



# The Ski Company

## Terms of Business & Booking Conditions for 2018 trips

The Ski Company  
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# THE SKI COMPANY TERMS OF BUSINESS & BOOKING CONDITIONS

Please read these conditions carefully as your submission of a booking form represents an acceptance of the contract as detailed in these conditions. This contract is subject to English law and jurisdiction. No variation to these conditions is effective unless made in writing and signed by the proprietor of The Ski Company.

In addition, by accepting these terms & conditions you are hereby giving consent for representatives of The Ski Company to authorise, in an emergency, medical treatment for the person named in the booking.

1. **MAKING A BOOKING** - The contract is made directly with The Ski Company. No contract exists with The Ski Company, hereafter called the Company, until the Company has received the booking form, the deposit and we have confirmed this reservation in writing with you or your holiday organiser. Once the reservation has been accepted the following terms and conditions will apply. In the event that we cannot accommodate this reservation as the trip has already filled up we will refund your deposit in full whilst keeping details of this reservation on our reserve list. The parts that make up your holiday will be clearly shown in writing on your booking form or other documents sent to you. If you see an error or if you are unclear on the details of your holiday costs please contact us. If you are unable to store or reproduce anything that we send then please contact us immediately and we can re-send it in a different electronic format or print it and post it to you.

You must inform The Ski Company in writing of any changes to the your booking information.

2. **PAYMENT** - A deposit must be received at the time of your booking, details of further payments will be clearly shown on your booking form or on additional information supplied by the organisers of the trip. The payments due must be received by the Company by the dates clearly shown on your booking form or on the information supplied by the organisers otherwise the Company reserves the right, at its discretion, to cancel the booking and charge cancellation charges as set out in Condition 4 and/or levy additional surcharges as set out in Condition 3(b).

3. **PRICES AND SURCHARGES** - (a) Prices for holidays arranged by the Company are based on an exchange rate of £1 = CHF 1.50 or £1 = EUR 1.35 . (b) The Company guarantees that it will make no surcharges as a result of minor currency or fuel cost fluctuations provided that all payments are paid no later than the dates due (as in Condition 2). The Company reserves the right to review surcharges should circumstances arise which are outside the Company's control. The Company will not make any refunds should matters of currency exchange or fuel costs improve.

Please be aware that Sterling has suffered considerable falls in weeks following the Brexit vote and it is possible that we may have to look at a surcharge on the holiday cost at some stage if the value of Sterling does not recover. The maximum we can surcharge is 10% of the holiday cost so bear this in mind when making your reservation.

4. **IF YOU CANCEL YOUR BOOKING** - Cancellation is only effective when the Company is notified in writing by the person making the reservation. The following scale of cancellation charges will apply.

48+	weeks prior to departure	£50 or cost of flight	32 to 48 weeks prior to departure	20% of invoice price
20 to 31	weeks prior to departure	25% of invoice price	8 to 19 weeks prior to departure	30% of invoice price
4 to 7	weeks prior to departure	50% of invoice price	2 to 3 weeks prior to departure	60% of invoice price
Less than 2 weeks	to departure	80% of invoice price	Day of departure	100% of invoice price

NB. Some reasons for cancellation could be covered by your insurance policy.



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5. IF WE CANCEL YOUR HOLIDAY - The Company reserves the right in any circumstances to cancel your holiday and in this unlikely event, at the discretion of the Company, will refund to you all monies paid or will offer you an alternative available holiday of comparable standard to purchase. Reasons beyond the Company's control include, but are not limited to, war, riot, disputes, disasters, problems with or accidents to any mode of transport, closure of ports or airports, fire, bad weather, force majeure and breach of contract by the Company's suppliers.

6. IF YOUR SCHOOL CANCELS YOUR HOLIDAY (school groups only) - If the school has accepted this reservation but subsequently decides that in the run-up to departure participation is no longer permitted for whatever reason then cancellation charges will be applied as outlined above.

7. SNOW CONDITIONS - The Company cannot be held responsible for weather or snow conditions. Should lack of snow close all local ski lifts for over 24 hours the Company will attempt to transport you to an area where skiing is possible, this may involve extra costs which will be payable by you. You may be able to reclaim these costs from your own insurance company.

8. LIABILITY - We will arrange for you to have the services that make up the holiday you choose and that we confirm. These services will be provided either directly by the Company or by independent suppliers contracted by the Company. We are responsible for making sure that each part of the holiday you book with the Company is provided to a reasonable standard and as described. If any part of your holiday is not provided as described and this spoils your holiday, we will offer you compensation as deemed appropriate by the Company. The Company has taken all reasonable care to make sure that all the services which make up the holidays advertised are provided by efficient, safe and reputable businesses, and that they follow the local and national laws and regulations of the country where they are provided. Please note: the Company will not pay compensation for changes made because of war or threat of war, riots, civil disturbances, terrorist activity, industrial disputes, natural or nuclear disasters, fire, epidemics or health risks, technical problems with transport, closed or congested airports or ports and similar events beyond our control.

The company will endeavour, if requested, to provide helpful information on local suppliers. The company is not responsible in any way for services or information so provided or for any arrangements made directly by the client with local suppliers.

9. HOLIDAY PARTICIPATION - We can refuse to continue dealing with you if your behaviour is deemed disruptive and / or affects other holidaymakers. If we do this, we will not be responsible for any extra costs which you may have to pay. If the captain of your plane, or the driver of your coach believes that you could be disruptive, they can refuse to let you on the flight or coach at any time. If this means you are not allowed to board the flight or coach to your holiday resort, we will treat your booking as cancelled from that moment and you will have to pay full cancellation charges.

10. INSURANCE - You must have winter sports insurance for any trip with The Ski Company. In addition you should carry your European Health Insurance Card (EHIC) if you are eligible to have one. Some of our holidays have insurance included in the cost of the holiday and some do not so please check your booking form carefully. If we have arranged your holiday insurance for you a copy of the policy wording will be made available.

It is very important that we are aware of any pre-existing medical condition, illness or injury even if you are just having tests and have not yet been diagnosed. Failure to declare a pre-existing medical condition could invalidate your policy and make you liable for all costs incurred. If you do have a pre-existing condition that may or may not be covered by the standard insurance please tell us at the time of booking and if necessary, we will look for an alternative policy. Specialist insurance is likely to involve additional costs of which you will be informed. You will then have the choice of paying this additional charge or arranging your own cover.

Please remember that the cost of any additional premium is far outweighed by the potential consequences of being under-insured.



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If you decide to arrange your own insurance please remember to bring your policy with you.

11. AIRPORT TRANSFER - If we arrange your travel to or from the airport, your transfer may be by minibus, coach, car or train.

12. FLIGHTS - Flights booked by The Ski Company will likely be provided by a various airlines. If you are travelling from outside of the Schengen Zone we will require you passport details ( Advanced Passenger Information ) to complete the flight reservation, if requested it must be supplied in good time.

13 - SNOW SPORT SCHOOL - All pre-booked ski / snowboard lessons are subject to minimum numbers. We will advise you at least 14 days prior to departure if minimum numbers have not been reached and classes have to be rearranged.

14 - DAMAGE – All accommodation, equipment and facilities, whether owned or rented by The Ski Company, will be provided to you in good condition. Once you begin use of an item made available to you then it is understood that you are accepting responsibility for it and you will be charged for any damage subsequently discovered. The amount charged will be based on the cost of repairs or replacement, at the discretion of the owner. If more than one person is involved then the cost will be shared. If property or equipment becomes unusable, any consequential loss or cost to hire an alternative will also be charged to you.

N.B. Rental equipment – all rental ski/snowboard equipment is inspected on return and serviced regularly by our experienced workshop technician. Any damage - regardless of the cause - is your responsibility (please note: damage by rocks to base or edges will not be automatically accepted as just wear & tear, regardless of the snow conditions). Any repairs or replacements will require payment in resort and you will be given an invoice to reclaim these costs from your insurer if the policy you have provides for this. Children travelling as part of a school will not be expected to pay in resort but an insurance claim must be submitted to recover these.

## 15. YOUR FINANCIAL PROTECTION

ABTA - The Travel Association - Book with Confidence. The Ski Company is a Member of ABTA (membership Y6245) which means you have the benefit of ABTA's assistance and Code of Conduct. We provide full financial protection for your money. ABTA and ABTA Members help holidaymakers to get the most from their travel and assist them when things do not go according to plan.

We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer you ABTA's scheme for the resolution of disputes which is approved by the Chartered Trading Standards Institute. If we can't resolve your complaint, go to [www.abta.com](http://www.abta.com) to use ABTA's simple procedure. Further information on the Code and ABTA's assistance in resolving disputes can be found on [www.abta.com](http://www.abta.com).

