

# TRAVEL INSURANCE POLICY

Master Policy No ETI-Absolute201907

**This policy is for residents of the United Kingdom, Channel Islands or the Republic of Ireland only**

Arranged by:

**Fogg Travel Insurance Services Ltd**

Crow Hill Drive, Mansfield, Notts. NG19 7AE United Kingdom

Tel: +44 (0)1623 631331 Fax: + 44 (0)1623 420450

Underwritten by: **ETI - International Travel Protection. The United Kingdom branch of Europäische Reiseversicherung (ERV) A.G**

**Valid for issue between  
1 September 2019 and 31<sup>st</sup> August 2020  
for departures up to 30<sup>th</sup> November 2021**

## SUMMARY OF POLICY COVER

### A. PRE-TRAVEL POLICY

Policy section	Maximum benefit	Excesses	
		Under 18	18 & over
1. Cancellation /loss of deposit Delay abandonment	up to £5,000 up to £5,000 (See notes 1 and 2)	£40 / £30 £40	£75 / £30 £75

### B. TRAVEL POLICY

Policy section	Maximum benefit	Excesses	
		Under 18	18 & over
1. Personal possessions	up to £1,750	£40	£75
Under 18 years limit	up to £750		
Single article limit	up to £200		
Valuables limit	up to £200		
School property+	up to £500	£75	£75
Team equipment	up to £750	£75	£75
Delayed possessions	up to £150	Nil	Nil
2. Personal money	up to £500	£40	£75
Cash limit	up to £200		
Party leader+	up to £1,000	£75	£75
Cash limit	up to £500		
Loss of travel documents	up to £250	£40	£75
3. Emergency medical expenses	up to £5,000,000	£40	£75
Hospital benefit	up to £600	Nil	Nil
Unused ski pack	up to £200 (See note 1)	Nil	Nil
4. Curtailment	up to £5,000 (See notes 1 and 2)	£40	£75
5. Personal liability	up to £2,000,000	£40*	£75*
6. Organisers liability+	up to £5,000,000	£250	£250
7. Personal accident	up to £20,000** (See note 3)	Nil	Nil
8. Legal costs and expenses	up to £25,000	£250	£250
9. Piste closure***	Up to £200	Nil	Nil

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

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

+ Applicable only to school or youth group organised trips.

\*\*\* valid only between 1<sup>st</sup> December and 30<sup>th</sup> April.

COVER PROVIDED FOR ABSOLUTE TRAVEL & TOURS / ABSOLUTE SKIWISE			
Policy section	Maximum benefit	Excesses	
		Under 18	18 & over
10. Delayed arrival	up to £100	Nil	Nil
Missed departure	up to £1000	Nil	Nil
Additional travel expenses	up to £100	Nil	Nil

### PRE-TRAVEL & TRAVEL POLICY

**Note 1. (a)** Your policy does not provide cover for re-occurring or **pre-existing health conditions** unless **you** are under **18** years travelling in the **United Kingdom** or Europe. If **you** are **18** and over travelling anywhere, or **you** are under **18** travelling outside Europe and have **ever** had a heart or circulatory related problem, a stroke, cancer, any breathing problems, any psychological conditions, diabetes, or any other health condition which has been treated in hospital or has been referred to a specialist in the last **2** years **you** should phone our Referral Helpline quoting **ABSOLUTE TRAVEL & TOURS** on **+44 (0)1623 635958** to see if cover is available. We will confirm any special terms in writing.

**(b)** **You** must also tell **us** if **your** health or medication **changes between buying this policy and travelling** for any **insured-person** of age or destination.

**Note 2.** **You** must tell **us** if **you** have a **close relative** whose health may make it necessary for **you** to cancel or cut short **your trip**. Please telephone our Referral Helpline quoting **ABSOLUTE TRAVEL & TOURS** on **+44 (0)1623 635958** with details to see what cover is available.

### TRAVEL POLICY

**Note 3.** Cover for accidental death is reduced to **£5,000** if **you** are under **18** years of age.

### GEOGRAPHICAL AREAS

- Area 1** - **United Kingdom** where it is **your home country**.  
**Area 2** - Europe, including the **Channel Islands**, and all countries west of the Ural Mountains, Republic of Ireland, Iceland, Algeria, Morocco, Tunisia, Turkey, Egypt, the Azores, Canary Islands, Madeira and Mediterranean islands and the **United Kingdom** where it is not **your home country**.  
**Area 3** - Worldwide *including* the United States of America, Canada.

### AGE LIMITS

This insurance will not cover:

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

### POLICY INFORMATION

This insurance policy is to confirm that those persons who have paid the required premium are insured under the Master Policy No ETI-Absolute201907 on behalf of ETI - International Travel Protection, the United Kingdom branch of Europäische Reiseversicherung (ERV) A.G., an Ergo Group Company incorporated and regulated under the laws of Germany, Companies House Registration FC 25660 and Branch Registration BR 007939. ERV is authorised by the Bundesanstalt für Finanzdienstleistungsaufsicht (BAFIN - www.bafin.de) and the Prudential Regulation Authority and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details of the extent of Our regulation by the Prudential Regulation Authority, and regulation by the Financial Conduct Authority are available from Us on request. Our registration number is 220041. Cover is provided for each passenger who is shown as having paid the insurance premium and whose name is shown on the booking confirmation invoice issued by **your** tour operator. This insurance wording is a copy of the master policy and is subject to the terms, conditions and exclusions of the master policy.

This insurance is sold on the understanding that **you** are travelling with the intention to return to **your home country** within **your trip** dates.

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

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

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

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

**We** are unable to provide any cover for a claim arising from a recognised complication of a known **pre-existing health condition** of a **close relative** or a close **business associate** unless declared to **us** and accepted by **us** in writing.

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

No cover will be in force for **B – Your Travel Policy** if **you** claim under **A. Your Pre-Travel Policy**.

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

**PLEASE READ YOUR INSURANCE POLICY CAREFULLY.**

**FAILURE TO OBSERVE THE TERMS AND CONDITIONS SET OUT IN THIS DOCUMENT MAY PREJUDICE ANY CLAIM.**

### WHERE TO OBTAIN A CLAIM FORM

**For All Sections except Legal Costs and Expenses Section B8**

If **you** require a claim form please visit [www.foggtravelinsurance.com](http://www.foggtravelinsurance.com) and click on **claim forms** – **you** can print the relevant claim form required or by email to [claims@foggtravelinsurance.com](mailto:claims@foggtravelinsurance.com) or alternatively if **you** do not have internet access **you** can contact:

**Fogg Travel Insurance Services Limited**

Crow Hill Drive, Mansfield, Notts, NG19 7AE, United Kingdom  
on telephone: + 44 (0)1623 631331

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

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

**For Legal Costs and Expenses Section B8**

Claims or enquiries **You** must notify within **180** days of the event giving rise to **Your** claim to: **DAS Legal Expenses Insurance Company Limited**,  
DAS House, Quay Side, Temple Back, Bristol, BS1 6NH, United Kingdom  
Tel **+44 (0)117 934 0548**

## OUR PLEDGE TO YOU

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

## YOUR RIGHT TO COMPLAIN

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

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

### FOR ALL SECTIONS EXCEPT SECTION B8 LEGAL COSTS AND EXPENSES

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

### FOR SECTION B8 – LEGAL COSTS AND EXPENSES

Customer Relations Department, DAS Legal Expenses Insurance Company Limited,  
DAS House, Quayside, Temple Back, Bristol, BS1 6NH United Kingdom  
Telephone: +44 (0)344 893 9013 Email: [customerrelations@das.co.uk](mailto:customerrelations@das.co.uk)

### FOR ALL SECTIONS

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

- i) UK residents: The Financial Ombudsman Service (FOS) to review your case. Their address is Exchange Tower, London, E14 9SR, telephone advice line is 0800 023 4567 or
- ii) Republic of Ireland residents: The Consumer Protection Codes, The Insurance Regulator, PO Box 9138, College Green, Dublin 2, telephone: lo-call 1890 777777 or (01) 410 4000 to review the claim

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

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

## SPORTS AND ACTIVITIES COVER

Unlike other policies we cover many **hazardous activities** as standard with no additional premium required. If the sport or activity **you** are participating in is not listed below or is not a sport or activity that forms part of a published activity provided by **ABSOLUTE TRAVEL & TOURS** please contact Fogg Travel (contact details can be found below or under the **hazardous activity** definition) to ensure **you** are covered.

### IMPORTANT:

**If your sport or activity is arranged and/or provided by ABSOLUTE TRAVEL & TOURS as part of your trip (examples include (but are not limited to) basketball, cricket, football, hockey, netball, rugby, watersports) cover is given for that sport or activity as standard subject to the terms and conditions of this policy, irrespective if it is not listed below.**

**If you are on a ABSOLUTE SKIWISE organised WINTER SPORTS trip please also refer to the Winter Sports Option section across this page for a list of covered winter sports activities, provided the appropriate winter sports premium has been paid.**

The following is a list of sports and activities covered during the period of insurance with no additional premium on a non-professional and non-competitive basis (unless otherwise stated):

Abseiling, Aerobics, Amateur Athletic Field/track Events, Angling, Animal Sanctuary/Refuge Work, Archery, Athletics,  
Badminton, Bamboo Rafting, Banana Boating, Bar Work (excluding Personal Liability), Baseball, Basketball, Beach Games, Biathlon, Billiards, Bird Watching, Body/Boogie Boarding, Bowling, Bowls, Boxing Training, Bridge, Bridge Swinging, Bungee Jumping,  
Camel Riding/Trekking, Camping, Canoeing (up to grade 3 rivers only), Caravanning (excluding Personal Liability), Catamaran Sailing (In-shore) (excluding Personal Liability), Chess, Clay Pigeon Shooting, Climbing (climbing wall, with use of ropes or guides), Cricket, Croquet, Curling, Cycle Touring, Cycling,  
Dancing, Darts, Deep Sea Fishing, Diving,  
Elephant Riding/Trekking,  
Fell Running, Fell Walking, Fencing, Fishing, Fives, Flag football, Flying as passenger (private/small aircraft), Flying (excluding crew/pilot), Football (amateur), Football - Beach Kick Around, Fresh Water/Sea Fishing, Frisbee, Fruit or Vegetable Picking (excluding Personal Liability),  
Glass Bottom Boats, Gliding (learning, non competition), Golf, Gorilla Trekking, Gymnastics,  
Highland games, Hiking up to 2,000m, Hill Walking up to 2,000m, Historical Research, Horse Riding (no eventing), Hot Air Ballooning (passenger only),  
Indoor Skating,  
Jet Boating (excluding Personal Liability), Jet Skiing (excluding Personal Liability), Jogging,  
Kayaking (up to grade 2 rivers only), Keepfit, Kiting, Korfball,  
Low Ropes,  
Manual Labour involving the lifting or carrying of heavy items of no more than 25 kg, work at no more than 2 storeys high (excluding any form of work underground) (excluding Personal Liability), Marathons, Model Flying, Motorcycling with appropriate UK licence (excluding Personal Liability), Motor homing (excluding Personal Liability), Mountain Biking (mountain paths/trails and roads),  
Netball,  
Orienteering,  
Petanque, Pigeon racing, Pony Trekking, Pool, Power lifting,  
Quoits,  
Rackets, Rafting, Rambling up to 2,000m, Rap Running/Jumping, Raquet Ball, Re-Enactment, Restaurant Work (excluding Personal Liability), Rifle Range, Ringos, River Walking, Rock Scrambling (under 4,000m), Rounders, Rowing, Running,

Safari (UK Organised), Safari Trekking, Sail Boarding, Sailing, Sailing/Yachting inshore (recreational) (excluding Personal Liability), Scuba Diving to 30m (PADI or BSAC qualified or diving with and under the direction a qualified instructor. No solo diving. **You** will not be covered under this policy if **you** travel by air within 24 hours of participating in scuba diving), Sea Fishing, Shinty, Shooting, Shooting (target range-not hunting), Small Bore Target Shooting, Snooker, Snorkelling, Softball, Sprint/Long Distance, Squash (amateur), Surfing (amateur), Swim Trekking, Swimming, Swimming with Dolphins, Sydney Harbour Bridge,  
Table Tennis, Team Games, Ten Pin Bowling, Tennis, Trekking up to 2,000m, Triathlon, Tubing, Tug of War,  
Volleyball,

Walking up to 2,000m, Water Skiing (amateur), Weight Lifting, Whale Watching, White Water Rafting (grade 1 to 3), Windsurfing, Working (excluding Personal Liability) (excluding **manual labour**),

Yachting (inland and coastal waters) (excluding Personal Liability), Yoga.

