# St Joseph Foundation UK

# Group Policy Travel Insurance

## International Student Studying in the UK

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# Introduction

This **Group Policy** travel insurance has been arranged by Howden on behalf of the **Group Policyholder** for the benefit of the **Group Policyholder** and the **Beneficiaries**. It contains details of the cover, conditions and exclusions applicable and is the basis on which all claims will be settled. In return for having accepted the premium, **We** will provide cover to the **Group Policyholder** and **Beneficiaries** in accordance with the operative sections of this **Group Policy** as referred to in the **Statement of Insurance**.

The **Statement of Insurance** issued together with this **Group Policy** wording and any endorsements, shows which benefits the **Group Policyholder** has chosen, who is covered under this **Group Policy** and when and where cover applies. The **Group Policyholder** and the **Beneficiaries** should take the time to read this **Group Policy** carefully to ensure that it meets their needs.

This **Group Policy** wording, **Statement of Insurance** and any endorsements all form part of the **Group Policy**. This is a contract between the **Group Policyholder** and **Us**. The **Group Policy** and all communications before and during the **Policy Term** will be provided in English.

**International students**

This **Group Policy** is only available to the **Beneficiary** if they are an international student (or **Immediate Family** travelling with an international student) studying for a degree or other recognised qualification at a College or University in the **United Kingdom** or studying a language course at an accredited Language School in the **United Kingdom**. The **Beneficiary** must be registered under the health care system in their **Home Country.** All **Beneficiaries** who are covered under this **Group Policy** for 6 months or more must be registered with a **Medical Practitioner** in the **United Kingdom**.

**Age eligibility**

Cover under this **Group Policy** is not available to any **Beneficiary** aged 66 or over at the time of departure. Some benefits and **Excess** may be subject to age limitations as stated in the **Statement of Insurance**.

**The Law applicable to this Group Policy**

**We** and the **Group Policyholder** are free to choose the laws applicable to this **Group Policy**. **We** propose to apply the laws of England and Wales and by purchasing this **Group Policy** the **Group Policyholder** has agreed to this.

**Group Policy Excess**

Under most sections of this **Group Policy**, claims will be subject to an **Excess**. This means that each **Beneficiary** will be responsible for paying the first part of each and every claim under each section for which an **Excess** applies.

**Group Policy information or advice**

The **Group Policyholder** must give a copy of this **Group Policy** wording, **Statement of Insurance** and any endorsements to each **Beneficiary** at the time they are accepted for cover under this **Group Policy**. If the **Group Policyholder** would like more information or feel that this insurance may not meet their needs, please contact your Howden representative. If you are a traveller covered under this **Group Policy** (a **Beneficiary**), and would like more information or feel that this insurance may not meet your needs, contact the **Group Policyholder** at the address shown in the **Statement of Insurance**.

**The Insurer**

This **Group Policy** is underwritten by Zurich Insurance Company Ltd. A public limited company incorporated in Switzerland. Registered in the Canton of Zurich, No. CHE-105.833.114, registered offices at Mythenquai 2, 8002 Zurich. UK Branch registered in England and Wales no BR000105. UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ. Zurich Insurance Company Ltd is authorised and regulated in Switzerland by the Swiss Financial Market Supervisory Authority FINMA. Authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request. Our firm reference number is 959113.

**Data Protection**

Howden is committed to being transparent about how we handle your data and protect your privacy. Full details can be found within our privacy policy at www.howdenbroking.com/uk-en/privacy-data-protection-policy.

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# Definitions

Any word or expression to which a specific meaning has been attached will bear the same meaning throughout this **Group Policy**. For ease of reading the definitions are highlighted by the use of bold print and will start with a capital letter.

**Baggage** – means luggage, clothing, personal effects, **Valuables** and other articles which belong to the **Beneficiary** (or for which the **Beneficiary** is legally responsible) which are worn, used or carried by the **Beneficiary** during any **Trip** but excluding **Personal Money** and documents of any kind.

**Beneficiary/Beneficiaries** – means each person travelling on a **Trip** arranged by the **Group Policyholder** who is eligible to be covered under this **Group Policy** and for which details have been provided to **Us** by the **Group Policyholder**. A **Beneficiary** is not party to this contract which is solely between the **Group Policyholder** and **Us**.

**Bodily Injury** – means an identifiable physical injury sustained by the **Beneficiary** caused by sudden, unexpected, external and visible means. Injury as a result of the **Beneficiary's** unavoidable exposure to the elements shall be deemed to have been caused by **Bodily Injury**.

**Close Business Associat**e – means any person whose absence from business for one or more complete days at the same time as the **Beneficiary's** absence prevents the proper continuation of that business.

**Close Relative** – means mother, father, sister, brother, wife, husband, daughter, son, grandparent, grandchild, parent-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, step parent, step child, step sister, step brother, foster child, legal guardian, partner, civil partner or fiancé/fiancée or aunt/uncle.

**Curtailment/Curtail** – means either:

a) abandoning or cutting short the **Trip** by immediate return to the **Beneficiary's Home Country**, in which case claims will be calculated from the day the **Beneficiary** returned to their **Home Country** and based on the number of complete days of the **Beneficiary's Trip** they have not used, or

b) by attending a hospital abroad as an in-patient or being confined to the **Beneficiary's** accommodation abroad on the orders of their treating **Medical Practitioner** whether due to unforeseen **Bodily Injury** or illness and/or compulsory quarantine, in either case for a period in excess of 48 hours. Claims will be calculated from the day the **Beneficiary** was admitted to hospital or confined to their accommodation and based on the number of complete days for which the **Beneficiary** was hospitalised or confined to their accommodation.

**Emergency Assistance Service –** means the emergency assistance service provider, appointed by Zurich Insurance Company Ltd.

**Europe** – means Republic of Ireland, The Continent of Europe west of the Ural Mountains including all countries with a Mediterranean coastline (except

Algeria, Israel, Lebanon and Libya), Iceland, The Mediterranean Islands, Madeira, Azores and the Canary Islands.

**Excess –** means the first amount stated in the **Statement of Insurance** of each and every claim that each **Beneficiary** will be responsible for paying under each section for which an excess applies.

**Group Policy –**means the documents consisting of the **Group Policy** wording, the **Statement of Insurance** and any applicable endorsements.
**Group Policyholder** – means the person, firm, company or organisation stated in the **Statement of Insurance** as being the **Group Policyholder**, that is resident or incorporated within the **United Kingdom** and which has entered into this **Group Policy** for the benefit of itself and the **Beneficiaries**.

**Home** – means the **Beneficiary's** normal place of residence in their **Home Country**.

**Home Country** – means the **Beneficiary's** normal country of residence.
**Immediate Family** – means wife, husband, partner, civil partner, fiancé/fiancée, daughter, son, step, foster or adopted child.
**Medical Condition** – means any disease or illness (including undiagnosed symptoms) or injury not otherwise excluded under this **Group Policy**..

