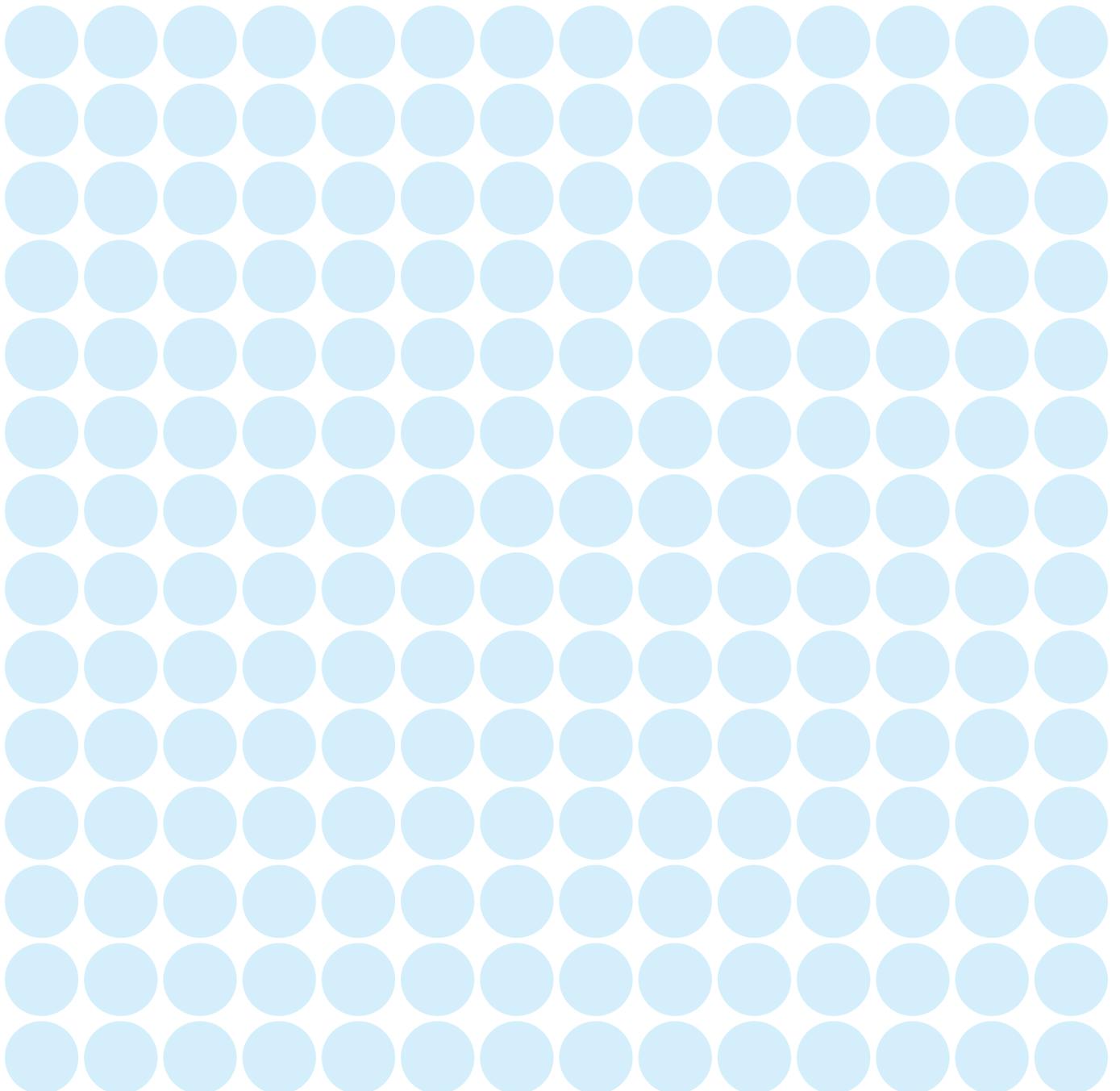


# School Journey (winter sports included)

Policy document



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# A warm welcome to Zurich

Thank **you** for taking out **your** School Journey insurance policy with **us** and welcome to Zurich Insurance plc.

Zurich Insurance plc is a member of a group of companies of which the ultimate parent company is Zurich Insurance Group Ltd, a company registered in Switzerland (Zurich). Zurich has a global network of subsidiaries and offices in North America and Europe as well as in Asia Pacific, Latin America and other markets. Founded in 1872, the Group is headquartered in Zurich, Switzerland. It employs approximately 60,000 people serving customers in more than 170 countries.