Any claims which arise whilst undertaking any of these activities for any purpose other than leisure (examples of non-leisure purposes include racing (other than on foot), timed events, professional / semi-professional / paid / sponsored racing, display events, photo shoots, etc.) will not be covered under this policy. If **you** are unsure please do not hesitate to contact Fogg Travel, telephone +44 (0)1623 631331 (retail option) or email to [queries@foggtravelinsurance.com](mailto:queries@foggtravelinsurance.com) (Mon to Fri 9am to 5pm) quoting **ABSOLUTE TRAVEL & TOURS** and **we** can discuss **your** individual requirements.

**Where necessary you must ensure that the covered sport or activity is adequately supervised and appropriate safety equipment and/or clothing is worn at all times.**

## WINTER SPORTS OPTION:

### ADDITIONAL PREMIUM REQUIRED

**The following is a list of winter sports activities covered on a non-professional, amateur and non-competitive basis PROVIDED THAT you are on a ABSOLUTE SKIWISE organised winter sports trip and the appropriate winter sports premium has been paid.**

Big Foot Skiing, Blade Skating,  
Cat Skiing/Snowboarding, Cross Country Skiing,  
Dry Slope Skiing/Snowboarding/ Snowdome,  
Glacier Walking,  
Heliskiing (provided helicopter lands at a designated site to allow you to disembark), Husky Dog Sledding,  
Ice Hockey with Full Body Protection, Ice Skating (official licensed ice rinks indoor or outdoor),  
Kick Sledging, Land Skiing, Langlauf,  
Mono Skiing, Nordic Skiing,  
Off-piste Skiing/Snowboarding, Passenger Sledge,  
Ski Boarding, Ski Dooing, Skiing, Sledging, Sleigh Riding (reindeer, horses, dogs), Snow/Ski Biking, Snow Blading, Snowboarding, Snow/Ski Bobbing, Snowcat Driving (excluding Personal Liability), Snow Mobiles/Ski Doos (excluding Personal Liability), Snow Parascending, Snow Scooting, Snow Shoe Walking, Snow Tubing, Speed Skating,  
Telemarking, Tobogganing.

Any claims which arise whilst undertaking any of these activities for any purpose other than leisure (examples of non-leisure purposes include racing (other than on foot), timed events, professional / semi-professional / paid / sponsored racing, training for professional or competition levels, display events, photo shoots, etc.) will not be covered under this policy, unless otherwise stated.

**Where necessary you must ensure that the covered sport or activity is adequately supervised and appropriate safety equipment and/or clothing is worn at all times.**

## A. YOUR PRE-TRAVEL POLICY

### HOW YOUR PRE-TRAVEL POLICY WORKS

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

**We** are unable to provide any cover for a claim arising from a recognised complication of a known **pre-existing health condition** of a **close relative** or a **close business associate** unless declared to **us** and accepted by **us** in **writing**.

**All numbers and letters shown under 'For each insured-person this insurance will not cover:' refer to the same numbers and letters under 'For each insured-person this insurance will pay.'** Where no letters or numbers are shown it applies to the **whole section**. **You** are required to disclose any relevant information otherwise **your** policy will not cover **you** and it may invalidate it altogether.

If **you** are a person buying insurance wholly or mainly for personal purposes unrelated to **your** employment, you have a duty to take reasonable care to answer questions fully and accurately, and that any information **you** volunteer is not misleading. This duty exists before the cover is placed, when renewed, or altered at any time throughout the duration of the policy. If **you** do not do so, **your** Insurer may be able to void **your** policy from inception. An example of this could be the medical history of a **close relative** or other person that may cause **you** to cancel or cut short **your** trip. If **you** are unsure whether or not information is relevant please do not hesitate to call **us** on + 44 (0)1623 635958.

No cover will be in force for **B – Your Travel Policy** if **you** claim under **A. Your Pre-Travel Policy**.

### WHEN YOUR PRE-TRAVEL POLICY COVER STARTS AND ENDS

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

## DISCLOSURE OF PRE-EXISTING HEALTH CONDITIONS

Your policy may not cover claims arising from **your pre-existing health conditions** so **you** need to tell **us** of anything **you** know that is likely to affect **our** acceptance of **your** cover.

### IMPORTANT

- If **you** are over **18** years of age travelling anywhere **or you** are under **18** travelling outside Europe **you MUST** contact **our** Referral Helpline to declare **your pre-existing health conditions**. Please read part **A. Pre-existing health conditions 1, 2 and 3** shown below. **You** should also read part **B.** below to see if applicable to **you**.
- However, if **you** are under **18** travelling in the **United Kingdom** or within Europe **you DO NOT** need to make a declaration under part **A.** for cover to apply. **Your pre-existing health conditions** will automatically be covered. **You** should now read part **B.** below to see if applicable to **you**.
- **You** should also read the section below - **New medical condition or change in medical condition or ongoing medication** to see if applicable to **you**.

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

1. Have **you**, or anyone travelling with **you**, **ever** had treatment for:
  - any heart or circulatory condition,
  - a stroke or high blood pressure.
  - a breathing condition (such as asthma).
  - any type of cancer.
  - any type of diabetes.
  - any type of psychological condition (such as stress, anxiety, depression, eating disorders or mental instability).
2. In the last **2** years - have **you**, or anyone who is travelling with **you**, been treated for any serious or re-occurring medical condition, asked to take regular prescribed medication, or referred to a specialist or consultant at a hospital for tests, diagnosis or treatment?

If **you** have answered '**Yes**' to any of the above questions **we** may be able to offer some cover and may be able to cover **your** health condition, although an increased premium may be required. To enable **us** to consider **your** health condition please contact the Referral Helpline quoting **ABSOLUTE TRAVEL & TOURS** on **+44 (0)1623 635958** to see if cover is available. All calls will be treated in the strictest confidence.

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

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

**B. In all cases you MUST tell us about** anything concerning the health of a **close relative** or **business associate** who is **not insured on this policy** but may make it necessary for **you** to cancel or cut short **your trip**. **You** should contact the Referral Helpline quoting **ABSOLUTE TRAVEL & TOURS** on **+ 44 (0)1623 635958** as soon as possible so **we** can advise **you** if **we** are able to insure the additional risk and any terms **we** may require.

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

If when **you** buy this policy **you** are aware of anyone or anything that could increase the risk or result in a claim **you** must tell **us**. If **you** do not tell **us**, **your** policy may not cover **you**, and might be invalidated altogether. **We** reserve the right to charge an increased premium, decline, withdraw cover or increase the policy excess as well as cancel or restrict cover for any person.

Should **we** require any additional premium, and **you** accept **our** offer, this should be paid to Fogg Travel either by credit card or cheque, made payable to Fogg Travel, and sent within **14** days of receipt. Should **you** decide not to pay the additional premium the **pre-existing health condition** will not be covered. Full confirmation of **our** terms and conditions will be sent out to **your** address after **your** call. Any additional **pre-existing health condition** not declared to **us** will not be covered.

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

### Please note:

**We** are unable to provide cover for any claim arising from a recognised complication of a known **pre-existing health condition** of a **close relative** or a close **business associate** unless declared to **us** and accepted by **us** in writing.

## NEW MEDICAL CONDITION OR CHANGE IN MEDICAL CONDITION OR ONGOING MEDICATION

If **your** health or **your** ongoing medication changes (for any **insured-person** of any age or destination) between the date the policy was bought and the date of travel **you** should advise **our** Referral Helpline quoting **ABSOLUTE TRAVEL & TOURS** on **+44 (0)1623 635958** as soon as possible. **We** will advise **you** what cover **we** are able to provide after the date of diagnosis. **We** reserve the right to charge an additional premium, increase the excess, exclude the condition or withdraw cover if the condition declared makes this necessary.

Should **we** require any additional premium, and **you** accept **our** offer, this should be paid to Fogg Travel either by credit card or cheque, made payable to Fogg, and sent within **14** days of receipt. Should **you** decide not to pay the additional premium the **pre-existing health condition** will not be covered. Full confirmation of **our** terms and conditions will be sent out to **your** address after **your** call. Any additional **pre-existing health conditions** not declared to **us** will not be covered.

## DEFINITION OF WORDS APPLICABLE TO YOUR PRE-TRAVEL POLICY

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

**Channel Islands** - means Jersey, Guernsey, Alderney, Sark, Herm, Jethou, Brecqhou and Lihou.

**Close relative** - means spouse or partner living at the same address, parents, step-parent, grandparents, parents-in-law, brother, sister, child, step-child, grandchild, foster-child, fiancé(e), aunt, uncle.

**Consent** - means

- i. **Your** agreement on **Your** own behalf; and, where **You** are the legal parent or guardian of children under the age of **16** to be insured on the policy, on their behalf; and
- ii. **Your** warranty that, **Your** spouse or partner and any other children aged **16** and above to be insured on the policy, have given their agreement; and
- iii. **Your** warranty that, where **You** are NOT the legal parent or guardian of children under the age of **16** to be insured on the policy but **Your** spouse or partner is, that **Your** spouse or partner has given his/her agreement on their behalf.

**Hazardous activity** – means any activity that requires skill and involves increased risk of injury **except** where these form part of a published activity provided by or arranged by **ABSOLUTE TRAVEL & TOURS** and/or where it is an organised **winter sports trip** with **ABSOLUTE SKIWISE** and the appropriate **winter sports** premium has been paid, and/or where the **hazardous activity** is listed under the sports and activities cover section on page **2** of this policy and are covered for free under this insurance, together with the **winter sports** activities listed that are covered **provided that** the appropriate **winter sports** premium has been paid. If **you** are taking part in any sport or activity not listed please contact Fogg Travel, telephone **+ 44 (0)1623 631331** (retail option) or email to [queries@foggtravelinsurance.com](mailto:queries@foggtravelinsurance.com) (Mon to Fri 9am to 5pm) to ensure **you** are covered. An additional premium may apply for those activities which are not free but for which cover is available.

**Home** - means one of **your** normal places of residence in the **United Kingdom, Channel Islands** or the Republic of Ireland.

**Home country** – means both the country **you** live in the **United Kingdom, Channel Islands** or the Republic of Ireland, including British Forces Posted Overseas (BFPO).

**Insured-person/you/your** - means the school or other group stated in the tour operator booking confirmation invoice who is shown as having paid the insurance premium or where insurance is included within **your trip** costs and is shown on the passenger manifest issued by **your** tour operator.

The maximum benefits and excesses will apply separately to each person who has insurance and is shown on the passenger manifest as being a member of the insured group.

**Organiser** - the person on behalf of the **insured-person** who is acting as party leader or other principal person of the whole group booking and is included in the tour operator booking, and without whom the **trip** would not be able to continue to normal completion.

**Pre-existing health condition** – means any heart, circulatory or breathing conditions, cancer or diabetes or serious or re-occurring medical condition which has been previously diagnosed, investigated or treated in any way, at any time prior to travel, even if this condition is currently considered to be stable and under control.

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

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

**Trip** - means a holiday or journey that begins when **you** leave **home** and ends on **your** return to either (i) **your home**, or (ii) a hospital or nursing home in the in **your home country** following **your** repatriation, both during the period of cover. Any subsequent holiday or journey that starts after **you** have returned **home** or to a hospital or nursing home (as described above) is not covered.

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

**We/our/us** - means ETI - International Travel Protection. The United Kingdom branch of Europäische Reiseversicherung (ERV) A.G..

