

Group Tour Insurance Policy Wording

As arranged for the clients of Anglia Tours Limited



QBE

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Schedule of Compensation

Section A – Personal Accident

Death	GBP	20,000
Permanent disablement:	100% amount	GBP 50,000
quadriplegia or paraplegia		100%
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%
Personal accident event limit	GBP	10,000,000
Aircraft event limit	GBP	5,000,000

Schedule of Compensation (continued)

not exceeding the **limit of indemnity** per **insured person**

Section B – Medical and repatriation expenses

medical and repatriation expenses	GBP	2,000,000
supplementary travel and accommodation expenses	GBP	2,000
search and rescue expenses (Per tour group)	GBP	75,000
Excess	GBP	50

Section C – Legal expenses

legal expenses	GBP	50,000
Excess	GBP	150

Section D – Personal liability

personal liability	GBP	2,000,000
Excess	GBP	150

Section E – Personal property

personal property	GBP	1,500
single article limit	GBP	250
delayed luggage	GBP	250
Excess	GBP	50

Section F – Money loss

money	GBP	500
cash limit under 18 years	GBP	150
cash limit over 18 years	GBP	250
group held limit by organiser	GBP	500
Excess	GBP	50

Section G – Cancellation, curtailment

cancellation, curtailment	GBP	2,000
(per tour group)	GBP	50,000
trip alteration	GBP	2,000
travel delay/ missed departure	GBP	200
disruptive pupil	GBP	750
abandonment	GBP	2,000

Excess: The first 20% of the tour cost is not covered up to a maximum of GBP100.

Section H – Hijack, kidnap, kidnap for ransom consultant costs, or hostage

hijack, kidnap, hostage	GBP	15,000
kidnap for ransom consultant costs	GBP	50,000
Excess	GBP	Nil

Section I – Political and natural disaster evacuation expenses
evacuation expenses (Per tour group)

	GBP	50,000
Excess	GBP	Nil

Section J – Organisers' liability
organisers' liability

	GBP	2,000,000
Excess	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 Global Travel Assistance**. All advice and assistance from **QBE Global Travel Assistance** is accessed via the following contact numbers:



Telephone: +44 (0) 203 0273 999

Web address: www.QBEurope.com/assistance

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

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

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 - 021270/2011
- telephone, facsimile or telex number where **you** can be reached;
- **your** address abroad; and
- nature of the emergency.
- State Travelling with Anglia Tours Limited
- Quote Anglia Tours Reference

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

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

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

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 master **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 available to any person up to the maximum age of seventy (70) years, at the time of undertaking a **trip** provided by the **group policyholder** unless they have specifically opted out of the insurance. Cover applies until all insured persons on the trip have return to their **permanent place of residence**.

1.3 Your policy

1.3.1. The individual **sections** set out the scope of main coverage and the circumstances in which **our** liability to **you** is limited, or may be excluded. Further, each **section** sets out other terms and conditions.

1.3.2. The general exclusions set out limitations and exclusions that apply to all **sections**.

1.3.3. The following general terms apply to all **sections**, clauses and endorsements:

- a) claims handling terms and conditions;
- b) general terms and conditions;
- c) general definitions;
- d) complaints.

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

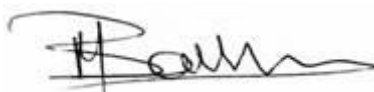
1.5.1 All information supplied by **you** or on **your** behalf in connection with the application for this insurance, including any online application form, must be complete and true to the best of **your** knowledge and belief.

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 advice.

1.6 Signature

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.



2 Section A – Personal accident

2.1 Personal accident cover

2.1.1 **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**

2.3.3 Event limit

We will not pay any amount in excess of:

- a) ten million pounds (GBP10,000,000) any one event; or
- b) five million pounds (GBP5,000,000) any one event in respect of aircraft as stated in the schedule of compensation.

