

Regimental Winter Sports Insurance



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1 Our agreement in general

1.1 Parties to this agreement

This Regimental Winter Sports Insurance is between the **insured** and the **insurer** as declared in the **schedule**. This document, together with its **schedule** and any attached endorsements is the **policy** which sets out this insurance. It is a legal contract so please read all of it carefully.

1.2 Words in bold

Words in bold typeface used in this **policy** document, other than in the headings, have specific meanings attached to them as set out in the General definitions and interpretation.

1.3 Policy structure

1.3.1 The **insured sections** set out the scope of main coverage and the circumstances in which the **insurer's** liability to the **insured** is limited or may be excluded. Further, each **insured section** sets out other terms and conditions. The cover by each **insured section** is only operative if stated as 'insured' in the **schedule**. Where any **schedule** heading or sub-heading states 'n/a', 'not applicable' or 'not insured' then no cover applies for that item.

1.3.2 The General exclusions set out limitations and exclusions that apply to all **insured sections**.

1.3.3 The following general terms apply to all **insured sections**, clauses and endorsements:

- a) claims handling terms and conditions;
- b) general terms and conditions;
- c) general definitions;
- d) complaints.

1.4 Policy period and premium

1.4.1 The **policy** will provide insurance as described herein for the **period of insurance** provided the premium and other charges are paid to and accepted by the **insurer** on or before the payment date shown in the **schedule**. Taxes, levies and other relevant fiscal charges are payable in addition to the premium.

1.4.2 The premium is deemed paid and accepted on receipt by the **insurer** or the intermediary appointed to place this insurance with the **insurer**.

1.5 Cooling off period

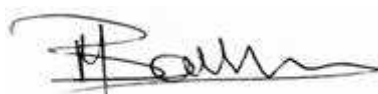
1.5.1 Where the **insured** is a private individual or sole trader, including a partnership in England and Wales, then the **insured** has a right to cancel this **policy** during a period of fourteen (14) days either from the day of purchase of the insurance, or the day on which **policy** documentation was received, whichever is the later. This right will be deemed to be irrevocably waived by the **insured** in the event that the **insured** makes or notifies the **insurer** of a claim or potential claim under this insurance within the applicable fourteen (14) day period.

1.5.2 The **insured** must give notice of cancellation under this clause in writing to the **insurer's** address or telephoning the number shown on the **schedule** under the Claim Notification address. If this right is not exercised the insurance will continue for the full term but the **insurer** may cancel this insurance in accordance with the cancellation provisions above and at clause 9.4.

1.5.3 Where the **insured** is not an individual or sole trader then this **policy** may be cancelled only in accordance with the cancellation provisions above and at clause 9.4.

1.6 Signature

In evidence of the **insurer's** intention to be bound by this insurance, it prints the signature of its Chief Underwriting Officer - Property, Casualty and Motor.



2 Insured section A - Personal accident

2.1 Personal accident cover

2.1.1 The **insurer** agrees to pay the **insured** the **benefits** listed in the schedule of compensation in the **schedule** in the event the **insured person**:

- a) dies within twelve (12) months after and as a result of **injury**;
- b) sustains **permanent total disablement** or **permanent disablement** within twelve (12) months after and as a result of **injury**;

provided that the **accident** giving rise to the **injury** occurs during the **period of insurance** and within the **operative time** and **territorial limits**.

2.2 Additional personal accident costs and expenses

2.2.1 Funeral expenses

In the event of a claim being agreed by the **insurer** for death, the **insurer** agrees to indemnify the **insured** on behalf of the **insured person** for the reasonable funeral expenses incurred upto a maximum of five thousand pounds (GBP5,000) any one **insured person**.

2.3 Extended personal accident cover

Not applicable to this **insured section A**

2.4 Personal accident limitations and exclusions

2.4.1 This **insured section A** excludes and does not cover payment for death, **permanent total disablement** or **permanent disablement** directly or indirectly resulting from or consequent upon or caused by:

- a) **sickness** or natural causes; or
- b) **NCB terrorism**

2.4.2 Accumulation limit

Where a single event, or series of events in a twenty kilometres radius originating from the same proximate cause, occurs and where:

- a) within twenty-four (24) consecutive hours of the event; or
- b) within twenty-four (24) consecutive hours of the first event in the series of events;

the event or series of events causes **injury** to more than one **insured person**, then the maximum amount of **benefits** payable by the **insurer** under clause 2 in connection with all **injury** arising from such event or series of events shall be the accumulation limit specified in the **schedule** irrespective of the number of **insureds** and/or **insured persons** claiming.

2.5 Other personal accident terms and conditions

2.5.1 Prior to any claim payment under the **permanent total disablement** section of the schedule of compensation the **insured person** will sign an undertaking that in the event the **insured person** subsequently recovers sufficiently to resume his regular occupation or a similar occupation, then the **insured person** will immediately refund any **permanent total disablement benefits** paid to it under this insurance.

2.5.2 Where the aggregate value of **benefits** claimed under clause 2 in connection with **injury** arising from an event or series of events as specified in clause 2.4.2 exceeds the accumulation limit specified in clause 2.4.2, the amount claimed by each **insured** and/or **insured person** will be reduced in proportion to the ratio that the accumulation limit bears to the total amount claimed.

2.5.3 Schedule of compensation restrictions

- a) Claiming under more than one item of **benefit**:
 - i) If it is possible to claim **benefit** under more than one item of compensation in the schedule of compensation, then the **insured** may elect to claim under

the item of **benefit** that offers the maximum amount of payment except always that the **insurer** is only liable to pay **benefit** under a single item of **benefit** under the schedule of compensation;

- ii) If an **accident** involves the death of the **insured person** prior to the definite settlement of compensation for **permanent disablement** the **insurer** will pay the **beneficiary** the **benefit** for death as a result of **injury** in the schedule of compensation. If death is not insured no **benefit** will be payable under this insurance;
- iii) If **sickness** causes the death of the **insured person** prior to the definite settlement of compensation for **permanent disablement**, no **benefit** will be payable under this insurance.

3 Insured section B - Medical and repatriation expenses

3.1 Medical and repatriation expenses cover

The **insurer** agrees to pay the **insured** and/or the healthcare provider for the **medical expenses** and/or **repatriation expenses** incurred by an **insured person** with the **insurer's** prior consent, (or in the event of an emergency where consent cannot be obtained, the reasonable costs incurred up to the point notification to the **insurer** is possible to obtain consent) up to the **limit of indemnity** stated in the schedule of compensation in the **schedule** provided that **medical expenses** and/or **repatriation expenses** arise as a direct result of **injury** or **sickness** which occurs during a **insured journey**.

