

# Year Abroad Insurance Policy Wording



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## Schedule of Compensation

### Insured section A – Personal Accident

Death	100% amount	GBP	20,000
<b>Permanent disablement:</b>			
quadriplegia or paraplegia	100% amount	GBP	50,000
loss of limb(s) (one or more), total loss of sight in both eyes	100%		
total loss of sight in one eye, total loss of speech or total loss of hearing in both ears	100%		
total loss of hearing in one ear	25%		
loss of or total loss of use of:			
• thumb	20%		
• one forefinger or big toe	15%		
• any other finger or toe	10%		
total loss of use of:			
• back or spine (excluding cervical) without cord involvement	40%		
• hip, knee or ankle	40%		
• neck or cervical spine without cord involvement	30%		
• shoulder, elbow or wrist	20%		

## Schedule of Compensation (continued)

not exceeding the limit of indemnity per student

### Insured section B – Medical and repatriation expenses

<b>medical and repatriation expenses</b>	GBP	10,000,000
supplementary travel and accommodation expenses	GBP	10,000
search and rescue expenses	GBP	50,000
<b>Excess</b>	GBP	25

### Insured section C – Legal expenses

legal expenses	GBP	50,000
<b>Excess</b>	GBP	100

### Insured section D – Personal liability

personal Liability	GBP	2,000,000
<b>Excess</b>	GBP	150

### Insured section E – Personal property

<b>personal property</b>	GBP	3,000
<b>Excess</b>	GBP	50

### Insured section F – Money loss

<b>money</b>	GBP	5,000
<b>Excess</b>	GBP	50

### Insured section G – Cancellation, curtailment

cancellation, curtailment	GBP	7,500
trip alteration	GBP	7,500
travel delay	GBP	7,500
<b>Excess</b>	GBP	Nil

### Insured section H – Hijack, kidnap, kidnap for ransom consultant costs, or hostage

<b>hijack, kidnap, hostage</b>	GBP	15,000
<b>kidnap for ransom</b> consultant costs	GBP	50,000
<b>Excess</b>	GBP	Nil

### Insured section I – Political and natural disaster evacuation expenses

evacuation expenses	GBP	50,000
<b>Excess</b>	GBP	Nil

## Travel & Security Assistance Services

### Travel Assistance Information

The travel assistance company is available whenever **you** undertake a **trip** and if medical assistance is required at any time during the **trip** **you** may contact the emergency helpline. Travel Assistance services are provided by **QBE Assist**. All advice and assistance from **QBE Assist** is accessed via the following contact numbers:



**QBE Assist**

**Telephone:** +44 (0) 203 0273 999

**Web address:** [www.QBEurope.com/assistance](http://www.QBEurope.com/assistance)

The scope of service under **Section B** shall comprise the following, in part or in full:

- |   |   |
|---|---|
| <b>Emergency<br/>medical<br/>assistance</b> | <ul style="list-style-type: none"><li>• Medical expertise on hand</li><li>• Air ambulance</li><li>• Hospital and treatment co-ordination</li><li>• Guarantee on fees and charges</li></ul>  |
| <b>Non-medical</b>                          | <ul style="list-style-type: none"><li>• Advice and guidance with lost or stolen documents</li><li>• Advice and guidance with cancelling lost or stolen credit cards</li><li>• Advice and guidance on tracing lost luggage</li><li>• Information on local embassies and consulates</li></ul> |
| <b>Pre-travel<br/>information</b>           | <ul style="list-style-type: none"><li>• Country information</li><li>• Visa and entry permits</li><li>• Vaccinations and inoculations</li><li>• First aid and health</li><li>• Currency and exchange rates</li><li>• Languages, customs and time zones</li></ul>                             |

### Using the Assistance Company

When the assistance company are contacted for assistance, the following information should be provided, wherever possible:

- **your** name and the **policy** number;
- telephone, facsimile or telex number where **you** can be reached;
- **your** address abroad; and
- nature of the emergency.

## **Security services information**

If evacuation is required at any time during the period of **your trip**, **you** may contact the Security service emergency helpline. Security services are provided by Red24 who is a third party service provider approved by **us**. All advice and assistance from **Red24** is accessed via the following contact numbers:



**Global Security Specialists**

**Telephone:**

+44 (0) 203 0273 999

**Email:**

customerenquiry@red24.info

**Web address:**

[www.red24.info/affiliate/qbe](http://www.red24.info/affiliate/qbe)

The scope of service provided shall comprise the following, in part or in full:

<b>Travel security website</b>	Security information for over 170 countries
<b>Daily news</b>	Subscription to daily email reports every working day covering political instability, civil unrest, disease outbreaks, crime patterns and terrorism news.
<b>24/7 phone service</b>	Direct telephone access to security specialists at the <b>Red24</b> crisis response management centre, which operates 24/7.
<b>Travel safety briefings</b>	Bespoke security briefings covering the risks, preventative measures and important contacts.
<b>SMS travel alerts</b>	Mobile phone text alerts of high risk events occurring in or close to the student's current location (including terrorist, civil unrest and severe weather risks).
<b>Political and natural disaster evacuation</b>	Evacuation to the <b>United Kingdom, student's permanent place of residence</b> or the nearest place of safety.
<b>Kidnap negotiation</b>	Kidnap consultant services following <b>your kidnap</b>

## **Using the security services company**

When the security services company are contacted for assistance under **Sections H** and **I**, the following information should be provided, wherever possible:

- **your name and the policy number;**
- telephone, facsimile or telex number where **you** can be reached;
- **your address abroad; and**
- nature of the emergency.

# 1 Our agreement in general

## 1.1 Parties to this agreement

This insurance is between **you** and **us** as declared in the **schedule** and provides cover as described in each **section** for study, paid or unpaid work and holidays whilst abroad.

## 1.2 Eligibility

This **policy** is only suitable for persons between the ages of nineteen (19) years and thirty five (35) years inclusive, who are enrolled in a higher education institution within the United Kingdom, at inception of the insurance. Cover applies until the end of the **period of insurance** in which the **student** attains the age of thirty six (36) years.

## 1.3 Your policy

1.3.1 This document, together with its **schedule** and any attached endorsements, is the **policy** which sets out this insurance. It is a legal contract so please read all of it carefully.

1.3.2 Words in bold type face used in this **policy**, other than in the headings, have specific meanings attached to them as set out in the General definitions.

1.3.3 Clauses 3 to 11 set out your cover and what is excluded together with any special conditions applicable to the **section**. Clause 12 sets out the exclusions shared by all **sections**.

1.3.4 Clauses 13, 14, 15 and 16 are applicable to all **sections** and set out **our**:

- a) claims handling procedure, including further conditions precedent;
- b) general terms and conditions, including further conditions precedent;
- c) definitions; and
- d) complaint's procedure.

## 1.4 Policy period and premium

1.4.1 We will provide cover for the **period of insurance** so long as the premium and other charges are paid and accepted by **us** or **our** intermediary on or before the commencement of this insurance **policy**. Taxes and levies and other relevant charges are payable in addition to the premium.

1.4.2 If the premium is not paid **your** cover is cancelled and **you** will no longer have any insurance protection.

## 1.5 Your duty of disclosure

1.5.1 All information supplied by **you** or on **your** behalf in connection with the application for this insurance, including any online application form, must be complete and true to the best of **your** knowledge and belief.

1.5.2 **Your** statements will be incorporated into and form the basis of this insurance. In addition **you** must inform **us** of any changes to the information provided. Change to **your** risk information may result in an amendment to **your** premium, or the terms of this insurance or both. If **you** have any doubt you must contact **us** to discuss the issue.

