



**A G DORÉ & OTHERS – SYNDICATE 2526 AT LLOYD’S**

**SCHOOL TRAVEL INSURANCE  
POLICY WORDING**

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This is to certify that in consideration of the payment of the premium specified herein, A G Doré & Others Syndicate 2526 are hereby bound to insure in accordance with the terms, conditions, limitations and exclusions contained herein or endorsed hereon.

If the Insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy shall become void and all claims hereunder shall be forfeited.

In witness whereof this Policy has been signed at the place stated and on the date specified in the Schedule.

For further information regarding A G Doré & Others Syndicate 2526, please refer to our web site **[www.agdore.com](http://www.agdore.com)**

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Doré Underwriting is the trading name for Doré Underwriting Services Limited (DUSL). DUSL binds insurances for and on behalf of A G Doré & Others Syndicate 2526 under Lloyd’s service company agreement number B6063DUSL12X002 and is an appointed representative of Asta Managing Agency Limited, Registered Office: 5<sup>th</sup> Floor, Camomile Court, 23 Camomile Street, London, EC3A 7LL, United Kingdom. Registered in England No. 1918744.

Asta Managing Agency Limited is authorised and regulated by the Financial Services Authority (FSA) and is the Lloyd’s Managing Agency for A G Doré & Others Syndicate 2526.

# Contents

Definitions	1
Medical & repatriation expenses	2
Cancellation, curtailment & alteration expenses	3
Personal property	4
Money	5
Personal liability	5
Legal expenses	6
Hijack & kidnap	7
Evacuation expenses	7
Organiser's liability	8
Personal accident	9
Permanent Disablement Schedule of Benefits	9
Ski equipment	10
Ski pass	10
Piste closure	11
General exclusions	11
General conditions	11
Assignment	11
Avoidance by underwriters	11
Cancellation	11
Contracts (Rights of Third Parties) Act 1999	12
Contribution	12
Data Protection Act 1998	12
Dispute resolution	12
Duty to cooperate	12
Eligibility	12
Fraudulent or false claims	12
Governing law	13
Interest	13
Interpretation	13
Claim notification	13
Premium payment	13
Proposal form	13
Subrogation	13
Several liability	14
Complaints	14
About the Financial Ombudsman Service (FOS)	14
Financial Services Compensation Scheme	14

Provided the **premium** has been paid by the **insured**, **underwriters** will provide to the **insured** the insurance detailed in this policy document, **schedule** and any attaching memoranda or endorsements subject to the terms, conditions, limitations and exclusions in this policy.

## Definitions

The terms that appear in bold type in this policy are defined in section below:

**Accident(al)** shall mean a single and unexpected external event, not being the unintended consequence of an intended act, which occurs at an identifiable time and place.

**Assistance provider** means Northcott Global Solutions Limited <http://www.northcottgs.com>

**Benefit** means the sums stated in the **schedule** being the maximum amount payable by the **underwriters**.

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

**Bodily injury** means a specific non-psychiatric injury which is sustained by the **insured person** during the **policy period** and is caused by an **accident** and which solely and independently of any other cause, causes the **insured person's** death or disablement (permanent or temporary).

**Chemical** means any toxic or poisonous chemicals, or their precursors which when suitably disseminated, produces incapacitating, damaging or lethal effects on people, animals, plants or material property.

**Child(ren)** means any person who is unmarried and under 18 years old or under 23 years old if in full-time education.

**Disruptive pupil** means any pupil aged less than 18 years, where without the removal of the pupil the **trip** would have to be abandoned.

**Excess** means the amount payable by the **insured** or **insured person**.

**Illness** or **sickness** means **illness** or **sickness** which first manifests itself during the **policy period** or results from **bodily injury** following an **accident** within the **policy period**.

**Insured** means the school stated in the **schedule**.

**Insured person** means any person booked to travel on a **trip** arranged by the **insured**.

**Limit of indemnity** means the maximum amount of **underwriters'** liability.

**Loss of hearing** means permanent and total loss of hearing.

**Loss of limb** means:

1. in the case of a lower limb loss by physical severance at or above the ankle or permanent and total loss of use of a complete foot or leg;
2. in the case of an upper limb loss by physical severance of the four fingers at or above the meta carp phalangeal joints or permanent and total loss of use of a complete hand or arm.

**Loss of sight** means:

1. permanent and total loss of sight in both eyes if an **insured person's** name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist;
2. in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale.

**Loss of speech** means total and permanent loss of speech.

**Medical expenses** mean pre-approved reasonable costs for hospital, surgical or other diagnostic or remedial treatment given or prescribed by a **registered healthcare practitioner**.

**Money** means coins, bank notes, banker's drafts, bills of exchange and signed travellers cheques intended for personal expenditure only.

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

**Organiser** means the person(s) who acts on behalf of the **insured persons** as the principle person of the whole group booking, who is not an employee, contractor or agent of the **insured**.

**Paraplegia** means the permanent total paralysis of the two lower limbs, bladder and rectum.

**Permanent country of residence** means the country in which the **insured person** has permanently resided for a period of 12 months or longer.

**Permanent disablement** means permanent and irrecoverable disablement as listed in the permanent disablement schedule of benefits on page 9 of this policy wording.

**Permanent total disablement** means:

1. disability which totally prevents an **insured person** from working in his/her usual occupation and which on the

balance of probability will continue for the remainder of his/her natural life where the **insured person** is gainfully employed by the **insured**, and is below 61 years old;

2. disability which totally prevents an **insured person** from working in in any and every occupation and which in all probability will continue for the remainder of his/her natural life where the **insured person** is not gainfully employed by the **insured**, or is above 60 years old.

