



# TRAVEL 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:

**Union Reiseversicherung AG**

**Master Policy No.  
SJPSA40072-03 A & B**

**Valid only for departures between  
1<sup>st</sup> January 2009 to 31<sup>st</sup> December 2009**

## POLICY INFORMATION

Your insurance is covered under master policy number **SJPSA40072-03 A & B** specially arranged through Fogg Travel Insurance Services Limited and insured by Union Reiseversicherung AG. Cover is provided for each passenger who is shown as having paid the insurance premium and whose name is shown on the booking confirmation invoice issued by **your** tour operator. This insurance wording is a copy of the master policy and is subject to the terms, conditions and exclusions of the master policy.

No refund of the insurance premium will be given after the policy has been issued unless, after receipt of the policy, **you** find that the terms, conditions and exclusions do not meet **your** requirements and an alternative is available. In this case **you** must return the policy, insurance schedule and alternative insurance policy to Fogg Travel within 14 days of receipt for a refund to be considered.

The first policy, **your** pre-travel policy, covers **you** from the time **you** purchase **your** policy until **you** leave **home** to start **your** trip. The second policy, **your** travel policy starts when **you** leave **home** to start **your** trip and ends when **you** return **home** or the policy ends, whichever is the first.

We have tried to keep the wording as simple as possible. There are conditions and exclusions applying to the pre-travel policy and to the travel policy. Each section tells **you** what is covered, what is not covered and what **you** need to do if **you** need to claim under that section. There are no hidden parts or small print.

Like most policies they exclude all **pre-existing health conditions** but if **you** do need the cover, unlike some other policies, **you** may be able to obtain cover for these conditions by calling the Referral Helpline on the lo-call number shown below the summary of cover section. Cover is not available on all conditions and to include others **we** may need to charge **you** an additional premium or increase **your** policy excess for this condition, an excess is the first part of the claim cost. **You** should bear in mind that this excess will apply to everyone on **your** booking if they have to claim for cancellation or curtailment (cutting short the **trip**) due to **your** health condition. Cover is not available for conditions where **you** are under investigation or awaiting treatment. If **you** do not tell **us** about **your pre-existing health conditions** or those of **your close relative** or **business associate** on whom the **trip** plans depend they will not be covered at all and **you** will not be able to claim for anything caused by them.

If **your** health changes after **you** have bought the policy **you** must call the Referral Helpline immediately. As **you** have two policies, cancellation under the Pre-travel Policy will be effective, but cover for the Travel Policy, which has not started, may change. Travel insurers require stability of health conditions whilst away so what cover is available will depend on the condition, the medication and the period of time before travel. In some instances the new condition may be excluded and on a few occasions **we** may agree to pay the cancellation charges at the time of diagnosis and recommend postponement of **your** trip.

## AGE LIMITS

This insurance will not cover :

- **you** if **you** are aged **85** years or over, or
- any **trip** in excess of **31** days if **you** are aged **65** to **74** years, or
- any **trip** in excess of **24** days if **you** are aged **75** to **84** years at the date of departure.

## GEOGRAPHICAL AREAS

**Area 1** - **United Kingdom** excluding the Channel Islands

**Area 2** - Europe, including the Channel Islands and all countries west of the Ural Mountains, Republic of Ireland, Iceland, Algeria, Morocco, Tunisia, Turkey, the Azores, Canary Islands, Madeira and Mediterranean Islands.

**Area 3** - Worldwide *including* the United States of America, Canada.

## SUMMARY OF POLICY COVER

### A. PRE-TRAVEL POLICY

Policy section	Maximum benefit	Excess
1. Cancellation	up to £3,000	£20*
Loss of deposit	up to £3,000	£10
(See notes 1 and 2)		

### B. TRAVEL POLICY

Policy section	Maximum benefit	Excess
1. Departure delay	up to £100	Nil
Delay abandonment	up to £3,000	£20*
Missed departure	up to £500	Nil
2. Personal possessions	up to £1,000	£20*
Single article limit	up to £200	
Valuable limit	up to £200	
School property	up to £500	£50
Delayed possessions	up to £100	Nil
3. Personal money	up to £200	£20*
Party leader	up to £1,000	£50
Cash limit	up to £200	
4. Emergency medical expenses	up to £5,000,000 (£2,000 area 1)	£20*
Hospital benefit	up to £300	Nil
(See note 1)		
5. Curtailment	up to £3,000	£20*
(See notes 1 and 2)		
6. Personal liability	up to £2,000,000	£50**
7. Organisers liability	up to £5,000,000	£50
8. Personal accident	up to £25,000***	Nil
(See note 3)		
9. Legal advice and expenses	up to £5,000	£200

\* increased to £50 in respect of persons aged 16 and over.

\*\* increased to £250 in respect of rented property damage only.

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

### PRE-TRAVEL & TRAVEL POLICY

**Note 1.** Your policy does not provide cover for re-occurring or **pre-existing health conditions**. If an **Insured-person** over **16** travelling anywhere, or an **Insured-Person** under **16** travelling outside Europe has **ever** had a heart or circulatory related problem, a stroke, cancer, any breathing problems, diabetes, **or** any other health condition which has been treated in hospital or has been referred to a specialist in the last **2** years **you** should phone **our** Referral Helpline quoting **TJM ADVENTURE** on **0845 1300 198** to see if cover is available. **We** will confirm any special terms **in writing**.

**You** must also tell us if **your** health or medication **changes between buying this policy and travelling**.

**Note 2.** **You** must tell **us** if **you** have a **close relative** whose health may make it necessary for **you** to cancel or cut short **your** trip. Please telephone **our** Referral Helpline quoting **TJM ADVENTURE** on **0845 1300 198** with details to see what cover is available.

### TRAVEL POLICY

**Note 3.** Cover for accidental death is reduced to **£5,000** if **you** are under **16** years of age.

## WHERE TO OBTAIN A CLAIM FORM

If **you** require a claim form please visit [www.foggtravelinsurance.com](http://www.foggtravelinsurance.com) and click on **claim forms** – **you** can complete or print the relevant claim form required or alternatively **you** can contact:

**Fogg Travel Insurance Services Limited**

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

or by email to [claims@foggtravelinsurance.com](mailto:claims@foggtravelinsurance.com)

in all circumstances **you** should quote **TJM ADVENTURE**, advising the section under which **you** wish to claim. Normally, if **you** contacted the emergency medical assistance service during **your** trip a claim form will have already been sent to **your** home.

When returning the claim form please enclose this certificate of insurance together with the tour operators confirmation of booking invoice and if the claim is for cancellation, the tour operators cancellation invoice..

## OUR PLEDGE TO YOU

It is **our** aim to give a high standard of service and to meet any claims covered by this policy honestly, fairly and promptly. **We** occasionally get complaints and these are usually through a misunderstanding or insufficient information. Any complaint will be investigated at once and the matter resolved as quickly as possible.

