

# Your Travel Insurance

This travel insurance policy gives details of cover arranged under a special insurance scheme for clients of



Underwritten by  
**TOKIO MARINE EUROPE INSURANCE LIMITED**  
other than Section 11 the Insurers for which are  
**DAS Legal Expenses Insurance Company Limited (DAS)**  
Arranged by  
**Fogg Travel Insurance Services Limited**  
Crow Hill Drive, Mansfield, Notts. NG19 7AE England  
Tel. +44 (0)1623 631331 Fax. +44 (0)1623 420450  
Email. sales@foggtravelinsurance.com

Valid for issue between

**1 June 2009 and 30<sup>th</sup> June 2010**

in respect of departures between

**1 June 2009 and 31<sup>st</sup> December 2010**

## Age Limit

This insurance is not valid for persons aged over 80 years at date of departure or 65 years and over at date of departure travelling for more than 31 days.

## Summary of Cover

Section	Maximum Benefit	Excesses
1. CANCELLATION LOSS OF DEPOSIT	£3,000*	£100 £10
2. MEDICAL AND EMERGENCY EXPENSES	£5,000,000	£100
Area 1 Limit	£2,000	
3. HOSPITAL EXPENSES	£600	Nil
4. ABANDONMENT OF THE JOURNEY	£3,000*	£100
5. PERSONAL ACCIDENT Death limited to £5,000	£25,000**	Nil
6. BAGGAGE	£1,750	£75
Single item limit	£500	
Valuables limit	£500	
Emergency Baggage	£150	Nil
Loss of Travel Documents	£250	Nil
7. PERSONAL MONEY	£500	£75
Cash limit	£300	
Event / match ticket limit	£500	
8. PERSONAL LIABILITY	£2,000,000	£250
9. a) DELAYED ARRIVAL	£100	Nil
b) CANCELLATION	£3,000*	£100
10. MISSED DEPARTURE	£1,000	Nil
11. LEGAL EXPENSES	£25,000	£250

### WINTER SPORTS COVER

only applicable if the appropriate additional Winter Sports premium has been paid at time of purchase of this insurance.

w1. PISTE CLOSURE	£200	First 24 hours
w2. UNUSED SKI PACK	£200	First 24 hours
w3. SKI EQUIPMENT	£500	£75
Hired Ski Equipment limit	£300	

\* increased to £4,000, £5,000, £6,000, £7,000 or £8,000 if appropriate additional premium paid at time of purchase of this insurance.

\*\* lower limits apply for certain ages.

## Geographical Areas

Area 1 - United Kingdom

Area 2 - The Continent of Europe, the Channel Islands, West of the Ural Mountains, Madeira, Canary Islands, Iceland, the Azores, Mediterranean Islands and non European Countries bordering the Mediterranean (excluding Lebanon and Libya).

Area 3 - World-wide including USA/Canada.

## Claims

In respect of any claim (other than for Section 11 Legal Expenses) You can print the relevant claim form required online at [www.foggtravelinsurance.com](http://www.foggtravelinsurance.com) and click on claim forms – or alternatively You can contact:

**FOGG TRAVEL INSURANCE SERVICES LIMITED,**  
Crow Hill Drive, Mansfield, Notts. NG19 7AE England  
Tel +44 (0)1623 631331 Fax +44 (0)1623 420450  
Quoting **SPORTSWORLD – FOGG** scheme

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

For Section 11 **Legal Expenses** claims or enquiries contact:-

DAS Legal Expenses Insurance Company Limited,  
DAS House, Quay Side, Temple Back, BS1 6NH England

Tel +44 (0)117 934 2111 or +44 (0)117 976 2030 Quoting TV1/4972902

## What Is Not Covered

Any payment which You would normally have made during Your travels if nothing had gone wrong.

## Health

Although this policy does not contain a health warranty it does exclude any claim caused by or arising from:-

1. Material Facts which are not declared to the Referral Helpline either when the Insured Person purchased this insurance or up to the date of the Insured Persons Journey. This includes that of a Close Relative or Close Business Associate who may not be travelling with You but on whom the travel plans may depend. See also the Material Facts Section below.
2. for any claims arising if at the time of buying this insurance the Insured Person or a travelling companion:-
  - a) is aware of any circumstances which could reasonably be expected to give rise to a claim under this insurance.
  - b) have had a cancerous, cardio-vascular, cerebro-vascular, renal, psychiatric or mental condition.
  - c) have had any other medical condition which is under the supervision of a hospital or a consultant or doctor, or has required any hospital admission or treatment in the previous 6 months.
  - d) have been taking continuous medication and have had any change in medication or increase in dosage in the last 6 months, resulting from a deterioration in the condition being treated.
  - e) have any medical conditions for which the Insured Person is on a hospital or specialists waiting list for in patient or out patient treatment or investigation.
  - f) are awaiting the results of any tests or investigations or are aware of any medical condition of any relative or Close Business Colleague whether travelling with the Insured Person or not, on whose state of health the Insured Persons decision to Abandon the journey may depend.
  - g) have been advised of a terminal prognosis.

However the Insurers may agree not to apply exclusions 1) or 2) a) to g) or the Insurers may impose special terms if the Insured Person applies to the Insurers with details of the condition and this insurance is suitably endorsed.

To make a health declaration please contact the Referral Helpline on **+44 (0)1623 635958** or **+44 (0)845 1300198** during normal working hours quoting **SPORTSWORLD – FOGG** scheme. Your enquiry will be handled confidentially and you will be advised of the extent of cover that can be provided. You will be given a Helpline Reference Number. In the event of any medical emergency abroad the Helpline reference MUST be given to the Emergency Assistance Company.

When calling please have details of Your condition and the names and dosage of any medication you are taking.

## Material Facts

You **MUST** tell us all material facts. A material fact is one which is likely to influence us in accepting Your insurance. This could be Your medical history or that of a travelling companion, Close Relative or Close Business Associate or other person on whose state of health a decision by you to cancel or Abandon Your trip depends. If between purchasing this insurance and Your date of travel a material fact becomes known or changes you must tell us and we reserve the right to impose special terms. If you are in doubt as to whether a fact is 'material', you should tell us by contacting the Referral Helpline on telephone **+44 (0)1623 635958** or **+44 (0)845 1300 198** during normal office hours quoting scheme **SPORTSWORLD - FOGG** scheme. If you do not this may result in Your claim not being paid.

Your enquiry will be handled confidentially and you will be advised in writing of the extent of cover that can be provided. You will also be given a Helpline Reference.

## Condition

It is a requirement of this insurance that if between the date of purchasing this insurance and the date of the Journey the Insured Person is diagnosed as having a medical condition as described above, the Insured Person must contact the Referral Helpline on telephone **+44 (0)1623 635958** or **+44 (0)845 1300 198** during normal working hours quoting **SPORTSWORLD – FOGG** scheme. If the details disclosed are unsatisfactory the Insurers reserve the right to impose special terms.

