

SkiBound

SKI INSURANCE POLICY

This policy is for residents of the United Kingdom only.

Arranged by:

Fogg Travel Insurance Services Ltd

Crow Hill Drive, Mansfield, Notts, NG19 7AE

Tel: 01623 631331 Fax: 01623 420450

Underwritten by:

Europäische Reiseversicherung AG, Munich, Germany (ETI)

**Valid only for departures between
1st November 2011 to 31st May 2012**

POLICY INFORMATION

This Policy Wording is to confirm that those persons who have paid the required premium are insured under the Master Policy No ETI SkiBound 20110814 on behalf of ETI – International Travel Protection, the UK Branch of Europäische Reiseversicherung AG, Munich, Germany, (ETI). Companies Registration No. FC 25660, BR 007939.

Cancellation cover applies as soon as the premium has been paid and the policy wording is issued. The remaining covers apply for the duration of the booked Trip (or earlier return to the **United Kingdom**). It also includes the period of travel from **Home** directly to the departure point and back **Home** directly afterwards not exceeding **24** hours in each case. If the return is unavoidably delayed for an insured reason, cover will be extended free of charge for the period of that delay.

If **You** are not happy with the policy, return it to **SkiBound** within **14** days of issue and **We** will refund **Your** premium in full provided no claims have been made and that **We** receive **Your** returned policy prior to **Your** departure date. Cancellation at any other time will mean **You** are not entitled to a refund of premium.

We must be informed of any facts, which is likely to influence us in the acceptance, assessment or continuance of this insurance. Failure to do so may invalidate this insurance, leaving You with no right to make a claim. Please refer to the Pre-existing Medical Conditions section.

**PLEASE READ YOUR INSURANCE POLICY CAREFULLY.
FAILURE TO OBSERVE THE TERMS AND CONDITIONS SET OUT IN THIS DOCUMENT MAY PREJUDICE ANY CLAIM.**

SUMMARY OF COVER

Policy section	Maximum benefit	Excess
A. Cancellation or curtailment	up to £3,000	£65
Loss of deposit	up to £3,000 <i>(See Pre-existing Medical Conditions section)</i>	£10
B. Emergency medical expenses	up to £5,000,000	£65
Unused ski pack	up to £280	Nil
Hospital benefit	up to £200 <i>(See Pre-existing Medical Conditions section)</i>	Nil
C. Personal accident	up to £25,000**	Nil
D. Departure delay	up to £100	Nil
Delay cancellation	up to £3,000	£65
Missed departure	up to £1,000 (Area 1 £500)	Nil
E. Weather delay	up to £200	Nil
F. Piste closure*	up to £120	Nil
G. Personal baggage (under 18s)	up to £1,500 (£1,000)	£65
Single article/valuable limits	up to £250	
School property	up to £500	£65
Delayed baggage	up to £250	Nil
Ski equipment / Hired skis	up to £400	£65
Ski hire	up to £100	Nil
H. Personal money (under 18s)	up to £400 (£250)	£65
Cash limit (under 18s)	up to £250 (£150)	
Lift pass limit	up to £250	
Student money	up to £5,000	£65
Emergency fund	up to £5,000	£65
Loss of travel documents	up to £250	£65
I. Personal liability	up to £2,000,000	£65
J. Organisers liability	up to £5,000,000	£100
K. Legal advice and expenses	up to £25,000	Nil

* only valid between 15th December and 30th April.

** please see personal accident section for details of amount of payment.

AGE LIMIT

This insurance is not valid in respect of persons aged **75** years or over at the date of departure or in respect of persons aged **65** or over at the date of departure for travel in excess of **31** days.

GEOGRAPHICAL AREAS

Area 1 - Europe, including all countries west of the Ural Mountains, Republic of Ireland, Iceland, Morocco, Tunisia, Turkey, the Azores, Canary Islands, Madeira and islands in the Mediterranean.

Area 2 - Worldwide *including* the United States of America, Canada.

IMPORTANT POINTS TO NOTE

Please read **Your** insurance policy in full before **You** travel making sure **You** understand exactly what **We** will and will not pay for under each section.

Section A - Cancellation or Curtailment

Section B - Emergency Medical Expenses

Your state of health may affect the cover provided under **Your** insurance. Please refer to the Cover and Exclusions to Cover in respect of **Section A, B and C** and to the **Pre Existing Medical Conditions** section.

Section B - Emergency Medical Expenses

You must contact the **24 hour medical Emergency Service** for their Doctor's opinion prior to:-

- You** being admitted to hospital or
- You** arranging to return **Home** early or extend **Your** stay because of any illness or injury.

Hazardous Activity

Your attention is drawn to the **Definition of Words** section and the definition of **Hazardous Activity**. If **You** are taking part in any sport not listed please contact **Us** to ensure **You** are covered.

Section G - Personal Baggage (including Ski Equipment)

Section H - Personal Money

Take due care of **Your Personal Baggage** and **Personal Money**. The vast majority of claims under these sections arise as a result of leaving items **Unattended** at restaurants, airports and hotels etc. Lack of proper care towards **Your Personal Baggage** and **Personal Money** could result in **Your** claim being turned down.

Valuables and **Personal Money** should not be left **Unattended** at any time except when left in **Your** locked personal accommodation or in a safety deposit box where possible.

In Particular please note:-

- Your** policy does not cover **Valuables** or **Personal Money** when left in motor vehicles at any time
- Valuables** and **Personal Money** must be carried in **Your** hand luggage when being transported by airlines, coach operators etc.

Your policy contains a single article limit on **Personal Baggage** and an overall **Valuables** limit. Expensive items, jewellery, photographic and video equipment, **Ski Equipment**, etc. should be insured under **Your** own home insurance.

Where cover applies to items that are stolen, lost and totally destroyed they will be replaced as new less a deduction for any wear, tear and depreciation.

OFF PISTE COVER

Off piste skiing is included provided **You** act reasonably and do not ski in a closed or avalanche risk area. If not skiing with a Guide or Instructor, always check that the area is suitable for a skier at **Your** level.

IMPORTANT ADVICE

- Whilst skiing is fun, there are still rules and regulations which apply - **You** can be prosecuted for behaving in a reckless or dangerous manner. The guidelines are the FIS rules - **You** should read and understand them before **You** ski - following them will help **Your** enjoyment.
- If **You** are not skiing with an instructor or guide, check that the area and the snow **You** wish to ski is suitable for a skier at **Your** level - get advice from the local ski school. Never ski in closed areas - it may be there is an avalanche around the corner - or perhaps the mountain just comes to an end!
- Whilst skis left outside bars and the like are covered in the event of theft, 'mix 'n match' them - thieves only take pairs! Do not leave other property **Unattended** except in **Your** hotel room.

RECIPROCAL HEALTH AGREEMENT EU COUNTRIES

Travellers to European Union countries and Switzerland should apply and obtain the European Health Insurance Card (EHIC) or form E112. Applications for the EHIC can be made online at www.ehic.org.uk - the quickest route, or by Telephone on 0845 606 2030, or by post - application forms are available from the Post Office. This will entitle **You** to benefit from the reciprocal health arrangements which exist between European Union countries. In other countries where reciprocal health arrangements exist all reasonable steps should be made to utilise them.

In the event of liability being accepted for a medical expense which has been reduced by the use of an EHIC card (or other reciprocal health agreements) or Private Health Insurance, the applicable **Emergency Medical Expenses** section excess will not be applied. This does not apply where special excess terms have been imposed.

Should **You** be admitted to hospital then contact must be made with **Fogg Medi-Insure** and their authority obtained in respect of any treatment not available under the reciprocal arrangements before such treatment is provided.

FOGG TRAVEL MEDI-INSURE CARD

For Medical claims - Production of **Your** Fogg Travel MEDI-INSURE CARD will mean that any rescue, transport or medical service in Europe, subscribing to the scheme, will make no charge to **You** for their service but will bill **Us** direct - the policy excess is, however, payable to the doctor at the time of treatment. In the event of difficulty **You** should contact the emergency medical assistance service immediately. **You** will be given a form by the medical/rescue service whenever the Fogg Travel MEDI-INSURE CARD is used - this form should be sent to the address shown together with any ancillary pharmaceutical bills and the like at the end of **Your** Trip to obtain reimbursement of those costs incurred - less the policy excess amount - where **You** have made payment.

Otherwise, and in particular outside Europe, production of **Your** Fogg Travel MEDI-INSURE CARD will be of assistance in confirming **Your** travel insurance details to rescue, transport or medical service providers.

24 HOUR MEDICAL EMERGENCY SERVICE

FOGG MEDI-INSURE provides immediate help in the event of **Your** illness or injury arising outside the **United Kingdom** - they provide a **24 HOUR** multi-lingual emergency service **365** days a year and can be contacted by telephone.

If **You** are admitted to a hospital or clinic as an in-patient or repatriation is necessary **Our 24 Hour Emergency Medical Service must be notified as soon as it is practical to do so, and at the latest within 48 hours before incurring expenses in excess of £500.**

Repatriation to **Your Home** will be arranged when this is considered to be medically necessary in the opinion of the doctor in attendance and **Our** medical advisers.

Contact the 24 hour emergency medical assistance service

FOGG MEDI-INSURE TEL +44 (0)845 4600 080
in conjunction with



You should advise them that **You** are insured under the scheme **SkiBound** through ETI and quote **Your FOGG TRAVEL FOGG MEDI-INSURE CARD** number and have the following information ready to advise:-

- A contact telephone number
- Name and age of patient
- Location of hospital and doctor's telephone number
- The medical problem.

When **You** call upon the services of **FOGG MEDI-INSURE** it is a condition of the service that **FOGG MEDI-INSURE** shall solely be responsible for all decisions on the most suitable and reasonable solution to any medical problem. The service includes, where necessary:-

1. Multi-lingual assistance with hospitals and doctors
2. Repatriation arrangements and necessary escorts by a medical attendant
3. Travel arrangements for other members of **Your** party or next-of-kin
4. On arrival in the **United Kingdom**, an ambulance service to hospital or **Home**.

NOTE TO TREATING DOCTOR FOGG MEDI-INSURE must be contacted prior to treatment with full medical details. Failure to do this will mean medical expenses incurred cannot be guaranteed.

In the event of **Your** injury or illness, **We** reserve the right to:-

- i. move **You** from one hospital to another; and
- ii. arrange for **Your** repatriation to **Your Home**

at any time during the journey or **Trip** in order to minimise the loss. **We** will do this if in the opinion of the doctor in attendance and **Our** medical advisers, **You** can safely be moved and/or can safely travel **Home** to continue treatment.