## YOUR RIGHT TO COMPLAIN

**We** sincerely hope **you** will not need to complain about **your** insurance policy or claims settlement. However, if **you** do wish to complain please forward details of **your** complaint in the first instance to:

- The General Manager, Fogg Travel Insurance Services Limited, Crow Hill Drive, Mansfield, Notts. NG19 7AE

Should **you** still remain dissatisfied **you** may then pursue the following options:

- Write to the Branch Manager, URV, Oast Business Centre, North Firth Farm, Ashes Lane, Hadlow, Kent TN11 9QU who will review the claims office decision.

If **we** are still unable to resolve **your** complaint **you** may ask the Financial Ombudsman Service (FOS) to review **your** case.

- Their address is South Quay Plaza, 183 Marsh Wall, London, E14 9SR . Telephone: 0845 080 1800.

## A. PRE-TRAVEL POLICY

### HOW YOUR POLICY WORKS

**Your** pre-travel policy shows the sections of cover, limits, conditions, exclusions and information on what to do if **you** need to claim. It is essential that **you** read it. The policy is a contract between **us** and **you**. **We** will pay for any event, as set out in the policy, that happens during the period of cover for which **you** have paid the appropriate premium.

All numbers and letters shown under 'For each insured-person this insurance will not cover:' refer to the same numbers and letters under 'For each insured-person this insurance will pay:' Where no letters or numbers are shown it applies to the whole section.

**You** are required to disclose any **material facts** otherwise **your** policy will not cover **you** and it may invalidate it altogether.

### WHEN YOUR COVER STARTS AND ENDS

The cover for cancellation starts from the date the **trip** booking was made after the policy was issued and ends when **you** leave **home**. No further **trips** are covered by this policy.

### DISCLOSURE OF MATERIAL FACTS AND PRE-EXISTING HEALTH CONDITIONS

**Your** policy may not cover claims arising from **your pre-existing health conditions** so **you** need to tell **us** of anything **you** know that is likely to affect **our** acceptance of **your** cover. Under part **A** **you** should contact **our** Medical Referral Helpline if **you** are over **16** years of age travelling anywhere or if **you** are under **16** travelling outside Europe. Persons under **16** do not need to make a declaration under part **A** if travelling in the **United Kingdom** or within Europe.

**A. Pre-existing health conditions** - so that **we** can ensure **you** are provided with the best cover **we** can offer please read the following questions carefully:

1. Have **you**, or anyone travelling with **you**, ever had treatment for:

- any heart or circulatory condition,
- a stroke or high blood pressure.
- a breathing condition (such as asthma).
- any type of cancer.
- any type of diabetes

2. In the last few years - have **you**, or anyone who is travelling with **you**, been treated for any serious or re-occurring medical condition, asked to take regular prescribed medication, or referred to a specialist or consultant at a hospital for tests, diagnosis or treatment?

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. To enable **us** to consider **your** health condition please contact the Referral Helpline quoting **TJM ADVENTURE** on **0845 1300 198** to see if cover is available. 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.

3. **You** must also tell **us** if:

- **you** are waiting for tests or treatment of any description
- **your** doctor alters **your** regular prescribed medication

**B. Material facts** – anything concerning the health of a **close relative** or **business associate** who is not insured on this policy but may make it necessary for **you** to cancel or cut short **your trip** should be advised to the Referral Helpline quoting **TJM ADVENTURE** on **0845 1300 198** as soon as possible so **we** can advise **you** if **we** are able to insure the additional risk and any terms **we** may require.

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

**Your** failure to disclose any **material facts** may mean that **your** policy will not cover **you** and it may invalidate it altogether.

**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.

All terms and conditions declared under this pre-travel policy will also be recorded under **your** travel policy so that **you** do not need to declare these twice.

**Please note:**

- **We** are unable to provide any cover on psychological conditions such as stress, anxiety, depression, eating disorders or mental instability.
- **We** are unable to provide cover for anything which is a result of a **pre-existing medical condition** of a **close relative** or close **business associate** unless declared to **us** and accepted by **us** in writing.

### CHANGE IN MEDICAL CONDITION OR ONGOING MEDICATION

If **your** health or **your** ongoing medication changes between the date the policy was bought and the date of travel **you** should advise **our** Referral Helpline quoting **SKI TOPIA INDIVIDUAL** on **0845 1300 198** 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.

## DEFINITION OF WORDS

Listed below are certain words that appear throughout the policy. These will always be shown in **bold** type and in all cases will have the meanings shown below.

**Business associate** - means a business partner, director or employee of **yours** who has a close working relationship with **you**.

**Close relative** - means spouse or partner of over six months, parents, grandparents, parents-in-law, brother, sister, child, grandchild, fiancé(e), aunt, uncle, cousin.

**Hazardous activity** - means mountaineering (requiring the use of ropes and/or guides), pot-holing, racing (other than on foot), any form of **winter sports**, 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 the tour operator. If **you** are taking part in any sport not listed above please contact **us** to ensure **you** are covered.

**Home** - means one of **your** normal places of residence in the **United Kingdom**.

**Insured-person/you/your** - means any person named on the booking confirmation invoice.

**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.

**Pre-existing health 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.

**Redundancy** - means being an employee where **you** or **your** parents qualify under the provision of the Employment Rights Act 1996, and who, at the date of termination of employment by reason of redundancy, has been continuously employed for a period of two years or longer and is not on a short term fixed contract.

**Resident** - means a person who has had their main **home** in the **United Kingdom** and has not spent more than six months abroad in the year before buying this policy.

**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 cover. 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.

**United Kingdom** - means England, Wales, Scotland, Northern Ireland, the Channel Islands and the Isle of Man.

**We/our/us** - means Union Reiseversicherung AG.

**Winter sports** - means skiing, snow boarding and ice skating.

### POLICY EXCESS

An excess is the amount **you** have to pay towards each claim. All excesses shown for this policy are payable by each insured-person, for each incident giving rise to a separate claim. The policy excess may be increased to include **pre-existing health conditions** confirmed in writing by Fogg Travel. The increased excess will apply to all persons insured under **your** policy.

### POLICY CONDITIONS APPLICABLE TO YOUR PRE-TRAVEL POLICY

At all times **we** will act in good faith in **our** dealings with **you**. The payments for all claims following events that occur in **your** selected geographical area during the period of cover are dependent on **you**:

**1. OBSERVING THE FOLLOWING:**

- (a) being a **resident** of the **United Kingdom**.
- (b) taking all possible care to safeguard against accident, injury, loss or damage *as if you had no insurance cover*.
- (c) producing **your** booking confirmation invoice confirming **you** are insured before a claim is admitted.
- (d) giving **us** full details in writing of any incident that may result in a claim under any section of the policy at the earliest possible time.
- (e) notifying **us** immediately of any changes in **your** health or medication after **you** buy the policy.
- (f) providing 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).
- (g) accepting that no alterations and/or additions to the printed terms and conditions of **your** policy be valid unless initialled by **us**.
- (h) checking 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.
- (i) not travelling specifically to receive medical treatment during **your trip** or in the knowledge that **you** are likely to need treatment.

