

# Part Q (2) – school journey (winter sports included)

## Section 1 – Special Definitions

### **Bodily Injury**

Injury which is caused by an Event.

### **Cancellation or Curtailment Limit**

The maximum amount for which the **insurer** can be held liable in respect of all claims under section 2F for loss and expense arising out of any one Event.

### **Consultants' Costs**

Reasonable fees and expenses of the **insurer's** chosen consultants necessarily incurred in response to a Kidnap.

### **Conveyance**

An aircraft, ship, train, coach or similar means of transport which operates under a scheduled published timetable.

### **Electronic Business Equipment**

Property owned by the **insured** and provided to the **insured person** to enable the **insured person** to perform their occupational tasks. These items must be of an electronic nature and cannot be items supplied or manufactured by the **insured**.

### **Emergency Repatriation Expenses**

All reasonable costs including the cost of medical attendants necessarily incurred in transporting the Insured Person to an appropriate hospital or nursing home or to the United Kingdom if recommended by Zurich Travel Assistance in conjunction with the local attending Medical Practitioner.

### **Employee**

Any person under a contract of service or apprenticeship with the **insured** or any person the **insured** have the right to instruct in their performance.

### **Event**

A sudden unforeseen and identifiable occurrence.

All occurrences attributable to one source or original cause will be regarded as a single occurrence where they occur within a 20 kilometres radius and within 24 consecutive hours of the one source or original cause.

### **Event Aggregate Limit**

The **insurer's** maximum liability in respect of all claims for Bodily Injury arising out of any one Event.

### **Hi-jack**

The unlawful seizure or taking control of a Conveyance in which the Insured Person is travelling.

### **Insured Person**

Any member of a party approved by the **insured** who is involved in full-time education or is an adult helper or accompanying child authorised by the **insured** to participate in a Journey.

### **Journey**

A journey for educational purposes not exceeding 31 days in duration approved by the **insured** and commencing during the period of insurance and including winter sports trips.

### **Kidnap**

The unlawful abduction and detention of an Insured Person against their will.

### **Legal Expenses**

- a) Any reasonable fees, expenses and other disbursements necessarily incurred with the **insurer's** written consent by a solicitor, firm of solicitors or any other appropriately qualified person, firm or company appointed by the **insured** or by the Insured Person including costs and expenses of expert witnesses and any such fees, expenses and other disbursements incurred by the **insurer** in connection with such claims or procedures; and
- b) any costs for which an Insured Person is legally liable following an award of costs by any court or tribunal and any costs following an out of court settlement made in connection with any claim or legal proceedings.

### **Medical Practitioner**

Any legally qualified medical practitioner other than an Insured Person, a member of the immediate family of an Insured Person, a **governor** or Employee.

### **Missed Departure**

The failure of a Conveyance in which an Insured Person is travelling to reach its destination point at the published expected time of arrival resulting in the Insured Person missing the first Conveyance at the beginning of a Journey which involves travel outside the United Kingdom.

### **Missed International Connection**

The failure of a Conveyance in which an Insured Person is travelling to reach its destination point outside the United Kingdom at the published expected time of arrival resulting in the Insured Person missing an onward connecting Conveyance on which the Insured Person is booked to travel in the course of a Journey.

### **Money**

Current coins, bank and currency notes, bankers drafts, bills of exchange, letters of credit, postal and money orders, postal stamps, signed travellers and other cheques, postal and money orders, phone cards, travel tickets, debit/credit cards, charge cards, gift tokens and coupons which belong to or are in the custody and control of the Insured Person on a Journey and are intended for travel, meals, accommodation and personal expenditure only.

### **Multi-Engined Aeroplane Limit**

The **insurer's** maximum liability in respect of all claims for Bodily Injury arising out of any one Event involving the same multi-engined aeroplane.

### **Natural Catastrophe**

An Event caused by a natural phenomenon including earthquake, flood, hurricane, landslide, tornado, tsunami, volcanic eruption or wildfire.

### **Operative Time**

The period of time during which an Insured Person undertakes a Journey commencing from the time:

- a) the Insured Person leaves the school boundaries until their return to the school boundaries for Journeys within a single day with no overnight stay
- b) the Insured Person leaves their normal place of residence until their return to their normal place of residence on completion of the Journey in the case of Journeys exceeding one day.

### **Other Forms of Aerial Transport Limit**

The insurer's maximum liability in respect of all claims for Bodily Injury arising out of any one Event involving the same aircraft (not being a multi-engined aeroplane).

### **Overseas Medical Expenses**

All reasonable costs necessarily incurred for medical, surgical or other diagnostic or remedial treatment given or prescribed by a qualified Medical Practitioner and all hospital, nursing home or ambulance charges outside the United Kingdom. Dental, optical and routine pregnancy expenses are excluded unless incurred as the result of an emergency.

### **Personal Property**

- a) Personal goods belonging to the Insured Person which are taken by them on a Journey, sent in advance of a Journey or acquired during a Journey excluding Money.
- b) Winter Sports Equipment hired by the Insured Person during the course of a Journey but only where the Insured Person is made responsible for **damage** under the hiring contract.

### **Political and Natural Disaster Evacuation Limit**

The maximum amount for which the insurer can be held liable in respect of all claims under section 2H for loss and expense arising out of any one Event.

### **Total Loss of Hearing**

Total and permanent loss of hearing.

### **Total Loss of Speech**

Total and permanent loss of speech.

### **Travel Expenses**

All reasonable costs necessarily incurred:

- a) for travel, sustenance and accommodation expenses of up to 2 nominated persons who on medical advice are required to travel to or remain with the Insured Person up to a maximum of £10,000 any one claim
- b) for funeral expenses incurred in the burial of the Insured Person outside the United Kingdom
- c) in transporting the Insured Person's body or ashes and Personal Property back to the United Kingdom.

### **United Kingdom**

England, Scotland, Wales and Northern Ireland.

### **War**

Armed conflict between nations including forces acting for any international authority whether war be declared or not, invasion, civil war, any attempt to usurp power or any activity arising out of an attempt to participate in military force between nations.

### **Winter Sports – Advanced**

- a) Skiing and snowboarding including off-piste
- b) skating and the use of ski-bobs and toboggans
- c) transit by lifts.

