

Specialists in  
Wintersports and  
Travel Insurance



Please read this document and in particular 'How to make a claim' and 'Emergency medical expenses' on pages 1 & 2 and take this document with you on your trip

This insurance is arranged by Voyager Insurance Services acting as agent for the insurers. This insurance is underwritten by Ageas Insurance Limited, except in relation to Legal Expenses cover detailed in Section 10 which is underwritten by DAS Legal Expenses Insurance Company Limited. Claims are dealt with by Ageas Insurance Limited, except in relation to claims for Travel Legal Guard which are dealt with by DAS Legal Expenses Company Limited. The legal advice service is provided by DAS Law Limited and/or a preferred law firm on behalf of DAS.

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We are required to provide you with a 'Policy Summary' which forms part of the documents sent to you with this insurance. If you have not received this please contact MPI and ask for a copy and please note it is not a binding part of the insurance contract.

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If you have any disability that makes communication difficult, please tell MPI Brokers and they will be pleased to help.

**Schedule of Sections and Sums Insured  
(Per Person)**

|                                                                                                                                                                  | Sections                                                                                                      | Economy                  | Standard                                                 | Excel                                                    |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------|--------------------------|----------------------------------------------------------|----------------------------------------------------------|
| 1                                                                                                                                                                | Emergency Medical Expenses<br>UK Physiotherapy<br>(Emergency phone calls)                                     | £1,000,000<br>-<br>(£50) | £5,000,000<br>(£300)<br>(£50)                            | £5,000,000<br>(£600)<br>(£50)                            |
| 2                                                                                                                                                                | Hospital Benefit (per night)                                                                                  | £200 (£10)               | £400 (£25)                                               | £600 (£60)                                               |
| 3                                                                                                                                                                | Cancellation or Curtailment                                                                                   | £500                     | £3,000                                                   | £5,000*                                                  |
| 4                                                                                                                                                                | Personal Liability                                                                                            | £2,000,000               | £2,000,000                                               | £2,000,000                                               |
| 5                                                                                                                                                                | Personal Accident                                                                                             | £5,000                   | £20,000                                                  | £30,000                                                  |
| 6                                                                                                                                                                | Missed Departure and<br>Delayed arrival                                                                       | -                        | £750                                                     | £2,500                                                   |
| 7                                                                                                                                                                | Travel Delay<br>Each 12 hours<br>maximum, or<br>Abandonment after 12 hours                                    | -                        | £20<br>£150<br>£3,000                                    | £30<br>£300<br>£5,000*                                   |
| 8                                                                                                                                                                | Personal Effects<br>(Single Article Limit)<br>(Valuables)<br>(Delayed Baggage)<br>(Loss of keys)<br>(FX card) | -                        | £2,000<br>(£250)<br>(£250)<br>(£300)<br>(£275)<br>(£500) | £2,500<br>(£400)<br>(£400)<br>(£400)<br>(£275)<br>(£500) |
| 9                                                                                                                                                                | Personal Money                                                                                                | -                        | £200                                                     | £400                                                     |
| 10                                                                                                                                                               | Legal Expenses                                                                                                | -                        | £25,000                                                  | £50,000                                                  |
| 11                                                                                                                                                               | Loss of Passport                                                                                              | -                        | £350                                                     | £600                                                     |
| 12                                                                                                                                                               | Inconvenience Expenses                                                                                        | -                        | £600                                                     | £1,000                                                   |
| 13                                                                                                                                                               | Hijack (per day)                                                                                              | -                        | -                                                        | £1,000 (£50)                                             |
| 14                                                                                                                                                               | Golf Equipment                                                                                                | -                        | -                                                        | £2,000                                                   |
| 15                                                                                                                                                               | Green Fees                                                                                                    | -                        | -                                                        | £200                                                     |
| 16                                                                                                                                                               | Hole in one                                                                                                   | -                        | -                                                        | £75                                                      |
| Sections 17, 18 and 19 shall apply if you have paid the appropriate additional premium and wintersports is shown on your certificate under the heading 'package' |                                                                                                               |                          |                                                          |                                                          |
| 17                                                                                                                                                               | Wintersports Equipment<br>(Own equipment)<br>(Hired equipment)<br>(Hiring equipment)                          | -                        | £950<br>(£750)<br>(£300)<br>(£250)                       | £1,500<br>(£1,000)<br>(£350)<br>(£300)                   |
| 18                                                                                                                                                               | Ski Pack                                                                                                      | -                        | £500                                                     | £750                                                     |
| 19                                                                                                                                                               | Piste Closure (per day)                                                                                       | -                        | £300 (£30)                                               | £750 (£60)                                               |

⌋ means this section is not included

\* You may increase this sum insured by contacting MPI at info@mpibrokers.com. The excesses are shown on page 3

The amounts shown above in brackets are 'inner limits' and included within the overall Sum Insured.

**Customer Service**

Should you have any queries other than claims relating to this insurance, please call MPI Brokers on:-

**+44 (0) 1428 778000**

If you wish to make a claim or have a medical emergency please refer to the information given on page 2 - 'How to make a claim'.

**Wintersports Extension**

This insurance is applicable for Wintersports where the appropriate premium has been paid and 'Yes' is shown against Wintersports on your certificate.

General Exclusion 'k' (on page 11) is replaced by: any form of racing or competition (but see racing extension below), Bobsleigh, Ski-Jumping, hang-gliding, ice-hockey and luge, whether a competition or not, and officially organised practice or training for these events including the Cresta Run.

**Racing Extensions and Limitations**

The following types of races are included as standard under all MPI insurance packages:

Dinghy racing, ski racing, including Eurotest, The Masters, The Inferno, The Amateur Inter-Club Ski Championships, The Parsen Derby, Inter-Forces Divisional Championships (Army, Navy, Airforce), English, Welsh, Scottish and Irish Championships or any national or international ski championships where children (under 16) participate including practice or training for these events.

The following racing types are excluded:

Ski racing in The British National Ski Championships, The Combined Services and any other International Ski Race or Competition (other than those shown in the paragraph above) and any other form of racing or competition other than on foot. You may apply to MPI to extend cover for any of the above activities.

**Business Extension**

It is noted and agreed that where this insurance is provided to a company or firm as a 'business policy' and is so described on the certificate the following additional cover shall apply:

Section 1 - additional necessary travel and accommodation costs for a business colleague to continue the work of the company in the event that following your death, injury or sickness or that of a close relative you are unable to continue a business trip

Section 3 - to indemnify the company or firm in the event of a loss under this section other than for leisure travel

Section 8 - the sum insured is increased by £1500 and extended to include company property, mobile phones and samples. In addition the single article limit is increased to £750, the valuables limit is increased to £1000, the delayed baggage limit is increased to £750

Section 9 - the sum insured is increased to £500 and shall include company money

### Medical Assistance and Repatriation

**Please read this carefully and follow the information provided below**

It affects the management of your case and if applicable, the organisation of your return home.

Contact must be made with the Assistance Company immediately where applicable and practically possible; any delays may affect the provision of assistance and your subsequent claim.

Where emergency medical assistance is required this is provided by our assistance company within the terms and conditions of the policy, and when making contact with them you are requesting medical assistance in advance of filing a claim.

The Assistance Company must be contacted in the event that:

- you are admitted to hospital
- you have been advised to return home early
- your claim is likely to exceed £750.00 or equivalent in local currency

If you are in the USA, Canada or Mexico no medical costs may be incurred without the express permission of the Assistance Company

**Emergency Medical Assistance Telephone No:**

**+44 (0) 2380 644 633**

and please quote the following reference

**MPAG 12/19 single trip wintersports insurance**

**MPAG 13/19 single trip travel insurance**

**MPAG 14/19 multi trip insurance/business travel**

**Contacting the Assistance Company does not remove the requirement to complete a claim form**

**What to expect from the Assistance Company**

After obtaining information from you about your insurance and your medical condition they will assess the situation which may involve contacting the treating doctor and in some circumstances your usual GP at home.

This can take time, especially at weekends or busy periods, as they are not always immediately available.

**Private Treatment**

Please read the explanation under the heading 'Emergency Medical Expenses', on page 2. In the unlikely event that a local doctor refers you to a private clinic or hospital approval must be sought from the Assistance Company before any treatment is agreed by you.

A claim form must be completed within 31 days of the date of the incident, even if you have not paid any bills yourself.

### Travelling if Pregnant

Pregnancy is not a medical condition, so you are able to travel however, travel providers have their own restriction due to health and safety, so you should check with them before you book. Please make sure that your Doctor and midwife are aware of your travel plans, that there are no known complications and that you are not travelling against any medical advice. We hold the right to request a medical certificate to confirm this.

**By Air** After 28 weeks most airlines will require a letter from your Doctor or midwife confirming your estimated date of delivery and stating that there are no complications.

**By Sea** Ferry companies have their own restrictions and may refuse pregnant women beyond 32 weeks.

**By Car, Coach or Train** There are no known restrictions.

### Emergency Medical Expenses

Travel insurance is not a private health plan. It covers emergency treatment in state hospitals unless the treating doctor has advised otherwise and approval is sought from the Assistance Company, or, if not available, to a satisfactory 'Western' standard, emergency treatment in a private hospital, as well as doctors bills, medication, repatriation, and the like.