PRE-EXISTING MEDICAL CONDITIONS

You will not be covered under this policy for any medical condition, if at the time of taking out this insurance, as far as the persons insured are aware, **You** or any person on whom this insurance may depend, including any person not travelling (see also **Material Facts** below):-

- i. has any medical condition or on-going medical condition for which treatment has been received, taken/are taking medication or have visited/been referred to a specialist or have been a hospital in-patient during the **2** years period immediately preceding the date of issue of this insurance, or
- ii. is on a hospital waiting list for treatment, or where a terminal prognosis has been given, or
- iii. is awaiting investigation, results of tests or investigation or diagnosis for a medical condition, or
- iv. is travelling against the advice of a medical practitioner or in order to get treatment, or
- v. is currently suffering or have previously suffered from any of the following medical conditions:-
Heart related condition, Hypertension, Arterial Disease, Kidney Disease, Malignant Diseases (Cancer), Lung and/or Respiratory Disease (including Asthma where in-patient hospital treatment has been received), or had a Stroke
- vi. has been diagnosed as suffering from any form of psychological or psychiatric disorder, eating disorder, mental instability, anxiety, stress or depression before applying for insurance.

If **You** have answered '**Yes**' to any of the above questions **We** may be able to offer some cover and may be able to cover **Your** health condition, although an increased premium may be required.

IMPORTANT:-

You will only need to contact the Referral Helpline if **You** are **18** years of age and over travelling anywhere or if **You** are under **18** travelling outside Europe. Persons under **18** do not need to make a declaration if travelling in the **United Kingdom** or within Europe.

Material facts – anything concerning the health of a **Relative** or **Close Business Associate** who is not insured on this policy but may make it necessary for **You** to cancel or **Curtail** must be advised to the Referral Helpline as soon as possible so **We** can advise **You** if **We** are able to insure the additional risk and any terms **We** may require.

Change Of Risk:- If **Your** health or **Your** ongoing medication changes (irrespective of age or destination), or that of any person on whom **Your Trip** depends, after the date of issue of this insurance and before the commencement of the **Trip** **You** must advise **Our** Referral Helpline as soon as possible. **We** will advise **You** what cover **We** are able to provide after the date of diagnosis. **We** reserve the right to charge an additional premium, increase the excess, exclude the condition or withdraw cover if the condition declared makes this necessary.

To enable **Us** to consider **Your** health condition or that of a **Relative** or **Close Business Associate** please contact the Referral Helpline quoting **SkiBound** on **0845 1300 198**. This will be charged as a local call from wherever **You** are calling in the **United Kingdom**. All calls will be treated in the strictest confidence.

Cover for these conditions will only be provided following **Our** acceptance in writing. Unless reported and agreed by the Referral Helpline in writing the above conditions will be excluded and **Your** failure to disclose any **Material Facts** may mean that **Your** policy will not cover **You** and it may invalidate it altogether.

You need to keep copies of all letters **We** send **You** for future reference.

We reserve the right to charge an increased premium, decline, withdraw, increase the policy excess, cancel or restrict cover for any person where the facts disclosed are considered unacceptable to **Us**.

Should **We** require any additional premium, and **You** accept **Our** offer, this should be paid to Fogg Travel either by credit card or cheque, made payable to Fogg Travel, and sent within **14** days of receipt. Should **You** decide not to pay the additional premium the declared health condition will not be covered. Full confirmation of **Our** terms and conditions will be sent out to **Your** address after **Your** call. Any additional health conditions not declared to **Us** will not be covered.

PLEASE NOTE:- **You** are responsible for all costs incurred in reporting **Your** medical condition to **Us**.

WHAT TO DO IF YOU WISH TO MAKE A CLAIM

You can obtain a claim form online (other than for Legal Expenses) at:-

www.foggtravelinsurance.com

or email to:- claims@foggtravelinsurance.com

or alternatively if **You** do not have internet access **You** can contact:

Fogg Travel Insurance Services Limited

Crow Hill Drive, Mansfield, Notts, NG19 7AE on telephone: **01623 631331**

quoting **SkiBound** and advising the section under which **You** wish to claim.

When returning the claim form please enclose this insurance policy together with the tour operator's confirmation of booking invoice and if the claim is for cancellation, the tour operator's cancellation invoice.

For **Legal Expenses** claims or enquiries **You** must notify within **180** days of the event giving rise to **Your** claim to:-

DAS Legal Expenses Insurance Company Limited,

DAS House, Quay Side, Temple Back, BS1 6NH Tel **0117 934 2111**

EXTENSION OF COVER

1. In the event of **Your** death, injury or illness or that of anyone travelling with **You**, and **You** are unable to complete the **Trip** before the expiry of this policy the cover will be automatically extended without additional premium for the additional days necessary for **You** to complete the **Trip**.

2. In the event of delay to any vehicle, vessel or aircraft in which **You** are travelling as a ticket holder and unable to complete the **Trip** before the expiry of this policy the cover will be automatically extended without additional premium for up to **14** days for **You** to complete the **Trip**.

DEFINITION OF WORDS

The following words or expressions carry the meaning shown below whenever they appear in bold print within the wording of the policy.

ADVANCE BOOKING Any booking made at least **24** hours prior to the scheduled departure time shown in **Your** ticket or booking confirmation invoice.

APPOINTED REPRESENTATIVE The **Preferred Law Firm**, law firm, accountant or other suitably qualified person DAS will appoint to act on behalf of the **Insured Person**.

ASSURED Being the school, college, university or other group named on the **SkiBound** confirmation of booking invoice.

CLOSE BUSINESS ASSOCIATE **Your** associate in the same employment as **You** whose absence from work necessitates **You** having to cancel or **Curtail Your Trip** as certified by **Your** Senior Director or Partner.

COSTS AND EXPENSES

(a) all reasonable and necessary costs chargeable by the **Appointed Representative** and agreed by DAS in accordance with the **DAS Standard Terms of Appointment**.

(b) the costs incurred by opponents in civil cases if the **Insured Person** has been ordered to pay them, or the **Insured Person** pays them with DAS' agreement.

CURTAIL/CURTAILMENT means abandonment of the planned **Trip** by return to the **United Kingdom** after commencement of the **Outward Journey** or where **You** have been confined to hospital for the rest of **Your Trip** because of injury or illness. The amount payable will be the unused proportion of **Your** irrecoverable pre-paid charges calculated from the date of **Your** return to the **United Kingdom**.

All **Curtailment** claims will need authorisation from **Fogg Medi-Insure** or **Us** in advance.

CYBER-TERRORISM The use of disruptive activities, or the threat thereof, against computers and/or networks, with the intention to cause real-world harm or severe disruption of infrastructure.

DAS STANDARD TERMS OF APPOINTMENT The terms and conditions (including the amount DAS will pay to an **Appointed Representative**) that apply to the relevant type of claim, which could include a conditional fee agreement (no win, no fee).

DATE OF OCCURRENCE The date of the event that 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 the **Insured Person** first became aware of it).

EMERGENCY FUNDS - means bank and currency notes, cash and traveller's cheques held by a party leader only for use in case of emergency.

EXCESS The amount of money **You** will have to pay to contribute towards the cost of each claim under the policy, after the application of the policy limits.

GEOGRAPHICAL AREA The area or country to which **You** are booked to travel and for which the appropriate premium has been paid, and will involve **Your** return to the **United Kingdom** within the booked **Trip** period.

HAZARDOUS ACTIVITY - means any pursuit or activity where it is recognised there is an increased risk of serious injury or can be reasonably expected to aggravate any existing infirmity. The following activities are examples of **Hazardous Activity** and are not covered by this insurance: mountaineering (requiring the use of ropes and/or guides), pot-holing, racing (other than on foot), including any form of ski racing, competition or training therefore, ski jumping, ski flying, ski acrobatics, stunting, bob sleighing or skeletoning, heliskiing (unless the helicopter lands at a designated site to allow **You** to disembark), scuba diving below **9** metres, parachuting, gliding, canyoning, go-karting, hot-air ballooning, rugby, football, any other activity that requires skill and involves increased risk of injury, except where these form part of a published activity provided by **SkiBound**. If **You** are taking part in any sport not listed above please contact **Us** if **You** are in any doubt with full details of the activity for **Our** consideration.

HOME - means **Your** normal place of residence in the **United Kingdom**.

HOME COUNTRY – means both the country **You** live in within the **United Kingdom** and **Your** country of nationality.

INSURED INCIDENT A specific or sudden accident that causes death or bodily injury to the **Insured Person**.

LEGAL EXPENSES INSURER means DAS Legal Expenses Insurance Company Limited.

MANUAL LABOUR – means work involving the lifting or carrying of heavy items, work at a higher level than two storeys or any form of work underground.

MATERIAL FACT – a piece of important information that would increase the likelihood of a claim under **Your** policy.

ORGANISER - the person on behalf of the school, college, university or other group who is acting as party leader or other principal person of the whole group booking and is included in the tour operator booking, and without whom the **Trip** would not be able to take place or to continue to normal completion.

OUTWARD JOURNEY The initial journey by coach, train, aircraft or watercraft undertaken in conjunction with the **Trip** in respect of the **Outward Journey** from **Your Home** in the **United Kingdom**.

PAIR OR SET - means two or more items of **Personal Baggage** that are complementary or used or worn together.

PERIOD OF INSURANCE Cancellation cover commences from the date the **Trip** booking was made and after the policy was issued and expires upon commencement of the **Outward Journey** other than as provided for under **Section D1(ii)** Cancellation Compensation.

The remaining covers commences at the beginning of the direct **Outward Journey** as shown on **Your** booking confirmation invoice and end upon completion of the direct **Return Journey** but in any event not exceeding the period of cover for which the premium has been paid.

PERSONAL MONEY - means bank and currency notes, cash, cheques, postal and money orders, current postage stamps, travellers' cheques, coupons or vouchers that have a monetary value and travel tickets, lift passes, passports, all of which are for **Your** private use.

PERSONAL BAGGAGE - means each of **Your** suitcases and containers of a similar nature and their contents and articles **You** are wearing or carrying including **Your Valuables** (as defined below).

PRE-EXISTING MEDICAL CONDITION - means any serious or re-occurring medical condition which has been previously diagnosed, investigated or treated in any way, at any time prior to travel, even if this condition is currently considered to be stable and under control.

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

PUBLIC TRANSPORT - means buses, coaches, internal flights or trains that run to a published scheduled timetable.