Holidays covered by ATOL (licence 10789) - When you buy an ATOL protected flight or flight inclusive holiday from us you or your group organiser will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong. The Ski Company, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable). If The Ski Company, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such



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a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims maybe reassigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

Holidays NOT covered by ATOL In accordance with "The Package Travel, Package Holidays and Package Tours Regulations 1992" all passengers booking with The Ski Company are fully protected for the initial deposit and subsequently the balance of all monies paid to us, including repatriation if required, arising from cancellation or curtailment of your travel arrangements due to the insolvency of The Ski Company. There is no requirement for Financial Protection of day trips, and none is provided. This insurance is only valid for packages booked that DO NOT include flights. Consumer aware: Your booking is insured by IPP Ltd and its panel of insurers. - This insurance is only valid for passengers who book and pay directly with/to The Ski Company. If you have booked and/ or paid direct to a Travel Agent for a holiday with The Ski Company please request proof of how the booking is secured as this will not be covered by IPP Ltd in this instance. This Insurance has been arranged by International Passenger Protection Limited and underwritten by Certain underwriters at Lloyd's. For further information please go to [www.ipplondon.co.uk](http://www.ipplondon.co.uk)

16. TRAVEL DOCUMENTS - Every person travelling must have travel documents valid for their entire stay. The Ski Company is happy to advise but cannot be held responsible for missing, incorrect, invalid or out of date travel documents. Failure to provide the necessary documents may prevent your entry and no refunds will be given by The Ski Company.

17. YOUR PRIVACY - You consent to the Company contacting you by email to provide further details about the ski trip. Any information collected via the web site, the booking procedure, by telephone, post or email, will be used responsibly by the Company. We may, if necessary, supply information as required for your booking to our providers but we will not sell or pass on information to third parties for marketing purposes. Information may also be provided to public authorities such as customs or immigration if required by them, or as required by law. All card payments on our web site are handled by a reputable external payment processor. They are fully PCI-DSS compliant and all transactions are made over a secure connection. The Ski Company web site does not store any sensitive card information.

18. PHOTOS AND MARKETING - You consent to the Company using any images of you and/or members of your party taken during your holiday or trip, by members of our staff, for advertising and promotional purposes in any medium we choose. You grant us a perpetual, royalty-free, worldwide licence to use such images for publicity and promotional purposes, unless we are expressly notified in writing to the contrary, prior to your departure.

19. COMPLAINTS - Any complaints should be put immediately to the company's representative in resort in. In the event that the complaint is not settled to your satisfaction, you must write to the UK office within 28 days of your return home.

20. ADDITIONAL INFORMATION - (a) Our address and contact details are The Ski Company, 4a Nelson Arcade, Nelson Road, Greenwich, London UK SE10 9JB, web: [www.skicompany.net](http://www.skicompany.net), email [skicompany@skicompany.net](mailto:skicompany@skicompany.net), tel: 020 8858 9535. The information is as accurate as the Company can provide at the time of writing.

You will be advised of any substantial changes which become known later.



# **The Ski Company**

## **Group Policy Travel Insurance**

### **Youth Group**

*A Member of the  Zurich Insurance Group*

Endsleigh Insurance Services Limited is authorised and regulated by the Financial Conduct Authority.  
This can be checked on the Financial Services Register by visiting their website at [www.fca.org.uk/register](http://www.fca.org.uk/register)  
Endsleigh Insurance Services Limited, Company No. 856706 registered in England at Shurdington Road, Cheltenham Spa, Gloucestershire GL51 4UE.

# Introduction

This **Group Policy** travel insurance has been arranged by Endsleigh on behalf of the **Group Policyholder** for the benefit of the **Group Policyholder** and the **Beneficiaries**. It contains details of the cover, conditions and exclusions applicable and is the basis on which all claims will be settled.

In return for having accepted the premium **We** will provide cover to the **Group Policyholder** and **Beneficiaries** in accordance with the operative sections of this **Group Policy** as referred to in the **Statement of Insurance**.

The **Statement of Insurance** issued together with this **Group Policy** wording and any endorsements, shows which benefits the **Group Policyholder** has chosen, who is covered under this **Group Policy** and when and where cover applies. The **Group Policyholder** and the **Beneficiaries** should take the time to read this **Group Policy** carefully to ensure that it meets their needs.

This **Group Policy** wording, the **Statement of Insurance** and any endorsements all form part of the **Group Policy**. This is a contract between the **Group Policyholder** and **Us**. The **Group Policy** and all communications before and during the **Policy Term** will be provided in English.

## Residency

This **Group Policy** is only available to the **Beneficiary** if they are registered under the health care system in their **Home Country**.

## The Law applicable to this Group Policy

**We** and the **Group Policyholder** are free to choose the laws applicable to this **Group Policy**. **We** propose to apply the laws of England and Wales and by purchasing this **Group Policy** the **Group Policyholder** has agreed to this.

## Age eligibility

Cover under this **Group Policy** is not available to any **Beneficiary** aged 86 or over at the time of departure. Some benefits and **Excess** may be subject to age limitations as stated in the **Statement of Insurance**.

## Group Policy Excess

Under most sections of this **Group Policy**, claims will be subject to an **Excess**. This means that each **Beneficiary** will be responsible for paying the first part of each and every claim under each section for which an **Excess** applies.

## Group Policy information or advice

The **Group Policyholder** **MUST** give a copy of this **Group Policy** wording, **Statement of Insurance** and any endorsements to each **Beneficiary** at the time they are accepted for cover under this **Group Policy**. If the **Group Policyholder** would like more information or feel that this insurance may not meet their needs, telephone **Our** customer helpline on 0800 121 6560.

If any **Beneficiary** would like more information or feel that this insurance may not meet their needs, contact the **Group Policyholder** at the address shown in the **Statement of Insurance**.

## The Insurer

This **Group Policy** is underwritten by Zurich Insurance plc, which is authorised by the Central Bank of Ireland and subject to limited regulation by the Financial Conduct Authority. Details about the extent of **Our** regulation by the Financial Conduct Authority are available from **Us** on request.

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# Definitions

Any word or expression to which a specific meaning has been attached will bear the same meaning throughout this **Group Policy**. For ease of reading the definitions are highlighted by the use of bold print and will start with a capital letter.

**Baggage** – means luggage, clothing, personal effects, **Valuables** and other articles which belong to the **Beneficiary** (or for which the **Beneficiary** is legally responsible) which are worn, used or carried by the **Beneficiary** during any **Trip** but excluding **Group Money** and documents of any kind.

**Beneficiary/Beneficiaries** – means each person travelling on a **Trip** arranged by the **Group Policyholder** who is eligible to be covered under this **Group Policy** and for which details have been provided to **Us** by the **Group Policyholder**. A **Beneficiary** is not party to this contract which is solely between the **Group Policyholder** and **Us**.

**Bodily Injury** – means an identifiable physical injury sustained by the **Beneficiary** caused by sudden, unexpected, external and visible means. Injury as a result of the **Beneficiary's** unavoidable exposure to the elements shall be deemed to have been caused by **Bodily Injury**.

**Close Business Associate** – means any person whose absence from business for one or more complete days at the same time as the **Beneficiary's** absence prevents the proper continuation of that business.

**Close Relative** – means mother, father, sister, brother, wife, husband, daughter, son, grandparent, grandchild, parent-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, step parent, step child, step sister, step brother, foster child, legal guardian, partner, civil partner or fiancé/fiancée or aunt/uncle.

**Curtailement/Curtail** – means either:

- a) abandoning or cutting short the **Trip** by immediate and direct return to the **Beneficiary's Home Country**, in which case claims will be calculated from the day the **Beneficiary** returned to their **Home Country** and based on the number of complete days of the **Beneficiary's Trip** they have not used, or
- b) by attending a hospital abroad as an in-patient or being confined to the **Beneficiary's** accommodation abroad on the orders of their treating **Medical Practitioner** whether due to unforeseen **Bodily Injury** or illness and/or compulsory quarantine, in either case for a period in excess of 48 hours. Claims will be calculated from the day the **Beneficiary** was admitted to hospital or confined to their accommodation and based on the number of complete days for which the **Beneficiary** was hospitalised or confined to their accommodation.

**Emergency Assistance Service** – means the emergency assistance service provider, appointed by Zurich Insurance plc.

**Europe** – means Republic of Ireland, The Continent of Europe west of the Ural Mountains including all countries with a Mediterranean coastline (except Algeria, Israel, Lebanon and Libya), Iceland, The Mediterranean Islands, Madeira, Azores and the Canary Islands.

**Excess** – means the first amount stated in the **Statement of Insurance** of each and every claim that each **Beneficiary** will be responsible for paying under each section for which an **Excess** applies.

**Group Equipment** – means equipment which is accompanying the group (or for which the group is legally responsible) which are worn, used or carried by the **Beneficiary** during any **Trip**.

**Group Money** – means bank notes currency notes and coins in current use, travellers' and other cheques, postal or money orders, pre-paid coupons or vouchers, travel tickets, event and entertainment tickets, phonecards and credit/debit or charge cards all held for private purposes by a group leader.

**Group Policy** – means the documents consisting of the **Group Policy** wording, the **Statement of Insurance** and any applicable endorsements.

**Group Policyholder** – means the person, firm, company or organisation stated in the **Statement of Insurance** as being the **Group Policyholder**, that is resident or incorporated within the **United Kingdom** and which has entered into this **Group Policy** for the benefit of itself and the **Beneficiaries**.

**Home** – means the **Beneficiary's** normal place of residence in their **Home Country**.

**Home Country** – means the **Beneficiary's** normal country of residence.

**Medical Condition** – means any disease, illness or injury not otherwise excluded under this **Group Policy**.

**Medical Practitioner** – means a registered practising member of the medical profession who is not related to the **Beneficiary** or any person with whom they are travelling.