## Special Condition

It is a condition precedent to any liability under this insurance that immediate notice must be given to the Emergency Assistance Company of any illness or injury which necessitates admittance to hospital as an in-patient or before any arrangements are made for repatriation.

## Period Of Insurance

The Period of Insurance under the Cancellation Section commences from the date of purchase of this insurance and terminates on the commencement of the planned journey or trip. All other sections shall commence at the time of leaving the normal place of residence or business (whichever is the later) in Your Home Country and shall terminate on return thereto on completion of the journey or trip as specified in the itinerary but shall not exceed the period stated on the **SPORTSWORLD – FOGG** scheme booking invoice. In any event cover will commence no more than 24 hours prior to the booked departure time from Your Home Address and will cease no more than 24 hours after the booked return to Your Home Address.

The cover operates only where all of the following conditions are satisfied:-

1. All of the persons entitled to benefit under this policy are normally resident in Your Home Country at the date of issue of the policy; and
2. The trip is a conventional holiday or a business trip of a commercial nature; and
3. It is a round trip commencing in and returning to Your Home Country during the Period of Insurance; and
4. This insurance is issued in the United Kingdom.

#### Extension Of Period Of Insurance

If the homeward journey cannot be completed before the expiry of the Period of Insurance this policy shall remain in force without additional premium as follows:-

1. Up to 14 days in the event of delay to any vehicle, vessel or aircraft in which You are travelling as a ticket holding passenger.
2. Up to 30 days if the intended return journey is prevented due to Your bodily injury or illness. In this event we will also continue to pay medical treatment under Item 1 of the Medical Expenses Section (up to the sum Insured provided by the policy) for this period or such extension of period as is medically certified as being necessary and as long as cover has been accepted by us under item 1. of the Medical Expenses Section.

#### 24 Hour Worldwide Emergency Medical Service

The cost of the Medical Emergency Service may be met under this insurance. The operation and availability of the service will be governed by the terms, conditions and exclusions contained in this Policy Wording and will be operated by:-

#### FOGG ASSIST

Tel. +44 (0)845 658 9899 OR +44 (0)20 7902 7409

An experienced Emergency Assistance Co-ordinator will deal with Your enquiry and will then ensure:-

1. where necessary hospitals are contacted.
2. necessary medical fees are guaranteed.
3. medical advisers are consulted.
4. where medically necessary in the opinion of our medical advisers arrangements are made for repatriation to Your Home Address and the best method of transportation adopted. If You need help please phone advising that You are insured under scheme **SPORTSWORLD – FOGG** scheme.

Where any illness or injury necessitates admittance to a hospital it is imperative that the Emergency Assistance Company is contacted prior to any arrangement. If this is not possible because the condition is life, limb or organ threatening, the Emergency Assistance Company must be contacted as soon as possible thereafter.

You must contact the Emergency Assistance Company within 24 hours if Your medical bills are likely to exceed £500.

This is not a general health insurance. It only covers You in the event of any sudden and unexpected accident or the onset of sickness or illness and does not cover ELECTIVE (non-emergency) treatment.

#### Reciprocal Health Agreement

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:

Republic of Ireland residents [www.ehic.ie](http://www.ehic.ie) or by contacting your Local Health Office

United Kingdom residents [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.

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.

#### Foreign And Commonwealth Office

This insurance does not provide any cover in respect of any journey to a destination where the Foreign and Commonwealth Office has advised against travel. If you are unsure whether there is a travel warning for Your destination, please check with the Foreign and Commonwealth Office (phone 44 (0)20 7008 1500 or visit their website at [www.fco.gov.uk](http://www.fco.gov.uk)).

#### Definitions

“Abandonment/Abandon” means returning to Your home address prior to the scheduled return date or being confined to hospital for the remainder of Your holiday/journey, in which case a proportionate refund will be made of pre-paid charges. The refund for accommodation will be based on each day You have lost but a proportionate refund of travel expenses will be paid only if You cannot use Your return ticket.

“Close Business Associate” means an associate of You in the same employment as You whose absence from work or place of employment necessitates the cancellation or Abandonment of the journey/trip as certified by a Senior Director of such company.

“Close Relative” means mother, father, sister, brother, wife, husband, daughter, son, grandparent, grandchild, parent-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, step-parent, step-child, step-sister, step-brother.

“Costs and Expenses” All reasonable and necessary costs chargeable by the Representative on a standard basis. DAS will also pay the costs incurred by opponents in civil cases if an Insured Person has been ordered to pay them, or pays them with DAS’s agreement.

“Date of Occurrence” The date of the event which may lead to a claim. If there is more than one event arising at different times from the same cause, the Date of Occurrence is the date of the first of these events.

“Emergency Assistance Company” means FOGG ASSIST.

“Hijack” means the unlawful seizure or wrongful exercise of control of the aircraft or ship [or the crew thereof] in which You are travelling as a fare paying passenger.

“Home Address/Home Country” means Your permanent place of residence within the United Kingdom or Republic of Ireland.

“Immediate Relative” means mother, father, sister, brother, wife, husband, daughter or son.

“Insured Incident” means DAS will negotiate for the Insured Person’s legal rights after an event which causes the death of, or bodily injury to, an Insured Person.

“Insured Person” means each person who an insurance premium has been paid for as shown on the **SPORTSWORLD** confirmation and deposit receipt.

“Legal Expenses Insurer” means DAS Legal Expenses Insurance Company Limited.

“Loss of Limbs” means loss by physical severance at or above the wrist or ankle or the total and permanent loss of use of an entire hand, arm, foot or leg.

“Material Facts” means You must tell us all material facts. A material fact is one which is likely to influence us in accepting Your insurance. This could be Your medical history or that of a travelling companion, relative or Close Business Associate or other person on whose state of health a decision by You to cancel or Abandon Your trip depends. If between purchasing this insurance and Your date of travel a material fact becomes known or changes You must tell us and we reserve the right to impose special terms, If You are in doubt as to whether a fact is ‘material’, You should contact the Referral Helpline on **+44 (0)1689 892245** during normal working hours quoting **SPORTSWORLD – FOGG** scheme. If You do not, this may result in Your claim not being paid. Your enquiry will be handled confidentially and You will be advised in writing the extent of cover that can be provided. You will also be given a Helpline Reference.

“Mugging” means the violent and threatening attack necessitating Your medical treatment.

“Permanent Total Disablement” means permanent and total disablement from engaging in or attending to any kind of profession or occupation.

“Redundancy” means being an employee where You 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.

“Representative” The lawyer or other suitably qualified person who has been appointed by DAS to act for an Insured Person in accordance with the terms of this section.

“Scheduled Destination” means the destination where you are booked to stay for more than 1 day.

“Ski Equipment” means skis, snowboards, sticks, bindings, boots, ski suits and salopettes.

“Terrorist Action” means 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.

“Total Loss of Sight” means complete and irrecoverable loss of sight.

“Travel documents” means current passports, valid visas, ESTA, travel tickets and European Health Insurance Card (EHIC) and reciprocal health form E112.