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

- 3.1.1 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 your **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**; 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 authority up to a maximum amount of seventy five thousand pounds (GBP75,000) per tour group.
- 3.3.3 **Supplementary travel and accommodation expenses**
If **you** suffer **injury** or **sickness** whilst on a **trip**, and as a direct result require hospital treatment as an in-patient, **we** will pay the costs of accommodation, related expenses and travel for up to two close relatives to travel and remain with **you** while hospitalised, subject to a maximum amount of two thousand pounds (GBP2,000)

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 in which case no **excess** will apply;
- 3.4.2a) the **medical expenses** and **repatriation expenses** from the time **you** have made a full **recovery**, or been repatriated or return to **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**.
- 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**
- 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 your 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

5.1.1 **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**, away from 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 be 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 **insured person**, 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;

5.4 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; except where acting as organiser and business activity is as a teacher or lecturer.

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 **Organisers' liability**

Organisers' liability provided by **insured section J**;

5.4.14 **Pollution**

liability arising out of or from or brought about by or contributed to by **pollution**;

5.4.15 **Products**

liability arising out of or from or in connection with **your products**;

5.4.16 **Racing**

Any racing activity;

5.4.17 **Unlawful acts**

any wilful, malicious or unlawful act;

5.4.18 **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 twenty five pounds (GBP25) 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 and a further twenty five pounds for every period of four (4) hour delay thereafter, up to the limit shown in the schedule of Insurance. 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 the **group policyholder** up to two hundred and fifty pounds (GBP250) 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 Portable Electronics

Portable electronic music, games, DVD players and tablet computers and any attaching peripherals, such as games, DVD's and/ or contract for the provision of internet services;

6.4.7 Money and bonds

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

6.4.8 Transhipped property

to any personal property which has been transhipped;

6.4.9 Unattended property

to any personal property that has been left unattended in a car;

6.4.10 **Nuclear chemical biological terrorism**

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

6.4.11 **Single item limit**

to any item valued at more than two hundred and fifty pounds (GBP250).

7 Section F – Money

7.1 Money cover

7.1.1 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 two hundred and fifty pounds (GBP250) or one hundred and fifty pounds (GBP150) if aged under eighteen (18) years old.

7.2.5 Group Cash Limit

for loss of held group cash for under eighteen (18) year olds (or in secondary education) valuing in excess of five hundred pounds (GBP500)

7.2.6 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;

7.2.7 Unattended Money

for **money** that is 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

8 Section G – Cancellation or travel delay

8.1 Cancellation, curtailment and 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** for all deposits and advance payments made in respect of transport and accommodation and other pre-booked tour costs that are non-refundable in accordance with the terms and conditions of booking.

8.2 Additional cancellation, curtailment and travel delay costs and expenses

8.2.1 Abandonment

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

- a) strike, labour dispute, industrial action;
- b) mechanical breakdown;
- c) disruption of road or rail services by avalanche, snow or flood;
- d) riots or political demonstrations;
- e) recommendations by police or government authority;

where such a delay is in excess of twelve (12) hours, **we** will pay **you** for abandonment up to the **limit of indemnity** stated in the **schedule**. Any amount paid by **us** in respect of delay will be deducted from the total amount payable as stated in the **schedule** if the **insured person** decides to abandon the **trip**.

8.2.2 Travel delay/missed departure or connection

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

- f) strike, labour dispute, industrial action;
- g) mechanical breakdown;
- h) disruption of road or rail services by avalanche, snow or flood;
- i) riots or political demonstrations;
- j) recommendations by police or government authority;

where such delay is in excess of four (4) hours, **we** will pay the **group policyholder** up to twenty pounds (GBP20) per person and an additional twenty pounds (GBP20) per four (4) hours delay thereafter up to a maximum of two hundred (GBP200) to cover reasonable expenses on behalf of the **insured person** but **we** will not pay 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.

8.2.3 Trip alteration

When pre-booked travel arrangements in connection with a **trip** have to be altered following departure, **we** will reimburse the **group policyholder** 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 **your permanent place of residence** up to the **limit of indemnity** stated in the **schedule**.