**Medical Practitioner** – means a registered practising member of the medical profession who is not related to the **Beneficiary** or any person with whom they are

travelling.

**Period of Cover** – Section 1and Section 10 – the cover provided for Cancellation shall be operative from the time the **Beneficiary** is accepted for cover and shall terminate when the **Beneficiary** leaves their **Home** in their **Home Country** to commence their **Trip** to the **United Kingdom**. For all other sections of this **Group Policy**, the insurance commences when the **Beneficiary** leaves their **Home** to commence their **Trip** to the **United Kingdom** and terminates at the time of the **Beneficiary's** return to their **Home** in their **Home Country** on completion of their **Trip**. Any **Trip** that had already begun at the time of the **Beneficiary** being accepted for cover will not be covered. The **Period of Cover** is automatically extended for the period of the delay (but not exceeding 30 days in total unless otherwise agreed in writing by **The Insurer**) in the event that the **Beneficiary's** return to their **Home Country** is unavoidably delayed due to an event insured by this **Group Policy**.

**Personal Money** – means currency notes and coins in current use, travellers' and other cheques, postal or money orders, pre-paid coupons or vouchers, travel tickets, event and entertainment tickets, phonecards and credit/debit or charge cards all held by the **Beneficiary** for private purposes.

**Policy Term** - means the period shown in the **Statement of Insurance** for which the **Group Policyholder** has taken out this **Group Policy** and for which the premium has been paid. The **Policy Term** may, at **Our** discretion, be extended subject to payment of any additional premium required.

**Pre-existing Medical Condition** – means any past or current **Medical Condition** that has given rise to symptoms or for which any form of diagnosis, treatment, operation, new or changed prescribed medication, test or investigation has been required or received during the 12 months prior to being accepted for cover.

**Public Transport** – means any publicly licensed aircraft, sea vessel, train or coach on which the **Beneficiary** is booked to travel.

**Statement of Insurance** – means the document detailing the insurer, the policy number, the **Policy Term**, the sections which are operative, benefits for each section of cover and any special terms and conditions which may apply to the **Group Policy**.

**Terrorism** – means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisations(s) or governments, 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.

**Trip** – means any trip or journey as shown in the **Statement of Insurance** made by the **Beneficiary** (but excluding one way trips or journeys) to the **United Kingdom**. Cover will be automatically extended to include:-

- inward and outward direct **Trips** by the **Beneficiary** to and from their **Home** at the beginning and end of each academic term
- a **Trip** outside the **United Kingdom** if it is a required part of the **Beneficiary's** study course
- leisure **Trips** within **Europe** for a period not exceeding 21 days in total in each **Policy Term**

**Unattended** – means when the **Beneficiary's** vehicle or property is not in full view of and not in a position to prevent unauthorised interference with their property or vehicle.

**United Kingdom/UK** – means England, Scotland, Wales and Northern Ireland.

**Valuables** – means jewellery, watches, furs, precious and semi-precious stones and articles made of or containing gold, silver or other precious metals; mobile phones, smartphones and other telecommunications equipment; cameras and other photographic equipment, telescopes and binoculars; audio/video equipment and/ or hand held audio/ visual equipment (including radios, cassette/compact disc players, MP3 and MP4 players, camcorders, DVD, video, televisions, Go-Pro and other similar audio and video equipment and headphones); satellite navigation equipment; computer equipment (such as but not limited to: laptops, tablets, notebooks, netbooks, personal digital assistants (PDAs), MP3/4 players, e-readers, smart watches, wearable activity trackers, storage media) including their games, headphones, discs and accessories.; computer games equipment (including consoles, games and peripherals); CDs, DVDs and recordable media including USB sticks, SD cards, tapes, films, cassettes, cartridges and the like.

**We/Us/Our** – means the Insurer shown on the **Statement of Insurance**, Howden UK Brokers Limited, or another agent acting on behalf of the Insurer.

# General conditions applicable to the whole Group Policy

Both the **Group Policyholder** and the **Beneficiaries** must comply with the following conditions to have the full protection of this **Group Policy**.

If the **Group Policyholder** or the **Beneficiaries** do not comply with such conditions **We** may at **Our** option cancel this **Group Policy**, refuse to deal with any claim or reduce the amount of any claim payment.

**1. Dual insurance**

If at the time of any incident which results in a claim under this **Group Policy**, there is another insurance covering the same loss, damage, expense or liability **We** will not pay more than **Our** proportional share(not applicable to section 4 – Personal accident).

**2 Reasonable precautions**

Both the **Group Policyholder** and the **Beneficiary** must take and cause to be taken all reasonable precautions to avoid injury, illness, disease, loss, theft or damage and also take and cause to be taken all practicable steps to safeguard property from loss or damage and to recover property lost or stolen.

**3. Cancellation of the Group Policy**

**14 Day Cooling Off Period**

The **Group Policyholder** may cancel this **Group Policy** and all associated cover sections within 14 days starting from the day the **Group Policyholder** received the **Group Policy** by writing to the address shown in the **Statement of Insurance**. **We** will refund the premium less a charge for any period for which cover applied. **We** also reserve the right to charge a cancellation fee of £20.00. In the event any **Beneficiaries** have travelled or a claim or an incident likely to give rise to a claim has occurred during the period for which cover applied, no refund of premium will be given.

**Cancellation Outside the 14 Day Cooling Off Period**

This **Group Policy** may be cancelled:

a) by the **Group Policyholder** sending **Us** notice to the address shown on the **Statement of Insurance**. **We** will return a proportionate refund of the premium paid in respect of the unexpired term of this **Group Policy**. **We** also reserve the right to charge a cancellation fee of £20.00. In the event any **Beneficiary** has travelled or a claim or an incident likely to give rise to a claim has occurred during the current **Policy Term**, no refund of premium will be given.

b) by **Us** or **Our** authorised underwriting agents where there is a valid reason for doing so by giving the **Group Policyholder** 21 days' notice in writing to their last known address. **We** will refund any premium which may be due to the **Group Policyholder** in accordance with the terms of this condition. Valid reasons for cancellation may include but are not limited to:

- If the **Group Policyholder** advises **Us** of a change of risk under this **Group Policy** which **We** are unable to insure, or unable to insure at the same terms and conditions on which cover was originally underwritten;
- Where the **Group Policyholder** fails to respond to requests from **Us** for further information or documentation;
- Where the **Group Policyholder** has given incorrect information and fails to provide clarification when requested;
- Where the **Group Policyholder** is in breach of any of the terms and conditions which apply to this **Group Policy**;
- Where **We** reasonably suspect fraud;

- Where there is a change in law or regulation that materially changes the risk insured; or

- The use of threatening or abusive behaviour or language, or intimidation or bullying of **Our** staff or suppliers, by the **Group Policyholder** or any person acting on their behalfc) by **Us** or **Our** authorised underwriting agents if **We** have been unable to collect a premium payment. In this case the **Group Policyholder** will be notified in writing requesting payment by a specific date. If payment is not received by this date the **Group Policyholder** will be written to again notifying them that payment has not been received and giving them seven days' notice for a final payment. If payment is not received by that date **We** will cancel this **Group Policy** with immediate effect and notify the **Group Policyholder** in writing that such cancellation has taken place.