**Period of Cover** – Section 1 - Cancellation cover shall be operative from the time the **Beneficiary** is accepted for cover and terminates when the **Beneficiary** leaves their **Home** or in respect of a business **Trip** the **Beneficiary's** place of business in their **Home Country** (whichever is the later) to commence the **Trip**. For all other sections of this **Group Policy**, the insurance commences when the **Beneficiary** leaves their **Home** or in respect of a business **Trip** the **Beneficiary's** place of business in their **Home Country** (whichever is the later) to commence the **Trip** and terminates at the time of the **Beneficiary's** return to their **Home** or place of business in their **Home Country** (whichever is the earlier) on completion of the **Trip**. Any **Trip** that had already begun at the time of the **Beneficiary** being accepted for cover will not be covered. The **Period of Cover** is automatically extended for the period of the delay (but not exceeding 30 days in total unless otherwise agreed in writing by **The Insurer**) in the event that the **Beneficiary's** return to their **Home Country** is unavoidably delayed due to an event insured by this **Group Policy**.

**Policy Term** - means the period shown in the **Statement of Insurance** for which the **Group Policyholder** has taken out this **Group Policy** and for which the premium has been paid. The **Policy Term** may, at **Our** discretion, be extended subject to payment of any additional premium required.

**Statement of Insurance** – means the document detailing the insurer, the policy number, the Policy Term, the sections of which are operative, benefits for each section of cover and any special terms and conditions which may apply to the **Group Policy**.

**Ski Equipment** – means skis (including bindings), ski boots, ski poles and snowboards.

**Terrorism** – means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisations(s) or governments, 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.

**Trip** – means any holiday, business or pleasure trip or journey as shown in the **Statement of Insurance** made by the **Beneficiary** within the cover area shown in the **Statement of Insurance** which begin and end in the **Beneficiary's Home Country** but excluding one way trips or journeys.

**Unattended** – means when the **Beneficiary's** vehicle or property are not in full view of and not in a position to prevent unauthorised interference with their property or vehicle.

**United Kingdom/UK** – means England, Scotland, Wales and Northern Ireland.

**Valuables** – means jewellery, watches, furs, precious and semi-precious stones and articles made of or containing gold, silver or other precious metals; mobile phones, smartphones and other telecommunications equipment; cameras and other photographic equipment, telescopes and binoculars; audio/video equipment (including radios, cassette/compact disc players, mp3 and mp4 players, camcorders, DVD, video, televisions, and other similar audio and video equipment and headphones); satellite navigation equipment; computers and computer equipment (including tablets, PDAs, personal organisers, laptops, notebooks, netbooks and the like); computer games equipment (including consoles, games and peripherals); CDs, DVDs and recordable media including USB sticks, SD cards, tapes, films, cassettes, cartridges and the like.

**We/Us/Our** – means Zurich Insurance plc or Endsleigh Insurance Services Limited acting as administrator on its behalf.

# General conditions applicable to the whole Group Policy

Both the **Group Policyholder** and the **Beneficiaries** **MUST** comply with the following conditions to have the full protection of this **Group Policy**.

If the **Group Policyholder** or the **Beneficiaries** do not comply with such conditions **We** may at **Our** option cancel the **Group Policy** or refuse to deal with any claim or reduce the amount of any claim payment.

## 1. Dual insurance

If at the time of any incident which results in a claim under this **Group Policy**, there is another insurance covering the same loss, damage, expense or liability **We** will not pay more than **Our** proportional share (not applicable to section 3 – Personal accident).

## 2. Reasonable precautions

Both the **Group Policyholder** and the **Beneficiary** **MUST** take and cause to be taken all reasonable precautions to avoid injury, illness, disease, loss, theft or damage and also take all practicable steps to safeguard property from loss or damage and to recover property lost or stolen.

## 3. Cancellation of the Group Policy

### 14 Day Cooling Off Period

The **Group Policyholder** may cancel this **Group Policy** and all associated cover sections within 14 days starting from the day the **Group Policyholder** received the **Group Policy** by writing to the address shown in the **Statement of Insurance**. **We** will refund the premium less a charge for any period for which cover applied. **We** also reserve the right to charge a cancellation fee as shown in the **Group Policy** summary. In the event any **Beneficiaries** have travelled or a claim or an incident likely to give rise to a claim has occurred during the period for which cover applied, no refund of premium will be given.

### Cancellation Outside the 14 Day Cooling Off Period

This **Group Policy** may be cancelled:

- a) by the **Group Policyholder** sending **Us** notice to the address shown on the **Statement of Insurance**. **We** will return a proportionate refund of the premium paid in respect of the unexpired term of this **Group Policy**. **We** also reserve the right to charge a cancellation fee as shown in the **Group Policy** summary. In the event any **Beneficiary** has travelled or a claim or an incident likely to give rise to a claim has occurred during the current **Policy Term**, no refund of premium will be given.
- b) by **Us** or **Our** authorised underwriting agents where there is a valid reason for doing so by giving the **Group Policyholder** 21 days' notice in writing to their last known address. **We** will refund any premium which may be due to the **Group Policyholder** in accordance with the terms of this condition. Valid reasons for cancellation may include but are not limited to:
  - If the **Group Policyholder** advises **Us** of a change of risk under this **Group Policy** which **We** are unable to insure;
  - Where the **Group Policyholder** fails to respond to requests from **Us** for further information or documentation;
  - Where the **Group Policyholder** has given incorrect information and fails to provide clarification when requested;
  - Where the **Group Policyholder** is in breach of any of the terms and conditions which apply to this **Group Policy**;
  - Where **We** reasonably suspect fraud; or
  - The use of threatening or abusive behaviour or language, or intimidation or bullying of **Our** staff or suppliers, by the **Group Policyholder** or any person acting on their behalf

- c) by **Us** or **Our** authorised underwriting agents if **We** have been unable to collect a premium payment. In this case the **Group Policyholder** will be notified in writing requesting payment by a specific date. If payment is not received by this date the **Group Policyholder** will be written to again notifying them that payment has not been received and giving them seven days' notice for a final payment. If payment is not received by that date **We** will cancel this **Group Policy** with immediate effect and notify the **Group Policyholder** in writing that such cancellation has taken place.

#### **4. Withdrawal of Participation by a Beneficiary**

A **Beneficiary** may withdraw from participation in the **Group Policy** by giving written notice of that intention to the **Group Policyholder** specified in the **Statement of Insurance**. Any return of premium due to the **Group Policyholder** as a result of a **Beneficiary's** withdrawal from participation in the **Group Policy** will be calculated from the date such participation ceases or the date **We** have received written notice whichever is the later. No return of premium will be paid or allowed where such **Beneficiary** has travelled on a **Trip** covered under this **Group Policy** or been the subject of a claim during any period for which cover was provided. **We** also reserve the right to charge a reasonable administration fee.

#### **5. Sanctions**

**We** will not be held liable to provide cover or make any payments or provide any service or benefit to any **Group Policyholder**, **Beneficiary** or other party to the extent that such cover, payment, service, benefit and/or business or activity of the **Group Policyholder** or **Beneficiary** would violate any applicable trade or economic sanctions law or regulation.

# Claims Conditions

In the event of the **Group Policyholder** or any **Beneficiary** wanting to make a claim against the **Group Policy**, Endsleigh will be acting on behalf of the insurer on negotiating and settling the claim with them. To make a claim, phone the telephone number detailed in the 'How to make a claim' section of the **Group Policy** summary.

If the **Group Policyholder** or any **Beneficiary** does not comply with the claims conditions **We** may at **Our** option cancel the **Group Policy**, refuse to deal with any claim or reduce the amount of any claim payment.

## 1. Claims

Depending on the type of claim **We** should be notified preferably via **Our** website [www.endsleigh.co.uk](http://www.endsleigh.co.uk). Alternatively notify **Us** by email, phone or write to **Us** at the address given below:

### All claims

Endsleigh Insurance, Shurdington Road  
Cheltenham Spa, Gloucestershire GL51 4UE  
Tel. Tel: 0844 472 0454 or from abroad Tel: +44(0) 1242 217301  
Email: [travel.claims@endsleigh.co.uk](mailto:travel.claims@endsleigh.co.uk)

The notification MUST be made within 31 days or as soon as possible thereafter following any **Bodily Injury**, illness, disease, incident, event, redundancy or the discovery of any loss, theft or damage which may give rise to a claim under this **Group Policy**.

The **Group Policyholder** and/or the **Beneficiary** MUST also inform **Us** if they are aware of any writ, summons or impending prosecution. Every communication relating to a claim MUST be sent to **Us** without delay. The **Group Policyholder**, the **Beneficiary** and/or anyone acting on their behalf MUST not negotiate admit or repudiate any claim without **Our** written consent.

The **Group Policyholder**, the **Beneficiary** and/or their legal representatives MUST supply at their own expense all information, evidence, details of household insurance and medical certificates as required by **Us**. **We** reserve the right to require the **Beneficiary** to undergo an independent medical examination at **Our** expense. **We** may also request and will pay for a post-mortem examination where necessary.

All claimants under this **Group Policy** MUST retain any property which is damaged, and, if requested, send it to **Us** at their own expense. If **We** pay a claim for the full value of the property and it is subsequently recovered or there is any salvage then it will become **Our** property. **We** may refuse to reimburse a claimant for any expenses for which they cannot provide proof of ownership such as an original receipt, a valuation, original user manual or bank credit card statements.

## 2. Subrogation

**We** are entitled to take over any rights in the defence or settlement of any claim and to take proceedings in the **Group Policyholder** or the **Beneficiary's** name for **Our** benefit against any other party.