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

## POLICY EXCESS APPLICABLE TO YOUR PRE-TRAVEL POLICY

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

## POLICY CONDITIONS APPLICABLE TO YOUR PRE-TRAVEL POLICY

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

### 1. OBSERVING THE FOLLOWING:

- (a) being a **resident** of the **United Kingdom, Channel Islands** or the Republic of Ireland.
- (b) taking all possible care to safeguard against accident, injury, loss or damage as **if you had no insurance cover**.
- (c) producing **your** booking confirmation invoice confirming **you** are insured before a claim is admitted.
- (d) giving **us** full details in writing of any incident that may result in a claim under any section of the policy at the earliest possible time.
- (e) notifying **us** immediately of any changes in **your** health or medication after **you** buy the policy.
- (f) providing all necessary information and assistance **we** may require at **your** own expense (including where necessary medical certification and details of **your** National Health number or equivalent and Private Medical Insurance).
- (g) accepting that no alterations and/or additions to the printed terms and conditions of **your** policy be valid unless initialled by **us**.
- (h) checking with **your** doctor on the advisability of making the **trip** if **you** have any existing medical condition, taking into account **your** chosen destination, the climatic conditions, the stability of **your** condition, the effect of any additional drugs or vaccines necessary and the standard of the medical services available. Cover will not be given if travel is against the advice of **your** doctor or a medical professional such as a dentist.
- (i) not travelling specifically to receive medical treatment during **your trip** or in the knowledge that **you** are likely to need treatment.
- (j) not requiring insurance for any health condition where a terminal prognosis has been given by a registered doctor before buying this policy.
- (k) not requiring insurance for any health condition that is being investigated or for which **you** are awaiting or receiving treatment in hospital at the time of buying this policy.
- (l) disclosing all relevant information as soon as possible after the policy is issued.
- (m) obtaining any recommended vaccines, inoculations or medications prior to **your trip**.

### 2. RECOGNISING OUR RIGHTS TO:

- (a) make **your** policy void where a false declaration is made or any claim is found to be fraudulent.

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

## SECTION A1 - CANCELLATION CHARGES

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

up to **£5,000**:

1. for **your** proportion of (i) transport charges, (ii) loss of accommodation and (iii) additional travel expenses (iv) pre-paid excursions booked in **your home country** prior to the start of **your trip** that **you** have paid or agreed to pay and that **you** cannot recover from any other source following **your necessary** cancellation after **you** bought this insurance and before **your trip** starts through **your** inability to travel due to:
  - (i) the death, injury or illness of:
    - **you** or a friend with whom **you** are travelling.
    - a **close relative in your home country**.
    - a close **business associate** who lives in **your home country**.
    - a friend who lives abroad and with whom **you** were intending to temporarily stay, *or*
  - (ii) **you**, a friend or **close relative** who is travelling with **you** and included on **your** booking being required in **your home country** for jury service or as a witness in a Court of Law, *or*
  - (iii) **you**, a friend or **close relative** who is travelling with **you** and included on **your** booking, and shall include **your** parent(s) if **you** are travelling with a group and are in full time education, being given notice of **redundancy**, *or*
  - (iv) the requirements of H. M. Forces, *or*
  - (v) **your**, a friend or **close relative** who is travelling with **you**, presence being required by the Police after **your home**, or the home in **your home country** of **your** friend or **close relative**, or usual place of business in **your home country**, having suffered from burglary, serious fire, storm or flood.
  - (vi) the departure the **United Kingdom** or Channel Islands of **your** international flight, international train or sailing being delayed for more than **24** hours from the scheduled departure time from **your international departure point you** wish to abandon **your trip**.
2. for the proportion of (i) transport charges, (ii) loss of accommodation and (iii) additional travel expenses that have been paid or agreed to be paid and that cannot be recovered from any other source by the whole group following the **necessary** cancellation of the whole group booking as agreed by Fogg Travel, after this insurance was bought and before the **trip** starts through the inability of the group to travel due to the death, injury or illness of the **organiser**.  
**PROVIDED THAT** such **organiser** cannot reasonably be replaced and that any such cancellation of the whole group booking is agreed by Fogg Travel prior to cancellation with the tour operator.

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

- the first **£75** (reduced to **£40** for persons aged under **18** (reduced to **£30** on claims for deposits only)) of any loss, charge or expense made on each claim under this section.
- **you** if **you** are aged **65** or over.
- any claim where **you** have not obtained a written statement at the time of the cancellation confirming the necessity to cancel **your trip**.
- any payment or part payment made using frequent flyer vouchers, Air Miles/Avios vouchers or other vouchers that have no financial face value.
- any payment where **you** have not suffered any financial loss.
- cruises (where a pleasure ship voyage is more than **72** hours in duration sailing on seas or oceans and may include stops at various ports).
- any claim that is due to:
  - the withdrawal of previously approved leave by **your** employer unless it is due to the death or serious illness of a close **business associate**.
  - **your** failure to obtain the required passport, visa, ESTA or equivalent.
  - **your** carrier's refusal to allow **you** to travel for whatever reason.
  - the operation of law or as a result of an unlawful act or criminal proceedings against anyone included in **your** booking.
  - the failure of any transport or accommodation provider, their agent or anybody who is acting as **your** agent.
  - the cancellation of **your trip** by the tour operator.
  - the failure of **your** travel agent or tour operator.
  - the cancellation of any conference or business **trip** onto which **your trip** was to be an add-on.
  - financial circumstances or unemployment except when it is due to **redundancy** that **you** received or were aware of after buying this insurance.
  - **your** disinclination to travel.
  - **your** loss of enjoyment of the **trip** however caused.
  - **you** travelling in an aircraft (other than as a passenger in a fully licensed passenger carrying aircraft and for no other purpose).
  - **your** suicide, self-injury or any wilful act of self exposure to peril (except where it is to save human life).
  - **you** being under the influence of drugs (except those prescribed by **your** registered doctor but not when prescribed for treatment of drug addiction).
  - **your** abuse or prior abuse of solvents or alcohol.
  - death or illness of any pets or animals.
  - terrorism, riot, civil commotion, strike or lock-out.
  - **Cyber-terrorism**.
  - **Contamination**.

- any event that is due to **you** participating in a **hazardous activity** except where forming part of the published tour operator programme and/or where shown to be covered under the sports and activities cover section and/or where an additional premium has been paid and the policy endorsed.
- cancellation due to the fear of an epidemic or pandemic.
- cancellation of the **trip** on the advice or recommendations published by the Foreign and Commonwealth Office and applicable at the time of departure.
- the cost of Air Passenger Duty or equivalent, airport charges or booking fees.
- any payments made or charges levied after the date of diagnosis of any change in **your** health or medication after the policy was bought (for any **insured-person** of any age or destination) unless this has been advised to **us** and any revised terms or conditions have been confirmed in writing.
- cancellation of **your trip** due to a health condition of a person travelling with **you**, and included on **your** booking where the risk attached to that health condition has not been accepted by **us** in writing.
- cancellation for any claim arising from a recognised complication of a known **pre-existing health condition** of a **close relative** or **close business associate**, where the risk attached to that health condition has not been accepted by **us** in writing.
- any **pre-existing health condition** or health condition that has been diagnosed, been in existence or for which **you** have received treatment from a hospital or specialist consultant during the last **2** years *or* for which **you** are awaiting or receiving treatment or under investigation (except where **you** are under **18** years travelling in the **United Kingdom** or Europe) unless **we** have agreed cover in writing and any additional premium has been paid.
- any claim arising from any relevant information known by **you** at the time of buying this policy or which occurs between booking and travel, including any new medical condition or change in medical condition or ongoing medication (for any **insured-person** of any age or destination), unless it has been disclosed to **us** and **we** have agreed in writing any terms applicable.
- any claim for damage for loss, or deterioration of, or damage to property.
- any loss unless it is specified in the policy
- 1. (iv) any event that is the result of leave being cancelled because of war, terrorism, biological or chemical warfare, invasion, act of foreign enemy, hostilities (whether war has been declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
  - any claim where **you** have not obtained prior authority to take leave.
  - any claim where leave has been cancelled on disciplinary grounds.
- 1.(vi) the cost of any accommodation, food, drink, telephone calls or faxes.
  - any claim that is due to the failure of any transport or accommodation provider, their agent or anybody who is acting as **your** agent.
  - any compensation unless **you** have checked in **your** possessions and obtained written confirmation from **your** airline, railway company, shipping line or their handling agents that shows the reason for the delay, the scheduled departure time and the actual departure time of **your flight**, international train or sailing.
  - any compensation where the airline, railway company or shipping line or their handling agents provide alternative transport that departs within **12** hours of the booked departure time.
  - any compensation when **your** tour operator has rescheduled **your flight** itinerary.
  - any claim where **you** have not pre-booked, where **you** have a stand-by ticket and do not have confirmed space or that is due to the aircraft being overbooked.
  - any delay that is due to a strike or industrial action that had started or that had been announced before buying this insurance.
  - any claim for an incident already notified under section **B10**.
- 2. - cancellation due to death, injury or illness of the **organiser** caused by any **pre-existing health condition** that has been diagnosed, been in existence or for which the **organiser** has received treatment from a hospital or specialist consultant during the last **2** years *or* for which the **organiser** is awaiting or receiving treatment or under investigation unless **we** have agreed cover in writing and any additional premium has been paid.
  - cancellation of the booking for the whole group that has not been notified to Fogg Travel and agreed by **us** prior to cancellation with the tour operator.
  - cancellation of the booking for the whole group where a replacement **organiser** is and/or can be provided.
  - cancellation of the booking for the whole group due to the disinclination to travel by the **organiser** and/or replacement **organiser**.
  - any claim that is not for a school, college, university or youth group.

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

- notify the travel agent/tour operator immediately, by telephone and in writing, that **you** need to cancel and obtain a cancellation invoice.
- obtain a claim form from Fogg Travel either by internet or telephone and get **your**/the patient's registered doctor to complete the medical certificate attached to the claim form.
- send any receipts to Fogg Travel.
- obtain a letter from the airline, railway company or shipping line or their handling agents that shows (a) scheduled departure time, (b) actual departure time, and (c) reason for the delay. **You** are only covered if the delay is more than **24** hours.
- notify Fogg Travel immediately, by telephone and in writing, that **you** need to cancel the whole school, college, university or youth group booking to obtain prior agreement.
- provide, together with the medical certificate attached to the claim form, written confirmation from the Head Teacher, Bursar of the group that no alternative organiser can be provided.

## B. YOUR TRAVEL POLICY

### HOW YOUR TRAVEL POLICY WORKS

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

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

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

Cover will not be granted if travel is against the advice of your doctor or a medical professional such as a dentist.

We are unable to provide any cover for a claim arising from a recognised complication of a known pre-existing health condition of a close relative or a close business associate unless declared to us and accepted by us in writing.

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

No cover will be in force for B – Your Travel Policy if you claim under A. Your Pre-Travel Policy.

### WHEN YOUR TRAVEL POLICY COVER STARTS AND ENDS

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

### EXTENSION OF PERIOD

1. In the event of your death, injury or illness or that of anyone travelling with you, you are unable to complete the trip before the expiry of this policy the cover will be automatically extended without additional premium for the additional days necessary for you to complete the trip.
2. In the event of delay to any vehicle, vessel or aircraft in which you are travelling as a ticket holder you are unable to complete the trip before the expiry of this policy the cover will be automatically extended without additional premium up to 14 days for you to complete the trip.

### NEW MEDICAL CONDITION OR CHANGE IN MEDICAL CONDITION OR ONGOING MEDICATION

If your health or your ongoing medication changes (for any insured-person of any age or destination) between the date the policy was bought and the date of travel you should advise our Referral Helpline quoting **ABSOLUTE TRAVEL & TOURS** on +44 (0)1623 635958 as soon as possible. We will advise you what cover we are able to provide after the date of diagnosis. We reserve the right to charge an additional premium, increase the excess, exclude the condition or withdraw cover if the condition declared makes this necessary.

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

Avoid paying the excess - travellers to European countries, Iceland, Liechtenstein, Norway and Switzerland (the European Economic Area (EEA)) should obtain the European Health Insurance Card (EHIC). Applications for the EHIC can be made online at [www.nhs.uk/NHSEngland/Healthcareabroad/EHIC](http://www.nhs.uk/NHSEngland/Healthcareabroad/EHIC) – full details are given online. Please allow sufficient time to receive the EHIC prior to your departure date. This will entitle you to benefit from the reciprocal health arrangements which exist between European Union countries. In other countries where reciprocal health arrangements exist all reasonable steps should be made to utilise them. Please see Section B4.

If you are travelling outside the EEA then there are some countries that have reciprocal agreements with the UK and the Channel Islands and these can be found on

<http://www.nhs.uk/NHSEngland/Healthcareabroad/countryguide/NonEEAcountries/Pages/Non-EEAcountries.aspx>

If you make use of these arrangements or any other world-wide reciprocal health arrangement and your claim under Section B3 is reduced, you will not have to pay any excess. This does not apply where special excess terms have been imposed.

Please note residents of the Isle of Man or Channel Islands are not eligible for and EHIC.