3.2 Additional medical and repatriation costs and expenses

Not applicable to this **insured section B**.

3.3 Extended medical and repatriation expenses cover

3.3.1 Search and rescue expenses

In the event of an **insured person** being reported missing, sick or injured to the appropriate authorities during a **insured journey**, the **insurer** will indemnify the **insured** on behalf of the **insured person** for costs necessarily incurred by recognised rescue authorities in searching for and/or rescuing the **insured person** up to a maximum amount of twenty five thousand pounds (GBP25,000).

Where a single event or series of events originating from the same proximate cause occurs then the maximum amount of **benefits** payable by the **insurer** under clause 3.3.1. shall be one hundred thousand pounds (GBP100,000) irrespective of the number of **insureds** and/or **insured persons** claiming.

3.3.2 Supplementary travel and accommodation expenses

In the event of an **insured person** suffering **injury** or **sickness** whilst on an **insured journey** and that as a direct result requires hospital treatment as an in-patient the **insurer** will indemnify the **insured** on behalf of the **insured person** up to a maximum amount of ten thousand pounds (GBP10,000) for the costs of:

- a) transporting the **insured person** to their home address following discharge from hospital; and
- b) accommodation and travel for up to two close relatives to travel and remain with the **insured person** who is hospitalised.

3.4 Medical and repatriation expenses limitations and exclusions

This **insured section B** excludes and does not cover:

3.4.1 the amount of the **excess** as applicable and stated in the **schedule**;

3.4.2 payment of;

- a) the **medical expenses** and **repatriation expenses** from the time when the **insured person** has made a full **recovery** and/or has been repatriated;
- b) the **medical expenses** and **repatriation expenses** from the time when the **insured person** returns to the **United Kingdom** or his **permanent country of domicile**

whichever occurs first;

- c) **medical expenses** from the time when the **insured person** dies;

3.4.3 general health examinations, rest cures, sanatorial care, custodial care or periods of quarantine, cosmetic or plastic surgery unless necessitated by **injury**;

3.4.4 dental examination, dental x-rays, dental extraction, dental fillings and/or supplying or fitting of optical or hearing aids except as a result of **injury**;

- 3.4.5 any condition where an insured person is travelling against the advice of a **healthcare practitioner**;
- 3.4.6 the use of non-prescribed drugs by an **insured person**.

3.5 Other medical and repatriation expenses terms and conditions

- 3.5.1 The **insured** and **insured person** shall have available the services of the medical and repatriation assistance company stated in the **schedule**, and the medical and repatriation assistance company provider shall, subject to its terms of business, provide advice and assistance within its scope to an **insured person** whilst on a **insured journey** outside the **United Kingdom** or the **insured person's permanent country of domicile**.
- 3.5.2 The medical and repatriation assistance company provider stated in the **schedule** must be advised as soon as reasonably practicable of any event that may give rise to a claim.
- 3.5.3 Notification of a claim or circumstance to the medical and repatriation assistance company provider does not constitute notification under the **policy**.
- 3.5.4 The role of the medical and repatriation assistance company provider is limited to providing immediate assistance and guidance to the **insured** in the event of an actual insured event under clause 3.1, 3.2 or 3.3. The medical and repatriation assistance company provider does not have the authority on behalf of the **insurer** to deal with matters of **policy** coverage or the application of **policy** terms and conditions.

4 Insured section C - Personal liability

4.1 Personal liability cover

The **insurer** agrees to indemnify the **insured** and/or any **insured person** up to the **limit of indemnity** in the schedule of compensation in the **schedule** for:

- 4.1.1 all sums that they shall become legally liable to pay as damages, including claimant costs, as a consequence of third party **bodily injury** or **damage** that happens during the **period of insurance** whilst on a **insured journey** outside the **United Kingdom**, or the **insured person's permanent country of domicile**;
- 4.1.2 all **costs and expenses** incurred with the prior written consent of the **insurer** in connection with the defence of any claims against the **insured** or an **insured person** in respect of **bodily injury** or **damage** as specified in clause 4.1.1.

4.2 Additional personal liability costs and expenses

4.2.1 Manslaughter legal defence costs

In the event of an **insured person** being accused or charged with manslaughter by the appropriate authorities during a **insured journey** as a result of the **insured person's** work related activities, the **insurer** will indemnify the **insured** on behalf of the **insured person** for costs incurred for initial legal defence costs and expenses for the **insured person** up to a maximum amount of fifteen thousand pounds (GBP15,000), provided that no payment will be made in circumstances where the **insured** is entitled to indemnity by a legal expenses insurance policy or under any other insurance granting such cover.

4.3 Extended personal liability cover

4.3.1 North American Jurisdiction

Notwithstanding clause 4.4.11, the insurance by **insured section C** is extended to include the **insured's** liability for payment of any judgment, award, payment, **costs and expenses** or settlement made or incurred within countries which operate under the laws of **North America** (or to any order made anywhere in the world to enforce such judgment, award, payment, **costs and expenses** or settlement either in whole or in part).

The insurance by this extension clause excludes and does not cover:

- i) any **insured** or **insured person**, subsidiary, party or company incorporated, domiciled, registered or permanently resident in **North America**;
- ii) **bodily injury** caused by or arising from or in connection with **pollution**, seepage or contamination;
- iii) **bodily injury** including any cost, expense or liability caused by or arising from or in connection with removing, nullifying, remaking or cleaning-up any actual or alleged **pollution**, seepage or contamination;
- iv) fines, penalties, liquidated damages or punitive damages;
- v) liability which attaches by way of any contract or agreement that would not have attached in the absence of such contract or agreement;

the **limit of indemnity** stated under this extension clause is deemed to be inclusive of all **costs and expenses** recoverable hereunder.

Any dispute concerning the interpretation of the terms and conditions of the **policy** or this extension is understood and agreed by both the **insured** and the **insurer** to be subject to English law and each party agrees to submit to the exclusive jurisdiction of the High Court, London, England and to comply with all requirements necessary to give such Court jurisdiction. All matters arising shall be determined in accordance with the law and practice of such Court.