This insurance contains certain exclusions and conditions about the state of health of all persons covered by this insurance and their relatives, and close business colleagues. Please read the Emergency Medical Expenses and Cancellation and Curtailment sections of this document carefully and in particular the exclusions relating to health. If you are in any doubt whether you or any other person is eligible for full cover, please contact MPI Brokers on +44 (0) 1428 778421.

### Off Piste Skiing/Snowboarding

Many policies either exclude this or limit skiing 'off piste' to be with a guide.

It is our view that this is impractical as one can ski 'off piste' unwittingly and in certain circumstances it is possible to ski on a 'pisted' run which is designated 'off piste'.

It is due to this type of confusion that we at MPI Brokers have negotiated with underwriters that there is no such exclusion or limitation in this policy. There is, however, a general requirement, common to all insurance, to behave in a sensible manner.

### Watersports

We cover all forms of water sports and water based activities on inland waters, rivers and up to 12 miles from the coast.

We cover offshore sailing (in yachts) in all waters of Western Europe and up to 12 miles off shore in the rest of the world excluding areas where the Foreign and Commonwealth Office have advised there is a danger of war or piracy.

If you are planning to sail outside Western Europe and more than 12 miles off shore please apply for terms giving a detailed itinerary of your planned passage.

We do not cover Public Liability where you own or are in possession or use of motorised vehicles, yachts or motorised waterborne craft with an engine capacity in excess of 6 horsepower or the vessel has covered accommodation.

We do not cover racing other than dinghies, for other racing we may do so on application.

### Participating in Sports and Activities?

Other than skiing and watersports if you are planning to participate and have pre-booked any sport(s) or activity(ies) which could be considered hazardous, or unusual:-

**Please contact MPI at [info@mpibrokers.com](mailto:info@mpibrokers.com)**

to establish the cover available or we may if necessary, arrange a more suitable policy

**Please also note General Exclusions i to l on page 11**

### How to Make a Claim

If you need to make a claim we will ask you for evidence to support your claim. You will find details of this within each section of cover.

Please contact us on 0345 122 3280.

The phone line is open 24 hours a day, 365 days a year.

Please ensure you keep copies of any documents you send to us. You must pay any costs involved in providing these documents. We may be required to contact your GP in the United Kingdom to check your medical records.

We will aim to answer all correspondence within five working days of receiving it.

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

Please notify us of your claim as soon as possible. Any unreasonable delays in your notification may mean that we may not pay your claim or may only pay part of it.

There are separate conventions relating to loss (loss, damage or delay) caused by an Airline.

**Luggage** If the Airline has caused a loss it is a condition of this insurance that you make a claim against the Airline within 21 days.

**Delays** There are rules that the Airline must follow in respect of delays or cancellations. It is a condition of this policy that you follow the instructions/advice given by the Airline.

## Options

Where your Certificate of Insurance contains reference to the following they shall have the meaning as described below:-

**'Amateur Rugby'** This means cover is extended to include playing rugby (not professional).

**'Baggage Forwarding Cover'** This means cover is extended to include personal effects in transit up to 5 days either side of your trip.

**'Event Cancellation'** This means Section 3 (Cancellation and Curtailment) is extended to include the cancellation of an event following; fire, lightning, explosion, aircraft impact, flood, avalanche, strike or industrial action, power failure, denial of access, inclement weather, lack of snow, public mourning or death of one or more participants, if you have booked to attend and the event is the reason for your trip.

Where travel has commenced and the event is cancelled after arrival, settlement shall be limited to 25% of the cost of travel and accommodation and 100% of the entry fees for the event, if any.

**'Excess waiver'** This shall mean that all excesses are waived from the policy and shall not apply other than the excess under the Personal Liability section.

**'Increased Cancellation Cover'** This means Section 3 (Cancellation & Curtailment) sum insured is increased by £5,000 per person.

**'Increase Personal Effects'** This shall mean that the sum insured is increased to £4000, with the single article limit to £600 and the valuables to £1,000.

**'Laptop/tablet cover'** This shall mean that the sum insured under Section 8 is increased for any one person, not all, under this certificate, by £1000 and the single article limit is increased to £1000 in all in respect of one laptop/tablet computer only.

**'Major natural events'** This means section 7 (Travel Delay) is extended to include fire, earthquake, tsunami and volcanic eruption.

**'Mobile phones'** This means the exclusion of mobile phones under Section 8 is deleted in respect of theft or loss (not damage). The sum insured for the phone is £500 and the overall sum insured is increased accordingly.

**'Mountain Biking'** This means the policy will be extended to cover the activity of amateur non-competitive mountain biking, provided personal protection equipment is worn at all times, plus Section 8 Personal Effects is extended to include a pedal bicycle up to £1,000, own or hired, for damage and/or theft including fixtures and fittings.

**'Reduced Wintersports Cover'** Limits the 'skiing' element of Wintersports to Langlauf/ Ski de fond (Cross country) and not regular Downhill/Alpine skiing.

**'Ski racing National or International events'** Extend cover to include ski and snowboard racing in national and international events e.g. British Championships, Eurotest and combined services.

**'Up to 60 days any one trip'** This shall mean that under a Multi Trip the maximum period any one trip is extended from 30 to 60 days.

**'Up to 90 days any one trip'** This shall mean that under a Multi Trip the maximum period any one trip is extended from 30 days to 90 days.

There is a limit of 17 days Wintersports any one trip, which may be increased by taking the one of the following options

**'Up to 31 days any one trip'** This shall mean that under a Multi Trip the maximum period any one trip including Wintersports option is extended from 17 to 31 days.

**'Up to 62 days any one trip'** This shall mean that under a Multi Trip the maximum period any one trip including Wintersports option is extended from 17 to 62 days.

## Terms Conditions and Exclusions

### INFORMATION PROVIDED BY YOU

When you purchased this insurance, be it online or from the MPI sales office, you were asked questions relating to the risk or risks to be insured.

We are required to draw to your attention that, under the Consumer Insurance (Disclosure and Representation) Act 2012 you are obliged to give due consideration in your answers to our questions and to take care to supply accurate and complete answers to all the questions and to make sure that all information supplied is, to the best of your knowledge, true.

Should it subsequently transpire that any answers to questions were incorrect or should there be any change in the risk e.g. your destination or planned activity(ies) please inform MPI Brokers immediately, failure to do so may render your policy void. If there has been a change in your health, Exclusion c) (iii), under the medical and cancellation sections, you are required to visit your doctor to seek approval to travel.

### PERIOD OF INSURANCE

**Single Trip** This insurance is valid for the dates shown on your certificate provided it was issued between 1st September 2019 and the 31st August 2020 for travel commencing before 31st August 2021.

In respect of the Cancellation part of Section 3, cover starts on the date of issue.

**Multi Trip** This insurance is valid for the dates shown on your certificate provided the commencement date is between 1st September 2019 and the 31st August 2020. You will be insured under all designated sections for all travel that commences during the period shown on your certificate. If any one trip is longer than the designated number of days shown on your certificate you will be insured for the first continuous period of a trip up to the total number of designated days.

In respect of the Cancellation part of Section 3, cover starts from the date of booking any trip or commencement of this insurance, whichever is the later, and ceases at the time of departure or on the expiry of this insurance, whichever is the earlier.

This insurance includes trips within your country of residence provided there is one or more pre-booked overnight stays or your trip involves air travel.

### Single and Multi Trip

In respect of Section 9 - Personal Money, cover starts at the time of collection of currency or 72 hours prior to departure, whichever is the earlier.

For all other sections and the Curtailment part of Section 3, if travelling from the United Kingdom, Republic of Ireland, or your normal place of residence in a member state of the EU, cover starts when you leave your home or place of business or on the commencement date shown on the certificate whichever is the later.

If your return trip is unavoidably delayed for any reason beyond your control, cover will be extended free of charge for the period of the delay, up to a maximum of 3 months.

### EXCESSES

Under some sections of this insurance, claims will be subject to an excess which is the amount deducted from your loss. The following excesses apply unless an additional premium has been paid and is shown on the certificate:-

#### Economy Package

£250 for each and every loss under Section 1

#### Standard Package

£250 for each and every loss under Section 1

£100 for each and every loss under Sections 8 (other than delayed baggage), 9, 17, and the abandonment part of Section 7

#### Excel Package

£250 for each and every loss under Section 1

£80 for each and every loss under Sections 8 (other than delayed baggage), 9, 14, 17, and the abandonment part of Section 7

#### Cancellation Section

Under Section 3, all three packages carry an excess of 10% of your loss, or £150 under Economy, £100 under Standard, £80 under Excel, whichever is the lower.

In the event of a claim for a family, only two excesses shall be applied.

#### Personal Liability

Under Section 4, all three packages carry an excess of £275 for each and every loss for damage to temporary trip accommodation.

#### Corporate Policy's

Where your certificate of insurance shows under insurance type 'Business Travel' no excess shall apply, other than that under Section 4 Personal Liability as above.

#### Multi Section Claims

If you have a claim under more than one section following the same event only one excess shall apply; if the excesses are different then the highest amount shall be applied.

### RENEWALS – Multi Trip only

Provided a renewal of this insurance is offered, and you renew your insurance through MPI Brokers on the due date, insurance shall be considered as continuous for trips already booked or undertaken under this policy.