**Personal property** means property owned by, or under the care, custody and control of an **insured person**.

**Premium** means the amount stated in the **schedule**.

**Policy period** means the period stated in the **schedule**.

**Registered healthcare practitioner** means a fully qualified and licensed member of the medical profession who is approved by the governing medical association of the country in which the healthcare practitioner practices and who is not the **insured person**, an associate of the **insured person** or a member of the **insured person's** family.

**Schedule** means the document entitled "SCHEDULE to the policy" that relates to this policy.

**Security services provider** means Northcott Global Solutions Ltd

**Ski equipment** means specialist equipment specifically required for an **insured person** to undertake **winter sports** including skiwear, skis, snowboards and associated equipment owned by an **insured person** or for which the **insured person** has specific responsibility.

**Tetraplegia** means the permanent and total paralysis of the two upper limbs and two lower limbs.

**Trip** means a school that trip that has been arranged by the **insured** as stated in the **schedule** and that commences during the **policy period**, lasting no more than 12 weeks. Cover shall start from time of leaving home and shall continue until arrival back at home. For trips with the within the **United Kingdom** or the **insured person's country of permanent residence** the trip must include a flight or overnight stay.

**Underwriters** means A G Doré & Others Lloyd's Syndicate 2526 and any other participating Lloyd's syndicates and/or insurance companies.

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

**War** means war, civil war, invasion, act of foreign enemies, hostilities (whether declared or not), rebellion, revolution, insurrection, military or usurped power.

**We/us** means A G Doré & Others Lloyd's Syndicate 2526

## Medical & repatriation expenses

**Underwriters** shall indemnify the **insured person** and/or the healthcare provider for **medical expenses** and/or repatriation expenses incurred by the **insured person** up to the **limit of indemnity** incurred with **assistance provider's** prior consent except that the **medical expenses** and/or repatriation expenses must arise as a direct result of **bodily injury** or **illness** which occurs during the **insured person's trip**.

Where the **assistance provider** cannot be contacted prior to incurring costs for necessary emergency treatment, **underwriters** shall pay for all reasonable costs up to the point of contact of the **assistance provider**.

## Extensions applicable to medical & repatriation expenses

### Inpatient expense

Where the **insured person** is admitted to hospital as an inpatient outside of the **United Kingdom** or the **insured person's permanent country of residence**, **underwriters** shall pay the **insured person** GBP25 per day the **insured person** is admitted as an inpatient for a maximum period of 365 continuous and consecutive days.

### Continuation of medical expenses

Where the **insured person** has a valid claim under this section, **underwriters** may pay up to GBP25,000 of hospital in-patient **medical expenses** necessarily incurred by **insured person** within 12 consecutive weeks immediately following **insured repatriation** to the **United Kingdom** or **permanent country of residence**.

### Premature child birth

**Underwriters** shall indemnify the **insured person** and/or the healthcare provider up to GBP100,000 for the **medical expenses** and/or repatriation expenses actually incurred in respect of **insured person's child** when born before 32 weeks of gestation, counting from

the first day of the last menstrual period, provided that the premature birth occurs outside of the **United Kingdom** or the **insured person's permanent country of residence**.

#### **Search and rescue expenses**

If during a **trip** an **insured person** is reported missing to the appropriate authorities, **underwriters** shall pay the costs incurred for search and rescue by recognised rescue authorities up to a maximum aggregate **limit of liability** of GBP50,000.

#### **Supplementary expenses**

If the **insured person** suffers **bodily injury** or **illness** whilst on an **trip**, and as a direct result require hospital treatment as an in-patient, **underwriter's** will pay the costs of accommodation and travel for up to 2 close relatives to travel and remain with the **insured person** whilst hospitalised, subject to a maximum amount of GBP2,000. Flights and accommodation of will be limited to the same standard as the **insured person's** original **trip**.

### **Medical & repatriation expenses exclusions**

**Underwriters** will not pay:

1. the amount of the **excess** as stated in the **schedule**, unless our liability has been reduced by the use of a European Health Insurance Card (EHIC) or private health insurance;
2. for general health examinations, rest cures, convalescent care, custodial care or periods of quarantine, cosmetic or plastic surgery unless necessitated by injury;
3. for dental examination, dental x-rays, dental extraction, dental fillings unless as a result of emergency dental treatment;
4. for supplying or fitting of optical or hearing aids except as a result of **bodily injury**;
5. for any condition where the **insured person** is travelling against the advice of a **registered healthcare practitioner** or for the purpose of obtaining medical treatment or advice
6. for any repatriation expenses incurred without the prior approval of the **assistance provider** or **underwriters**

### **Medical & repatriation expenses conditions**

The **assistance provider** or **underwriter** must be advised as soon as reasonably

practicable of any event that may give rise to a claim. It is a condition precedent that repatriation of an **insured person** may only be organised by or with the prior approval of the **assistance provider**. Failure to use or gain prior approval of the assistance provider may result in the claim being declined by **underwriters** and no payment being made by **underwriters**.