### Winter Sports Equipment

Skis, snowboards, ski or snowboard boots and bindings and ski poles.

### Winter Sports – Standard

Any winter sports activity comprising:

- a) skiing, snowboarding, curling, skating, the use of ski-bobs and toboggans all to a standard appropriate to the Insured Person's experience and training as judged by a qualified instructor
- b) transits by lifts and recognised paths to and from skiing, boarding or ski-bob pistes all under the supervision of qualified instructors or teachers
- c) unaccompanied use of nursery ski slopes or skating with the consent of a qualified instructor.

### Zurich Travel Assistance

The coordinator on the insurer's behalf of a range of services in connection with medical assistance aspects of this part and a range of security services in connection with Kidnap or political and natural disaster evacuation and other non-medical emergency aspects of this part supported by a 24 hour helpline

*Please note that these services are supplied by third parties who are contracted to the insurer.*

## Section 2 – Cover

### Section 2A – Personal Accident

#### The Cover

If an Insured Person sustains Bodily Injury while on a Journey during the Operative Time that within 24 months solely and independently of any other cause results in death or disablement the insurer will pay the insured the following benefits:

#### Benefits

- A death of an Insured Person:
1. aged 16 years and over £25,000
  2. aged under 16 years £10,000
- B loss of sight, loss of limb, Total Loss of Hearing or Total Loss of Speech £25,000
- C permanent total disablement other than in B above which will in all probability entirely prevent the Insured Person from engaging in any occupation for the remainder of their life £25,000
- D permanent partial disablement according to the following percentages of benefit C:
- Permanent severance or permanent total loss of use of:
1. one thumb 30%
  2. forefinger 20%
  3. any finger other than forefinger 10%
  4. big toe 15%
  5. any toe other than big toe 5%
  6. shoulder or elbow 25%
  7. wrist, hip knee or ankle 20%
  8. lower jaw by surgical operation 30%

- E temporary total disablement for a period not exceeding 104 weeks from the date of disablement from engaging in:
- |  |               |
|--|---------------|
| 1. any occupation in respect of an Insured Person aged 16 years and over | £100 per week |
| 2. scholastic duties in respect of an Insured Person aged under 16 years | £25 per week  |

Provided always that:

- a) in respect of benefit D
- i) when an Insured Person suffers more than one form of permanent partial disablement as a result of an Event the percentages from each will be added together but the **insurer** will not pay more than 100% of benefit C
  - ii) any permanent partial disablement not more specifically defined above will be calculated by assessing the disablement relative to the types of disablement mentioned above without reference to the Insured Person's occupation
  - iii) if a claim is payable for loss of or loss of use of a whole part of the body a claim for any component part of that part cannot also be made
- b) in respect of any one Insured Person a benefit will not be payable under more than one of benefits A to D and any benefit payable under benefit E will immediately cease should a benefit under one of benefits A to D subsequently be payable by the **insurer**.

#### 2A.1 Dental Injury Expenses

If an Insured Person sustains **damage** to teeth or fixed dentures during the Operative Time the **insurer** will pay the **insured** for the cost of necessary dental treatment required within 12 months of the Event giving rise to the **damage** up to £1,000.

#### 2A.2 Disappearance

If an Insured Person disappears and after a suitable period of time as judged reasonable by the appropriate legal authority it is reasonable to believe that the Insured Person's death resulted from Bodily Injury during the Operative Time the **insurer** will pay the **insured** the sum insured under benefit A. If it later transpires that the Insured Person has not died any amount paid will be refunded by the **insured** to the **insurer**.

#### 2A.3 Exposure

If an Insured Person suffers unavoidable exposure to the elements during the Operative Time that within 24 months solely and independently of any other cause results in death or disablement the **insurer** will pay the **insured** in accordance with the benefits stated above.

#### 2A.4. Facial Scarring

If an Insured Person sustains Bodily Injury during the Operative Time which results in permanent scarring to no less than 15% of the facial area the **insurer** will pay the **insured** up to a maximum amount of £2,500.

#### 2A.5 Funeral Expenses

If a payment is made under this part in respect of death of an Insured Person the **insurer** will pay their legal representative or executor up to £5,000 for reasonable funeral expenses.

#### 2A.6 Hi-jack or Kidnap

If an Insured Person is the victim of a Hi-jack or Kidnap during the Operative Time the cover provided under this section will remain in force until the Insured Person has returned to the United Kingdom or until a period of 12 months from the date of the Hi-jack or Kidnap has expired whichever will occur first.

## **Exclusion to Section 2A**

This section does not cover:

### **1. Excluded Causes**

any sickness or disease, any naturally occurring or degenerative condition, any gradually operating cause or post traumatic stress disorder other than as a direct result of Bodily Injury.

## **Provisions to Section 2A**

### **1. Event Aggregate Limitation**

The maximum amount payable under this section as the Event Aggregate Limit is £5,000,000.

Provided always that if the total amount of all claims for Bodily Injury arising out of any one Event exceeds the Event Aggregate Limit each individual claim will be proportionately reduced until the total value of all claims does not exceed the Event Aggregate Limit.

### **2. Multi-Engined Aeroplane and Other Forms of Aerial Transport Limitation**

The maximum amount payable under this section as:

- a) the Multi-Engined Aeroplane Limit is £1,000,000
- b) the Other Forms of Aerial Transport Limit is £500,000.

Provided always that if the total amount of all claims for Bodily Injury arising out of any one Event involving the same:

- i) multi-engined aeroplane exceeds the Multi-Engined Aeroplane Limit each individual claim will be proportionately reduced until the total value of all claims does not exceed the Multi-Engined Aeroplane Limit
- ii) aircraft (not being a multi-engined aeroplane) exceeds the Other Forms of Aerial Transport Limit each individual claim will be proportionately reduced until the total value of all claims does not exceed the Other Forms of Aerial Transport Limit.

## **Section 2B – Medical and Associated Expenses**

### **The Cover**

The **insurer** will pay the **insured** or the Insured Person for:

- a) Overseas Medical Expenses
- b) Travel Expenses
- c) Emergency Repatriation Expenses

incurred as a direct result of an Insured Person becoming ill or sustaining Bodily Injury while on a Journey during the Operative Time for a period not exceeding 2 years from the date of the Bodily Injury or first diagnosis of the illness up to a maximum of £10,000,000.