4.4 Personal liability limitations and exclusions

This **insured section C** excludes and does not cover liability for claims, damages, costs or other expenses arising directly or indirectly, by, through or in connection with:

4.4.1 Advice or design

advice or design or from designs, plans, specifications, formulae, surveys, directions or advice prepared or given by the **insured** or **insured person**;

4.4.2 Business activity

the carrying on of any trade, business or profession, other than which is remunerated by the **insured**;

4.4.3 Damage to property

damage to property belonging to, held in trust by, or in the custody or control of the **insured** or an **insured person** or any of their employees or any member of an **insured person's** family or household;

4.4.4 Electronic data

a) loss, alteration or impairment of, or damage to, information and/or data in electronic form;

b) malicious acts of any person carried out by electronic means;

c) defamation or harassment carried out by electronic means;

but this exclusion shall not apply in respect of liability for any ensuing accidental **bodily injury** (save for mental injury or mental disease) or accidental **damage** which is not otherwise excluded;

4.4.5 Express contractual term

an express term of any contract, unless liability would have attached to the **insured** or any **insured person** in the absence of such a contract;

4.4.6 Fines, penalties or multiplication of compensatory damages

any fines, penalties, punitive damages, exemplary damages, treble damages, or any other increase in damages resulting from the multiplication of compensatory damages;

4.4.7 Insanity/drugs/alcohol

bodily injury or **damage** caused as a direct consequence of an **insured person** being insane, under the influence of or affected by drugs (other than drugs taken under the direction of a **healthcare practitioner**), alcohol, or solvents;

4.4.8 Insured's employees

bodily injury to any person who is under a contract of employment, service or apprenticeship with the **insured** or an **insured person** when **injury** occurs during their employment by the **insured** or an **insured person**;

4.4.9 Mechanically propelled objects

mechanically propelled vehicle, aircraft or watercraft;

4.4.10 NCB terrorism

liability arising out of or from or in connection with **NCB terrorism**;

4.4.11 North America

liability in respect of any judgment, award, payment, **costs and expenses** or settlement delivered, made or incurred within countries which operate under the laws of **North America** (or to any order made anywhere in the world to enforce such judgment, award, payment, **costs and expenses** or settlement either in whole or in part);

4.4.12 Ownership, possession or occupation

ownership, possession or occupation of land, or buildings, immobile property or caravans other than occupying a temporary residence;

4.4.13 **Pollution**

liability arising out of or from or brought about by or contributed to by **pollution**;

4.4.14 **Products**

liability arising out of or from or in connection with the **insured's** or **insured person's products**;

4.4.15 **Racing**

racing activity except **wintersports**;

4.4.16 **Unlawful acts**

any wilful, malicious or unlawful act;

4.4.17 **Venereal disease, sexually transmitted diseases, AIDS**

bodily injury resulting from venereal disease, sexually transmitted diseases, Acquired Immune Deficiency Syndrome (AIDS) or any AIDS related condition.

4.5 Other personal liability terms and conditions

4.5.1 No admission of liability, offer, promise or payment will be made without the written consent of the **insurer**.

4.5.2 The liability of the **insurer**, including **cost and expenses** incurred in defending any action, will not exceed the **limit of indemnity** stated in the **schedule**.

4.5.3 The **insurer** may take over the conduct and defence and/or settlement of any claim against the **insured** or **insured person** and may use the **insured's** or the **insured person's** name and can conduct the defence however the **insurer** sees fit. Further the **insurer** can prosecute at its own expense and for its own benefit, any claim for indemnity or damages against any other persons.

4.5.4 The **insured** will give the **insurer** full assistance in defending or prosecuting any claim involving an **insured person** and will ensure that the **insurer** is provided with any information and documents that it may request.

4.5.5 If at the time of any claim under **insured section C** there is any other valid and collectible insurance available to the **insured** or any **insured person** other than insurance that is specifically stated to be in excess of this **policy**, and names the **insured** for the insurance, then the insurance afforded by this **policy** will be in excess of and will not contribute with such other insurance.

5 Insured section D - Activity equipment

5.1 Activity equipment cover

If during the **period of insurance** an **insured person** whilst on a **insured journey** loses, has stolen or damages **activity equipment**, the **insurer** will pay the **insured** for the cost of replacement or repair of the items, up to the **limit of indemnity** stated in the **schedule**.

5.2 Additional activity equipment costs and expenses

Not applicable to this **insured section D**.

5.3 Extended personal property losses cover

Not applicable to this **insured section D**.

5.4 Activity equipment limitations and exclusions

This **insured section D** excludes and does not cover liability for loss or damage :

5.4.1 Excess

the amount of the **excess** as applicable and stated in the **schedule**;

5.4.2 Excluded items

to any:

- a) skis over three years old
- b) standard military kit, baggage and personal property
- c) **activity equipment** left unattended away from the **insured person's** accommodation or secure equipment store except for activity equipment left between 06:00 hours and 23:00 hours local time in the locked boot or covered luggage area of a motor vehicle where the entry was gained by violent and forcible means
- d) items more specifically insured elsewhere
- e) documents of any kind

5.4.3 Government action

caused by delay, detention or confiscation by order of any government, regulatory or public authority;

5.4.4 Mechanical or electrical failure, cleaning and vermin

due to mechanical or electrical failure or breakdown, any process of cleaning, restoring, repairing or alteration, moth, vermin, wear and tear, atmospheric or climatic conditions or gradual deterioration;

5.4.5 NCB terrorism

from liability arising out of or from or in connection with **NCB terrorism**;

5.4.6 Police report

any loss or theft not reported to the police within twenty four hours of discovery of the loss

5.4.7 Single item limit

- a) to any item, pair or set, valued at more than five hundred pounds (GBP500), except:
- b) biathlon rifles where the limit shall be two thousand pounds (GBP2,000); and
- c) skis where the limit shall be six hundred pounds (GBP600) and then no more than:
 - i) 80% of the original purchase price for skis less than six months old
 - ii) 70% of the original purchase price for skis more than six months old and less than one year old
 - iii) 60% of the original purchase price for skis more than one year old and less than two years old

- iv) 40% of the original purchase price for skis more than two years old and less than three years old

5.5 Other personal property terms and conditions

Not applicable to this **insured section D**.

6 Insured section E - Ski pass

6.1 Ski pass cover

If during the **period of insurance** an **insured person** whilst on a **insured journey** loses, has stolen or damages his **ski pass**, the **insurer** will pay the **insured** for the cost of replacement of the **ski pass**, up to the **limit of indemnity** stated in the **schedule**:

6.2 Additional ski pass costs and expenses

Not applicable to this **insured section E**.

6.3 Extended ski pass cover

Not applicable to this **insured section E**.