REASONABLE PROSPECTS For civil cases, the prospects that the **Insured Person** will recover losses or damages (or obtain any other legal remedy that **DAS** 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%**. **DAS**, or a **Preferred Law Firm** on **DAS** behalf, will assess whether there are **Reasonable Prospects**.

RELATIVE Mother, father, step-mother or step-father, wife, husband, spouse or common law partner of over six months, son, daughter, legally adopted son or daughter, step-son or step-daughter, brother, sister, step-brother, step-sister, grandmother, grandfather, grandchild, parent-in-law, legal guardian, or son or daughter-in-law or fiancé(e).

RETURN JOURNEY The initial journey by coach, train, aircraft or watercraft undertaken in conjunction with the **Trip** in respect of the **Return Journey** to **Your Home** in the **United Kingdom**.

SKI EQUIPMENT Skis, snowboards, sticks, bindings, boots.

SKI PACK - means ski school, lift passes and **Ski Equipment** hire.

STUDENT MONEY - means bank and currency notes, cash and traveller's cheques held by a party leader on behalf of a student.

TERRORIST ACTION The actual or threatened:-

1. use of force or violence against persons or property, or
2. commission of an act dangerous to human life or property, or
3. commission of an act that interferes with or disrupts an electronic or communications system

undertaken by any person or group, whether or not acting on behalf of or in connection with any organisation, government, power, authority or military force, when any of the following applies:-

- (a) the apparent intent or effect is to intimidate or coerce a government or business, or to disrupt any segment of the economy;
- (b) the apparent intent or effect is to cause alarm, fright, fear of danger or apprehension of public safety in one or more distinct segments of the general public, or to intimidate or coerce one or more such segments;
- (c) the reasonably apparent intent or effect is to further political, ideological, religious or cultural objectives, or to express support for (or opposition to) a philosophy, ideology, religion or culture.

TRAVEL DOCUMENTS - means current passports, valid visas, travel tickets, European Health Insurance Card (EHIC) and reciprocal health form E112.

TRIP - means a holiday or journey that begins when **You** leave **Home** and ends on **Your** return to either (i) **Your Home**, or (ii) a hospital or nursing home in the **United Kingdom** following **Your** repatriation, both during the **Period of Insurance**. Any subsequent holiday or journey that starts after **You** have returned **Home** or to a hospital or nursing home (as described above) is not covered.

UNATTENDED - means left away from **Your** person where **You** are unable to clearly see and are unable to get hold of **Your Personal Baggage**.

UNITED KINGDOM - means England, Wales, Scotland, Northern Ireland, the Channel Islands and the Isle of Man.

VALUABLES - means cameras, photographic equipment, camcorders, video, satellite navigation equipment, television and telecommunications equipment, radios, cassette players, CD players, Ipods, MP3 players, audio equipment, laptops, mac or web books, personal computers, computer games machines, spectacles, prescription sun glasses, binoculars, telescopes, antiques, jewellery, watches, furs, precious or semi-precious stones, articles made of or containing gold silver or other precious metals, films, tapes, cassettes, cartridges, discs or Compact Discs.

WE/OUR/US Europäische Reiseversicherung AG, Munich, Germany (ETI).

YOU/YOUR/INSURED PERSON/ASSURED Any person named on the **SkiBound** confirmation of booking invoice for the holiday who is eligible to be insured and for whom premium has been paid and in respect of a school, college or university or other group those persons named on the list provided by the **Assured** to the tour operator.

GENERAL EXCLUSIONS APPLICABLE TO THIS INSURANCE POLICY

We shall not be liable for any claim caused by:-

1. (a) war, invasion, acts of foreign enemies, hostilities (whether war be declared or not) civil war or any act condition or warlike operation incident to war
(b) warlike action by a regular or irregular military force or civilian agents, or any action taken by any government, sovereign or other authority to hinder or defend against an actual or expected attack

(c) insurrection, rebellion, revolution, attempt to usurp power, or popular uprising, or any action taken by government or martial authority in hindering or defending against any of these

(d) discharge, explosion, or use of a weapon of mass destruction whether or not employing nuclear fission or fusion, or chemical, biological, radioactive or similar agents, by any party at any time for any reason

(e) **Terrorist Action** or any action taken by anyone to prevent real or perceived imminent **Terrorist Action** or to address ongoing **Terrorist Action**.

(f) **Cyber-terrorism**.

2. any **Pre-existing Medical Condition** or health condition that has been diagnosed, been in existence or for which **You** have received treatment from a hospital or specialist consultant during the last **2** years or for which **You** are awaiting or receiving treatment or under investigation unless **We** have agreed cover in writing and any additional premium has been paid.
3. if **You** have not complied with the **Pre-existing Medical Condition** section of this policy unless **We** have agreed cover in writing and any additional premium has been paid.
4. any payments made or charges levied after the date of diagnosis of any change in **Your** health or medication after the policy was bought unless this has been advised to **Us** and any revised terms or conditions have been confirmed in writing.
5. cancellation or **Curtailed** of **Your Trip** due to a health condition of a person travelling **You** with and included on **Your** booking or of a **Relative** or **Close Business Associate** not travelling with **You**, where the risk attaching to that health condition has not been accepted by **Us** in writing.
6. any claim arising from a **Material Fact** known by **You** at the time of buying this policy or which occurs between booking and travel unless it has been disclosed to **Us** and **We** have agreed in writing any terms applicable.
7. loss of any kind other than as specified in this policy.
8. damage to, or loss or destruction of any property or any loss or expense whatsoever arising from, or any loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to, by or arising from:-
 - (a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.
9. loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
10. claims arising from flying or aerial activity of any kind (other than as a fare paying passenger in a fully licensed passenger carrying aircraft).
11. claims arising directly or indirectly from **Your** wilful, malicious or unlawful act.
12. any claim or expense arising directly or indirectly from the failure of any computer equipment, integrated circuits, computer chips or computer software to correctly recognise the change to any date change.
13. **Manual Labour**.
14. **You** travelling against the advice or recommendations published by the Foreign and Commonwealth Office and applicable at the time of **Your** departure.
15. air travel within **24** hours of scuba diving.
16. any loss due to currency exchanges of any and every description.
17. **Your** carrier's refusal to allow **You** to travel for whatever reason.
18. any **Trip** of more than **31** days duration where **You** are aged **65** and under **75** at the date of departure.
19. **You** if **You** are aged **75** or over.
20. the delay or cancellation of flights on the order or recommendation of any civil authority, or at the initiative of the airline, due to atmospheric volcanic ash.

CONDITIONS APPLICABLE TO THIS INSURANCE POLICY

1. **YOUR DUTY:-**

(a) **You** are not aware of any circumstances known at the time **You** purchase this insurance which are likely to cause cancellation or **Curtailed** of **Your Trip**. This includes any existing illness or injury of any **Relative** which if this illness or injury continued or deteriorated would mean **You** would have to cancel or **Curtailed** **Your Trip**.

(b) **You** must tell **Us** all **Material Facts** which are likely to influence **Us** in the assessment or acceptance of **Your** insurance. If **You** have any doubt about what **You** need to tell **Us** please contact the intermediary who arranged this insurance for **You** or **Us**.

(c) **You** must at all times act in a reasonable manner to prevent or minimise a claim.

(d) **You** must check with **Your** doctor on the advisability of making the **Trip** if **You** have any existing medical condition, taking into account **Your** chosen destination, the climatic conditions, the stability of **Your** condition, the effect of any additional drugs or vaccines necessary and the standard of the medical services available. Cover will not be given if travel is against the advice of **Your** doctor.

(e) **You** are not travelling specifically to receive medical treatment during **Your Trip** or in the knowledge that **You** are likely to need treatment.

(f) not requiring insurance for any health condition where a terminal prognosis has been given by a registered doctor before buying this policy.

(g) not requiring insurance for any health condition that is being investigated or for which **You** are awaiting or receiving treatment in hospital at the time of buying this policy.

(h) obtaining any recommended vaccines, inoculations or medications prior to **Your Trip**.

2. **CHANGE IN RISK** **You** will immediately advise **Us** of any changed circumstance which become apparent after the date of issue of this insurance and before the commencement of the **Trip** which **You** could reasonably foresee as likely to give rise to a claim under this insurance. **We** reserve the right to alter the terms of this insurance in the light of such changed circumstances. **We** will, subject to the terms, conditions and exclusions of this insurance, indemnify **You** under **Section A** in respect of holiday deposits or charges which **You** have necessarily incurred up to the date of advice to **Us** of such changed circumstances.

3. **CLAIMS -YOUR DUTIES:-**

(a) **You** will advise **Us** of any occurrence which may give rise to a claim under this insurance in writing as soon as is reasonably possible after the date of such occurrence and shall supply to **Us** all such accounts and other documents as **We** may reasonably require.

(b) **You** will give **Us** notice in writing immediately **You** or **Your** legal representatives have knowledge of any impending prosecution, inquest or fatal inquiry in connection with any occurrence for which there may be liability under **Section I** of this policy.

(c) **You** must inform the Police of all loss or theft of property within **24** hours of discovery and obtain a copy of the Police report in support of any claim under **Sections G** and **H** of this policy.

(d) If **Personal Baggage** or **Ski Equipment** is lost or damaged whilst in the custody of a carrier (i.e. airline, railway, shipping company, bus company, etc.), **You** must notify such carrier immediately and obtain a copy of their report and retain **Your** tickets and luggage tags.

- (e) **You** will provide full details of any House Contents and All Risks insurance policies **You** may have.
- (f) **You** will comply with the carrier's conditions of carriage.
- (g) **You** will not abandon any property to **Us** or Fogg Travel.
- (h) **You** will produce **Your** booking confirmation invoice confirming **You** are insured before a claim is admitted.
- (i) **You** will provide all necessary information and assistance **We** may require at **Your** own expense (including where necessary medical certification and details of **Your** National Health number or equivalent and Private Medical Insurance).
- (j) not admitting liability for any event or offering to make any payment without **Our** prior written consent.