### **Cancellation, curtailment & alteration expenses**

If during the **policy period** the insured **trip** has to be cancelled, cut short or altered prior to departure as a direct result of any cause outside **insured's** and the **insured person's** control, **underwriters** agree to pay **insured person** up to the **limit of indemnity** stated in the **schedule** for all deposits and advance payments made in respect of transport and accommodation costs that are non-refundable in accordance with the terms and conditions of booking;

### **Extensions to cancellation & alteration expenses**

#### **Travel abandonment**

If the **insured person's** booked departure or organised travel to the planned destination at the commencement of a **trip** is abandoned after a minimum 12 hours delay due to:

1. strike, labour dispute, industrial action;
2. mechanical breakdown;
3. disruption of road or rail services by avalanche, snow or flood;
4. riots or political demonstrations; or
5. recommendations by policy or government authorities;

**underwriters** shall indemnify the **insured person** for the irrecoverable costs of the **trip** up to a maximum GBP1,000. Any amount paid to the **insured** by **underwriters** in respect of travel delay will be deducted from the total amount payable to the **insured person** if the **trip** is abandoned by the **insured person**.

#### **Travel delay and missed departure or connection**

If the **insured person's** booked departure or organised travel to the planned destination at the commencement or completion of a **trip** is delayed due to:

1. strike, labour dispute, industrial action;
2. mechanical breakdown;
3. disruption of road or rail services by avalanche, snow or flood;

4. riots or political demonstrations;
5. recommendations by policy or government authorities;

where such delay is in excess of 4 hours, **underwriters** shall pay **insured** up to GBP20 per **insured person** plus for every 4 hours delay thereafter up to a maximum of GBP200 for reasonable expenses incurred by an **insured person** during the delay. **Underwriters** will not pay and this insurance excludes cover where the delay is due to strike action which existed and for which advance warning had been given before the date on which the **trip** was booked.

#### **Trip alteration**

When pre-booked travel arrangements in connection with a **trip** have to be altered following departure, **underwriters** will indemnify the **insured person** for the additional costs of travel and accommodation that the **insured person** incurs, which are not recoverable elsewhere and are necessarily incurred to enable the **insured person** to continue the **trip** or return to the **United Kingdom** or to the **insured person's permanent country of residence** up to the **limit of indemnity** stated in the **schedule**.

#### **Disruptive pupil**

**Underwriters** shall indemnify the **insured** for cost incurred, up to a maximum of GBP750, to accompanying a **disruptive pupil** back to the **United Kingdom** or the **disruptive pupil's permanent country of residence**.

### **Cancellation, curtailment & alteration expenses exclusions**

**Underwriters** will not pay for any **trip** that is cancelled, cut short or altered as a result of:

1. the amount of the **excess** as stated in the **schedule**;
2. the **insured person's** failure to check in according to the travel itinerary supplied unless the failure was itself due to industrial action;
3. the **insured** or **insured person's** financial circumstances;
4. regulations made by any regulatory, public authority or government;
5. the **insured person** travelling or intention to travel against the advice of a **registered healthcare practitioner** or for the purpose of obtaining treatment;
6. the default of any travel or accommodation provider (or their agent) of transport or

accommodation, acting for the **insured** or **insured person**;

7. the **insured person's** resignation or voluntary redundancy; or the termination of a contract of employment for any reason;
8. stress, anxiety or depression including home sickness or any other mental, psychiatric or psychological disorder, except where:
  - a. the mental disorder did not exist prior to the commencement of the **policy period**; and
  - b. where the **insured person** provides a medical report from a **registered healthcare practitioner** specialised in the relevant medical field stating that **insured person** suffers from a recognised mental disorder;
  - c. a recognised mental disorder is accepted by the **underwriter**, **insured person** is responsible for a 50% share of the cost of the claim.
9. the withdrawal of service, for whatever reason, temporarily or permanently of any or all aircraft, ships, or trains on the orders or recommendation of any port, rail or aviation authority, or any replacement body or similar body in any country;
10. the disinclination of the **insured person** to travel except where the **trip** is cancelled in accordance with the travel abandonment section above.

### **Personal property**

**Underwriters** shall indemnify the **insured person** for the cost of replacement or repair of **personal property** which is lost, stolen or damaged whilst on a **trip** during the **policy period**, up to the **limit of indemnity** stated in the **schedule**.

#### **Extensions to personal property**

##### **Delayed luggage**

**Underwriters** shall pay the **insured person** up to GBP25 for costs incurred buying essential and reasonable replacement items, if during a **trip** the **insured person's personal property** is temporarily lost or delayed for more than 8 hours, and an additional GBP25 for every 4 hour delay thereafter up to a maximum of GBP250. If the **personal property** which has been temporarily lost becomes permanently lost and results in a claim, **underwriters** will

deduct the amount already paid for temporary loss from the final payment.

#### Passport replacement

**Underwriters** shall pay the **insured person** up to GBP250 for costs actually incurred in replacing a passport, visa or other essential travel documents which are lost or damaged during a **trip**.

#### Personal property exclusions

**Underwriters** will not pay for loss or damage:

1. the amount of the **excess** as applicable and stated in the **schedule**;
2. to bicycles or to vehicles, their accessories or spare parts;
3. caused by the delay, detention or confiscation by order of customs, any government, regulatory or public authority;
4. 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. to mobile phones, SIM cards and any attaching contract for the provision of mobile phone services;
6. to iPods, MP3 players, iPads, tablet computers, laptops and game machines;
7. to sunglasses;
8. to sport equipment whilst in use;
9. to money, bonds, negotiable instruments or securities of any kind;
10. to any **personal property** which has been transhipped;
11. to any item, pair or set valued at more than GBP250;
12. to **ski equipment**.

#### Money

**Underwriters** shall indemnify the **insured person** if whilst on a **trip** during the **policy period**, the **insured person** loses or has **money** stolen; or suffers financial loss as a result of fraudulent use of credit, debit or charge cards which is not recoverable from any card provider after reasonable attempts have been made to recover from the card provider and any providers conditions have been complied with, up to the **limit of indemnity** stated in the **schedule**.