6.4 Ski pass limitations and exclusions

This **insured section E** excludes and does not cover liability for:

The loss, theft or destruction of a ski pass that is not

- a) In the possession of the insured person;
- b) Locked in the insured person's accommodation; or
- c) Deposited in a safe or safe custody box

6.4.1 Confiscation

Loss due to confiscation or detention by the policy or local authorities;

6.4.2 Police report

Any loss not reported to the police within twenty four hours of discovery of the loss;

6.4.3 Pro rata value

More than the pro rata proportion of the value of the ski pass for the remaining duration of the period purchased.

6.5 Other ski pass terms and conditions

6.5.1 The insured person shall take all reasonable:

- a) precautions to ensure the safety of the ski pass;
- b) steps to recover any loss or stolen ski pass.

7 General exclusions

7.1.1 This insurance does not cover and excludes claims for **benefits** or indemnity directly or indirectly resulting from or consequent upon:

a) **Air travel**

the **insured person** engaging in air travel as a pilot or crew member;

b) **Deliberate exposure**

conscious exposure to unreasonable danger (except in an attempt to save human life or in the course of the **insured persons** employment).

c) **Excluded activities**

the **insured person** engaging in or taking part in

i) naval, military or air force service or operations;

ii) motor sports, scuba diving to a depth greater than eighteen (18) metres or without recognised qualifications, rock climbing or mountaineering, caving or potholing, paragliding, parachuting or sky diving, hunting on horseback, or racing of any kind except **wintersports**.

d) **Nuclear risks**

nuclear hazards;

e) **Suicide and self-inflicted injury**

suicide or attempted suicide, intentional self-inflicted **injury** including self-inflicted **injury** arising from mental illness or intentional **injury** of the **insured person** or the **insured person** being in a state of insanity;

f) **War**

war in the **insured person's country of domicile**.

8 Duties in the event of a claim or potential claim

The due observance and fulfilment of the provisions of clause 8 is a condition precedent to the **insurer's** liability for any claim under this **policy**. Clause 9.13 sets out consequences of a failure to comply with conditions precedent or **policy** provisions such as clause 8.

8.1 Claim notification – insured section A

- 8.1.1 The **insured** will give notice in writing to the **insurer** as soon as reasonably practicable and at least within:
- a) fourteen (14) days from the date of **accident** or manifestation of **sickness** of the **insured person** that causes or may cause **temporary total disablement** or **temporary partial disablement** insured by this **policy**;
 - b) ninety (90) days from the date of **accident** of the **insured person** that causes or may cause death or **permanent disablement** insured by this **policy**.
- 8.1.2 In the event of **permanent disablement** claims must be presented to the **insurer** for settlement within twelve (12) months of the date of the original **accident** giving rise to such claim under this **policy**, unless otherwise agreed by the **insurer**.
- 8.1.3 In the event of the **insured person's** death or other incapacity that prevents the **insured person** from submitting notice, the **insured person's** executors or administrators will give notice in writing, within ninety (90) days from the date of **injury** or manifestation of **sickness** of the **insured person** to the **insurer** and otherwise act in place of the **insured person**.
- 8.1.4 If an **accident** involves the death of the **insured person** claims must be presented to the **insurer** within twelve (12) months of the date of the original **accident** giving rise to such claim under this insurance, unless otherwise agreed by **insurer**.
- 8.1.5 Notice to the **insurer** must be given to the claims notification addresses specified in the **schedule**.

8.2 Claim notification – insured section B

- 8.2.1 The **insured** will give notice in writing to the **insurer** immediately on, or not later than seventy two (72) hours from, the **insured's** actual knowledge of any insured event or circumstance likely to give rise to an insured event under **insured section B**.
- 8.2.2 Notice to the **insurer** must be given to the claims notification addresses specified in the **schedule**.

8.3 Claim notification – insured section C

- 8.3.1 The **insured** will give notice in writing to the **insurer** :
- a) immediately on or not later than forty eight (48) hours from, receipt of notice of any impending inquest, fatal accident inquiry, prosecution or other legal proceedings including notice of an Industrial Tribunal hearing that includes alleged **bodily injury**;
 - b) immediately on, or not later than seventy two (72) hours from, the **insured's** actual knowledge of any death or **bodily injury** to any person involving a stay in hospital in excess of two (2) days;
 - c) within fourteen (14) days after the occurrence of any other **accident**, event or coming into possession of actual knowledge of disease, with full particulars thereof;
- which may be the subject of indemnity under this **policy**.
- 8.3.2 Notice to the **insurer** must be given to the claims notification addresses specified in the **schedule**.

8.4 Claim notification – insured sections D and E

- 8.4.1 The **insured** will give notice in writing, to the **insurer** as soon as practical but in any event within one hundred and eighty (180) days of any event giving rise to any claim.

8.4.2 In respect of **damage** caused by theft or malicious persons the **insured** will give immediate notice to the police authority, and take all practical steps to discover any guilty person or persons and recover the property lost.

8.4.3 Notice to the **insurer** must be given to the claims notification addresses specified in the **schedule**.

8.5 Insured's duties

8.5.1 For each and every claim the **insured** and any person acting on behalf of the **insured** must:

- a) not admit responsibility, make an offer or promise, nor offer payment or indemnity without the written consent of the **insurer**;
- b) not incur any expense without the consent of the **insurer** except at the **insured's** own cost;
- c) always act honestly, there being no rights to any form of payment or indemnity under the **policy** in the event that any claim is made fraudulently;
- d) give all such information, assistance and forward all documents to enable the **insurer** to investigate, settle or resist any claim as the **insurer** may require;
- e) provide such proofs and information with respect to the claim as may reasonably be required together with (if demanded) a statutory declaration of the truth of the claim and any matters connected therewith;
- f) not destroy evidence or supporting information or documentation without the **insurer's** prior consent; nor destroy any plant or other property relating to an occurrence, loss or **suit** that may give rise to a claim under this **policy**.

8.5.2 In addition to the above, for each and every claim under **insured section A** or **B** it is agreed that:

- a) the **insured** must arrange for the **insured person** to place himself/herself as early as possible under the care of a **health care practitioner**;
- b) the **insured** must fully co-operate with and assist the **insurer** in the investigation and evaluation of the incident or claim including:
 - i) in the event of death by **accident**, obtaining a copy of the death certificate and any other records deemed necessary by the **insurer**;
 - ii) obtaining any other records the **insurer** deems necessary to evaluate the incident or claim;
 - iii) procuring the full co-operation and assistance of the **insured person** as required by the **insurer**.