### IF YOU NEED EMERGENCY MEDICAL ASSISTANCE ABROAD:

The 24 Hour Emergency Medical Assistance Service provides immediate help in the event of Your illness or injury arising outside your home country - they provide a 24 HOUR multi-lingual emergency service 365 days a year and can be contacted by telephone.

If You are admitted to a hospital or clinic as an in-patient or repatriation is necessary or where costs are likely to exceed £500 because of any illness or injury Our 24 Hour Emergency Medical Assistance Service must be notified as soon as it is practical to do so, and at the latest within 48 hours.

Repatriation to your home will be arranged when this is considered to be medically necessary in the opinion of the doctor in attendance and our medical advisers.

Contact the 24 Hour Emergency Medical Assistance Service:

### ERV EMERGENCY ASSISTANCE

Tel. +44 (0)1444 476 000 or alternatively +41 44 657 1667

TEL. +1 844 780 0494 (USA & CANADA trips only)

You should advise them that you are insured under the scheme **ABSOLUTE TRAVEL & TOURS** or if you are on a winter sports trip, **ABSOLUTE SKIWISE** through ETI.

Please have the following information ready to advise:

- A contact telephone number
- Name and age of patient
- Location of hospital and doctor's telephone number
- The medical problem
- the booking reference number (if applicable), the date you bought the insurance, and your booked travel dates.
- the patient's home country GP details, name, address and phone number, in case they need to obtain information on current medical conditions and treatment.

When you call upon the **Emergency Medical Assistance Service** it is a condition of the service that they shall solely be responsible for all decisions on the most suitable and reasonable solution to any medical problem. The service includes, where necessary:

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

**NOTE TO TREATING DOCTOR** The **Emergency Medical Assistance Service** must be contacted prior to treatment with full medical details. Failure to do this will mean medical expenses incurred cannot be guaranteed.

In the event of your injury or illness, we reserve the right to:

- i. move you from one hospital to another; and
- ii. arrange for your repatriation to your home

at any time during the journey or trip in order to minimise the loss. We will do this if in the opinion of the doctor in attendance and our medical advisers, you can safely be moved and/or can safely travel home to continue treatment.

If you are admitted to a medical facility then you may need to pay the policy excess locally and ask the hospital or doctor to send the rest of their bills to Fogg Travel Insurance Services Limited, Crow Hill Drive, Mansfield, Notts, NG19 7AE, England. Our emergency medical assistance service will explain this procedure to them and provide them with a faxed guarantee if necessary, once the validity of your claim has been established.

In European Countries, Iceland, Liechtenstein, Norway and Switzerland (the European Economic Area (EEA)) you should utilise your EHIC card for in-patient and/or out-patient treatment to obtain a reduction in medical costs where possible, and if costs are minimised the policy excess will be reduced to NIL.

### DEFINITION OF WORDS APPLICABLE TO YOUR TRAVEL POLICY

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

**Appointed representative** - means the preferred law firm, law firm or other suitably qualified person which DAS will appoint to act on your behalf.

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

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

**Close relative** - means spouse or partner living at the same address, parents, step-parent, grandparents, parents-in-law, brother, sister, child, step-child, grandchild, foster-child, fiancé(e), aunt, uncle.

**Channel Islands** - means Jersey, Guernsey, Alderney, Sark, Herm, Jethou, Brecqhou and Lihou.

**Consent** - means

1. your agreement on your own behalf; and, where you are the legal parent or guardian of children under the age of 16 to be insured on the policy, on their behalf; and
2. your warranty that, your spouse or partner and any other children aged 16 and above to be insured on the policy, have given their agreement; and
3. your warranty that, where you are not the legal parent or guardian of children under the age of 16 to be insured on the policy but your spouse or partner is, that your spouse or partner has given his/her agreement on their behalf.

**Contamination** - means Contamination, poisoning, or prevention and/or limitation of the use of objects due to the effects of nuclear, chemical, biological and/or radioactive substances.

**Curtailment/curtail** - means the cutting short of your trip by your early return home or your repatriation to a hospital or nursing home in your home country. Payment will be made on the number of full days of your trip that are lost from the day you are repatriated.

**Costs and expenses** - means

- (a) all reasonable and necessary costs charged by the appointed representative and agreed by DAS in accordance with the DAS standard terms of appointment.
- (b) the costs incurred by opponents in civil cases if the You have been ordered to pay them, or You pay them with DAS' agreement.

**Cyber-terrorism** - means the use of disruptive activities, or the threat thereof, against computers and/or networks, with the intention to cause real-world harm or severe disruption of infrastructure.

**Das standard terms of appointment** the terms and conditions (including the amount DAS will pay to your appointed representative) that apply to the relevant type of claim, which could include a conditional fee agreement (no win, no fee). Where a law firm is acting as an appointed representative the amount is currently £100 per hour. This amount may vary from time to time.

**Date of occurrence** - means the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the date of occurrence is the date of the first of these events. (This is the date the event happened, which may be before the date the insured person first became aware of it).

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

**Essential items** - means underwear, socks, toiletries and a change of clothing.

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

**Hazardous activity** – means any activity that requires skill and involves increased risk of injury **except** where these form part of a published activity provided by or arranged by **ABSOLUTE TRAVEL & TOURS** and/or where it is an organised **winter sports trip** with **ABSOLUTE SKIWISE** and the appropriate **winter sports** premium has been paid, and/or where the **hazardous activity** is listed under the sports and activities cover section on page 2 of this policy and are covered for free under this insurance, together with the **winter sports** activities listed that are covered **provided that** the appropriate **winter sports** premium has been paid. If **you** are taking part in any sport or activity not listed please contact Fogg Travel, telephone **+44 (0)1623 631331** (retail option) or email to [queries@foggtravelinsurance.com](mailto:queries@foggtravelinsurance.com) (Mon to Fri 9am to 5pm) to ensure **you** are covered. An additional premium may apply for those activities which are not free but for which cover is available.

**Home** - means one of **your** normal places of residence in the **United Kingdom, Channel Islands** or the Republic of Ireland including British Forces Posted Overseas (BFPO).

**Home country** – means both the country **you** live in the **United Kingdom, Channel Islands** or the Republic of Ireland, including British Forces Posted Overseas (BFPO).

**Insured-person/you/your** - means the school or other group stated in the tour operator booking confirmation invoice who is shown as having paid the insurance premium or where insurance is included within **your trip** costs and is shown on the passenger manifest issued by **your** tour operator. The maximum benefits and excesses will apply separately to each person who has insurance and is shown on the passenger manifest as being a member of the insured group **except** in respect of Section B1 – Personal Possessions (school property only), Section B2 – Personal Money (emergency fund or student money only), Section B6 – Organiser Liability where the maximum benefits and excesses will apply in total for the school or other group or **organiser** and not separately to each person, and Section B10 cover is provided for **ABSOLUTE TRAVEL & TOURS** and/or **ABSOLUTE SKIWISE**.

**Insured incident** - means a specific or sudden accident that causes **your** death or bodily injury.

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

**Legal expenses insurer** - means DAS Legal Expenses Insurance Company Limited

**Manual labour** – means work involving the lifting or carrying of heavy items in excess of 25 kg, work at a higher level than two storeys or any form of work underground.

**Organiser** - the person on behalf of the **insured-person** who is acting as party leader or other principal person of the whole group booking and is included in the tour operator booking, and without whom the **trip** would not be able to continue to normal completion.

**Pair or set** - means two or more items of **personal possessions** that are complementary, purchased as 1 item or used or worn together.

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

**Personal possessions** - means each of **your** suitcases and containers of a similar nature and their contents and articles **you** are wearing or carrying including **your valuables** (as shown below).

**Pre-existing health condition** – means any heart, circulatory or breathing conditions, cancer or diabetes or serious or re-occurring medical condition which has been previously diagnosed, investigated or treated in any way, at any time prior to travel, even if this condition is currently considered to be stable and under control.

**Preferred law firm** – means a law firm or barristers' chambers **you** choose to provide legal services. these legal specialists are chosen based on their proven expertise to deal with claims like **your's** and must comply with DAS' agreed service standard levels, which DAS audit regularly. They are appointed according to the **DAS standard terms of appointment**.

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

**Reasonable prospects** – means the prospects that **You** will recover losses or damages (or obtain any other legal remedy that DAS have agreed to, including an enforcement of judgement), make a successful defence or make a successful appeal or defence of an appeal, must be at least **51%**. DAS, or a **preferred law firm** on DAS behalf, will assess whether there are **reasonable prospects**.

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

**Scheduled destination** – means the destination where **you** are booked to stay for more than **1** day.

**Ski equipment** - means skis, snowboards, sticks, bindings, boots, helmets.

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

**Travel documents** – means current passports, valid visas, travel tickets and European Health Insurance Card (EHIC) and form E112.

**Trip** - means a holiday or journey that begins when **you** leave **home** and ends on **your** return to either (i) **your home**, or (ii) a hospital or nursing home in **your home country** following **your** repatriation, both during the period of cover. Any subsequent holiday or journey that starts after **you** have returned **home** or to a hospital or nursing home (as described above) is not covered.

**Unattended** - means left away from **your** person where **you** are unable to clearly see and are unable to get hold of **your personal possessions**.

**United Kingdom** - means England, Wales, Scotland and, Northern Ireland.

**Valuables** - means cameras, photographic equipment, camcorders, video, satellite navigation equipment, television equipment, radios, cassette players, CD players, ipods, MP3 players, audio equipment, laptops, mac or web books, personal computers, Tablets, ipads, Kindles, e-book readers, computer equipment/accessories, hard drives, flash drives, computer games machines, drones, binoculars, telescopes, antiques, jewellery, watches, smart watches, furs, precious or semi-precious stones, articles made of or containing gold silver or other precious metals, films, tapes, cassettes, cartridges, discs or Compact Discs.

**We/our/us** - means ETI - International Travel Protection. The United Kingdom branch of Europäische Reiseversicherung (ERV) A.G.

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

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

**Applicable to sections – B1 - Personal possessions, B2 - Personal money, B3 - Emergency medical expenses, B4 – Curtailment, B5 - Personal liability, B6 – Organisers Liability and B8 - Legal advice and expenses only.**

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

Each section of the policy listed carries an excess. All excesses shown for this policy are payable by **each insured-person**, for each incident giving rise to a separate claim. The policy excess under section **B3** and **B4** may be increased to include **pre-existing health conditions** confirmed in writing by Fogg Travel. The increased excess will apply to all persons insured under **your** policy.

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

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

#### **OBSERVING THE FOLLOWING:**

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

- being a **resident** of the **United Kingdom, Channel Islands** or the Republic of Ireland including British Forces Posted Overseas (BFPO).
- taking all possible care to safeguard against accident, injury, loss or damage as **if you had no insurance cover**.
- producing **your** booking confirmation invoice confirming **you** are insured before a claim is admitted.
- giving **us** full details in writing of any incident that may result in a claim under any section of the policy at the earliest possible time.
- notifying **us** immediately of any changes in **your** health or medication after **you** buy the policy.
- passing on to **us** immediately every writ, summons, legal process or other communication in connection with the claim.
- providing all necessary information and assistance **we** may require at **your** own expense (including where necessary medical certification and details of **your** National Health number or equivalent and Private Medical Insurance).
- not admitting liability for any event or offering to make any payment without **our** prior written consent.
- accepting that **your** policy cannot be extended once it has expired.
- accepting that no alterations and/or additions to the printed terms and conditions of **your** policy be valid unless initialled by **us**.

##### **In respect of sections B3 - Emergency medical expenses and B4 - Curtailment only.**

- checking with **your** doctor on the advisability of making the **trip** if **you** have any existing medical condition, taking into account **your** chosen destination, the climatic conditions, the stability of **your** condition, the effect of any additional drugs or vaccines necessary and the standard of the medical services available. Cover will not be given if travel is against the advice of **your** doctor or a medical professional such as a dentist.
- not travelling specifically to receive medical treatment during **your trip** or in the knowledge that **you** are likely to need treatment.
- not requiring insurance for any health condition where a terminal prognosis has been given by a registered doctor before buying this policy.
- not requiring insurance for any health condition that is being investigated or for which **you** are awaiting or receiving treatment in hospital at the time of buying this policy.
- disclosing all relevant information as soon as possible after the policy is issued.
- obtaining any recommended vaccines, inoculations or medications prior to **your trip**.