1.5.3 Where **you** have failed to comply with the terms of paragraphs 1.4.1 or 1.4.2, **we** may reject or reduce **your** claims and continue the **policy** on such amended terms as **we** may advise.

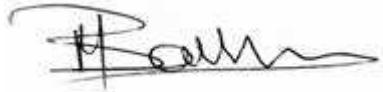
## 1.6 Cooling off period

1.6.1 If this insurance is not suitable for **you**, you have a right to cancel this **policy** within fourteen (14) days from buying your **policy** or from the date on which **policy** documentation was received, whichever is the later. This right will cease if **you** notify **us** of, or make a claim or potential claim under this insurance within the applicable fourteen (14) day period.

1.6.2 **You** must give notice of cancellation in writing to **us** at **our** address or by telephoning the number shown as **our** registered address in the **schedule**. **We** will then refund all premiums paid, within twenty one (21) days of the date of receipt of **your** notice of cancellation.

## **1.7      Signature**

1.7.1    In evidence of the insurer's intention to be bound by this insurance, it prints the signature of its Chief Underwriting Officer - Property, Casualty and Motor.

A handwritten signature in black ink, appearing to read "T. Bell". The signature is fluid and cursive, with a prominent initial "T" and a "B" following it.

## **2 Section A – Personal accident**

### **2.1 Personal accident cover**

We agree to pay **you** the **benefits** listed in the Schedule of compensation and set out in **your schedule** if **you**:

- a) die within twelve (12) months as a result of an **injury**;
  - b) sustain **permanent disablement** within twelve (12) months as a result of an **injury**;
- provided that the **accident** giving rise to the **injury** occurs during the **period of insurance** and within the **operative time**.
- 2.1.2 Except for death, all **benefits** are shown as a percentage of the full **permanent disablement** amount.

### **2.2 Additional personal accident costs and expenses**

#### **2.2.1 Medical expenses**

Once a claim has been agreed by **us** for death or **permanent disablement** we will pay **your medical expenses** up to fifteen percent (15%) of the amount payable under clause 3.1 except that:

- a) any amount paid under **Section B** for **medical expenses** will be deducted from any sum paid under this clause; and
  - b) the maximum amount **we** will pay under this clause will not exceed fifteen thousand pounds (GBP15,000).
- 2.2.2 **In-patient and intensive care**
- We agree to pay **you** twenty five pounds (GBP25) per day or part thereof up to a maximum of ninety (90) days if **you** are admitted to a hospital as an in-patient as a result of **injury**. This benefit will be increased to fifty pounds (GBP50) per day or part thereof, whilst **you** are being treated in an intensive care unit of the hospital.

### **2.3 Personal accident limitations and exclusions**

#### **2.3.1 Sickness**

We will not pay for death or **permanent disablement** directly or indirectly resulting from **sickness** or natural causes. If **sickness** involves **your** death prior to the definite settlement of compensation for **permanent disablement**, no **benefit** will be payable under this insurance.

#### **2.3.2 Injury arising from terrorism**

We will not pay for death or **permanent disablement** directly or indirectly resulting from **nuclear chemical biological terrorism**

### **2.4 Other personal accident terms and conditions**

#### **2.4.1 Where more than one benefit applies**

If it is possible to claim **benefit** under more than one item of compensation in the Schedule of compensation, then **you** may elect to claim under the item of **benefit** that offers the maximum amount of payment except always that **we** are only liable to pay a single item of **benefit**.

If an **accident** involves **your** death prior to the definite settlement of compensation for **permanent disablement**, **we** will pay the **beneficiary** the **benefit** for death as a result of **injury** in the Schedule of compensation. If death is not insured no **benefit** will be payable under this insurance.

#### **2.4.2 Interest**

No **benefit** payable under this insurance will carry interest.

## **3      Section B - Medical and repatriation expenses**

### **3.1     Medical and repatriation expenses cover**

We agree to pay **you** and/or **your** healthcare provider **medical expenses** and/or **repatriation expenses** incurred by **you** with **our** prior consent except that:

- a) we will not pay any sum exceeding the **limit of indemnity** stated in the Schedule of compensation set out in your **schedule**; and
  - b) the **medical expenses** and/or **repatriation expenses must** arise as a direct result of **injury** or **sickness** which occurs during **your trip**.
- 3.1.2 But in the event of an emergency where **our** consent cannot be obtained, as specified above, **we** will pay the reasonable costs incurred up to the point notification to **us**.

### **3.2     Additional medical and repatriation costs and expenses**

3.2.1 Where **you** have a valid claim under this **section**, **we** will pay:

- a) up to twenty five thousand pounds (GBP 25,000) of hospital in-patient medical charges necessarily incurred by **you** within three (3) consecutive months immediately following **your return to the United Kingdom or permanent place of residence**; and
- b) **you** fifty pounds (GBP50) per day or part thereof up to a maximum of three hundred and sixty five (365) days if you are admitted to hospital as an in-patient outside **your permanent place of residence** following **accidental injury or sickness**.

### **3.3     Extended medical and repatriation expenses cover**

#### **3.3.1    Premature child birth**

We agree to pay **you** and/or **your** healthcare provider for the **medical expenses** and/or **repatriation expenses** actually incurred, in the event of the **premature birth** of **your child** provided that:

- a) the **premature birth** occurs outside of the **United Kingdom** or outside **your permanent place of residence**; and
- b) the **premature birth** occurs during the **operative time**; and
- c) **our** maximum payment under this clause shall not exceed the **limit of indemnity** stated in the Schedule of compensation.

#### **3.3.2    Search and rescue expenses**

If during a **trip** **you** are reported missing to the appropriate authorities, **we** will pay the costs incurred for **your search and rescue** by a recognised rescue authorities up to a maximum amount of fifty thousand pounds (GBP50,000).

#### **3.3.3    Supplementary travel and accommodation expenses**

If **you** suffer **injury** or **sickness** whilst on an **trip**, and as a direct result require hospital treatment as an in-patient, **we** will pay the costs of accommodation and travel for up to two close relatives to travel and remain with **you** while hospitalised, subject to a maximum amount of ten thousand pounds (GBP10,000).

### **3.4     Medical and repatriation expenses limitations and exclusions**

Under **Section B**, **we** will not pay:

- 3.4.1 the amount of the **excess** as applicable and stated in the **schedule**, unless **our** liability has been reduced by the use of a European Health Insurance Card (EHIC) or private health insurance;
- 3.4.2
  - a) the **medical expenses** and **repatriation expenses** from the time **you** have made a full **recovery**, or been repatriated or return to the **United Kingdom or your permanent place of residence**, whichever occurs first;
  - b) **medical expenses** from the time when **you die**;

- 3.4.3 for general health examinations, rest cures, convalescent care, custodial care or periods of quarantine, cosmetic or plastic surgery unless necessitated by **injury**;
- 3.4.4 for dental examination, dental x-rays, dental extraction, dental fillings unless as a result of emergency dental treatment;
- 3.4.5 for supplying or fitting of optical or hearing aids except as a result of **injury**;
- 3.4.6 for any condition where **you** are travelling against the advice of a **healthcare practitioner**;
- 3.4.7 for the use of non-prescribed drugs by **you**.