4. CLAIMS - OUR RIGHTS:-

- (a) No admission, offer, promise, payment or indemnity will be made or given by **You** or on **Your** behalf without **Our** written consent.
 - (b) **We** will be entitled to take over and conduct in **Your** name the defence or settlement of any claim or to prosecute in **Your** name to **Our** own benefit in respect of any claim for indemnity or damages or otherwise, and will have full discretion in the conduct of any proceedings or in the settlement of any claim, and **You** will give all such information and assistance as **We** may require.
 - (c) In case of illness or injury **We** may approach any doctor who may have treated **You** during the period of three years prior to the claim, and **We** may at **Our** own expense and upon reasonable notice to **You** or **Your** legal personal representative, arrange for **You** to be medically examined as often as required, or in the event of death have a post mortem examination of **Your** body.
 - (d) **You** will supply at **Your** expense a doctor's certificate in the form required by **Us** in support of any claim under **Sections A, B or C** of this policy.
 - (e) Subrogate against the responsible party and take proceedings in **Your** name but at **Our** expense to recover for **Our** benefit the amount of any payment made under the policy.
 - (f) Refuse to give **You** any refund of **Your** premium or transfer the premium, unless **You** cancel this insurance within **14** days of the date of purchase but before commencing any journey and provided that no claim has been made.
5. **FRAUD** If any person makes any misrepresentation or concealment in obtaining this insurance or in support of any claim this insurance will be void.
6. **OTHER INSURANCES** Under **Sections A, B, D, E, G, H, I, J** and **K** **We** will not be liable in respect of any one claim where the event leading to the claim is insured by any other existing policy or policies, except in respect of any amount beyond that which is payable under such other policy or policies.
7. **ARBITRATION** If any difference shall arise as to the amount to be paid under **Sections A, B, D or G** of this policy (liability otherwise being admitted), such difference shall be referred to arbitration under the Arbitration Acts for the time being in force. The making of an Award in such a case shall be a condition precedent to any right of action against **Us**.
8. **PRECEDENTS TO LIABILITY** The due observance and fulfilment of the terms, provisions, conditions and endorsements of this insurance in so far as they relate to anything to be done or complied with by **You** will be a condition precedent to **Our** liability to make any payment.
9. **JURISDICTION** The parties are free to choose the Law applicable to this Insurance Contract. Unless specifically agreed to the contrary, this insurance will be subject to English Law.

SECTION A - CANCELLATION OR CURTAILMENT

What is covered:-

1. **We** will indemnify **You** against all travel or accommodation deposits or charges which **You** have paid or contracted to pay before the **Trip** departure date and cannot recover in respect of any part of the holiday which **You** are necessarily required to cancel or **Curtail** up to **£3,000** less Insurance Premiums as the direct result of one of the following changes in circumstances which is beyond **Your** control, and of which **You** were unaware at the time **You** booked the **Trip** or purchased insurance (whichever the later):-
 - i. **Your** unforeseen accidental bodily injury or illness or death, or that of a **Relative** or friend with whom **You** have arranged to travel or stay, or of **Your Relative** or a **Close Business Associate**
 - ii. **You** or any person with whom **You** have arranged to travel or stay being subject to compulsory quarantine or being summoned for Jury Service or as a witness in a Court of Law during the period of the **Trip**
 - iii. **Your** redundancy (qualifying **You** to claim for payment under current Redundancy Payment Legislation) or that of any person with whom **You** intend to travel, and shall include **Your** parent(s) if **You** are travelling with a group and are in full time education, provided that such notice of redundancy is advised to **Us** within **14** days of its announcement
 - iv. **Your** private dwelling becoming uninhabitable following fire, storm or flood, or **Your** presence being required by the Police following burglary at such private dwelling occurring at any time after **We** have accepted this insurance
 - v. A government directive prohibiting all travel to, or recommending evacuation from the country or area **You** were planning to visit or were staying, as a result of natural disasters (such as earthquakes, fires, floods, hurricanes, tornadoes) or epidemic(s)
 - vi. cancellation of scheduled **Public Transport** consequent upon hi-jack occurring during the **Period of Insurance**
 - vii. reasonable additional travelling expenses incurred by **You** in returning to **Your Home** in the **United Kingdom**, where such return is urgently necessitated by the death serious illness or severe injury of **Your Relative** or a **Close Business Associate** where such **Relative** or **Close Business Associate** is resident in the **United Kingdom**
 - viii. the **Trip** being interrupted because **You** have been confined to hospital for the rest of **Your Trip** because of injury or illness
- PROVIDED THAT:-** If a **Trip** is curtailed through **Your** accident or illness, a doctor at the resort or the nearest town must confirm that such **Curtailment** is necessary. All **Curtailment** claims must be authorised in advance by the **24 Hour Medical Emergency Service** detailed under **Section B** or by **Us**. **We** will only pay for the unused proportion of travel or accommodation deposits or charges which **You** have paid or contracted to pay and cannot recover in respect of any part of the holiday which **You** are necessarily required to **Curtail** and includes any reasonable additional travel and accommodation expenses that **You** have paid or agreed to pay to get **You Home**. **You** must notify the tour operator immediately **You** know the **Trip** is to be cancelled, to minimise the loss as far as possible.

2. **We** will indemnify **You** against all travel or accommodation deposits or charges which **You** have paid or contracted to pay before the **Trip** departure date, and cannot recover in respect of any part of the holiday by the school, college, university or other group following the necessary cancellation or **Curtailment** of the whole school, college, university or other group booking as agreed by Fogg Travel, after this insurance was bought due to the death, injury or illness of the **Organiser** up to **£3,000** per each Insured Person less Insurance Premiums **PROVIDED THAT:-** Such **Organiser** cannot reasonably be replaced and that any such cancellation or **Curtailment** of the whole school, college, university, or other group booking is agreed by Fogg Travel prior to cancellation with the tour operator or prior to cutting short **Your Trip**.

We will only pay for the unused proportion of travel or accommodation deposits or charges which **You** have paid or contracted to pay and cannot recover in respect of any part of the holiday which **You** are necessarily required to **Curtail** and includes any reasonable additional travel and accommodation expenses that **You** have paid or agreed to pay to get **You Home**. Any additional costs must be agreed by Fogg Travel.

You must notify the tour operator immediately **You** know the **Trip** is to be cancelled, to minimise the loss as far as possible.

What is not covered:-

1. Any expense following **Your** disinclination to travel or to continue with **Your Trip** or loss of enjoyment of **Your** holiday.
2. Any expense arising from circumstances which could reasonably have been anticipated at the time **You** booked **Your** holiday.
3. Any costs in respect of any unused pre-paid travel costs when **We** have paid to repatriate **You** under **Section B - Emergency Medical Expenses** section.
4. Any expense or part expense made using frequent flyer vouchers, Air Miles vouchers or other vouchers that have no financial face value.
5. Any expense where **You** have not suffered any financial loss.
6. Any psychological or psychiatric disorder, eating disorder, mental instability, anxiety, stress or depression diagnosed before **You** apply for insurance.
7.
 - i. **Your** failure to obtain the required passport, visa or ESTA
 - ii. the operation of law
 - iii. the failure of any transport or accommodation provider, their agent or anybody who is acting as **Your** agent or **Your** conference organiser
 - iv. breakdown or theft of **Your** motor vehicle
 - v. financial circumstances or unemployment except when it is due to Redundancy that **You** received after obtaining this Insurance
 - vi. the cancellation of **Your Trip** by the tour operator
 - vii. weather conditions
 - viii. death of any pets or animals
 - ix. accident or mechanical failure of **Your** motor vehicle prior to **Your** departure
 - x. **Your** abuse or prior abuse of solvents, drugs or alcohol
 - xi. prohibitive regulations by the Government of any country, or delay or amendment of the booked **Trip** due to Government action
 - xii. any cancellation or **Curtailment** caused by work commitment or amendment of **Your** holiday entitlement by **Your** employer.
8. No payment will be made without appropriate medical certification.
9. The cost of the Insurance Premium.
10. Any **Excess** shown in the Summary of Cover.
11. Cancellation or **Curtailment** due to death, injury or illness of the **Organiser** caused by any **Pre-existing Medical Condition** that has been diagnosed, been in existence or for which the **Organiser** has received treatment from a hospital or specialist consultant during the last **2** years or for which the **Organiser** is awaiting or receiving treatment or under investigation unless **We** have agreed cover in writing and any additional premium has been paid.
12. Cancellation or **Curtailment** of the booking for the whole school, college, university or other group that has not been notified to Fogg Travel and agreed by **Us** prior to cancellation with the tour operator.
13. Cancellation or **Curtailment** of the booking for the whole school, college, university or other group where a replacement **Organiser** is and/or can be provided.
14. Cancellation or **Curtailment** of the booking for the whole school, college, university or other group due to the disinclination to travel by the **Organiser** and/or replacement **Organiser**.
15. Any claim that is not for a school, college, university or other group.
16. Claims arising from:-
 - (a) **Your** intentional self-injury, suicide or attempted suicide or wilful exposure to needless risk (except in the attempt to save a human life).
 - (b) the influence of intoxicating liquor or of a drug or drugs (unless prescribed by a Registered Medical Practitioner) or substance or solvent abuse, venereal disease.
 - (c)
 - i. driving or being a passenger of a motor cycle, motor scooter or mechanically assisted cycle exceeding **125cc** in engine capacity during the period of the **Trip** and/or
 - ii. motorcycling as either driver or a passenger unless the person driving holds a current valid full motorcycle license permitting them to drive such motorcycle, motor scooter or mechanically assisted cycle.
 - (d) **You** travelling in an aircraft (other than as a passenger in a fully licensed passenger carrying aircraft and for no other purpose).
 - (e) **Your** participation in a **Hazardous Activity** except where forming part of the published tour operator programme.
 - (f) **Your** normal pregnancy, without any accompanying bodily injury, illness, disease or complication except where specifically covered under the cancellation or **Curtailment** section of this policy. This section provides cover for unforeseen events, accidents, illnesses, diseases and normal childbirth would not constitute an unforeseen event except as specifically described.

What you need to do if you wish to make a claim:-

1. notify the travel agent/tour operator immediately, by telephone and in writing, that **You** need to cancel and obtain a cancellation invoice.
2. obtain a claim form from Fogg Travel either by internet or telephone and if **You** cancel the **Trip** for medical reasons get **Your**/the patient's registered doctor to complete the medical certificate attached to the claim form. If the **Trip** is cut short for medical reasons obtain a medical certificate from the treating Medical Practitioner in the locality where the incident occurred.
3. obtain authorisation from the **24 hour Medical Emergency Service** or from **Us** before incurring any expenses in cutting short **Your Trip**.
4. keep receipts or account for all expenses incurred.
5. notify Fogg Travel immediately, by telephone and in writing, that **You** need to cancel or **Curtail** the whole school, college, university or other group booking to obtain prior agreement.
6. provide, together with the medical certificate attached to the claim form, written confirmation from the Head Teacher, Bursar of the school or college or university or other group that no alternative organiser can be provided.