Provided always that the **insured** or an Insured Person must contact Zurich Travel Assistance as soon as possible if illness or Bodily Injury results in the need for in-patient hospital treatment.

### **2B.1 Premature Childbirth**

In the event of the premature birth of a child to an Insured Person while on a Journey outside of the United Kingdom during the Operative Time the **insurer** will pay the **insured** up to a maximum amount of £10,000,000 for the Overseas Medical Expenses and Emergency Repatriation Expenses actually incurred on behalf of the prematurely born child.

## 2B.2 Search and Rescue Expenses

Where an Insured Person is reported missing to the appropriate authorities during a Journey the **insurer** will pay the **insured** on behalf of the Insured Person for costs incurred by recognised rescue authorities in searching for and rescuing the Insured Person up to a maximum amount of £50,000 per Insured Person provided always that the **insurer** will not pay more than £100,000 irrespective of the number of Insured Persons involved in one Event.

## 2B.3 Supplementary Hospital Expenses

In the event of a valid claim under this section the **insurer** will pay the reasonable costs of hospital in-patient medical charges necessarily incurred within the 3 months immediately following the date of return to the United Kingdom up to a maximum of £25,000.

## Exclusions to Section 2B

This section does not cover:

### 1. Known Medication

the cost of medication known to be required or to be continued while on the Journey

### 2. Other Insurances

any expense which has been recovered from:

- a) any other insurance policy in the **insured's** or the Insured Person's name
- b) any national insurance programme which is applicable to the Insured Person

### 3. Unapproved Emergency Repatriation Expenses

any Emergency Repatriation Expenses incurred without the prior consent of Zurich Travel Assistance

### 4. Unapproved Hospital Treatment

any hospital treatment provided on an in-patient basis where the Insured Person has not made all reasonable attempts to obtain the prior consent of Zurich Travel Assistance or obtained the consent of Zurich Travel Assistance at the first opportunity after such treatment.

## Section 2C – Personal Property

### The Cover

The **insurer** will pay the **insured** or the Insured Person up to a maximum of £2,500 in the event of **damage** to Personal Property on a Journey during the Operative Time subject to:

- a) a single article limit for each lost or damaged article of £500
- b) a maximum of £750 overall in respect of **damage** to hired Winter Sports Equipment, jewellery, watches, binoculars, telescopes and all forms of audio, communications, electronic games, photographic or video equipment.

### 2C.1 Delayed Personal Property

The **insurer** will pay the **insured** or the Insured Person up to a maximum of £125 for any reasonable expenses necessarily incurred in purchasing essential replacement items if while on a Journey during the Operative Time an Insured Person's Personal Property is temporarily lost for more than 12 consecutive hours during the outward or onward trip of the Journey. Any payment the **insurer** makes will be deducted from the total amount payable under this section if the Personal Property is permanently lost.

## 2C.2 Passport or Visa Indemnity

The **insurer** will pay the **insured** or the Insured Person up to a maximum of £750 for reasonable additional travel and accommodation expenses necessarily incurred including any charges levied by the issuing office for a replacement passport or visa if an Insured Person loses or damages their passport while on a Journey during the Operative Time.

Provided always that the maximum amounts stated in this section will apply to any one Insured Person.

## Exclusions to Section 2C

This section does not cover:

### 1. Changes in Environment, Moth or Vermin, Mechanical or Electrical Failure and Process Risks

**damage** due to moth, vermin, wear and tear, atmospheric or climatic conditions or gradual deterioration, mechanical or electrical failure or any process of cleaning, restoring, repairing or alteration

### 2. Confiscation or Detention

loss due to confiscation or detention by customs or any other competent authority

### 3. Excess

the first £50 of each and every loss incurred by any one Insured Person other than under clause 2C.1

### 4. Excluded Property

**damage** to vehicles, their accessories, spare parts or trailers, fragile or brittle articles or contact lenses

### 5. Loss from Unattended Vehicles

**damage** to Personal Property left in any unattended vehicle unless the Personal Property was out of sight in a locked compartment

### 6. Other Insurances

**damage** to Personal Property which is insured under any other insurance policy

### 7. Police Reporting

loss not reported to the police within 24 hours of discovery

### 8. Sports Gear

**damage** to sports gear in use other than Winter Sports Equipment.

## Assistance Services

The **insurer** will also provide assistance in replacing lost or stolen tickets, passport or other travel documents and assistance in locating lost or delayed luggage.

## Section 2D – Money

### The Cover

In the event of **damage** to Money or financial loss suffered as the result of the fraudulent use of credit, debit or charge cards on a Journey during the Operative Time or the 72 hours immediately preceding the commencement of a Journey or the 72 hours immediately following its completion the **insurer** will pay:

- a) the **insured** or the Insured Person up to a maximum of £500 per Insured Person in respect of Money belonging to that Insured Person
- b) the **insured** a maximum of £2,500 in respect of all Money in the custody of a responsible adult.

### **Assistance Services**

The **insurer** will also provide assistance in replacing cash lost or stolen during a Journey provided always that the value of any cash advance will be deducted from any subsequent claim under section 2D. Where no claim is made under this section the value of the cash advanced will be reimbursed by the **insured** to the **insurer** upon completion of the Journey.

### **Exclusions to Section 2D**

This section does not cover:

#### **1. Confiscation or Detention**

loss due to confiscation or detention by customs or any other authority

#### **2. Excess**

the first £50 of each and every loss incurred by any one Insured Person

#### **3. Failure to Comply with Credit, Debit or Charge Card Terms and Conditions**

loss arising from fraudulent use of a credit, debit or charge cards unless the Insured Person has complied where it was reasonably possible with all the terms and conditions under which the card was issued

#### **4. Loss from Unattended Vehicles**

**damage** to Money left in any unattended vehicle unless the Money was out of sight in a locked compartment

#### **5. Money Shortages and Depreciation**

devaluation of currency or shortages due to errors or omissions during monetary transactions

#### **6. Police Reporting**

loss not reported to the police within 24 hours of discovery.

### **Section 2E – Electronic Business Equipment**

#### **The Cover**

The **insurer** will pay the **insured** up to a maximum of £1,500 in the event of **damage** to Electronic Business Equipment on a Journey during the Operative Time.