8.6 Claim procedure

For each and every claim the **insured** and any person acting on behalf of the **insured** must:

8.6.1 prove, if it is alleged that by reason of an exclusion of riot, civil commotion, **war** or an act of **NCB terrorism** an event is not covered by this insurance, that the exclusion does not apply, it being understood and agreed that any portion of an exclusion of riot, civil commotion, **war** or an act of **NCB terrorism** being found invalid, inapplicable or unenforceable will not in any way render the remainder of the exclusions invalid, inapplicable or unenforceable.

8.6.2 immediately send the **insurer** copies of any request, demand, order, notice, summons, legal paper and all documents relating thereto in connection with an insured event as soon as received by the **insured**. In addition the **insured** must co-operate with the **insurer** or their appointed agents to allow them to comply with such relevant practice directions and pre-action protocols as may be issued and approved from time to time by the head of civil justice.

- 8.6.3 authorise the **insurer** to obtain medical records or other pertinent information upon request but only where legally permitted to do so in the event of an insured event involving **injury, sickness or bodily injury**.

8.7 Insurer's rights

- 8.7.1 The **insurer** will be under no obligation to investigate any potential claims or to undertake the conduct of any proceedings in connection with such claims and will be at liberty in all cases to leave the conduct of such proceedings wholly to the **insured** upon such conditions as regards the payment of costs and with such liberty to bind the **insurer** by compromise as the **insurer** may in its absolute discretion determine.
- 8.7.2 The **insurer** may at any time pay the **limit of indemnity** (after deduction of any sums already paid) or such lesser sum for which the claim can be settled and will relinquish the conduct and control of the claim and be under no further liability except (where payable under the relevant **insured section**) for payment of **costs and expenses** incurred prior to the date of payment.
- 8.7.3 After initial notice or submission of an incident or claim, any medical examiner appointed by the **insurer** will be allowed, so often as may be deemed necessary to conduct an examination of the **insured person**; and in the event of accidental death of the **insured person** to conduct an autopsy if legally permitted.

8.8 Interest

No **benefit** payable under this insurance will carry interest.

8.9 Disputed defence or appeal

If any dispute arises between the **insured** and **insurer** as to whether a prosecution should be defended or an appeal made, such dispute will be referred to a Queen's Counsel to be mutually agreed between the parties (or in default of agreement to be nominated by the President of the Law Society) whose decision will be final.

8.10 Subrogation

- 8.10.1 For each and every claim the **insured** and any person acting on behalf of the **insured** must not waive any rights of recourse or recovery against any other person relating to an occurrence, loss or **suit** that may give rise to a claim under this insurance.
- 8.10.2 Any claimant under this insurance will at the request and expense of the **insurer** do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the **insurer** for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which the **insurer** will be or would become entitled or subrogated upon its paying for or the making good of any **damage** under this section, whether such acts and things will be or become necessary or required before or after their indemnification by the **insurer**.
- 8.10.3 In the event of any payment under this insurance, the **insurer** will act in concert with all other interested persons (including the **insured**) concerned in the exercise of any rights of recovery.
- 8.10.4 The apportioning of any amounts which may be recovered will follow the principle that any interested persons (including the **insured**) that will have paid an amount over and above any payment hereunder, will first be reimbursed up to the amount paid by them; the **insurer** is then to be reimbursed out of any balance then remaining up to the amount paid hereunder; lastly, the interested persons (including the **insured**) to whom this coverage is in excess shall be entitled to claim the residue, if any.
- 8.10.5 Expenses necessary to the recovery of any such amounts will be apportioned between the interested parties concerned, in the ratio of their respective recoveries as finally settled.

9 General terms and conditions

9.1 Applicable law

The law allows the parties to this contract of insurance to select the law and jurisdiction to be applied to this **policy**. Unless it is agreed otherwise, the law that applies to this contract is the law of that part of the **United Kingdom** where the head office of the **insured** is located.

It is agreed that any legal proceedings between the **insured** and the **insurer** in connection with this contract will only take place in the courts of that part of the **United Kingdom** where the **insured** is located and they are subject to the exclusive jurisdiction of that court.

9.2 Assignment

Assignment of interest under this **policy** will not bind the **insurer** unless and until the **insurer's** written consent is endorsed hereon.

9.3 Cancellation

The **insurer** may at any time during the **period of insurance** serve written notice on the **insured** at the address shown on the **schedule** cancelling the **policy** with effect from the thirtieth (30th) day after service of the notice. Such cancellation shall not affect the coverage or premium attributable under this insurance to the period prior to cancellation. Upon demand the **insurer** will return to the **insured** a part of any premium paid in excess of that proportionate to the pre-cancelled portion of the **policy**. Without prejudice to any other forms of service, the notice of cancellation is deemed to be served on the third (3rd) day after being posted if sent by pre-paid letter post properly addressed.

9.4 Contract (Rights of Third Parties) Act 1999

This insurance does not confer or create any right enforceable under the Contracts (Rights of Third Parties) Act 1999 or any amending or subsequent legislation, by any person who is not named as the **insured** and both the **insurer** and **insured** may amend, cancel or lapse this insurance without giving notice to, or requiring the consent of, any other third party.

9.5 Contribution

If at the time of any claim under **insured sections B - E** there is any other valid and collectible insurance available to the **insured** or any **insured person** other than insurance that is specifically stated to be in excess of this **policy**, and names the **insured** for the insurance, then the insurance afforded by this **policy** will be in excess of and will not contribute with such other insurance.

9.6 Document management

The **insurer** may hold documents relating to this insurance and any claims under it in electronic form and may destroy the originals. An electronic copy of any such document will be admissible in evidence to the same extent as, and carry the same weight as, the original.

9.7 Disclosure under the Data Protection Act 1998

9.7.1 The **insurer** records and holds data in accordance with the Data Protection Act 1998 and follows strict security procedures in the storage and disclosure of information provided to prevent unauthorised access to or loss of such information. The **insurer** may find it necessary to pass data to other firms or businesses that supply products and services associated with this **policy**.

The **insurer** collects non-public personal information about the **insured** and any **insured person** from the following sources:

- a) information the **insurer** receives from the **insured** on applications or other forms;
- b) information about the **insured's** transactions with the **insurer**, its subsidiary, parent and/or other group companies or others;
- c) information the **insurer** receives from consumer reporting agencies.