“Travelling Companion” means an accompanying person without whom the journey or trip cannot commence or continue.

“United Kingdom” means Great Britain, Northern Ireland, 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, spectacles, sunglasses, binoculars, telescopes, antiques, jewellery, watches, furs, precious or semi-precious stones, articles made of or containing gold silver or other precious metals or leather or suede, films, tapes, cassettes, cartridges, discs or Compact Discs.

"We/Us/Insurers" means Tokio Marine Europe Insurance Limited.

"Winter Sports" means skiing, snow boarding, ice skating, sleigh ride (passenger only), tobogganing (excluding cresta runs, lugging, skeletoning), ski-doo's (excluding Personal Liability cover), snow mobiling (excluding Personal Liability cover).

"You/Your/Insured Person" means each person who an insurance premium has been paid for as shown on the **SPORTSWORLD** confirmation and deposit receipt.

**Subject to the terms of this policy Insurers will indemnify You, during the Period of Insurance for which We have accepted Your premium, up to the sums insured provided in respect of :**

### Section 1 - Cancellation

Refund of deposits which are not recoverable and any other amount which You are legally obliged to pay in respect of unused travel and accommodation and event and/or match ticket costs or charges up to £3,000 (increased to either £4,000, £5,000, £6,000, £7,000 or £8,000 provided the appropriate additional premium has been paid at time of purchase of this insurance) for each Insured Person (purchased prior to the date of departure from Your Home Address and prior to any occurrence giving rise to a claim) in the event of unavoidable cancellation of the journey or trip as a result of any of the following occurring after the date of issue of this insurance:-

- a) The accidental bodily injury to or illness or quarantine or death of Yourself or of Your Travelling Companion or of any person with whom You have arranged to stay.
- b) The accidental bodily injury to or serious illness or death:-
  - i. of any Close Relative in Your Home Country.
  - ii. of any Immediate Relative elsewhere in the World.
  - iii. of Your fiancé(e).
  - iv. of any Close Business Associate in Your Home Country of any Insured Person under this policy.

#### IMPORTANT

All claims resulting from accidental bodily injury, illness, quarantine or death must be supported by medical report(s) and/or death certificate as applicable.

2. You or Your Travelling Companion being summoned for Jury Service or called as a witness in a Court of Law during the Period of insurance.
3. You being made involuntarily redundant and certified as such by the Employment Service.
4. a) Your home becoming uninhabitable following fire, storm or flood up to 14 days before the departure date.  
b) Your presence being required by the Police following burglary at Your home or place of business.

#### LIMIT OF AMOUNT PAYABLE

The total amount payable in respect of each Insured Person is up to £3,000 (increased to either £4,000, £5,000, £6,000, £7,000 or £8,000 provided the appropriate additional premium has been paid at time of purchase of this insurance).

#### WHAT IS NOT COVERED

1. Any claim where the proposed trip is a result of a prize draw or competition.
2. Any payment where You have not suffered any financial loss.
3. Exclusions are listed after Section 5 and under General Exclusions.

### Section 2 - Medical And Emergency Expenses

#### Please note :

- If You are admitted to hospital this must be reported to our appointed Emergency Assistance Company as soon as it is practically possible and at least within 24 hours.
- If Your medical bills are likely to exceed £500 You must contact the Emergency Assistance Company within 24 hours.

Please see the '24 Hour Worldwide Emergency Medical Service' section of this insurance policy for details.

1. Expenses itemised below if You suffer accidental bodily injury, illness or death during the Period of Insurance.
  - a) Emergency medical, surgical or hospital treatment (including rescue services to take You to hospital).
  - b) Emergency dental treatment for the immediate relief of pain up to a limit of £250.
  - c) Costs of burial or cremation in the country abroad where Your death occurred plus the cost of conveying the ashes to Your Home Address up to a limit of £1,500.
  - d) Costs to transport Your body to Your Home Address.
  - e) Where medically necessary reasonable additional charges for accommodation of a similar standard to the accommodation which was enjoyed for the duration of the journey or trip if available if it is necessary for You to stay beyond the intended return date and travel expenses which You have to pay to get back to Your Home Address if You cannot use Your return ticket.

2. Expenses incurred in the repatriation of You to Your Home Address if it is medically necessary following accidental bodily injury or illness during the Period of Insurance.

Items 1e) and 2 include the expense of any one relative or friend who is required on medical advice to travel to, remain with or accompany You.

#### LIMIT OF AMOUNT PAYABLE

The total amount payable in respect of each Insured Person shall not exceed the amount stated in the Summary of Cover for each Insured Person. In respect of Item 1(a), 1(b) and 1(c) We shall only pay for costs incurred while You are abroad and outside Your Home Country during the Period of Insurance unless Your homeward journey cannot be completed before the expiry of the Period of Insurance, in which case the Extension of Period of Insurance clause automatically applies.

#### SPECIAL CONDITIONS

1. It is a condition precedent to any liability under this Insurance that immediate notice must be given to the Emergency Assistance Company of any illness or injury which necessitate admittance to hospital as an in-patient or before any arrangements are made for repatriation.
2. Repatriation to Your Home Address will be arranged when this is considered to be medically necessary in the opinion of the doctor in attendance and the Insurers medical advisers. In the event of injury or illness which results in a claim under the policy Insurers reserve the right to minimise any potential loss by repatriating You back to Your Home Address before or after the end of the Period of Insurance.

#### WHAT IS NOT COVERED

Exclusions are listed after Section 5 and under the General Exclusions.

### Section 3 - Hospital Expenses

If You are admitted as an in-patient to a hospital licensed for surgery abroad due to accidental bodily injury or illness sustained during the Period of Insurance an amount for incidental expenses will be paid in addition to any medical expenses covered under Section 2.

#### LIMIT OF AMOUNT PAYABLE

We will pay an amount of £25 per complete 24 hours up to the amount stated in the Summary of Cover for every complete 24 hour period You are hospitalised.

#### WHAT IS NOT COVERED

Exclusions are listed after Section 5 and under the General Exclusions.

### Section 4 - Abandonment of the Journey

1. Proportionate refund of unused travel and accommodation and event ticket and/or match costs or charges up to £3,000 (increased to either £4,000, £5,000, £6,000, £7,000 or £8,000 provided the appropriate additional premium has been paid at time of purchase of this insurance) for each Insured Person (purchased prior to the date of departure from Your Home Address and prior to any occurrence giving rise to a claim) in the event of unavoidable Abandonment of the journey or trip as a result of any of the following occurring after the commencement of the journey or trip:-
  - a) The accidental bodily injury, illness, quarantine or death of Yourself or of Your Travelling Companion or of any person with whom You have arranged to stay.
  - b) The accidental bodily injury to or serious illness or death:-
    - i. of any Close Relative in Your Home Country.
    - ii. of any Immediate Relative elsewhere in the World.
    - iii. of Your fiancé(e).
    - iv. of any Close Business Associate in Your Home Address of any Insured Person under this policy.