SECTION B – EMERGENCY MEDICAL EXPENSES

What is covered:-

If **You** sustain bodily injury or suffer illness outside the **United Kingdom** **We** will indemnify **You** up to the amount of **£5,000,000** against the following expenses which **You** necessarily incur outside the **United Kingdom**:-

- Emergency medical expenses including hospital charges, in-patient treatment authorised by **Us**, and ambulance charges for conveyance to hospital.
- Emergency dental treatment is included up to **£250** only for the alleviation of sudden pain, and does not apply to the provision of dentures, artificial teeth or work involving the use of precious material.
- Reasonable additional travelling expenses in returning to **Your Home** in the **United Kingdom** and reasonable additional accommodation expenses beyond the number of days booked including in the event of serious injury or illness for which a claim is admissible under(1):-
 - such expenses of one **Relative** or friend required on medical advice and authorised by **Us** or **Our 24 Hour Medical Emergency Service** to remain with or to travel to **You**, and
 - the expenses of a qualified medical attendant required on medical advice to escort **You Home**.
- Cost of returning **Your** body or ashes to **Your Home** in the **United Kingdom** or burial abroad in the country where death occurs up to **£2,500**.
- We** will pay **You** **£40** per each full day for the loss of use of **Your** unused pre-booked **Ski Pack**, which **You** cannot recover, if during the period of **Your Trip** **You** are necessarily prevented from skiing for more than **24** hours following **Your** bodily injury or illness sustained during the period of **Your Trip** up to a maximum of **£280**.

PROVIDED THAT:- **You** must submit to **Us** a medical certificate from a qualified Medical Practitioner in the resort area in support of **Your** claim.

- If **You** sustain bodily injury or suffer illness outside the **United Kingdom** during the **Period of Insurance** resulting in admission to a hospital overseas as an in-patient, **We** will pay **You** a benefit of **£10** per complete **24** hours which **You** are hospitalised up to a maximum of **£200** payable to the **Organiser** or other authorised party leader or **Your** parent only for reasonable taxi fares incurred to visit **You** in hospital or other reasonable items purchased for **Your** stay in hospital.

What is not covered:-

- Expenses which **You** incur in **Your Home Country**.
- Any in-patient or additional travel expenses or any costs in excess of **£500** not specifically authorised by **Us** or **Our 24 Hour Medical Emergency Service**.
- Any claims that are not confirmed as medically necessary by the attending doctor or the **24 Hour Medical Emergency Service**.
- Any expense which **You** incur more than twelve months after the occurrence of the injury or illness to which the claim refers.
- Any expense which is not usual, reasonable or customary for the medical services to supply.
- Any expense for non-essential or on going treatment or where treatment can be reasonably delayed until **Your** return to the **United Kingdom** or for any form of cardiac or organ transplant surgery or any form of cosmetic surgery unless authorised by **Us** in advance of being performed or for the cost of a single bed/ward unless authorised by the **24 Hour Medical Emergency Service** detailed below for medical reasons only or for the service of a chiropractor, chiroprapist or osteopath or for non-medical costs.
- The cost of replenishing supplies of any medication **You** were using at the start of the **Trip**, or further treatment for any condition **You** had at the start of **Your Trip**.
- The cost of taxi fares for anyone other than the patient, telephone calls, faxes or any expenses for food or drink.
- Repairs to or for the provision of dentures, artificial limbs or hearing aids.
- Any dental work involving the use of precious metals.
- Any costs for treatment, including exploratory tests, that has no relationship with the illness or injury on which the claim is being made.
- Your** burial or cremation in **Your Home Country**.
- More than **£280** for unused **Ski Pack** following **Your** injury or illness which prevents **You** from participating in skiing activities.
- Any unused **Ski Pack** claim that does not follow a claim under the Emergency Medical Expenses section of the policy or the **Curtailment** section of the policy.
- Any unused **Ski Pack** for the day the injury or illness was first medically certified.
- No payment will be made without appropriate medical certification.
- Any **Excess** shown in the Summary of Cover.
- Any claims arising from:-
 - Your** intentional self-injury, suicide or attempted suicide or wilful exposure to needless risk (except in the attempt to save a human life)
 - the influence of intoxicating liquor or of a drug or drugs (unless prescribed by a Registered Medical Practitioner) or substance or solvent abuse, venereal disease
 - psychological or psychiatric disorder, eating disorder, mental instability, anxiety, stress or depression diagnosed before **You** apply for insurance
 - i. driving or being a passenger of a motor cycle, motor scooter or mechanically assisted cycle exceeding **125cc** in engine capacity during the period of the **Trip** and/or
 - ii. motorcycling as either driver or a passenger unless the person driving holds a current valid full motorcycle license permitting them to drive such motorcycle, motor scooter or mechanically assisted cycle
 - You** travelling in an aircraft (other than as a passenger in a fully licensed passenger carrying aircraft and for no other purpose)
 - Your** participation in a **Hazardous Activity** except where forming part of the published tour operator programme
 - Your** normal pregnancy, without any accompanying bodily injury, illness, disease or complication except where specifically covered under the Emergency Medical Expenses section of this policy. This section provides cover for unforeseen events, accidents, illnesses, diseases and normal childbirth would not constitute an unforeseen event except as specifically described.

WHAT TO DO IN THE EVENT OF A SERIOUS MEDICAL EMERGENCY

YOU WILL FIND ON THE FRONT OF THIS POLICY FULL DETAILS OF YOUR 24 HOUR MEDICAL EMERGENCY SERVICE. IN THE EVENT OF A SERIOUS MEDICAL SITUATION WHILST ON HOLIDAY YOU MUST PHONE THE 24 HOUR SERVICE ON THE TELEPHONE NUMBERS PROVIDED.

What you need to do if you wish to make a claim:-

- for emergency medical assistance please see **24 hour Emergency Service** section.
- for non-emergency cases, visits to doctors, hospital outpatients, or pharmacy costs **You** incur **You** must keep all receipts accounts and medical certificates.
- production of **Your** Fogg Travel MEDI-INSURE CARD in **Europe** will mean that any rescue, transport or medical service subscribing to the scheme will make no charge to **You** for their service but will bill Fogg Travel direct - the policy excess is, however, payable to the doctor at the time of treatment. In the event of difficulty **You** should contact the emergency medical assistance service immediately. **You** will be given a form by the medical/rescue service whenever the Fogg Travel MEDI-INSURE CARD is used - this form should be sent to this form should be sent to the address shown together with any ancillary pharmaceutical bills and the like and policy excess receipt at the end of **Your Trip** to obtain reimbursement of those costs incurred (less the policy excess) where **You** have made payment. Please see **24 hour Emergency Service** section for cases involving more than simple outpatient treatment.
- Ski pack** - **You** must submit a medical certificate from a medical practitioner in **Your** resort area.

SECTION C - PERSONAL ACCIDENT

What is covered:-

If **You** sustain bodily injury caused solely by accidental violent external and visible means, and such bodily injury solely and directly results within twelve months in **Your** death or permanent loss of limb or loss of sight or permanent total disablement, **We** will pay to **You** benefits in accordance with the following items:-

Item	Description	Amount of payment	
		Age 0 to 15 years	Age 16 to 64 years
Item 1	Death	£10,000	£25,000
Item 2 a	Total loss of sight in one or both eyes	£25,000	£25,000
Item 2 b	Loss of Limb:-		
	whole arm or whole hand	£9,000	£9,000
	thumb	£3,000	£3,000
	index finger	£2,250	£2,250
Item 2 c	any other finger	£900	£900
	Loss of Limb:-		
	whole leg or whole foot	£7,500	£7,500
Item 2 d	big toe	£750	£750
	any other toe	£450	£450
	Loss of hearing:-		
Item 3	in both ears	£6,000	£6,000
	in one ear	£1,500	£1,500
Item 3	Permanent Total Disablement after 104 weeks except when compensation is paid under Item 2	£25,000	£25,000

all occurring within **12** months of the event happening.

What is not covered:-

- No compensation will be payable:-
 - under more than one of the items **1**, **2** or **3** and on payment of a claim under any one of these items, all liability under this section will cease in so far as **You** are concerned.
 - any payment when **Your** age is **65** years or over at the time of the incident.
 - without appropriate medical certification.
- Claims arising from:-
 - Your** intentional self-injury, suicide or attempted suicide or wilful exposure to needless risk (except in the attempt to save a human life).
 - the influence of intoxicating liquor or of a drug or drugs (unless prescribed by a Registered Medical Practitioner) or substance or solvent abuse, venereal disease.
 - psychological or psychiatric disorder, eating disorder, mental instability, anxiety, stress or depression diagnosed before **You** apply for insurance.
 - i. driving or being a passenger of a motor cycle, motor scooter or mechanically assisted cycle exceeding **125cc** in engine capacity during the period of the **Trip** and/or
 - ii. motorcycling as either driver or a passenger unless the person driving holds a current valid full motorcycle license permitting them to drive such motorcycle, motor scooter or mechanically assisted cycle.
 - You** travelling in an aircraft (other than as a passenger in a fully licensed passenger carrying aircraft and for no other purpose).
 - Your** participation in a **Hazardous Activity** except where forming part of the published tour operator programme.

PLEASE NOTE:- Where **You** are not in any paid employment or paid occupations, this shall be defined as 'all **Your** usual activities, pastimes and pursuits of any and every kind'.

What you need to do if you wish to make a claim:-

In the event of death **We** will require sight of an original copy of the death certificate, for other claims please write describing the circumstances of the accident and its consequences, and **You** will be advised what further documentation is required.

SECTION D - TRAVEL DELAY AND DELAY CANCELLATION AND MISSED DEPARTURE

What is covered:-

TRAVEL DELAY AND DELAY CANCELLATION

- If as a direct result of the outbreak of strike or industrial dispute, or weather conditions or mechanical breakdown of the coach, train, aircraft or watercraft which has been the subject of **Advance Booking** by **You** occurring after the date of commencement of cover the departure time of the **Outward Journey** or **Return Journey** takes place more than **12** hours after the scheduled departure time appearing on **Your** ticket **We** will indemnify **You** as shown below:-
 - Delay Compensation - An amount of **£20** for the first full **12** hours and **£10** for each subsequent **12** hours up to a maximum of **£100** in all OR
 - Cancellation Compensation - if **You** elect to cancel the **Trip** after a delay exceeding **24** hours as described above **We** will indemnify **You** in respect of recoverable travel or accommodation deposits or charges paid or contracted to be paid under **Section A** OR

MISSED DEPARTURE

- If **You** miss **Your** booked scheduled departure due to **Your** late arrival at the departure airport, port or international coach or rail terminal caused by accident or mechanical breakdown to the conveyance in which **You** are travelling or **Your Public Transport** is delayed or cancelled in the course of **Your** direct journey to the point of international departure immediately prior to commencement of the **Outward Journey** from the **United Kingdom** or **Your** direct **Return Journey** to the point of departure airport, port or international coach or rail terminal immediately prior to commencement of the **Return Journey** to the **United Kingdom**.