- (j) not requiring insurance for any stress related condition, anxiety, depression, eating disorders or mental instability.
- (k) not requiring insurance for any health condition where a terminal prognosis has been given by a registered doctor before buying this policy.
- (l) 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.
- (m) disclosing all **material facts** as soon as possible after the policy is issued.
- (n) obtaining any recommended vaccines, inoculations or medications prior to **your trip**.

## 2. RECOGNISING OUR RIGHTS TO:

- (a) make **your** policy void where a false declaration is made or any claim is found to be fraudulent.
- (b) 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.
- (c) give **7** days notice of cancellation of this policy by recorded delivery to **you** at **your** last known address. In this case **we** will refund to **you** the pro-rata proportion of any unexpired premium **you** have paid.
- (d) obtain information from **your** medical records (with **your** permission) for the purpose of dealing with any medical claims. No personal information will be disclosed to any outside person or organisation without **your** prior approval.
- (e) not to refund the policy premium after the policy has been issued, unless after receipt of the document **you** find that the terms and conditions do not meet **your** requirements, in which case the policy and any other relevant documents must be returned to the point of sale within **14** days of receipt for any refund to be considered.
- (f) only pay a proportionate amount of the claim where there is other insurance in force covering the same risk and to require details of such other insurance.
- (g) not make any payment for any event that is covered by another insurance policy.
- (h) maintain **your** personal details in connection with an anti-fraud claims checking system.

## SECTION A1 - CANCELLATION CHARGES

### For each insured-person this insurance will pay:

up to **£3,000**:

1. for **your** proportion of (i) transport charges, (ii) loss of accommodation and (iii) additional travel expenses that **you** have paid or agreed to pay and that **you** cannot recover from any other source following **your necessary** cancellation after **you** bought this insurance and before **your trip** starts through **your** inability to travel due to:
  - (i) the death, injury or illness of:
    - **you** or a friend with whom **you** are travelling .
    - a **close relative**.
    - a close **business associate** who lives in the **United Kingdom**.
    - a friend who lives abroad and with whom **you** were intending to temporarily stay,
  - (ii) **you**, a friend or **close relative** who is travelling with **you** and included on **your** booking being required in the **United Kingdom** for jury service or as a witness in a Court of Law.
  - (iii) **you**, a friend or **close relative** who is travelling with **you** and included on **your** booking and shall include **your** parent(s) if **you** are travelling with a group and are in full time education being given notice of **redundancy**.
  - (iv) the requirements of H. M. Forces.
  - (v) **your**, a friend or **close relative** who is travelling with **you**, presence being required by the Police after **your home**, or the home in the **United Kingdom** of **your** friend or **close relative**, or usual place of business in the **United Kingdom**, having suffered from burglary, serious fire, storm or flood.
2. for the proportion of (i) transport charges, (ii) loss of accommodation and (iii) additional travel expenses that have been paid or agreed to be paid and that cannot be recovered from any other source by the school, college, university or youth group following the **necessary** cancellation of the whole school, college, university or other group booking as agreed by Fogg Travel, after this insurance was bought and before the **trip** starts through the inability of the group to travel due to the death, injury or illness of the **organiser**.  
 PROVIDED THAT such **organiser** cannot reasonably be replaced and that any such cancellation of the whole school, college, university, or other group booking is agreed by Fogg Travel prior to cancellation with the tour operator.

### For each insured-person this insurance will not cover :

- the first **£20** (increased to **£50** for persons aged **16** and over) (reduced to **£10** on claims for deposits only) of any loss, charge or expense made on each claim under this section.
- any trip of more than **31** days duration where **you** are aged **65** and under **75** at the date of departure.
- any trip of more than **24** days duration where **you** are aged **75** and under **85** at the date of departure.
- **you** if **you** are aged **85** or over.
- any claim where **you** have not obtained a written statement at the time of the cancellation confirming the necessity to cancel **your trip**.
- any payment or part payment made using frequent flyer vouchers, Air Miles vouchers or other vouchers that have no financial face value.
- any payment where **you** have not suffered any financial loss.
- any claim that is due to:
  - the withdrawal of previously approved leave by **your** employer unless it is due to the death or serious illness of a close **business associate**.
  - **your** failure to obtain the required passport or visa or ESTA.
  - **your** carriers refusal to allow **you** to travel for whatever reason.

- the operation of law or as a result of an unlawful act or criminal proceedings against anyone included in **your** booking.
- the failure of any transport or accommodation provider, their agent or anybody who is acting as **your** agent.
- the cancellation of **your trip** by the tour operator.
- the failure of **your** travel agent or tour operator.
- the cancellation of any conference or business **trip** onto which **your trip** was to be an add-on.
- financial circumstances or unemployment except when it is due to **redundancy** that **you** received or were aware of after buying this insurance.
- **your** disinclination to travel.
- **your** loss of enjoyment of the **trip** however caused.
- **you** travelling in an aircraft (other than as a passenger in a fully licensed passenger carrying aircraft and for no other purpose).
- **your** suicide, self-injury or any wilful act of self exposure to peril (except where it is to save human life).
- **you** being under the influence of drugs (except those prescribed by **your** registered doctor but not when prescribed for treatment of drug addiction).
- **your** abuse or prior abuse of solvents or alcohol.
- death or illness of any pets or animals.
- terrorism, riot, civil commotion, strike or lock-out.
- any event that is due to **you** participating in a **hazardous activity** except where forming part of the published tour operator programme.
- cancellation due to the fear of an epidemic or pandemic.
- cancellation of the **trip** on the advice or recommendations published by the Foreign and Commonwealth Office and applicable at the time of departure.
- the cost of Air Passenger Duty or equivalent, airport charges.
- 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.
- cancellation of **your trip** due to a health condition of a person travelling with **you**, and included on **your** booking, or of a **close relative** or **business associate** not travelling with **you** where the risk attaching to that health condition has not been accepted by **us** in writing.
- any **pre-existing health 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 few 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.
- 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.
- any claim for damage for loss, or deterioration of, or damage to property.
- any loss unless it is specified in the policy
- 1. (iv) any event that is the result of leave being cancelled because of war, terrorism, biological or chemical warfare, invasion, act of foreign enemy, hostilities (whether war has been declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
  - any claim where **you** have not obtained prior authority to take leave.
  - any claim where leave has been cancelled on disciplinary grounds.
- 2. - cancellation due to death, injury or illness of the **organiser** caused by any **pre-existing health 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 few 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.
  - cancellation 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.
  - cancellation of the booking for the whole school, college, university or other group where a replacement **organiser** is and/or can be provided.
  - cancellation 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**.
  - any claim that is not for a school, college, university or other group.