#### IMPORTANT

All claims resulting from accidental bodily injury, illness, quarantine or death must be supported by medical report(s) and/or death certificate as applicable.

2. Reasonable additional travel and accommodation expenses which You incur if it is necessary for You to return to Your Home Address (and You cannot use Your return ticket) due to the accidental bodily injury to or serious illness or death of any close relative, fiancé(e) or close business associate of Yours (or of a Travelling Companion) not travelling with You and resident in Your Home Country.
3. a) Your home becoming uninhabitable following fire, storm or flood.  
b) Your presence being required by the Police following burglary at Your Home Address or place of business.

Item 2 includes the expense of any one relative or friend who is required on medical advice to travel to, remain with or accompany You.

#### LIMIT OF AMOUNT PAYABLE

The total amount payable in respect of each Insured Person is up to £3,000 (increased to either £4,000, £5,000, £6,000, £7,000 or £8,000 provided the appropriate additional premium has been paid at time of purchase of this insurance).

#### WHAT IS NOT COVERED

1. Any claim where the proposed trip is a result of a prize draw or competition.
2. Any payment where You have not suffered any financial loss.
3. Exclusions are listed after Section 5 and under General Exclusions.

## Section 5 - Personal Accident

Bodily injury suffered by You during the Period of Insurance caused by an accident resulting solely and independently of other causes in death, loss of sight or loss of limb or permanent total disablement. The benefit shown below will be paid to You or Your legal personal representative.

### BENEFITS

Item 1 Death (reduced to £2,500 for Insured Person under the age of 16 years)	£5,000
Item 2 Loss of one or more limbs and/or total loss of sight in one or both eyes	£25,000
Item 3 Permanent Total Disablement after 104 weeks except when compensation is paid under Item 2	£25,000

### SPECIAL CONDITIONS

1. Death, loss of sight or loss of limb or permanent total disablement must occur within one year of the injury.
2. Benefit shall not be payable under more than one item and any such payment shall end this section of the Policy in respect of You.

### WHAT IS NOT COVERED

Exclusions are listed below and under General Exclusions.

### EXCLUSIONS APPLICABLE TO SECTIONS 1, 2, 3, 4 & 5

1. We shall not make any payment in respect of a medical condition of any Insured Person for:-
  - a) any expenses or fees for any in-patient treatment or repatriation which have not been notified to and authorised by Insurers or the Emergency Assistance Company.
  - b) the cost of any elective (non-emergency) treatment or surgery including exploratory tests, which are not directly related to the illness or injury which necessitated Your admittance into hospital, or dental work.
  - c) any form of cosmetic surgery and surgery or treatment which in the opinion of the Doctor in attendance and Insurers medical advisers can reasonably be delayed until Your return to Your Home Address.
  - d) any dental work involving precious material.
  - e) medication, which at the time of departure is known to be required or to be continued outside Your Home Address.
  - f) any additional costs arising from single or private room accommodation.
  - g) treatment or services provided by a health spa, convalescent or nursing home or any rehabilitation centre.
  - h) charges levied for services rendered or treatment received after 12 months from the date of any incident giving rise to a claim.
2. We shall not make any payment in respect of a medical condition of any Insured Person for which (at the time of purchasing insurance) You:-
  - a) are receiving in-patient treatment.
  - b) are on a waiting list for in-patient treatment.
  - c) have received a terminal prognosis.
  - d) are intending to travel against the advice of a qualified medical practitioner, or
  - e) are advised that continuation of medical treatment will be required during the Period of Insurance.
3. We shall not make any payment in respect of any claim arising out of Material Facts which are not declared to the Referral Helpline or to us either when the Insured Person purchased this insurance or up to the date of the Insured Person's Journey.
4. We shall not make any payment for any claims arising if at the time of buying this insurance the Insured Person or a travelling companion:-
  - a) is aware of any circumstances which could reasonably be expected to give rise to a claim under this insurance.
  - b) have had a cancerous, cardio-vascular, cerebro-vascular, renal, psychiatric or mental condition.
  - c) have had any other medical condition which is under the supervision of a hospital or a consultant or doctor, or has required any hospital admission or treatment in the previous 6 months.
  - d) have been taking continuous medication and have had any change in medication or increase in dosage in the last 6 months, resulting from a deterioration in the condition being treated.
  - e) have any medical conditions for which the Insured Person is on a hospital or specialists waiting list for in patient or out patient treatment or investigation.
  - f) are awaiting the results of any tests or investigations or are aware of any medical condition of any relative or Close Business Colleague whether travelling with the Insured Person or not, on whose state of health the Insured Persons decision to Abandon the journey may depend.
  - g) have been advised of a terminal prognosis.However the Insurers may agree not to apply exclusions 3) or 4) a) to g) or the Insurers may impose special terms if the Insured Person applies to the Insurers with details of the condition by contacting the Referral Helpline and this insurance is suitably endorsed.  
To declare a medical condition please refer to 'Material Facts' and 'Health' on the second page of this policy.

5. We shall not make any payment in respect of death, injury, illness or permanent total disablement resulting from:-
  - a) any emotional disorders, mental illness, anxiety state and/or depression.
  - b) or arising in connection with pregnancy or childbirth where the expected date of birth is before, or within 8 weeks of the expiry of the Period of Insurance.
  - c) flying or other aerial activities except while travelling in a properly licensed passenger carrying aircraft being operated by a licensed commercial air carrier.
  - d) motor cycling as a driver or passenger
    - i. on machines exceeding 125 cc engine capacity hired outside Your Home Country and/or;
    - ii. motorcycling as either a driver or passenger unless the person driving the motorcycle holds a current valid full motorcycle license permitting them to drive such motorcycle.
  - e) mountaineering or rock climbing ordinarily necessitating the use of ropes or guides, bungee jumping, sub-aqua diving in excess of 10 metres, pot-holing or association or rugby football, white water rafting grade 4 and above (unless appropriate additional premium has been paid at time of purchase of this insurance to cover grade 4 only, excluding grade 5 and above), white water canoeing or kayaking grade 4 and above (unless appropriate additional premium has been paid at time of purchase of this insurance to cover grade 4 only, excluding grade 5 and above), hot air ballooning unless You are a passenger only, safaris (except organised safaris without guns).
  - f) engaging in or practising for speed or time trials, sprint or racing of any kind
  - g) manual work of any kind.
  - h) Winter Sports of any kind (unless the appropriate additional premium has been paid at time of purchase of this insurance when this exclusion shall read any form of ski racing, competition or training therefore, ski jumping, water ski jumping, ski flying, ski acrobatics, stunting, bob sleighing or skeletoning).
  - i) participation in expeditions or the crewing of a sea going vessel (other than flotilla holidays) involving overnighing at sea.

Exclusions 5(c) to (i) do not apply to Cancellation and in respect of Abandonment they apply only to You.