### HEALTH NOTICE

This insurance contains certain exclusions and conditions about the state of health of all persons covered by this insurance and their relatives, and business colleagues. Please read the Emergency Medical Expenses and Cancellation sections of this document carefully, and in particular the exclusions relating to health. If you are in any doubt whether you or any other person is eligible for full cover, please contact MPI Brokers on **+44 (0) 1428 778421**.

### DEFINITIONS

Wherever the following words and phrases appear in italics in this document, they will always have these meanings. Where words in this document are not defined below, they shall have their natural meaning in common usage and should there be a dispute over a meaning the latest edition of the Oxford English Dictionary shall prevail.

**'Accident/accidental'** means a sudden, unexpected and specific event, which is external, violent and visible to the body, which occurs at an identifiable place during the period of insurance and which results in bodily injury,

**'Active war'** means the active participation in a war by an insured person who is deemed under English Law to be under instruction from or employed by the armed forces of any country,

**'Baggage'** means your personal effects,

**'Bodily injury'** means a physical injury, or physical injuries, caused solely by an accident or as a result of unavoidable exposure to severe weather conditions which occurs within 12 months of said accident or unavoidable exposure,

**'Business colleague'** means any person with whom you work closely and whose absence necessitates the cancellation or curtailment of the trip as certified by a director or partner of the business,

**'Curtailment' 'Curtail'** means cutting your trip short by early return to your normal place of residence, or your admission to hospital as an in-patient,

**'Family'** – Single trip policies – Family means two adults and up to four children, not necessarily related,

– Multi trip policies – Family means two adults and up to four children, living at the same address,

**'Golf Equipment'** means golf clubs, golf bag or golf trolley, and golf balls and tees if part of a total loss,

**'Honeymoon'** means a trip within 3 months after the date of your wedding,

**'Loss'** means an event that is likely to give rise to a claim,

**'Luggage'** means your personal effects,

**'Nuclear risks'** means ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof,

**'Partner'** means a couple who are living together who share accommodation as if married and have done so for a minimum of 6 months before purchasing this insurance,

**'Personal Effects'** means your personal belongings, including clothing worn, personal luggage owned or borrowed by you, travellers cheques, FX card, travel tickets, accommodation vouchers and postal orders,

**'Personal Money'** means your banknotes and coins,

**'Public Transport'** means any aeroplane, ship, train or coach on which you are booked to travel.

**'Relative'** means husband or wife, partner (same or different sex), parent, parent-in-law, grandparent, grandparent-in-law, brother, brother-in-law, sister, sister-in-law, child, son-in-law, daughter-in-law grandchild, a step-relative sharing any of these listed relationships, or fiancé(e), uncle or aunt,

**'Ski Equipment'** means skis, snowboards, ski sticks, boots and bindings,

**'Terrorism'** means an act including, but not limited to, the use or threat of force and/or violence of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

**'Trip'** means any trip, journey or excursion,

**'Unattended motor vehicle'** means a motor vehicle which does not contain a driver or passenger,

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

**'Valuables'** means photographic, audio and video equipment (including an MP3 player, iPod and the like), avalanche transceivers, prescription glasses, prescription sunglasses, telescopes and binoculars, jewellery, watches, furs and items made of or containing precious or semi-precious stones or metals,

**'War'** means:

- a) War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion assuming the proportions of, or amounting to, an uprising, military or usurped power, or
- b) Any act of terrorism, or
- c) Any act of war or terrorism involving the use of, or release of, a threat to use any nuclear weapon or device or chemical or biological agent,

**'We', 'us' and 'our'** means Ageas Insurance Limited in respect of all Sections of cover, other than Section 10 where other definitions are provided,

**'Yacht'** means any sailing vessel, which is more than 6 metres in length, or has an engine in excess of 6 horsepower, or has covered accommodation,

**'You' and 'your'** means each person shown on the attached certificate resident in the United Kingdom or the Republic of Ireland, or provided you hold a British passport, and are resident within the EU and for whom a premium has been paid. Each person is separately insured for each trip.

## TERRITORIAL LIMITS

You are insured to travel to and within the country or countries shown under the heading 'Destination' on your certificate and for up to 24 hours at any one time in a neighbouring country.

If your certificate shows the area as 'United Kingdom and the Republic of Ireland' you are insured to travel to and within the United Kingdom and the Republic of Ireland.

If your certificate shows the area as 'France' you are insured to travel to and within France.

If your certificate shows the area as 'Europe' you are insured to travel to and within Europe west of the Ural mountains, countries bordering the Mediterranean, Madeira, Canary Islands, the Channel Islands and the Azores.

If your certificate shows the area as 'Worldwide excluding USA, Canada and Mexico' (other than up to 48 hours stopover) you are insured to travel anywhere in the world other than USA, Canada and Mexico.

If your certificate shows the area as 'Australia/New Zealand' you are insured to travel to and from and within these countries and for up to 7 days worldwide on your original outward and final return journeys.

If your certificate shows the area as 'Worldwide' you are insured to travel anywhere in the world.

## FCO TRAVEL WARNING

If you travel to a country which the Foreign and Commonwealth Office have advised against travelling to, we will not pay for loss, damage or injury under this policy if the loss is due to the reason for the FCO warning.

If you have not departed you may have a claim under the cancellation section (3).

## Section 1

### EMERGENCY MEDICAL, REPATRIATION AND ASSOCIATED EXPENSES

**We will pay** up to the amount shown on the schedule for any one event, and in all, following a series of events giving rise to a claim under this insurance, which declares itself during the period of insurance, for necessary costs incurred as a result of your actual or threatened bodily injury, illness or death during your trip in respect of:

- a) all emergency medical treatment which is considered medically necessary by the local treating doctor and cannot await your return to your usual country of residence, including the cost of medication and drugs, and the cost of hospitalisation. Dental treatment shall be limited to the immediate relief of pain only up to £1000 and may include a filling(s) or a temporary crown(s),
- b) the additional cost of repatriation to the United Kingdom, Republic of Ireland, or your normal place of residence in a member state of the EU, after having consulted the local treating doctor and provided he/she has recommended repatriation for medical reasons, and the Assistance Company, are also in agreement that your return home is medically necessary,
- c) your search and rescue by whatever means considered necessary by the rescue services, including the cost of transport (ambulance, taxi, bus) to and from a doctor, hospital or clinic,
- d) additional bed and breakfast accommodation, and travel expenses to enable you to return to your home, if you are unable to travel as originally booked,
- e) (i) a travelling companion's additional bed and breakfast accommodation if it is necessary to remain with you and accompany you to your home or hospital or, (ii) up to two relative(s) or friend(s) to travel from or within the United Kingdom if it is necessary to stay with you and accompany you during the journey to your home or hospital,
- f) the cost of returning your remains to your home, or of a funeral in the country where you die, up to the equivalent cost of returning your remains to or within the United Kingdom,
- g) physiotherapy or chiropractor treatment, after you have returned home provided the treatment is as a direct result of an injury sustained on your trip and subject to written confirmation by your usual doctor,
- h) for medical and repatriation costs following medical complications arising out of your pregnancy, (but see b) (v) below).

### We will not pay

- a) the excess shown on page 3 for each and every loss,
- b) claim(s) if at the time of taking out this insurance you:
  - (i) are aware of any circumstances which could be expected to give rise to a claim,
  - (ii) have had any medical or mental condition, including stress and anxiety, which has resulted in referral to a hospital or consultant in the last 12 months,
  - (iii) have been taking continuous medication and have had a change in medication or an increase in dosage in the last 6 months resulting from a deterioration in the condition being treated,
  - (iv) have any medical condition for which you are on a hospital waiting list or awaiting the results of tests or investigations,
  - (v) arising out of pregnancy or childbirth where you have a history of previous

gynaecological complications unless:

- (i) a doctor's certificate is issued to you, prior to travel, stating you are fit to travel for the intended trip and no complications are expected,
- (ii) if at the start of, or during your trip, when travelling by air or sea, there is less than 34 days until the date on your confinement note. This period is extended to 62 days if you are expecting more than one child,
- (vi) have been advised of a terminal condition.

However, we may agree not to apply any of the above or to accept this insurance at special terms or at an additional premium if you apply to us by telephoning +44 (0) 1428 778421 and if doing so you must disclose all medical conditions (see 'Information provided by you' on page 3).

- c) any claim if you:
  - (i) travel against medical advice, or travel to obtain treatment abroad or any ongoing treatment,
  - (ii) fail to comply with Condition (c),
  - (iii) engage in physical work involving the use of industrial machinery, or any work outside more than 6 metres above the ground, or work under ground,
- d) any claim if you travel with the intention of receiving medical treatment, or for the cost of continuing medication, or if you fail to take medication as prescribed by your doctor,
- e) for treatment or surgery:
  - (i) in the United Kingdom or your normal country of residence, or which is not immediately necessary and can wait until you return home, or which is carried out or continues to be carried out after the expiry of this Insurance,
  - (ii) for exploratory tests, unless they are as a direct result of the condition which required referral to hospital,
  - (iii) for any treatment which is experimental,
  - (iv) if you fail to have the minimum vaccinations and inoculations and take other precautions as advised by a recognised Medical Practitioner or Travel Clinic,
- f) for the cost of single or private room accommodation, unless it is medically necessary or if there is no alternative.