8.2.4 Disruptive Pupil

We will pay **you** up to the **limit of indemnity** stated in the **schedule** if **you** have to accompany a **disruptive pupil** back to the United Kingdom.

8.3 Cancellation, curtailment 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 Disinclination to start or continue

you deciding not to travel except where the **trip** is cancelled in accordance with 8.2.1;

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 Financial position

your financial circumstances;

8.3.4 Government regulations

regulations made by any regulatory, public authority or government;

8.3.5 Ill health

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

8.3.6 Insured person's agent's default

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

8.3.7 Loss of job

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

8.3.8 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.

8.3.9 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.

8.3.10 Excess

Under this **Section G** we will not pay for the first twenty (20%) per cent of **your** tour costs up to one hundred pounds (GBP100) of any claim.

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 appoint a consultant and pay for the 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**

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**.

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** repatriation 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**.
- 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 Section J – Organisers' liability

This **insured section** only applies to an **insured person** acting in their capacity as an **organiser** on a **trip** provided by the **group policyholder**.

11.1 Organisers' liability cover

- 11.1.1 **We** agree to pay all sums that the **organiser** becomes legally liable to pay as damages or compensation, including claimant costs recoverable from the **organiser**, arising from accidentally causing **bodily injury** to an **insured person** or a third party

provided that:

- a) **bodily injury** happens during the **period of insurance** whilst on a **trip**.
- b) **we** will not pay any sum in excess of the **limit of indemnity** set out in the schedule of compensation;
- c) If at the time of any claim under **insured section** there is any other valid and collectible insurance available to the **organiser** or any **insured person** other than insurance that is specifically stated to be in excess of this **policy** then the insurance afforded by this **policy** will be in excess of and will not contribute with such other insurance.

- 11.1.2 Further **we** will pay **defence costs** in defending the **organisers'** claim as specified above provided that:

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

11.2 Additional organisers' liability costs and expenses

Not applicable to this **insured section**.

11.3 Additional organisers' terms and conditions

11.3.1 Organisers' duties

- a) It is a condition to **our** liability that:
 - i) an adequate risk assessment be undertaken at the start of each trip and subsequently reviewed after any significant change;
 - ii) adequate liability insurance is held by any **organiser** for each trip undertaken.Where an adequate risk assessment or adequate liability insurance prescribed in 11.3.1 a i) and ii) above are not in force **our** maximum **limit of indemnity** as stated in the schedule of compensation shall be reduced to GBP500,000 any one claim and in the aggregate.
- b) In the event that liability insurance held by the **organiser** fails to respond to any claim this **policy** shall indemnify the **insured person** or third party up to the **limit of indemnity** stated in the schedule of compensation.

11.4 Organisers' liability limitations and exclusions

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

11.4.1 Business activity

the carrying on of any trade, business or profession; other than that of organising and leading the **trip**.

11.4.2 Electronic data

- d) loss, alteration or impairment of, or damage to, information and/or data in electronic form;
- e) malicious acts of any person carried out by electronic means;
- f) 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;
- 11.4.3 **Excess**
the amount of the **excess** as applicable and stated in the **schedule**;
- 11.4.4 **Express contractual term**
an express term of any contract, unless liability would have attached to the **organiser** in the absence of such a contract;
- 11.4.5 **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;
- 11.4.6 **Insanity/drugs/alcohol**
bodily injury or **damage** caused as a direct consequence of the **organiser** being insane, under the influence of or affected by drugs (other than drugs taken under the direction of a **healthcare practitioner**), alcohol, or solvents;
- 11.4.7 **Insured's employees**
bodily injury to any person who is under a contract of employment, service or apprenticeship with the **organiser**;
- 11.4.8 **Mechanically propelled objects**
mechanically propelled vehicle, aircraft or watercraft;
- 11.4.9 **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;
- 11.4.10 **Nuclear chemical biological terrorism**
liability arising out of or from or in connection with **nuclear chemical biological terrorism**;
- 11.4.11 **Ownership, possession or occupation**
ownership, possession or occupation of land, or buildings, immobile property or caravans other than occupying a temporary residence;
- 11.4.12 **Pollution**
liability arising out of or from or brought about by or contributed to by **pollution**;
- 11.4.13 **Products**
liability arising out of or from or in connection with the **organisers' products**;
- 11.4.14 **Racing**
Any racing activity;
- 11.4.15 **Unlawful acts**
any wilful, malicious or unlawful act;
- 11.4.16 **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.