6. We shall not make any payment for Cancellation arising from unemployment caused by or resulting from gross misconduct on the part of You leading to dismissal or from resignation or voluntary redundancy or where a warning or notification of redundancy was given prior to the application for insurance.
7. We shall not make any payment for Cancellation arising from Your failure to obtain the required passport or visa or ESTA.
8. We shall not make any payment for Cancellation arising from Your carriers refusal to allow You to travel for whatever reason.
9. We shall not pay the first £100 of each claim per Section per Insured Person in respect of Cancellation, Abandonment, Medical and Emergency Expenses reducing to £10 in respect of Loss of Deposits.
10. We shall not make any payment for Your disinclination to travel or for Your loss of enjoyment during the journey or trip.
11. Failure to advise Your Tour Operator and/or Travel Agent in writing of Your need to cancel immediately that You are aware that cancellation of the holiday/journey is necessary.
12. We will not cover items listed within the General Exclusions.

## Section 6 - Baggage

1. Loss of or damage during the Period of Insurance to personal belongings (including clothing worn) and personal baggage taken or owned by You. The Insurers will have the option to repair, reinstate or replace or provide a cash settlement.
2. If Your baggage is temporarily lost in transit on the outward journey and not restored to You within 12 hours We will pay for the emergency purchase of essential replacement items, and supported by receipts, up to the amount stated in the Summary of Cover in any one Period of Insurance. You must obtain written confirmation from the Carrier of the number of hours delay. If the baggage proves to be permanently lost the overall baggage sum insured shall apply and any amount paid shall be deducted from the final claim settlement under 1.
3. Loss or theft of Your Travel Documents while abroad during the Period of Insurance. We will pay reasonable additional travel and accommodation expenses necessarily incurred abroad in obtaining replacement Travel Documents including the cost of the temporary replacement passport itself.

### PROVIDED THAT

Any amount so paid under 2 above will be deducted from any payment made under 1 above of this Section in respect of the same incident.

### LIMIT OF AMOUNT PAYABLE

The total amount payable in respect of each Insured Person is up to the amount stated in the Summary of Cover with the inner limits for any single article, pair or set of articles, loss of passport and in respect of Valuables for each Insured Person.

## SPECIAL CONDITIONS

1. You must, at all times take reasonable precautions to ensure the safety and supervision of Your property. If it is lost or damaged whilst in the care of a transport company, authority or hotel You must report to them, in writing details of the loss or damage and obtain written confirmation. If baggage is lost or damaged by the airline You must:-
  - a) obtain a Property Irregularity Report.
  - b) give formal written notice of the claim to the airline within the time limit contained in their conditions of carriage (and retain a copy).
  - c) keep all travel tickets and tags for submission if a claim is to be made under this policy.
2. Reasonable precautions must, at all times, be taken to ensure the safety and supervision of Your Baggage and Money and You should take all practical steps to recover Baggage lost or stolen.

## WHAT IS NOT COVERED

Exclusions are listed after Section 7 and under the General Exclusions.

## Section 7 - Personal Money

Loss of cash, travellers' cheques, bills of credit, travel tickets, event tickets, match tickets, driving licence, hotel vouchers, green cards, passports, held by You for social and domestic purposes during the Period of Insurance.

## LIMIT OF AMOUNT PAYABLE

The total amount payable in respect of each Insured Person is up to the amount stated in the Summary of Cover, with an inner limit applying in respect of cash.

## SPECIAL CONDITION

Reasonable precautions must, at all times be taken to ensure the safety and supervision of Your Personal Money and You should take all practicable steps to recover Personal Money lost or stolen.

## WHAT IS NOT COVERED

Exclusions are listed below and under the General Exclusions.

## EXCLUSIONS APPLICABLE TO SECTIONS 6, 7 & 15

We shall not pay for:-

1. cracking, scratching or breakage of glass (other than lenses in cameras, binoculars, telescopes and spectacles), china or similar fragile articles.
2. pedal cycles or contact lenses, mobile telephones, SIM cards, mobile prepayment cards, lost or stolen mobile telephone call charges and/ or mobile telephone accessories.
3. wear and tear, depreciation, deterioration or damage by moth, vermin or by any process of cleaning, repairing or restoring.
4. loss or theft of baggage, Valuables, and personal money not reported to the Police within 24 hours of discovery or Your carrier or tour operator's representative and a written report obtained. For theft a police report must be obtained.
5. 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 £100.
6. loss of, or damage to, property that does not belong to You or any member of Your family.
7. household goods and anything shipped as freight.
8. delay, detention, seizure or confiscation by Customs or other officials.
9. items used in connection with Your employment or occupation, bonds, securities or documents of any kind.
10. Loss, theft or damage of Valuables and Personal Money while in transit or unattended (other than in Your personal holiday accommodation) and outside of Your control. Safety deposit boxes, where available, must be used for Personal Money & Valuables.
11. loss of baggage (but not Valuables) from an unattended vehicle unless between 8.00 am and 9.00 pm local time (during daytime) :-
  - a) secured in the locked boot of the locked vehicle or coach
  - b) contained in the luggage space at the rear of a locked Estate car or locked hatchback under its top cover out of view where entry was gained by violent and forcible means.
12. loss of Valuables and/or personal money from an unattended vehicle.
13. shortages due to error omission or depreciation.
14. the first £75 of each claim separately for baggage and personal money per Insured Person.
15. electrical or mechanical breakdown or derangement.

16. sports equipment whilst in use other than Ski Equipment if the appropriate additional Winter Sports premium has been paid at time of purchase of this insurance.

17. business goods or samples.

18. the cost of replacing or repairing dentures.

19. items listed within the General Exclusions.

## Section 8 - Personal Liability

All sums which You become personally legally liable to pay in the event of:

1. death or bodily injury of any person.
2. loss or damage to property arising from an accident occurring during the Period of Insurance.

## LIMIT OF AMOUNT PAYABLE

The total amount payable for all claims made against You arising from any one occurrence is up to the amount stated in the Summary of Cover. We will also pay any extra costs and expenses awarded against You or incurred by You with our written consent.

## WHAT IS NOT COVERED

1. Punitive and exemplary damages.
2. Liability arising from:-
  - a) death or bodily injury of Your employees or close or immediate relatives.
  - b) loss of or damage to property which belongs to You or under the control of You or a member of Your family or household or a person employed by You.
  - c) Your trade, business or profession.
  - d) the ownership or occupation of any land or building (other than occupation only of any temporary holiday accommodation).
  - e) the ownership, possession or use of animals (other than domestic animals), firearms, mechanically propelled vehicles, vessels (other than manually propelled watercraft) or aircraft of any description.
  - f) mountaineering or rock climbing ordinarily necessitating the use of ropes or guides, bungee jumping, sub-aqua diving in excess of 10 metres, pot-holing or association or rugby football, white water rafting grade 4 and above (unless appropriate additional premium has been paid at time of purchase of this insurance to cover grade 4 only, excluding grade 5 and above), white water canoeing or kayaking grade 4 and above (unless appropriate additional premium has been paid at time of purchase of this insurance to cover grade 4 only, excluding grade 5 and above), hot air ballooning unless You are a passenger only, safaris (except organised safaris without guns).
  - g) pot-holing or organised team football, engaging in or practising for speed or time trials, sprints or racing of any kind, Winter Sports of any kind (unless the appropriate additional premium has been paid at time of purchase of this insurance when this exclusion shall read any form of ski racing, competition or training therefore, ski jumping, water ski jumping, ski flying, ski acrobatics, stunting, bob sleighing or skeletoning).
3. the first £250 in respect of each and every event that causes a claim.
4. We will not cover items listed within the General Exclusions.