## 3. Fraud

The **Group Policyholder** and the **Beneficiaries** MUST not act in a fraudulent manner. If the **Group Policyholder**, a **Beneficiary** or anyone acting for them

- a) Makes a claim under the **Group Policy** knowing the claim to be false or fraudulently exaggerated in any respect or

- b) Makes a statement in support of a claim knowing the statement to be false in any respect or
- c) Submit a document in support of a claim knowing the document to be forged or false in any respect or
- d) Makes a claim in respect of any loss or damage caused by the **Group Policyholder** or a **Beneficiary's** wilful act or with their connivance

Then

- a) **We** shall not pay the claim
- b) **We** shall reserve the right not pay any other claim which has been or will be made under the **Group Policy**
- c) **We** may at **Our** option declare the **Group Policy** void
- d) **We** shall be entitled to recover from the **Group Policyholder** and/or the **Beneficiary** the amount of any claim already paid under the **Group Policy**
- e) **We** shall not make any return of premium
- f) **We** may inform the Police of the circumstances.

#### 4. Paying Claims

##### 1. Death

- a) If a **Beneficiary** is 18 years old or over, **We** will pay the claim to the **Beneficiary's** estate and the receipt given to **Us** by the **Beneficiary's** personal representatives shall be a full discharge of all liability by **Us** in respect of the claim.
- b) If a **Beneficiary** is aged under 18 years **We** will pay any claim for death to the **Beneficiary's** parent or legal guardian. The **Beneficiary's** parent or legal guardian's receipt shall be a full discharge of all liability by **Us** in respect of the claim.

##### 2. All other claims

- a) If a **Beneficiary** is 18 years or over, **We** will pay the claim to the **Beneficiary** and the **Beneficiary's** receipt shall be a full discharge of all liability by **Us** in respect of the claim.
- b) If a **Beneficiary** is aged under 18 **We** will pay the appropriate benefit amount to the **Beneficiary's** parent or legal guardian for the **Beneficiary's** benefit. The **Beneficiary's** parent or legal guardian's receipt shall be a full discharge of all liability by **Us** in respect of the claim.

# Important conditions relating to health

The **Beneficiaries** **MUST** comply with the following conditions to have full protection of the **Group Policy**. If the **Beneficiaries** do not comply **We** may at **Our** option cancel the **Group Policy** or refuse to deal with any claim or reduce the amount of any claim payment.

It is a condition of this **Group Policy** that a **Beneficiary** will not be covered under section 1 – Cancellation or Curtailment charges, section 2 – Emergency medical and other expenses and section 3 – Personal accident for any claims arising directly or indirectly from:

## 1. At the time of being accepted for cover:

- A. Any **Medical Condition** where the **Beneficiary**, their **Close Relative** or **Close Business Associate**:
  - I. has received a terminal prognosis.
  - II. is experiencing symptoms and which has not been reviewed by their **Medical Practitioner**.
  - III. has not had a diagnosis, whether or not it is still under investigation.
- B. Any of the **Medical Conditions** stated below suffered by the **Beneficiary** (until such time as they have obtained written confirmation from their **Medical Practitioner** that they are fit to undertake the **Trip** for which they have been accepted for cover):
  - I. a. a heart condition or heart related condition, high blood pressure or a stroke.
  - b. any form of cancer for which the **Beneficiary** has received treatment in the last 5 years.
  - c. any condition for which the **Beneficiary** has suffered symptoms or which has been diagnosed within the last 12 months or for which there has been a change in treatment (including medication, dosage, surgery, tests, investigations or diet).
  - d. any long term or ongoing **Medical Condition** the **Beneficiary** has that their **Medical Practitioner** has recommended should be regularly reviewed, and where the **Beneficiary** has not complied with such recommendation.

Please note that the **Beneficiary**:

- 1. must obtain such written confirmation prior to commencement of the **Trip**.
- 2. should retain such written confirmation which may be required in the event of a claim.

## 2. At any time:

Any claim due to:

- A. Any serious, chronic or recurring **Medical Condition** affecting the **Beneficiary's Close relatives**, or **Close Business Associate** on which the **Beneficiary's Trip** depends that was diagnosed before the **Beneficiary's Trip** was booked (or commencement of the **Period of Cover** if later), and which could reasonably be expected to result in the **Beneficiary** having to cancel their **Trip**.
- B. Any **Medical Condition**:
  - I. the **Beneficiary** has in respect of which a **Medical Practitioner** has advised the **Beneficiary** not to travel or would have done so had they sought his/her advice.
  - II. for which the **Beneficiary** is travelling with the intention of obtaining medical treatment (including surgery or investigation) or advice.
  - III. for which the **Beneficiary** is not taking the recommended treatment or prescribed medication as directed by a **Medical Practitioner**.
- C. The **Beneficiary** travelling against any health requirements stipulated by the carrier, their handling agents or other public transport provider.

The **Group Policyholder** and **Beneficiaries** should also refer to the general exclusions on page 10.

# General exclusions applicable to all sections of the Group Policy

We will not pay for claims arising directly or indirectly from or in connection with:

- 1.a) War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.
  - b) **Terrorism**, but this exclusion shall not apply to losses under section 2 – Emergency medical and other expenses and section 3 – Personal accident unless such losses are caused by nuclear, chemical or biological attack, or the disturbances were already taking place at the beginning of any **Trip**.
2. Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste, from combustion of nuclear fuel, the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component of such assembly.
3. Loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
4. The **Beneficiary's** pursuit of winter sports unless sections 7, 8, 9, 10 and 11 are shown as covered in the **Statement of Insurance**, in which case cover will apply to:
  - a) the winter sports shown in the list on page 12 and
  - b) any other winter sports shown as covered in the **Statement of Insurance**.
5. The **Beneficiary's** participation in or practice of any professional entertaining or professional sports.
6. The **Beneficiary's** participation in or practice of any other sport or activity, manual work or racing unless:
  - a) shown as covered without charge in the list on page 11 or
  - b) shown as covered in the **Statement of Insurance**.
7. The **Beneficiary's** wilfully, self-inflicted injury or illness, suicide or attempted suicide, sexually transmitted diseases, solvent abuse, alcohol abuse, the use of drugs (other than drugs taken in accordance with treatment prescribed and directed by a **Medical Practitioner**, but not for the treatment of drug addiction), self-exposure to needless peril (except in an attempt to save human life).
8. The **Beneficiary's** own unlawful action or any criminal proceedings against them.
9. Unless specifically covered under this insurance, any other loss, damage or additional expense following on from the event for which the **Beneficiary** is claiming. Examples of such loss, damage or additional expense would be the cost of replacing locks after losing keys, costs incurred in preparing a claim or loss of earnings following **Bodily Injury** illness or disease.
10. Operational duties of a member of the Armed Forces (other than claims arising from authorised leave being cancelled due to operational reasons, as provided for under sub section 4. of section 1 – Cancellation or curtailment charges).
11. The **Beneficiary's** use of a motorised vehicle on a **Trip** covered under this **Group Policy** unless a full driving licence is held permitting the use of such vehicles in the country concerned.
12. The **Beneficiary's** travel to a country or specific area or event to which the Travel Advice Unit of the Foreign & Commonwealth Office or the World Health Organisation has advised the public not to travel.
13. Any circumstances the **Group Policyholder** or **Beneficiary** is aware of at the time of taking out this **Group Policy** that could reasonably be expected to give rise to a claim



# Sports and activities covered

The following lists detail the sports and activities that this **Group Policy** will cover. If a **Beneficiary** is participating in any other sports or activities not mentioned, they should telephone the **Group Policyholder** shown in the **Statement of Insurance** as they may be able to offer cover for an additional premium. Details of those sports and activities for which additional cover has been purchased will be added to the **Statement of Insurance**.

Please note that cover under section 6 – Personal liability is excluded where a **Beneficiary** is participating in any sport or activity marked with \*.

## Covered as standard

administrative or clerical occupations  
 aerobics  
 archery  
 badminton  
 banana boating  
 baseball  
 basketball  
 bmx biking (wearing a helmet and no stunting)  
 body boarding (boogie boarding)  
 bowls  
 bungee jumping (1 jump only within professional organiser's guidelines and wearing appropriate safety equipment)  
 \*camel riding  
 canoeing (up to grade 2 rivers)  
 \*catamaran sailing (if qualified or accompanied by a qualified person and no racing)  
 \*clay pigeon shooting  
 climbing (on indoor climbing wall only)  
 cricket croquet  
 curling  
 cycling (wearing a helmet)  
 deep sea fishing  
 \*dinghy sailing  
 \*driving any motorised vehicle for which the **Beneficiary** is licensed to drive in their **Home Country** (other than in motor rallies or competitions)  
 elephant riding

fell walking/running  
 fencing  
 fishing  
 flying as a fare paying passenger in a fully licensed passenger carrying aircraft  
 football (amateur only and not main purpose of **Trip**)  
 glacier walking  
 \*go karting (within organisers guidelines)  
 golf  
 hiking  
 horse riding (wearing a helmet and excluding competitions, jumping and hunting)  
 hot air ballooning (organised pleasure rides only)  
 hydro zorbing  
 \*jet boating  
 \*jet skiing  
 jogging  
 kayaking (up to grade 2 rivers)  
 netball  
 octopus  
 open water swimming (professionally escorted tours only)  
 orienteering  
 \*paint balling (wearing eye protection)  
 pony trekking (wearing a helmet)  
 \*quad biking (wearing a helmet)  
 racket ball