In the event of cancellation of this group policy by us in accordance with this condition, the **Group Policyholder** must notify the **Beneficiaries** and/or their legal representatives of such cancellation.

**4. Withdrawal of Beneficiary Participation**

A **Beneficiary's** participation in the **Group Policy** may be withdrawn:

a) by a **Beneficiary** and/or their legal representatives by giving written notice of that intention to the **Group Policyholder** specified in the **Statement of Insurance**.

b) by **Us** or **Our** authorised underwriting agents where there is a valid reason for doing so by giving the **Beneficiary** and/or their legal representatives and **Group Policyholder** 21 days' notice in writing to their last known address. **We** will refund any premium which may be due to the **Group Policyholder** in accordance with the terms of this condition. Valid reasons for cancellation may include but are not limited to:

- If the **Beneficiary** and/or their legal representatives advises **Us** of a change of risk under this **Group Policy** which **We** are unable to insure, or unable to insure at the same terms and conditions on which cover was originally underwritten;
- Where the **Beneficiary** and/or their legal representatives fails to respond to requests from **Us** for further information or documentation;
- Where the **Beneficiary** and/or their legal representatives has given incorrect information and fails to provide clarification when requested;
- Where the **Beneficiary** is in breach of any of the terms and conditions which apply to this **Group Policy**;
- Where **We** reasonably suspect fraud;
- Where there is a change in law or regulation that materially changes the risk insured;
- Where the **Beneficiary** suffers a change in state of health for example they develop a long term or chronic medical condition that requires treatment for more than 12 months; or
- The use of threatening or abusive behaviour or language, or intimidation or bullying of **Our** staff or suppliers, by the **Beneficiary** or any person acting on their behalf.

Any return of premium due to the **Group Policyholder** as a result of a **Beneficiary's** withdrawal from participation in the **Group Policy** will be calculated from the date such participation ceases or the date **We** have received written notice whichever is the later. No return of premium will be paid or allowed where such **Beneficiary** has travelled on a **Trip** covered under this **Group Policy** or been the subject of a claim during any period for which cover was provided. If a **Beneficiary** cannot travel due to a change of FCDO advice and they are not intending to make a claim under the **Group Policy**, their participation can be withdrawn and they will receive a full refund of premium. **We** also reserve the right to charge a reasonable administration fee.

**5. Sanctions**

**We** will not be held liable to provide cover or make any payments or provide any service or benefit to any **Group Policyholder**, **Beneficiary** or other party to the extent that such cover, payment, service, benefit and/or business or activity of the **Group Policyholder** or **Beneficiary** would violate any applicable trade or economic sanctions law or regulatio

# Claims conditions

In the event of the **Group Policyholder** or any **Beneficiary** wanting to make a claim against the **Group Policy**, they must comply with the following conditions to have the full protection of the **Group Policy**. To make a claim, phone the telephone number detailed below.
If the **Group Policyholder** or any **Beneficiary** does not comply with the claims conditions **We** may at **Our** option cancel the **Group Policy**, refuse to deal with any **claim** or reduce the amount of any claim payment.

**1. Claims**

Depending on the type of claim **We** should be notified preferably via **Our** website www.howdengroup.com/uk-en/endsleigh-claims. Alternatively notify **Us** by email, phone or write to **Us** at the address given below:

**All claims except legal expenses**

CEGA Travel Claims, PO Box 127,
Cheesemans Lane, Funtington Park,
Chichester, West Sussex, PO18 8WQ
Tel: +44(0) 1202 038 946
Email: claimsservice@cegagroup.com

**Legal expenses only**

Blake Morgan LLP,
C/O CEGA Travel Claims, PO Box 127, Cheesemans Lane,
Funtington Park, Chichester, West Sussex, P018 8WQ
Tel: +44(0) 1202 038 948
Email: claimservice@cegagroup.com

The notification must be made within 31 days or as soon as possible thereafter following any **Bodily Injury**, illness, disease, incident, event, redundancy or the discovery of any loss, theft or damage which may give rise to a claim under this **Group Policy**.

The **Group Policyholder** and/or the **Beneficiary** must also inform **Us** if they are aware of any writ, summons or impending prosecution. Every communication relating to a claim must be sent to **Us** without delay. The **Group Policyholder**, the **Beneficiary and/**or anyone acting on their behalf must not negotiate admit or repudiate any claim without **Our** written consent.

The **Group Policyholder**, the **Beneficiary** and/or their legal representatives must supply at their own expense all information, evidence, details of household, travel or other health insurance and medical certificates as required by **Us**. **We** reserve the right to require the **Beneficiary** to undergo an independent medical examination at **Our** expense. **We** may also request and will pay for a post-mortem examination where necessary.

All claimants under this **Group Policy** must retain any property which is damaged, and, if requested, send it to **Us** at their own expense. If **We** pay a claim for the full value of the property and it is subsequently recovered or there is any salvage then it will become **Our** property. **We** may refuse to reimburse a claimant for any expenses for which they cannot provide receipts or bills or proof of ownership such as an original receipt, a valuation, original user manual or bank credit card statements.

**2. Subrogation**

**We** are entitled to take over any rights in the defense or settlement of any claim and to take proceedings in the **Group Policyholder** or the **Beneficiary's** name for **Our** benefit against any other party.

**3. Fraud**

The **Group Policyholder** and the **Beneficiaries** must not act in a fraudulent manner. If the **Group Policyholder**, a **Beneficiary** or anyone acting for them

a) Makes a claim under the **Group Policy** knowing the claim to be false or fraudulently exaggerated in any respect or
b) Makes a statement in support of a claim knowing the statement to be false in any respect or
c) Submit a document in support of a claim knowing the document to be forged or false in any respect or
d) Makes a claim in respect of any loss or damage caused by the **Group Policyholder** or a **Beneficiary's** wilful act or with their connivance

Then

a) **We** shall not pay the claim
b) **We** shall reserve the right not pay any other claim which has been or will be made under the **Group Policy**
c) **We** may at **Our** option declare the **Group Policy** void
d) **We** shall be entitled to recover from the **Group Policyholder** and/or the **Beneficiary** the amount of any claim already paid under the **Group Policy**
e) **We** shall not make any return of premium
f) **We** may inform the Police of the circumstances.