- 9.7.2 The **insurer** does not disclose any non-public personal information relating to the **insured** and/or any insured person to anyone except as is necessary in order to provide its products or services to the **insured** or otherwise as it is required or permitted by law (e.g. a subpoena, fraud investigation, regulatory reporting, etc.).
- 9.7.3 Further, by accessing and updating various databases, the **insurer** may share information with other firms and public bodies, including the police, in order to substantiate information and prevent or detect fraud. If false or inaccurate information is provided and fraud is suspected, this fact will be recorded and the information will be available to other organisations that have access to the databases. Details of databases accessed or contributed to are available on request.
- 9.7.4 The **insurer** restricts access to non-public personal information relating to the **insured** and/or any insured person to its employees, its subsidiary, parent and or other group companies, their employees or others who need to know that information to service the **insured's** account. The **insurer** maintains physical, electronic and procedural safeguards to protect the **insured's** non-public personal information. As a consequence, any non-public personal information disclosed to one such employee or company is not deemed disclosed to all such employees or companies.

9.8 Dispute resolution

- 9.8.1 All matters in dispute between the **insured** and the **insurer** arising out of or in connection with this insurance, will be referred to a mediator to be agreed by the parties within fourteen (14) working days of any dispute arising under the insurance. If a mediator is not agreed then either party may apply to the Centre for Effective Dispute Resolution ('CEDR') for the appointment of a mediator. The parties agree to share equally the costs of CEDR and of the mediator and that the reference of the dispute to mediation will be conducted in confidence.
- 9.8.2 The parties agree to perform their respective continuing obligations under this insurance, if any, while the dispute is resolved unless the nature of the dispute prevents such continued performance of those obligations.
- 9.8.3 If any such dispute is not resolved by mediation or the parties cannot agree upon the appointment of a mediator or the form that the mediation will take the dispute will be referred by either party to be determined and be subject to the exclusive jurisdiction of the High Court, London.

9.9 Fraud

If the claim is in any respect fraudulent or if any fraudulent means or devices are used by the **insured** or anyone acting on their behalf to obtain any benefit under this **policy** or if any liability, loss, destruction or **damage** is occasioned by wilful act or with the connivance of the **insured** there will be no rights to any form of payment or indemnity under this **policy**.

Further any claim paid to the **insured** in respect of any fraudulent means or device must be repaid to the **insurer**.

9.10 Inspection and audit

The **insurer**, or such representative as the **insurer** may designate, will be permitted but not obligated to inspect the **insured's** property and operations at any time given reasonable notice. Neither the **insurer's** right to make inspections nor the making thereof nor any report thereon will constitute an undertaking on behalf of or for the benefit of the **insured** or others, to determine or warrant that such property or operations are safe.

9.11 Material alteration and disclosure

- 9.11.1 All information supplied by the **insured** in connection with the application for insurance, whether supplied by or on behalf of the insured, will be incorporated into and forms the basis of the **policy**. It shall be a condition of the **policy** that all such information is true so far as is within the **insured's** knowledge or could, with reasonable diligence, have been ascertained.

- 9.11.2 This insurance will be void if after the commencement of this insurance the risk of loss, destruction or damage, **injury, sickness or bodily injury** or liability is increased unless such change of circumstances has been expressly acknowledged and accepted by written memorandum signed for and on behalf of the **insurer**.

9.12 Minimisation of risk

The **insured** will take all reasonable steps at its own expense to prevent an **insured event** arising or continuing including taking all practical steps to recover property that has been stolen. Upon the happening of an **insured event** and at all times thereafter, the **insured** shall act as a prudent uninsured and take such measures as are appropriate to avoid or minimise any claims which arise or may arise from that **insured event**. Any failure by the **insured** to take such steps shall reduce or extinguish the **insurer's** liability to indemnify the **insured** under the **policy** to the extent that such failure has increased the claim under the **policy**.

9.13 Observance

- 9.13.1 The due observance and fulfilment of the provisions of this **policy** insofar as they may relate to anything to be done or complied with by the **insured** or **insured person**, and are not already conditions precedent, will be a condition of this **policy**. Any waiver by the **insurer** of any provision will not prevent the **insurer** from relying on such term or condition or condition precedent in the future.
- 9.13.2 In the event of a breach of any condition in the **policy**, and without prejudice to any of the **insurer's** other rights, the **insurer** may reject or reduce claims connected with the breach providing the **insurer** can demonstrate some prejudice.
- 9.13.3 In the event of a breach of any condition precedent in the **policy**, and without prejudice to any of the **insurer's** other rights, the **insurer** may reject or reduce claims connected with the breach, and continue the **policy** on such terms as the **insurer** may determine and if any payment on account of any such claim has already been made the **insured** will repay forthwith all payments on account to the **insurer**.

9.14 Premium adjustment

- 9.14.1 Where the premium in whole or part is provisionally based on estimates provided by the **insured**, the **insured** will keep accurate records and declare such information as the **insurer** requires within three (3) months of the expiry of the **period of insurance**. The premium will then be adjusted and any difference paid by or allowed to the **insured** as the case may be but subject to any minimum premium that may apply. The **insurer** reserves the right to request that the **insured** supplies an auditor's certificate with such calculations as are subject to adjustment attesting the accuracy thereof.

9.15 Sanctions and embargo

Notwithstanding anything to the contrary in the **policy** the following condition shall apply:

- 10.18.1 If, by virtue of any law or regulation which is applicable at the inception of this **policy** or which becomes applicable at any time thereafter, providing coverage to the **insured** and/or paying a claim and/or providing a benefit under the **policy** directly or indirectly breaches an embargo or sanction, the **insurer** shall not indemnify nor make any payment or provide any economic benefit to the **insured** or to any other party under this **policy** to the extent that it would be in breach of such law or regulation.
- 10.18.2 In circumstances where the payment or provision of a valid and otherwise collectable claim or benefit may directly or indirectly breach an embargo or sanction, then the **insurer** will take all reasonable measures to obtain the necessary authorisation to make such payment or provision.

9.16 Subscribing insurer

The subscribing **insurers'** obligations under this **policy** 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 reasons does not satisfy all or part of its obligations.

10 General definitions and interpretation

The following words will have the same meaning attached each time they appear in this **policy** in **bold** type face, whether with a capital first letter or not.

Where the context so admits or requires, words importing the singular will include the plural and vice versa and words importing the masculine will import the feminine and the neuter. References to 'a person' will be construed so as to include any individual, company, partnership, or any other legal entity. References to a statute will be construed to include all its amendments or replacements. All headings within the **policy** are included for convenience only and will not form part of this **policy**.

10.1 Accident

Accident will mean a single and unexpected event, which occurs at an identifiable time and place.