rambling  
 \*rifle range shooting  
 ringos  
 roller skating and blading (wearing pads & helmets)  
 rounders  
 rowing  
 running (non-competitive and not marathon of any type)  
 safari trekking in a vehicle (must be organised tour)  
 safari trekking on foot (must be organised tour)  
 \*sailing (if qualified or accompanied by a qualified person)  
 sandboarding  
 sand dune surfing/skiing  
 \*sand yachting  
 scuba diving to max depth 18 metres below sea level (only if qualified scuba diver and not diving alone, or accompanied by qualified instructor)  
 \* shooting/small bore target shooting (within organisers guidelines)  
 skateboarding (wearing pads & helmets)  
 snorkelling  
 softball  
 squash  
 students working as counsellors or university exchanges for practical course work (non manual)  
 surfing

swimming  
 swimming with dolphins  
 Sydney harbour bridge walk  
 table tennis  
 ten pin bowling  
 tennis  
 track and field athletics  
 trampolining  
 trekking up to 2,500 metres altitude  
 tug of war  
 volleyball  
 wake boarding  
 walking  
 \*war games (wearing eye protection)  
 water polo  
 water skiing  
 whale watching  
 wind surfing  
 working farm visits (organised visit supervised by teachers and farm staff)  
 \*yachting (if qualified or accompanied by a qualified instructor and no racing)  
 zorbing

**Covered if the appropriate  
winter sports premium has  
been paid**

dry slope skiing

ice skating

kick sledging

ski – blading

skiing on piste skiing – mono

skiing - off piste with a guide

sledging

\* sledging pulled by horse, dog or  
reindeer as a passenger

snow boarding

snow shoe walking

# Emergency and Medical Service

In the event of a serious illness or accident which may lead to in-patient hospital treatment or before any arrangements are made for repatriation or in the event of **Curtailement** necessitating the **Beneficiary's** early return **Home** the **Beneficiary** **MUST** contact the Emergency Assistance Service. The service is available to the **Beneficiary** and operates 24 hours a day, 365 days a year for advice, assistance, making arrangements for hospital admission, repatriation and authorisation of medical expenses. If this is not possible because the condition requires immediate emergency treatment the **Beneficiary** **MUST** contact the **Emergency Assistance Service** as soon as possible. Private medical treatment is not covered unless authorised specifically by the Emergency Assistance Service or if stated in the **Statement of Insurance**.

## Medical assistance abroad

The **Emergency Assistance Service** has the medical expertise, contacts and facilities to help should the **Beneficiary** be injured in an accident or fall ill. The **Emergency Assistance Service** will also arrange transport **Home** when this is considered to be medically necessary or when the **Beneficiary** has notice of serious illness or death of a **Close Relative** at **Home**.

## Payment for medical treatment abroad

If the **Beneficiary** is admitted to a hospital/clinic while abroad, the **Emergency Assistance Service** will arrange for medical expenses covered by the **Group Policy** to be paid direct to the hospital/clinic. To take advantage of this benefit someone **MUST** contact the **Emergency Assistance Service** for the **Beneficiary** as soon as possible.

For simple out-patient treatment, the **Beneficiary** should pay the hospital/clinic and submit a claim for reimbursement under this **Group Policy**. The **Beneficiary** should beware of requests to sign for excessive treatment or charges. If in doubt regarding any such requests, please call the **Emergency Assistance Service** for guidance.

## Reciprocal health agreements

### EU, EEA or Switzerland

If the **Beneficiary** is travelling to countries within the European Union (EU), the European Economic Area (EEA) or Switzerland they are strongly advised to obtain a European Health Insurance Card (EHIC) postal application form from their local Post Office. The **Beneficiary** can also apply either online through [www.dh.gov.uk/travellers](http://www.dh.gov.uk/travellers) or by telephoning 0845 606 2030. This will entitle them to benefit from the reciprocal health care arrangements which exist between countries within the EU/EEA or Switzerland.

In the event of liability being accepted for a medical expense which has been reduced by the use of either a European Health Insurance Card or private health insurance, **We** will not apply the deduction of **Excess** under section 2 - Emergency medical and other expenses.

### Australia

If the **Beneficiary** requires medical treatment in Australia they **MUST** enrol with a local MEDICARE office. The **Beneficiary** does not need to enrol on arrival but they **MUST** do this after the first occasion they receive treatment. In-patient and out-patient treatment at a public hospital is then available free of charge. Details of how to enrol and the free treatment available can be found by visiting the MEDICARE website on <http://www.humanservices.gov.au>. Alternatively please call the **Emergency Assistance Service** for guidance

If the **Beneficiary** is admitted to hospital contact **MUST** be made with the **Emergency Assistance Service** as soon as possible and their authority obtained in respect of any treatment NOT available under MEDICARE.

Contact the Emergency Assistance Service on telephone number: +44 (0)1243 621058

# Section 1 – Cancellation or curtailment charges

## What is covered

We will reimburse the **Beneficiary** up to the amount stated in the **Statement of Insurance** for any irrecoverable unused travel and accommodation costs and other pre- paid charges which the **Beneficiary** has paid or is contracted to pay together with any reasonable additional travel expenses incurred if:

- a) cancellation of the Trip is necessary and unavoidable or
- b) the Trip is Curtailed before completion

as a result of any of the following events occurring during the **Period of Cover**:

1. The death, **Bodily Injury**, illness or complication arising as a direct result of pregnancy of:
  - a) The **Beneficiary**
  - b) any person with whom the **Beneficiary** is travelling or has arranged to travel with
  - c) any person with whom the **Beneficiary** has arranged to reside temporarily
  - d) The **Beneficiary's Close Relative**
  - e) The **Beneficiary's Close Business Associate**.
2. Compulsory quarantine on the order of a treating **Medical Practitioner**, jury service attendance or being called as a witness at a Court of Law of the **Beneficiary** or any person with whom they are travelling or have arranged to travel with.
3. Redundancy (which qualifies for payment under the current **Beneficiaries Home Country** redundancy payment legislation and at the time of booking the **Trip** there was no reason to believe anyone would be made redundant) of the **Beneficiary** or a parent of a **Beneficiary** aged under 18 years of age or any person with whom the **Beneficiary** is travelling or have arranged to travel with.

## What is not covered

1. The **Excess** amount as stated in the **Statement of Insurance**.
2. The cost of Airport Departure Duty.
3. Any claims arising directly or indirectly from:
  - a) Redundancy caused by or resulting from misconduct leading to dismissal or from resignation or voluntary redundancy or where a warning or notification of redundancy was given prior to the date this insurance is purchased by the **Beneficiary** or the time of booking any **Trip** (whichever is the earlier).
  - b) circumstances known to the **Group Policyholder** or the **Beneficiary** prior to the date any such **Beneficiary** is accepted for cover or the time of booking any **Trip** (whichever is the earlier) which could reasonably have been expected to give rise to cancellation or **Curtailement** of the **Trip**..
  - c) Normal pregnancy, without accompanying **Bodily Injury**, illness, disease or complication. This section is designed to provide cover for unforeseen events, accidents, illnesses and diseases and normal childbirth would not constitute an unforeseen event.
4. Travel tickets paid for using any airline mileage reward scheme, for example Air Miles.
5. Anything mentioned in the general exclusions on page 10.

The **Group Policyholder** and the **Beneficiaries** should also refer to the important conditions relating to health on page 9.

### What is covered

4. The **Beneficiary** or a parent of a **Beneficiary** aged under 18 years of age or any person with whom the **Beneficiary** is travelling or have arranged to travel with who is a member of the Armed Forces, Police, Fire, Nursing or Ambulance Services or employees of a Government Department having their authorised leave cancelled for operational reasons, provided that such cancellation or **Curtailment** could not reasonably have been expected at the time this insurance is purchased by the **Beneficiary** .
5. The Police requesting the **Beneficiary** to remain at or return to their **Home** due to serious damage to their **Home** caused by fire, aircraft, explosion, storm, flood, subsidence, malicious persons or theft.

### Special conditions relating to claims

1. The **Beneficiary** MUST obtain (at their own expense) a medical certificate from a **Medical Practitioner** in attendance and prior approval of the **Emergency Assistance Service** to confirm the necessity to return Home prior to **Curtailment** of the **Trip** due to death, **Bodily Injury**, illness or complication arising as a direct result of pregnancy.
2. If the **Beneficiary** fails to notify the travel agent, tour operator or provider of transport/accommodation as soon as it is found necessary to cancel the **Trip**, **Our** liability shall be restricted to the cancellation charges that would have applied had failure not occurred.
3. If the **Beneficiary** cancels the **Trip** due to
  - a) Stress, anxiety, depression or any other mental or nervous disorder that they, any person with whom they are travelling or have arranged to travel with, any person with whom they have arranged to reside temporarily, The **Beneficiary's Close Relative** or The **Beneficiary's Close Business Associate** are suffering from the **Beneficiary** MUST provide a medical certificate from a consultant specialising in the relevant field or
  - b) Any other **Bodily Injury**, illness or complications arising as a direct result of pregnancy they MUST provide a medical certificate from a **Medical Practitioner** stating that this necessarily and reasonably prevented them from travelling.