**Conditions** It is a requirement of this insurance that:

- a) you contact the Assistance Company immediately if you are admitted to hospital as an in-patient, or if you have medical treatment which appears likely to cost more than £750 (or its equivalent in local currency). If this is not possible you must notify the Assistance Company as soon as possible. Failure to do so may affect the assessment of your claim,
- b) wherever possible you must use medical facilities which entitle you to the benefits of any reciprocal health agreements, such as European Health Insurance Card in Europe and Medicare in Australia,
- c) if you become ill or you are injured or suffer a deterioration in a medical condition after the issue date of the policy or in respect of an annual multi-trip insurance after booking a trip you must obtain approval from your normal GP on your fitness to travel and to participate in any activity or sport and inform him you are intending to travel.
- d) where applicable, you attend a recognised medical practitioner or travel clinic in good time before departure and follow the advice given in respect of inoculations and other protective medications and preparations.

Please refer to the Specific Exclusion, General Exclusions and General Conditions at the end of this document.

## Section 2

### HOSPITAL BENEFIT

**We will pay** the amount shown on the schedule for each night you spend as an in-patient in a registered hospital outside the United Kingdom, or your usual country of residence. Please refer to the wording under 'We will not pay' and 'Conditions' in Section 1, as they also apply to this Section.

Please refer to the Specific Exclusion, General Exclusions and General Conditions at the end of this document.

## Section 3

### CANCELLATION AND CURTAILMENT

**1 We will pay** up to the amount shown on the schedule following an event giving rise to a claim under this insurance which occurs during the period of insurance for any monies you have paid, or which you are contracted to pay, up to the final invoice cost of the trip, (excluding the insurance premium), including the cost of locally purchased services, in respect of your travel and accommodation costs and other expenses, which are not recoverable elsewhere, but not exceeding the amount shown in the schedule in total if you have to cancel or curtail all or part of your trip as recommended by your usual doctor, or for curtailment, by a local doctor, because of your death, injury or illness.

**We will also pay** the intrinsic value of a flight where reward points have been used to purchase your flight. Payment will be made on the purchase of a replacement flight within twelve months of the date of loss.

**We will not pay:** (in respect of 1 above)

- a) any claim if at the time of purchasing this insurance you:
  - (i) are aware of any circumstances which could be expected to give rise to a claim,
  - (ii) have had any pre-existing medical or mental condition, including stress and anxiety, which has resulted in referral to a hospital or consultant in the 6 months prior to booking your trip,
  - (iii) have been taking continuous medication and have had a change in medication or increase in dosage in the 6 months prior to booking your trip resulting from a deterioration in the condition being treated,
  - (iv) have any medical condition for which you are on a hospital waiting list or awaiting the results of tests or investigations,
  - (v) have been advised of a terminal condition.
- b) any claim arising out of your pregnancy or childbirth where you have a history of previous gynaecological complications unless:
  - (i) a doctor's certificate is issued to you, prior to travel, stating you are fit to travel for the intended trip and no complications are expected,
  - (ii) if at the start of, or during your trip, when travelling by air or sea, there is less than 34 days until the date on your confinement note. This period is extended to 62 days if you are expecting more than one child,

However, we may agree not to apply any of the above or to accept this insurance at special terms if you apply to us by telephoning +44 (0) 1428 778421 and if doing so you must disclose all medical conditions (see 'information provided by you' on page 3).

**2 We will pay** up to the amount shown on the schedule following an event giving rise to a claim under this insurance which occurs during the period of insurance for any monies you have paid, or which you are contracted to pay, up to the final invoice cost of the trip, (excluding the insurance premium), including the cost of locally purchased services, in respect of your travel and accommodation costs and other expenses, which are not recoverable elsewhere, but not exceeding the amount shown in the schedule in total if you cancel or curtail all or part of your trip following:

- (i) the death, injury or illness of a relative, travelling companion or a business colleague,
- (ii) the death, injury or illness of a person with whom you intended to stay, or of a relative of a travelling companion,
- (iii) medical complications arising out of your pregnancy,
- (iv) you, your parent/guardian, a travelling companion, business colleague or person with whom you intended to stay being called to serve on a jury, as a court witness (other than as an expert witness) or being placed in compulsory quarantine,
- (v) you, your parent/guardian, a travelling companion, business colleague or person with whom you intended to stay being unexpectedly required for emergency and unavoidable duty as a member of the armed forces, police, fire, nursing, ambulance or coastguard services,
- (vi) you, your parent/guardian, a travelling companion, business colleague or person with whom you intended to stay is made redundant, provided that you/they are entitled to payment under the current redundancy payments legislation and that at the time of booking your trip you had no reason to believe that you would be made redundant,
- (vii) the police requiring your presence following fire, flood or burglary at your home within 7 days of your departure, or whilst you are away,
- (viii) theft, fire or accident to your car within 7 days of your departure. This only applies if you are using your own car for the whole trip,
- (ix) your pre-booked accommodation becoming uninhabitable or inaccessible within 7 days prior to your departure or whilst you are away. Alternatively, we will pay for similar accommodation, provided this does not exceed the cost of cancellation or curtailment.
- (x) a warning issued by the Foreign and Commonwealth Office that a country or countries you had intended to travel to should be avoided or they have advised against travel, provided this warning was issued after you booked insurance and your trip. Please see Condition c) below.
- (xi) reasonable additional costs for you to return home following the death, serious injury or illness of a relative, business colleague or travel companion, provided this is necessary and you would have returned home early if not insured.

**We will not pay:** (in respect of 2 above)

- a) the excess shown on page 3 for each and every loss,
- b) any claim if at the time of purchasing this insurance you are aware of any circumstances which could be expected to give rise to a claim.
- c) any claim if you are aware of the following affecting a relative who:

- (i) is on a waiting list for surgery, treatment, tests or investigations,
  - (ii) has attended A&E in the 6 months prior to the date of purchase of this insurance,
  - (iii) has received a terminal prognosis.
- d) any claim if you travel with the intention of receiving medical treatment,
- e) for curtailment claims whilst engaged in work off-shore (other than Watersports), work outside higher than 6 metres above the ground, work underground, or using chainsaws.

**Please note:**

- a) that curtailment claims will be based on a pro-rata of the full holiday cost and calculated from the day you return to the United Kingdom, or your usual country of residence, or you are hospitalised as an in-patient. The cost of unused excursions will be refunded in full,
- b) if there is a settlement under this section following a claim, insurance under this policy shall cease.

**Conditions** It is a requirement of this insurance that:

- a) if you become aware of any circumstances which make it necessary for you to cancel your trip, you must advise your tour operator, travel agent, travel or accommodation supplier as soon as possible. The most we will pay will be limited to the applicable cancellation charges on the date you were advised to cancel your trip,
- b) you contact the Assistance Company as soon as possible if for medical reasons you wish to return home earlier or by a different mode of transport than originally planned,
- c) (i) you reduce any loss by contacting your travel provider to obtain a refund if available, or  
(ii) change your ticket to an alternative destination of your choice (we will pay the difference, but no more than the cost of the original ticket), or

Please refer to the Specific Exclusion, General Exclusions and General Conditions at the end of this document.

## Section 4

**PERSONAL LIABILITY**

**We will pay** up to the amount shown on the schedule, in addition to legal costs incurred with our written consent, for your legal liability, including a) your contractual liability for the actions of travelling companions for whom you have booked a trip and b) whilst ski hosting, leading, or teaching, including advice, on a non-professional or voluntary basis provided, using your judgement, care is taken not to take skiers/snowboarders into areas that are substantially too difficult for their ability, if you or they cause:

- a) accidental bodily injury to any person, or,
- b) accidental loss or damage to someone else's property, including temporary holiday accommodation and its contents.

**We will also pay** your legal liability including bodily injury when you are leading, hosting, guiding or lecturing a group provided you:

- a) are a volunteer
- b) use your and their judgement that care is taken not to take participants into areas that are substantially too difficult for their ability
- c) you and the group are not skiing

**We will not pay**

- a) the excess shown on page 3 for each and every loss,
- b) for any liability arising from bodily injury, loss or damage to property,
  - (i) owned by you or a member of your family or,
  - (ii) in your care, custody or control, other than temporary holiday accommodation and its contents, not owned by you or a member of your family,
- c) for any liability for bodily injury, loss or damage,
  - (i) to your employees or members of your family or household or to their property,
  - (ii) arising out of or in connection with your trade, profession or business, or assumed under contract, other than for temporary holiday accommodation, unless you would have been liable anyway,
  - (iii) arising out of the ownership, possession, use or occupation of land or buildings, other than temporary holiday accommodation,
  - (iv) arising out of the ownership, possession, or use of: motorised vehicles, yachts or motorised waterborne craft with an engine capacity in excess of 6 horsepower, airborne craft of any description, animals or firearms and weapons,
  - (v) arising out of your criminal, malicious or deliberate acts.

If any incident occurs which is likely to result in a claim, you must as soon as possible notify us in writing. Any correspondence and documentation you receive must as soon as possible be sent, unanswered, to the loss adjuster. You may not discuss or negotiate your claim with any third party without the written consent of

the loss adjuster. Failure to comply with any of the above may affect the assessment of your claim.