**4. Paying Claims**

1. Death
   a) If a **Beneficiary** is 18 years old or over, **We** will pay the claim to the **Beneficiary's** estate and the receipt given to **Us** by the **Beneficiary's** personal representatives shall be a full discharge of all liability by **Us** in respect of the claim.
   b) If a **Beneficiary** is aged under 18 years **We** will pay any claim for death to the **Beneficiary's** parent or legal guardian. The **Beneficiary's** parent or legal guardian's receipt shall be a full discharge of all liability by **Us** in respect of the claim.
2. All other claims
   a) If a **Beneficiary** is 18 years or over, **We** will pay the claim to the **Beneficiary** and the **Beneficiary's** receipt shall be a full discharge of all liability by **Us** in respect of the claim.
   b) If a **Beneficiary** is aged under 18 **We** will pay the appropriate benefit amount to the **Beneficiary's** parent or legal guardian for the **Beneficiary's** benefit. The **Beneficiary's** parent or legal guardian's receipt shall be a full discharge of all liability by **Us** in respect of the claim.

# Important conditions relating to health

This **Group Policy** contains health restrictions that apply to the cover provided under the following sections:

Section 1 – Cancellation or curtailment charges
Section 2 – Emergency medical and other expenses
Section 3 – Private medical emergency cover
Section 4 – Personal accident
Section 10 - Course fees

**A) At the time of being accepted for cover:**

It is a condition of this **Group Policy** that the **Beneficiary** will not be covered for any claims arising directly or indirectly from:

- any **Pre-existing Medical Condition** the **Beneficiary** has or has had.
- any **Medical Condition** (pre-existing or otherwise) for which the **Beneficiary, their Close Relative** or a **Close Business Associate**:
  - is on a waiting list for or has knowledge of the need for surgery, hospital consultation (other than for regular check-ups), hospital treatment or investigation.
  - has been seen by a specialist (other than for regular check-ups), had an operation or other hospital treatment or investigation within the last 6 months.
  - has received a terminal prognosis.
  - has not had a diagnosis.

**B) At any time:**

It is a condition of this **Group Policy** that the **Beneficiary** will not be covered for any claims arising directly or indirectly from:

- any **Medical Condition** (pre-existing or otherwise) for which the **Beneficiary**:
  - has been advised by a **Medical Practitioner** not to travel (or would have been had they sought his/her advice).
  - is travelling with the intention of obtaining medical treatment (including surgery or investigation) or advice.
  - is not taking the recommended treatment or prescribed medication as directed by a **Medical Practitioner**.
  - is travelling against any health requirements stipulated by the carrier, their handling agents or other **Public Transport** provider.

**Beneficiaries** must comply with these conditions to have full protection of the **Group Policy**. If a **Beneficiary** does not comply with these conditions, **We** reserve the right to refuse any claim made or reduce the amount of a claim payment. Under these circumstances, **We** may not be able to continue providing cover for the **Beneficiary** under this policy and reserve the right to withdraw their participation in the **Group Policy**.

The **Group Policyholder** and **Beneficiaries** should also refer to the general exclusions on page 11

# General exclusions applicable to all sections of the Group Policy

**We** will not pay for claims arising directly or indirectly from or in connection with:

1. a) War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil unrest or similar event
   b) **Terrorism**, but this exclusion shall not apply to losses under section 2 – Emergency medical and other expenses and section 4 – Personal accident unless such losses are caused by nuclear, chemical or biological attack, or the disturbances were already taking place at the beginning of any **Trip**.
2. Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste, from combustion of nuclear fuel, the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component of such assembly.
3. Loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
4. The **Beneficiary's** pursuit of winter sports unless shown as covered in the **Statement of Insurance**.
5. The **Beneficiary's** participation in or practice of any professional entertaining or professional sports.
6. The **Beneficiary's** participation in or practice of any other sport or activity, manual work or racing unless:
   a) shown as covered without charge in the list on page 12 or
   b) shown as covered in the **Statement of Insurance**.
7. The **Beneficiary's** wilfully, self-inflicted injury or illness, suicide or attempted suicide, sexually transmitted diseases, solvent abuse, the use of drugs (other than drugs taken in accordance with treatment prescribed and directed by a **Medical Practitioner**, but not for the treatment of drug addiction), self-exposure to needless peril (except in an attempt to save human life).
8. The **Beneficiary's** drinking too much alcohol which is evidenced by:
   a) a **Medical Practitioner** stating that the **Beneficiary's** alcohol consumption has caused or actively contributed to their injury or illness.
   b) the results of a blood test which shows that the **Beneficiary's** blood alcohol level exceeds 0.19% which is approximately four pints of beer or four 175ml glasses of wine.
   c) the witness report of a 3rd party which has advised that the **Beneficiary** has notably impaired their faculties and/or judgement.
   d) the B**eneficiary's** own admission and/or by the description of events they have described on the claim form.
9. Alcohol abuse or alcohol dependency which is evidenced by:
   a) the **Beneficiary's** medical records or the opinion of the **Beneficiary's Medical Practitioner**
   b) the opinion of an independent **Medical Practitioner**
10. The **Beneficiary's** own unlawful action or any criminal proceedings against them.
11. Unless specifically covered under this insurance, any other loss, damage or additional expense following on from the event for which the **Beneficiary** is claiming. Examples of such loss, damage or additional expense would be the cost of replacing locks after losing keys, costs incurred in preparing a claim or loss of earnings following **Bodily Injury**, illness or disease.
12. The **Beneficiary's** use of a motorised vehicle on a **Trip** covered under this **Group Policy** unless a full driving licence is held permitting the use of such vehicles in the country concerned.
13. The **Beneficiary's** travel to a country or area where the Foreign, Commonwealth and Development Office (FCDO) or equivalent government or national authority, or the World Health Organisation have advised against all travel or all but essential travel.
14. Any circumstances the **Group Policyholder** or **Beneficiary** is aware of at the time of taking out this **Group Policy** that could reasonably be expected to give rise to a claim.
15. A medical epidemic or pandemic. Note that this exclusion shall not apply to losses under section 2 – Emergency medical and other expenses.

# Sports and activities covered

The following lists detail the sports and activities that this **Group Policy** will cover. If a **Beneficiary** is participating in any other sports or activities not mentioned, they should telephone the **Group Policyholder** shown in the **Statement of Insurance** as they may be able to offer cover for an additional premium. Details of those sports and activities for which additional cover has been purchased will be added to the **Statement of Insurance**.