At Zurich **we** have **your** future in mind and look forward to working closely with **you**.

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

# School Journey (Winter Sports Included) policy

This policy is a contract between **you** and **us**. **You** have made a proposal to **us** which is the basis of and forms part of this contract.

This policy and any schedule, endorsement and certificate should be read as if they are one document.

**We** will insure **you** during any period of insurance for which **we** have accepted **your** premium provided always that all the terms and conditions of this policy are complied with. **Our** liability will in no case exceed the amount of any sum insured or limit of liability stated in this policy, the schedule or any endorsement to this policy.

Any reference to the singular will include the plural and vice versa.

Any reference to any statute or statutory instrument will include any amendments thereto or re-enactment thereof.

Any heading in this policy is for ease of reference only and does not affect its interpretation.

## Law Applicable to this Contract

In the UK the law allows both **you** and **us** to choose the law applicable to the contract.

This contract will be subject to the relevant law of England and Wales, Scotland, Northern Ireland, the Isle of Man or the Channel Islands depending upon **your** address stated in the schedule. If there is any dispute as to which law applies it shall be English law.

The parties agree to submit to the exclusive jurisdiction of the English courts.

For and on behalf of Zurich Insurance plc.



**Stephen Lewis**

Chief Executive Officer of Zurich Insurance plc, UK Branch.

This is a legal document and should be kept in a safe place.

Please read this policy, any schedule and endorsement carefully and if they do not meet **your** needs contact **us**.

### **How we use Personal Information**

**We** hold personal information in accordance with the Data Protection Act 1998. The information supplied to **us** by **you** may be held on computer and passed to other insurers and reinsurers for underwriting and claims purposes. **You** should show this to anyone whose personal information may be processed to administer this policy including handling any claims.

**We** use a variety of security technologies and procedures to help protect personal information from inappropriate use, and **we** will continue to revise procedures and implement additional security features as new technology becomes available.

**We** may use personal information for underwriting and claims purposes, statistical analysis, management information, market research, audits on the handling of claims, systems integrity testing, and risk management. **We** will only share personal information as described in this notice, or where **we** are required or allowed to do so by law.

**We** may record or monitor telephone calls for security and regulatory purposes.

### **Policy Administration**

In order to administer **your** insurance policy and any claims made against this policy **we** may share personal information provided to **us** with other companies within the Zurich Insurance Group and with business partners including companies inside and outside the European Economic Area. If **we** do transfer personal information including where **we** propose a change of underwriter **we** make sure that it is appropriately protected.

**We** may conduct searches about anyone whose personal information may be processed to administer this policy (including handling any claims) using publicly available sources. Examples are the edited electoral roll, county court judgments / Scottish decrees, bankruptcy registers and other public databases. This helps **us** assess applications for insurance, provide renewal quotations and check the accuracy of information. These searches may be recorded by credit reference agencies but they will not affect any credit standing.

### **Claims History**

Under the conditions of this policy **you** must tell **us** when **you** become aware of any incident that could be covered under this policy whether or not it is **your** intention to claim. When **you** tell **us** about an incident or claim **we** may pass information relating to it to any relevant claims related database. This helps to check information provided and prevent fraudulent claims.

**We** and other insurers may search relevant claims related databases when **you** apply for insurance in the event of any incident or claim or at time of renewal to validate your claims history or that of any other person or property likely to be involved in the policy or claim.

### **Fraud Prevention and Detection**

In order to prevent and detect fraud **we** may at any time:

- a) share information about **you** with other organisations including the police
- b) conduct searches using publicly available databases
- c) undertake credit searches
- d) check and share **your** details with fraud prevention and detection agencies.

If false or inaccurate information is provided and fraud is identified details will be passed to fraud prevention agencies. Law enforcement agencies may access and use this information. **We** and other organisations may also access and use this information to prevent fraud and money laundering for example when:

- a) checking details on applications for credit and credit related to other facilities
- b) managing credit and credit related accounts or facilities
- c) recovering debt and tracing beneficiaries
- d) checking details on proposals and claims for all types of insurance
- e) checking details of job applicants and employees.

Please contact **us** if **you** want to receive details of the relevant fraud prevention agencies. **We** and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

### **Data Protection Rights**

Individuals have certain rights under the Data Protection Act 1998, including the right to ask for a copy of the information **we** hold about them. **We** may make a small charge for this. Individuals also have the right to ask **us** to correct their information if it is inaccurate.