12 General exclusions

- 12.1.1 **We** will not pay any claims if **you** are over seventy (70) years at the commencement of the trip;
- 12.1.2 **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 operations;
 - ii) motor sports, scuba diving to a depth greater than thirty (30) metres, mountaineering, caving or potholing, paragliding, parachuting or sky diving.
 - iii) **winter sports**
 - 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 **insured person** or the **insured person** being in a state of insanity;
 - f) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, civil commotion assuming the proportions of or amounting to a popular uprising, military rising, insurrection, rebellion, revolution, military or usurped power, or any act of any person or persons acting on behalf of or in connection with any organisation the objects of which are to include the overthrowing or influencing of any de jure or de facto government by any violent means;
 - g) intentional self-inflicted injury or suicide (whether felonious or not) or any attempt thereof regardless of sanity;
 - h) intoxication by alcohol, narcotics or drugs not prescribed by a legally qualified and registered medical practitioner, and treatment in connection with addiction to drugs or alcohol;
 - i) emotional, nervous or mental disease or disorder, psychiatric illness, sexually transmitted diseases, HIV Infection and AIDS related infections, congenital anomalies or deformities;
 - j) any omission, default or insolvency of the airline or provider of transport or accommodation or of the agent through whom the **trip** arrangements were made;
 - k) pandemics as defined by the World Health Organisation;
 - l) the **insured person** engaging in any form of manual employment;
 - m) any events more specifically insured or any claim which but for the existence of this **policy** would be recoverable under any other private or Government insurance **policy**, fund or scheme;
 - n) any illegal or unlawful act or attempt to commit an illegal or unlawful act by the **insured person** or confiscation, detention, destruction by customs or other authorities;
 - o) any breach of government regulation or any failure by the Insured Person to take responsible precaution to avoid a claim under the **policy** following the warning of any intended strike, riot and civil commotion through or by general mass media;
 - p) loss or damage other than the loss or damage expressly and specifically insured under this **policy**.

13 Duties in the event of a claim or potential claim

13.1 Claim notification – insured section A

- 13.1.1 The **insured** will give notice in writing to the **insurer** as soon as reasonably practicable and at least within:
- a) ninety (90) days from the date of **accident** or manifestation of **sickness** of the **insured person** that causes or may cause **temporary total disablement** or **temporary partial disablement** insured by this **policy**;
 - b) ninety (90) days from the date of **accident** of the **insured person** that causes or may cause death or **permanent disablement** insured by this **policy**.
- 13.1.2 In the event of **permanent disablement** claims must be presented to the **insurer** for settlement within twelve (12) months of the date of the original **accident** giving rise to such claim under this **policy**, unless otherwise agreed by the **insurer**.
- 13.1.3 In the event of the **insured person's** death or other incapacity that prevents the **insured person** from submitting notice, the **insured person's** executors or administrators will give notice in writing, within ninety (90) days or as soon as reasonably practicable from the date of **injury** or manifestation of **sickness** of the **insured person** to the **insurer** and otherwise act in place of the **insured person**.
- 13.1.4 If an **accident** involves the death of the **insured person** claims must be presented to the **insurer** within twelve (12) months of the date of the original **accident** giving rise to such claim under this insurance, unless otherwise agreed by **insurer**.
- 13.1.5 Notice to the **insurer** must be given to the claims notification addresses specified in the **schedule**.