## Section 9 - Delayed Arrival & Delay Cancellation

Delay in departure of the coach, train, ship or aircraft in which You are booked to travel.

We will:-

1. pay the sum of £20 compensation if You are delayed in arriving at Your first Scheduled Destination on Your outward journey from Your Home Country or return trip to Your Home Country from your last Scheduled Destination for more than 12 hours. If the delay in arrival continues we will pay a further sum of £20 for each complete period of 12 hours of delay in arrival up to a maximum amount stated in the Summary of Cover per Insured Person or
2. refund non-recoverable deposits and other pre-paid holiday charges up to £3,000 (increased to either £4,000, £5,000, £6,000, £7,000 or £8,000 provided the appropriate additional premium has been paid at time of purchase of this insurance) if after 24 hours delayed departure of the outward journey from Your Home Address You choose to cancel the journey/trip.

The period of delay will be calculated from the date and time of departure of the ship or aircraft specified in Your itinerary. You must check in according to such itinerary and obtain written confirmation from the Carrier or their handling agents stating the actual date and time of departure and reason for such delay.

## PROVIDED THAT

Compensation is only payable if no claim is made under Section 10 - Missed Departure.

## LIMIT OF AMOUNT PAYABLE

The total amount payable in respect of each Insured Person is up to the amount stated in the Summary of Cover.

## WHAT IS NOT COVERED

We shall not make any payment:-

1. in respect of strike or industrial action existing or notified by declaration of intent at or prior to the date this insurance is purchased.
2. under more than one item of this Section.
3. any compensation for delayed arrival unless You have obtained written confirmation from Your airline, railway company, shipping line or their handling agents or coach operator that shows the reason for the delay, the scheduled arrival time and the actual arrival time of Your flight, international train, sailing or coach.
4. any compensation for delay cancellation unless You have obtained written confirmation from Your airline, railway company, shipping line or their handling agents or coach operator that shows the reason for the delay, the scheduled departure time and the actual departure time of Your flight, international train, sailing or coach.
5. any compensation when Your tour operator has rescheduled Your flight itinerary prior to Your departure.
6. under item 2 in respect of the first £100 of each claim per Insured Person.
7. for items listed within the General Exclusions.

## Section 10 - Missed Departure

Reasonable additional accommodation and travel expenses necessarily incurred in reaching Your overseas destination or returning to Your Home Address should You fail to arrive at the port, rail terminal, or airport in time to board the vessel or aircraft in which You are booked to travel on Your final international departure on the outward journey from Your Home Country or Your final international departure on the return journey to Your Home Country as a result of:-

1. failure of public transport, or
2. the vehicle in which You are travelling being subject of an accident or breakdown or
3. the vehicle in which You are travelling being subject to abnormal and unforeseeable traffic congestion increasing Your journey time by a further 3 hours over and above the original journey time.

## PROVIDED THAT

Compensation is only payable if no claim is made under Section 9 – Delayed Arrival and Delay Cancellation.

## LIMIT OF AMOUNT PAYABLE

The total amount payable in respect of each Insured Person is up to the amount stated in the Summary of Cover.

## SPECIAL CONDITIONS

1. You must take all reasonable steps to arrive in time at the departure port or airport as specified in the itinerary.
2. You must supply a repairers report in the event of an accident or breakdown to the vehicle in which You are travelling.

## WHAT IS NOT COVERED

We shall not make payment for:

1. claims arising from strike, riot, industrial action or civil commotion in respect of which a warning has been given prior to the commencement of the planned journey/trip.
2. failure to service the vehicle in accordance with the Manufacturers instructions.
3. claims arising from Your failure to allow sufficient time for Your journey to the International port, International rail terminal, or airport to check-in by the time shown on Your travel itinerary.
4. items listed within the General Exclusions.

## Section 11 – Legal Expenses

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

DAS agree to provide the insurance in this section as long as:-

1. the Date of Occurrence of the Insured Incident is during the Operative Time; and
2. any legal proceedings will be dealt with by a court, or other body which DAS agree to; and
3. for civil claims, it is always more likely than not that an Insured Person will recover damages (or obtain any other legal remedy which DAS have agreed to) or make a successful defence.

DAS will help in appealing or defending an appeal as long as the Insured Person tells DAS within the time limits allowed that they want DAS to appeal. Before DAS pay the Costs and Expenses for appeals, DAS must agree that it is always more likely than not that the appeal will be successful.

DAS will only pay the Costs and Expenses charged by a Representative appointed by DAS.

The most DAS will pay for all claims resulting from one or more event arising at the same time or from the same cause is £25,000.

## WHAT IS NOT COVERED

DAS shall not be liable for:-

1. A claim reported to DAS more than 180 days after the Insured Person should have known about the Insured Incident.
  2. An incident or matter arising before the start of this cover.
  3. Costs and Expenses incurred before DAS's written acceptance of a claim.
  4. Any claim relating to any illness or bodily injury which happens gradually or is not caused by a specific or sudden accident.
  5. Defending an Insured Person's legal rights, but defending a counter-claim is covered.
  6. Fines, penalties, compensation or damages which an Insured Person is ordered to pay by a court or other authority.
  7. An Insured Incident intentionally brought about by an Insured Person.
  8. A legal action that an Insured Person takes which DAS or the Representative have not agreed to, or where an Insured Person does anything that hinders DAS or the Representative.
  9. A claim relating to an Insured Person's alleged dishonesty or alleged violent behaviour.
  10. A claim relating to written or verbal remarks which damage an Insured Person's reputation.
  11. A dispute with DAS not otherwise dealt with under Condition 7.
  12. 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.
  13. Apart from DAS, the 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 Contract (Rights of Third Parties) Act 1999 does not apply to this section in relation to any third party rights or interest.
  14. An application for judicial review.
  15. Any Costs and Expenses that are incurred where the Representative handles the claim under a contingency fee agreement.
  16. A claim against Tokio Marine Europe Insurance Limited or Fogg Assist or their agents.
  17. A claim against any insurance intermediary agent of Tokio Marine Europe Insurance Limited.
  18. A claim against **SPORTSWORLD** or any Tour Operator, Travel Agent or Carrier or any provider under a 'Tour Operator' package arrangement.
  19. A claim relating to Deep Vein Thrombosis or its symptoms that result from an Insured Person travelling by air.
- ## SPECIAL CONDITIONS
1. An Insured Person must:-
    - a) try to prevent anything happening that may cause a claim;
    - b) take reasonable steps to keep any amount DAS have to pay as low as possible;
    - c) send everything DAS ask for, in writing;
  2. a) give DAS full details in writing of any claim as soon as possible and give DAS any information DAS need. DAS can take over and conduct in the name of an Insured Person
    - (i) any claim or legal proceedings at any time.
    - (ii) DAS can negotiate any claim on behalf of an Insured Person.
  - b) The Insured Person is free to choose a Representative (by sending DAS a suitably qualified person's name and address) if:-
    - (i) DAS agree to start court proceedings and it becomes necessary for a lawyer to represent the interests of an Insured Person in those proceedings; or
    - (ii) there is a conflict of interest.DAS may choose not to accept the Insured Person's choice, but only in exceptional circumstances. If there is a disagreement over the choice of Representative in these circumstances, the Insured Person may choose another suitably qualified person.
  - c) In all circumstances except those in 2(b) above, DAS are free to choose a Representative.
  - d) Any Representative will be appointed by DAS to represent an Insured Person according to DAS standard terms of appointment. The Representative must co-operate fully with DAS at all times.
  - e) DAS will have direct contact with the Representative.
  - f) An Insured Person must co-operate fully with DAS and the Representative and must keep DAS up to date with the progress of the claim.
  - g) An Insured Person must give the Representative any instructions that DAS require.
- 3.a) An Insured Person must tell DAS if anyone offers to settle a claim.