Please also refer to the General Exclusions and General Conditions at the end of this document.

## Section 5

**PERSONAL ACCIDENT****Specific definitions applying to this section**

'Permanent Total Disablement' means that twelve months after your accident you are unable to attend any business or occupation and at the end of which there is no hope of improvement.

'Loss of Limbs' means physical loss of a hand or foot or complete and permanent loss of use of hand, arm or leg.

'Loss of Sight' means complete and permanent Loss of Sight in one or both eyes.

**We will pay** a benefit of the amount shown on the schedule if you have an accident whilst you are on your trip which within 12 months is the sole cause of your death, permanent total disablement, loss of sight or loss of a limb. For children aged 15 or under on the date of loss, the death benefit is reduced to £5000.

**We will not pay** any claim if you:

- a) travel against medical advice, or
- b) engage in physical work involving the use of industrial machinery, or any work outside more than 6 metres above the ground, or work under ground,

Please refer to the Specific Exclusion, General Exclusions and General Conditions at the end of this document.

## Section 6

**MISSED DEPARTURE AND DELAYED ARRIVAL**

**We will pay** up to the amount shown on the schedule for any one event, and in all following a series of events giving rise to a claim under this insurance, which occurs during the period of insurance for necessary additional accommodation and travel expenses that you incur to reach any overseas destination or return to the United Kingdom, or your usual country of residence, if you arrive at your departure point too late to commence or continue your trip which was booked in the United Kingdom, or your usual country of residence, for any reason beyond your control, other than sickness or injury.

**We will also pay** for any travel and additional accommodation expenses (including meals except alcoholic drinks) in the event of delayed arrival to your destination for any reason beyond your control.

**We will not pay**

- a) for a claim following an incident over which you had control, other than a road traffic accident involving a vehicle you were driving,
- b) for a claim caused by a strike if it had started or been announced before you bought this insurance or booked a trip,
- c) any amounts recoverable from your travel provider or airline,
- d) for a claim under this section and Section 7, caused by the same event.

**Conditions** It is a requirement of this insurance that you:

- a) obtain a written report from the carrier confirming the delay and the cause,
- b) obtain a written report if the vehicle in which you are travelling breaks down or is involved in an accident.

Please also refer to the General Exclusions and General Conditions at the end of this document.

## Section 7

**TRAVEL DELAY AND ABANDONMENT**

**We will pay** the amount shown on the schedule for each complete 12 hour period of delay if your prebooked public transport is delayed due to strike, riot, civil commotion, accident, mechanical breakdown, bad weather or avalanche.

However, if after a 12 hour delay on your outward journey, or if your transport is cancelled, from the United Kingdom, Republic of Ireland, or your normal place of residence in a member state of the EU, you choose to cancel your trip, instead of a payment for delay, we will pay for the cost of the trip, up to the maximum claimable under Section 3, less any excess or, if you wish to continue your trip we will pay a pro rata amount of the total cost of your trip for each full lost day of your trip.

**We will not pay**

- a) the excess shown on page 3 for each and every loss,
- b) for a loss under this Section and Section 6 caused by the same event,
- c) for a loss caused by a strike if it had started or been announced before you bought this Insurance or booked a trip,
- d) if you fail to check-in on time, unless you have been advised by your travel provider or airline not to do so, or there has been a public announcement to this effect,

- e) if transport services are withdrawn as the result of a recommendation or instruction from the Civil Aviation Authority, Port Authority or similar body,
- f) any amounts recoverable from your travel provider or airline.

**Condition** It is a requirement of this insurance that you must be in attendance at the air, sea port or railway station and obtain a written report from the carrier confirming the delay and its reason.

Please also refer to the General Exclusions and General Conditions at the end of this document.

## Section 8

### PERSONAL EFFECTS

**We will pay** up to the amount shown on the schedule for any one event (and in total) following a series of events giving rise to a claim under this insurance which occurs during the period of insurance for loss or theft of, or damage to, your personal effects and valuables, after making proper allowance for wear, tear and depreciation.

**We will also pay** for loss or theft of travellers cheques, postal orders, misuse of FX card provided this was obtained through MPI Brokers, travel tickets and accommodation vouchers, driving licence (not ski pass – see section 18) including any reasonable additional costs in obtaining replacements.

**We will also pay** up to the amount shown on the schedule towards the cost of buying essential personal effects if your baggage is delayed or lost on the outward journey for more than 12 hours. If your baggage is permanently lost, any amount payable will be deducted from the total claim.

**We will also pay** up to the amount shown on the schedule for the loss of keys (hotel, apartment or car).

#### We will not pay

- a) the excess shown on page 3 for each and every loss, except for baggage delay and keys,
- b) for any loss where you have left any personal effects unattended without good reason,
- c) for breakage of fragile articles unless caused by fire or by an accident to the aeroplane, ship or vehicle in which they are being carried,
- d) for loss or theft of, or damage to:
  - bicycles, motor vehicles, trailers, caravans, waterborne craft and their fittings, sports equipment whilst in use (other than ski boots), contact lenses, non-prescription sunglasses, antiques, computers, mobile telephones and electronic equipment (other than audio equipment including one MP3 player (iPod) and the like, including associated equipment to any of the above e.g. wires, cases, USB plugs and the like, providing you hold receipt(s) for these items),
- e) for any loss or damage caused by moth or vermin, any process of cleaning, repairing or restoration, leakage of powder or fluid from containers carried in your baggage, electrical derangement, wear and tear, denting or scratching,
- f) for any personal effects which are detained, seized or confiscated by customs or other officials.

**Conditions** It is a requirement of this insurance that:

- a) you at all times exercise care in the supervision of your property and it is not left unattended without good reason,
- b) if your baggage is lost, delayed or damaged in transit, you must notify the Carrier immediately and obtain a Carriers Report (which, in the case of an airline, is a Property Irregularity Report),
- c) in the event of loss or theft of valuables, accommodation vouchers, travel tickets and any item valued over £100, this is reported to the police immediately, but no later than 48 hours after discovery, and a written report is obtained,
- d) all valuables are carried on your person or in hand luggage whilst travelling (i.e. not in luggage placed in the hold of an aircraft, ship or train, or an unattended motor vehicle other than a 'Camper Van' where being used for accommodation and provided valuables are placed in a locked 'glove' compartment if available),
- e) you must make every effort to recover lost or stolen property (personal effects) and report any loss of an FX card as soon as the loss has been discovered.

#### Please note:

There is a limit for any one single article which applies to all personal effects including valuables. There is an overall limit for all valuables. These limits, as well as the overall limit, may be increased at an additional premium - please call MPI Brokers on +44 (0) 1428 778424.

Please also refer to the General Exclusions and General Conditions at the end of this document.

## Section 9

### PERSONAL MONEY

**We will pay** up to the amount shown on the schedule for any one event (and in total) following a series of events giving rise to a claim under this insurance, which declares itself during the period of insurance for loss or theft of personal money.

#### We will not pay

- a) the excess shown on page 3 for each and every loss,
- b) for loss or theft from an unattended motor vehicle nor from unaccompanied baggage whilst in transit,
- c) for any loss where you have left money unattended, without good reason,
- d) for any loss or damage caused by moth or vermin or any process of cleaning, repairing or restoring or leakage of powder or fluid from containers carried in your baggage.

**Conditions** It is a requirement of this insurance that:

- a) you at all times exercise care in the supervision of your money and it is not left unattended without good reason,
- b) in the event of the loss or theft of personal money the loss must be reported to the police no later than 48 hours after discovery, and a written report is obtained,
- c) personal money left in your accommodation must be left in a locked safe or if not available must be kept out of sight.

Please also refer to the General Exclusions and General Conditions at the end of this document

## Section 10

### LEGAL COSTS AND EXPENSES

DAS Legal Expenses Insurance Company Limited (DAS) is the underwriter and provides the legal protection insurance under your policy. The legal advice service is provided by DAS Law Limited and/or a preferred law firm on behalf of DAS.

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority.

DAS Legal Expenses Insurance Company Limited, Head and Registered Office: DAS House, Quay Side, Temple Back, Bristol, BS1 6NH. Registered in England and Wales. Company Number 103274. Website: www.das.co.uk.

DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority (registered number 423113).

DAS Law Limited Head and Registered Office: DAS Law Limited, North Quay, Temple Back, Bristol, BS1 6FL. Registered in England and Wales, Company number 5417859. Website: www.daslaw.co.uk

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

Throughout this section, the words and phrases listed below have the meanings given next to them and are printed in italics:

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

#### 'Costs and expenses'

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

**'Countries covered'** As per the geographical area on your policy schedule.

**'DAS Standard Terms of Appointment'** The terms, conditions and remuneration that an appointed representative must agree to prior to acting on your behalf, which could include a conditional fee agreement (no win, no fee) for certain types of claim. Where a law firm is acting as an appointed representative the amount is currently £100 per hour. This amount may vary from time to time.