10.2 Activity equipment

Specialist equipment specifically required for an **insured person** to compete in competition **wintersports** including skiwear, competition skis, biathlon equipment, rifles and associated equipment by an **insured person** or for which the **insured person** has specific responsibility.

10.3 Benefits

Benefits means the sums stated in the schedule of compensation specified in the **schedule** being the maximum amount payable by the **insurer**.

10.4 Benefit period

Benefit period means the maximum period for which benefits are payable for **temporary total disablement** or **temporary partial disablement**.

10.5 Biological

Biological means any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesised toxins) which cause illness and/or death in humans, animals or plants.

10.6 Bodily injury

Bodily injury means death, disease, illness, physical and mental injury of or to an individual but excluding injury to feelings in respect of such injury to any employee.

10.7 Chemical

Chemical means any compound which, when suitably disseminated, produces incapacitating, damaging or lethal effects on people, animals, plants or material property.

10.8 Costs and expenses

Costs and expenses means:

- 10.8.1 pre-judgment interest awarded against the **insured** on that part of any judgment covered under this **policy** but where the **insurer** offer to pay the **limit of indemnity** in settlement of a claim or **suit**, the **insurer** will not pay any pre-judgment interest imposed or earned after the date of such offer;
- 10.8.2 All interest earned on that part of any judgment within the **limit of indemnity** after entry of the judgment and before **insurer** have paid, offered to pay, or deposited in court that part of any judgment that is within the applicable **limit of indemnity**;
- 10.8.3 the cost of attendance in court as a witness at the **insurer's** request, payable at the following rates per day on which attendance is required:
 - a) any principal director or partner of the **insured** – five hundred pounds (GBP500)
 - b) any insured person – two hundred and fifty pounds (GBP250)
- 10.8.4 costs and expenses of legal representation at any coroner's inquest or inquiry in respect of any death which may be the subject of indemnity under this **policy**.

10.9 Damage

Damage means loss of, destruction of or damage to tangible property, and loss of use of tangible property that has been lost, destroyed or damaged.

10.10 Excess

Excess means the amount, if any, specified in the **schedule** as excess which if so specified is the first amount payable by the **insured** or **insured person** in respect of each and every claim or potential claim per **insured person** as ascertained after the application of all other terms and conditions of this insurance.

10.11 Healthcare practitioner

Healthcare practitioner means a qualified licensed member of the medical profession as approved by the governing medical association of the country in which the healthcare practitioner resides who is not an **insured person**, a member of the **insured person's** family or an employee of the **insured**.

10.12 Hi-jack

Hi-jack means the unlawful seizure of, or wrongful taking control of, an aircraft, ship or train in which an **insured person** is travelling.

10.13 Hostage

Hostage means the detention of an **insured person** by a third party who threatens to kill, injure or continue to detain an **insured person** in order to compel a state, international organisation or person (whether a legal person or a natural person) to do or abstain from doing any act.

10.14 Injury

Injury means a specific injury which:

- 10.14.1 is sustained by the **insured person** during the **period of insurance**, and is caused by an **accident**; and
- 10.14.2 solely and independently of any other cause, causes death, disablement, **dental injury** and/or permanent facial scarring of the **insured person**.

10.15 Insured

Insured means the British Army unit as stated in the **schedule**.

10.16 Insured journey

Insured journey means any trip undertaken by an **insured person** for the purpose of participating in approved military **winter sports** training and championship competitions which commences during the **period of insurance** and is planned to last no longer than twelve (12) months. Cover will start from time of leaving home or regimental headquarters, whichever is left first, and continue until arrival back at home or regimental headquarters, whichever is reached first.

10.17 Insured person

Insured person means any person or category of person upto the age of sixty five (65) years specified in the **schedule** as being an insured person. Cover applies until the end of the **period of insurance** in which the insured person attains the age of sixty five (65) years or the date upon which the insured person ceases employment with the **insured**, whichever occurs first.

10.18 Insured section

Insured section means all or any individually lettered sections of this **policy** that forms part of the insurance contract but only if and to the extent stated as 'insured' in the **schedule**.

10.19 Insurer

Insurer means the party specified as insurer in the **schedule** and any other subscribing insurers.

10.20 Limit of indemnity

Limit of indemnity means the amount stated in the **schedule** which is the maximum amount of the **insurer's** liability to an **insured person** arising out of one occurrence including **costs and expenses** and in the aggregate during the **insured journey** regardless of the number of claims or **suits** brought or organisations bringing claims or **suits**.

10.21 Loss of limb

Loss of limb means:

- 10.21.1 in the case of a lower limb loss by physical severance at or above the ankle or permanent and total loss of and/or total and irrecoverable loss of use of an entire leg or foot;
- 10.21.2 in the case of an upper limb loss by physical severance of the entire four fingers through or above the meta carpo phalangeal joints or permanent and total loss of and/or total and irrecoverable loss of use of an entire arm or hand.

10.22 Manifest

Manifest means the date when a sickness is reasonably capable of diagnosis by a **health care practitioner**.

10.23 Medical expenses

Medical expenses means medical costs and emergency dental treatment costs reasonably and necessarily incurred by an **insured person** outside the **United Kingdom** or an **insured person's permanent country of domicile** whilst an **insured person** is undertaking a **insured journey**.

10.24 North America

North America means the United States of America or its territories or possessions or Canada.

10.25 NCB terrorism

NCB terrorism means the use of nuclear, **chemical** or **biological** (NCB) agents or devices, regardless of any other cause or event contributing concurrently or in any other sequence to the loss, by 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 including the intention to influence any government and/or to put the public, or any section of the public, in fear.

10.26 Nuclear hazards

Nuclear hazards means:

- 10.26.1 ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; and
- 10.26.2 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

10.27 Operative time

Operative time means the period of time during which an **insured person** is covered by this insurance as stated in the **schedule**.

10.28 Period of insurance

Period of insurance means the period shown as such on the **schedule**, with times taken as Greenwich Mean Time unless otherwise stated.

10.29 Permanent country of domicile

Permanent country of domicile means a country in which an **insured person** is domiciled or shall be domiciled for a period of twelve (12) months or longer.

10.30 Permanent disablement

Permanent disablement means permanent and irrecoverable disablement as listed on the schedule of compensation in the **schedule**.

10.31 Permanent total disablement

Permanent total disablement will mean irrecoverable disablement, arising from **injury** which permanently and totally incapacitates the **insured person** for a continuous period of twelve (12) months, and that as a result of the **injury** the **insured person** is medically determined to the **insurer's** satisfaction to have no likelihood of improvement sufficient to participate in his **occupation** ever again, or for **insured persons** that are not gainfully employed by the **insured** to have no likelihood of improvement sufficient to participate in any and every form of occupation.