### What you need to do if you wish to make a claim under this section of the policy:

- notify the travel agent/tour operator immediately, by telephone and in writing, that **you** need to cancel and obtain a cancellation invoice.
- obtain a claim form from Fogg Travel and get **your** registered doctor to complete the medical certificate attached to the claim form.
- send any receipts to Fogg Travel.
- notify Fogg Travel immediately, by telephone and in writing, that **you** need to cancel the whole school, college, university or other group booking to obtain prior agreement.
- 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.

## B. TRAVEL POLICY

### HOW YOUR POLICY WORKS

**Your** travel policy shows the sections of cover, limits, conditions, exclusions and information on what to do if **you** need to claim, how to obtain legal advice and how to contact the **24** hour emergency medical assistance service. It is essential that **you** read it. The policy is a contract between **us** and **you**. **We** will pay for any event, as set out in the policy, that happens during the period of cover for which **you** have paid the appropriate premium.

**Your** travel insurance policy is not intended to cover items of high value, such as video camcorders, expensive watches etc., as these should be fully insured under **your** house contents insurance on an All Risks extension or under **your** school's contents policy for **365** days of the year. There is a maximum amount **you** can claim for each individual item and a maximum amount in total for **valuables**, and these are shown under the **personal possessions** section. The **personal possessions** cover is not 'new-for-old' and an amount for age, wear and tear will be deducted.

**Your** policy covers for treatment of medical conditions in emergency and which will respond quickly to treatment. It is not intended to cover **you** for recurrent or long term treatment and in these circumstances, bearing in mind the advice given by **our** Chief Medical Officer, **we** reserve the right to transfer **you** to a state hospital, where adequate facilities are available, or repatriate **you** to **your home country**.

All numbers and letters shown under 'For each insured-person this insurance will not cover:' refer to the same numbers and letters under 'For each insured-person this insurance will pay:' Where no letters or numbers are shown it applies to the whole section.

### WHEN YOUR COVER STARTS AND ENDS

The cover under all sections of the travel policy starts at the beginning of **your trip** as shown on **your** booking confirmation invoice and ends on **your** return **home** or expiry of the policy, whichever is the first. No further **trips** are covered by this policy.

### EXTENSION OF PERIOD

1. In the event of **your** death, injury or illness or that of anyone travelling with **you**, **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 **you** are unable to complete the **trip** before the expiry of this policy the cover will be automatically extended without additional premium up to **14** days for **you** to complete the **trip**.

### CHANGE IN MEDICAL CONDITION OR ONGOING MEDICATION

If **your** health or **your** ongoing medication changes between the date the policy was bought and the date of travel **you** should advise **our** Referral Helpline quoting **TJM ADVENTURE** on **0845 1300 198** 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.

### USE AN EHIC - NIL EXCESS IF MEDICAL COSTS ARE REDUCED

Avoid paying the excess - travellers to European Union countries and Switzerland are strongly advised to apply and obtain the European Health Insurance Card (EHIC). Applications for the EHIC can be made online at [www.dh.gov.uk/travellers](http://www.dh.gov.uk/travellers) - the quickest route, or by Telephone on **0845 606 2030**, or by post - application forms are available from the Post Office - so please allow sufficient time prior to **your** departure date. 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. Please see Section **B4**.

### IF YOU NEED EMERGENCY MEDICAL ASSISTANCE ABROAD:

Contact the **24** hour emergency medical assistance service:

**FOGG ASSIST on +44 (0)845 658 9899**

**Our** appointed emergency medical assistance service is operated **24** hours a day and **365** days a year for **your** benefit. If **you** are admitted to a hospital or clinic as an in-patient **our** emergency medical assistance service must be notified as soon as it is practical to do so, and at the latest within **48** hours of **your** admission.

In order to confirm that **you** are insured **your** treating doctor or physician should contact the emergency medical assistance service to advise **your** condition so that approval of treatment and payment of medical bills can be given. **Our** appointed emergency medical assistance service has experienced multi-lingual co-ordinators to take **your** calls and to allow them to deal with **your** case quickly, please make sure **you** have this insurance policy and all other relevant information with **you**.

After consultation with **your** treating doctor or physician, they will decide the most suitable, practical and reasonable solution to **your** problem, based upon the medical criteria. If adequate treatment is not available locally, it may be decided that repatriation by regular airline service, air or road ambulance is the best option, but only provided **your** treating doctor and **our** chief medical officer confirm **your** fitness to travel.

**You** should advise them that **you** are insured under the scheme **TJM ADVENTURE** through URV 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

**Outpatient treatment: If you are in Spain, Spanish Islands, Portugal, Greece or Greek Islands, Turkey, Bulgaria & Cyprus** and **you** need outpatient medical treatment, please provide a copy of this policy, together with **your** booking confirmation invoice, to the doctor and **your** treatment costs will be paid by **ChargeCare International** in line with the policy. **You** will be asked to complete a simple form to confirm that **you** have received the treatment. The doctor will collect the policy excess from **you** and send the form to **ChargeCare International** for payment of the balance of the medical bill.

**If you are elsewhere you should pay the costs yourself, keep all receipts and make a claim on your return home.**



### DEFINITION OF WORDS

Listed below are certain words that appear throughout the policy. These will always be shown in **bold** type and in all cases will have the meanings shown below.

**Business associate** - means a business partner, director or employee of **yours** who has a close working relationship with **you**.

**Close relative** - means spouse or partner of over six months, parents, grandparents, parents-in-law, aunt, uncle, brother, sister, child, grandchild, fiancé(e), aunt, uncle, cousin.

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

**Flight** - means a service using the same airline or airline **flight** number.

**Hazardous activity** - means mountaineering (requiring the use of ropes and/or guides), pot-holing, racing (other than on foot), any form of **winter sports**, 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 the tour operator. If **you** are taking part in any sport not listed above please contact **us** to ensure **you** are covered.

**Home** - means one of **your** normal places 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-person/you/your** - means any person named on the booking confirmation invoice.

**International departure point** - means the airport, international rail terminal or port where the outward **flight**, international train or sea vessel is boarded to take **you** from the **United Kingdom** to **your** destination and the return **flight**, international train or sea vessel is boarded to start the final part of **your** journey to the **United Kingdom**.

**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 continue to normal completion.

**Pair or set** - means two or more items of **personal possessions** that are complementary or used or worn together.

**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 possessions** - 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 shown below).

**Pre-existing health 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.

**Public transport** - means buses, coaches, internal **flights** or trains that run to a published scheduled timetable.

**Resident** - means a person who has had their main **home** in the **United Kingdom** and has not spent more than six months abroad in the year before buying this policy.

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

**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 cover. 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 possessions**.

**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, computers, computer games machines, 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** - means Union Reiseversicherung AG.