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

**'Period of insurance'** The period for which we have agreed to cover you.

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

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

**'We', 'us' and 'our'** DAS Legal Expenses Insurance Company Limited.

**'You' and 'your'** Each insured person named on the insurance schedule.

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

**WHAT IS COVERED****Personal Injury**

**We will pay** an appointed representative on your behalf costs and expenses to represent you following a specific or sudden accident that causes your death or bodily injury to you, provided that:

1. reasonable prospects exist for the duration of the claim; and
2. the date of occurrence of the insured incident is during the period of insurance; and
3. any legal proceedings will be dealt with by a court, or other body which we agree to, within the countries covered; and
4. the insured incident happens within the countries covered; and
5. the most we will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £25,000; and
6. the most we will pay in costs and expenses is no more than the amount we would have paid to a preferred law firm. The amount we will pay a law firm (where acting as an appointed representative) is currently £100 per hour. This amount may vary from time to time.
7. in respect of an appeal or the defence of an appeal, you must tell us within the time limits allowed that you want to appeal; and before we pay the costs and expenses for appeals, we must agree that reasonable prospects exist
8. for an enforcement of judgment to recover money and interest due to you after a successful claim under this section, we must agree that reasonable prospects exist; and
9. where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most we will pay in costs and expenses is the value of the likely award.

**We will not pay**

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

**What is not covered**

1. Excluded claims
  - a) Illness or bodily injury which happens gradually or is not caused by a specific or sudden accident
  - b) Psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury to you
  - c) Clinical negligence
  - d) Defending your legal rights, but defending a counter-claim is covered
  - e) Any legal action against the travel agent, tour operator or carrier
  - f) Any costs and expenses that you have to pay under a contingency fee arrangement (a contingency fee arrangement is when the lawyer takes a percentage of the damages as the fee).
2. Late reported claims
 

A claim where you have failed to notify DAS of the insured incident within a reasonable time of it happening and where this failure adversely affects the reasonable prospects of a claim or DAS consider their position has been prejudiced.
3. Costs not agreed by us
 

Costs and expenses incurred before our written acceptance of a claim.
4. Court awards and fines
 

Fines, penalties, compensation or damages which you are ordered to pay by a court or other authority.
5. Legal action not agreed by us
 

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

Any claim relating to written or verbal remarks which damage your reputation.
7. A dispute with DAS
 

A dispute with us not otherwise dealt with under Condition 9.
8. Judicial review
 

Costs and expenses arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.
9. Litigant in person
 

Any claim where you are not represented by a law firm or barrister.
10. A claim caused by, contributed to by or arising from:
  - (a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel
  - (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it

(c) war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup

(d) pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

**CONDITIONS**

As well as the general conditions on page 11 the following conditions apply

## 1. Observance of policy terms

You must:

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

## 2. Your legal representation

a) On receipt of a claim, if legal representation is necessary, we will appoint a preferred law firm as your appointed representative to deal with your claim. They will try to settle your claim by negotiation without having to go to court.

b) If the appointed preferred law firm is unable to negotiate settlement of your claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, you may choose your appointed representative.

c) If you choose a law firm as your appointed representative who is not a preferred law firm, we will give your choice of law firm the opportunity to act on the same terms as a preferred law firm. However if they refuse to act on this basis, the most we will pay is the amount we would have paid if they had agreed to the DAS Standard Terms of Appointment. The amount we will pay a law firm (where acting as the appointed representative) is currently £100 per hour. This may vary from time to time.

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

## 3. Your responsibilities

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

## 4. Offers to settle a claim

a) You must tell us if anyone offers to settle a claim and you must not negotiate or agree to a settlement without our written consent

b) If you do not accept a reasonable offer to settle a claim, we may refuse to pay further costs and expenses

c) We may decide to pay you the reasonable value of your claim, instead of starting or continuing legal action. In these circumstances you must allow us to take over and conduct in your name the pursuit or settlement of any claim. You will also allow us to pursue at our own expense and for our own benefit, any claim for compensation against any other person and you must give us all information and assistance required.

## 5. Assessment and recovery of costs

a) You must instruct the appointed representative to have costs and expenses taxed, assessed or audited if we ask for this

b) You must take every step to recover costs and expenses that we have to pay and must pay us any amounts that are recovered.

## 6. Cancellation of a representative's appointment

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

## 7. Expert Opinion

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

## 8. Withdrawal of coverage

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

## 9. Arbitration

If there is a disagreement between you and us about the handling of a claim and it is not resolved through our internal complaints procedure you can contact the Financial Ombudsman Service for help. This is a free arbitration service for eligible consumers, small businesses, charities and trusts. (Details available from www.



financial-ombudsman.org.uk)

If your dispute is not covered by the Financial Ombudsman Service there is a separate arbitration process available. The arbitrator will be a barrister, solicitor or other suitably qualified person chosen jointly by you and us. If there is a disagreement over the choice of arbitrator, we will ask the Chartered Institute of Arbitrators to decide. The arbitrator will decide who will pay the costs of the arbitration. For example, costs may be split between you and us or may be paid by either you or us.

#### 10. Claims under this section by a third party

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

#### 11. Other insurances

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

### LEGAL ADVICE SERVICE

We provide confidential advice over the phone on any personal legal issue, under the laws of any European Union country, the Isle of Man, Channel Islands, Switzerland and Norway.

Advice about the law in England and Wales is available 24 hours a day, seven days a week. However, we may need to call you back depending on the enquiry. Legal advice about the other countries is available 9am-5pm, Monday to Friday, excluding public and bank holidays. If you call outside these times, a message will be taken and DAS will call you back within operating hours. To help us check and improve our service standards, we may record all calls.

To make a personal injury claim or request legal advice, please call 0344 893 9013. We will not accept responsibility if the Legal advice service fails for reasons we cannot control.

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

### DATA PROTECTION

To comply with data protection regulations we are committed to processing your personal information fairly and transparently. This section is designed to provide a brief understanding of how we collect and use this information.

We may collect personal details, including your name, address, date of birth, email address and, on occasion, dependent on the type of cover you have, sensitive information such as medical records. This is for the purpose of managing your products and services, and this may include underwriting, claims handling and providing legal advice. We will only obtain your personal information either directly from you, the third party dealing with your claim or from the authorised partner who sold you the policy.

### WHO WE ARE

DAS is part of DAS Legal Expenses Insurance Company Limited which is part of DAS UK Holdings Limited (DAS UK Group). The uses of your personal data by us and members of the DAS UK Group are covered by our individual company registrations with the Information Commissioner's Office. DAS has a Data Protection Officer who can be contacted through [dataprotection@das.co.uk](mailto:dataprotection@das.co.uk).

### HOW WE WILL USE YOUR INFORMATION

We may need to send your information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers, specialist agencies so they may contact you to ask for your feedback, or members of the DAS UK Group. If your policy includes legal advice we may have to send the information outside of the European Economic Area (EEA) in order to give legal advice on non-European Union law. Dependent on the type of cover you have, your information may also be sent outside the EEA so the service provider can administer your claim.

We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this Privacy Notice. Any transfer outside of the EEA will be encrypted using SSL technology.

We will not disclose your personal data to any other person or organisation unless we are required to by our legal and regulatory obligations. For example, we may use and share your data with other organisations and public bodies, including the police and anti-fraud organisations, for the prevention and detection of crime, including fraud and financial sanctions. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering. Further details explaining how the information held by fraud prevention agencies may be used can be obtained by writing to, or telephoning DAS. A copy is also accessible and can be downloaded via our website.

### WHAT IS OUR LEGAL BASIS FOR PROCESSING YOUR INFORMATION?

It is necessary for us to use your personal information to perform our obligations in accordance with any contract that we may have with you. It is also in our legitimate interest to use your personal information for the provision of services in relation to any contract that we may have with you.

### HOW LONG WILL YOUR INFORMATION BE HELD FOR?

We will retain your personal data for 7 years. We will only retain and use your personal data thereafter as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements. If you wish to request that we no longer use your personal data, please contact us at [dataprotection@das.co.uk](mailto:dataprotection@das.co.uk).

### WHAT ARE YOUR RIGHTS?

You have the following rights in relation to the handling of your personal data:

- You have the right to access personal data held about you
- You have the right to have inaccuracies corrected for personal data held about you
- You have the right to have personal data held about you erased
- You have the right to object to direct marketing being conducted based upon personal data held about you
- You have the right to restrict the processing for personal data held about you, including automated decision-making
- You have the right to data portability for personal data held about you. Any requests, questions or objections should be made in writing to the Data Protection Officer:

Data Protection Officer, DAS Legal Expenses Insurance Company Limited

DAS House, Quay Side, Temple Back, Bristol BS1 6NH

Or via Email: [dataprotection@DAS.co.uk](mailto:dataprotection@DAS.co.uk)

### HOW TO MAKE A COMPLAINT

If you are unhappy with the way in which your personal data has been processed you may in the first instance contact the Data Protection Officer using the contact details above.

If you remain dissatisfied then you have the right to apply directly to the Information Commissioner's Office for a decision. The Information Commissioner can be contacted at:

Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF

[www.ico.org.uk](http://www.ico.org.uk)

## Section 11

### LOSS OF PASSPORT

**We will pay** up to the amount shown on the schedule for any one event (and in total) following a series of events giving rise to a claim under this insurance, which occurs during the period of insurance for loss or theft or damage to your passport and visa as follows:

- a) travel and accommodation costs to obtain a replacement, and
- b) the cost of a replacement, and
- c) any additional travel and accommodation expenses necessarily incurred, as a direct result of loss or theft or damage to your and or a travelling companion's passport and visa, to continue your trip,

provided these costs are incurred whilst on your trip or within two months of your return.