#### Money loss exclusions

**Underwriters** will not pay for:

1. the amount of the excess as stated in the **schedule**;
2. confiscation or detention by customs or other officials, error, omission and depreciation in value;
3. loss or theft of a credit, debit or charge cards.
4. loss or theft of **money** which is not reported to the police within 48 hours of discovery of such theft or loss;
5. the loss of **money** in excess of GBP250 or GBP150 if the **insured person** is aged under 18 years old, except the loss of money held by a party leader for **insured persons** aged under 18 years old where the maximum amount shall be GBP500;
6. loss or theft of **money** which is not reported to the police with 48 hours of discovery of such theft or loss;
7. **money** that is not: carried by the **insured person**; held in a safe or safety deposit box or left out of sight in the **insured person's** secure accommodation.

#### Personal liability

**Underwriters** shall indemnify the **insured person** for all sums that the **insured person** become legally obliged to pay as damages or compensation, including claimant costs recoverable from the **insured person**, arising from **accidentally** causing **bodily injury** to a person, or damaging or losing property up to the **limit of indemnity** provided that **bodily injury**, loss or damage occurs during the **policy period** whilst on a **trip** outside the **United Kingdom**, or the **insured person's** **permanent country of residence**; Further **underwriters** shall pay defence costs in defending the claim as specified above provided that:

1. the **insured person** has obtained **underwriters** prior written consent; and
2. such defence costs form part of and are not be payable in addition to the **limit of indemnity**; and
3. **underwriters** shall have full control of the defence including use its own panel lawyers.

#### Extensions to liability costs and expenses

If the **insured person** is accused or charged with manslaughter by the appropriate authorities during a **trip** as a result of his/her work related activities, **underwriters** will pay

the **insured person's** initial legal defence costs up to GBP25,000. Provided; that no payment will be made where the **insured or insured person** is entitled to indemnity by a legal expenses insurance policy or under any other insurance granting such cover. **Underwriters** shall have control of the legal defence including instruction of lawyers.

### Personal liability exclusions

**Underwriters** will not pay for claims, damages, defence costs or other expenses arising directly or indirectly, by, through or in connection with:

1. the amount of the **excess** as stated in the **schedule**;
2. the carrying on of any trade, business or profession.
3. any liability arising out of or from or in connection with the **insured's**, the **insured person's** or the **insured person's** employer's products or services;
4. damage to property belonging to, held in trust by, or in the **insured person's** custody or control or any member of the **insured person's** family;
5. loss, alteration or impairment of, or damage to, information and/or data in electronic form;
6. malicious acts, defamation or harassment carried out by any means;
7. an express term of any contract, unless liability would have attached to the **insured person** in the absence of such a contract;
8. any fines, penalties, punitive damages, exemplary damages, treble damages, or any other increase in damages resulting from the multiplication of compensatory damages;
9. mechanically propelled vehicle, aircraft or watercraft, whether owned or hired;
10. ownership, possession or occupation of land, or buildings, immobile property or caravans other than occupying a temporary residence;
11. liability arising out of or from or brought about by or contributed to by pollution;
12. racing activity of any kind;
13. any deliberate, wilful, malicious or unlawful act;
14. **bodily injury** resulting from venereal disease, sexually transmitted diseases,

Acquired Immune Deficiency Syndrome (AIDS) or any AIDS related condition.

### Legal expenses

**Underwriters** shall pay the **insured person's** legal expenses to pursue a civil action for compensation if the **insured person** sustains **bodily injury** during the **insured person's trip**, provided that:

1. the **bodily injury** occurs during the **policy period** and outside of the **United Kingdom** or the **insured person's permanent country of residence**;
2. the **insured person** has obtained **underwriters'** prior written consent to incur such legal expenses except that **underwriters'** consent will only be given if in the opinion of our appointed legal advisors who shall have conduct of the claim, there is a reasonable prospect of successfully recovering damages which will exceed the cost of pursuing the claim;
3. all claims or legal proceedings including any appeal against a judgment resulting from the same original cause, event, or circumstances, will be regarded as one claim;
4. **underwriters** maximum liability under this section shall not exceed the **limit of indemnity** set out in the **schedule**;
5. **underwriters** reserve the right to make a payment in lieu of incurring legal expenses in meritorious claims where the cost of pursuit will outweigh damages.

### Legal expenses exclusions

**Underwriters** will not pay:

1. the amount of the **excess** as stated in the **schedule**;
2. the costs in pursuing any claim against any travel agent, tour operator, airline, train operator, operator or vehicle hire company;
3. the costs in pursuing any claim against **underwriters**, **underwriters** agents or any organisation or person involved in arranging this insurance;
4. any claim or circumstance notified more than 12 months after the event from which the cause of action arose;
5. any foreign lawyers costs whatsoever without prior approval;



6. **underwriters** will appoint panel lawyers to pursue the claim save if they agree to accept the **insured person's** nominated lawyer, that lawyer will be paid on the same basis, at the same rate and the same amount as instructed panel lawyers.

### Legal expenses conditions

If the **insured person** is successful in any claim for damages and or compensation, the **insured** agrees that any amount recovered or otherwise received as compensation shall be used, to reimburse **underwriters** for any amount paid by the **underwriter** under this policy;

1. firstly, in respect of any legal expenses; and
2. secondly in respect of any other claim in connection with injury that is the subject matter of the claim under this insurance.