If **you** want to know more about how **we** use personal information or have any data protection questions, please contact the Data Protection Officer, Zurich Insurance plc, The Grange, Bishops Cleeve, Cheltenham, GL52 8XX.

# Section 1 – definitions

Certain words in this policy have a specific meaning. These meanings are given below and apply wherever the words appear in bold.

## **Bodily Injury**

Injury which is caused by an **event**.

## **Cancellation or Curtailment Limit**

The maximum amount for which **we** can be held liable in respect of all claims under section 7 for loss and expense arising out of any one **event**.

## **Consultants' Costs**

Reasonable fees and expenses of **our** 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.

## **Damage**

Physical loss or damage.

## **Electronic Business Equipment**

Property owned by **you** 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 **you**.

## **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 **you** or any person **you** 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**

**Our** maximum liability in respect of all claims for **bodily injury** arising out of any one **event**.

## **Governor**

Any member or co-opted member of **your** governing body or any subcommittee of it.

## **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 **you** who is involved in full-time education or is an adult helper or accompanying child authorised by **you** to participate in a **journey**.

### **Journey**

A journey for educational purposes not exceeding 31 days in duration approved by **you** 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 **our** written consent by a solicitor, firm of solicitors or any other appropriately qualified person, firm or company appointed by **you** or by the **insured person** including costs and expenses of expert witnesses and any such fees, expenses and other disbursements incurred by **us** 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.

### **Loss of Sight**

The total loss of sight which will be deemed to have occurred:

- a) in both eyes when the condition is shown to **our** satisfaction to be permanent and without expectation of recovery and the **insured person's** name has been added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist
- b) in one eye when the degree of sight remaining after correction is 3/60 or less on the Snellen Scale and **we** are satisfied that the condition is permanent and without expectation of recovery.

### **Loss of Limb**

- a) In the case of a lower limb loss by permanent physical severance at or above the ankle or permanent total loss of use of an entire leg or foot
- b) in the case of an upper limb loss by permanent physical severance of the entire 4 fingers through or above the metacarpal phalangeal joints or permanent total loss of use of an entire arm or hand.

### **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**

Our 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**

Our 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 **we** can be held liable in respect of all claims under section 9 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**
- d) by the **insured person** in returning to attend the funeral of a close relative in 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.

### We, Us, Our or Ourselves

Zurich Insurance plc.

### 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.

### You, Your, Yours or Yourselves

The organisation stated in the schedule as the Insured.

### Zurich Travel Assistance

The coordinator on **our** behalf of a range of services in connection with medical assistance aspects of this policy and a range of security services in connection with **kidnap** or political and natural disaster evacuation and other non-medical emergency aspects of this policy supported by a 24 hour helpline

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

## Section 2 – 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 we will pay **you** 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 <b>insured person</b> aged 16 years and over | £100 per week |
| 2. scholastic duties in respect of an <b>insured person</b> aged under 16 years | £25 per week  |

Provided always that:

- a) in respect of benefit D
- 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 **we** will not pay more than 100% of benefit C
  - 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
  - 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 **us**.

### 2.1 Dental Injury Expenses

If an **insured person** sustains **damage** to teeth or fixed dentures during the **operative time** we will pay **you** for the cost of necessary dental treatment required within 12 months of the **event** giving rise to the **damage** up to £1,000.

## 2.2 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** we will pay you the sum insured under benefit A. If it later transpires that the **insured person** has not died any amount paid will be refunded by you to us.

## 2.3 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 we will pay you in accordance with the benefits stated above.

## 2.4 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 we will pay you up to a maximum amount of £2,500.

## 2.5 Funeral Expenses

If a payment is made under this policy in respect of death of an **insured person** we will pay their legal representative or executor up to £5,000 for reasonable funeral expenses.

## 2.6 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 2

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 2

### 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 3 – medical and associated expenses

## The Cover

We will pay you 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 you 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.

### 3.1 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** we will pay you 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.

### 3.2 Search and Rescue Expenses

Where an **insured person** is reported missing to the appropriate authorities during a **journey** we will pay you 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 we will not pay more than £100,000 irrespective of the number of **insured persons** involved in one **event**.

### 3.3 Supplementary Hospital Expenses

In the event of a valid claim under this section we 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 3

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 your 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 4 – personal property

## The Cover

We will pay you 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.

### 4.1 Delayed Personal Property

We will pay you 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 we make will be deducted from the total amount payable under this section if the **personal property** is permanently lost.