### **Exclusions to Section 2E**

This section does not cover:

#### **1. Changes in Environment, Moth or Vermin, Mechanical or Electrical Failure and Process Risks**

**damage** due to moth, vermin, wear and tear, atmospheric or climatic conditions or gradual deterioration, mechanical or electrical failure or any process of cleaning, restoring, repairing or alteration

#### **2. Confiscation or Detention**

loss due to confiscation or detention by customs or any other authority

### 3. Excess

the first £100 of any loss or **damage** occurring to Electronic Business Equipment

### 4. Loss from Unattended Vehicles

**damage** to Electronic Business Equipment left in any unattended vehicle unless the Electronic Business Equipment was out of sight in a locked compartment

### 5. Other Insurances

**damage** to Electronic Business Equipment which is insured under any other insurance policy.

## Section 2F – Cancellation, Curtailment, Rearrangement and Replacement Expenses

### The Cover

If during the Operative Time or between the confirmed booking of the Journey and the Operative Time any part of the pre-booked travel arrangements for a Journey are cancelled, curtailed or rearranged as a direct result of any cause outside the control of the **insured** or the Insured Person the **insurer** will pay the **insured** or the Insured Person up to maximum of £3,000 and subject to the Cancellation or Curtailment Limit for:

- a) deposits, advance payments and other charges which have not been and will not be used but which become forfeit or payable under contract or cannot be recovered elsewhere
- b) reasonable additional travel and accommodation expenses necessarily incurred.

### 2F.1 Disruptive Pupil Expenses

The **insurer** will pay the **insured** up to a maximum of £3,000 for expenses limited to the reasonable cost of an air flight and other essential expenses necessarily incurred as a result of a reasonable decision made by the **insured** requiring a disruptive pupil to be returned to their normal place of residence including such expenses incurred in respect of an authorised accompanying adult and for the return of that adult or a substitute adult person to rejoin the trip that constitutes the original Journey.

### 2F.2 Funeral of Close Relative

The insurer will pay the insured or the Insured Person all reasonable costs necessarily incurred by the Insured Person in returning to the United Kingdom to attend the funeral of a close relative occurring during the Journey.

### 2F.3 Missed International Connection and Missed Departure

The **insurer** will pay the **insured** or the Insured Person up to a maximum of £500 for the reasonable additional costs of travel, accommodation and subsistence which are necessarily incurred less any amount recoverable elsewhere if an Insured Person suffers a Missed International Connection or Missed Departure during the Operative Time.

Provided always that in respect of Missed International Connection or Missed Departure:

- a) an Insured Person must obtain written confirmation from the relevant travel provider detailing the actual time of arrival of the Conveyance at its destination and written confirmation from the connecting operator that the connection has been missed as a result of the late arrival of the Conveyance
- b) an Insured Person must accept an alternative equivalent means of travel if this is offered by the travel provider within the period of delay.

#### **2F.4 Replacement Expenses**

The **insurer** will pay the **insured** up to a maximum of £2,000 for expenses limited to the reasonable cost of an air flight and other essential expenses necessarily incurred in sending a substitute adult person to complete the original Insured Person's Journey if during the Operative Time any part of the pre-booked travel arrangements in respect of the original Insured Person's Journey are cancelled, curtailed or rearranged as a direct result of any cause outside the control of the **insured** or the original Insured Person except such circumstances as are provided for under section 2F.1 involving a disruptive pupil.

#### **2F.5 Travel Delay**

If the departure of a Conveyance on which an Insured Person is booked to travel in order to get to their planned destination at the commencement, onward connection or completion of a Journey is delayed due to strike, industrial action, adverse weather conditions, Natural Catastrophe or mechanical breakdown the **insurer** will pay the Insured Person £50 after a delay of 12 hours and a further £50 for each subsequent 24 hour period of delay up to a maximum of £250.

#### **2F.6 Winter Sports – Piste Closure**

In the event of the closure of all the pistes due to insufficient snow at a recognised resort within Europe during the period 15 December to 29 April inclusive the **insurer** will pay each Insured Person:

- a) up to a maximum of £30 per day for the cost of additional travel to an alternative resort or purchase of daily lift passes
- b) £30 per day for the loss of each full day of skiing where transport to an alternative resort is not reasonably possible.

Provided always that:

- i) the **insurer** will not pay more than £300 in respect of any one Insured Person on any one Journey
- ii) where a booking for the Journey is made within 14 days of its commencement cover will not apply if it is publicly known that the pistes are closed due to insufficient snow at the resort intended as the destination of the Journey.

#### **Exclusions to Section 2F**

This section does not cover:

##### **1. Cancellation Before Cover Inception**

any loss arising from the cancellation of pre-booked travel arrangements for a Journey where the cause of the cancellation occurs prior to the period of insurance

##### **2. Cancellation or Curtailment of an Event Held by the Insured**

any loss arising from the cancellation or curtailment of an event held by the **insured** or a subsidiary or parent company of the **insured**

##### **3. Default of Transport or Accommodation Provider or Agent**

any expense arising from the default of any provider or their agent of transport or accommodation or any agent acting for the **insured** or the Insured Person

##### **4. Disinclination to Travel**

any expense incurred solely as a result of disinclination to travel or to continue the Journey

#### **5. Failure to Check-in**

the failure of the Insured Person to check in for any Journey according to the itinerary supplied unless due to fortuitous circumstances beyond the control of the Insured Person

#### **6. Financial Circumstances**

any expense incurred due to the insured's or the Insured Person's financial circumstances

#### **7. Other Insurances**

any loss which is insured under any other insurance policy

#### **8. Pre-existing Circumstances**

any expense due to:

- a) failure of the means of transport other than disruption of road or rail services by avalanche, landslide, snow or flood
- b) Natural Catastrophe, strike, labour dispute or mechanical breakdown

which existed or for which advanced warning had been given prior to the date on which the Journey was booked

#### **9. Prior Redundancy or Termination of Employment**

any expense incurred as a result of the Insured Person's redundancy or the termination of their employment more than 31 days prior to a Journey taking place

#### **10. Public Authority or Government Regulations**

any expense incurred as a result of regulations made by any public authority or government

#### **11. Withdrawal from Service of Aircraft**

any claim for cancellation, curtailment, extension or rearrangement of a Journey following delay to an aircraft that is withdrawn from service temporarily or permanently:

- a) on the orders or recommendation the Civil Aviation Authority or any similar or replacement body in any country as a result of withdrawal of the certificate of airworthiness for the aircraft or class of aircraft
- b) on the recommendation of the manufacturer

#### **12. Withdrawal from Service of Ship or Train**

any claim for cancellation, curtailment, extension or rearrangement of a Journey following delay to a ship or train that is withdrawn from service temporarily or permanently on the orders or recommendation of the Maritime and Coastguard Agency, any port authority, rail authority or any similar or replacement bodies in any country as a result of actual or alleged unsafe or un-seaworthy condition of the ship or unsafe condition of the train.