# Section 2 – Emergency medical and other expenses

## What is covered

We will pay up to the amount stated in the **Statement of Insurance** for the following expenses which are necessarily incurred within 12 months of the incident as a result of the **Beneficiary** suffering unforeseen **Bodily Injury** or illness and/or compulsory quarantine on the orders of a treating **Medical Practitioner** whilst on a **Trip** during the **Period of Cover**:

1. Emergency medical, surgical, hospital, ambulance and nursing fees and charges incurred outside the **Beneficiary's Home Country**.
2. Emergency dental treatment for the immediate relief of pain (to natural teeth only) up to the amount stated in the **Statement of Insurance** outside the **Beneficiary's Home Country**.
3. In the event of the **Beneficiary's** death:
  - a) outside the **Beneficiary's Home Country** the reasonable additional cost of funeral expenses abroad plus the reasonable cost of conveying their ashes or their body to their **Home**.
  - b) within the **Beneficiary's Home Country** the reasonable additional cost of returning their ashes or body to their **Home**.This includes, with the prior authorisation of the **Emergency Assistance Service**, reasonable transport and accommodation expenses for **Close Relatives** to travel to the **Beneficiary** plus the reasonable cost of their return **Home**.
4. Reasonable additional transport of the identical class of travel utilised on the outward journey and or accommodation expenses incurred, up to the standard of the **Beneficiary's** original booking, if it is medically necessary for them to stay beyond their scheduled return date.

This includes, with the prior authorisation of the **Emergency Assistance Service**, reasonable additional transport and/or accommodation expenses for one friend or **Close Relative** to remain with the **Beneficiary** or travel to them from their **Home Country** or escort them and additional travel expenses to return the **Beneficiary** to their **Home** if they are unable to use the return ticket.

## What is not covered

1. The **Excess** amount as stated in the **Statement of Insurance**.
2. Any claims arising directly or indirectly in respect of:
  - a) Cost of telephone calls, other than:
    - i) calls to the **Emergency Assistance Service** notifying and dealing with the problem for which the **Beneficiary** is able to provide receipts or other reasonable evidence to show the cost of the calls and the numbers telephoned
    - ii) any costs incurred by the **Beneficiary** when the **Beneficiary** receive calls on their mobile telephone from the **Emergency Assistance Service** for which they are able to provide receipts or other reasonable evidence to show the cost of the calls.
  - b) The cost of taxi fares, other than those for the **Beneficiary's** travel to or from hospital relating to their admission, discharge or attendance for outpatient treatment or appointments or for collection of medication prescribed for the **Beneficiary** by the hospital. However any costs incurred by the **Beneficiary** to visit another person in hospital are not covered.
  - c) The cost of treatment or surgery, including exploratory tests, which are not directly related to the **Bodily Injury** or illness which necessitated the **Beneficiary's** admittance into hospital.
  - d) Any expenses which are not usual, reasonable or customary to treat the **Beneficiary's Bodily Injury** or illness.
  - e) Any form of treatment or surgery which in the opinion of the **Medical Practitioner** in attendance and the **Emergency Assistance Service** can be delayed reasonably until the **Beneficiary's** return to their **Home Country**.
  - f) Expenses incurred in obtaining or replacing medication or obtaining treatment or ongoing regular therapy, which at the time of departure is known to be required or to be continued outside the **Beneficiary's Home Country**.
  - g) Additional costs arising from single or private room accommodation.

### What is covered

5. With the prior authorisation of the Emergency Assistance Service, the additional costs incurred in the use of air transport or other suitable means, including qualified attendants, to repatriate the **Beneficiary** to their **Home** if it is medically necessary. Repatriation expenses will be in respect only of the identical class of travel utilised on the outward journey unless the **Emergency Assistance Service** agree otherwise.
6. We will pay up to the amount stated in the **Statement of Insurance** for reasonable additional travel and accommodation expenses incurred if the **Beneficiary** has a replacement group leader sent out to their party following a valid **Curtailment** claim being made under Section 1 – Cancellation or curtailment charges, by the official group leader.

### What is not covered

- h) Treatment or services provided by a health spa, convalescent or nursing home or any rehabilitation centre unless agreed by the Emergency Assistance Service.
  - i) Any expenses incurred after the **Beneficiary** has returned to their **Home Country**.
  - j) Any expenses incurred in England, Scotland, Wales or Northern Ireland which are:
    - i) for private treatment or
    - ii) are funded by, or are recoverable from the Health Authority in the **Beneficiary's Home Country**.
  - k) Expenses incurred as a result of a tropical disease where the **Beneficiary** has not had the recommended inoculations and/or taken the recommended medication
  - l) The **Beneficiary's** decision not to be repatriated after the date when in the opinion of the **Emergency Assistance Service** it is safe to do so.
  - m) Normal pregnancy, without any accompanying **Bodily Injury**, illness, disease or complication. This section is designed to provide cover for unforeseen events, accidents, illnesses and diseases and normal childbirth would not constitute an unforeseen event.
3. Anything mentioned in the general exclusions on page 10

The **Group Policyholder** and the **Beneficiaries** should also refer to the important conditions relating to health on page 9.

### Special conditions relating to claims

1. The **Beneficiary** (or someone on their behalf) **MUST** give notice as soon as possible to the **Emergency Assistance Service** of any **Bodily Injury** or illness which necessitates the **Beneficiary's** admittance to hospital as an in-patient or before any arrangements are made for the **Beneficiary's** repatriation.
2. In the event of the **Beneficiary's Bodily Injury** or illness **We** reserve the right to relocate them from one hospital to another and arrange for their repatriation to the their **Home Country** at any time during the **Trip**. **We** will do this if in the opinion of the **Medical Practitioner** in attendance or the **Emergency Assistance Service** the **Beneficiary** can be moved safely and/or travel safely to their **Home Country** to continue treatment.

# Section 3 - Personal accident

**Special Definitions relating to this section** (which are shown in bold italics)

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

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

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

## What is covered

1. We will pay one of the benefits stated in the **Statement of Insurance** if the **Beneficiary** sustains **Bodily Injury** whilst on a **Trip** during the **Period of Cover** which shall solely and independently of any other cause, result within two years in the **Beneficiary's** death, ***Loss of limb***, ***Loss of sight*** or permanent total disablement.
2. We will pay the benefit stated in the **Statement of Insurance** if the **Beneficiary** contracts an illness during the **Period of Cover** which shall solely and independently of any other cause, result in the **Beneficiary's** death during the **Period of Cover**.

## Special conditions relating to claims

1. **Our Medical Practitioner** may examine the **Beneficiary** as often as they deem necessary in the event of a claim.

## Provisions

1. Benefit is not payable to the **Beneficiary**:
  - a) Under more than one of items i, ii, or iii as stated in the **Statement of Insurance**.
  - b) Under item iii. as stated in the **Statement of Insurance** until one year after the date they sustain **Bodily Injury**
  - c) Under item iii. as stated in the **Statement of Insurance** if they are able or may be able to carry out any relevant employment or relevant occupation

## What is not covered

1. Any claim for death from illness as a result of a tropical disease where the **Beneficiary** has not had the recommended inoculations and/or taken the recommended medication.
2. Anything mentioned in the general exclusions on page 10.

The **Group Policyholder** and the **Beneficiaries** should also refer to the Important conditions relating to health on page 9.



# Section 4 – Baggage

## What is covered

1. We will pay the **Beneficiary** up to the amount stated in the **Statement of Insurance** for the accidental loss, theft of or damage to:

- a) **Baggage**
- b) **Group Equipment**

whilst on a **Trip** during the **Period of Cover**.

The amount payable will be the value at today's prices less a deduction for wear tear and depreciation, (or **We** may at **Our** option replace, reinstate or repair the lost or damaged **Baggage/ Group Equipment**).

The maximum **We** will pay under 1 a) above for the following items is stated in the **Statement of Insurance**:

- a) for any one article, pair or set of articles
- b) the total for all **Valuables**

## What is not covered

1. The **Excess** amount as stated in the **Statement of Insurance**.
2. Loss, theft of or damage to **Valuables** left **Unattended** at any time (including in a vehicle or in the custody of carriers), unless deposited in a hotel safe, safety deposit box or left in the **Beneficiary's** locked accommodation.
3. Loss, theft of or damage to **Baggage/ Group Equipment** contained in an **Unattended** vehicle:
  - a) overnight between 9 p.m. and 9 a.m. (local time) or
  - b) at any time between 9 a.m. and 9 p.m. (local time) unless it is in the locked boot which is separate from the passenger compartment for those vehicles with a boot, or for those vehicles without a separate boot locked in the vehicle and covered from view.
4. Loss or damage due to delay, confiscation or detention by customs or any other authority.
5. Loss, theft of or damage to unset precious stones, contact or corneal lenses, hearing aids, dental or medical fittings, antiques, musical instruments, documents of any kind, bonds, securities, perishable goods, bicycles, **Ski Equipment** and damage to suitcases (unless the suitcases are entirely unusable as a result of one single incidence of damage).
6. Loss or damage due to cracking, scratching, breakage of or damage to china, glass (other than glass in watch faces, cameras, binoculars or telescopes), porcelain or other brittle or fragile articles unless caused by fire, theft, or accident to the aircraft, sea vessel, train or vehicle in which they are being carried.
7. Loss or damage due to breakage of sports equipment or damage to sports clothing whilst in use.
8. Loss, theft of or damage to business goods (other than **Group Equipment**), samples, tools of trade, motor accessories and other items used in connection with the **Beneficiary's** business, trade, profession or occupation.