### 4.2 Passport or Visa Indemnity

We will pay you 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** loss of or **damage** to 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 4

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 4.1
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

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

# Section 5 – 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 we will pay:

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

## Assistance Services

We 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 5. Where no claim is made under this section the value of the cash advanced will be reimbursed by **you** to **us** upon completion of the **journey**.

## Exclusions to Section 5

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 6 – electronic business equipment

## The Cover

We will pay you up to a maximum of £1,500 in the event of loss of or damage to electronic business equipment on a journey during the operative time.

## Exclusions to Section 6

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 7 – cancellation, curtailment, rearrangement and replacement expenses

## The Cover

If during the **operative time** or between the confirmed booking 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 **you** or the **insured person** we will pay **you** 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.

### 7.1 Disruptive Pupil Expenses

We will pay **you** 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 **you** 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**.

### 7.2 Missed International Connection and Missed Departure

We will pay **you** 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.

### 7.3 Replacement Expenses

We will pay **you** 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 **you** or the original **insured person** except such circumstances as are provided for under section 7.1 involving a disruptive pupil.

### 7.4 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 we 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.

## 7.5 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 **we** 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) **we** 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 7

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 you

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

### 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 **you** 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 **your** 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 disturbance 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 7

### 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** we will pay all such reasonable expenses necessarily incurred by **you** 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 7.5 will not exceed £3,000.

# Section 8 – kidnap

## The Cover

We will pay **you** 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 **us**.

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

Provided always that:

- a) we 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 **you** 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 8

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 **you** become legally liable to pay as the result of any legal action for damages including legal costs incurred by **you** 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 **you** or any **governor**, **employee** or authorised representative of **you** 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 **you** or the **insured person** has had kidnap insurance declined or cancelled.

# Section 9 – political and natural disaster evacuation

## The Cover

We will pay **you** 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 **you** or an **insured person** must contact **Zurich Travel Assistance** as soon as possible if evacuation becomes necessary.

### 9.1 Accommodation Expenses

In the event that the **insured person** is unable to return to the **United Kingdom** we will pay **you** 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 we will indemnify **you** 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 we will be entitled to deduct the value of the unused portion from the indemnity provided to **you** or the **insured person**
- c) in respect of any necessary air flight we will indemnify **you** or the **insured person** for the cost of an economy flight fare.

### Exclusions to Section 9

This section does not cover:

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

failure of **you** or the **insured person** to honour any contractual obligation, bond or specific performance condition in a licence

#### 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 **you** or the **insured person** in order to satisfy any debt, insolvency, financial failure or other financial obligation of **yours** 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 9**

**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 10 – legal expenses

## The Cover

We will pay you 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**.

You 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.

Our consent to pay **legal expenses** must be obtained in writing. This consent will be given if you or the **insured person** can satisfy us 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 **we** have agreed or make a successful defence. The decision to grant consent will take into account **your** opinion or that of the **insured person's** appointed representative as well as that of **our** 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** we provide will be reimbursed to **us**.

## Exclusions to Section 10

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 11 – personal liability

## The Cover

We will pay **you** 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 **our** prior written consent.

Provided always that:

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

## Exclusions to Section 11

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 **your** 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 **you** or the **insured person**, any person under a contract of service or apprenticeship with **you** or any person **you** have 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 12 – general exclusions

We 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 7 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 13 – general conditions

## 1. Alteration in Risk

You will notify **us** as soon as possible of any change in circumstances occurring after the commencement of this insurance whereby the risk of accident, injury, loss or damage is materially altered.

## 2. Cancellation

You may cancel this policy by giving **us** 30 days prior written notice. **We** may cancel this policy by giving **you** 30 days prior written notice at **your** last known address except that 5 days prior written notice will be given when cancellation is for non-payment of premium. Notice will be made via special delivery mail.

If **you** cancel this policy **we** will return a pro-rata of the annual premium subject to a minimum retention of £100 or one third of the annual premium whichever is greater provided always that no claim has been paid or is payable and no incident has occurred which could give rise to a claim under this policy. If **we** cancel the policy **we** will retain the pro-rata earned premium under it for the period during which this policy has been in force or the pro-rata minimum premium whichever is greater.

**We** may cancel any coverage provided under this policy in respect of **war** by sending **you** 7 days prior written notice **your** last known address. Notice will be made by special delivery mail.