Please note that cover under section 7 – Personal liability is excluded where a **Beneficiary** is participating in any sport or activity marked with *

**Covered as standard**

administrative, clerical or professional occupations
aerobics
archery
badminton
banana boating
baseball
basketball
bmx biking (wearing a helmet and no stunting)
body boarding (boogie boarding)
bowls
bungee jumping (1 jump only within professional organiser's guidelines and wearing appropriate safety equipment)
* camel riding
canoeing (up to grade 2 rivers)
* catamaran sailing (if qualified or accompanied by a qualified person)
* clay pigeon shooting
climbing (on indoor climbing wall only)
cricket
croquet
curling
cycling / mountain biking (wearing a helmet – casual or off-road only and not endurance, downhill or racing)
deep sea fishing
* dinghy sailing
* driving any motorised vehicle for which the **Beneficiary** is licensed to drive in the **United Kingdom** (other than in motor rallies or competitions)
elephant riding
fell walking/running
fencing
fishing
flying as a fare paying passenger in a fully licensed passenger carrying aircraft
football (amateur only and not main purpose of **Trip**)
glacier walking
* go karting (within organisers guidelines)
golf
hiking
horse riding (wearing a helmet, excluding competitions, jumping and hunting)
hot air ballooning (organised pleasure rides only)
hydro zorbing
* jet boating
* jet skiing
jogging
kayaking (up to grade 2 rivers)
netball
octopush
open water swimming (professionally escorted tours only)
orienteering
overlanding
* paint balling (wearing eye protection)
pony trekking (wearing a helmet)
* quad biking (wearing a helmet)
racket ball
rambling
* rifle range shooting
ringos
roller skating and blading (wearing pads & helmets)
rounders
rowing
running (non-competitive and not marathon)
safari trekking in a vehicle (must be organised tour)
safari trekking on foot (must be organised tour)
* sailing (if qualified or accompanied by a qualified person)
sandboarding
sand dune surfing/skiing
* sandyachting
scuba diving to max depth 18 metres below sea level (if qualified scuba diver and not diving alone or accompanied by qualified instructor)
* shooting/small bore target shooting (within organisers guidelines)
skateboarding (wearing pads & helmets)
snorkelling
softball
squash
students working as counsellors or university exchanges for practical course work (non manual)
surfing
swimming
swimming with dolphins
sydney harbour bridge walk
table tennis
ten pin bowling
tennis
trampolining
trekking up to 2,500 metres altitude
tug of war
volleyball
wake boarding
walking
* war games (wearing eye protection)
water polo
water skiing
whale watching
wind surfing
* yachting (if qualified or accompanied by a qualified person)
zorbing

# Emergency and medical service

In the event of a serious illness or accident which may lead to inpatient hospital treatment or before any arrangements are made for repatriation or in the event of **Curtailment** necessitating the **Beneficiary's** early return **Home**, the **Beneficiary** (or someone on their behalf) must contact the **Emergency Assistance Service**. The service is available to the **Beneficiary** and operates 24 hours a day, 365 days a year for advice, assistance, making arrangements for hospital admission, repatriation and authorisation of medical expenses. If this is not possible because the condition requires immediate emergency treatment the **Beneficiary** (or someone on their behalf) must contact the **Emergency Assistance Service** as soon as possible. Private medical treatment is not covered unless authorised specifically by the **Emergency Assistance Service** or if stated in the **Statement of Insurance**.

**Medical assistance abroad**

The **Emergency Assistance Service** has the medical expertise, contacts and facilities to help should the **Beneficiary** be injured in an accident or fall ill.
The **Emergency Assistance Service** will also arrange transport **Home** when this is considered to be medically necessary or when the **Beneficiary** has notice of serious illness or death of a **Close Relative** at **Home**.

**Payment for medical treatment abroad**

If the **Beneficiary** is admitted to a hospital/clinic while abroad, the **Emergency Assistance Service** will arrange for medical expenses covered by the **Group Policy** to be paid direct to the hospital/clinic. To take advantage of this benefit someone must contact the **Emergency Assistance Service** for the **Beneficiary** as soon as possible.

For simple out-patient treatment, the **Beneficiary** should pay the hospital/clinic and submit a claim for reimbursement under this **Group Policy**. The **Beneficiary** should beware of requests to sign for excessive treatment or charges. If in doubt regarding any such requests, please call the **Emergency Assistance Service** for guidance.

**Reciprocal health agreements**

**EU, EEA or Switzerland**

If the **Beneficiary** is travelling from a country within the European Union (EU), the European Economic Area (EEA) or Switzerland they are strongly advised to check if they are entitled to benefit from the reciprocal health care arrangements which exist between countries within the EU/EEA or Switzerland.

In the event of liability being accepted for a medical expense which has been reduced by the use of either a reciprocal health care arrangement or private health insurance, **We** will not apply the deduction of **Excess** under section 2 - Emergency medical and other expenses.

**Australia**

If the **Beneficiary** requires medical treatment in Australia they must enrol with a local MEDICARE office. The **Beneficiary** does not need to enrol on arrival but they must do this after the first occasion they receive treatment. In-patient and out-patient treatment at a public hospital is then available free of charge. Details of how to enrol and the free treatment available can be found by visiting the MEDICARE website on http://www.humanservices.gov.au. Alternatively please call the **Emergency Assistance Service** for guidance.

If the **Beneficiary** is admitted to hospital, contact must be made with the **Emergency Assistance Service** as soon as possible and their authority obtained in respect of any treatment NOT available under MEDICARE.

**Contact the Emergency Assistance Service on telephone number: +44 (0)1243 621058**

# Section 1 – Cancellation or curtailment charges

**What is covered**

**We** will reimburse the **Beneficiary** up to the amount stated in the **Statement of Insurance** for any irrecoverable unused travel and accommodation costs and other pre-paid charges which the **Beneficiary** has paid or is contracted to pay together with any reasonable additional travel expenses incurred if

a) cancellation of the **Trip** is necessary and unavoidable or

b) the **Trip** is curtailed before completion

as a result of any of the following events occurring during the **Period of Cover**:

1. The death, **Bodily Injury** or illness of:
   a) The **Beneficiary**
   b) any person with whom the **Beneficiary** is travelling or has arranged to travel with
   c) any person with whom the **Beneficiary** has arranged to reside temporarily
   d) The **Beneficiary's Close Relative**
   e) The **Beneficiary's Close Business Associate**.
2. Compulsory quarantine on the order of a treating **Medical Practitioner**, jury service attendance or being called as a witness at a Court of Law of the **Beneficiary** or any person with whom they are travelling or have arranged to travel with.
3. The Police requesting the **Beneficiary** to remain at or return to their **Home** due to serious damage to their **Home** caused by fire, aircraft, explosion, storm, flood, subsidence, malicious persons or theft.