##### **In respect of sections B1 - Personal possessions, and B2 - Personal money, only.**

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

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

- make **your** policy void where a false declaration is made or any claim is found to be fraudulent.
- take over and deal with in **your** name the defence or settlement of any claim made under the policy.
- subrogate against the responsible party and take proceedings in **your** name but at **our** expense to recover for **our** benefit the amount of any payment made under the policy.
- give **7** days notice of cancellation of this policy by recorded delivery to **you** at **your** last known address. In this case **we** will refund to **you** the pro-rata proportion of any unexpired premium **you** have paid.
- obtain information from **your** medical records (with **your** permission) for the purpose of dealing with any medical claims. No personal information will be disclosed to any outside person or organisation without **your** prior approval.
- cancel all benefits provided by **your** policy without refund of premium when a payment has been made for cancellation or **curtailment** of the **trip**.
- not to refund the policy premium after the policy has been issued, unless after receipt of the document **you** find that the terms and conditions do not meet **your** requirements, in which case the policy and any other relevant documents must be returned to the point of sale within **14** days of receipt for any refund to be considered.
- not make any payment under sections **B1, B2, B3, B4, B5, B6, B7, B8** and **B10** for any event that is covered by another insurance policy.
- settle all claims under the Law of the country that **you** live in within the **United Kingdom, Channel Islands** or the Republic of Ireland unless **we** agree otherwise with **you**.
- maintain **your** personal details in connection with an anti-fraud claims checking system.

## GENERAL EXCEPTIONS APPLICABLE TO YOUR TRAVEL POLICY

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

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

- (1) war, terrorism, biological or chemical warfare, invasion, act of foreign enemy, hostilities (whether war has been declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
- (2) **Cyber-terrorism.**
- (3) **Contamination.**
- (4) participation in a **hazardous activity** except where forming part of the published tour operator programme and/or where shown to be covered under the sports and activities cover section and/or where an additional premium has been paid and the policy endorsed.
- (5) **you** travelling on, or in, a motorised vehicle for which **you** do not hold appropriate qualifications to operate in **your home country** (Please note there is no cover under section **B6** - Personal liability for any claim related to the use of motorised vehicles). **You** can visit the following link to the UK Government site for more information on appropriate licenses: <https://www.gov.uk/ride-motorcycle-moped/bike-categories-ages-and-licence-requirements>
- (6) any **pre-existing health condition** or health condition that has been diagnosed, been in existence or for which **you** have received treatment from a hospital or specialist consultant during the last **2 years** or for which **you** are awaiting or receiving treatment or under investigation (except where **you** are under **18 years** travelling in the **United Kingdom** or Europe) unless **we** have agreed cover in writing and any additional premium has been paid.
- (7) any payments made or charges levied after the date of diagnosis of any change in **your** health or medication after the policy was bought (for any **insured-person** of any age or destination) unless this has been advised to **us** and any revised terms or conditions have been confirmed in writing.
- (8) **curtailment of your trip** due to a health condition of a person travelling with **you** and included on **your** booking, where the risk attached to that health condition has not been accepted by **us** in writing.
- (9) delay, confiscation, detention, requisition, damage, destruction or any prohibitive regulations by Customs or other government officials or authorities of any country.
- (10) **you** being under the influence of drugs (except those prescribed by **your** registered doctor but not when prescribed for treatment of drug addiction).
- (11) **your** abuse or prior abuse of solvents or alcohol.
- (12) any claim arising from any relevant information known by **you** at the time of buying this policy or which occurs between booking and travel, including any new medical condition or change in medical condition or ongoing medication, (for any **insured-person** of any age or destination), unless it has been disclosed to **us** and **we** have agreed in writing any terms applicable.
- (13) **you** travelling against the advice of **your** doctor or a medical professional such as a dentist.
- (14) any deliberate or criminal act by an **insured-person**.
- (15) **manual labour.**
- (16) **you** travelling against the advice or recommendations published by the Foreign and Commonwealth Office and applicable at the time of **your** departure.
- (17) participation in any **winter sports** activities unless **you** are on a **ABSOLUTE SKIWISE** organised **winter sports trip** and the appropriate **winter sports** premium has been paid.

### B. This insurance will not cover:

- (1) loss of earnings, additional hotel costs, additional car hire, additional parking fees, kennel fees or any other loss unless it is specified in the policy.
- (2) any loss due to currency exchanges of any and every description.
- (3) any loss unless it is specified in the policy.
- (4) **your** carrier's refusal to allow **you** to travel for whatever reason.
- (5) cruises (where a pleasure ship voyage is more than **72 hours** in duration sailing on seas or oceans and may include stops at various ports).
- (6) **you** if **you** are aged **65** or over.

## SECTION B1 - PERSONAL POSSESSIONS

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

- (a) up to a total of **£1,750** (**£750** if **you** are under **18 years** of age) for **your personal possessions** to cover:
  - either (i) the cost of repair of items that are partially damaged whilst on **your trip**, up to the market value of the item, allowing for age, wear and tear,
  - or (ii) the market value of the item, allowing for age, wear and tear, to cover items that are stolen, permanently lost or destroyed whilst on **your trip**.
- (b) up to a total of **£500** for school property (single article limit, pair or set of articles) taken on the **trip** for which authorised party leaders are responsible and such property is not insured elsewhere.
- (c) **you** up to **£150** to cover the purchase of **essential items** if **your personal possessions** are delayed due to being misplaced due to being delayed, lost or stolen on **your** outward journey from **your home country** for over **12 hours** from the time **you** arrived at **your trip** destination. **You** must keep all receipts for these items and send them in to **us** with **your** claim and any amount paid will be deducted from the final claim settlement if the items are permanently lost.
- (d) up to a total of **£750** (single article limit, pair or set of articles) for team equipment in total regardless of number of **insured-persons**, taken on the **trip** for which the **insured-persons**' are responsible for replacing and such property is not insured elsewhere
- (e) if **you** are on a **ABSOLUTE SKIWISE** organised **winter sports trip** up to a total of **£500** for **your own ski equipment** or up to a total of **£300** for hired **ski equipment** for which **you** are responsible to cover:
  - either (i) the cost of repair of items that are partially damaged whilst on **your trip**, up to the market value of the item, allowing for age, wear and tear, as shown under **For each insured-person this insurance will not cover**
  - or (ii) the market value of the item, allowing for age, wear and tear as shown under **For each insured-person this insurance will not cover**, to cover items that are stolen, permanently lost or destroyed whilst on **your trip**.

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

- any claim for loss or theft where **you** have not notified the police, **your** carrier or tour operator's representative and obtained a written report.
- any claim where **you** are unable to provide the damaged items on request or to prove the existence or prove the ownership of any item with an insured value in excess of **£50**.
- loss or theft of, or damage to, property that does not belong to **you** or any member of **your** family.
- any claim that is the result of a domestic dispute.
- any breakage or damage to fragile articles, paintings, works of art, sculptures, audio, video, computer, television equipment, household goods unless the breakage or damage is caused by fire, theft or in an accident to the motor vehicle in which they are being carried.
- mobile telephones, SIM cards, mobile telephone prepayment cards, lost or stolen mobile telephone call charges or mobile telephone accessories.
- the cost of replacing or repairing dentures.
- loss or damage due to atmospheric or climatic conditions, wear, tear and depreciation, superficial marks and scratches, moth or vermin.
- sports equipment including drones (unmanned aerial vehicles) whilst in use (other than **ski equipment** as defined and only where **you** are on a **ABSOLUTE SKIWISE** organised **winter sports trip**).
- any items more specifically insured elsewhere.
- (a) - more than **£200** for any one article, **pair or set** of any kind, whether they are solely or jointly owned.
  - more than **£200** in total for **valuables** whether solely or jointly owned.
  - more than **£100** in respect of sunglasses.
  - more than **£100** for items lost or stolen from a beach or lido.
- (a) & (e) the first **£75** (reduced to **£40** for persons aged under **18**) of each and every incident giving rise to a claim.
- (b) & (d) the first **£75** of each and every incident giving rise to a claim.
- (c) - more than **£150** in total.
  - shoes, boots, trainers and the like.
- (a), (b), (c) & (d) the loss, theft or damage to:
  - films, tapes, cassettes, cartridges or discs other than their value as unused material unless purchased pre-recorded when **we** will pay up to the maker's latest list price.
  - car keys
  - duty free items such as tobacco products, alcohol and perfumes.
  - perishable goods, bottles, cartons and any damage caused by them or their contents.
  - pedal cycles, wheelchairs, prams, pushchairs or baby buggies except while they are being carried as luggage on **public transport**.
  - **valuables** carried in any suitcases, trunks or similar containers when left **unattended**.
  - **valuables** left **unattended** except where they are locked in a safe or safety deposit box where these are available or left out of sight in **your locked** personal holiday or **trip** accommodation.
  - contact or corneal lenses or artificial limbs.
  - money, bonds, coupons, stamps, negotiable instruments, securities or documents of any kind.
  - **personal possessions** left **unattended** away from **your** personal holiday or **trip** accommodation except **personal possessions** (but not **valuables**)
    - left between **6.00 am** and **11.00 pm** local time (during daytime) in the locked boot or covered luggage area of a motor vehicle where entry was gained by violent and forcible means
    - or left on a locked coach out of view where entry was gained by violent and forcible means.
- (e)- loss of **ski equipment** unless **you** are on a **ABSOLUTE SKIWISE** organised **winter sports trip**.
  - loss of **ski equipment** from an **unattended** vehicle
  - we will not pay:
    - more than **60%** of the original purchase price for skis over **6 months** old and less than **1 year** old.
    - more than **50%** of the original purchase price for skis over **1 year** old and less than **2 years** old.
    - more than **40%** of the original purchase price for skis over **2 years** old and less than **3 years** old.
    - more than **25%** of the original purchase price for skis over **3 years** old and less than **5 years** old.
  - any item more than **5 years** old.
  - loss or damage due to dents or defacement of **ski equipment**.
  - cleaning, repairing or restoring of **ski equipment**.

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

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

## SECTION B2 - PERSONAL MONEY

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

- (a) up to **£500** for the loss or theft of **your personal money** during **your trip**.
- (b) up to **£1,000** for the loss or theft of **student money** carried by authorised party leaders during the **trip**.
- (c) up to **£1,000** in total for the loss or theft of **emergency funds** held by the **organiser** or other authorised party leader during the **trip**
- (d) up to **£250** for additional travel and accommodation expenses necessarily incurred to obtain replacement **travel documents** whilst on **your trip** if **your travel documents** are lost or stolen during **your trip**.

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

- any claim for loss or theft where **you** have not notified the Police, **your** carrier or tour operator's representative and obtained a written report.
- loss or theft of **personal money, student money, emergency funds, travel documents** that are not:
  - on **your** person.
  - held in a safe or safety deposit box where one is available
  - left out of sight in **your** *locked* personal **trip** accommodation.
- loss or theft of **personal money, student money, emergency funds** due to depreciation in value, currency changes or shortage caused by any error or omission
- loss or theft of travellers' cheques where the bank provides a replacement service.
- any financial loss suffered as a result of **your** debit card/credit card being lost or stolen
- more than the unused portion of **your** passport.
- (a) more than **£200** in total in cash or currency for the loss or theft of **your personal money**.
- (a) & (d) the first **£75** (reduced to **£40** for persons aged under **18**) of each and every incident giving rise to a claim.
- (b) & (c) the first **£75** of each and every incident giving rise to a claim.
  - more than **£500** in total in cash or currency for the loss or theft of **student money or emergency funds**.
  - where the **trip** is not a school or youth group organised.
- (d)- any costs which are due to any errors or omissions on **your travel documents**.
  - the cost of replacement **travel documents**.
  - **your** failure to obtain the required passport, visa or ESTA.
  - any expenses for food or drink.
  - any costs incurred before departure or after **you** return **home**.

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

- for all losses **you** should report to the Police as soon as possible, and within **24** hours of discovery, and obtain a written report and reference number from them. **You** should also report the loss to **your** tour operator's representative or hotel/apartment manager wherever appropriate.
- for loss of money **we** will require (a) confirmation from **your home country** currency exchange of the issue of foreign currency or travellers' cheques, (b) exchange confirmations for currency changed from travellers' cheques, or, (c) where sterling is involved, documentary evidence of possession.