### Hijack & kidnap

If during the **policy period** and during a **trip** an **insured person** is forcibly or illegally detained as the result of a hijack, or kidnap or being taken hostage **underwriters** shall:

1. pay the **insured person** GBP150 for each complete day that an **insured person** is forcibly or illegally detained as a result of a hijack, kidnap or being taken hostage up to a maximum of GBP7,500;
2. pay for security consultant costs incurred by the **security services provider** up to a maximum aggregate **limit of indemnity** of GBP250,000 any one event irrespective of the number of **insured persons**.

For the avoidance of doubt **underwriters** will not pay or reimburse the any ransom monies paid in connection with any kidnap.

### Hijack and kidnap exclusions

**Underwriters** will not pay:

1. any claim where there is a more specific insurance policy;
2. any claim where the **insured**, an **insured person** or any person authorised by either the **insured** or **insured person** acts fraudulently, dishonestly, or commits a criminal act;
3. if an **insured person** is hijacked, kidnapped or taken hostage within the **United Kingdom** or the **insured**

**person's permanent country of residence.**

### Hijack and kidnap conditions

The security service provider must be advised as soon as reasonably practicable of any event that may give rise to a claim.

### Evacuation expenses

**Underwriters** shall indemnify the **insured** or **insured person** and/or **security service provider** for the expenses incurred up to the **limit of indemnity** stated in the **schedule** where the expenses arise as a direct result of an insured event as set out in the following clauses:

#### Insured events

1. An **insured person** being expelled or declared persona non grata on the written authority of the recognized government of a **trip** country.
2. Travel within a country where the **United Kingdom** authorities issue a formal advisory, strongly advising the departure of all **United Kingdom** citizens in non-emergency positions and their dependents from the trip country. Alternatively, if the **insured** or **insured person** receive direct instructions or recommendation from the appropriate authorities to evacuate from the country.
3. Involving a natural disaster where the **insured** or **insured person** receive direct instructions or recommendation from the appropriate authorities to evacuate, or **underwriter's** determine at such evacuation is required.

#### Evacuation costs and expenses

1. **Underwriters** shall pay the costs incurred for the emergency evacuation of an **insured person**, within 30 days prior to an insured event, or 10 days after an insured event, to the nearest place of safety or for **insured person's** repatriation to the **United Kingdom** or the **insured person's permanent country of residence.**
2. If an **insured person's** well-being is threatened, **underwriters** shall pay for the **insured's** emergency evacuation by appropriate means. Otherwise, coverage hereunder will apply to transportation only at economy fares, unless unavailable or impractical.

## Evacuation expenses exclusions

**Underwriters** will not pay for evacuation expenses incurred:

1. more than 30 days after the commencement of a political or natural disaster;
2. within the **insured person's permanent country of residence**;
3. where the loss was reasonably avoidable prior to the commencement of a **trip**;
4. arising from or attributable to an alleged: violation of the **trip** country's laws by the **insured person**;
5. as a result of the **insured person's** failure to maintain and possess any required documents and visas;
6. arising from or attributable, in whole or in part, to a debt, insolvency, commercial failure, the repossession of any property by any title holder or lien holder or any other financial cause;
7. arising from or attributable, in whole or in part, to the **insured's** non-compliance with any obligation specified in a contract or license or failure to provide a bond or other security assumed under any contract, whether written or oral;
8. arising from or attributable, in whole or in part, to the implementation of currency exchange rates by a legally constituted authority;

## Evacuation expenses conditions

1. Where a number of insured events arise from a single cause, **underwriters** will treat the combination of insured events as a single insured event and aggregate all losses arising to form single loss.
2. The **insured person** shall have access to the services of **security service provider** who will provide political and natural disaster evacuation within its scope to **insured person** whilst on a **trip** outside the **United Kingdom** or **insured person's permanent country of residence**. The **security service provider** must be advised as soon as reasonably practicable of any event that may give rise to a claim.

## Organiser's liability

**Underwriters** shall indemnify the **organiser** for all sums that the **organiser** becomes legally

liable to pay as damages or compensation, including claimant costs recoverable from the **organiser**, arising from **accidentally** causing **bodily injury** to an **insured person** or a third party provided that:

1. **bodily injury** occurs whilst on a **trip** during the **policy period**;
2. **underwriters** will not pay any sum in excess of the **limit of indemnity** stated in the **schedule**.

If there is any other valid and collectible insurance available to the **organiser** or any **insured person** other than insurance that is specifically stated to be in excess of this policy then the insurance afforded by this policy will be in excess of and will not contribute with such other insurance.

Further **underwriters** shall pay defence costs in defending the **organiser's** claim as specified above provided that:

1. the **organiser** has obtained **underwriters** prior written consent from **underwriters**;
2. such defence costs form part of and are not be payable in addition to the limit of indemnity;
3. **underwriters** shall have full control of the defence including use of it's own panel of lawyers.

## Organiser's liability conditions

It is a condition to **underwriters'** liability that:

1. a formal risk assessment be undertaken before the start of the **trip** and subsequently reviewed after any significant change;
2. liability insurance is held by all **organisers** for the **trip** undertaken.

Where a current risk assessment or liability insurance as prescribed above are not in force **underwriters' limit of indemnity** shall be reduced to GBP500,000 any one claim and in the aggregate.

This **organisers'** liability insurance shall be in excess of any other liability insurances. Where a liability insurance for the **trip**, as prescribed above, held by the **organiser** fails to respond to a claim and no other liability insurance exists then this insurance will be primary.