**What is not covered**

1. The **Excess** amount as stated in the **Statement of Insurance.**
2. The cost of Airport Departure Duty.
3. Any claims arising directly or indirectly from circumstances known to the **Group Policyholder** or the **Beneficiary** prior to the date any such **Beneficiary** is accepted for cover or the time of booking any **Trip** (whichever is the earlier) which could reasonably have been expected to give rise to cancellation or **Curtailment** of the **Trip**.
4. Travel tickets paid for using any airline mileage reward scheme, for example Air Miles.
5. Normal pregnancy, without accompanying **Bodily Injury**, illness, disease or complication. This section is designed to provide cover for unforeseen events, accidents, illnesses and diseases and normal childbirth would not constitute an unforeseen event.
6. Anything mentioned in the general exclusions on page 11.

The **Group Policyholder** and the **Beneficiaries** should also refer to the important conditions relating to health on page 10.

**Special conditions relating to claims**

1. The **Beneficiary** must obtain (at their own expense) a medical certificate from a **Medical Practitioner** and prior approval of the **Emergency Assistance Service** to confirm the necessity to return **Home** prior to **Curtailment** of the **Trip** due to death, **Bodily Injury** or illness.
2. If the **Beneficiary** fails to notify the travel agent, tour operator or provider of transport/accommodation immediately it is found necessary to cancel the **Trip Our** liability shall be restricted to the cancellation charges that would have applied had failure not occurred.
3. If The **Beneficiary** cancels the **Trip** due to
   i. Stress, anxiety, depression or any other mental or nervous disorder that they are suffering from they must provide a medical certificate from a consultant specialising in the relevant field or
   ii. Any other illness or a **Bodily Injury** they must provide a medical certificate from a **Medical Practitioner** stating that this necessarily and reasonably prevented them from travelling

# Section 2 – Emergency medical and other expenses

**What is covered**

**We** will pay up to the amount stated in the **Statement of Insurance** for the following expenses which are necessarily incurred within 12 months of the incident as a result of the **Beneficiary** suffering unforeseen **Bodily Injury** or illness and/or being compulsorily quarantined on the orders of a treating **Medical Practitioner** whilst on a **Trip** during the **Period of Cover**:

1. Emergency medical, surgical, hospital, ambulance and nursing fees and charges incurred within the **United Kingdom**.
2. Emergency dental treatment for the immediate relief of pain (to natural teeth only) up to the amount stated in the **Statement of Insurance** incurred within the **United Kingdom**.
3. In the event of the **Beneficiary's** death within the **United Kingdom** the reasonable additional cost of funeral expenses plus the reasonable cost of conveying their ashes or the additional costs of returning their body to their **Home**. This includes, with the prior authorisation of the **Emergency Assistance Service**, reasonable transport and accommodation expenses for **Close Relatives** to travel to the **Beneficiary** plus the reasonable cost of their return **Home**.
4. Reasonable additional transport only of the identical class of travel utilised on the outward journey, or accommodation expenses incurred, up to the standard of the **Beneficiary's** original booking, if it is medically necessary for the **Beneficiary's** to stay beyond their scheduled return date.

This includes, with the prior authorisation of the **Emergency Assistance Service**, reasonable additional transport or accommodation expenses for up to two friends or **Close Relatives** to remain with the **Beneficiary** or travel to them from their **Home Country** and escort them back to their **Home Country** and additional travel expenses to return the **Beneficiary** to their **Home** if they are unable to use the return ticket.

**What is not covered**

1. The **Excess** amount as stated in the **Statement of Insurance.**
2. Any claims arising directly or indirectly in respect of:
   a) Costs of telephone calls, other than calls to the **Emergency Assistance Service** notifying them of the problem for which the **Beneficiary** is able to provide a receipt or other evidence to show the cost of the call and the number telephoned.
   b) The cost of treatment or surgery, including exploratory tests, which are not directly related to the **Bodily Injury** or illness which necessitated the **Beneficiary's** admittance into hospital.
   c) Any expenses incurred after 12 months from the date of the incident which gave rise to a claim including any expenses incurred in respect of any related **Medical Conditions** that may have subsequently arisen.
   d) Any expenses which are not usual, reasonable or customary to treat the **Beneficiary's Bodily Injury** or illness.
   e) Any form of treatment or surgery which in the opinion of the **Medical Practitioner** in attendance and the **Emergency Assistance Service** can be delayed reasonably until the **Beneficiary's** return to their **Home Country**.
   f) Expenses incurred in obtaining or replacing medication or obtaining treatment or ongoing regular therapy, which at the time of departure is known to be required or to be continued outside the **Beneficiary's Home Country**.
   g) Additional costs arising from single or private room accommodation.
   h) Treatment or services provided by a health spa, convalescent or nursing home or any rehabilitation centre unless agreed by the **Emergency Assistance Service**.

**What is covered**

5. With the prior authorisation of the **Emergency Assistance Service**, the additional costs incurred in the use of air transport or other suitable means, including qualified attendants, to repatriate the **Beneficiary** to their **Home** if it is medically necessary. Repatriation expenses will be in respect only of the identical class of travel utilised on the outward journey unless the **Emergency Assistance Service** agree otherwise.

6. With the prior authorisation of the **Emergency Assistance Service**, the necessary and reasonable costs incurred by the **Beneficiary** where it is necessary for them to return **Home** early as a result of the sudden and unanticipated serious **Bodily Injury** or illness, or death of a **Close Relative**.

**What is not covered**

i) Any expenses incurred after the **Beneficiary** has returned to their **Home Country**.
j) Expenses incurred as a result of a tropical disease where the **Beneficiary** has not had the recommended inoculations and/or taken the recommended medication.
k) The **Beneficiary's** decision not to be repatriated after the date when in the opinion of the **Emergency Assistance Service** it is safe to do.
l) Any medical expense where the **Beneficiary** is entitled to NHS benefits.
m) Any cost incurred in returning to the **United Kingdom** following repatriation to the **Beneficiaries Home Country**.
n) Normal pregnancy, without accompanying **Bodily Injury**, illness, disease or complication. This section is designed to provide cover for unforeseen events, accidents, illnesses and diseases and normal childbirth would not constitute an unforeseen event.

3. Anything mentioned in the general exclusions on page 11.

The **Group Policyholder** and the **Beneficiaries** should also refer to the important conditions relating to health on page 10.

**Special conditions relating to claims**

1. The **Beneficiary** or someone on their behalf must give notice as soon as possible to the **Emergency Assistance Service** or **Us** of any **Bodily Injury** or illness which necessitates the **Beneficiary's** admittance to hospital as an in-patient or before any arrangements are made for the **Beneficiary's** repatriation.
2. In the event of the **Beneficiary's Bodily Injury** or illness We reserve the right to relocate them from one hospital to another and arrange for their repatriation to their **Home Country** at any time during the **Trip. We** will do this if in the opinion of the **Medical Practitioner** in attendance or the **Emergency Assistance Service** the **Beneficiary** can be moved safely and/or travel safely to their **Home Country** to continue treatment.