**Winter sports** - means skiing, snow boarding and ice skating.

#### **POLICY EXCESSES APPLICABLE TO YOUR TRAVEL POLICY**

Applicable to sections - B1 - Departure delay and missed departure (delay abandonment only), B2 - Personal possessions, B3 - Personal money, B4 - Emergency medical expenses, B5 - Curtailment, B6 - Personal liability, B7 - Organisers Liability and B9 - Legal advice and expenses only.

An excess is the amount **you** have to pay towards each claim.

Each section of the policy listed carries an excess. All excesses shown for this policy are payable by each insured-person, for each incident giving rise to a separate claim. The policy excess under section B4 and B5 may be increased to include **pre-existing health conditions** confirmed in writing by Fogg Travel. The increased excess will apply to all persons insured under **your** policy.

#### **POLICY CONDITIONS APPLICABLE TO YOUR TRAVEL POLICY**

At all times **we** will act in good faith in **our** dealings with **you**. The payments for all claims following events that occur in **your** selected geographical area during the period of cover are dependent on **you**:

##### **1. OBSERVING THE FOLLOWING:**

###### **In respect of all sections of the policy**

- (a) being a **resident** of the **United Kingdom**.
- (b) taking all possible care to safeguard against accident, injury, loss or damage *as if **you** had no insurance cover*.
- (c) producing **your** booking confirmation invoice confirming **you** are insured before a claim is admitted.
- (d) giving **us** full details in writing of any incident that may result in a claim under any section of the policy at the earliest possible time.
- (e) notifying **us** immediately of any changes in **your** health or medication after **you** buy the policy.
- (f) passing on to **us** immediately every writ, summons, legal process or other communication in connection with the claim.
- (g) providing 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).
- (h) not admitting liability for any event or offering to make any payment without **our** prior written consent.
- (i) accepting that **your** policy cannot be extended once it has expired.
- (j) accepting that no alterations and/or additions to the printed terms and conditions of **your** policy be valid unless initialled by **us**.

###### **In respect of sections B4 - Emergency medical expenses and B5 - Curtailment only.**

- (k) checking 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.
- (l) not travelling specifically to receive medical treatment during **your trip** or in the knowledge that **you** are likely to need treatment.
- (m) not requiring insurance for any stress related condition, anxiety, depression, eating disorders or mental instability.
- (n) not requiring insurance for any health condition where a terminal prognosis has been given by a registered doctor before buying this policy.
- (o) 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.
- (p) disclosing all **material facts** as soon as possible after the policy is issued.
- (q) obtaining any recommended vaccines, inoculations or medications prior to **your trip**.

###### **In respect of sections B2 - Personal possessions, and B3 - Personal money, only.**

- (r) providing full details of any House Contents and All Risks insurance policies **you** may have.
- (s) retaining **your** tickets and luggage tags and notifying the Police within **24** hours of any loss or theft or to the carriers when the loss or damage has occurred in transit. **You** should obtain either a Police report or a carrier's Property Irregularity Report (PIR) form within **24** hours and enclose this with **your** claim form.
- (t) complying with the carrier's conditions of carriage.
- (u) not abandoning any property to **us** or Fogg Travel.

##### **2. RECOGNISING OUR RIGHTS TO:**

- (a) make **your** policy void where a false declaration is made or any claim is found to be fraudulent.
- (b) take over and deal with in **your** name the defence or settlement of any claim made under the policy.
- (c) 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.
- (d) give **7** days notice of cancellation of this policy by recorded delivery to **you** at **your** last known address. In this case **we** will refund to **you** the pro-rata proportion of any unexpired premium **you** have paid.
- (e) obtain information from **your** medical records (with **your** permission) for the purpose of dealing with any medical claims. No personal information will be disclosed to any outside person or organisation without **your** prior approval.
- (f) cancel all benefits provided by **your** policy without refund of premium when a payment has been made for cancellation or curtailment of the **trip**.
- (g) not to refund the policy premium after the policy has been issued, unless after receipt of the document **you** find that the terms and conditions do not meet **your** requirements, in which case the policy and any other relevant documents must be returned to the point of sale within **14** days of receipt for any refund to be considered.
- (h) not make any payment under sections **B1, B2, B3, B4, B5, B6, B7** and **B9** for any event that is covered by another insurance policy.
- (i) settle all claims under the Law of the country that **you** live in within the **United Kingdom** unless **we** agree otherwise with **you**.
- (i) maintain **your** personal details in connection with an anti-fraud claims checking system.

#### **GENERAL EXCEPTIONS APPLICABLE TO YOUR TRAVEL POLICY**

##### **A. This insurance will not pay for:**

any deterioration of or loss or damage to property or any delay, legal liability, injury, illness, death or expense directly or indirectly due to, contributed to or caused by :

- (1) war, terrorism, biological or chemical warfare, invasion, act of foreign enemy, hostilities (whether war has been declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
- (2) participation in a **hazardous activity** except where forming part of the published tour operator programme
- (3) any **pre-existing health 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 few 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.
- (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) curtailment of **your trip** due to a health condition of a person travelling with **you** and included on **your** booking, where the risk attaching to that health condition has not been accepted by **us** in writing.
- (6) delay, confiscation, detention, requisition, damage, destruction or any prohibitive regulations by Customs or other government officials or authorities of any country.
- (7) **you** being under the influence of drugs (except those prescribed by **your** registered doctor but not when prescribed for treatment of drug addiction).
- (8) **your** abuse or prior abuse of solvents or alcohol.
- (9) 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.
- (10) any deliberate or criminal act by an **insured-person**.
- (11) **manual labour**.
- (12) **you** travelling against the advice or recommendations published by the Foreign and Commonwealth Office and applicable at the time of **your** departure.
- (13) participation in any **winter sports** activities.

##### **B. This insurance will not cover:**

- (1) loss of earnings, additional hotel costs, additional car hire, additional parking fees, kennel fees or any other loss unless it is specified in the policy.
- (2) any loss due to currency exchanges of any and every description.
- (3) any loss unless it is specified in the policy.
- (4) **your** carriers refusal to allow **you** to travel for whatever reason.
- (5) any trip of more than **31** days duration where **you** are aged **65** and under **75** at the date of departure.
- (6) any trip of more than **24** days duration where **you** are aged **75** and under **85** at the date of departure.
- (7) **you** if **you** are aged **85** or over.

## SECTION B1 - DEPARTURE DELAY AND MISSED DEPARTURE (applicable to trips outside of the United Kingdom)

### For each insured-person this insurance will pay :

- you £10** compensation if the departure of **your** international **flight**, international train or sailing is delayed for more than **12** hours. If the delay continues **we** will pay a further sum of **£10** for each complete period of **12** hours up to a maximum of **£100** or
- if after **24** hours delay **you** wish to abandon the **trip**, up to the amount shown under the cancellation section for the cancellation of **your trip** or
- up to **£500** for alternative transport and additional overnight accommodation to get **you** to **your** destination
  - if the vehicle in which **you** are travelling becomes undrivable due to mechanical failure or being involved in an accident on **your way to your international departure point** or
  - your public transport** is delayed preventing **you** from getting to **your international departure point** in time to check in. **You** will need to obtain independent confirmation of the circumstances.