#### **We will not pay**

- a) for any cost incurred following the loss or theft of your passport and visa from an unattended motor vehicle other than in a locked glove compartment, nor from unaccompanied baggage whilst in transit,
- b) for any costs incurred where you have left your passport and visa unattended without good reason.

**Conditions** It is a requirement of this insurance that:

- a) in the event of loss or theft of your passport and visa this is reported to the police within 48 hours of discovery and a written report obtained,
- b) your passport and visa left in your accommodation must be kept in a locked safe or, if not available, must be kept out of sight.

Please also refer to the General Exclusions and General Conditions at the end of this document.

## Section 12

### INCONVENIENCE EXPENSES

**We will pay** up to the amount shown on the schedule for additional costs incurred for car parking, domestic animal care (including horses and ponies), house-sitters and childcare (including temporary boarding fees), if your return to the United Kingdom, Republic of Ireland, or your normal place of residence in a member state of the EU, is delayed for reasons beyond your control.

**We will also pay** the additional cost of providing a driver to return your car to your home address from your departure point should you be unable (as certified by your doctor) to collect and drive the vehicle yourself.

Please also refer to the General Exclusions and General Conditions at the end of this document.

### Section 13

#### HIJACK

**We will pay** up to the amount shown on the schedule for each 24 hours duration in the event that the aircraft, sea vessel, bus or coach in which you are travelling as a fare paying passenger is hijacked.

Please also refer to the General Exclusions and General Conditions at the end of this document.

### Section 14

#### GOLF EQUIPMENT

**We will pay** up to the amount shown on the schedule for any one event (and in total) following a series of events, giving rise to a claim under this insurance, which occurs during the period of insurance, for loss or, theft of, or damage to, your golf equipment.

**We will also pay** up to the amount shown on the schedule towards the cost of hiring alternative golf equipment if yours is delayed or lost on your outward trip for more than 12 hours. If your golf equipment is permanently lost, any amount payable will be deducted from the total claim.

#### We will not pay

- a) the excess shown on page 3 for each and every loss,
- b) for any loss where you have left any golf equipment unattended, without good reason,
- c) for any golf equipment which is detained, seized or confiscated by H M Customs or other officials.

**Conditions** It is a requirement of this insurance that:

- a) you at all times exercise care in the supervision of your property and it is not left unattended without good reason,
- b) if your golf equipment is lost, delayed or damaged in transit, you must notify the Carrier immediately and obtain a Carriers Report (which, in the case of an airline, is a Property Irregularity Report),
- c) in the event of loss or theft of golf equipment, this is reported to the police no later than 48 hours after discovery, and a written report is obtained,
- d) you must make every effort to recover lost or stolen property (personal effects).

Please also refer to the General Exclusions and General Conditions at the end of this document.

### Section 15

#### GREEN FEES

**We will pay** up to the amount shown on the schedule for loss of use of green fees if you are unable to play in the event of delayed arrival at your final destination for any reason beyond your control.

Please also refer to the General Exclusions and General Conditions at the end of this document.

### Section 16

#### HOLE-IN-ONE

**We will pay** up to the amount shown on the schedule if you score a 'hole-in-one'.

**You must** submit your score card, signed by you and a witness.

Please also refer to the General Exclusions and General Conditions at the end of this document.

### Section 17

#### WINTERSPORTS EQUIPMENT AND OTHER EXPENSES

**We will pay** up to the amount shown on the schedule for any one event (and in total) following a series of events giving rise to a claim under this insurance, which occurs during the period of insurance for loss, theft, specific accidental breakage or damage to or of:-

- a) your skis, snowboards, sticks and bindings, up to the maximum of the amount shown on the schedule, based on the following formula:-
 

| Age of Equipment up to (years)                                    | 1   | 2   | 3   | 4   | 5   | over 5 |
|-------------------------------------------------------------------|-----|-----|-----|-----|-----|--------|
| Proportion of new purchase price of the same or similar equipment | 85% | 65% | 45% | 30% | 20% | 5%     |
- b) ski equipment hired by you and for which you are legally responsible, up to the amount shown on the schedule.

**We will also pay** for the cost of hiring ski equipment if yours is delayed in transit, or following an insured loss under this section.

#### We will not pay

- a) the excess shown on page 3 for each and every loss except for delay of your ski equipment,

- b) for loss or damage caused by any process of cleaning, repairing or restoring,
- c) for any ski equipment which is detained, seized or confiscated by H M Customs or other officials.

**Conditions** It is a requirement of this insurance that:

- a) you at all times exercise care in the supervision of your ski equipment and it is not left unattended without good reason,
- b) if your ski equipment is lost, delayed or damaged in transit, you must notify the Carrier immediately and obtain a Carriers Report (which, in the case of an airline, is a Property Irregularity Report),
- c) in the event of loss or theft of ski equipment, this is reported to the police no later than 48 hours after discovery, and a written report is obtained,
- d) you must make every effort to recover lost or stolen property (personal effects).

Please also refer to the General Exclusions and General Conditions at the end of this document.

### Section 18

#### SKI PACK

**We will pay** up to the amount shown on the schedule (and in total) following an event giving rise to a claim under this insurance which occurs during the period of insurance for the value of any unused ski pass, ski hire, or tuition or guiding fees in the event of loss or theft of your ski pass or you being unable to ski following an accident or illness, as confirmed in writing by a local doctor.

#### We will not pay

- a) for loss or theft of a ski pass not reported to the lift company immediately,
- b) for a loss caused by a strike if it had started or been announced before you bought this insurance.

Please also refer to the General Exclusions and General Conditions at the end of this document.

### Section 19

#### PISTE CLOSURE

Valid for the period 1st June to 15th October in the Southern Hemisphere.

Valid for the period 1st January to 15th April in the Northern Hemisphere.

#### We will pay

- a) up to the amount shown on the schedule per day to enable you to travel to an alternative resort and any additional cost of ski passes or,
- b) the full amount shown on the schedule per day if you are unable to travel to another resort, due to lack of snow, strike, power failure, or adverse weather, if you are unable to ski in your pre-booked resort for a complete day or more, provided that no strike or power failure had started or been announced before you bought this insurance or booked a trip.

Please also refer to the General Exclusions and General Conditions at the end of this document.

### Specific Exclusion

**Applicable to the Emergency Medical Expenses, Personal Accident, Curtailment, and Hospital Benefit sections**

**We will not pay** claim(s) arising out of riding a motorcycle or quad bike as a driver or pillion unless:

- a) you are wearing a crash helmet, and
- b) the driver holds a valid driving licence to ride in the country you are visiting, and
- c) the engine capacity of a quad bike is under 250cc.

N.B. Riding a motorcycle or quad bike amongst other motorised vehicles is excluded under the Personal Liability section.

### General Exclusions

**Applicable to all sections**

**We will not pay** claims arising out of:

- a) war, and an insured person engaging in active war,
- b) either directly or indirectly from an act of Terrorism. This exclusion does not apply to Sections 1, 2 and 5 except for any claims which are in any way caused or contributed by an act of Terrorism involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent,
- c) nuclear risks,
- d) loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds,
- e) failure of any computer hardware or software or other electrical equipment to recognise or process any date as the true calendar date. This does not apply to the Emergency Medical Expenses, Hospital Benefit and Personal Accident sections,
- f) you travelling in an aircraft other than as a fare paying passenger in a fully licensed passenger carrying aircraft and for no other purpose,
- g) your suicide or attempted suicide or your deliberate exposure to unnecessary

danger, except in an attempt to save human life, or whilst participating in an activity covered by this insurance,

- h) you being under the influence of alcohol (this exclusion shall only apply where it can be proven that the event giving rise to a claim was directly caused by you being under the influence of excess alcohol) or drugs,
- i) scuba diving if you book or plan this before you go on your trip. This exclusion may be waived if you pay the appropriate additional premium. However, under no circumstances will we pay for a claim if you are:
  - (i) inexperienced and not accompanied by a properly qualified instructor or,
  - (ii) diving to a greater depth than 30 metres or,
  - (iii) diving alone,
- j) mountaineering usually requiring the use of guides and ropes, potholing or heli-skiing if pre-booked, other than pre-booked heli-skiing day trips not exceeding 2 consecutive days and canyoning,
- k) wintersports and racing of any kind other than racing in dinghies and see watersports on pages 1 & 2,
- l) parapenting, hang gliding, other than that which is not booked or planned before you go on your trip and then only if with a recognised school on a trial basis,
- m) any loss, death, injury or sickness of yours resulting from you taking part in civil commotions or riots of any kind,
- n) any loss of any kind, except as may be specifically provided for in this insurance,
- o) the breaking of or failure to comply with any law whatsoever,
- p) any circumstance that is covered by another insurance policy that you hold (see General Condition 5),
- q) any circumstance(s) which could be expected to give rise to a claim which was known about at the time of purchasing this insurance or booking a trip (whichever is the later) such as but not limited to SARS-CoV-2 (Covid19), and any claims caused directly or indirectly by any preventative containment measures, (such as but not limited to self-isolation, shielding or quarantine) and associated events. This exclusion does not apply to Section 1,
- r) any loss that is not directly associated with the incident which has given rise to a claim. For example, the cost of replacing locks after losing keys or loss of earnings following injury or illness,
- s) failure to comply with any Conditions within this insurance policy
- t) failure to comply with the clause headed 'FCO TRAVEL WARNING' on page 4.