# Section 3 – Private medical emergency cover

**(Only operative if indicated in the Statement of Insurance)**

**What is covered**

**We** will pay up to the amount stated in the **Statement of Insurance** for private emergency medical, surgical, hospital, ambulance and nursing fees and charges incurred within the **United Kingdom** which are necessarily incurred within 12 months of the incident as a result of the **Beneficiary** suffering unforeseen **Bodily Injury** or illness and/or being compulsorily quarantined on the orders of a treating **Medical Practitioner** whilst on a **Trip** during the **Period of Cover**.

**What is not covered**

1. The **Excess** amount as stated in the **Statement of Insurance.**
2. Any claims arising directly or indirectly in respect of:
   a) Costs of telephone calls, other than calls to the **Emergency Assistance Service** notifying them of the problem for which the **Beneficiary** is able to provide a receipt or other evidence to show the cost of the call and the number telephoned.
   b) The cost of treatment or surgery, including exploratory tests, which are not directly related to the **Bodily Injury** or illness which necessitated the **Beneficiary's** admittance into hospital.
   c) Any expenses incurred after 12 months from the date of the incident which gave rise to a claim including any expenses incurred in respect of any related **Medical Conditions** that may have subsequently arisen.
   d) Any expenses which are not usual, reasonable or customary to treat the **Beneficiary's Bodily Injury** or illness.
   e) Any form of treatment or surgery which in the opinion of the **Medical Practitioner** in attendance and the **Emergency Assistance Service** can be delayed reasonably until the **Beneficiary's** return to their **Home Country**.
   f) Expenses incurred in obtaining or replacing medication or obtaining treatment or ongoing regular therapy, which at the time of departure is known to be required or to be continued outside the **Beneficiary's Home Country**.
   g) Treatment or services provided by a health spa, convalescent or nursing home or any rehabilitation centre unless agreed by the **Emergency Assistance Service**.
   h) Any expenses incurred after the **Beneficiary** has returned to their **Home Country**.
   i) Expenses incurred as a result of a tropical disease where the **Beneficiary** has not had the recommended inoculations and/or taken the recommended medication.
   j) The **Beneficiary's** decision not to be repatriated after the date when in the opinion of the **Emergency Assistance Service** it is safe to do so.
   k ) Any dental treatment.

l) Normal pregnancy, without any accompanying **Bodily Injury**, illness, disease or complication. This section is designed to provide cover for unforeseen events, accidents, illnesses and diseases and normal childbirth would not constitute an unforeseen event.

3. Anything mentioned in the general exclusions on page 11.

The **Group Policyholder** and the **Beneficiaries** should also refer to the important conditions relating to health on page 10.

**Special conditions relating to claims**

1. The **Beneficiary** or someone on their behalf must give notice as soon as possible to the **Emergency Assistance Service** or **Us** of any **Bodily Injury** or illness which necessitates the **Beneficiary's** admittance to hospital as an in-patient or before any arrangements are made for the **Beneficiary's** repatriation.
2. In the event of the **Beneficiary's Bodily Injury** or illness We reserve the right to relocate them from one hospital to another and arrange for their repatriation to their **Home Country** at any time during the **Trip. We** will do this if in the opinion of the **Medical Practitioner** in attendance or the **Emergency Assistance Service** the **Beneficiary** can be moved safely and/or travel safely to their **Home Country** to continue treatment.

# Section 4 – Personal accident

**Special Definitions relating to this section** (which are shown in bold italics)

***Loss of limb*** – means loss by permanent severance of an entire hand or foot or the total and permanent loss of use of an entire hand or foot.

***Loss of sight*** – means total and irrecoverable loss of sight which shall be considered. as having occurred:

a) in both eyes if the **Beneficiary's** name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist and

b) in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen scale

**What is covered**

**We** will pay one of the benefits stated in the **Statement of Insurance** if the **Beneficiary** sustains **Bodily Injury** whilst on a **Trip** during the **Period of Cover** which shall solely and independently of any other cause, result within two years in the **Beneficiary's** death, ***Loss of limb***, ***Loss of sight*** or permanent total disablement.

**What is not covered**

1. Anything mentioned in the general exclusions on page 11.

The **Group Policyholder** and the **Beneficiaries** should also refer to the important conditions relating to health on page 10.

**Special conditions relating to claims**

1. **Our Medical Practitioner** may examine the **Beneficiary** as often as they deem necessary in the event of a claim.

**Provisions**

1. Benefit is not payable to the **Beneficiary**:
   a) Under more than one of items i., ii. or iii as stated in the **Statement of Insurance**.
   b) Under item iii. as stated in the **Statement of Insurance** until one year after the date they sustain **Bodily Injury**
   c) Under item iii. as stated in the **Statement of Insurance** if they are able or may be able to carry out any relevant employment or relevant occupation

# Section 5 – Baggage

**What is covered**

1. **We** will pay the **Beneficiary** up to the amount stated in the **Statement of Insurance** for the accidental loss, theft or damage to the **Beneficiary's Baggage**, including **Valuables** whilst on a **Trip** during the **Period of Cover**.

   The amount payable will be the value at today's prices less a deduction for wear tear and depreciation, (or **We** may at **Our** option replace, reinstate or repair the lost or damaged **Baggage**).

   The maximum **We** will pay for the following items is stated in the **Statement of Insurance**:

   a) for any one article, pair or set of articles

   b) the total for all **Valuables**

**What is not covered**

1. The **Excess** amount as stated in the **Statement of Insurance.**
2. Loss, theft of or damage to **Valuables** left **Unattended** at any time (including in a vehicle or in the custody of carriers) unless deposited in a hotel safe, safety deposit box or left in the **Beneficiary's** locked accommodation.
3. Loss, theft of or damage to **Baggage** contained in an **Unattended** vehicle:
   a) overnight between 9 p.m. and 9 a.m. (local time) or
   b) at any time between 9 a.m. and 9 p.m. (local time) unless it is in the locked boot which is separate from the passenger compartment for those vehicles with a boot, or for those vehicles without a separate boot locked in the vehicle and covered from view.
4. Loss or damage due to delay, confiscation or detention by customs or any other authority.
5. Loss, theft of or damage to unset precious stones, contact or corneal lenses, hearing aids, dental or medical fittings, antiques, musical instruments, documents of any kind, bonds, securities, perishable goods, bicycles, ski equipment and damage to suitcases (unless the suitcases are entirely unusable as a result of one single incidence of damage).
6. Loss or damage due to cracking, scratching, breakage of or damage to china, glass (other than glass in watch faces, cameras, binoculars or telescopes), porcelain or other brittle or fragile articles unless caused by fire, theft, or accident to the aircraft, sea vessel, train or vehicle in which they are being carried.
7. Loss or damage due to breakage of sports equipment or damage to sports clothing whilst in use.
8. Loss, theft of or damage to business goods, samples, tools of trade, motor accessories and other items used in connection with the **Beneficiary's** business, trade, profession or occupation.