### For each insured-person this insurance will not cover:

- the cost of any accommodation, food, drink, telephone calls or faxes.
  - any claim that is due to the failure of any transport or accommodation provider, their agent or anybody who is acting as **your** agent.
- missed connections outside the **United Kingdom**.
  - 1. & 2.** any compensation unless **you** have checked in **your** possessions and 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.
    - any compensation where the airline, railway company or shipping line or their handling agents provide alternative transport that departs within **12** hours of the booked departure time.
    - any compensation when **your** tour operator has rescheduled **your flight** itinerary.
    - 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.
  - the first **£20** (increased to **£50** for persons aged **16** and over) of any claim made by **you**.
    - abandonment where the **trip** is of two days duration or less.
  - any claim that is a result of **your** failure to allow sufficient time for **your** journey to the **international departure point** to check-in by the time shown on **your** travel itinerary.
    - any 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**.

### What you need to do if you wish to make a claim under this section of the policy:

- 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.

## SECTION B2 - PERSONAL POSSESSIONS

### For each insured-person this insurance will pay:

- up to a total of **£1,000** for **your personal possessions** to cover:
  - either* (i) the cost of repair of items that are partially damaged whilst on **your trip**, up to the market value of the item, allowing for age, wear and tear,
  - or* (ii) the market value of the item, allowing for age, wear and tear, to cover items that are stolen, permanently lost or destroyed whilst on **your trip**.
- up to a total of **£500** for school property (single article limit, pair or set of articles) taken on the **trip** for which authorised party leaders are responsible and such property is not insured elsewhere.
- you £50** to cover the purchase of *essential* items if **your personal possessions** are 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 possessions** are not returned to **you** after **36** hours **we** will pay a further sum of **£50**. **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.

### For each insured-person this insurance will not cover:

- the loss, theft or damage to:-
  - films, tapes, cassettes, cartridges or discs other than their value as unused material unless purchased pre-recorded when **we** will pay up to the maker's latest list price.
  - duty free items such as tobacco products, alcohol and perfumes.
  - perishable goods, bottles, cartons and any damage caused by them or their contents.
  - pedal cycles, wheelchairs, prams, pushchairs or baby buggies except while they are being carried as luggage on **public transport**.
  - valuables** carried in any suitcases, trunks or similar containers when left **unattended**.
  - 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.
  - contact or corneal lenses or artificial limbs.
  - money, bonds, coupons, stamps, negotiable instruments, securities or documents of any kind.
  - personal possessions** left **unattended** away from **your** personal holiday or **trip** accommodation except **personal possessions** (but not **valuables**)
    - left between **6.00 am** and **11.00 pm** local time (during daytime) in the locked boot or covered luggage area of a motor vehicle where entry was gained by violent and forcible means or
    - left on a locked coach out of view where entry was gained by violent and forcible means.
- 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.
- any claim where **you** are unable to provide the damaged items on request or to prove the existence or prove the ownership of any item with an insured value in excess of **£50**.
- loss of, or damage to, property that does not belong to **you** or any member of **your** family.
- any claim that is the result of a domestic dispute.
- any breakage or damage to fragile articles, paintings, works of art, sculptures, audio, video, computer, television and telecommunications equipment, musical instruments, household goods unless the breakage or damage is caused by fire, theft or in an accident to the motor vehicle in which they are being carried.

- mobile telephones, SIM cards, mobile telephone prepayment cards, lost or stolen mobile telephone call charges or mobile telephone accessories.
  - the cost of replacing or repairing dentures.
  - loss or damage due to atmospheric or climatic conditions, wear, tear and depreciation, superficial marks and scratches, moth or vermin.
  - sports equipment whilst in use
  - any items more specifically insured elsewhere.
- the first **£20** (increased to **£50** for persons aged **16** and over) of each and every incident giving rise to a claim.
    - more than **£200** for any one article, **pair or set** of any kind, whether they are solely or jointly owned.
    - more than **£200** in total for **valuables** whether solely or jointly owned.
    - more than **£100** in respect of sunglasses.
    - more than **£100** for items lost or stolen from a beach or lido.
  - the first **£50** of each and every incident giving rise to a claim.
  - more than **£100** in total.

### What you need to do if you wish to make a claim under this section of the policy:

- 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.
- 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.
- 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 B3 - PERSONAL MONEY

### For each insured-person this insurance will pay:

- up to **£200** for the loss or theft of **your personal money** during **your trip**.
- up to **£1,000** for the loss or theft of **student money** carried by authorised party leaders during the **trip**.
- up to **£1,000** in total for the loss or theft of **emergency funds** held by the **organiser** or other authorised party leader during the **trip**.

### For each insured-person this insurance will not cover:

- 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.
  - loss or theft of **personal money, student money, emergency funds** 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.
  - loss or theft of **personal money, student money, emergency funds** due to depreciation in value, currency changes or shortage caused by any error or omission
  - loss or theft of travellers' cheques where the bank provides a replacement service.
  - more than the unused portion of **your** passport.
- the first **£20** (increased to **£50** for persons aged **16** and over) of each and every incident giving rise to a claim.
  - & (c)** the first **£50** of each and every incident giving rise to a claim
  - & (c)** more than **£200** in total in cash or currency for the loss or theft of **student money or emergency funds**.

### What you need to do if you wish to make a claim under this section of the policy:

- 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.
- 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 B4 - EMERGENCY MEDICAL AND ASSOCIATED EXPENSES

**Please note : If you are admitted to hospital this must be reported to our appointed emergency medical assistance service as soon as it is practically possible. Please see front page of this insurance certificate for details.**

### For each insured-person this insurance will pay:

- to **you** or **your** legal representatives the following *necessary* emergency expenses that are payable within six months of the event that causes the claim that results from **your** death, injury or illness:
- up to **£5,000,000** for reasonable:
    - fees or charges to be paid outside **your home country** for medical, surgical, hospital nursing home or nursing services.
    - additional transport and accommodation costs and repatriation costs to be made for or by **you** and for any *one other person who is required for medical reasons* to stay with **you**, to travel to **you** or to travel with **you**
    - charges following **your** death outside **your home country** for :
      - your** burial or cremation in the locality where **your** death occurs up to a maximum cost of **£1,500**, plus the cost of returning **your** ashes **home** or the return of **your** body to **your home**
  - up to **£250** to cover emergency dental treatment only to cure sudden pain.
  - £15** for each full day that **you** are in hospital as an in-patient during the period of the **trip** in addition to the fees and charges paid under (a) payable to the **organiser** or other authorised party leader or **your** parent (**see (a) (ii)**) only for reasonable taxi fares incurred to visit **you** in hospital or other reasonable items purchased for **your** stay in hospital.