13.2 Claim notification – insured section B

- 13.2.1 The **insured** will give notice in writing to the **insurer** within seventy two (72) hours or as soon as reasonably practicable from, the **insured's** actual knowledge of any insured event or circumstance likely to give rise to an insured event under insured section B.
- 13.2.2 Notice to the **insurer** must be given to the claims notification addresses specified in the **schedule**.

13.3 Claim notification – insured section D & J

- 13.3.1 The **insured** will give notice in writing to the **insurer** :
- a) immediately on or not later than forty eight (48) hours from, receipt of notice of any impending inquest, fatal accident inquiry, prosecution or other legal proceedings including notice of an Industrial Tribunal hearing that includes alleged **bodily injury**;
 - b) immediately on, or not later than seventy two (72) hours from, the **insured's** actual knowledge of any death or **bodily injury** to any person involving a stay in hospital in excess of two (2) days;
 - c) within fourteen (14) days after the occurrence of any other **accident**, event or coming into possession of actual knowledge of disease, with full particulars thereof;
- which may be the subject of indemnity under this **policy**.
- 13.3.2 Notice to the **insurer** must be given to the claims notification addresses specified in the **schedule**.

13.4 Claim notification – insured sections C,E,F and G

- 13.4.1 The **insured** will give notice in writing, to the **insurer** within thirty (30) days or as soon as reasonably practicable of any event giving rise to any claim.
- 13.4.2 In respect of **damage** caused by theft or malicious persons the **insured** will give notice to the police authority immediately or as soon as reasonably practicable, and take all practical steps to discover any guilty person or persons and recover the property lost.
- 13.4.3 Notice to the **insurer** must be given to the claims notification addresses specified in the **schedule**.

13.5 Claim notification – insured sections H and I

- 13.5.1 The **insured** will give notice in writing to the **insurer** immediately on or not later than forty eight (48) hours from, receipt of notice of any insured event or circumstance likely to give rise to an insured event under **insured section H or I**;
- 13.5.2 Notice to the **insurer** must be given to the claims notification addresses specified in the **schedule** and to the email address security.services@uk.qbe.com.
- 13.5.3 Notice to the security services provider must be given to the notification addresses specified in the **schedule** or the contact telephone number specified in the **schedule**.

13.6 Your claim duties

- 13.6.1 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**.
- 13.6.2 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;
- 13.6.3 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**.

13.7 Insurer's rights

- 13.7.1 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.
- 13.7.2 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**.
- 13.7.3 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.
- 13.7.4 **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.
- 13.7.5 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 **insured person**; and in the event of **accidental** death of the **insured person** to conduct an autopsy if legally permitted.

13.8 Subrogation

- 13.8.1 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.

13.8.2 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.

14 General terms and conditions

14.1 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.

14.2 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.

14.3 Cancellation

Right to Cancel

Your right to cancel the policy

There are no cancellation rights for **the insured person** under this policy.

Group policyholder right to cancel

The **group policyholder** can cancel at anytime, by contacting **us** in writing or by contacting their insurance intermediary in writing

Our right to cancel

We may cancel this policy by giving thirty (30) days notice by recorded delivery to the **group policyholder's** last known address

14.4 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 **insured person** 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.

14.5 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.

14.6 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.

14.7 Disclosure under the Data Protection Act 1998

- 14.7.1 **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.

- 14.7.2 **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.).

- 14.7.3 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.

- 14.7.4 **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.

14.8 Dispute resolution

- 14.8.1 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.
- 14.8.2 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.
- 14.8.3 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.

14.9 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**.

14.10 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.

14.11 Observance

- 14.11.1 **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.
- 14.11.2 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.

15 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**.

15.1 Accident(al)

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

15.2 Benefits

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

15.3 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.

15.4 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.

15.5 Chemical

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

15.6 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.

15.7 Defence Costs

Defence costs means:

- 15.7.1 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 & J**, including expert, legal, appeal and defence costs;
- 15.7.2 pre-judgment interest awarded against **you** on that part of any judgment covered under this **Section D & J** 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;
- 15.7.3 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**;
- 15.7.4 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)
- 15.7.5 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 & J**.