- b) If an Insured Person does not accept a reasonable offer to settle a claim, we may refuse to pay further Costs and Expenses.
- c) DAS may decide to pay the Insured Person the amount of damages that the Insured Person is claiming, or which is being claimed against them, instead of starting or continuing legal proceedings.
- 4.a) An Insured Person must tell the Representative to have Costs and Expenses taxed, assessed or audited, if DAS ask for this.
- b) An Insured Person must take every step to recover Costs and Expenses that DAS have to pay, and must pay DAS any Costs and Expenses that are recovered.
5. If the Representative refuses to continue acting for an Insured Person or if an Insured Person with good reason or if an Insured Person dismisses a Representative without good reason, the cover DAS provide will end at once, unless DAS agree to appoint another Representative.
6. If an Insured Person settles a claim or withdraws it without DAS agreement, or does not give suitable instructions to a Representative, the cover DAS provide will end at once and DAS will be entitled to reclaim any Costs and Expenses DAS have paid.
7. If DAS and an Insured Person disagree about the choice of Representative, or about the handling of a claim, DAS and the Insured Person can choose another suitably qualified person to decide the matter. DAS and the Insured Person must both agree to the choice of this person in writing. Failing this, DAS will ask the president of a relevant national law society to choose a suitably qualified person. All costs of resolving the disagreement must be paid by the party whose argument is rejected.
8. DAS may, at DAS's discretion, require the Insured Person to obtain, at their expense, an opinion from a lawyer or other suitably qualified person chosen by the Insured Person and DAS, as to the merits of a claim or proceedings. If the chosen person's opinion indicates that it is more likely than not that an Insured Person will recover damages (or obtain any other legal remedy that DAS have agreed to) or make a successful defence, DAS will pay the cost of obtaining the opinion.
9. DAS will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this cover did not exist.
10. This section will be governed by English law.

#### Legal advice service

DAS will give in connection with the trip an Insured Person confidential legal advice over the phone on any personal legal problem.

DAS will not accept responsibility if the Helpline Services are unavailable for reasons DAS cannot control.

To contact the above service, phone DAS on +44 (0)117 934 2111 or +44 (0)117 976 2030. Please quote Policy Number; TV1/4972902.

### Additional Cover For Winter Sports

(only applicable if the appropriate additional premium has been paid at time of purchase of this insurance).

#### Section W1 - Piste Closure

Only Valid between 1<sup>st</sup> January and 1<sup>st</sup> April

In the event that due to 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, We hereby agree to pay

- the cost of transfer to an alternative ski area up to a maximum of £15 per day each full day of such total closure of facilities during the period of Your holiday at such resort plus up to £5 per day for the purchase of a lift pass or if no alternative ski areas 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 holiday at such resort.

#### LIMIT OF AMOUNT PAYABLE

The total amount payable in respect of each Insured is up to the amount stated in the Summary of Cover and limited to the level of policy cover purchased as stated on Your Insurance Schedule

#### WHAT IS NOT COVERED

The first 24 hours of the total piste closure.

#### Section W2 - Unused Ski Pack

Proportional return of the irrecoverable pre-booked cost of the lift pass, ski school or equipment hire following Your injury or illness occurring during the period of insurance which injury or illness prevents You from participating in skiing activities for each full day for the period medically certified.

#### LIMIT OF AMOUNT PAYABLE

The total amount payable in respect of each Insured Person is up to the amount stated in the Summary of Cover and limited to the level of policy cover purchased as stated on Your Insurance Schedule.

#### WHAT IS NOT COVERED

- The first 24 hours following the day the injury or illness was first medically certified.
- Any claim that does not follow a claim under the Medical and Emergency Expenses Section of the policy or the Abandonment section of the policy.
- The day the injury or illness was first medically certified.

#### Section W3 - Ski Equipment

Permanent loss or damage to Ski Equipment being Your property taken, sent in advance or purchased on holiday by You, or hired Ski Equipment that You are responsible for taken, sent in advance or hired on holiday by You, We will pay for the intrinsic value or cost of repairs (whichever is the lesser).

#### LIMIT OF AMOUNT PAYABLE

The total amount payable in respect of each Insured is up to the amount stated in the Summary of Cover and limited to the level of policy cover purchased as stated on Your Insurance Schedule

#### WHAT IS NOT COVERED

Exclusions are listed after Section 7 and under the General Exclusions.

#### NOTE

This is a policy of indemnity and does not provide cover on a "new for old" basis.

#### GENERAL EXCLUSIONS APPLICABLE TO THE WHOLE POLICY

This policy does not insure:-

- 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.
  - 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.
  - 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.
  - 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.
  - Terrorist Action or any action taken by anyone to prevent real or perceived imminent Terrorist Action or to address ongoing Terrorist Action (See Definitions Section).
- Claims of whatever nature directly or indirectly caused by:-

  - ionising radiation's or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
  - the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.
  - pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
- Claims directly or indirectly caused by, contributed to or arising from a journey to a destination where the Foreign and Commonwealth Office has advised against All Travel or All but Essential travel.
- Any claim arising directly or indirectly from any injury, illness, death, loss, expense or other liability attributable to HIV (Human Immune Deficiency Virus) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) and/or any mutant derivatives or variations thereof however caused.
- Death, injury, illness or permanent total disablement resulting from suicide or attempted suicide or exposure of danger which is reasonably foreseeable (except in an attempt to save human life), venereal infection or the influence or effect of intoxicating liquor or drugs (other than drugs taken under medical supervision and not for the treatment of a drug addiction or as a result of a criminal act committed by You).
- Any loss other than as specified in the policy.
- Any loss arising from or in any way connected with the fact that the performance or functionality of any computer hardware, operating system, application, software, computer chip or embedded control logic has been or may be affected by any date change or by any values used to represent such dates. This exclusion applies regardless of whether the loss was also caused or contributed to by any other cause or event. However this exclusion will not apply in respect of cover provided under the Medical Expenses and Personal Accident Sections.