### **3.5 Other medical and repatriation expenses terms and conditions**

- 3.5.1 **You** shall have access to the services of the medical and repatriation assistance company stated in clause 3, who can provide advice and assistance within its scope to **you** whilst on a **trip** outside the **United Kingdom** or **your** permanent place of residence.
- 3.5.2 The medical and repatriation assistance company provider must be advised as soon as reasonably practicable of any event that may give rise to a claim.
- 3.5.3 Notification of a claim or circumstance to the medical and repatriation assistance company provider does not constitute notification under the **policy**.
- 3.5.4 The role of the medical and repatriation assistance company provider is limited to providing immediate assistance and guidance to **you** in the event of an actual insured event under clause 3.1, 3.2 or 3.3.
- 3.5.5 The medical and repatriation assistance company provider does not have the authority to deal with matters of **policy** coverage or the application of **policy** terms and conditions on **our** behalf.

## 4 Section C – Legal expenses

### 4.1 Legal expenses cover

We agree to pay **your legal expenses** to pursue a civil action for compensation if someone else causes **you bodily injury** during your **trip**, provided that:

- 4.1.1 the **bodily injury** occurs during the **period of insurance** and outside of the **United Kingdom or your permanent place of residence**;
- 4.1.2 **you** have obtained **our** prior written consent to incur such **legal expenses** except that **our** consent will not be given if in the opinion of our appointed legal advisors , there is not at least a fifty (50%) per cent chance that **your** claim will be successful;
- 4.1.3 all claims or legal proceedings including any appeal against a judgment resulting from the same original cause, event, or circumstances, will be regarded as one claim;
- 4.1.4 **our** maximum liability under this **Section C** shall not exceed the **limit of liability** set out in the Schedule of compensation.

### 4.2 Legal expenses limitations and exclusions

Under **Section C**, we will not pay:

- 4.2.1 **Claims against travel agents**  
the costs in pursuing any claim against any travel agent, tour operator;
- 4.2.2 **Claims against us**  
the costs in pursuing any claim against **us**, **our** agents or any organisation or person involved in arranging this insurance;
- 4.2.3 **Criminal sanctions**  
any fines or other penalties or sanctions imposed by a court of criminal jurisdiction;
- 4.2.4 **Defence of civil claim**  
the defence of any civil claim or legal proceedings made or brought against **you**;
- 4.2.5 **Excess**  
for the amount of the **excess** as applicable and stated in the **schedule**;
- 4.2.6 **Illegal Act**  
any illegal act deliberately, intentionally or recklessly committed by **you**;
- 4.2.7 **Two (2) year time bar**  
any claim or circumstance notified more than two (2) years after the incident from which the cause of action arose.

### 4.3 Other legal expenses terms and conditions

- 4.3.1 If **you** are successful in any claim for damages and or compensation, **you** agree that any amount recovered or otherwise received as compensation shall be used, if sufficient, to reimburse **us** for any amount paid by **us** under this **policy**:
  - a) firstly, in respect of any **legal expenses**; and
  - b) secondly in respect of any other claim in connection with **injury** that is the subject matter of the claim under this insurance.

## 5 Section D – Personal liability

### 5.1 Personal liability cover

We agree to pay **you** all sums that you become legally liable to pay as damages or compensation, including claimant costs recoverable from **you**, arising from accidentally:

- a) causing **bodily injury** to someone; or
  - b) damaging or losing someone else's property;
- provided that:
- c) **bodily injury or damage** happens during the **period of insurance** whilst on a **trip** outside the **United Kingdom**, or your **permanent place of residence**;
  - d) we will not pay any sum inclusive of **your defence costs**, in excess of the **limit of indemnity** set out in the schedule of compensation.

5.1.2 Further we will pay your **defence costs** in defending **your** claim as specified above provided that:

- a) **you** have obtained our prior written consent; and
- b) such **defence costs** form part of and are not payable in addition to the **limit of indemnity**.

### 5.2 Additional personal liability costs and expenses

#### 5.2.1 Manslaughter legal defence costs

If **you** are accused or charged with manslaughter by the appropriate authorities during a **trip** as a result of **your** work related activities, we will pay **your** initial legal **defence costs** up to fifteen thousand pounds (GBP15,000), provided that no payment will be made in circumstances where **you** are entitled to indemnity by a legal expenses insurance policy or under any other insurance granting such cover.

### 5.3 Extended personal liability cover

#### 5.3.1 Claim jurisdiction

Notwithstanding clause 5.4.10, the insurance by clause 5.1 is extended to include **your** liability for payment of any judgment, award or **defence costs** brought anywhere in the world; except that:

- a) where liability for payment of any judgment, award, payment, **defence costs** or settlement delivered, made or incurred within countries which operate under the laws of **North America** (or to any order made anywhere in the world to enforce such judgment, award, payment, **costs and expenses** or settlement either in whole or in part),
- b) then this **policy** excludes and does not cover:
  - i) any **student**, whose **permanent place of residence** is **North America**;
  - ii) **bodily injury** caused by or arising from or in connection with **pollution**, seepage or contamination;
  - iii) **bodily injury** including any cost, expense or liability caused by or arising from or in connection with removing, nullifying, remaking or cleaning-up any actual or alleged **pollution**, seepage or contamination;
  - iv) fines, penalties, liquidated damages or punitive damages;
  - v) liability which attaches by way of any contract or agreement that would not have attached in the absence of such contract or agreement;

#### 5.3.2 Damage to rented property

We agree to pay **you** for **accidental damage** to the rented accommodation or rented goods under the terms of a formal tenancy agreement provided that:

- a) **you** are named as a party responsible under the formal tenancy agreement; and

- b) the rented goods which are the subject of a claim are stated on the inventory of the tenancy agreement; and
- c) **we** will not indemnify **you** for loss of deposit which monies will be used before any indemnity is provided by **us**; and
- d) **our maximum limit of liability** under this extension shall not exceed GBP1,500.

## **5.4 Personal liability limitations and exclusions**

Under **Section D** we will not pay for claims, damages, **defence costs** or other expenses arising directly or indirectly, by, through or in connection with:

### **5.4.1 Advice or design**

advice or design or from designs, plans, specifications, formulae, surveys, directions or advice prepared or given by **you**;

### **5.4.2 Business activity**

the carrying on of any trade, business or profession;

### **5.4.3 Damage to property**

**damage** to property belonging to, held in trust by, or in **your** custody or control or any member of **your** family or household;

### **5.4.4 Electronic data**

- a) loss, alteration or impairment of, or damage to, information and/or data in electronic form;
- b) malicious acts of any person carried out by electronic means;
- c) defamation or harassment carried out by electronic means;

but this exclusion shall not apply in respect of liability for any ensuing **accidental bodily injury** (save for mental injury or mental disease) or **accidental damage** which is not otherwise excluded;

### **5.4.5 Excess**

the amount of the **excess** as applicable and stated in the **schedule**;

### **5.4.6 Express contractual term**

an express term of any contract, unless liability would have attached to **you** in the absence of such a contract;

### **5.4.7 Fines, penalties or multiplication of compensatory damages**

any fines, penalties, punitive damages, exemplary damages, treble damages, or any other increase in damages resulting from the multiplication of compensatory damages;

### **5.4.8 Insanity/drugs/alcohol**

**bodily injury or damage** caused as a direct consequence of **you** being insane, under the influence of or affected by drugs (other than drugs taken under the direction of a **healthcare practitioner**), alcohol, or solvents;

### **5.4.9 Mechanically propelled objects**

mechanically propelled vehicle, aircraft or watercraft;

### **5.4.10 North America**

liability in respect of any judgment, award, payment, **defence costs** or settlement delivered, made or incurred within countries which operate under the laws of **North America** (or to any order made anywhere in the world to enforce such judgment, award, payment, **defence costs** or settlement either in whole or in part) except as provided by clause 5.3.1;

### **5.4.11 Nuclear chemical biological terrorism**

liability arising out of or from or in connection with **nuclear chemical biological terrorism**;

- 5.4.12 **Ownership, possession or occupation**  
ownership, possession or occupation of land, or buildings, immobile property or caravans other than occupying a temporary residence;
- 5.4.13 **Pollution**  
liability arising out of or from or brought about by or contributed to by **pollution**;
- 5.4.14 **Products**  
liability arising out of or from or in connection with **your products**;
- 5.4.15 **Racing**  
Any racing activity;
- 5.4.16 **Unlawful acts**  
any wilful, malicious or unlawful act;
- 5.4.17 **Venereal disease, sexually transmitted diseases, AIDS**  
**bodily injury** resulting from venereal disease, sexually transmitted diseases, Acquired Immune Deficiency Syndrome (AIDS) or any AIDS related condition.