**SECTION B3 - EMERGENCY MEDICAL AND ASSOCIATED EXPENSES****PLEASE NOTE:**

- If it seems likely that you will require treatment at a hospital please contact our emergency medical assistance service who will help you to locate the most appropriate local state/public facility for your particular medical problem.
- In case of extreme urgency please call the local ambulance service using the local equivalent of a 999 number, or alternatively by dialling 112 within Europe, and notify the emergency medical assistance service as soon as you are able.
- If you are admitted to a hospital or you may have to come home early or extend Your journey because of illness or accident this must be reported to our appointed emergency medical assistance service as soon as it is practically possible and at the latest within 24 hours.
- If your medical bills are likely to exceed **£500** you must contact the emergency medical assistance service within 24 hours.

Please see the 'what to do in case of a medical emergency abroad' section of this insurance certificate for details and also special outpatient arrangements.

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

to **you** or **your** legal representatives the following *necessary* emergency expenses that are payable within six months of the event that causes the claim that results from **your** death, injury or illness:

- (a) up to **£5,000,000** for customary and reasonable:
  - (i) fees or charges to be paid outside **your home country** for medical, surgical, hospital nursing home or nursing services.
  - (ii) additional transport and accommodation costs and repatriation costs to be made for or by **you** and for any *one other person who is required for medical reasons* to stay with **you**, to travel to **you** or to travel with **you**
  - (iii) *either* (a) up to **£3,000** to cover charges following **your** death outside **your home country** for **your** burial or cremation in the locality where **your** death occurs and the cost of returning **your** ashes to **your** home country *or*
  - (b) the cost of returning **your** body to **your home** when arranged by **us**.
- (b) up to **£250** to cover emergency dental treatment only to cure sudden pain.
- (c) **£25** for each full 24 hour period that **you** are in a state hospital as an in-patient during the period of the **trip** in addition to the fees and charges paid under (a) payable to the **organiser** or other authorised party leader or **your** parent (see (a) (ii)) only for reasonable taxi fares incurred to visit **you** in hospital or other reasonable items purchased for **your** stay in hospital.
- (d) if **you** are on a **ABSOLUTE SKIWISE** organised **winter sports trip** **£20** for each full 24 hour period for loss of use of **your** pre-booked **ski pack** for which **you** are unable to obtain a refund following **your** injury or illness which prevents **you** from participating in skiing activities for each full day for the period medically certified.

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

- any claim that is caused by:
  - **you** travelling in an aircraft (other than as a passenger in a fully licensed passenger carrying aircraft and for no other purpose).
  - **you** driving a motorised vehicle for which **you** do not hold a full licence or appropriate qualifications to operate in **your home country**.
  - **you** riding on a motorcycle without wearing a crash helmet, whether legally required locally or not.
  - **your** suicide, self-injury or wilful act of self exposure to peril (except where it is to save human life).
  - **your** participation in a **hazardous activity** except where forming part of the published tour operator programme and/or where shown to be covered under

the sports and activities cover section and/or where an additional premium has been paid and the policy endorsed.

- (a) & (b) the first **£75** (reduced to **£40** for persons aged under **18**) of each and every incident giving rise to a claim except when **you** have used the European Health Insurance Card (EHIC) or other mutual agreement between countries to obtain a reduction in medical costs, when this is reduced to **NIL**.
  - any elective or pre-arranged treatment.
  - any routine non-emergency tests or treatment.
  - any treatment or hospitalisation which can be reasonably expected.
  - the cost of private treatment where adequate state facilities are available.
  - the cost of replenishing supplies of any medication **you** were using at the start of the **trip**, or further treatment for any condition **you** had at the start of **your trip**.
  - the cost of taxi fares for anyone other than the patient, telephone calls, faxes or any expenses for food or drink.
  - the cost of repatriation where necessary medical treatment is available locally in a facility considered acceptable by the Chief Medical Officer of the emergency assistance service.
  - the cost associated with the diversion of an aircraft due to **your** death injury or illness
  - repatriation unless this is deemed medically necessary by **our** appointed emergency medical assistance service.
- (a)(i), & (b) any services or treatment received by **you** within **your home country**.
  - any services or treatment received by **you**, including any form of cosmetic surgery **OR** any treatment that in the opinion of the emergency medical assistance service, in consultation with **your** treating doctor, can reasonably wait until **you** return to **your home country**.
  - any services or treatment received by **you** after the date on which in the opinion of the emergency medical assistance service, **you** can safely return **home**, that would exceed the cost of **your** repatriation.
  - any routine non-emergency tests or treatment.
  - repairs to or for the provision of dentures, artificial limbs or hearing aids.
  - the provision of crowns or veneers.
  - any dental work involving the use of precious metals.
  - in-patient treatment that has not been notified to and agreed by the emergency medical assistance service.
  - any extra costs for single or private accommodation in a hospital or nursing home.
  - any costs for treatment, including exploratory tests, that has no relationship with the illness or injury on which the claim is being made.
- (a)(ii) additional accommodation which exceeds the standard of that originally booked or any costs for food or drink.
- (a)(iii) **your** burial or cremation in **your home country**.
- (b) emergency dental work costing more than **£250**.
- (c) more than **£600** in total for hospital in-patient benefit.
- (d)- more than **£200** in total following **your** injury or illness which prevents **you** from participating in skiing activities
  - any claim that does not follow a claim under the emergency medical and associated expenses section of the policy or the **curtailment** section of the policy.
  - the day the injury or illness was first medically certified.

**FOR PRACTICAL ASSISTANCE IN A MEDICAL EMERGENCY CONTACT: ERV  
EMERGENCY ASSISTANCE ON TEL. +44 (0)1444 476 000  
(For USA & Canada +1 844 780 0494)**

**NOTES:**

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

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

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

**SECTION B4 - CURTAILMENT CHARGES (CUTTING SHORT YOUR TRIP)****For each insured-person this insurance will pay:**

- up to **£5,000**:
1. for **your** unused proportion of (i) transport charges, (ii) loss of accommodation and (iii) additional travel expenses (iv) pre-paid excursions booked in **your home country** prior to the start of **your trip** that **you** have paid or agreed to pay and that **you** cannot recover from any other source following **your necessary curtailment of your trip** due to the **trip** being cut short by **your** early return **home** because of :
    - (i) the death, injury or illness of:
      - **you** or a friend with whom **you** are travelling.
      - a **close relative** who lives in **your home country**.
      - a close **business associate** who lives in **your home country**.
      - a friend who lives abroad and with whom **you** were intending to stay, *or*
    - (ii) **you**, a friend or **close relative** who is travelling with **you** being required in **your home country** for jury service or as a witness in a Court of Law, *or*
    - (iii) **you**, a friend or **close relative** who is travelling with **you** being called back by the Police after **your home**, or the home in **your home country** of **your** friend or **close relative**, or usual place of business in **your home country** having suffered from burglary, serious fire, storm or flood.
  2. the proportion of (i) transport charges, (ii) loss of accommodation and (iii) additional travel expenses that have been paid or agreed to be paid and that cannot be recovered from any other source by the whole group as agreed by Fogg Travel, following the *necessary curtailment* of the **trip** for the whole group due to the death, injury or illness of the **organiser**.



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

**PLEASE NOTE:** This insurance does not cover **you** to resume **your trip** once **you curtail**. There is no further cover once **you** have returned to **your home country**.

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

- the first **£75** (reduced to **£40** for persons aged under **18**) of any loss, charge or expense made on each claim under this section.
- any payment or part payment made using frequent flyer vouchers, Air Miles/Avios vouchers or other vouchers that have no financial face value.
- any payment where **you** have not suffered any financial loss.
- any claim that is due to:
  - the withdrawal of previously approved leave by **your** employer unless it is due to the death or serious illness of a close **business associate**.
  - **your** failure to obtain the required passport, visa or ESTA.
  - the operation of law or as a result of an unlawful act or criminal proceedings against anyone included in **your** booking.
  - the failure of any transport or accommodation provider, their agent or anybody who is acting as **your** agent.
  - the **curtailment** of **your trip** by the tour operator.
  - the failure of **your** travel agent or tour operator.
  - the cancellation of any conference or business **trip** onto which **your trip** was to be an add-on.
  - financial circumstances.
  - **your** disinclination to travel.
  - **your** loss of enjoyment of the **trip** however caused.
  - **you** travelling in an aircraft (other than as a passenger in a fully licensed passenger carrying aircraft and for no other purpose).
  - **your** suicide, self-injury or any wilful act of self exposure to peril (except where it is to save human life).
- **curtailment** for any claim arising from a recognised complication of a known **pre-existing health condition** of a **close relative** or **close business associate**, where the risk attached to that health condition has not been accepted by **us** in writing.
  - death or illness of any pets or animals.
  - terrorism, riot, civil commotion, strike or lock-out.
- any event that is due to **you** participating in a **hazardous activity** except where forming part of the published tour operator programme and/or where shown to be covered under the sports and activities cover section and/or where an additional premium has been paid and the policy endorsed.
- any unused portion of **your** original ticket where repatriation has been made.
- cutting short **your trip** unless the emergency medical assistance service have agreed.
- any event caused by **your** failure to get a medical certificate from the treating doctor near to where **you** are staying that states the necessity to return **home** due to death, injury or illness.
- **curtailment** cover where the **trip** is of **2** days duration or less or is a one-way **trip**.
- **curtailment** due to the fear of an epidemic or pandemic.
- **curtailment** due to any event caused by:
  - **you** driving a motorised vehicle for which **you** do not hold a full licence or appropriate qualifications to operate in **your home country**.
  - **you** riding on a motorcycle without wearing a crash helmet, whether legally required locally or not.
- 2. - **curtailment** due to death, injury or illness of the **organiser** caused by any **pre-existing health condition** that has been diagnosed, been in existence or for which the **organiser** has received treatment from a hospital or specialist consultant during the last **2** years or for which the **organiser** is awaiting or receiving treatment or under investigation unless **we** have agreed cover in writing and any additional premium has been paid.
- **curtailment** of the of the booking for the whole group that has not been notified to Fogg Travel and agreed by **us** prior to curtailing.
- **curtailment** of the booking for the whole group where a replacement **organiser** is and/or can be provided.
- **curtailment** of the booking for the whole group due to the disinclination to travel by the **organiser** and/or replacement **organiser**.
- any claim that is not for a school, college, university or youth group.

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

- if **you** feel **you** need to cut short **your trip** **you** will need a letter confirming this is due to medical necessity from **your** treating doctor in resort, and to confirm this with **our** appointed emergency medical assistance service. **Curtailment** claims will not otherwise be covered. **You** should keep any receipts or accounts given to **you** and send them in to Fogg Travel.
- notify Fogg Travel **immediately**, by telephone and in writing, that **you** need to **curtail** the whole group booking to obtain prior agreement.
- provide, together with the medical certificate attached to the claim form, written confirmation from the Head Teacher, Bursar of the group that no alternative organiser can be provided.
- **Curtailment** claims will be paid in full days lost from the day **you** return **home**.

**SECTION B5 - PERSONAL LIABILITY**

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

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

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

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

- any liability for loss of or damage to property or injury, illness or disease:
  - where an indemnity is provided under any other insurance.

- that is suffered by anyone who is under a contract of service with **you** or any member of **your** family and is caused by the work **you** or any member of **your** family employ them to do.
- that is caused by any deliberate act or omission by **you**.
- that is caused by **your** own employment, profession or business or that of any member of **your** family.
- that is caused by **your** ownership, care, custody or control of any animal.
- that falls on **you** by agreement and would not have done if such agreement did not exist.

- any liability for injury, illness or disease suffered by **you** or any member of **your** family.
- compensation or any other costs caused by accidents involving **your** ownership, possession or control of any:
  - land or building or their use either by or on **your** behalf other than **your** temporary **trip** accommodation.
  - mechanically propelled vehicles and any trailers attached to them.
  - aircraft, motorised skis, motorised waterborne craft or sailing vessel.
  - firearms or incendiary devices.
- any claim for an incident already notified under section **B6**.
- (a) & (b) the first **£75** (reduced to **£40** for persons aged under **18**) in respect of each and every event that causes a claim.
- (c) the first **£250** in respect of each and every event that causes a claim.

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

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

**SECTION B6 - ORGANISERS LIABILITY**  
**Applicable only to school or youth group organised trips**

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

- up to **£5,000,000**, including costs agreed between **us** in writing, for
1. any event occurring during the period of this insurance where the **organiser** is legally liable to pay that relate to an incident caused by the **organiser** and that results in:
    - (a) injury, illness or disease of any person.
    - (b) loss of or damage to property that does not belong to the **organiser** and is not in the **organiser's** charge or control.
  2. any liability described in 1. above falling on the Local Education Authority or, in the case of an independent school, the governing body in place of the **organiser**.