### **Provisions to Section 2F**

#### **1. Event Limit**

If the total amount of all claims under this section for loss and expense arising out of any one Event exceeds the Cancellation or Curtailment Limit of £50,000 each individual claim will be proportionately reduced until the total value of all claims does not exceed the Cancellation or Curtailment Limit of £50,000.

## 2. Natural Catastrophe

Where cancellation, curtailment, rearrangement or replacement expenses cannot be recovered elsewhere and are as a direct result of Natural Catastrophe the **insurer** will pay all such reasonable expenses necessarily incurred by the **insured** or the Insured Person up to a maximum of £3,000 and subject to the Cancellation or Curtailment Limit.

## 3. Per Person Limit

The total amount payable under this section in respect of any one Insured Person arising from any one Event including piste closure under section 2F.5 will not exceed £3,000.

## Section 2G – Kidnap

### The Cover

The **insurer** will pay the **insured** up to a maximum of £250,000 for Consultants' Costs incurred solely and independently as a result of Kidnap occurring on a Journey during the Operative Time and while outside the United Kingdom. Any incident that could potentially give rise to a claim under this section must be notified immediately to Zurich Travel Assistance who are appointed by the **insurer**.

Their contact number is +44 (0)1489 868 888

Provided always that:

- a) the **insurer** will not pay for more than a maximum of £500,000 during any one period of insurance in respect of Consultants' Costs.
- b) in the event of any circumstances that could give rise to a claim under this section the **insured** will give notice to Zurich Travel Assistance by the most expeditious means and provide Zurich Travel Assistance with all assistance and information in a timely manner.

## Exclusions to Section 2G

This section does not cover:

### 1. Claims by Parent or Guardian

any claim for a child by its parent or guardian

### 2. Damages and Legal Costs

any sums the **insured** become legally liable to pay as the result of any legal action for damages including legal costs incurred by the **insured** in defence of such action as the result of:

- a) alleged negligence or incompetence in hostage retrieval operations or negotiations following Kidnap
- b) alleged negligence in not preventing Kidnap

### 3. Excluded Territories

any Kidnap which occurs in the following territories: Afghanistan, Algeria, Argentina, Bangladesh, Brazil, Colombia, Congo (Dem Rep), Ecuador, El Salvador, Guatemala, Haiti, Honduras, Iran, Iraq, Israel, Mexico, Nigeria, Pakistan, Papua New Guinea, Philippines, Russia, Somalia, Venezuela, Yemen.

### 4. Fraudulent, Dishonest or Criminal Acts

loss due to any fraudulent, dishonest or criminal act committed or attempted by the **insured** or any **governor**, Employee or authorised representative of the **insured** including any person who has custody of any ransom monies

## 5. Payments for Ransom

any sums, **property** or other consideration surrendered to any person making a ransom demand

## 6. Prior Cancellation or Declinature of Kidnap Insurance

any claim if the **insured** or the Insured Person has had kidnap insurance declined or cancelled.

## Section 2H – Political and Natural Disaster Evacuation

### The Cover

The **insurer** will pay the **insured** up to a maximum of £5,000 for the reasonable costs necessarily incurred while an Insured Person is travelling on a Journey during the Operative Time outside the United Kingdom to evacuate the Insured Person to the United Kingdom or the nearest place of safety when:

- a) officials of the country to or in which the Insured Person is travelling on a Journey recommend that certain categories of person including the Insured Person should leave that country for safety reasons
- b) the British Government through its Foreign and Commonwealth Office issues a travel advice for a particular country or region in which the Insured Person is travelling on a Journey recommending that certain categories of person including the Insured Person should leave that country or region
- c) the Insured Person is expelled or declared persona non grata in the country where the Insured Person is travelling on a Journey
- d) the Insured Person's **property** is seized, confiscated or expropriated during a Journey
- e) a state of emergency has been declared in the country where the Insured Person is travelling on a Journey necessitating immediate evacuation.

Provided always that the **insured** or an Insured Person must contact Zurich Travel Assistance as soon as possible if evacuation becomes necessary.

### 2H.1 Accommodation Expenses

In the event that the Insured Person is unable to return to the United Kingdom the **insurer** will pay the **insured** for reasonable accommodation costs necessarily incurred up to a maximum of £150 per day for a total of 14 days.

Provided always that:

- a) where the Insured Person holds a valid return ticket to the United Kingdom or to another place of safety the insurer will indemnify the insured or the Insured Person only for any additional costs necessarily incurred to evacuate the Insured Person
- b) where the Insured Person is entitled to a refund on an unused ticket the insurer will be entitled to deduct the value of the unused portion from the indemnity provided to the insured or the Insured Person
- c) in respect of any necessary air flight the insurer will indemnify the insured or the Insured Person for the cost of an economy flight fare.

### Exclusions to Section 2H

This section does not cover:

#### 1. Breach of Contract, Bond or License

failure of the **insured** or the Insured Person to honour any contractual obligation, bond or specific performance condition in a license

## 2. Foreseeable Costs

any claim where the conditions leading to the Insured Person's departure were in existence prior to the Insured Person entering the country or where such conditions were reasonably foreseeable prior to the Insured Person entering the country on a Journey

## 3. Missing or Invalid Documentation

failure of the Insured Person to produce or maintain immigration, work, residence or similar visas, permits or other relevant documentation for the country in which a Journey takes place

## 4. Nationality

any claim where the Insured Person is a national of the country in which they are on a Journey

## 5. Property Repossession

repossession by a titleholder or other interested party of **property** belonging to the **insured** or the Insured Person in order to satisfy any debt, insolvency, financial failure or other financial obligation of the **insured** or of the Insured Person

## 6. Violation of Laws or Regulations

violation by the Insured Person of the laws or regulations of the country in which a Journey takes place.