## **6      Section E – Personal property**

### **6.1    Personal property cover**

**We** will pay **you** for the cost of replacement or repair of **personal property** which is lost, stolen or **damaged** whilst on a **trip** during the **period of insurance**, up to the **limit of indemnity** stated in the **schedule**.

### **6.2    Additional personal property costs and expenses**

#### **6.2.1    Delayed Luggage**

**We** will pay **you** up to two hundred pounds (GBP200) for costs actually incurred buying essential and reasonable replacement items, if during a **trip**, **your personal property** is temporarily lost or delayed for more than eight (8) hours. If the **personal property** which has been temporarily lost becomes permanently lost and results in a claim, **we** will deduct the amount already paid for temporary loss from the final payment.

### **6.3    Extended personal property losses cover**

#### **6.3.1    Passport Replacement**

**We** will pay **you** up to seven hundred and fifty pounds (GBP750) for costs actually incurred in replacing a passport, visa or other essential travel documents which are lost or **damaged** during a **trip**.

### **6.4    Personal property limitations and exclusions**

Under this **Section E**, **we** will not pay for loss or **damage**:

#### **6.4.1    Bicycles and vehicles**

to bicycles or to vehicles, their accessories or spare parts;

#### **6.4.2    Excess**

the amount of the **excess** as applicable and stated in the **schedule**;

#### **6.4.3    Government action**

caused by delay, detention or confiscation by order of any government, regulatory or public authority;

#### **6.4.4    Mechanical or electrical failure, cleaning and vermin**

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

#### **6.4.5    Mobile phones**

to mobile phones and any attaching contract for the provision of mobile phone services;

#### **6.4.6    Money and bonds**

to **money**, bonds, negotiable instruments or securities of any kind;

#### **6.4.7    Transhipped property**

to any personal property which has been transhipped;

#### **6.4.8    Nuclear chemical biological terrorism**

arising out of or from or in connection with **nuclear chemical biological terrorism**;

#### **6.4.9    Single item limit**

to any item valued at more than three hundred and fifty pounds (GBP350) unless **you** retain as uninsured the first thirty five percent (35%) of the claim amount in respect of that item.

## 7 Section F – Money

### 7.1 Money cover

We agree to pay **you** up to the **limit of indemnity** stated in the **schedule**, if during the **period of insurance** whilst on a **trip**, **you**:

- a) lose or have **money** stolen; or
- b) suffer financial loss as a result of fraudulent use of credit, debit or charge cards which is not recoverable from any card provider after reasonable attempts have been made to recover from the provider and any providers conditions have been complied with.

### 7.2 Money loss limitations and exclusions

Under this **Section F**, we will not pay:

#### 7.2.1 Excess

for the amount of the **excess** as applicable and stated in the **schedule**;

#### 7.2.2 Confiscation and depreciation

for confiscation or detention by customs or other officials, error, omission and depreciation in value;

#### 7.2.3 Loss or theft of credit, debit or charge cards

for loss or theft of a credit, debit or charge cards unless **you** have complied with all the terms and conditions under which the card was issued;

#### 7.2.4 Cash limit

for loss of **money** valuing in excess of five hundred pounds (GBP500);

#### 7.2.5 Loss or Theft report

for loss or theft of **money** which is not reported to the police within forty eight (48) hours of discovery of such theft or loss;

#### 7.2.6 Travel within country of domicile

for any **trip** within the **United Kingdom** or **your permanent place of residence** except that this exclusion shall not apply where the **trip** involves air travel or an overnight stay.

## **8      Section G – Cancellation or travel delay**

### **8.1    Cancellation, curtailment or travel delay cover**

If during the **period of insurance** your **trip** has to be cancelled, cut short or altered prior to departure as a direct result of any cause outside **your control**, **we** agree to pay **you** up to the **limit of indemnity** stated in the **schedule**:

- 8.1.1    for all deposits and advance payments made in respect of transport and accommodation costs that are non-refundable in accordance with the terms and conditions of booking;
- 8.1.2    for **tuition fees** which have been paid, or will be payable, or become payable under contract, and cannot be recovered.

### **8.2    Additional cancellation, curtailment or travel delay costs and expenses**

#### **8.2.1   Travel delay**

If **your** booked departure or organised travel to **your** planned destination at the commencement or completion of a **trip** is delayed due to:

- a)    strike, labour dispute, industrial action;
- b)    mechanical breakdown;
- c)    disruption of road or rail services by avalanche, snow or flood;

where such delay is in excess of four (4) hours, **we** will pay **you** twenty pounds (GBP20) per hour for every hour's delay thereafter up to a maximum of two hundred and forty pounds (GBP240) but **we** will not pay and this insurance excludes cover where the delay is due to strike action which existed and for which advance warning had been given before the date on which the trip was booked.

#### **8.2.2   Trip alteration**

When pre-booked travel arrangements in connection with a **trip** have to be altered following departure, **we** will reimburse **you** for the additional costs of travel and accommodation that **you** incur, which are not recoverable elsewhere and are necessarily incurred to enable **you** to continue the **trip** or return to the **United Kingdom** or **your permanent place of residence** up to the **limit of indemnity** stated in the **schedule**.

### **8.3    Cancellation, curtailment, replacement and travel delay limitations and exclusions**

Under this **Section G** we will not pay for any **trip** that is cancelled, cut short or altered as a result of:

#### **8.3.1   Excess**

the amount of the **excess** as applicable and stated in the **schedule**;

#### **8.3.2   Failure to check in**

**your** failure to check in according to the travel itinerary supplied unless the failure was itself due to industrial action;

#### **8.3.3   Failure to study**

**your** exclusion from the course as a direct or indirect result of failing to: attain grades, submit study work or attend classes;

#### **8.3.4   Financial position**

**your** financial circumstances;

#### **8.3.5   Government regulations**

regulations made by any regulatory, public authority or government;

#### **8.3.6   Ill health**

**your** travel or intention to travel against the advice of a **healthcare practitioner** or for the purpose of obtaining treatment;

8.3.7 **Student's agent's default**

the default of any travel or accommodation provider (or their agent) of transport or accommodation, acting for **you**;

8.3.8 **Loss of job**

- a) **your** resignation or voluntary redundancy; or
- b) the termination of a contract of employment due to **your** misconduct;

8.3.9 **Mental disorders**

stress, anxiety or depression including home sickness or any other mental disorder, except where:

- a) the mental disorder did not exist prior to the commencement of the **period of insurance**; and
- b) where you provide a medical report from a registered healthcare practitioner specialised in the relevant medical field stating that you suffer from a recognised mental disorder;

provided that, where a recognised mental disorder is accepted by us, you are responsible for a fifty percent (50%) share of the cost of the claim.