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

- the first **£250** in respect of each and every event that causes a claim.
- compensation or any other costs caused by accidents involving the **organiser's** ownership, possession or control of any:
  - land or building or their use either by or on behalf of the **organiser** other than temporary **trip** accommodation.
  - mechanically propelled vehicles and any trailers attached to them.
  - aircraft, motorised waterborne craft or sailing vessel.
  - Firearms pyrotechnics or incendiary devices.
- any liability for loss of or damage to property or injury, illness or disease:
  - where an indemnity is provided to the **organiser** under any other insurance.
  - that is for punitive or exemplary damages.
  - that is caused by any deliberate act or omission of the **organiser**.
  - that is caused by the **organiser's** employment, profession or business other than as part of **your** school duties.
  - that is caused by pollution in North America.
  - that is caused by the **organiser's** ownership, care, custody or control of any animal
  - that falls on the **organiser** by agreement and would not have done so if such agreement did not exist in respect of any liability for injury, illness or disease suffered by the **organiser**.
- any claim where the **organiser** is a bona fide tour operator.
- any claim for an incident already notified under section **B5**.

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

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

**SECTION B7- PERSONAL ACCIDENT BENEFIT**

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

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

		Amount of payment	
		Age 0 to 17 years	Age 18 to 65 years
Item 1	Death	<b>£5,000</b>	<b>£20,000</b>
Item 2 a	Total loss of sight in one or both eyes	<b>£20,000</b>	<b>£20,000</b>
Item 2 b	Loss of Limb: -		
	whole arm or whole hand	<b>£9,000</b>	<b>£9,000</b>
	thumb	<b>£3,000</b>	<b>£3,000</b>
	index finger	<b>£2,250</b>	<b>£2,250</b>
Item 2 c	any other finger	<b>£900</b>	<b>£900</b>
	Loss of Limb: -		
	whole leg or whole foot	<b>£7,500</b>	<b>£7,500</b>
Item 2 d	big toe	<b>£750</b>	<b>£750</b>
	any other toe	<b>£450</b>	<b>£450</b>
	Loss of hearing: -		
Item 3	in both ears	<b>£6,000</b>	<b>£6,000</b>
	in one ear	<b>£1,500</b>	<b>£1,500</b>
Item 3	Permanent Total Disablement after 104 weeks except when compensation is paid under Item 2	<b>£20,000</b>	<b>£20,000</b>

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

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

- any event that is due to:
  - **you** travelling in an aircraft (other than as a passenger in a fully licensed passenger carrying aircraft and for no other purpose)
  - **you** driving a motorised vehicle for which **you** do not hold a full licence or appropriate qualifications to operate in **your home country**.
  - **you** riding on a motorcycle without wearing a crash helmet, whether legally required locally or not.
  - **your** suicide, self-injury or any wilful act of self-exposure to peril (except where it is to save human life).
  - **your** participation in a **hazardous activity** except where forming part of the published tour operator programme and/or where shown to be covered under the sports and activities cover section and/or where an additional premium has been paid and the policy endorsed.
  - more than one of the benefits that is a result of the same injury.
- more than **£5,000** death payment when **your** age is under eighteen (**18**) years.
- any payment when **your** age is sixty-six (**66**) years or over at the time of the incident.

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

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

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

**SECTION B8 - LEGAL COSTS AND EXPENSES**

**Important – Cover under this section is underwritten and administered by DAS Legal Expenses Insurance Company Limited (DAS). The legal advice service is provided by DAS Law Limited and or a preferred law firm on behalf of DAS.**

DAS agrees to provide the insurance described in this Section, in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this Section, provided that:

1. **reasonable prospects** exist for the duration of the claim
2. the **date of occurrence** of the **insured incident** is during the **period of insurance**
3. any legal proceedings will be dealt with by a court, or other body which DAS agree to, within the **geographical areas** and
4. the **insured incident** happens within the **geographical areas**.

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

**DAS** will pay an **appointed representative**, on **your** behalf, **costs and expenses** incurred following an **insured incident**, provided that:

- a. the most **DAS** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is **£25,000**
- b. the most **DAS** will pay in **costs and expenses** is no more than the amount **DAS** would have paid to a **preferred law firm**. The amount **DAS** will pay a law firm (where acting as an appointed representative) is currently £100 per hour. This amount may vary from time to time.
- c. in respect of an appeal or the defence of an appeal, **you** must tell **DAS** within the time limits allowed that **You** want to appeal. Before **DAS** pay the **costs and expenses** for appeals, **DAS** must agree that **reasonable prospects** exist
- d. for an enforcement of judgement to recover money and interest due to **you** after a successful claim under this section, **DAS** must agree that **reasonable prospects** exist, and
- e. where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most **DAS** will pay in **costs and expenses** is the value of the likely award.

**What DAS will not pay:**

In the event of a claim, if **You** decide not to use the services of a **preferred law firm**, **you** will be responsible for any costs that fall outside the **DAS standard terms of appointment** and these will not be paid by **DAS**.

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

**Exclusions applying to this section:**

**DAS** will not pay for the following:

1. Any claim relating to any **illness** or **bodily injury** that happens gradually or is not caused by a specific or sudden accident.
2. Any claim relating to psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury to an **insured person**.
3. Defending an **insured person's** legal rights, but **DAS** will cover defending a counter-claim.
4. Any claim relating to clinical negligence.
5. A claim where an **insured person** has failed to notify **DAS** of the **insured incident** within a reasonable time of it happening and where this failure adversely affects the **reasonable prospects** of a claim or **DAS** consider their position has been prejudiced.
6. An incident or matter arising before the start of this cover.
7. **Costs and expenses** incurred before **DAS'** written acceptance of a claim.
8. Fines, penalties, compensation or damages that a court or other authority orders an **insured person** to pay.
9. Any legal action an **insured person** takes that **DAS** or the **appointed representative** have not agreed to, or where an **insured person** does anything that hinders **DAS** or the **appointed representative**.
10. A dispute with **DAS** not otherwise dealt with under section condition 7.
11. **Costs and expenses** arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.
12. Any **costs and expenses** that are incurred where the **appointed representative** handles the claim under a contingency fee arrangement.
13. A claim against ETI – International Travel Protection, **DAS**, our agent, Absolute Travel and Tours and/or Absolute Skiwise or any tour operator, travel agent, carrier or any provider under a "tour operator" package arrangement.

14. Any claim where **you** are not represented by a law firm or barrister.
15. For items listed within the General Exclusions or Conditions sections which apply to this insurance policy.

**Specific Conditions:**

**Additional conditions applying to this section:**

1. (a) On receiving a claim, if legal representation is necessary, **DAS** will appoint a **preferred law firm** or in-house lawyer as the **appointed representative** to deal with **your** claim. They will try to settle **your** claim by negotiation without having to go to court.  
(b) If the appointed **preferred law firm** or **DAS'** in-house lawyer cannot negotiate settlement of **your** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then **you** may choose a law firm to act as **your appointed representative**.  
(c) If **you** choose a law firm as the **appointed representative** who is not a **preferred law firm**, **DAS** will give **your** choice of law firm the opportunity to act on the same terms as a **preferred law firm**. However, if they refuse to act on this basis, the most **DAS** will pay is the amount **DAS** would have paid if they had agreed to **DAS'** **standard terms of appointment**. The amount **DAS** will pay a law firm (where acting as the **appointed representative**) is currently £100 per hour. This amount may vary from time to time.  
(d) The **appointed representative** must co-operate with **DAS** at all times and must keep **DAS** up to date with the progress of the claim.
2. (a) **You** must co-operate fully with **DAS** and with the **appointed representative**.  
(b) **You** must give the **appointed representative** any instructions that **DAS** ask **you** to.
3. (a) **You** must tell **DAS** if anyone offers to settle a claim. **You** must not negotiate or agree to a settlement without **DAS'** written consent.  
(b) If **you** do not accept a reasonable offer to settle a claim, **DAS** may refuse to pay any further **costs and expenses**.  
(c) **DAS** may decide to pay **you** the reasonable value of **your** claim, instead of starting or continuing legal action. In these circumstances **you** must allow **DAS** to take over and pursue or settle any claim on **your** behalf. **You** must also allow **DAS** to pursue at **DAS'** own expense and for **DAS'** own benefit, any claim for compensation against any other person and **you** must give **DAS** all the information and help **DAS** need to do so.
4. (a) **You** must instruct the **appointed representative** to have costs and expenses taxed, assessed or audited if **DAS** ask for this.  
(b) **You** must take every step to recover **Costs and Expenses** and court attendance that **DAS** have to pay and must pay **DAS** any amounts that are recovered.
5. If the **appointed representative** refuses to continue acting for **you** with good reason, or if **you** dismiss the **appointed representative** without good reason, the cover **DAS** provides will end immediately, unless **DAS** agree to the appointment of another **appointed representative**.
6. If **you** settle or withdraw a claim without **DAS'** agreement, or do not give suitable instructions to the **appointed representative**, **DAS** can withdraw cover and will be entitled to reclaim from **you** any **costs and expenses** **DAS** have paid.
7. If there is a disagreement between **you** and **DAS** about the handling of a claim and it is not resolved through **DAS'** internal complaints procedure **you** can contact the Financial Ombudsman Service for help. This is a free arbitration service for eligible consumers, small businesses, charities and trusts. (Details available from [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)). If the dispute is not covered by the Financial Ombudsman Service there is a separate arbitration process. The arbitrator will be a barrister, solicitor or other suitably qualified person chosen jointly by the **insured person** and **DAS**. If there is a disagreement over the choice of arbitrator, **DAS** will ask the Chartered Institute of Arbitrators to decide. The arbitrator will decide who will pay the costs of the arbitration. For example, costs may be split between the Insured Person and **DAS** or may be paid by either you or **DAS**.
8. **DAS** may require **you** to get, at **your** expense, an opinion from an expert that **DAS** considers appropriate on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by **DAS** and the cost agreed in writing between **you** and **DAS**. Subject to this, **DAS** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that **You** will recover damages (or obtain any other legal remedy that **DAS** have agreed to) or makes a successful defence.
9. **You** must:
  - (a) keep to the terms and conditions of this section
  - (b) take reasonable steps to avoid and prevent claims
  - (c) take reasonable steps to avoid incurring unnecessary costs
  - (d) send everything **DAS** asks for, in writing, and
  - (e) report to **DAS** full and factual details of any claim as soon as possible and give **DAS** any information **DAS** need.
10. **DAS** will, at **DAS'** discretion, void this section (make it invalid) from the date of claim, or alleged claim, and/or **DAS** will not pay the claim if:
  - (a) a claim **you** have made to obtain benefit under this policy is fraudulent or intentionally exaggerated, or
  - (b) a false declaration or statement is made in support of a claim.
11. Apart from **DAS**, **you** are the only person who may enforce all or any part of this policy and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to this section in relation to any third-party rights or interest.
12. If any claim covered under this section is also covered by another policy, or would have been covered if this section did not exist, **DAS** will only pay their share of the claim even if the other insurer refuses the claim.
13. This section is governed by the law that applies in the part of the **United Kingdom**, Channel Islands or Isle of Man where **you** normally live. Otherwise, the law of England and Wales applies.

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

#### **Eurolaw Legal Advice Service: -**

**DAS** will give an **insured person** confidential legal advice over the phone on any personal legal problem relating to **your trip**, under the laws of the member countries of the European Union, Isle of Man, the **Channel Islands**, Switzerland and Norway. **You** can contact **DAS'** UK-based call centres **24** hours a day, seven days a week. However, **DAS** may need to arrange to call **you** back depending on the enquiry. Advice about the law in England and Wales is available 24 hours a day, seven days a week. Legal advice for the other countries is available 9am – 5pm, Monday to Friday, excluding public and bank holidays. If **you** call outside these times, a message will be taken and a return call arranged within the operating hours. To help check and improve service standards, **DAS** records all inbound and outbound calls. To contact the above service, phone **DAS** on **0117 934 0548**. When phoning please quote your policy number. **DAS** will not accept responsibility if the Helpline Service fails for reasons **DAS** cannot control.

#### **SECTION B9 – PISTE CLOSURE**

**only applicable if you are on a winter sports trip organised by ABSOLUTE SKIWISE**

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

- (a) up to **£25** per day for each full 24 hour period **you** are unable to ski due to adverse weather or a lack of snow that results in the total closure of skiing facilities in the resort where **you** are booked to ski or
- (b) up to **£10** per day for each full 24 hour period of such total closure of skiing facilities for the cost of transfer to an alternative ski area during the period of **your** holiday plus up to **£5** per day for the purchase of a lift pass for such alternative ski area.