## Provision to Section 2H

### 1. Event Limit

The total amount payable under this section in respect of any one Insured Person arising from any one Event will not exceed £5,000.

If the total amount of all claims under this section for loss and expense arising out of any one Event exceeds the Political and Natural Disaster Evacuation Limit of £50,000 each individual claim will be proportionately reduced until the total value of all claims does not exceed the Political and Natural Disaster Evacuation Limit of £50,000.

## Section 2I – Legal Expenses

### The Cover

The **insurer** will pay the **insured** or the Insured Person up to a maximum of £25,000 for Legal Expenses incurred in the pursuit of a claim by an Insured Person against a third party for damages or compensation in respect of Bodily Injury, death or illness sustained while on a Journey during the Operative Time.

The **insured** or the Insured Person will have the right to appoint a suitably qualified legal representative in connection with any claim or legal proceedings including the appointment of expert witnesses.

The **insurer's** consent to pay Legal Expenses must be obtained in writing. This consent will be given if the **insured** or the Insured Person can satisfy the **insurer** that:

- a) there are reasonable grounds for pursuing or defending the legal proceedings and it is always more likely than not that the Insured Person will recover damages or obtain any other legal remedy which the **insurer** has agreed or make a successful defence.  
The decision to grant consent will take into account the **insurer's** opinion or that of the Insured Person's appointed representative as well as that of the **insurer's** own advisors; and
- b) it is reasonable for Legal Expenses to be provided in a particular case.

Provided always that if the Insured Person is successful in the claim any Legal Expenses the **insurer** provide will be reimbursed to the **insurer**.

## Exclusions to Section 2I

This section does not cover:

### 1. Claims Eligible for Consideration under Arbitration Schemes or Complaints Procedures

any Legal Expenses incurred in the pursuit of any claim against a travel agent, tour operator, insurer or their agents which are eligible for consideration under an arbitration scheme or complaints procedure

### 2. Claims or Legal Proceedings by Third Parties

any Legal Expenses incurred for the defence of any civil claim or legal proceedings made or brought by a third party against the Insured Person

### 3. Criminal or Wilful Acts

any Legal Expenses incurred in connection with any criminal or wilful act

### 4. Fines or Penalties

any fines or penalties

### 5. Late Notification

any claim or circumstance notified more than 24 months after the incident from which the cause of action arose.

## Section 2J – Personal Liability

### The Cover

The **insurer** will pay the **insured** or the Insured Person up to a maximum of £5,000,000 for any legal liability incurred by the Insured Person while on a Journey during the Operative Time in respect of:

- a) accidental Bodily Injury or illness of any person
- b) accidental **damage** to the **property** of any person
- c) any claimant's costs and expenses arising out of a) or b) above which the Insured Person or the Insured Person's representatives are legally liable to pay
- d) any other costs and expenses incurred with the **insurer's** prior written consent.

Provided always that:

- i) no admission of liability, offer, promise or payment will be made by the **insured** or the Insured Person without the **insurer's** prior written consent
- ii) the **insured** will provide the **insurer** with all assistance and information required in defence of a claim under this part
- iii) the **insurer** or the **insurer's** appointed representatives may at the **insurer's** discretion decide to take over and conduct the defence or settlement of any claim against the **insured** or an Insured Person.

## **Exclusions to Section 2J**

This section does not cover:

### **1. Advice**

liability arising out of the rendering or failure to render advice

### **2. Asbestos Related Risks**

liability arising out of the actual, alleged or threatened contaminative, pathogenic, toxic or other hazardous properties of asbestos

### **3. Fines or Penalties**

any fines or penalties

### **4. Insured Person's Immediate Family**

injury or illness to any member of the Insured Person's immediate family

### **5. More Specific Insurance**

any damages which should more specifically be claimed under any other contract of insurance in the **insured's** name or that of the Insured Person

### **6. Ownership or Occupation of Land or Buildings**

liability arising out of the ownership or occupation of land or buildings

### **7. Property Held in Trust**

**damage** to **property** belonging to, held in trust by or in the custody or control of the **insured** or the Insured Person, any person under a contract of service or apprenticeship with the **insured** or any person the **insured** has the right to instruct in their performance or any member of the Insured Person's immediate family

### **8. Sexually Transmitted Infections, AIDS or AIDS Related Conditions**

any damages resulting from venereal disease, sexually transmitted infections, Acquired Immune Deficiency Syndrome (AIDS) or any AIDS related condition

### **9. USA and Canada**

any claim or legal proceedings instituted:

- a) within the United States of America or Canada or any territories which come within the jurisdiction of the United States of America or Canada
- b) to enforce a judgment obtained in any court of the United States of America or Canada or any territories which come within the jurisdiction of the United States of America or Canada

### **10. Vessels and Craft**

any injury, illness, loss or **damage** arising directly or indirectly as a result of the ownership, possession or use of any mechanically propelled vehicle, aircraft or watercraft

### **11. Wilful, Malicious or Unlawful Acts**

any criminal, malicious or wilful act.

### **Section 3 – Special Exclusions**

The following exclusions apply to each of sections 2A to 2J inclusive in addition to the exclusions contained in those sections.

The insurer will not make any payment of any benefit or in respect of any expense or loss arising from:

#### **1. Age Limitation**

any Insured Person who has attained the age of 70 years unless such Bodily Injury, loss or expense occurs during the period of insurance in which the Insured Person attains the age of 70 years

#### **2. Drug or Alcohol Abuse Expenses**

drug or alcohol abuse by the Insured Person

#### **3. Excluded Activities**

an Insured Person engaging in:

- a) motor cycling
- b) racing of any kind other than on foot
- c) aerial pursuits including but not limited to ballooning, bungee-jumping, gliding, hang-gliding, micro lighting, parachuting, paragliding or parascending
- d) jet skiing or white water rafting
- e) mountaineering or rock climbing using ropes or guides
- f) hiking, trekking or mountaineering above 3,000 metres
- g) caving using caving equipment
- h) diving using external breathing apparatus

#### **4. Excluded Winter Sports**

an Insured Person engaging in:

- a) Winter Sports – Advanced unless the Insured Person is:
  - i) 18 years of age or over; and
  - ii) qualified by training and experience to engage in such activities; and
  - iii) accompanied by a guide or instructor when skiing or snowboarding off piste
- b) any winter sports activity not comprising Winter Sports – Standard or Winter Sports – Advanced

#### **5. Non Passenger Air Travel**

an Insured Person engaging in aviation as a pilot of a fixed wing or rotary propelled aircraft

#### **6. Suicide or Self-Injury**

an Insured Person committing or attempting to commit suicide or intentionally inflicting self-injury

#### **7. Travelling Against Medical Advice**

an Insured Person travelling or intending to travel against the advice of a Medical Practitioner

## 8. Travelling for Medical Treatment or Advice

an Insured Person travelling or intending to travel for the purpose of obtaining medical treatment or medical advice

## 9. Travel to Dangerous or Unsettled Areas

a Journey to countries and specific areas in countries where at the time of booking or departure the Foreign and Commonwealth Office are advising against all travel or all non-essential travel but this exclusion will not apply to charges and expenses covered under section 2F where the Foreign and Commonwealth Office publishes such advice after the time of booking the Journey

## 10. War Risks

War within the United Kingdom.

## Section 4 – Special Conditions

### 1. Duplicate Cover

If a loss is covered under more than one section of this part the **insurer** will provide cover under the section that provides the most cover but never under more than one section. In no event will the **insurer** make duplicate payments for the same loss.

### 2. Interest

No sum payable under this part will carry interest.

### 3. Other Insurances

If at the time of an Event insured under this part other than under section 2A there is any other insurance covering the same loss, **damage** or liability or any part of them the **insurer** will only pay the **insured's** rateable proportion of the claim except where this is excluded under the specific section.

### 4. Reasonable Care

The **insured** and any Insured Person will exercise reasonable care to avoid or diminish any loss or any circumstances likely to give rise to a claim under this part.

### 5. Special Claims Conditions

It is a condition precedent to the **insurer's** liability under this part that in the event of any circumstances which could give rise to a claim the **insured** will:

- a)
  - i) give written notice to the **insurer** as soon as reasonably possible
  - ii) make no admission of liability without the **insurer's** prior written consent
  - iii) provide the **insurer** or the **insurer's** appointed representatives with:
    - 1) all necessary assistance in a timely manner
    - 2) all information reasonably required
    - 3) all documentation and records necessary to establish and assess indemnity under this part
  - iv) prove the loss to the **insurer's** reasonable satisfaction
  - v) forward immediately to the **insurer** or the **insurer's** representatives any letter, writ or other document received in connection with any claim made under this part
  - vi) assist and concur with all reasonable arrangements for the **insurer's** medical advisers to examine any Insured Person in respect of whom a claim has arisen

- b) as often as may be reasonably required provide a statutory declaration sworn before a solicitor, justice of the peace or notary public named by the **insurer** on all matters connected with a claim at such reasonable time and place as the **insurer** may designate.

No act by the **insurer** or the **insurer's** representatives in connection with any investigation will be deemed a waiver of any defence which the **insurer** might otherwise have. All acts will be deemed to have been made without prejudice to the **insurer's** liability.

The **insurer** reserves the right to:

- 1) take such steps as the **insurer** deem necessary to prevent, mitigate or minimise a loss
- 2) take over and conduct the defence or settlement of claims made against an Insured Person who is covered by this part
- 3) pursue all rights or remedies available to the **insured** whether or not payment has been made.

#### **6. Supervision of Activities**

Where Insured Persons are participating in activities including but not limited to organised sports and physical leisure activities, hiking, trekking, mountaineering, rock climbing, pot-holing, caving, skin diving and outward bound activities to the extent that they are not otherwise excluded it is a condition of this insurance that such activities are supervised and the persons in charge have reached a reasonable standard of proficiency in the activity in which the Insured Persons are participating.

This condition will not apply to Insured Persons participating in Winter Sports – Advanced to the extent such activities are insured under this part.

#### **7. Supervision of Water Sports**

Where canoeing or sailing of any kind including the use of powered vessels is being undertaken it is a condition of this insurance that:

- a) the persons in charge have achieved a reasonable standard of sailing and navigational competence
- b) for yachting and canoeing life jackets or buoyancy aids are worn by all the Insured Persons participating and for other sailing except in rowing boats life saving equipment is carried in the vessel.

#### **8. Third Party Rights**

A person who is not a party to this contract including specifically any Insured Person has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract.

#### **9. Winter Sports Safety Helmets**

It is a condition of this insurance that Insured Persons under the age of 18 years participating in skiing, snowboarding or the use of ski-bobs or toboggans wear appropriate helmets.

### **Section 5 – Medical Assistance and Security Assistance**

The cover provided under this part includes a range of assistance services supported by the Zurich Travel Assistance 24 hour helpline.

*Please note that these services are provided on the **insurer's** behalf by third parties who are contracted to the **insurer**.*

## **(A) Medical and Other Assistance**

In the event that an Insured Person is travelling on a Journey during the Operative Time and requires assistance they should contact the emergency helpline:

+44 (0)1489 868 888

The helpline is manned 24 hours a day 365 days a year by multi-lingual assistance co-ordinators experienced in managing medical assistance cases with hospitals and clinics worldwide.

The **insured** or an Insured Person must contact Zurich Travel Assistance as soon as possible if illness or Bodily Injury results in the need for in-patient hospital treatment.

The **insurer** will not pay for any Emergency Repatriation Expenses incurred without the prior consent of Zurich Travel Assistance or for any hospital treatment provided on an in-patient basis where the Insured Person has not made all reasonable attempts to obtain the prior consent of Zurich Travel Assistance or obtained the consent of Zurich Travel Assistance at the first opportunity after such treatment.

When seeking medical or travel assistance please make sure the following information is available:

- a) the Insured Person's name
- b) the name of the school, educational establishment or LEA and their policy number
- c) the telephone or facsimile number where an Insured Person can be contacted
- d) the Insured Person's address and point of contact abroad or those of the responsible adult seeking assistance on their behalf
- e) the nature of the emergency or the assistance required.

The medical assistance services provided are:

### **Air Ambulance**

The medical assistance service has the resources to provide repatriation by air ambulance or scheduled airline services depending on the circumstances. If necessary this can include a fully qualified medical escort.