8.3.10 **Ship, aircraft, train**

the withdrawal of service temporarily or permanently of any or all aircraft, ships, or trains on the orders or recommendation of any port, rail or aviation authority, or any replacement body or similar body in any country;

8.3.11 **Disinclination to start or continue**

**you** deciding not to travel or continue with a course, except where the **trip** is cancelled in accordance with 8.2.2;

## **9      Section H - Hijack and kidnap insurance**

### **9.1     Hijack and kidnap cover**

If during the **period of insurance** and during a **trip** **you** are forcibly or illegally detained as the result of a **hijack**, or **kidnap** or being taken **hostage** we will:

- 9.1.1 pay **you** one hundred and fifty pounds (GBP150) for each complete day that **you** are forcibly or illegally detained as a result of a **hijack**, **kidnap** or being taken **hostage** up to a maximum of seven thousand five hundred pounds (GBP7,500);
- 9.1.2 pay for consultant costs incurred in respect of **kidnap for ransom**, up to a maximum of two hundred and fifty thousand pounds (GBP250,000).
- 9.1.3 For the avoidance of doubt we will only pay the costs incurred as a result of a **hijack**, **kidnap** or **you** being taken **hostage**. We will not pay or reimburse the actual ransom monies paid in connection with any **kidnap** or **kidnap for ransom**.

### **9.2     Hijack and kidnap limitations and exclusions**

Under this **Section H**, we will not pay:

- 9.2.1 **Excess**  
the amount of the **excess** as applicable and stated in the **schedule**;
  - 9.2.2 **Fraud, dishonesty, criminal acts**  
any claim where **you** or any person authorised by **you** acts fraudulently, dishonestly, or commits a **criminal act**, but this will not apply to the payment of ransom monies by **you** in a situation where local authorities have declared such payment illegal.
  - 9.2.3 **Permanent country of domicile**  
if you are **hijacked**, **kidnapped** or taken **hostage** within the **United Kingdom** or **your permanent place of residence**;
- ### **9.3     Other Hijack and kidnap terms and conditions**
- 9.3.1 **Red24** must be advised as soon as reasonably practicable of any event that may give rise to a claim. Please read 'Advice on how to claim.'
  - 9.3.2 Notification of a claim or circumstance to **Red24** does not constitute notification under the **policy**.
  - 9.3.3 The role of **Red24** is limited to providing immediate assistance and guidance to **you** in the event of an actual or threatened insured event under this **Section H**. **Red24** does not have the authority to deal with matters of **policy** coverage or the application of **policy** terms and conditions on **our** behalf.

## 10 Section I – Evacuation expenses

### 10.1 Evacuation expenses cover

10.1.1 **We** agree to pay **you** and/or **Red24** for the expenses actually incurred but not exceeding the **limit of indemnity** stated in the **schedule** but only where the expenses arise as a direct result of an insured event as set out in the following clauses.

#### 10.1.2 Insured events

- a) Expulsion or declaration of persona non-grata  
**You** being expelled or declared persona non grata on the written authority of the recognized government of a **trip** country.
- b) Political or military events  
Being involved in a **trip** country where the **United Kingdom** authorities issue a formal advisory, strongly advising the departure of all **United Kingdom** citizens in non-emergency positions and their dependents from the **trip** country. Alternatively, if **you** receive direct instructions or recommendation from the appropriate authorities to evacuate from the country.
- c) Natural disaster  
Involving a **natural disaster** where you receive direct instructions or recommendation from the appropriate authorities to evacuate, or **we** determine at **our** sole discretion that such evacuation is required.

### 10.2 Evacuation costs and expenses

#### 10.2.1 Emergency evacuation

**We** will pay the costs incurred for **your** emergency evacuation, within thirty (30) days prior to an insured event, or ten (10) days after an insured event, to the nearest place of safety or for **your** repatriation to the **United Kingdom** or **your permanent place of residence**.

#### 10.2.2 Imminent physical peril

If **your** immediate well-being is threatened, **we** will pay for your emergency evacuation by appropriate means. Otherwise, coverage hereunder will apply to transportation only at economy fares, unless unavailable or impractical. **You** will only be entitled to one payment for evacuation costs per insured event.

#### 10.2.3 Expenses

**We** agree to pay for:

- a) accommodation, up to two hundred pounds (GBP200) per day; and
- b) daily expenses, up to fifty pounds (GBP50) per day;

incurred within thirty (30) days of **your** repatriated to the **United Kingdom** or **your permanent place of residence**,

### 10.3 Political and natural disaster expenses limitations and exclusions

Under **section I** we will not pay for evacuation expenses incurred:

- 10.3.1 more than thirty (30) days after the commencement of a political or natural disaster;
- 10.3.2 within **your permanent place of residence**;
- 10.3.3 where the political or natural disaster was reasonably avoidable prior to the commencement of a **trip**;
- 10.3.4 arising from or attributable to an alleged: violation of the **trip** country's laws by **you**; unless **we** determine in **our** sole discretion that such allegations were intentionally false, fraudulent and malicious and made solely to achieve a political, propaganda and/or coercive effect upon **you** or at **your expense**;

- 10.3.5 as a result of **your** failure to maintain and possess any required documents and visas; unless **we** determine in **our** sole discretion that such allegations were intentionally false, fraudulent and malicious and made solely to achieve a political, propaganda and/or coercive effect upon or at **your** expense;
- 10.3.6 arising from or attributable, in whole or in part, to a debt, insolvency, commercial failure, the repossession of any property by any title holder or lien holder or any other financial cause;
- 10.3.7 arising from or attributable, in whole or in part, to **your** non-compliance with any obligation specified in a contract or license or **your** failure to provide a bond or other security assumed under any contract, whether written or oral;
- 10.3.8 arising from or attributable, in whole or in part, to the implementation of currency exchange rates by a legally constituted authority.
- 10.3.9 the amount of the **excess** as applicable and stated in the **schedule**;

#### **10.4 Other political and natural disaster expenses terms and conditions**

- 10.4.1 Where a number insured events arise from a single cause, **we** will be treat the combination of insured events as a single insured event and aggregate all losses arising to form single loss.
- 10.4.2 **You** shall have access to the services of **Red24** stated 'Advice on how to claim', who will provide political and natural disaster evacuation within its scope to **you** whilst on a **trip** outside the **United Kingdom** or **your permanent place of residence**.
- 10.4.3 **Red24** must be advised as soon as reasonably practicable of any event that may give rise to a claim.
- 10.4.4 Notification of a claim or circumstance to **Red24** does not constitute notification under the **policy**.
- 10.4.5 The role of **Red24** is limited to providing immediate assistance and guidance to **you** in the event of an actual or threatened insured event under this **Section I**. **Red24** does not have the authority to deal with matters of **policy** coverage or the application of **policy** terms and conditions on **our** behalf.

## 11 General exclusions

11.1.1 **We** will not pay any claims if **you**:

- a) are aged eighteen (18) years or under or over thirty six (36) years, but this exclusion will not apply to and cover will apply if **you** attain the age of thirty six (36) years during the **period of insurance** until the end of that the **period of insurance**; or
- b) are not enrolled in a higher education institution within the United Kingdom, at inception of the **period of insurance**.