We will indemnify **You** up to the limit of **£1,000 (£500** in respect of Area 1) for additional reasonable accommodation and travel charges which **You** necessarily and reasonably incur in the purchase of a ticket for an alternative journey.

PROVIDED THAT:-

1. any payment **We** make in respect of 1i. above will be deducted from any subsequent payment made under 1ii.
 2. in respect of 1. above **You** must check in according to the itinerary provided by the tour operator or carrier, and obtain written confirmation of the delay from such tour operator or carrier.
 3. compensation as described in 1ii. above is only payable in respect of delays on the **Outward Journey** from the **United Kingdom**.
 4. **You** must allow sufficient time for **Your** journey in order to meet the check-in time specified by the transport providers or agent.
 5. **You** must produce independent evidence in writing to support any claim.
 6. **Our** limit of liability under 1ii. will not exceed the amount of **£3,000** less Insurance premiums for **Section A** - Cancellation.
- Payment shall not be made under both this section and **Section E** in respect of the same event.

What is not covered:-

1. Circumstances which could reasonably have been anticipated at the date insurance was effected.
2. Withdrawal from service (temporary or otherwise) of an aircraft or sea vessel or coach or train on the recommendation of the Civil Aviation Authority or a Port Authority or any similar body in any country.
3. Under item 1ii. in respect of any **Excess** shown in the Summary of Cover.
4. The cost of any accommodation, food, drink, telephone calls or faxes.
5. Any compensation when **Your** tour operator has rescheduled **Your** flight itinerary.
6. Any additional costs where the scheduled public transport operator has offered reasonable alternative travel arrangements.
7. Any missed departure claim that is a result of **Your** failure to allow sufficient time for **Your** journey to the departure point to check-in by the time shown on **Your** travel itinerary.
8. Any missed departure claim arising from the failure of **Public Transport** services that is due to a strike or industrial action that started or that had been announced before the date of **Your** departure from **Home**.
9. Any claims arising from internal missed connection flights.
10. Any claim where **You** have not pre-booked, where **You** have a stand-by ticket and do not have confirmed space or that is due to the aircraft being overbooked.
11. Any claim that is due to the failure of any transport or accommodation provider, their agent or anybody who is acting as **Your** agent.
12. Any claim that is due to failure to service the vehicle in accordance with the manufacturers instructions.
13. Additional mechanical wear and tear or depreciation of the vehicle in which **You** are travelling or for mileage charges other than additional fuel and oil.
14. Any travel delay compensation unless **You** have obtained written confirmation from **Your** airline, railway company, shipping line or their handling agents that shows the reason for the delay, the scheduled departure time and the actual departure time of **Your** flight, international train or sailing.
15. Any delayed arrival compensation unless **You** have obtained written confirmation from **Your** airline, railway company, shipping line or their handling agents that shows the reason for the delay, the scheduled arrival time and the actual arrival time of **Your** flight, international train or sailing.
16. Any missed departure claim unless **You** have obtained written confirmation of the delay from the authority in attendance at the accident or breakdown affecting the vehicle in which **You** were travelling.
17. Any missed departure claim unless **You** have obtained written confirmation of the delay from the **Public Transport** provider confirming that the service did not run on time.

What you need to do if you wish to make a claim:-

1. obtain a letter from the airline, railway company or shipping line or their handling agents that shows (a) scheduled departure time, (b) actual departure time, and (c) reason for the delay. **You** are only covered if the delay is more than **12** hours.
2. obtain written confirmation of the delay from the authority that went to the accident or breakdown affecting the vehicle in which **You** were travelling.
3. obtain written confirmation of the delay from the **Public Transport** provider confirming that the service did not run on time.

SECTION E - WEATHER DELAY

What is covered:-

For each **Insured Person** **We** will pay **You** up to **£200** for additional travel and accommodation expenses necessarily and unavoidably incurred due to **You** being prevented from reaching the Departure Airport, Port or International Rail Terminal prior to the Flight, International Train or Sailing leaving or access to and from the ski resort as a result of adverse weather conditions, including avalanches or landslides. This insurance is limited to **£30** for each full period of **24** hours delay up to a maximum of **£90** in all each **Insured Person** for additional travel and accommodation expenses and up to a further **£110** for the cost of flight tickets. Payment shall not be made under both this section and **Section D** in respect of the same event.

SECTION F - PISTE CLOSURE
Only Valid between 15 December and 30 April

What is covered:-

For each **Insured Person** **We** will pay up to **£120** in the event that due to adverse weather (including lack of snow) there is a total closure of skiing facilities in the resort to which **You** have pre-booked to travel (other than facilities for cross country skiing which is excluded from this section) and it is not possible to ski for at least **24** hours. This insurance is limited to the cost of transportation to another resort up to **£15** per day plus up to **£5** per day for alternative lift pass or if no other resorts are available compensation at the rate of **£20** per day for each full day of total closure of such facilities during the period of **Your Trip** at such resort.

What is not covered:-

1. any partial closure of skiing facilities.
2. **Your** inability to ski due to the breakdown of or damage to the ski lift.
3. any compensation where **Your Trip** was booked within **14** days of travel.
4. any claim before **15th** December and after **30th** April.

What you need to do if you wish to make a claim:-

1. obtain a letter from the resort authorities or **Your** tour operator confirming the total closure of the skiing facilities in **Your** resort, and stating (a) the reason for the total closure (b) the date and time of the total closure, and (c) the date and time the skiing facilities re-opened. **You** are only covered if there is total closure of the skiing facilities due to adverse weather.
2. provide written confirmation or receipt(s) for the cost of transfer or purchase of an alternative lift pass if transferred to an alternative ski area.

SECTION G - PERSONAL BAGGAGE

What is covered:-

1. **We** will indemnify **You** up to a total of **£1,500 (£1,000** if **You** are under **18** years of age) for **Your Personal Baggage** to cover the cost of repair of items that are partially damaged or provide a replacement item up to the market value of the item, based on the original purchase price and allowing for age wear and tear, if the items are stolen, totally lost or destroyed during the **Period of Insurance**.
2. **We** will pay up to a total of **£500** for school property (single article limit, **Pair or Set** of articles) taken on the **Trip** during the **Period of Insurance** for which authorised party leaders are responsible and such property is not insured elsewhere.
3. **We** will pay **You** up to **£50** to cover the purchase of *essential* items if **Your Personal Baggage** is misplaced, lost or stolen on **Your Outward Journey** from the **United Kingdom** for over **12** hours from the time **You** arrived at **Your Trip** destination. If **Your Personal Baggage** is not returned to **You** after **24** hours **We** will pay a further sum of up to **£50** for each subsequent **12** hours. **You** must keep all receipts for these items and send them in to **Us** with **Your** claim and any amount paid will be deducted from the final claim settlement if the items are permanently lost.
4. **We** will indemnify **You** up to **£400** for **Your** own **Ski Equipment** or hired **Ski Equipment** for which **You** are responsible to cover the cost of repair of items that are partially damaged or provide a replacement item up to the market value of the item, based on the original purchase price and allowing for age, wear and tear, if the items are stolen, totally lost or destroyed during the **Period of Insurance**.
5. **We** will pay **You** up to **£20** for each full day up to a maximum of **£100** if **Your** own **Ski Equipment** is:-
 - i. misplaced, lost or stolen on **Your Outward Journey** from the **United Kingdom** from the time **You** arrived at **Your Trip** destination for over **12** hours
 - ii. damaged, lost or stolen or destroyed (and not recovered) during **Your Trip** to cover the cost of temporarily hiring **Ski Equipment**. **You** must keep all receipts and send them in **Us** with **Your** claim and any amount paid will be deducted from the final claim settlement if the items are permanently lost.

PROVIDED THAT:-

1. **You** take all reasonable precautions for the safety of the property insured.
2. **You** must take all reasonable steps to recover any lost or stolen article.
3. **Our** liability in respect of **Valuables** is limited to a total amount of **£250**. A camera or camcorder with all accessories, a bracelet or necklace with any attachment and any similar **Pair or Set** of items will be considered as one article.
4. Any claims made in respect of temporary deprivation of **Personal Baggage** and/or **Ski Equipment** will be deducted from any subsequent claim where the property insured proves to be permanently lost. **You** must retain receipts for all replacement purchases and obtain written confirmation from the carrier confirming the delay.
5. **You** must retain all hire receipts, tags and baggage labels and in the event of delay or misdirection in delivery of **Your Ski Equipment**, must obtain a Property Irregularity Report from **Your** airline or other carrier confirming the delay.