### **Direct Billing**

The medical assistance service has the ability to arrange direct billing with a network of hospitals and clinics worldwide which guarantees the payment for treatment provided.

### **Emergency Medical Supplies**

Assistance in locating and forwarding medicine or medical equipment that might be unavailable locally.

### **Emergency Travel Assistance**

Where an Insured Person falls ill or sustains Bodily Injury during a Journey and the attending Medical Practitioner recommends that 2 relatives or friends travel to and remain with the Insured Person assistance will be provided in making the travel and accommodation arrangements.

### **Medical Referral**

Where out-patient treatment is required referral can be made to a suitable hospital, doctor or dentist. With access to a team of highly qualified medical consultants advice can be provided on a range of medical conditions.

### **Medical Staff**

The medical assistance service has a team of medical consultants and nursing staff on hand at any time to coordinate any medical assistance cases, arranging hospital admissions and ensuring that the most appropriate treatment is provided.

The medical assistance service also includes a range of additional services which are summarised below:

### **Emergency Cash Advance**

Assistance in replacing cash lost or stolen during a Journey. The value of any cash advance will be deducted from any subsequent claim under section 2E. Where no claim is made the value of the cash advanced will be reimbursed by the **insured** to the **insurer** upon completion of the Journey.

### **Emergency Message Communication**

Forwarding on messages to family or colleagues in an emergency.

### **Legal Referral**

The service enables the Insured Person to have access to an Embassy or Consulate if legal assistance is required including referral to an English speaking lawyer. Assistance can also be provided in facilitating the payment of bail subject to a satisfactory financial guarantee of reimbursement.

### **Lost Ticket and Baggage Location**

Assistance in replacing lost or stolen tickets, passport or other travel documents and assistance in locating lost or delayed luggage.

### **On-line Information**

A web information service is also available and accessed via [www.zurich.co.uk/travelassistance](http://www.zurich.co.uk/travelassistance) and provides valuable medical and travel information including online country guides that provide security information reflecting the situation in numerous territories. Access is gained by entering the **insured's** policy number when prompted.

### **Travel Advice**

The Insured Person has access to a wealth of helpful and relevant information including currency and banking information, visa details, health requirements and reciprocal health agreements.

### **Vehicle Return**

The assistance service can organise the return of a rental or privately owned vehicle where an Insured Person falls ill or sustains Bodily Injury during a Journey.

### **(B) Security Assistance Services**

The **insurer** has partnered with security experts to provide the **insured** with a comprehensive range of security services.

In the event that an Insured Person is travelling on a Journey during the Operative Time and requires security assistance they should contact the emergency helpline:

+44 (0)1489 868 888

or visit [www.zurich.co.uk/travelassistance](http://www.zurich.co.uk/travelassistance)

The security assistance services provided are:

### **Daily News**

Subscription is available to email reports sent each weekday, covering political instability, civil unrest, disease outbreaks, crime patterns and terrorism news from around the world. Please subscribe/unsubscribe for these reports at:

[www.zurich.co.uk/travelassistance](http://www.zurich.co.uk/travelassistance)

### **Emergency Response**

Where serious difficulties or a life-threatening situation arise during a Journey abroad (Insured Persons missing, attacked or kidnapped or a rapid deterioration in the safety of the location – as insured under sections 2G and 2H Zurich Travel Assistance’s team of security specialists will be available to assist the **insured** and **insured’s** personnel with advice, kidnap negotiation and coordination of their return to safety.

Please contact Zurich Travel Assistance on: +44 (0)1489 868 888.

### **Travel Security website**

Security information on over 180 countries worldwide via the Zurich Travel Assistance website [www.zurich.co.uk/travelassistance](http://www.zurich.co.uk/travelassistance)

### **Travel Security and Safety Briefings**

With 48 hours’ notice the security partner of Zurich Travel Assistance will provide the **insured’s** personnel with a security briefing tailored for their travel itinerary for high risk destinations, subject to a maximum of 2 briefings per trip or group booking. This will cover the risks, preventative measures and important contact details the **insured’s** personnel require to help them remain safe while abroad on a Journey. For all standard destinations the Zurich Travel Assistance website [www.zurich.co.uk/travelassistance](http://www.zurich.co.uk/travelassistance) is available.

## **Section 6 – Notes**

### **Passports**

It is recommended that a copy of the passport header page be taken on a Journey. Loss of passport is the most common mishap to befall UK travellers and a copy assists with emergency replacement.

### **Travelling Against Medical Advice**

In line with many travel insurance policies, this part has an exclusion of “travelling or intending to travel against medical advice”.

It is strongly recommended that if there is any doubt over a current or recent medical condition that the Insured Person visits their doctor to ensure they are fit to travel and are not invalidating their cover. This will help to avoid potential difficulties should the need to claim arise later for cancellation or sickness happening during the trip.

“Fit to travel” implies that during the trip the medical condition is unlikely to create the need for medical attention or other additional costs such as emergency evacuation or visit of a relative that would ordinarily qualify as a claim under this part.

The Insured Person should obtain a written statement from their GP or other medical practitioner at most 7 days before the trip starts stating that they are fit to travel having regard to:

- a) the condition itself; and
- b) the following features of the trip:
  - i) destination
  - ii) activities
  - iii) duration
  - iv) methods of travel.

The Insured Person should tell the medical professional that the required statement is for specific insurance purposes and that it may be relied upon to substantiate the validity of a claim should it later need to be made.

Where a trip is booked (incurring non-refundable expenses) a considerable time before the departure date, it is prudent to consider an additional earlier consultation with the medical professional to obtain a similar statement. This is in case a medical condition being experienced at the time of booking worsens to cause cancellation of the trip before departure, and the need for a Cancellation claim to be made.

### **Winter Sports**

Please refer specifically to the definitions of Winter Sports – Standard and Winter Sports – Advanced in section 1 and to the “excluded winter sports” special exclusion in section 3. Any winter sports activity not mentioned in these definitions is excluded (generally those of a more hazardous nature). There are important requirements about age, experience levels and supervision within these definitions. Please refer to the **insurer** if in doubt.

There is also additional cover related to winter sports in section 2C for hired equipment and section 2F for piste closure.

Please note the requirement for under-18s to wear helmets for certain activities (see special conditions).