11.1.2 **We** will not pay any claims directly or indirectly resulting from or consequent upon:

- a) **Air travel**  
**your** engagement in air travel as a pilot or crew member;
- b) **Deliberate exposure**  
deliberate exposure to exceptional danger (except in an attempt to save human life or in the course of **your** employment).
- c) **Excluded activities**  
**your** engagement in or taking part in:
  - i) naval, military or air force service or operations;
  - ii) motor sports, scuba diving to a depth greater than thirty (30) metres, mountaineering, caving or potholing, paragliding, parachuting or sky diving.
- d) **Nuclear risks**  
**nuclear hazards**;
- e) **Suicide and self-inflicted injury**  
suicide or attempted suicide, intentional self-inflicted **injury** including self-inflicted **injury** arising from mental illness or intentional **injury** of the **student** or the **student** being in a state of insanity;
- f) **War**  
**war** in your **permanent place of residence**.

## 12 Duties in the event of a claim or potential claim

### 12.1 Claim notification

- 12.1.1 You must give notice in writing to **us** as soon as reasonably practicable:
- a) and in any event within seventy two (72) hours of **your** actual knowledge in respect of:
    - i) any death, **permanent disablement** or **injury** to any person involving a stay in hospital in excess of two (2) days which is likely to give rise to a claim under this insurance;
    - ii) any insured event or circumstance likely to give rise to a claim under **Sections B or H**;
    - iii) any notice of any impending inquest, fatal accident inquiry, prosecution or other legal proceedings;
  - b) or in any event within fourteen (14) days of **your** actual knowledge in respect of any other occurrence that is or may be insured by this **policy**.
- 12.1.2 In the event of **your** death or other incapacity that prevents **you** from submitting notice, **your** executors or administrators must give notice in writing to **us**, within ninety (90) days from the date of death or permanent disablement and otherwise act in **your** place.
- 12.1.3 If an **accident** involves **your** death or **permanent disablement** claims must be presented to **us** within twelve (12) months of the date of the original **accident** giving rise to such claim under this insurance, unless otherwise agreed **us**.
- 12.1.4 Notice to **us** must be given to the claims notification addresses specified in the **schedule**.

### 12.2 Your claim duties

- 12.2.1 For each and every claim **you** and any person acting on **your** behalf must:
- a) not admit responsibility, make an offer or promise, nor offer payment or indemnity without **our** written consent;
  - b) not incur any expense without **our** consent except at **your** own cost or as stated in **Section B**;
  - c) always act honestly, there being no rights to any form of payment or indemnity under the **policy** in the event that any claim is made fraudulently;
  - d) give all such information, assistance and forward all documents to enable **us** to investigate, settle or resist any claim as **we** may require;
  - e) provide such proofs and information with respect to the claim as may reasonably be required together with (if demanded) a statutory declaration of the truth of the claim and any matters connected therewith;
  - f) not destroy evidence or supporting information or documentation without **our** prior consent; nor destroy any plant or other property relating to an occurrence, loss or suit that may give rise to a claim under this **policy**.
- 12.2.2 In addition to the above, for each and every claim under **Section A or B** it is agreed that **you** must place yourself under the care of a **health care practitioner** as early as possible;
- 12.2.3 authorise **us** to obtain medical records or other pertinent information upon request but only where legally permitted to do so in the event of an insured event involving death, **injury**, **sickness** or **bodily injury**.

### 12.3 Insurer's rights

- 12.3.1 It is **our** preferred intention to investigate any potential claim and to undertake the conduct of any proceedings in connection with such claims on **your** behalf. It is one of the services **we** offer when you buy **your policy**. However, there may be rare occasions, especially in relation to potential proceedings in **North America**, when this is not appropriate.
- 12.3.2 In such cases **we** have the right not to, and shall be under no obligation to, investigate any potential claims or to undertake the conduct of any proceedings in connection with such claims but will be free to leave the conduct of such proceedings wholly with **you**.
- 12.3.3 If **we** do transfer the conduct of proceeding to **you** **we** will clearly set out the conditions as regards the payment of costs and your freedom to commit **us** to any settlement by compromise or otherwise. Providing **you** settle within these conditions **your** cover will operate as normal.

- 12.3.4 **We** may at any time pay the **limit of indemnity** (after deduction of any sums already paid) or such lesser sum for which the claim can be settled and will relinquish the conduct and control of the claim and be under no further liability except (where payable under the relevant **section**) for payment of **costs and expenses** incurred prior to the date of payment.
- 12.3.5 After initial notice or submission of an incident or claim, any medical examiner appointed by the **insurer** will be allowed, so often as may be deemed necessary to conduct an examination of the **student**; and in the event of **accidental** death of the **student** to conduct an autopsy if legally permitted.

## **12.4 Subrogation**

- 12.4.1 For each and every claim you or any person acting on **your** behalf must not waive any rights of recourse or recovery against any other person relating to an occurrence, loss or suit that may give rise to a claim under this insurance.
- 12.4.2 At **our** request and expense **you** will do and permit to be done all such acts and things as may be necessary or reasonably required by **us** for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties.

## 13 General terms and conditions

### 13.1 Applicable law

You and we are free to choose the law and jurisdiction to settle any dispute as regards the interpretation of this policy. Since we are established in England this policy will be governed by and interpreted in accordance with the laws of England and subject to the exclusive jurisdiction of the English courts.

### 13.2 Assignment

If you agree to transfer your rights under this policy to another person, your transfer will not bind us unless and until you obtain our written consent.

### 13.3 Cancellation

#### 13.3.1 Your cancellation rights:

In addition to your statutory right of cancellation under clause 1.6, you may cancel the entire policy at any time by email or letter. Upon receipt of your notice of cancellation:

- a) providing you have not travelled and no claim has been made for the period for which insurance cover was provided; and
- b) providing you have paid the premium;

you will be entitled to a pro rata refund of premium;

To cancel the policy, please write to the broker at the registered address or email shown in the schedule.

#### 13.3.2 Our cancellation rights

We may cancel this policy by giving thirty (30) days notice by recorded delivery to your last known address. In this case you will be entitled to a pro-rata return of the premium paid.

### 13.4 Contract (Rights of Third Parties) Act 1999

This insurance does not confer or create any right enforceable under the Contracts (Rights of Third Parties) Act 1999 or any amending or subsequent legislation, by any person who is not named as the student and both you or us may amend, cancel or lapse this insurance without giving notice to, or requiring the consent of, any other third party.

### 13.5 Contribution

If at the time of any claim (except any claim under Section A) there is any other valid and collectible insurance available to you and arranged in your name, then the insurance afforded by this policy will be in excess of and will not contribute with such other insurance.

### 13.6 Document management

We may hold documents relating to this insurance and any claims under it in electronic form and may destroy the originals. An electronic copy of any such document will be admissible in evidence to the same extent as, and carry the same weight as, the original.

### 13.7 Disclosure under the Data Protection Act 1998

#### 13.7.1

We record and hold data in accordance with the Data Protection Act 1998 and follow strict security procedures in the storage and disclosure of information provided to prevent unauthorised access or loss of such information. We may find it necessary to pass data to other firms or businesses that supply products and services associated with this policy.

The insurer collects non-public personal information about you from the following sources:

- a) information we receive from you on applications or other forms;
- b) information about your transactions with us, our subsidiary, parent and or other group companies, or others;
- c) information we receive from consumer reporting agencies.

- 13.7.2 **We** do not disclose any of **your** non-public personal information to anyone except as is necessary in order to provide its products or services to **you** or otherwise as it is required or permitted by law (e.g., a subpoena, fraud investigation, regulatory reporting etc.).
- 13.7.3 Further, by accessing and updating various databases **we** may share information with other firms and public bodies, including the police, in order to substantiate information and prevent or detect fraud. If false or inaccurate information is provided and fraud is suspected this fact will be recorded and the information will be available to other organisations that have access to the databases. Details of databases accessed or contributed to are available on request.
- 13.7.4 **We** restrict access to **your** non-public personal information to **our** employees, **our** subsidiary, parent and or other group companies, their employees or others who need to know that information to service **your** account. **We** maintain physical, electronic, and procedural safeguards to protect **your** non-public personal information. As a consequence any non-public personal information disclosed to one such employee or company is not deemed disclosed to all such employees or companies.