What is not covered:-

1. More than **£250** for any one article, **Pair or Set** of any kind, whether they are solely or jointly owned.
2. More than **£250** in total for **Valuables** whether solely or jointly owned.
3. Loss or damage arising from wear and tear, depreciation or deterioration, dents or defacement, any process of cleaning, repairing or restoring, atmospheric or climatic conditions, moth or vermin, mechanical breakdown or derangement.
4. Loss or theft or damage to contact or corneal lenses, sunglasses (unless provided to **You** under prescription), artificial limbs, dentures, hearing aids, samples or merchandise or property used in connection with **Your** business or trade, tobacco products, alcohol products, bonds, coupons, securities, stamps or documents of any kind, vehicles or accessories, antiques, Musical Instruments whilst in the custody of any person other than **You**, pictures, sports equipment whilst in use (other than **Ski Equipment**), boats and/or ancillary equipment including windsurfing equipment and sailboards, caravan awnings, glass, china or any other articles of a brittle or fragile nature and any damage caused by them or their contents.
5. Loss or theft or damage to mobile telephones, SIM cards, mobile telephone prepayment cards, lost or stolen mobile telephone call charges or mobile telephone accessories.
6. Loss or damage to property shipped as freight or under a bill of lading.
7. Loss due to delay, detention, confiscation, requisition or damage by Customs or other Officials or Authorities.
8. Loss or theft unless **You** have reported the loss or theft to the nearest Police authority within **24** hours of discovery and **You** have obtained a written Police Report.
9. Loss, damage or theft of:-
 - i. **Valuables, Ski Equipment** from an **Unattended** vehicle or coach
 - ii. All other **Personal Baggage** insured from an **Unattended** motor vehicle unless the vehicle was securely closed and locked, and such property placed out of sight in the locked boot or in a locked compartment within the vehicle and the vehicle shows all signs of forced entry, but in any event excluding all property insured whilst left in an **Unattended** motor vehicle between **2000** hours and **0800** hours local time or
 - iii. All other **Personal Baggage** insured from an **Unattended** coach unless the coach was securely locked, and such property placed out of sight and the coach shows signs of forced entry.
10. Theft of property (other than skis, ski-boards, ski-sticks) left **Unattended** other than as provided above or whilst in **Your** securely locked holiday accommodation.
11. **We** will not pay:-
 - more than **60%** of the original purchase price for **Ski Equipment** over **6** months old and less than **1** year old.
 - more than **50%** of the original purchase price for **Ski Equipment** over **1** year old and less than **2** years old.
 - more than **40%** of the original purchase price for **Ski Equipment** over **2** years old and less than **3** years old.
 - more than **25%** of the original purchase price for **Ski Equipment** over **3** years old and less than **5** years old.
12. Any **Ski Equipment** more than **5** years old.
13. **Valuables** whilst in a suitcase or holdall or bag or similar receptacle outside **Your** immediate control and/or when left **Unattended**.
14. **Valuables** left **Unattended** except where they are locked in a safe or safety deposit box where these are available or left out of sight in **Your** locked personal holiday or **Trip** accommodation.
15. Claims will not be considered unless substantiated by an original sales receipt or original valuation for any item, **Pair or Set** exceeding **£100**. In respect of **Valuables** claims will not be considered unless an original sales receipt or pre-loss valuation is provided.

16. Any **Excess** shown in the Summary of Cover (the **Excess** does not apply to temporary deprivation of **Ski Equipment** and/or **Personal Baggage**).
17. Loss of, or damage to, property that does not belong to **You** or any member of **Your** family.

What you need to do if you wish to make a claim:-

1. for all loss or damage claims during transit **You** need to (a) retain **Your** tickets and luggage tags, (b) report the loss or damage to the airline, railway company, shipping line, coach company or their handling agents, and obtain a Property Irregularity Report (PIR) form or its equivalent within **24** hours. If, luggage is delayed longer than **12** hours on **Your Outward Journey**, **You** may need to buy some *essential* items. **You** must keep all the receipts to prove **Your** claim.
2. for all damage claims **You** should retain the items in case **We** wish to see them. **You** will need to obtain an estimate for repairs or a letter confirming that the damage is irreparable. **You** should keep receipts or vouchers for any items lost or damaged as these will help to prove **Your** claim.
3. in the case of lost or misplaced **Personal Baggage** on the **Outward Journey**. **You** must produce receipts for the purchase of essential replacement items.
4. for all losses **You** should report to the Police as soon as possible, and within **24** hours of discovery, and obtain a written report and reference number from them. **You** should also report the loss to **Your** tour operator's representative or hotel/apartment manager wherever appropriate.

SECTION H – PERSONAL MONEY

What is covered:-

1. **We** will indemnify **You** for an amount not exceeding **£400 (£250** if **You** are under **18** years of age) in respect of accidental loss or theft of **Personal Money** whilst on **Your** person, or in a safety deposit box within a hotel or bank or in securely locked holiday accommodation.
2. **We** will pay up to **£5,000** for the loss or theft of **Student Money** carried by the **Organiser** or authorised party leader during the **Period of Insurance**.
3. **We** will pay up to **£5,000** in total for the loss or theft of **Emergency Funds** held by the **Organiser** or other authorised party leader during the **Period of Insurance**.
4. If **Your Travel Documents** are lost or stolen outside the **United Kingdom** during the **Period of Insurance** **We** will pay **You** up to **£250** for the reasonable additional travel and accommodation expenses **You** incur abroad to obtain replacement **Travel Documents**.

PROVIDED THAT:-

1. **You** take all reasonable precautions for the safety of the property insured.
2. **You** must take all reasonable steps to recover any lost or stolen **Personal Money**.

What is not covered:-

1. more than **£250 (£150** if **You** are under **18** years of age) in total in cash or currency whether solely or jointly owned.
2. more than **£250** in total for **Your** lost, stolen or damaged or destroyed lift pass.
3. any claim for loss or theft where **You** have not notified the Police, **Your** carrier or tour operator's representative and obtained a written report.
4. loss or theft of **Personal Money**, **Student Money**, **Emergency Funds** or **Travel Documents** that are not:-
 - on **Your** person.
 - held in a safe or safety deposit box where one is available.
 - left out of sight in **Your** locked personal **Trip** accommodation.
5. loss or theft of **Personal Money**, **Student Money**, **Emergency Funds** or **Travel Documents** due to depreciation in value, currency changes or shortage caused by any error or omission.
6. loss or theft of travellers' cheques where the bank provides a replacement service.
7. any financial loss suffered as a result of **Your** debit/credit card being lost or stolen.
8. the cost of the replacement **Travel Documents**.
9. **Your** failure to obtain the required passport, visa or ESTA.
10. any expenses for food or drink following loss of **Your** **Travel Documents**.
11. any costs following loss of **Your** **Travel Documents** incurred before departure or after **You** return **Home**.
12. loss due to delay, detention, confiscation, requisition or damage by Customs or other Officials or Authorities.
13. any **Excess** shown in the Summary of Cover.

What you need to do if you wish to make a claim:-

1. for all losses **You** should report to the Police as soon as possible, and within **24** hours of discovery, and obtain a written report and reference number from them. **You** should also report the loss to **Your** tour operator's representative or hotel/apartment manager wherever appropriate.
2. for lost or stolen **Travel Documents** **You** will also need to get a letter from the Consulate, airline or travel provider where **You** obtained a replacement and keep all the receipts for **Your** travel and accommodation expenses.
3. for loss of money **We** will require (a) confirmation from **Your** UK currency exchange of the issue of foreign currency or travellers' cheques, (b) exchange confirmations for currency changed from travellers' cheques, or, (c) where sterling is involved, documentary evidence of possession.

SECTION I - PERSONAL LIABILITY

What is covered:-

We will indemnify **You** against all sums up to the amount of **£2,000,000** which **You** are legally liable in a personal capacity to pay in respect of accidents happening during the **Period of Insurance** resulting in:-

1. Bodily Injury, death or disease to any person not being a relative of **Yours** or a member of **Your** household or in **Your** service.
2. Damage to property not:-
 - i. belonging to **You** or
 - ii. in the charge of or under the control of **You** or a relative of **Yours** or a member of **Your** household or of a person in **Your** service.

The indemnity provided by this section extends to cover costs and expenses Recoverable by any claimant, provided they were incurred before the date (if any) on which **We** paid or offered to pay either the full amount of the claim or the total amount recoverable in respect of any one occurrence, and also to costs and expenses incurred by **You** with **Our** written consent.

In the event of **Your** death **Your** personal representative will receive the benefit of the cover granted by this section.

What is not covered:-

Claims arising:-

1. directly or indirectly out of the ownership, possession or use (other than as a passenger having no right of control) of aircraft, model aircraft, caravans, trailers, watercraft (other than manually propelled craft), mechanically propelled or motorised vehicles and lifts.
2. directly or indirectly out of the ownership, possession or use of animals or firearms.
3. directly or indirectly out of or incidental to **Your** business, trade or profession or that of any member of **Your** family.
4. out of actions between persons insured.
5. directly or indirectly out of **Your** ownership of any land or buildings.
6. out of any liability assumed under a contract unless such liability would have attached in any event in the absence of such contract.
7. any liability for injury, illness or disease suffered by **You** or any member of **Your** family.
8. any **Excess** shown in the Summary of Cover.
9. any claim for an incident already notified under **Section J**.

What you need to do if you wish to make a claim:-

1. never admit responsibility to anyone and do not agree to pay for any damage, repair costs or compensation.
2. keep notes of any circumstances that may become a claim so these can be supplied to **Us** along with any supporting evidence **We** may require.

SECTION J - ORGANISERS LIABILITY

What is covered:-

We will indemnify **You** up to **£5,000,000**, plus costs agreed between **Us** in writing, for:-

1. any event occurring during the period of this insurance where the **Organiser** is legally liable to pay that relate to an incident caused by the **Organiser** and that results in:-
 - (a) injury, illness or disease of any person
 - (b) loss of or damage to property that does not belong to the **Organiser** and is not in the **Organiser's** charge or control.
2. any liability described in 1. above falling on the Local Education Authority or, in the case of an independent school, the governing body in place of the **Organiser**.

What is not covered:-

1. any **Excess** shown in the Summary of Cover.
2. any liability for loss of or damage to property or injury, illness or disease:-
 - where an indemnity is provided to the **Organiser** under any other insurance.
 - that is for punitive or exemplary damages.
 - that is caused by any deliberate act or omission of the **Organiser**.
 - that is caused by the **Organiser's** employment, profession or business other than as part of **Your** school duties.
 - that is caused by pollution in North America.
 - that is caused by the **Organiser's** ownership, care, custody or control of any animal.
 - that falls on the **Organiser** by agreement and would not have done if such agreement did not exist, any liability for injury, illness or disease suffered by the **Organiser**.
3. compensation or any other costs caused by accidents involving the **Organiser's** ownership, possession or control of any:-
 - land or building or their use either by or on behalf of the **Organiser** other than temporary **Trip** accommodation.
 - mechanically propelled vehicles and any trailers attached to them.
 - aircraft, motorised waterborne craft or sailing vessel.
 - firearms or incendiary devices.
4. any claim for an incident already notified under **Section I**.

What you need to do if you wish to make a claim:-

1. never admit responsibility to anyone and do not agree to pay for any damage, repair costs or compensation.
2. keep notes of any circumstances that may become a claim so these can be supplied to **Us** along with any supporting evidence **We** may require.

SECTION K – LEGAL EXPENSES

Important – Cover under this section is underwritten and administered by DAS Legal Expenses Insurance Company Limited (DAS).

What is covered:-

DAS agrees to provide the insurance described in this section subject to the terms, conditions, exclusions and limitations set out in this section, provided that:-

1. **Reasonable Prospects** exist for the duration of the claim
2. the **Date of Occurrence** of the **Insured Incident** is during the Period of Insurance
3. any legal proceedings will be dealt with by a court, or other body which DAS agree to, within the Geographical Limits, and
4. the **Insured Incident** happens within the Geographical Limits.