10.32 Policy

Policy means this document, the **schedule** (including any **schedules** issued in substitution) and any endorsements attaching to this document or the **schedule** that will be considered part of the legal contract and any word or expression in bold type face on any of these documents will bear the specific meaning stated in these definitions.

10.33 Pollution

Pollution means:

- 10.33.1 the actual, alleged or threatened discharge, seepage, migration, dispersal, release or escape of **pollutants** at any time;
- 10.33.2 any cost, expense, claim or **suit** arising out of any request, demand or order as a result of actual, alleged or threatened discharge, seepage, migration, dispersal, release or escape of **pollutants** at any time that the **insured** or **insured person** test for, monitor, clean up, remove, contain, treat, detoxify, or neutralise or in any way respond to, or assess the effects of **pollutants**.

10.34 Product

Product means any property (including packaging, containers, labels and instructions for use) after it has left the custody or control of the **insured** or **insured person** which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by or on behalf of the **insured** or **insured person**.

10.35 Proposal

Proposal means any information supplied by or on behalf of the **insured**, deemed to be a completed proposal form and medical questionnaire and other relevant information that the **insurer** may require.

10.36 Recovery

Recovery will mean the **insured person** having made a recovery when he is able to **participate** in his regular occupation, and perform the major duties thereof, even if he chooses not to.

10.37 Repatriation expenses

Repatriation expenses means reasonable travelling expenses incurred for the repatriation of the **insured person**, or in the case of death, reasonable funeral expenses and expenses incurred in transporting the body or ashes of the **insured person** and in making the necessary arrangements. The repatriation of an **insured person** shall be deemed necessary if a **healthcare practitioner**:

- a) shall estimate that the **insured person** is likely to be totally disabled in excess of four (4) weeks, and/or;
- b) shall certify that the **insured person** should be repatriated because local facilities are inadequate for the treatment of his condition or his recovery will be substantially expedited thereby.

10.38 **Schedule**

Schedule means the document titled **schedule** that includes the name and address of the **insured**, the premium and other variables to this standard **policy** (including endorsement clauses) and is incorporated in this **policy** and accepted by the **insured**. **Schedules** may be re-issued from time to time where each successor overrides the earlier document.

10.39 **Sickness**

Sickness means any known physical illness, disease or malady which first **manifests** itself during the **period of insurance** and is diagnosed by a **health care practitioner**.

10.40 **Ski pass**

Ski pass means a pre-booked and pre-paid pass permitting access to a ski area for a specified period of time.

10.41 **Suit**

Suit means a civil proceeding in which damages to which this insurance applies are alleged, including any other alternative dispute resolution proceeding in which such damages are claimed.

10.42 **Total loss of sight**

Total loss of sight means an **injury** causing either:

- a) permanent and total loss of sight in both eyes where an **insured person's** name has been added to the Register of Blind Persons on the authority of a qualified ophthalmic specialist; or
- b) permanent and total loss of sight in one eye, if the degree of sight remaining after correction is 3/60 or less of the Snellen Scale (seeing at three (3) feet what an **insured person** should see at sixty (60) feet), which lasts twelve (12) calendar months from the date of **accident** or loss of sight (if later) and at the expiry of that period being beyond hope of improvement.

10.43 **Total loss of speech**

Total loss of speech means an **injury** causing permanent and total loss of speech which lasts twelve (12) calendar months from the date of **accident** or loss of speech (if later) and at the expiry of that period being beyond hope of improvement.

10.44 **Total loss of hearing**

Total loss of hearing means an **injury** causing permanent and total loss of hearing which last twelve (12) calendar months from the date of **accident** or loss of hearing and at the expiry of that period being beyond hope of improvement.

10.45 **United Kingdom**

United Kingdom means Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

10.46 **War**

War means war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, revolution, rebellion, insurrection, uprising, military or usurped power, nationalisation, requisition, sequestration or confiscation by order of any public authority or government de jure or de facto or martial law but not including **NCB terrorism**.

10.47 **Winter sports**

Winter sports means ski racing, biathlon, alpine, nordic, snowboarding, competition events under Federation Internationale de Ski rules or British Army wintersports association rules or regulations whichever takes precedence.

11 Complaints

11.1 What the insured should do?

The **insurer** strives to provide an excellent service to all its customers but occasionally things can go wrong. The **insurer** takes all complaints seriously and endeavours to resolve all customers' problems promptly. If the **insured** has a question or complaint about this insurance or the conduct of its intermediary they should contact that intermediary in the first instance.

If the **insured** wishes to contact the **insurer** directly the **insured** should write to the complaints address shown in the **schedule**. Please quote the **policy** number or claim number as appropriate in any correspondence.

If, after making a complaint, the **insured** feels that the matter has not been resolved to its satisfaction then if the **insured** is an eligible complainant the **insured** may contact: The Financial Ombudsman Service, South Quay Plaza 2, 183 Marsh Wall, Docklands, London E14 9SR.

Making a complaint to the Financial Ombudsman Service (FOS) does not affect the **insured's** rights under this **policy**, but if the **insured** is not an eligible complainant then the informal complaint process ceases.

A summary of the **insurer's** complaint handling procedure is available on request and will also be provided to the **insured** when acknowledging a complaint.

11.2 About the Financial Ombudsman Service (FOS)

11.2.1 Eligible complainants are:

- a) private individuals; and
- b) micro-enterprises.

'Micro-enterprises' will be able to bring complaints to the ombudsman as long as they have an annual turnover of under EUR2 million and fewer than ten (10) employees.

11.2.2 The FOS will only consider a complaint if the **insured** is an eligible complainant and if:

- a) the **insurer** has been given an opportunity to resolve it and
- b) the **insurer** has sent the **insured** a final response letter and the **insured** has referred its complaint to the FOS within six (6) months of the **insurer's** final response letter or
- c) the **insurer** has not responded to the **insured's** complaint with a decision within forty (40) days.

11.3 Financial Services Compensation Scheme

The Company Market and Lloyd's underwriters are covered by the Financial Services Compensation Scheme. The **insured** may be entitled to compensation from the Scheme if the **insurer** is unable to meet its obligations under this contract.

Entitlement to compensation under the Scheme depends on the type of **business** and circumstances of the claim. Further information about compensation scheme arrangements is available from the Financial Services Compensation Scheme 7th floor, Lloyds Chambers, Portoken Street, London E1 8BN or from their website (www.fscs.org.uk).

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