### **13.8 Dispute resolution**

- 13.8.1 All matters in dispute between **you** and **us** arising out of or in connection with this insurance will be referred to a mediator to be agreed by the parties within fourteen (14) working days of any dispute arising under the insurance. If a mediator is not agreed then either party may apply to the Centre for Effective Dispute Resolution ('CEDR') for the appointment of a mediator. The parties agree to share equally the costs of CEDR and of the mediator and that the reference of the dispute to mediation will be conducted in confidence.
- 13.8.2 Both **you** and **us** agree to perform **our** respective continuing obligations under this insurance, if any, while the dispute is resolved unless the nature of the dispute prevents such continued performance of those obligations.
- 13.8.3 If any such dispute is not resolved by mediation or the parties cannot agree upon the appointment of a mediator or the form that the mediation will take the dispute will be referred by either party to be determined and be subject to the exclusive jurisdiction of the High Court, London.

### **13.9 Fraud**

If the claim is in any respect fraudulent or if any fraudulent means or devices are used by **you** or anyone acting on **your** behalf to obtain any benefit under this **policy** or if any liability, loss, destruction or **damage** is occasioned by wilful act or with **your** connivance there will be no rights to any form of payment or indemnity under this **policy**.

Further any claim paid to **you** in respect of any fraudulent means or device must be repaid to **us**.

### **13.10 Minimisation of risk**

**You** will take all reasonable steps at its own expense to prevent an insured event arising or continuing including taking all practical steps to recover property that has been stolen.

### **13.11 Observance**

- 13.11.1 **You** must comply with the all the terms and conditions set out in this **policy**. If **you** fail to act in accordance with the conditions **we** may reject or reduce claims connected with such failure but in order to do so **we must** show **you** that **we** have suffered some monetary loss.
- 13.11.2 If **we** choose to ignore any such failure to obey the terms and conditions in relation to one incident then this will not prevent **us** from relying upon them in the future and retaining the right to reject or reduce claims connected with such future failure to comply.

## 14 General definitions

The following words will have the same meaning attached each time they appear in this **policy** in **bold** type face, whether with a capital first letter or not.

Where the context so admits or requires, words importing the singular will include the plural and vice versa and words importing the masculine will import the feminine and the neuter. References to 'a person' will be construed so as to include any individual, company, partnership, or any other legal entity. References to a statute will be construed to include all its amendments or replacements. All headings within the **policy** are included for convenience only and will not form part of this **policy**.

### 14.1 Accident(al)

Accident(al) will mean a single and unexpected event, which occurs at an identifiable time and place.

### 14.2 Benefits

Benefits means the sums stated in the Schedule of compensation specified in the **schedule** being the maximum amount payable by **us**.

### 14.3 Biological

Biological means any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesised toxins) which cause illness and/or death in humans, animals or plants.

### 14.4 Bodily injury

Bodily injury means death, disease, illness, physical and mental injury of or to an individual but excluding injury to feelings in respect of such injury to any employee.

### 14.5 Chemical

Chemical means any compound which, when suitably disseminated, produces incapacitating, damaging or lethal effects on people, animals, plants or material property.

### 14.6 Damage

Damage means loss of, destruction of or damage to tangible property, and loss of use of tangible property that has been lost, destroyed or damaged.

### 14.7 Defence Costs

Defence costs means:

- 14.7.1 costs and expenses (other than claimant costs recoverable from **you**) incurred in the investigation, adjustment, appraisal, defence or settlement of a claim under **Section D**, including expert, legal, appeal and defence costs;
- 14.7.2 pre-judgment interest awarded against **you** on that part of any judgment covered under this **Section D** but where **we** offer to pay the **limit of indemnity** in settlement of a claim or suit, **we** will not pay any pre-judgment interest imposed or earned after the date of such offer;
- 14.7.3 All interest earned on that part of any judgment within the **limit of indemnity** after entry of the judgment and before **we** have paid, offered to pay, or deposited in court that part of any judgment that is within the applicable **limit of indemnity**;
- 14.7.4 the cost of attendance in court as a witness at **our** request, payable at the following rates per day on which attendance is required: two hundred and fifty pounds (GBP250)
- 14.7.5 costs and expenses of legal representation at any coroner's inquest or inquiry in respect of any death which may be the subject of indemnity under this **Section D**.

#### **14.8 Excess**

Excess means the first amount payable by **you** in respect of each and every claim including any **defence costs** under **Section D** and any other expenses under the remaining **sections**.

#### **14.9 Healthcare practitioner**

Healthcare practitioner means a qualified licensed member of the medical profession as approved by the governing medical association of the country in which the healthcare practitioner resides who is not the **student** or a member of the **student's** family.

#### **14.10 Hijack**

Hijack means the unlawful seizure of, or wrongful taking control of, an aircraft, ship or train in which **you** are travelling.

#### **14.11 Hostage**

Hostage means **your** detention by a third party who threatens to kill, injure or continue to detain **you** in order to compel a state, international organisation or person (whether a legal person or a natural person) to do or abstain from doing any act.

#### **14.12 Injury**

Injury means a specific injury which:

- 14.12.1 is sustained by **you** during the **period of insurance**, and is caused by an **accident**; and
- 14.12.2 solely and independently of any other cause, causes **your** death, disablement, dental injury and/or permanent facial scarring.

#### **14.13 Kidnap**

Kidnap means the seizing, detaining or carrying away of the **student** by a third party by force or fraud without the consent of an **student** and without lawful excuse.

#### **14.14 Kidnap for ransom**

Kidnap for ransom means any event or connected series of events of **kidnap** for the purpose of demanding cash, monetary instruments, bullion, or the fair market value of any securities, property or services.

#### **14.15 Legal expenses**

Legal expenses means:

- 14.15.1 any legal fees, expenses and other amounts reasonably incurred by **you** in connection with any claim or legal proceedings, including costs and expenses of expert witnesses;
- 14.15.2 any costs payable by the **student** following an award of costs by any court or tribunal and any costs payable following an out-of-court settlement made in connection with any claim or legal proceedings; and
- 14.15.3 any legal fees, expenses and other amounts reasonably incurred by an **student** in appealing or resisting an appeal against the judgment of a court tribunal or arbitrator.

#### **14.16 Limit of indemnity**

Limit of indemnity means the maximum amount of **our** liability to the **student** arising out of one occurrence and in total during the **period of insurance** including, under **Section D**, **defence costs** regardless of the number of claims or suits brought or organisations bringing claims or suits.

#### **14.17 Loss of limb**

Loss of limb means:

- 14.17.1 in the case of a lower limb loss by physical severance at or above the ankle or permanent and total loss of and/or total and irrecoverable loss of use of an entire leg or foot;

14.17.2 in the case of an upper limb loss by physical severance of the entire four fingers through or above the meta carpo phalangeal joints or permanent and total loss of and/or total and irrecoverable loss of use of an entire arm or hand.

#### **14.18 Medical expenses**

Medical expenses means medical costs reasonably and necessarily incurred by the **student** outside the **United Kingdom** or the **student's permanent place of residence** whilst the **student** is undertaking a **trip**.

#### **14.19 Money**

Money means coins, bank or currency notes, banker's drafts, bills of exchange, letters of credit, credit, debit or charge cards, phone cards, postal or money orders, travellers cheques, petrol or other coupons with a monetary value.