### For each insured-person this insurance will not cover:

- any claim that is caused by:
  - you** travelling in an aircraft (other than as a passenger in a fully licensed passenger carrying aircraft and for no other purpose).
  - you** driving a motorcycle for which **you** do not hold a full licence to ride in **your home country**.

- **you** riding on a motorcycle without wearing a crash helmet, whether legally required locally or not.
  - **your** suicide, self-injury or wilful act of self exposure to peril (except where it is to save human life).
  - **your** participation in a **hazardous activity** except where forming part of the published tour operator programme
- (a) & (b) the first **£20** (increased to **£50** for persons aged **16** and over) of each and every incident giving rise to a claim except when **you** have used the European Health Insurance Card (EHIC) or other mutual agreement between countries to obtain a reduction in medical costs, when this is reduced to **NIL**.
- any elective or pre-arranged treatment.
  - any routine non-emergency tests or treatment.
  - any treatment or hospitalisation which can be reasonably expected.
  - the cost of private treatment where adequate state facilities are available.
  - 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.
  - the cost of repatriation where necessary medical treatment is available locally in a facility considered acceptable by the Chief Medical Officer of the emergency assistance service.
- (a)(i), & (b) any services or treatment received by **you** within **your home country**.
- (a) (ii), (iii) more than **£2,000** in total in respect of **Area 1**.
- any services or treatment received by **you**, including any form of cosmetic surgery **OR** any treatment that in the opinion of the emergency medical assistance service, in consultation with **your** treating doctor, can reasonably wait until **you** return to the **United Kingdom**.
  - any services or treatment received by **you** after the date on which in the opinion of the emergency medical assistance service, **you** can safely return **home**, that would exceed the cost of **your** repatriation.
  - repairs to or for the provision of dentures, artificial limbs or hearing aids.
  - any dental work involving the use of precious metals.
  - in-patient treatment that has not been notified to and agreed by the emergency medical assistance service.
  - any extra costs for single or private accommodation in a hospital or nursing home.
  - any costs for treatment, including exploratory tests, that has no relationship with the illness or injury on which the claim is being made.
- (a)(iii) **your** burial or cremation in **your home country**.
- (b) emergency dental work costing more than **£250**.
- (c) more than **£300** in total for hospital in-patient benefit.

**FOR PRACTICAL ASSISTANCE IN A MEDICAL EMERGENCY CONTACT:  
FOGG ASSIST ON +44 (0)845 658 9899**

#### NOTES:

1. If travelling within Europe you should carry a valid European Health Insurance Card (EHIC) and use this at state registered doctors and state hospitals to save costs.
2. If travelling in Australia you should register with Medicare on arrival. There is a Medicare office in all major towns and cities in Australia. Registration is free and this will entitle you to reduced medical charges from doctors, reduced prescription charges and access to Medicare hospitals.

#### What you need to do if you wish to make a claim under this section of the policy:

- emergency medical assistance and see under 'If **you** need emergency medical assistance abroad' and details are given separately above.
- for non-emergency cases, visits to doctors, hospital outpatients, or pharmacies costs **you** incur **you** must keep all receipts accounts and medical certificates.

### SECTION B5 - CURTAILMENT CHARGES (CUTTING SHORT YOUR TRIP)

#### For each insured-person this insurance will pay:

up to **£3,000**:

1. for **your** unused proportion of (i) transport charges, (ii) loss of accommodation and (iii) additional travel expenses that **you** have paid or agreed to pay and that **you** cannot recover from any other source following **your necessary** curtailment of **your trip** due to:
  - (a) the **trip** being cut short by **your** early return **home** because of :
    - (i) the death, injury or illness of:
      - **you** or a friend with whom **you** are travelling .
      - a **close relative**.
      - a close **business associate** who lives in the **United Kingdom**.
      - a friend who lives abroad and with whom **you** were intending to stay,
    - (ii) **you**, a friend or **close relative** who is travelling with **you** being required in the **United Kingdom** for jury service or as a witness in a Court of Law, or
    - (iii) **you**, a friend or **close relative** who is travelling with **you** being called back by the Police after **your home**, or the home in the **United Kingdom** of **your** friend or **close relative**, or usual place of business in the **United Kingdom**, having suffered from burglary, serious fire, storm or flood.
  - (b) the **trip** being interrupted because **you** have been confined to hospital for the rest of **your trip** because of injury or illness.
2. the proportion of (i) transport charges, (ii) loss of accommodation and (iii) additional travel expenses that have been paid or agreed to be paid and that cannot be recovered from any other source by the school, college, university or other group following the **necessary** curtailment of the **trip** for the whole school, college, university or other group as agreed by Fogg Travel, due to the death, injury or illness of the **organiser**.

PROVIDED THAT such **organiser** cannot reasonably be replaced and that any such curtailment of the **trip** for whole school, college, university, or other group booking is agreed by Fogg Travel prior to curtailing.

#### For each insured-person this insurance will not cover :

- the first **£20** (increased to **£50** for persons aged **16** and over) of any loss, charge or expense made on each claim under this section.
- any payment or part payment made using frequent flyer vouchers, Air Miles vouchers or other vouchers that have no financial face value.
- any payment where **you** have not suffered any financial loss.

- any claim that is due to:
  - the withdrawal of previously approved leave by **your** employer unless it is due to the death or serious illness of a close **business associate**.
  - **your** failure to obtain the required passport or visa.
  - the operation of law or as a result of an unlawful act or criminal proceedings against anyone included in **your** booking.
  - the failure of any transport or accommodation provider, their agent or anybody who is acting as **your** agent.
  - the curtailment of **your trip** by the tour operator.
  - the failure of **your** travel agent or tour operator.
  - the cancellation of any conference or business **trip** onto which **your trip** was to be an add-on.
  - financial circumstances.
  - **your** disinclination to travel.
  - **your** loss of enjoyment of the **trip** however caused.
  - **you** travelling in an aircraft (other than as a passenger in a fully licensed passenger carrying aircraft and for no other purpose).
  - **your** suicide, self-injury or any wilful act of self exposure to peril (except where it is to save human life).
  - death or illness of any pets or animals.
  - terrorism, riot, civil commotion, strike or lock-out.
- any event that is due to **you** participating in a **hazardous activity** except where forming part of the published tour operator programme
- any unused portion of **your** original ticket where repatriation has been made.
- cutting short **your trip** unless the emergency medical assistance service have agreed.
- any event caused by **your** failure to get a medical certificate from the treating doctor near to where **you** are staying that states the necessity to return **home** due to death, injury or illness.
- curtailment cover where the **trip** is of two days duration or less or is a one-way **trip**.
- curtailment due to any event caused by:
  - **you** driving a motorcycle for which **you** do not hold a full licence to ride in **your home country**.
  - **you** riding on a motorcycle without wearing a crash helmet, whether legally required locally or not.
- 2. - curtailment due to death, injury or illness of the **organiser** caused by any **pre-existing health 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 few 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.
- curtailment of the 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 curtailing.
- curtailment of the booking for the whole school, college, university or other group where a replacement **organiser** is and/or can be provided.
- 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**.
- any claim that is not for a school, college, university or other group.