DAS will pay an **Appointed Representative**, on behalf of the **Insured Person**, **Costs and Expenses** incurred following an **Insured Incident**, provided that:-

- (a) the most DAS 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**
- (b) the most DAS will pay in **Costs and Expenses** is no more than the amount DAS would have paid to a **Preferred Law Firm**
- (c) in respect of an appeal or the defence of an appeal, the **insured person** must tell DAS within the time limits allowed that the **Insured Person** wants to appeal. Before DAS pay the **Costs and Expenses** for appeals, DAS must agree that **Reasonable Prospects** exist
- (d) for an enforcement of judgement to recover money and interest due to the **Insured Person** after a successful claim under this section, DAS must agree that **Reasonable Prospects** exist, and
- (e) 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 DAS will pay in **Costs and Expenses** is the value of the likely award.

What is not covered:-

In the event of a claim, if the **Insured Person** decides not to use the services of a **Preferred Law Firm**, the **Insured Person** will be responsible for any costs that fall outside the **DAS Standard Terms of Appointment** and these will not be paid by DAS.

DAS will not pay for the following:-

1. A claim where an **Insured Person** has 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.

2. An incident or matter arising before the start of this cover.
3. **Costs and Expenses** incurred before DAS' written acceptance of a claim.
4. Any claim relating to any illness or bodily injury that happens gradually or is not caused by a specific or sudden accident.
5. Any claim relating to psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury to an **Insured Person**.
6. Defending an **Insured Person's** legal rights, but DAS will cover defending a counter-claim.
7. Any claim relating to clinical negligence.
8. Fines, penalties, compensation or damages that a court or other authority orders an **Insured Person** to pay.
9. Any legal action an **Insured Person** takes that DAS or the **Appointed Representative** have not agreed to, or where an **Insured Person** does anything that hinders DAS or the **Appointed Representative**.
10. Any claim where an **Insured Person** may be one of a number of people involved in a legal action resulting from one or more events arising at the same time or from the same originating cause which could result in the court making a Group Litigation Order.
11. Any claim relating to written or verbal remarks that damage an **Insured Person's** reputation.
12. A dispute with DAS not otherwise dealt with under this section condition 7.
13. **Costs and Expenses** arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.
14. 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.
15. A claim directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date.
16. Any **Costs and Expenses** that are incurred where the **Appointed Representative** handles the claim under a contingency fee arrangement.
17. A claim against **Us, Our** insurance intermediary agent, Fogg Assist, **SkiBound** or any tour operator, travel agent, carrier or any provider under a 'Tour operator' package arrangement.
18. A claim relating to Deep Vein Thrombosis or its symptoms that result from an **Insured Person** travelling by air.

Specific Conditions:-

1. (a) On receiving a claim, if legal representation is necessary, DAS will appoint a **Preferred Law Firm** or in-house lawyer as the **Insured Person's Appointed Representative** to deal with the **Insured Person's** claim. They will try to settle an **Insured Person's** claim by negotiation without having to go to court.
 - (b) If the appointed **Preferred Law Firm** or DAS' in-house lawyer cannot negotiate settlement of the **Insured Person's** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then the **Insured Person** may choose a law firm to act as the **Appointed Representative**.
 - (c) If the **Insured Person** chooses a law firm as their **Appointed Representative** who is not a **Preferred Law Firm**, DAS will give the **Insured Person's** 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 DAS will pay is the amount DAS would have paid if they had agreed to the **DAS Standard Terms of Appointment**.
 - (d) The **Appointed Representative** must co-operate with DAS at all times and must keep DAS up to date with the progress of the claim.
2. (a) An **Insured Person** must co-operate fully with DAS and the **Appointed Representative**.
 - (b) An **Insured Person** must give the **Appointed Representative** any instructions that DAS ask an **Insured Person** to.
3. (a) An **Insured Person** must tell DAS if anyone offers to settle a claim. An **Insured Person** must not negotiate or agree to a settlement without DAS written consent.
 - (b) If an **Insured Person** does not accept a reasonable offer to settle a claim, DAS may refuse to pay further **Costs and Expenses**.
 - (c) DAS may decide to pay an **Insured Person** the reasonable value of the **Insured Person's** claim, instead of starting or continuing legal action. In these circumstances an **Insured Person** must allow DAS to take over and pursue or settle any claim on behalf of an **Insured Person**. An **Insured Person** must also allow DAS to pursue at their own expense and for their own benefit, any claim for compensation against any other person and an **Insured Person** must give DAS all the information and help DAS need to do so.
 - (d) Where a settlement is made on a without-costs basis DAS will decide what proportion of that settlement will be regarded as **Costs and Expenses** and payable to DAS.
4. (a) An **Insured Person** must instruct the **Appointed Representative** to have legal costs taxed, assessed or audited if DAS ask for this.
 - (b) An **Insured Person** must take every step to recover **Costs and Expenses** and court attendance and jury service expenses that DAS have to pay and must pay DAS any amounts that are recovered.
5. If the **Appointed Representative** refuses to continue acting for an **Insured Person** with good reason, or if an **Insured Person** dismisses the **Appointed Representative** without good reason, the cover DAS provide will end immediately, unless DAS agree to appoint another **Appointed Representative**.
6. If an **Insured Person** settles or withdraws a claim without DAS' agreement, or does not give suitable instructions to the **Appointed Representative**, DAS can withdraw cover and will be entitled to reclaim from an **Insured Person** any **Costs and Expenses** DAS has paid.
7. If there is a disagreement between an **Insured Person** and DAS about the handling of a claim and it is not resolved through DAS' internal complaints procedure, an **Insured Person** can contact the Financial Ombudsman Service for help. For all other types of disputes there is a separate arbitration process. The arbitrator will be a barrister chosen jointly by DAS and an **Insured Person**. If there is a disagreement over the choice of arbitrator, DAS will ask the Chartered Institute of Arbitrators to decide.

8. DAS may require an **Insured Person** to get, at the **Insured Person's** expense, an opinion from an expert that DAS considers appropriate on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by DAS and the cost agreed in writing between the **Insured Person** and DAS. Subject to this, DAS will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that the **Insured Person** will recover damages (or obtain any other legal remedy that DAS have agreed to) or make a successful defence.
9. An **Insured Person** 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 DAS asks for, in writing, and
 - (e) report to DAS full and factual details of any claim as soon as possible and give DAS any information DAS need.
10. DAS will, at DAS discretion, void this section (make it invalid) from its start date or from the date of claim, or alleged claim, or DAS will not pay the claim if:-
 - (a) a claim an **Insured Person** has made to obtain benefit under this section is fraudulent or intentionally exaggerated, or
 - (b) a false declaration or statement is made in support of a claim.
11. Apart from DAS, an **Insured Person** is the only person who may enforce all or any part of this section 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 this section in relation to any third-party rights or interest.
12. If any claim covered under this section is also covered by another policy, or would have been covered if this section did not exist, DAS will only pay DAS share of the claim even if the other insurer refuses the claim.
13. This section is governed by the law that applies in the part of the **United Kingdom, Channel Islands** or Isle of Man where the **Insured Person** normally lives. Otherwise, the law of England and Wales applies.

All Acts of Parliament mentioned in this section include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the **Channel Islands** as appropriate.

Eurolaw Legal Advice Service:-

DAS will give an **Insured Person** confidential legal advice over the phone on any personal legal problem relating to **Your Trip**, under the laws of the member countries of the European Union, Isle of Man, the **Channel Islands**, Switzerland and Norway.

An **Insured Person** can contact DAS' UK-based call centres **24** hours a day, seven days a week. However, DAS may need to call the **Insured Person** back depending on the enquiry. Advice about the law in England and Wales is available 24 hours a day, seven days a week. Legal advice for the other countries is available 9am – 5pm, Monday to Friday, excluding public and bank holidays. If an **Insured Person** calls outside these times, DAS will call the **Insured Person** back. To help check and improve service standards, DAS records all inbound and outbound calls.

To contact the above service, phone DAS on **0117 934 2000**.

DAS will not accept responsibility if the Helpline Service fails for reasons DAS cannot control.

COMPLAINTS PROCEDURE

Any enquiry or complaint **You** may have regarding **Your** policy, or a claim notified under **Your** policy, should be addressed to the appropriate company listed below. Please quote **SkiBound** and **Your** claim number to enable the enquiry to be dealt with speedily.

If **You** are not satisfied with the handling of a complaint, **You** should write to the following:-

FOR SECTIONS A to J

Managing Director, Fogg Travel Insurance Services Limited,
Crow Hill Drive, Mansfield, Nottinghamshire, NG19 7AE
Telephone: 01623 631331 Fax: 01623 420450
Email: complaints@foggtravelinsurance.com

FOR SECTION K – LEGAL EXPENSES

Managing Director, DAS Legal Expenses Insurance Company Limited
DAS House, Quayside, Temple Back, Bristol, BS1 6NH

FOR ALL SECTIONS

If **Your** complaint is not dealt with to **Your** satisfaction by either of the Managing Directors as stated above, **You** have the right to refer any dispute to:-

The Financial Ombudsman Service,
South Quay Plaza, 183 Marsh Wall, London, E14 9SR.
Telephone: 0845 080 1800 Email: enquiries@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

but only if **You** have already referred the matter to ETI International Travel Protection or DAS Legal Expenses Insurance Company Limited for the relevant sections of the policy.

We are bound by the Financial Ombudsman's decision, but **You** are not. It does not prejudice **Your** legal rights.

Underwritten by ETI – International Travel Protection, the UK branch of Europäische Reiseversicherung AG, Munich, Germany. ETI is authorised and regulated by BAFIN (Bundesanstalt für Finanzdienstleistungsaufsicht, www.bafin.de) and approved by the Financial Services Authority (FSA, www.fsa.gov.uk) to undertake insurance business in the UK.

ETI is covered by the Financial Services Compensation Scheme (FSCS). This means that **You** may be entitled to compensation from the Scheme if **We** are unable to meet **Our** financial obligations.

Full details are available from the FSCS. ETI is registered at Companies House FC 25660, BR 007939.

Financial Services Compensation Scheme ("FSCS")

The maximum level of compensation **You** can receive from FSCS is 90% of the claim without any upper limit. The contact details for FSCS are: Financial Services Compensation Scheme, 7th Floor Lloyds Chambers, Portsoken Street, London, E1 8BN Fax: 020 7892 7301 Website: <http://www.fscs.org.uk>



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