#### **14.20 North America**

North America means the United States of America or its territories or possessions or Canada.

#### **14.21 Nuclear chemical biological terrorism**

Nuclear chemical biological terrorism means the use of nuclear, **chemical or biological** (NCB) agents or devices, regardless of any other cause or event contributing concurrently or in any other sequence to the loss, by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

#### **14.22 Nuclear hazards**

Nuclear hazards means:

- 14.22.1 ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; and
- 14.22.2 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

#### **14.23 Operative time**

Operative time means the period, whilst **you** are undertaking a **trip** outside of the **United Kingdom** and/or **permanent place of residence** which commences during the **period of insurance** and is planned to last no longer than fifteen (15) months. Cover will commence from time of leaving home and continue until arrival back at home in the **United Kingdom**.

#### **14.24 Paraplegia**

Paraplegia means the permanent and total paralysis of the two lower limbs, bladder and rectum.

#### **14.25 Period of insurance**

Period of insurance means the period shown as such on the **schedule**, with times taken as Greenwich Mean Time unless otherwise stated.

#### **14.26 Permanent place of residence**

Permanent place of residence means a country in which **you** are resident or shall be resident for a period of sixteen months (16) months or longer.

#### **14.27 Permanent disablement**

Permanent disablement means permanent and irrecoverable disablement as listed on the Schedule of compensation in the **schedule**.

#### **14.28 Personal property**

Personal property means property owned by **you**.

## **14.29 Policy**

Policy means this document, the **schedule** (including any **schedules** issued in substitution) and any endorsements attaching to this document or the **schedule** that will be considered part of the legal contract and any word or expression in bold type face on any of these documents will bear the specific meaning stated in these definitions.

## **14.30 Pollution**

Pollution means:

- 14.30.1 the actual, alleged or threatened discharge, seepage, migration, dispersal, release or escape of **pollutants** at any time;
- 14.30.2 any cost, expense, claim or **suit** arising out of any request, demand or order as a result of actual, alleged or threatened discharge, seepage, migration, dispersal, release or escape of **pollutants** at any time that **you** test for, monitor, clean up, remove, contain, treat, detoxify, or neutralise or in any way respond to, or assess the effects of **pollutants**.

## **14.31 Premature birth**

Premature birth means the birth of a child before thirty seven (37) weeks of gestation, counting from the first day of the last menstrual period.

## **14.32 Product**

Product means any property (including packaging, containers, labels and instructions for use) after it has left **your** custody or control which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by or on **your** behalf.

## **14.33 Quadriplegia**

Quadriplegia means the permanent and total paralysis of the two upper limbs and two lower limbs.

## **14.34 Recovery**

Recovery will mean **you** having made a recovery when he is able to **participate** in his regular occupation, and perform the major duties thereof, even if he chooses not to.

## **14.35 Repatriation expenses**

Repatriation expenses means reasonable travelling expenses incurred for **your** repatriation to the **United Kingdom**, or in the case of death, reasonable funeral expenses and expenses incurred in transporting **your** body or ashes and in making the necessary arrangements. **Your** repatriation shall be deemed necessary if a **healthcare practitioner**:

- a) shall estimate that **you** are likely to be totally disabled in excess of four (4) weeks, and/or;
- b) shall certify that **you** should be repatriated because local facilities are inadequate for the treatment of his condition or his **recovery** will be substantially expedited thereby.

## **14.36 Schedule**

Schedule means the document titled schedule that includes **your** name and address, the premium and other variables to this standard **policy** (including endorsement clauses) and is incorporated in this **policy** and accepted by **you**. Schedules may be re-issued from time to time where each successor overrides the earlier document.

## **14.37 Section**

Section means all or any individually lettered sections of this **policy** that forms part of the insurance contract but only if and to the extent stated as 'insured' in the **schedule**.

## **14.38 Sickness**

Sickness means any known physical illness, disease, disorder or ailment which first manifests itself during the **period of insurance** and is diagnosed by a **health care practitioner**.

#### **14.39 Total loss of sight**

Total loss of sight means an **injury** causing either:

- a) permanent and total loss of sight in both eyes where **your** name has been added to the Register of Blind Persons on the authority of a qualified ophthalmic specialist; or
- b) permanent and total loss of sight in one eye, if the degree of sight remaining after correction is 3/60 or less of the Snellen Scale (seeing at three (3) feet what **you** should see at sixty (60) feet), which lasts twelve (12) calendar months from the date of **accident** or loss of sight (if later) and at the expiry of that period being beyond hope of improvement.

#### **14.40 Total loss of speech**

Total loss of speech means an **injury** causing permanent and total loss of speech which lasts twelve (12) calendar months from the date of **accident** or loss of speech (if later) and at the expiry of that period being beyond hope of improvement.

#### **14.41 Total loss of hearing**

Total loss of hearing means an **injury** causing permanent and total loss of hearing which last twelve (12) calendar months from the date of **accident** or loss of hearing and at the expiry of that period being beyond hope of improvement.

#### **14.42 Trip**

Trip means any trip outside of the **United Kingdom** and/or **permanent place of residence** undertaken by **you** which commences during the **period of insurance** and is planned to last no longer than fifteen (15) months. Cover will start from time of leaving home and continue until arrival back at home.

#### **14.43 Tuition fees**

Tuition fees means any fee charged to **you** by the higher educational institution except accommodation fees.

#### **14.44 United Kingdom**

United Kingdom means Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

#### **14.45 War**

War means war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, revolution, rebellion, insurrection, uprising, military or usurped power, nationalisation, requisition, sequestration or confiscation by order of any public authority or government de jure or de facto or martial law but not including **nuclear chemical biological terrorism**.

#### **14.46 We, our, us, insurer**

We, our, us, insurer means the party specified as insurer in the **schedule** and any other subscribing insurers.

#### **14.47 You, your, student**

You, your, student means the person aged nineteen (19) years and above, up the maximum age of thirty five (35) years, and enrolled in a higher education institution within the United Kingdom, at inception of the **period of insurance** specified in the **schedule** as being a student. Cover applies until the end of the **period of insurance** in which the student attains the age of thirty six (36) years.

## **15      Complaints**

### **15.1    What the student should do?**

**We** strive to provide an excellent service to all its customers but occasionally things can go wrong. **We** take all complaints seriously and endeavours to resolve all customers' problems promptly. If **you** have a question or complaint about this insurance or the conduct of its intermediary they should contact that intermediary in the first instance.

If **you** wish to contact **us** directly **you** should write to the complaints address shown in the **schedule**. Please quote the **policy** number or claim number as appropriate in any correspondence.

If, after making a complaint, **you** feel that the matter has not been resolved to its satisfaction then **you** may contact: The Financial Ombudsman Service, South Quay Plaza 2, 183 Marsh Wall, Docklands, London E14 9SR.

Making a complaint to the Financial Ombudsman Service (FOS) does not affect **your** rights under this **policy**.

A summary of **our** complaint handling procedure is available on request and will also be provided to the **student** when acknowledging a complaint.

### **15.2    Financial Services Compensation Scheme**

The Company Market and Lloyd's underwriters are covered by the Financial Services Compensation Scheme. The **student** may be entitled to compensation from the Scheme if **we** are unable to meet its obligations under this contract.

Entitlement to compensation under the Scheme depends on the type of business and circumstances of the claim. Further information about compensation scheme arrangements is available from the Financial Services Compensation Scheme 7th floor, Lloyds Chambers, Portsoken Street, London E1 8BN or from their website ([www.fsics.org.uk](http://www.fsics.org.uk)).

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