## Organiser's liability exclusions

**Underwriters** will not pay for claims, damages, defence costs or other expenses arising directly or indirectly, by, through or in connection with:

1. the amount of the **excess** as stated in the **schedule**;
2. the carrying on of any trade, business or profession other than as the **organiser** of the **trip**;
3. any liability arising out of or from or in connection with the **insured's** products or services;
4. damage to property belonging to, held in trust by, or in the **insured person's** custody or control or any member of the **insured person's** family;
5. loss, alteration or impairment of, or damage to, information and/or data in electronic form;
6. malicious acts, defamation or harassment carried out by any means;
7. an express term of any contract, unless liability would have attached to the **insured person** in the absence of such a contract;
8. any fines, penalties, punitive damages, exemplary damages, treble damages, or any other increase in damages resulting from the multiplication of compensatory damages;
9. mechanically propelled vehicle, aircraft or watercraft, whether owned or hired;
10. ownership, possession or occupation of land, or buildings, immobile property or caravans other than occupying temporary **trip** accommodation;
11. liability arising out of or from or brought about by or contributed to by pollution;
12. racing activity of any kind;
13. any deliberate, wilful, malicious or unlawful act;
14. **bodily injury** resulting from venereal disease, sexually transmitted diseases, Acquired Immune Deficiency Syndrome (AIDS) or any AIDS related condition.

## Personal accident

**Underwriters** shall pay the **insured person** an amount appropriate of the benefit listed in the **schedule** and corresponding permanent disablement schedule of benefits if an **insured person** sustains **accidental bodily injury** provided that the **accident** giving rise to the

**bodily injury** occurs during the **operative time** and within the **policy period**.

## Permanent Disablement Schedule of Benefits

Permanent Disablement	Percentage payable
<b>Tetraplegia</b> or <b>paraplegia</b>	100%
<b>Loss of Limb(s)</b> one or more	100%
<b>Loss of Sight</b> in one or both eyes	100%
<b>Loss of Hearing</b> in both ears	100%
<b>Loss of Hearing</b> in one ear	25%
<b>Loss of Speech</b>	50%
Loss of thumb	20%
Loss of forefinger or big toe	15%
Loss of any other finger or toe	10%
Permanent loss of use of back or spine (excluding neck or cervical spine) without cord involvement	40%
Permanent loss of use of hip, knee or ankle	40%
Permanent loss of use of neck or cervical vertebrae without cord involvement	30%
Permanent loss of functional use of shoulder, elbow or wrist	20%

## Extensions to personal accident

### Intensive care expense

In the event that the **insured person** is admitted to hospital as an inpatient in intensive care as the direct result of **bodily injury** the **underwriters** will pay the **insured person** GBP50 per day for a maximum period of 60 continuous and consecutive days.

### Medical expenses

In the event of the **insured person** incurring medical expenses as the direct result of **bodily injury**, the **underwriters** agree to indemnify the **insured person** up to an amount equal to 15% of the amount paid for **permanent disablement**.

## Personal accident exclusions

**Underwriters** will not pay for losses resulting directly or indirectly from:

1. flying except as a fare paying passenger in a scheduled or charter flight;
2. racing of any type;
3. the **insured person's** exposure to danger, hazardous activity or extreme sports except in the course of his employment or in an attempt to save human life;
4. any pre-existing degenerative process or gradually operating cause.

### Personal accident conditions

1. Any **permanent disablement** not specifically defined in the table above shall be calculated by assessing the disablement relative to the permanent disablement schedule of benefits above without reference to the **insured person's** occupation.
2. In the event of an **insured person** sustaining **bodily injury** that results in permanent disablement under more than one benefit the total amount payable shall not exceed 100% **permanent disablement** amount stated in the **schedule**.
3. If a claim is payable for the loss of a part of the body further claims for any component part cannot also be made.
4. No payment will be made for **permanent disability** deemed by **underwriters** to be 5% or less.

### Ski equipment

*This section shall only apply if so stated in the schedule.*

If whilst on a **trip** and for a period of up to 7 days in advance of the **trip** during the **policy period** an **insured person** loses, has stolen or damages **ski equipment**, the **underwriters** shall pay the **insured person** for the cost of replacement or repair of the items, up to **underwriters' limit of indemnity** stated in the **schedule**.

#### Ski equipment exclusions

**Underwriters** will not pay for:

1. the amount of excess each and every loss as stated in the **schedule**;
2. damage whilst in use;
3. skis/snowboards over three years old;
4. **ski equipment** left unattended away from the **insured person's** accommodation or secure

equipment store except for ski equipment left between 06:00 hours and 23:00 hours local time in the locked boot or covered luggage area of a motor vehicle

5. items more specifically insured elsewhere
6. loss caused by:
  - a. delay, detention or confiscation by order of any government, regulatory or public authority;
  - b. Mechanical or electrical failure, cleaning and vermin;
  - c. mechanical or electrical failure or breakdown, any process of cleaning, restoring;
  - d. repairing or alteration, moth, vermin, wear and tear, atmospheric or climatic conditions; or
  - e. gradual deterioration.
7. Any single item, pair or set, valued at more than GBP300 except skis and snowboards where the limit shall be GBP600 and then no more than:
  - a. 80% of the original purchase price for skis/snowboards less than six months old;
  - b. 70% of the original purchase price for skis/snowboards more than six months old and less than one year old;
  - c. 60% of the original purchase price for skis/snowboards more than one year old and less than two years old;
  - d. 40% of the original purchase price for skis/snowboards more than two years old and less than three years old.