## What is not covered

9. Loss or damage caused by wear and tear, depreciation, deterioration, atmospheric or climatic conditions, moth, vermin, any process of cleaning repairing or restoring, mechanical or electrical breakdown.
10. Anything mentioned in the general exclusions on page 10.

## Special conditions relating to claims

1. The **Beneficiary** MUST report to the local Police in the country where the incident occurred within 24 hours of discovery, or as soon as possible after that and obtain (at their own expense) a written report of the loss, theft or attempted theft of all **Baggage/ Group Equipment**.
2. If **Baggage/ Group Equipment** is lost, stolen or damaged while in the care of a carrier, transport company, authority, hotel or the **Beneficiary** accommodation provider the **Beneficiary** MUST report to them, in writing, details of the loss, theft or damage and obtain (at the **Beneficiary's** own expense) written confirmation of the loss. If **Baggage/ Group Equipment** is lost, stolen or damaged whilst in the care of an airline the **Beneficiary** MUST:
  - a) obtain a Property Irregularity Report from the airline.
  - b) give formal written notice of the claim to the airline within the time limit contained in their conditions of carriage (please retain a copy).
  - c) retain all travel tickets and tags for submission if a claim is to be made under this **Group Policy**.
3. The **Beneficiary** MUST provide (at their own expense) an original receipt or proof of ownership for items lost, stolen or damaged to help the **Beneficiary** to substantiate their claim.

# Section 5 – Group money, passport and documents

## What is covered

1. We will pay the **Beneficiary** up to the amount stated in the **Statement of Insurance** for the accidental loss, theft of or damage to **Group Money** and documents (including passports, visas and driving licence) whilst on a **Trip** during the **Period of Cover**. In respect of foreign currency cover is also operative during the 72 hours immediately preceding the **Beneficiary's** departure on the outward journey.

The maximum We will pay for the following items is stated in the **Statement of Insurance**:

- a) For bank notes coins.
  - b) For all other **Group Money** and documents.
2. We will pay the **Beneficiary** the amount stated in the **Statement of Insurance** for reasonable additional travel and accommodation expenses incurred necessarily abroad to obtain a replacement of the **Beneficiary's** lost or stolen passport or visa during the **Period of Cover**.

## What is not covered

1. The **Excess** amount as stated in the **Statement of Insurance**.
2. Loss, theft of, or damage to **Group Money** or passport left **Unattended** at any time (including in a vehicle or in the custody of carriers) unless deposited in a hotel safe, safety deposit box or left in the **Beneficiary's** locked accommodation.
3. Loss, theft of, or damage to travellers' cheques if the **Beneficiary** has not complied with the issuer's conditions or where the issuer provides a replacement service.
4. Loss or damage due to delay, confiscation or detention by customs or other authority.
5. Loss or damage due to depreciation in value, variations in exchange rates or shortages due to error or omission.
6. Anything mentioned in the general exclusions on page 10.

## Special conditions relating to claims

1. The **Beneficiary** MUST report to the local Police in the country where the incident occurred within 24 hours of discovery or as soon as possible after that and obtain (at their own expense) a written report of the loss, theft or attempted theft of all **Group Money**, passport or documents.
2. If **Group Money**, or passports are lost, stolen or damaged while in the care of a hotel or the **Beneficiary's** accommodation provider the **Beneficiary** MUST report details of the loss, theft or damage to them in writing and obtain written confirmation of the loss.
3. If documents are lost, stolen or damaged in the care of a carrier, transport company, authority, hotel or the **Beneficiary's** accommodation provider the **Beneficiary** MUST report details of the loss, theft or damage to them in writing and obtain written confirmation of the loss.
4. If documents are lost, stolen or damaged whilst in the care of an airline the **Beneficiary** MUST:
  - a) give formal written notice of the claim to the airline within the time limit set out in their conditions of carriage (please retain a copy)
  - b) retain all travel tickets and tags for submission if a claim is to be made under this **Group Policy**.
5. The **Beneficiary** MUST provide (at their own expense) an original receipt or proof of ownership for items lost, stolen or damaged to help them, to substantiate their claim.

# Section 6 – Personal liability

## What is covered

We will pay up to the amount stated in the **Statement of Insurance** (inclusive of legal costs and expenses) against any amount the **Beneficiary** becomes legally liable to pay as compensation for any claim or series of claims arising from any one event or source of original cause in respect of accidental:

1. **Bodily Injury**, death, illness or disease to any person who is not in the **Beneficiary's** employment or who is not a **Close Relative** or member of their household.
2. Loss of or damage to property that does not belong to and is neither in the charge of or under the control of the **Beneficiary**, a **Close Relative**, anyone in their employment or any member of their household other than any temporary holiday accommodation occupied (but not owned) by the **Beneficiary**.  
occurring whilst on a **Trip** during the **Period of Cover**.

## Special conditions relating to claims

1. The **Beneficiary** **MUST** give Us written notice as soon as possible of any incident, which may give rise to a claim.
2. The **Beneficiary** **MUST** send Us every writ, summons, letter of claim or other document as soon as they receive it.
3. The **Beneficiary** **MUST** not admit any liability or pay, offer to pay, promise to pay or negotiate any claim without **Our** written consent.
4. We will be entitled if We so desire to take over and conduct in the **Beneficiary's** name the defence of any claims for indemnity or damages or otherwise against any third party. We shall have full discretion in the conduct of any negotiation or proceedings or in the settlement of any claim and the **Beneficiary** shall give Us all necessary information and assistance which We may require.
5. In the event of the **Beneficiary's** death, their legal representative(s) will have the protection of this cover provided that such representative(s) comply(ies) with the terms and conditions outlined in this **Group Policy**.

## What is not covered

1. Compensation or legal costs arising directly or indirectly from:
  - a) Liability which has been assumed by the **Beneficiary** under agreement unless the liability would have attached in the absence of such agreement.
  - b) Pursuit of any business, trade, profession or occupation or the supply of goods or services other than as a group leader.
  - c) Ownership possession or use of firearms, vehicles aircraft or watercraft (other than surfboards, canoes, kayaks or manually propelled rowboats, punts or canoes).
  - d) The transmission of any communicable disease or virus.
  - e) Ownership or occupation of land or buildings (other than occupation only of any temporary holiday accommodation where We will not pay the **Excess**).
  - f) Participation in any sport or activity marked with an \* as detailed under the Sports and activities covered section of this **Group Policy**.
2. Payment of any fines or exemplary damages (punishing, or aimed at punishing, the person responsible rather than awarding compensation) the **Beneficiary** has to pay.
3. Anything mentioned in the general exclusions on page 10.

# Sections 7, 8, 9, 10 and 11 – winter sports

(Only operative if indicated in the Statement of Insurance)

THE ABOVE SECTIONS ONLY APPLY:-

IF THE APPROPRIATE WINTER SPORTS EXTENSION HAS BEEN CHOSEN AND THE APPROPRIATE ADDITIONAL PREMIUM HAS BEEN PAID.

## Section 7 – Ski equipment

### What is covered

We will pay the **Beneficiary** up to the amounts stated in the **Statement of Insurance** for the accidental loss of, theft of or damage to their own **Ski Equipment**, or for hired **Ski Equipment** occurring whilst on a **Trip** during the **Period of Cover**.

The amount payable will be the value at today's prices less a deduction for wear tear and depreciation. (loss of value: calculated from the table below) or **We** may at **Our** option replace, reinstate or repair the lost or damaged **Ski Equipment**. The maximum **We** will pay for any one article, pair or set of articles is stated in the **Statement of Insurance**.

Age of ski equipment	Amount payable
Less than 1 year old	90% of value
Over 1 year old	70% of value
Over 2 years old	50% of value
Over 3 years old	30% of value
Over 4 years old	20% of value
Over 5 years old	No payment

### Special conditions relating to claims

1. The **Beneficiary** **MUST** report to the local Police in the country where the incident occurred within 24 hours of discovery or as soon as possible after that and obtain a written report of the loss, theft or attempted theft of all **Ski Equipment**.
2. If **Ski Equipment** is lost, stolen or damaged while in the care of a carrier, transport company, authority or hotel the **Beneficiary** **MUST** report to them, in writing, details of the loss, theft or damage and obtain written confirmation. If **Ski Equipment** is lost, stolen or damaged whilst in the care of an airline the **Beneficiary** **MUST**:
  - a) obtain a Property Irregularity Report from the airline.
  - b) give formal written notice of the claim to the airline within the time limit contained in their conditions of carriage (please retain a copy).
  - c) retain all travel tickets and tags for submission if a claim is to be made under this **Group Policy**.
3. The **Beneficiary** **MUST** provide (at their own expense) an original receipt or proof of ownership for items lost, stolen or damaged to help the **Beneficiary** to substantiate their claim.