## 3. Duplicate Cover

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

## 4. Fraud

If any claim is in any respect fraudulent or if any fraudulent means be used by **you** or any person acting on **your** behalf to obtain any benefit under this policy such claim will be excluded from coverage under this policy. **We** also reserve the right to terminate this policy and all future claims made under it by **you** may be forfeited.

## 5. Interest

No sum payable under this policy will carry interest.

## 6. Other Insurances

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

## 7. Policy Voidable

This policy will be voidable if **you** conceal or misrepresent any material fact or circumstance concerning this policy or the subject of it.

## 8. Reasonable Care

You 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 policy.

## 9. Sanctions

Notwithstanding any other terms of this policy **we** will be deemed not to provide cover nor will **we** make any payment or provide any service or benefit to **you** or any other party to the extent that such cover, payment, service, benefit and/or any business or activity of **yours** would violate any applicable trade or economic sanctions law or regulation.

## 10. Special Claims Conditions

It is a condition precedent to **our** liability under this policy that in the event of any circumstances which could give rise to a claim **you** will:

- a)
  - i) give written notice to **us** as soon as reasonably possible
  - ii) make no admission of liability without our prior written consent
  - iii) provide us or our 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 policy
  - iv) prove the loss to **our** reasonable satisfaction
  - v) forward immediately to **us** or **our** representatives any letter, writ or other document received in connection with any claim made under this policy
  - vi) assist and concur with all reasonable arrangements for **our** 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 **us** on all matters connected with a claim at such reasonable time and place as **we** may designate.

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

**We** reserve the right to:

- 1) take such steps as **we** 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 policy
- 3) pursue all rights or remedies available to **you** whether or not payment has been made.

## 11. 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 policy.

## 12. 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.

## 13. 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.

## 14. 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 14 – medical assistance and security assistance

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

*Please note that these services are provided on **our** behalf by third parties who are contracted to **us**.*

## **(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.

**You** 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.

We 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 5. Where no claim is made the value of the cash advanced will be reimbursed by **you** to **us** 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 **your** 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**

We have partnered with security experts to provide **you** 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 8 and 9)

**Zurich Travel Assistance's** team of security specialists will be available to assist **you** and **your** 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 **your** 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 **your** 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 15 – our complaints procedure

## Our Commitment to Customer Service

We value the opportunity to look into any concerns **you** may have with the service **we** have provided and **we are** committed to handling all complaints fairly, consistently and promptly.

## Who to Contact in the First Instance

Many concerns can be resolved straight away therefore in the first instance please get in touch with **your** usual contact as they will generally be able to provide **you** with an immediate response to **your** satisfaction.

Contact details will be provided on correspondence that **we** or **our** representatives have sent **you**.

If **we** cannot resolve **your** complaint straight away **we** will aim to resolve **your** concerns as soon as possible and **we** will keep **you** informed of progress while **our** enquiries are continuing. The majority of complaints **we** receive are resolved within 4 weeks of receipt.

## The Financial Ombudsman Service (FOS)

If **we** are unable to resolve **your** complaint to **your** satisfaction within 8 weeks or if **you** remain dissatisfied following receipt of **our** final response letter **you** may be able to ask the FOS to formally review **your** case. **You** must contact the FOS within 6 months of **our** final response.

The FOS contact details are as follows:

Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR

**You** can telephone for free on:

**08000 234 567** for people phoning from a “fixed line” (for example a landline at home)

**0300 123 9 123** for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02

or e-mail: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

This is a free and impartial service and will not affect **your** legal rights.

The FOS can help with most complaints if **you** are:

- a consumer
- a business employing fewer than 10 persons that has an annual turnover or balance sheet that does not exceed €2 million
- a charity with an annual turnover of less than £1 million
- a trustee of a trust with a net asset value of less than £1 million

If **you** are unsure whether the FOS will consider **your** complaint please contact them directly for further information.

**You** are entitled to contact the FOS at any stage of **your** complaint.

## The Financial Services Compensation Scheme (FSCS)

**We** are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation should **we** be unable to meet **our** obligations. Further information is available on [www.fscs.org.uk](http://www.fscs.org.uk) or **you** may contact the FSCS on 0800 678 1100.

Following this complaints procedure does not affect **your** legal rights.

# Section 16 – notes

## Passports

We recommend 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 policy has an exclusion of “travel against medical advice”.

We strongly recommend 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 the policy.

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 general exclusion 4 in section 12. 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 us if in doubt.

There is also additional cover related to winter sports in section 4 for hired equipment and section 7 for piste closure.

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



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