#### What you need to do if you wish to make a claim under this section of the policy:

- if **you** feel **you** need to cut short **your trip** you will need a letter confirming this is due to medical necessity from **your** treating doctor in resort, and to confirm this with **our** appointed emergency medical assistance service. Curtailment claims will not otherwise be covered. **You** should keep any receipts or accounts given to **you** and send them in to Fogg Travel.
- notify Fogg Travel **immediately**, by telephone and in writing, that **you** need to curtail the whole school, college, university or other group booking to obtain prior agreement.
- 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 B6 - PERSONAL LIABILITY

#### For each insured-person this insurance will pay:

up to **£2,000,000**, plus costs agreed between **us** in writing, for any event occurring during the period of this insurance that **you** are legally liable to pay that relate to an incident caused by **you** and that results in:

- (a) injury, illness or disease of any person.
- (b) loss of, or damage to, property that does not belong to **you** or any member of **your** family and is neither in **your** charge or control nor under the charge or control of any member of **your** family.
- (c) loss of, or damage to **trip** accommodation which does not belong to **you** or any member of **your** family.

#### For each insured-person this insurance will not cover:

- any liability for loss of or damage to property or injury, illness or disease:-
  - where an indemnity is provided under any other insurance.
  - that is suffered by anyone who is under a contract of service with **you** or any member of **your** family and is caused by the work **you** or any member of **your** family employ them to do.
  - that is caused by any deliberate act or omission by **you**.
  - that is caused by **your** own employment, profession or business or that of any member of **your** family.
  - that is caused by **your** ownership, care, custody or control of any animal.
  - that falls on **you** by agreement and would not have done if such agreement did not exist.
- any liability for injury, illness or disease suffered by **you** or any member of **your** family.
- compensation or any other costs caused by accidents involving **your** ownership, possession or control of any:
  - land or building or their use either by or on **your** behalf other than **your** temporary **trip** accommodation.
  - mechanically propelled vehicles and any trailers attached to them.
  - aircraft, motorised skis, motorised waterborne craft or sailing vessel.
  - firearms or incendiary devices.
- any claim for an incident already notified under section **B7**.
- (a) & (b) the first **£50** in respect of each and every event that causes a claim.
- (c) the first **£250** in respect of each and every event that causes a claim.

**What you need to do if you wish to make a claim under this section of the policy:**

- never admit responsibility to anyone and do not agree to pay for any damage, repair costs or compensation.
- 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 B7 - ORGANISERS LIABILITY****For each insured-person this insurance will pay:**

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**.

**For each insured-person this insurance will not cover:**

- 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 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 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**.
- 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.
- any claim for an incident already notified under section **B6**.

1. (a) & 2. the first **£50** in respect of each and every event that causes a claim.

**What you need to do if you wish to make a claim under this section of the policy:**

- never admit responsibility to anyone and do not agree to pay for any damage, repair costs or compensation.
- 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 B8 - PERSONAL ACCIDENT BENEFIT****For each insured-person this insurance will pay:**

A single payment for **your** accidental bodily injury, that independently of any other cause, results in **your**:

		Amount of payment	
		Age 0 to 15 years	Age 16 to 65 years
Item 1	Death	<b>£5,000</b>	<b>£25,000</b>
Item 2 a	Total loss of sight in one or both eyes	<b>£25,000</b>	<b>£25,000</b>
Item 2 b	Loss of Limb: -		
	whole arm or whole hand	<b>£9,000</b>	<b>£9,000</b>
	thumb	<b>£3,000</b>	<b>£3,000</b>
	index finger	<b>£2,250</b>	<b>£2,250</b>
Item 2 c	any other finger	<b>£900</b>	<b>£900</b>
	Loss of Limb: -		
	whole leg or whole foot	<b>£7,500</b>	<b>£7,500</b>
Item 2 d	big toe	<b>£750</b>	<b>£750</b>
	any other toe	<b>£450</b>	<b>£450</b>
	Loss of hearing: -		
Item 3	in both ears	<b>£6,000</b>	<b>£6,000</b>
	in one ear	<b>£1,500</b>	<b>£1,500</b>
Item 3	Permanent Total Disablement after 104 weeks except when compensation is paid under Item 2	<b>£25,000</b>	<b>£25,000</b>

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

**For each insured-person this insurance will not cover:**

- any event that is due to:
  - **you** travelling in an aircraft (other than as a passenger in a fully licensed passenger carrying aircraft and for no other purpose)
  - **you** driving a motorcycle for which **you** do not hold a full licence to ride in **your** home country.
  - **you** riding on a motorcycle without wearing a crash helmet, whether legally required locally or not.
  - **your** suicide, self-injury or any wilful act of self-exposure to peril (except where it is to save human life).
  - **your** participation in a **hazardous activity** except where forming part of the published tour operator programme.
  - more than one of the benefits that is a result of the same injury.
- more than **£5,000** death payment when **your** age is under sixteen (**16**) years
- any payment when **your** age is sixty-six (**66**) years or over at the time of the incident.

**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 under this section of the policy:**

- 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 B9 - LEGAL ADVICE AND EXPENSES****For each insured-person this insurance will pay:**

up to **£5,000** for legal costs and expenses incurred in pursuing claims for compensation and damages due to **your** death or personal injury whilst on the **trip** provided **we** always have complete control over the legal proceedings and the selection, appointment and control of lawyers and where a claim occurs **you** will supply any reports or information and proof to **us** and the claims office as may be required.

**For each insured-person this insurance will not cover:**

- any costs to pursue a claim against a travel agent, tour operator, tour organiser, the insurers or their agents or the claims office.
- any legal action where the estimated amount that will be recovered is less than **£500**.
- any legal expenses where **we** consider **you** are unlikely to obtain a reasonable settlement.
- any costs that can be considered under an arbitration scheme or a complaints procedure.
- any legal expenses incurred without **our** prior authorisation or that of the claims office.
- any claim made by **you** against another **insured-person** or member of **your** family.
- any claim for damage to a motor vehicle.
- the first **£200** in respect of each and every event that causes a claim.

**PLEASE NOTE**

- **We** will not pay legal expenses to bring proceedings in more than one country in respect of the same event.
- If **you** are awarded compensation and receive payment then all sums paid out by **us** shall be paid out of that compensation.

**How to obtain legal advice:**

Should **you** have an accident abroad and require legal advice **you** should telephone: **Pannone LLP, 123 Deansgate, Manchester, M3 2BU**

They will arrange for up to thirty minutes of advice to be given to **you** by a lawyer. To obtain this service **you** should telephone: **0161 228 3851** or fax: **0161 909 4444**

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