#### CONDITIONS APPLICABLE TO THE WHOLE POLICY

- No refund of premium shall be allowed after 14 days from the date of issue of this policy.
- You must notify Fogg Travel Insurance Services Limited in writing as soon as possible after any bodily injury, illness, incident or unemployment or on discovery of any loss or damage which may give rise to a claim under this policy. You must also inform us if You are aware of any writ, summons or impending prosecution. Every communication relating to a claim must be sent to us without delay.
- You, or any person acting for You, must not negotiate, admit or repudiate any claim without our written consent.

4. The expense of supplying all certificates, information and evidence which We may require will be borne by You or Your legal representative. When a claim for bodily injury or illness occurs, We may request and will pay for, any Insured Person to be medically examined on behalf of Insurers. We may also request and will pay for, a post mortem examination if any Insured Person dies.
5. If at the time of any incident which results in a claim under this policy, there is any other insurance covering the same loss, damage, expense or liability, We will pay only our proportionate share. This condition does not apply to the Personal Accident Section.
6. We are entitled to take over and conduct in Your name the defence or settlement of any Legal Action. We may also take proceedings at our own expense and for our own benefit, but in Your name, to recover any payment We have made under the policy to anyone else.
7. If You or any person acting on Your behalf makes a claim or statement knowing that it is false or fraudulent including the inflation or exaggeration of a claim or submitting forged or falsified documents then this policy shall become void and all right to make a claim forfeited. We reserve the right to notify the Police of any such claim.
8. The Insurers shall not be liable for:-
  - a) the failure or any consequence of the failure of the Legal Expenses Insurer or their servants or agents to satisfy in all or in part their obligations under Section 11 -Legal Expenses.
  - b) Any errors or omissions or any consequence thereof in the advice service or assistance given by the Legal Expenses Insurer or their servants or agents in relation to the cover provided under Section 11 - Legal Expenses or the Free Legal Helpline.
9. The Legal Expenses Insurer and/or their servants and agents shall not be liable for:-
  - a) the failure or any consequence of the failure of the Insurer or their servants or agents to satisfy in all or in part their obligations under this policy.
  - b) any errors or omissions or any consequence thereof in the advice service or assistance given by the Insurers or their servants or agents in respect of the cover provided under any Section other than Section 11 - Legal Expenses.

#### Important Note

You are free to choose the law applicable to this insurance contract. Unless specifically agreed to the contrary this insurance shall be subject to English law.

#### What to do in the event of a Complaint

We aim to provide the best possible products and services. However, any enquiry or complaint You may have regarding Your policy please follow the guidelines below. Your complaint will be dealt with in the most efficient way possible.

You should write to

General Manager,  
FOGG TRAVEL INSURANCE SERVICES LTD  
Crow Hill Drive, Mansfield, Notts. NG19 7AE England  
Telephone: +44 (0)1623 631331  
Email: [complaint@fogctravelinsurance.com](mailto:complaint@fogctravelinsurance.com)

Please quote FOGG SINGLE TRIP INSURANCE to help Your enquiry to be dealt with speedily.

Should the issue not be resolved to Your satisfaction, You may refer the dispute to the

Financial Ombudsman Service,  
South Quay Plaza, 183 Marsh Wall, London E14 9SR, England  
Telephone +44 (0)845 080 1800  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

but only if You have already referred the matter to Fogg Travel Insurance Company Limited.

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

Tokio Marine Europe Insurance Limited and DAS Legal Expenses Insurance Company Limited are authorised and regulated by the Financial Services Authority and as such are covered by the Financial Ombudsman Service. All companies are covered by the Financial Services Compensation Scheme (FSCS). This means that You may be entitled to compensation from the scheme if We cannot meet our obligations.

#### Financial Services Compensation Scheme ("FSCS")

The maximum level of compensation You can receive from FSCS is 100% of the first £2,000 and 90% of the remainder 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>



**Fogg Travel Insurance Company Limited** is authorised and regulated by the Financial Services Authority. Our FSA Register reference is 307304. This can be checked at [www.fsa.gov.uk/pages/register](http://www.fsa.gov.uk/pages/register)

#### IMPORTANT NOTICE

Under the Association of British Insurers General Business Code of Practice, the person selling the travel insurance must draw Your attention to important features of Your policy including:-

#### Policy document:

You should read the document carefully. It gives You full details of what is and what is not covered and the conditions of the cover. Cover will vary from policy to policy and insurer to insurer.

#### Conditions, exclusions & warranties:

Conditions and exclusions will apply to individual sections of Your policy while general exclusions, conditions and warranties will apply to the whole of Your policy.

#### Medical expenses:

Your policy does not provide private health treatment unless specifically approved by the Emergency Assistance Company. You should carry a reciprocal health card - EHIC (formerly E111 health form) or equivalent and use this at state facilities when travelling within the European Union.

#### Health:

Your policy contains restrictions regarding pre-existing medical problems concerning the health of the people travelling. You may be required to disclose known medical conditions of such people prior to cover being issued, and You must be aware that failure to disclose such information will mean that You have no cover on these conditions. The cancellation and emergency medical cover may be reviewed if Your health changes between booking and travel. Cancellation or Abandonment of Your trip due to the pre-existing health condition of a relative or business associate may not be covered. You are advised to read the policy carefully.

#### Hazardous Activities:

If You are taking part in activities that present a risk of injury, including scuba diving and water sports, check that Your policy covers you.

#### Property Claims:

These claims are paid based on the value of the goods at the time You lose them, and not on a 'new for old' or replacement cost basis, unless otherwise stated in Your policy. Your policy will set out what proof the insurer needs to support a claim.

#### Policy Limits:

Most sections of Your policy have limits on the amount the insurer will pay under that section. Some sections also include other specific limits, for example: for any one item or for valuables in total. You are advised to check Your policy if You intend taking expensive items with you.

#### Policy Excesses:

Under most sections of the policy, claims will be subject to an excess. This means that You will be responsible for paying the first part of the claim. The amount You have to pay is the excess. You may be able to pay an additional amount to remove the standard policy excess.

**Reasonable Care:** You need to take all reasonable care to protect yourself and Your property, as You would if You were not insured.

#### Fraud:

The making of a fraudulent claim is a criminal offence. Your insurer may be recording details of claims on an anti-fraud register.

#### Complaints:

Your insurance policy will have in it a complaints procedure which tells You what steps You can take if You wish to make a complaint.

#### 'Cooling Off' Period:

Your policy will have a 'cooling off' period during which You can cancel the policy and get a refund, if You have a justifiable reason for being dissatisfied with the cover it provides.

#### Law:

Your policy is subject to English Law unless You and Your insurers have agreed otherwise.

Please make sure You read Your policy carefully.