### Ski pass

*This section shall only apply if so stated in the schedule.*

If whilst on a **trip** during the **policy period** an **insured person** loses, has stolen or damages his **ski pass**, **underwriters** shall pay the **insured** for the cost of replacement of the **ski pass**,

up to **underwriters' limit of indemnity** stated in the **schedule**.

### Ski pass exclusions

**Underwriters** will not pay for:

1. the loss, theft or destruction of a **ski pass** that is not in the possession of the **insured person**; locked in the **insured person's** accommodation; or deposited in a safe or safe custody box;
2. Loss due to confiscation or detention by the policy or local authorities;
3. More than the pro rata proportion of the value of the **ski pass** for the remaining duration of the period purchased.

### Piste closure

*This section shall only apply if so stated in the **schedule**.*

In the event of the piste being closed due to insufficient snow in the pre-booked ski resort, **underwriters** shall indemnify the **insured person** up to £20 per day for additional travel expenses incurred in travelling to and from an alternative ski site up to £200 limit of indemnity. If no alternative site is available **underwriters** shall pay the **insured person** £20 for day up to **underwriters' limit of indemnity** stated in the **schedule**.

### Piste closure exclusions

**Underwriters** will not pay for piste closure in the:

1. Northern Hemisphere between April 30th and 1<sup>st</sup> December; and
2. Southern Hemisphere between 31<sup>st</sup> October and 1<sup>st</sup> June.

### General exclusions

**Underwriters** will not have any liability under this policy for, or directly or indirectly arising out of, or in any way involving:

1. an **insured person** who is deemed to be under instruction from or employed by the Armed Forces of any country, and which arises from the active participation of that **insured person** within the theatre of war;
2. alcohol abuse or being under the influence of any drug or controlled substance other than drugs legally prescribed by a **registered healthcare practitioner** and used as directed by the **registered healthcare practitioner**;

3. the discharge, explosion, or use of any weapon designed or intended to cause death or serious injury, whether or not employing nuclear fission or fusion, or **chemical, biological, radioactive** or similar agents, by any party at any time for any reason;
4. ionising radiation or contamination by radioactivity from any nuclear fuel or waste from the combustion of nuclear fuel;
5. suicide or attempted suicide, and parasuicidal behaviour;
6. war in the **United Kingdom** and **permanent country of residence**;
7. omission, default or insolvency of the airline or provider of transport or accommodation or of the agent through whom the **trip's** arrangements were made;
8. any event more specifically insured or any claim which but for the existence of this policy would be recoverable under another private or government insurance policy, fund or scheme;
9. any breach of government regulation or any failure by the **insured person** to take responsible precautions to avoid a claim under this policy following the warning of any intended strike, riot and civil commotion or by general mass media.

### General conditions

#### Assignment

This policy cannot be assigned without the prior written consent of **underwriters**.

#### Avoidance by underwriters

If **underwriters** are entitled, for any reason, to avoid this policy ab initio, **underwriters** may at their absolute discretion elect instead to give notice to the Insured that it regards this policy as being in full force and effect, except that no indemnity will be given under this policy that arises from or is related to the ground(s) that entitled **underwriters** to avoid this policy.

#### Cancellation

This policy may be cancelled at any time by or on behalf of **underwriters** by 30 days notice given in writing to the **insured** at their last known address or registered office (if a company) and the **premium** shall be adjusted on a pro rata basis.

The **insured person** has no rights to cancel this policy at any time.

### Contracts (Rights of Third Parties) Act 1999

No rights to enforce any term of this policy under the Contracts (Rights of Third Parties) Act 1999 are given to any person who is not a party to this policy but this does not affect any right or remedy of any such person that arises apart from that Act.

### Contribution

Any matter in respect of which the **insured** or **insured person** is (or but for the existence of this policy would be) entitled to indemnity under any other contract of insurance, except where such other insurance is written as specific excess insurance to provide an indemnity in excess of the amount payable under this policy.

### Data Protection Act 1998

It is agreed by the **insured** that any information provided to **underwriters** regarding the **insured** and/or **insured persons** will be processed by **underwriters**, in compliance with the provisions of the Data Protection Act 1998, for any purposes in connection with or relating to this policy, which may necessitate providing such information to third parties.

### Dispute resolution

1. All matters in dispute between the **insured** and **underwriters** arising out of or in connection with this insurance will be referred to a mediator to be agreed by the parties within 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.
2. Both the **insured** and **underwriters** agree to perform 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.

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 Courts of England & Wales.
4. Any failure by either party to agree mediation will be referred to on the issue of costs.

### Duty to cooperate

As a condition precedent to the right to be indemnified under this policy the **insured** and **insured person** must:

1. Promptly provide to **underwriters** full details concerning any claim and/or any circumstance(s) likely to give rise to a claim and/or any matter(s) where the **insured** or **insured person** has requested to be indemnified under this policy;
2. Promptly and on a continuous basis provide such co-operation and assistance as **underwriters** and their representatives, legal advisers and/or agents may reasonably require;
3. Provide, at the Insured's own expense, to **underwriters** such certificates, information and evidence as they may from time to time reasonably require.
4. Undergo an independent medical examination when requested by the **underwriters**, the cost for said medical examination will be paid by the **underwriters**.

### Eligibility

To be eligible to benefit from cover under this policy **insured persons** must be under the age of 65 years at the commencement of a **trip** unless otherwise agreed by **underwriters**.