### What is not covered

1. The **Excess** amount as stated in the **Statement of Insurance**.
2. Loss, theft of or damage to **Ski Equipment** contained in or stolen from an **Unattended** vehicle:
  - a) overnight between 9 p.m. and 9 a.m. (local time) or
  - b) at any time between 9 a.m. and 9 p.m. (local time) unless it is in the locked boot which is separate from the passenger compartment for those vehicles with a boot, or for those vehicles without a separate boot locked in the vehicle and covered from view.
3. Loss or damage due to delay, confiscation or detention by customs or other authority.
4. Loss or damage caused by wear and tear, depreciation, deterioration, atmospheric or climatic conditions, moth, vermin, any process of cleaning repairing or restoring, mechanical or electrical breakdown.
5. Anything mentioned in the general exclusions on page 10.

# Section 8 – Hire of ski equipment

## What is covered

We will pay the **Beneficiary** up to the amount stated in the **Statement of Insurance** for the reasonable cost of hiring replacement **Ski Equipment** as a result of the accidental loss of, theft of, damage to or temporary loss in transit for more than 24 hours of the **Beneficiary's** own **Ski Equipment** occurring whilst on a **Trip** during the **Period of Cover**.

## What is not covered

1. Loss, theft of or damage to **Ski Equipment** contained in or stolen from an **Unattended** vehicle:
  - a) overnight between 9 p.m. and 9 a.m. (local time) or
  - b) at any time between 9 a.m. and 9 p.m. (local time) unless it is in the locked boot which is separate from the passenger compartment for those vehicles with a boot, or for those vehicles without a separate boot locked in the vehicle and covered from view.
2. Loss or damage due to delay, confiscation or detention by customs or other authority.
3. Loss or damage caused by wear and tear, depreciation, deterioration, atmospheric or climatic conditions, moth, vermin, any process of cleaning repairing or restoring, mechanical or electrical breakdown.
4. Anything mentioned in the general exclusions on page 10.

## Special conditions relating to claims

1. The **Beneficiary** **MUST** report to the local Police in the country where the incident occurred within 24 hours of discovery or as soon as possible after that and obtain a written report of the loss, theft or attempted theft of their own **Ski Equipment**.
2. If **Ski Equipment** is lost, stolen or damaged while in the care of a carrier, transport company, authority or hotel the **Beneficiary** **MUST** report to them, in writing, details of the loss, theft or damage and obtain written confirmation. If **Ski Equipment** is lost, stolen or damaged whilst in the care of an airline the **Beneficiary** **MUST**:
  - a) obtain a Property Irregularity Report from the airline.
  - b) give formal written notice of the claim to the airline within the time limit contained in their conditions of carriage (please retain a copy).
  - c) retain all travel tickets and tags for submission if a claim is to be made under this **Group Policy**.
3. The **Beneficiary** **MUST** provide (at their own expense) an original receipt or proof of ownership for items lost, stolen or damaged to help the **Beneficiary** to substantiate their claim.

# Section 9 – Ski pack

## What is covered

We will pay the **Beneficiary** up to the amounts stated in the **Statement of Insurance**:

- a) for the unused portion of their ski pack (ski school fees, lift passes and hired **Ski Equipment**) following their **Bodily Injury** or illness whilst on a **Trip** during the **Period of Cover**
- b) for the unused portion of their lift pass if lost whilst on a **Trip** during the **Period of Cover**.

## What is not covered

1. Anything mentioned in the general exclusions on page 10.

## Special conditions relating to claims

1. The **Beneficiary** MUST provide written confirmation from a **Medical Practitioner** that such **Bodily Injury** or illness prevented the **Beneficiary** from using their ski pack.
2. Claims under this Section will only be payable if the Beneficiary's Bodily Injury or illness is covered under section 2 — Emergency medical and other expenses

# Section 10 – Piste closure

## What is covered

We will pay the **Beneficiary** up to the amounts stated in the **Statement of Insurance** for the cost of transport organised by the tour operator to an alternative site if whilst on a **Trip** during the **Period of Cover** lack of snow conditions or avalanche results in the closure of skiing facilities (excluding cross-country skiing) in the **Beneficiary's** resort and it is not possible to ski. The cover only applies:

- a) To the resort which the **Beneficiary** has pre-booked for a period exceeding 12 hours and for so long as such conditions prevail at the resort, but not exceeding the pre-booked period of the **Beneficiary's Trip** and
- b) To Trips taken outside the **Beneficiary's Home Country** during the published ski season for their resort.

If no alternative sites are available We will pay the **Beneficiary** compensation up to the amounts stated in the **Statement of Insurance**.

## Special conditions relating to claims

1. The **Beneficiary** MUST obtain written confirmation from the tour operator (or their representative) of the number of days skiing facilities were closed in their resort and the reason for the closure.

## What is not covered

1. Anything mentioned in the general exclusions on page 10.



# Section 11 – Avalanche cover

## What is covered

We will pay the **Beneficiary** up to the amounts stated in the **Statement of Insurance** for reasonable extra travel and accommodation expenses if whilst on a **Trip** during the **Period of Cover** the **Beneficiary's** arrival or departure from their pre-booked ski resort is delayed by more than 12 hours due to an avalanche.

## What is not covered

1. The **Excess** amount as stated in the **Statement of Insurance**.
2. Any costs incurred where the ski resort is less than 1,000 metres above sea level.
3. Anything mentioned in the general exclusions on page 10.

## Special conditions relating to claims

1. The **Beneficiary** **MUST** obtain (at their own expense) written confirmation from the tour operator or local authority (or their representative) confirming the location, date, time and duration of the avalanche.

# How to make a complaint

We aim to provide a high level of service and pay claims fairly and promptly under the terms of this **Group Policy**.

If the **Group Policyholder** and/or a **Beneficiary** are unhappy with any aspect of **Our** service, please contact, in the first instance the person who originally dealt with the enquiry. Alternatively contact **Us** by:

Telephone: 0800 085 8698

Post: Customer Liaison Department

Endsleigh Insurance Services Limited

Shurdington Road

Cheltenham

Gloucestershire

GL51 4UE.

United Kingdom

Full details of **Our** complaints procedures are detailed in the **Group Policy** summary.

If **We** have given the **Group Policyholder** or a **Beneficiary** **Our** final response and they remain dissatisfied they have the right to ask the Financial Ombudsman to review their case. The Ombudsman can be contacted at the following address:–

The Financial Ombudsman Service

Exchange Tower

Harbour Exchange Square

London

E14 9SR

Telephone: 0800 023 4567 or

From outside the UK +44 20 7964 0500

Fax: 020 7964 1001

Please note the **Group Policyholder** or a **Beneficiary** have six months from the date of **Our** final response in which to refer their complaint to the Ombudsman. Contacting the Ombudsman will not affect their right to take legal action against **Us**.

## Compensation Scheme

Zurich Insurance plc is a member of the Financial Services Compensation Scheme (FSCS). The FSCS is a safety net for customers of financial services firms should they not be able to meet their liabilities and the **Group Policyholder** and/or a **Beneficiary** may be entitled to claim compensation in such event. Further information can be obtained from the FSCS.

Their contact details are Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU, United Kingdom

Website: [www.fscs.org.uk](http://www.fscs.org.uk)

## The Endsleigh Group of Companies (“Endsleigh, we, us”) Privacy Policy

It is Endsleigh’s policy to take all necessary steps to ensure that personal data held is processed fairly and lawfully in accordance with the Data Protection Act 1998 (“the Act”).

**We** hold personal data relating to the **Group Policyholder** and any **Beneficiary** in connection with insurance products and services **We** provide to the extent **We** are permitted by law, personal data provided to or obtained by **Us** will be used for the purposes of providing the products and services the **Group Policyholder** and any **Beneficiary** have requested. It may also be shared within other Endsleigh group companies, (full details of which are available on request), as well as carefully selected third parties who have products and services that **We** think may be of interest to the **Group Policyholder** and **Beneficiaries**.

In the process of gathering the **Group Policyholder** and **Beneficiary**’s details **We** may collect sensitive information such as about the health of the **Group Policyholder** and **Beneficiaries** or in relation to motoring offences. If the **Group Policyholder** and **Beneficiaries** purchase products or services from **Us**, they will have given **Us** their consent to use this personal data as detailed in this Privacy Policy. **We** may wish to contact the **Group Policyholder** and **Beneficiaries** from time to time by telephone, e-mail or post about other products and services that may be of interest to them.

If at any time the **Group Policyholder** and **Beneficiaries** do not wish to receive this information then please write to Endsleigh’s Group Data Protection Officer at: Endsleigh Insurance Services Limited, Shurdington Road, Cheltenham, Glos GL51 4UE. Under the Act, as a data subject, the **Group Policyholder** and **Beneficiaries** are granted certain rights. If the **Group Policyholder** and **Beneficiaries** would like to know what information **We** hold about them, they can write to **Us** as above. **We** may charge a statutory administration fee to comply with their request.

Should the **Group Policyholder** and **Beneficiaries** have any queries in connection with data protection then please contact Endsleigh’s Group Data Protection Officer as above.

Endsleigh will share the personal details the **Group Policyholder** and **Beneficiaries** provide with Zurich Insurance plc. To administer this **Group Policy** Zurich Insurance plc will hold and use information about the **Group Policyholder** and **Beneficiaries** supplied by them (and by medical providers). Zurich Insurance plc may send it in confidence for processing to other companies in the Zurich Insurance plc Group (or companies acting on Zurich Insurance plc instructions) including those located outside the European Economic Area, however, Zurich Insurance plc has taken appropriate steps to ensure the same (or equivalent) level of protection of information in other countries as there is in the EU. Applications for further information should be addressed to the Data Protection Officer at Zurich Insurance plc.