### General Conditions

1. You must contact the Assistance Company as soon as possible if you are admitted to hospital as an in-patient, or if you have medical treatment which is likely to cost more than £750 (or its equivalent in local currency) Failure to do so may affect the assessment of your claim.
2. You must wherever possible use medical facilities which entitle you to the benefits of any reciprocal health agreements, such as the European Health Insurance Card (EHIC) in Europe (including Switzerland) and you must register on arrival in Australia with Medicare.
3. A person or company who is not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
4. Should you incur a loss and wish to make a claim under this policy, you must follow the instructions given on page 2 'how to make a claim' and you must file a claim with MPI, on one of their claim forms within 31 days of the date of loss and 7 days in the event of loss by an airline. These are available on our website [www.mpibrokers.com](http://www.mpibrokers.com) with instructions on completion. You must supply full details of all circumstances and any other information, documents and original receipts they may require at your expense, and be able to prove your loss if so requested.
5. You must advise us of any other insurance policy you hold which may provide cover in respect of any event for which you are claiming (see exclusion p). We may take action in your name but at our expense to recover for our benefit the amount of any payment made under this insurance and you must act as if uninsured and assist us to obtain or pursue a recovery from any third party and/or other insurers (including the Pension Service for EHIC claims).
6. You must pay us back within 1 month of demand any amounts that we have paid on your behalf which are not covered, or if it transpires you were not insured under this insurance.
7. You must take all reasonable steps to avoid or minimise any loss which might result in you making a claim under this Insurance.
8. We may at our option discharge any liability under this insurance by replacing or

repairing any article or articles lost or damaged.

9. You must comply with all the terms and conditions of this insurance and the claims procedure. Failure to do so may affect the assessment of any claim.

### Governing Law

Both you and the insurers may choose the law which applies to this contract. Unless you and the insurers agree otherwise, the law which applies to this contract is the law which applies to the country in Europe in which you permanently reside.

### Financial Services Compensation Scheme (Fscs)

The insurers are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the Scheme if the insurers are unable to meet their obligations to you under this contract. Further information can be obtained from the Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St. Botolph Street, London, EC3A 7QU. Tel: 0800 678 1100 (Freephone from UK) or +44 (0) 20 7741 4100. Website: [www.fscs.org.uk](http://www.fscs.org.uk)

### Cancellation

This insurance contains a 14 day 'cancellation period' during which time you may return it and obtain a refund if you have a reason for being dissatisfied with the cover. Provided you have not commenced travel, or had a loss which is likely to result in a claim. There may be a charge of £25.00.

We or anyone we authorise have the right to cancel this policy at any time by sending you 14 days notice in writing where there is a valid reason for doing so. We will send the notice to the last known address we have for you and we will set out the reason for cancellation in our letter. Valid reasons may include but are not limited to:

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

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

### Amendments

If you wish to extend cover for any reason, the premium will be the difference between the period taken out and the 'new' period, plus 15%.

### Anti Money Laundering

In the event that there is a premium refund made this will be paid to you via the method that you used to pay the premium.

### Fraud

The insurers take a robust approach to fraud prevention in order to keep premium rates down so that you do not have to pay for other people's dishonesty. If any claim under this insurance is fraudulent, exaggerated, or is intended to mislead, or if any misleading or fraudulent means are used by you or anyone acting on your behalf to obtain benefit under this insurance, your right to any benefit under this insurance will end, your policy will be cancelled without any premium refund and the insurers will be entitled to recover any benefit paid and costs incurred as a result of any such fraudulent or misleading claim. The insurers may also inform the police.

### Subrogation/Assignment

If you are injured by, or if your death is caused by, someone else's negligence and we pay a claim under this policy, we may wish to attempt to recover from that person or organisation some or all of the amounts we have paid you or a beneficiary. You agree that we can, therefore, take over your legal rights and remedies against anyone who is responsible for the event(s) which lead to your claim, but only in relation to, and to the extent of, any payment made under this policy. If we choose to do this, we will be responsible for all costs incurred in pursuing a recovery of costs we have paid.

You or your beneficiary (as appropriate) must fully co-operate with us and give us any assistance we need to help us to recover some or all of the amounts we have paid under this policy. This includes, but is not limited to, (to the extent necessary) transferring to us your rights to take action but only in relation to, and up to, the amount paid by us under this policy.

## Complaints Procedure

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

### Claims

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

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

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

- Tell you what we have done to resolve the problem; or
- Acknowledge your complaint and let you know when you can expect a full response. We will also let you know who is dealing with the matter.

We will always aim to resolve your complaint within four weeks of receipt. If we are unable to do this we will give you the reasons for the delay and indicate when we will be able to provide a final response.

We will review your complaint and do our best to address your concerns.

### Legal Expenses claims

If your complaint is concerning Section 10 – Legal Expenses, please contact DAS by: Phoning - 0344 893 9013

Emailing - [customerrelations@das.co.uk](mailto:customerrelations@das.co.uk)

Writing to the Customer Relations Department, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH or completing an online complaint form at [www.das.co.uk/about-das/complaints](http://www.das.co.uk/about-das/complaints) They will review your complaint and do their best to address your concerns.

### Sales

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

The Managing Director, MPI Brokers, West House, West Street, Haslemere, Surrey, GU27 2AB. Alternatively, you can call on 01428 664265, or email: [info@mpibrokers.com](mailto:info@mpibrokers.com)

They will review your complaint and do their best to address your concerns.

### Contact the Financial Ombudsman Service

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

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

The Financial Ombudsman Service

Exchange Tower

London

E14 9SR

Using this complaints procedure will not affect your legal rights.

You can also obtain information here: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) or call 0800 023 4567.

Please note that if you do not refer your complaint within the six months the Financial Ombudsman Service will not have our permission to consider your complaint and therefore will only be able to do so in very limited circumstances. For example, if it believes that the delay was a result of exceptional circumstances.

Alternatively if you have a complaint about a service you have bought online you can make a complaint through the following European Commission's Online Dispute Resolution Platform:

<http://ec.europa.eu/consumers/odr>

## Privacy Notice

We are Ageas Insurance Limited and are part of the Ageas group of companies. The details provided here are a summary of how we collect, use, share, transfer and store your information. For our full Privacy Policy please visit our website [www.ageas.co.uk/privacy-policy](http://www.ageas.co.uk/privacy-policy) or contact our Data Protection Officer at: Ageas House, Hampshire

Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA or by emailing [thedpo@ageas.co.uk](mailto:thedpo@ageas.co.uk).

Your insurance adviser will have their own uses for your personal data. Please ask your insurance adviser if you would like more information about how they use your personal information.

### Collecting your information

We collect a variety of personal information about you including your name, address, contact details, date of birth, credit history, criminal offences, claims information and IP address (which is a unique number identifying your computer). Where relevant, we also collect special categories of personal information (which was previously known as sensitive personal information) such as details regarding your health. We also collect information from a number of different sources for example: publicly available sources such as social media and networking sites; third party databases available to the insurance industry; firms, loss adjusters and/or suppliers appointed in the process of handling a claim.

### Using your information

The main reason we collect your personal information and/or special categories of personal information is because we need it to provide you with the appropriate insurance quotation, policy and price as well as manage your policy such as handling a claim or issuing documentation to you. Our assessment of your insurance application may involve an automated decision to determine whether we are able to provide you with a quotation and/or the price. If you object to this being done, then we will not be able to provide you with insurance.

We will also use your information where we feel there is a justifiable reason for doing so for example: to prevent and detect fraud and financial crime (which may include processes which profile you); collecting information regarding your past policies; carrying out research and analysis (including profiling); and recording and monitoring calls.

If you have given us information about someone else, you would have confirmed that you have their permission to do so.

### Sharing your information

We share your information with a number of different organisations which include, but are not limited to: other insurers; regulatory bodies; carefully selected third parties providing a service to us or on our behalf; fraud prevention and credit reference agencies and other companies, for example, when we are trialling their products and services which we think may improve our service to you or our business processes. Unless required to by law, we would never share your personal data without the appropriate care and necessary safeguards being in place.

### Keeping your information

We will only keep your information for as long as is necessary in providing our products and services to you and/or to fulfil our legal and regulatory obligations. Please refer to our full Privacy Policy for more information.

### Use and storage of your information overseas

Your information may be transferred to, stored and processed outside the European Economic Area (EEA). We will not transfer your information outside the EEA unless it is to a country which is considered to have equivalent data protection laws or we have taken all reasonable steps to ensure the firm has suitable standards in place to protect your information.

### Your rights

You have a number of rights in relation to the information we hold about you, these rights include but are not limited to: the right to a copy of your personal information we hold; object to the use of your personal information; withdraw any permission you have previously provided and complain to the Information Commissioner's Office at any time if you are not satisfied with our use of your information. For a full list of your rights please refer to the full Privacy Policy. Please note that there are times when we will not be able to delete your information. This may be as a result of fulfilling our legal and regulatory obligations or where there is a minimum, statutory, period of time for which we have to keep your information. If we are unable to fulfil a request, we will always let you know our reasons.