### Fraudulent or false claims

If the **insured** or **insured person** makes any claim under this policy (or has made a claim under any previous policy) which the **insured** knows or ought to know to be false or fraudulent in any way, this policy shall be cancelled ab initio and all rights of the **insured** and **insured person** under this policy shall be forfeited. And the **underwriter** shall

seek to recover all payments made and costs incurred.

## Governing law

This policy and any disagreement arising from it shall be governed by and construed in accordance with the law of England and Wales unless otherwise agreed between the **insured** and the **underwriters**.

## Interest

No benefit shall carry interest

## Interpretation

In this policy:

1. Reference to any Act, statute or statutory provision shall include a reference to that provision as amended, re-enacted or replaced from time to time whether before or after the date of the inception of this policy;
2. If any term, condition, exclusion or endorsement or part thereof is found to be invalid or unenforceable the remainder shall be in full force and effect;
3. The headings herein are for reference only and shall not be considered when determining the meaning of this policy.

## Claim notification

As a condition precedent to the right to be indemnified under this policy the **insured person** must ensure that **underwriters** are notified as soon as practicable of any:

1. claim;
2. circumstance(s) of which the **insured person** becomes aware which is (or are) likely to give rise to a claim;

Such notification shall include full details of the accident or event giving rise to the claim, circumstance(s) likely to give rise to a claim.

Failure to notify **underwriters** as soon as practicable may result in the claim being declined or payment reduced. Claim forms are available from:

Davies Group Ltd  
2<sup>nd</sup> Floor, East Court  
Riverside Park  
Stoke on Trent  
Staffordshire ST4 4DA  
Claim line +44(0) 844 856 2390  
Email [dsc@davies-group.com](mailto:dsc@davies-group.com)

## Premium payment

1. As a condition precedent to the right to be indemnified under this policy the **insured** undertakes that **premium** will be paid in full to **underwriters** within sixty days of inception of this policy (or, in respect of instalment **premiums**, when due).
2. If the **premium** has not been so paid by the sixtieth day from the inception of this policy (and, in respect of instalment **premiums**, by the date they are due) **underwriters** shall have the right to cancel this policy ab initio by notifying the **insured** via its insurance agent in writing. In the event of cancellation, **premium** is due to **underwriters** on a pro rata basis for the period that **underwriters** is on risk but the full policy **premium** shall be payable to **underwriters** in the event that any claim(s), circumstance(s) or loss(es) are notified prior to the date of termination.
3. Where the **premium** is to be paid through a London Market Bureau, payment to **underwriters** will be deemed to occur on the day of delivery of a premium advice note to the Bureau.

## Proposal form

The proposal and all information contained within it, submitted by the **insured** or their representative to **underwriters** shall be the basis of, and be incorporated into, this policy

## Subrogation

**Underwriters** shall be subrogated to all the rights of recovery of the **insured** and **insured person** against any third party before or after any indemnity is given under this policy provided always that **underwriters** shall not exercise any such rights against any employee or former employee or named consultant unless the loss in respect of which indemnity is provided under this policy was caused or contributed to by Dishonesty or by a malicious act, error or omission by the Employee or former Employee or Named Consultant. The **insured** and **insured person** shall, promptly and without charge, provide such assistance as **underwriters** may reasonably require in any subrogation.

## Several liability

The obligations of each insurance company and Lloyd's syndicate (including the **underwriters** thereof) shall be several and not joint and shall be solely to the extent of that company's or syndicate's individual subscription. No such company or syndicate shall be responsible for the subscription of any other such company or syndicate who for any reason does not satisfy all or part of its obligations hereunder.

## Complaints

Asta Managing Agency Limited is dedicated to providing the insured with a high quality service and we want to ensure that we maintain this at all times. If the insured feel that we have not offered insured a first class service please write and tell us and we will do our best to resolve the problem. If the insured has any questions or concerns about the insurance policy or the handling of a claim, the insured should, in the first instance, contact:

**The Compliance Officer**  
**Asta Managing Agency Limited**  
**5th Floor, Camomile Court, 23 Camomile**  
**Street, London, EC3A 7LL**  
**Tel. 020 7743 0900**

In the event that the insured remains dissatisfied and wish to make a complaint it may be possible in certain circumstances for the insured to refer the matter to the Complaints Department at Lloyd's. Their address is:

**Complaints Department**  
**Lloyd's**  
**One Lime Street, London, EC3M 7HA.**  
 Tel. 020 7327 5693  
 Fax: 020 7327 5225  
 Email: **Complaints@lloyds.com**

In the event that the Complaints Department is unable to resolve the insured's complaint, it may be possible for insured to refer it to the Financial Ombudsman Service

## About the Financial Ombudsman Service (FOS)

The Financial Ombudsman Service is an independent body that arbitrates on complaints about general insurance products. Eligible complainants are: Private individuals and 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 10 employees.

The FOS will only consider a complaint if the insured are an eligible complainant and if:

1. the insurer has been given an opportunity to resolve it and
2. the insurer has sent the insured a final response letter and
3. the insured has referred its complaint to the FOS within six (6) months of the insurer's final response letter.

If we have given insured our final decision and insured are still dissatisfied, insured may then refer the matter to the Financial Ombudsman Service. Postal Address:  
 Financial Ombudsman Service  
 South quay Plaza  
 183 Marsh Wall  
 London E14 9SR

Referral to the Financial Ombudsman does not affect insured right to take legal action against Doré Underwriting

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.

## Financial Services Compensation Scheme

We 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, Portsoken Street, London E1 8BN or from their website ([www.fscs.org.uk](http://www.fscs.org.uk)).