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

- more than **£200** in total.
- any partial closure of skiing facilities.
- any compensation where **your** tour operator provides a payment or provides transport to an alternative resort.
- **your** inability to ski due to the breakdown of or damage to the ski lift.
- any compensation where **your trip** was booked and/or **your** insurance was purchased within **14** days of travel.
- any claim before **1<sup>st</sup>** December and after **30<sup>th</sup>** April.

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

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

#### **OFF PISTE COVER – applicable to winter sports trips only**

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

#### **IMPORTANT ADVICE – applicable to winter sports trips only**

1. We recommend when participating in **winter sports** that the appropriate clothing including helmets should be worn, and activities undertaken to match the level of experience you have in that activity
2. Whilst skiing is fun, there are still rules and regulations which apply - **you** can be prosecuted for behaving in a reckless or dangerous manner. The guidelines are the FIS rules - **you** should read and understand them before **you** ski - following them will help **your** enjoyment.
3. If **you** are not skiing with an instructor or guide, check that the area and the snow **you** wish to ski is suitable for a skier at **your** level - get advice from the local ski school. Never ski in closed areas - it may be there is an avalanche around the corner - or perhaps the mountain comes to a dangerous cliff edge or sheer drop!
4. Whilst skis left outside bars and the like are covered in the event of theft, 'mix 'n match' them - thieves only take pairs! Do not leave other property **unattended** except in **your** hotel room.

#### **FOGG TRAVEL MEDI-CARD - winter sports trips only**

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

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

#### **COVER PROVIDED FOR ABSOLUTE TRAVEL & TOURS and/or ABSOLUTE SKIWISE:**

#### **SECTION B10 DELAYED ARRIVAL, MISSED DEPARTURE AND ADDITIONAL TRAVEL EXPENSES (applicable to trips outside of the United Kingdom, Channel Islands or Republic of Ireland)**

**For each insured-person this insurance will pay ABSOLUTE TRAVEL & TOURS and/or ABSOLUTE SKIWISE:**

**Departure Delay**

1. up to **£20** for reasonable necessary expenses paid by **ABSOLUTE TRAVEL & TOURS** and/or **ABSOLUTE SKIWISE** on **your** behalf if **you** are delayed in arriving at **your first scheduled destination** on **your** outward journey from the **United Kingdom, Channel Islands** or the Republic of Ireland or return **trip** to the **United Kingdom, Channel Islands** or the Republic of Ireland from **your last scheduled destination** for more than **12** hours. If the delay in arrival continues **we** will pay a further sum of **£20** for each complete period of **12** hours of delay in arrival up to a maximum payment of **£100**, or

**Missed Departure**

2. up to **£500** for alternative transport and additional accommodation to get **you** to **your** destination if any transport arranged as part of the **ABSOLUTE TRAVEL & TOURS** and/or **ABSOLUTE SKIWISE** package that **you** are travelling becomes undrivable due to mechanical failure or being involved in an accident on **your** way to **your international departure point** preventing **you** from getting to **your international departure point** in time to check in. **You** will need to obtain independent confirmation of the circumstances, or
3. up to **£500** for missed connections where **your** journey involves a crossing of the sea within **your home country** to cover any additional transport or accommodation charges **you** have to pay that are necessary for **you** to reach the **trip** destination or, on **your** return journey, to reach **your home** due to the failure of the **public transport** that brings **you** to the mainland **international departure point** in time to catch **your** onward **flight**, international train or sailing. **You** will need to obtain independent confirmation of the circumstances, or

**Additional Travel Expenses**

4. up to **£100** for necessary expenses paid by **ABSOLUTE TRAVEL & TOURS** and/or **ABSOLUTE SKIWISE** for the forced extension, shortening or re-routing of the **trip** requiring a change in travel plans because of strike, riot, civil, commotion, labour disturbances starting during the **trip**, or quarantine restrictions due to an outbreak of disease at the **trip** destination, or severe weather conditions or landslip during the **trip**.

Any payment will be made to **ABSOLUTE TRAVEL & TOURS** and/or **ABSOLUTE SKIWISE**. **You** will need to obtain independent confirmation of the circumstances.

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

- any claim that is due to the failure of any transport or accommodation provider, their agent or anybody who is acting as **your** agent.
  - any compensation when **your** tour operator has rescheduled **your flight** itinerary.
  - any claim where **you** have not pre-booked, where **you** have a stand-by ticket and do not have confirmed space or that is due to the aircraft being overbooked.
  - any claim for an incident already notified under section **A1**.
1. - any compensation unless **you** have obtained written confirmation from **your** airline, railway company, shipping line or their handling agents or coach operator that shows the reason for the delay, the scheduled arrival time and the actual arrival time of **your flight**, international train, sailing or coach.
  - any compensation where the airline, railway company or shipping line or their handling agents or coach operator provide alternative transport that arrives within **12** hours of the booked arrival time.
  - any delay in arriving at a scheduled intermediate overnight stay.
  - any delay that is due to a strike or industrial action that had started or that had been announced before buying this insurance.
2. & 3. any claim where insufficient time has been allowed to complete the journey in time to reach the check-in at the time shown in the **ABSOLUTE TRAVEL & TOURS** and/or **ABSOLUTE SKIWISE** itinerary.
4. - missed connections.
  - expenses that **ABSOLUTE TRAVEL & TOURS** and/or **ABSOLUTE SKIWISE** can recover elsewhere.
  - compensation where a strike, riot or civil commotion had taken place or was announced before the start of the trip or where it could have reasonably been anticipated that it was likely to happen.

#### **DATA PROTECTION NOTICE**

**Consent**

#### **FOR ALL SECTIONS**

When **You** bought **Your** policy **You** gave explicit **Consent** for **Your** personal data, and that of others insured under **Your** policy, to be collected and processed by **Us** in accordance with this Data Protection Notice.

**How we use Your Personal Data**

#### **FOR ALL SECTIONS EXCEPT SECTION B8 LEGAL COSTS & EXPENSES**

**We** use **Your** personal data for the purposes of providing **You** with insurance, handling claims and providing other services under **Your** policy and any other related purposes (this may include underwriting decisions made via automated means). **We** also use **Your** personal data to offer renewal of **Your** policy, research or statistical purposes and to provide **You** with information, products or services that **You** request from **Us** or which **We** feel may interest **You**. **We** will also use **Your** personal data to safeguard against fraud and money laundering and to meet **Our** general legal or regulatory obligations.

**We** collect and process **Your** personal data in line with the General Data Protection Regulations and all other applicable Data Protection legislation. The Data Controller of the arrangement and processing of this policy and the handling of claims under it, is **ERV**.

## FOR SECTION B8 – LEGAL COSTS & EXPENSES

To comply with data protection regulations **DAS** are committed to processing **Your** personal information fairly and transparently. This section is designed to provide a brief understanding of how **DAS** collect and use **Your** information.

**DAS** may collect personal details, including **Your** name, address and, on occasion **Your** medical records. This is for the purpose of managing **Your** products and services, and this may include underwriting, claims handling and providing legal advice.

**DAS** is part of **DAS UK Holdings Limited (DAS UK Group)**. The uses of **Your** personal data by **DAS** and members of the **DAS UK Group** are covered by **DAS'** individual company registrations with the Information Commissioner's Office.

**DAS** may need to send **Your** information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers, specialist agencies so they may contact **You** to ask for **Your** feedback, or members of the **DAS UK Group**. If **Your** policy includes legal advice **DAS** may have to send the information outside of the European Economic Area in order to give **You** legal advice on non-European Union law.

### Special Categories of Personal Data

#### FOR ALL SECTIONS EXCEPT SECTION B8 LEGAL COSTS & EXPENSES

Some of the personal data **You** provide to **Us** may be more sensitive in nature and is treated as a Special Category of personal data. This could be information relating to health or criminal convictions, and may be required by **Us** for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for **Us** to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes as set out in this notice.

### Sharing Your Personal Data

#### FOR ALL SECTIONS EXCEPT SECTION B8 LEGAL COSTS & EXPENSES

**We** will keep any information **You** have provided to **Us** confidential. However, **You** agree that **We** may share this information with other companies within the **ERV Group** and with third parties who perform services on **Our** behalf in administering **Your** policy, handling claims and in providing other services under **Your** policy. Please see **Our** Privacy Policy for more details about how **We** will use **Your** information.

**We** will also share **Your** information if **We** are required to do so by law, if **We** are authorised to do so by **You**, where **We** need to share this information to prevent fraud. **We** may transfer **Your** personal data outside of the European Economic Area ("EEA"). Where **We** transfer **Your** personal data outside of the EEA, **We** will ensure that it is treated securely and in accordance with all applicable Data Protection legislation.

## FOR SECTION B8 – LEGAL COSTS & EXPENSES

**DAS** will not disclose **Your** personal data to any other person or organisation unless **DAS** are required to by **DAS'** legal and regulatory obligations.

For example, **DAS** may use and share **Your** data with other organisations and public bodies, including the police and anti-fraud organisations, for the prevention and detection of crime, including fraud and financial sanctions. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering. Further details explaining how the information held by fraud prevention agencies may be used can be obtained by writing to, or telephoning **DAS**. A copy is also accessible and can be downloaded via **DAS'** website.

### Your Rights

#### FOR ALL SECTIONS EXCEPT SECTION B8 LEGAL COSTS & EXPENSES

**You** have the right to ask **Us** not to process **Your** personal data for marketing purposes, to see a copy of the personal information **We** hold about **You**, to have **Your** personal data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask **Us** to provide a copy of **Your** personal data to any controller and to lodge a complaint with the local data protection authority. The above rights apply whether **We** hold **Your** personal data on paper or in electronic form.

**Your** personal data will not be kept for longer than is necessary. In most cases this will be for a period of seven years following the expiry of the insurance contract, or **Our** business relationship with **You**, unless **We** are required to retain the data for a longer period due to business, legal or regulatory requirements.

### Further Information

#### FOR ALL SECTIONS EXCEPT SECTION B8 LEGAL COSTS & EXPENSES

Any queries relating to how **We** process **Your** personal data or requests relating to **Your** Personal Data Rights should be directed to:

Data Protection Officer, ERV, Afon House, Worthing Road, Horsham, RH12 1TL.  
Email: [Dataprotectionofficer@erv.co.uk](mailto:Dataprotectionofficer@erv.co.uk) Telephone: 01403 788 510

## FOR SECTION B8 – LEGAL COSTS & EXPENSES

If **You** have any questions or comments about how **DAS** store, use or protect **Your** information, or if **You** wish to request to see the information **DAS** hold about **You**, **You** can do this by calling 0344 893 9011, or by writing to the Data Protection Officer at **DAS** Head Office address (please see below) or by visiting [www.das.co.uk](http://www.das.co.uk)

Underwritten by ETI International Travel Protection, the UK branch of Europäische Reiseversicherung AG (ERV), registered at Companies House FC 25660, BR 007939. ERV is authorised by the Bundesanstalt für Finanzdienstleistungsaufsicht (BAFIN - [www.bafin.de](http://www.bafin.de)) and the Prudential Regulation Authority and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details of the extent of our regulation by the Prudential Regulation Authority, and regulation by the Financial Conduct Authority are available from us on request. Our registration number is 220041.

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

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

### DAS LEGAL EXPENSES INSURANCE COMPANY & DAS LAW

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH, Registered in England and Wales, Company Number 103274, Website: [www.das.co.uk](http://www.das.co.uk).

DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority, (registered number 423113), DAS Law Limited Head and Registered Office, North Quay, Temple Back, Bristol BS1 6FL, Registered in England and Wales, Company Number 5417859, Website: [www.daslaw.co.uk](http://www.daslaw.co.uk)

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

The maximum level of compensation you can receive from FSCS is 90% of the claim without any upper limit. The contact details for FSCS are: Financial Services Compensation Scheme, 10<sup>th</sup> Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU Fax: 020 7892 7301 Website: <http://www.fscs.org.uk>

Fogg Travel Insurance Company Limited is authorised and regulated by the Financial Conduct Authority. Our FCA Register reference is 307304.

This can be checked on the financial services register held on the FCA's website ([www.fca.org.uk](http://www.fca.org.uk))

Absolute Travel & Tours is an Appointed Representative of Fogg Travel Insurance Services Limited.