15.8 Disruptive pupil

Disruptive pupil means, any pupil aged under eighteen (18) years, where without the removal of the disruptive pupil, the trip would have to be abandoned.

15.9 Excess

Excess means the first amount payable by each **insured person** in respect of each and every claim as stated in the schedule of compensation.

15.10 Group policyholder

Group policyholder means Anglia Tours Limited as stated in the **schedule**.

15.11 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 **insured person** or a member of the **insured person's** family.

15.12 Hijack

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

15.13 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.

15.14 Injury

Injury means a specific injury which:

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

15.15 Kidnap

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

15.16 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.

15.17 Legal expenses

Legal expenses means:

- 15.17.1 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;
- 15.17.2 any costs payable by the **insured person** 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
- 15.17.3 any legal fees, expenses and other amounts reasonably incurred by an **insured person** in appealing or resisting an appeal against the judgment of a court tribunal or arbitrator.

15.18 Limit of indemnity

Limit of indemnity means the maximum amount of **our** liability to the **insured person** 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.

15.19 Loss of limb

Loss of limb means:

- 15.19.1 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;
- 15.19.2 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.

15.20 Medical expenses

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

15.21 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.

15.22 North America

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

15.23 Nuclear chemical biological terrorism

Nuclear chemical biological terrorism means the use of nuclear, **chemical** or **biological** (NCB) agents or devices, regard less 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.

15.24 Nuclear hazards

Nuclear hazards means:

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

15.25 Operative time

Operative time means the period, whilst **you** are undertaking a **trip** away from **your permanent place of residence** which commences during the **period of insurance** and is planned to last no longer than thirty (30) days. Cover will commence from time of leaving home and continue until arrival back at home in the **United Kingdom**.

15.26 Organiser

Organiser means the person (including party leader(s)) who is acting on the **insured person(s)** behalf as the principal person of a whole group booking.

15.27 Paraplegia

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

15.28 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.

15.29 Permanent place of residence

Permanent place of residence means your temporary or permanent accommodation in the **United Kingdom**.

15.30 Permanent disablement

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

15.31 Personal property

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

15.32 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.

15.33 Pollution

Pollution means:

- 15.33.1 the actual, alleged or threatened discharge, seepage, migration, dispersal, release or escape of **pollutants** at any time;
- 15.33.2 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**.

15.34 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.

15.35 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.

15.36 Quadriplegia

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

15.37 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.

15.38 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.

15.39 Schedule

Schedule means the document titled schedule that includes the name and address of the **Group Policyholder**, 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.

15.40 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**.

15.41 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**.

15.42 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.

15.43 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.

15.44 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.

15.45 Trip

Trip means any trip provided by the **group policy holder** away from **your permanent place of residence** undertaken by **you** which commences during the **period of insurance**. Cover will start from time of leaving **your permanent place of residence** and returning back to **your permanent place of residence**.

15.46 United Kingdom

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

15.47 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**.

15.48 We, our, us, insurer

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

15.49 Winter Sports

Winter Sports means on-piste snowboarding, skiing, snow-cat skiing, mono-skiing, ski-bobbing, ice-skating, curling, bobsleighing, luge, tobogganing, snow-mobiling, cross-country skiing on locally-recognised tracks and off-piste skiing and snowboarding with a qualified instructor.

15.50 You, your, insured person

You, your, insured person means the person aged up to the maximum age of seventy (70) years, at the time of undertaking a trip provided by the **group policyholder** unless they have specifically opted out of the insurance. Cover applies until all insured persons on the **trip** have return to their **permanent place of residence**.

16 Complaints

16.1 What the insured person 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 **you** should contact the **group policyholder** 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 **insured person** when acknowledging a complaint.

16.2 Financial Services Compensation Scheme

The Company Market and Lloyd's underwriters are covered by the Financial Services Compensation Scheme. The **insured person** 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, Portoken Street, London E1 8BN or from their website (www.fscs.org.uk).

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