**What is not covered**

9. Loss or damage caused by wear and tear, depreciation, deterioration, atmospheric or climatic conditions, moth, vermin, any process of cleaning repairing or restoring, mechanical or electrical breakdown.
10. The cost of replacing downloaded content or the cost of retaking images or reinstating data stored on any item insured under this section.
11. Anything mentioned in the general exclusions on page 11.

**Special conditions relating to claims**

1. **The Beneficiary** must report to the local **Police** in the country where the incident occurred within 24 hours of discovery or as soon as possible after that and obtain a written report of the loss, theft or attempted theft of all **Baggage.**
2. If **Baggage** is lost, stolen or damaged while in the care of a carrier, transport company, authority or hotel the **Beneficiary** must report to them, in writing, details of the loss, theft or damage and obtain written confirmation. If **Baggage** is lost, stolen or damaged whilst in the care of an airline the **Beneficiary** must:
   a) obtain a **Property Irregularity Report** from the airline.
   b) give formal written notice of the claim to the airline within the time limit contained in their conditions of carriage (please retain a copy).
   c) retain all travel tickets and tags for submission if a claim is to be made under this **Group Policy**.
3. Receipts for items lost, stolen or damaged must be retained as these will help the **Beneficiary** to substantiate their claim.

# Section 6 – Personal money, passport and documents

**What is covered**

1. **We** will pay the **Beneficiary** up to the amounts stated in the **Statement of Insurance** for the accidental loss of, theft of or damage to **Personal Money** and documents (including passports, visas and driving licence) whilst on a **Trip** during the **Period of Cover**. In respect of foreign currency cover is also operative during the 72 hours immediately preceding the **Beneficiary's** departure on the outward journey.

   The maximum **We** will pay for the following items is stated in the **Statement of Insurance**:

   a) For currency notes and coins

   b) For all other **Personal Money** and documents

2. **We** will pay the **Beneficiary** the amount stated in the **Statement of Insurance** for reasonable additional travel and accommodation expenses incurred necessarily abroad to obtain a replacement of the **Beneficiary's** lost or stolen passport or visa whilst on a **Trip** during the **Period of Cover** provided that at the time of such loss or theft, they were making a direct trip to and from their **Home** at the beginning and end of each academic term or were outside the **United Kingdom** if travel is a required part of their study course, during the **Period of Cover**.

**What is not covered**

1. The **Excess** amount as stated in the **Statement of Insurance.**
2. Loss, theft of, or damage to, **Personal Money** and passport left **Unattended** at any time (including in a vehicle or in the custody of carriers) unless deposited in a hotel safe, safety deposit box or left in the **Beneficiary's** locked accommodation.
3. Loss, theft of, or damage to, travellers' cheques if the **Beneficiary** has not complied with the issuers conditions or where the issuer provides a replacement service.
4. Loss or damage due to delay, confiscation or detention by customs or other authority.
5. Loss or damage due to depreciation in value, variations in exchange rates or shortages due to error or omission.
6. Anything mentioned in the general exclusions on page 11.

**Special conditions relating to claims**

1. The **Beneficiary** must report to the local Police in the country where the incident occurred within 24 hours of discovery or as soon as possible after that and obtain a written report of the loss, theft or attempted theft of all **Personal Money**, passport and documents.
2. If **Personal Money**, passport and documents are lost, stolen or damaged while in the care of a carrier, transport company, authority or hotel the **Beneficiary** must report to them, in writing, details of the loss, theft or damage and obtain written confirmation of the loss. If **Personal Money**, passport and documents are lost, stolen or damaged whilst in the care of an airline the **Beneficiary** must:

   a) obtain a Property Irregularity Report from the airline.

   b) give formal written notice of the claim to the airline within the time limit contained in their conditions of carriage (please retain a copy). c) retain all travel tickets and tags for submission if a claim is to be made under this **Group Policy**.
3. The **Beneficiary** must provide (at their own expense) an original receipt or proof of ownership for items lost, stolen or damaged to help them to substantiate their claim.

# Section 7 – Personal liability

**What is covered**

**We** will pay up to the amount stated in the **Statement of Insurance** (inclusive of legal costs and expenses) against any amount the **Beneficiary** becomes legally liable to pay as compensation for any claim or series of claims arising from any one event or source of original cause in respect of accidental:

1. **Bodily Injury**, death, illness or disease to any person who is not in the **Beneficiary's** employment or who is not a **Close Relative** or member of their household.
2. Loss of or damage to property that does not belong to and is neither in the charge of or under the control of the **Beneficiary**, a **Close Relative**, anyone in their employment or any member of their household other than any temporary holiday accommodation occupied (but not owned) by the **Beneficiary** occurring whilst on a **Trip** during the **Period of Cover**.

**What is not covered**

1. Compensation or legal costs arising directly or indirectly from:
   a) Liability which has been assumed by the **Beneficiary** under agreement unless the liability would have attached in the absence of such agreement.
   b) Pursuit of any business, trade, profession or occupation or the supply of goods or services.
   c) Ownership possession or use of firearms, vehicles, aircraft or watercraft (other than surfboards, canoes, kayaks or manually propelled rowboats or punts).
   d) The transmission of any communicable disease or virus.
   e) Ownership or occupation of land or buildings (other than occupation only of any temporary student or holiday accommodation where **We** will not pay the **Excess**).
   f) Participation in any sport or activity marked with an * as detailed under the Sports and activities covered section of this **Group Policy**.
2. Payment of any fines or exemplary damages (punishing, or aimed at punishing, the person responsible rather than awarding compensation) the **Beneficiary** has to pay.
3. The **Beneficiary** transmitting any infectious illness, virus or disease.
4. Anything mentioned in the general exclusions on page 11.

**Special conditions relating to claims**

1. The **Beneficiary** must give **Us** written notice as soon as possible of any incident, which may give rise to a claim.
2. The **Beneficiary** must send **Us** every writ, summons, letter of claim or other document as soon as they receive it.
3. The **Beneficiary** must not admit any liability or pay, offer to pay, promise to pay or negotiate any claim without **Our** written consent.
4. **We** will be entitled if **We** so desire to take over and conduct in the **Beneficiary's** name the defence of any claims for indemnity or damages or otherwise against any third party. **We** shall have full discretion in the conduct of any negotiation or proceedings or in the settlement of any claim and the **Beneficiary** shall give **Us** all necessary information and assistance which **We** may require.
5. In the event of the **Beneficiary's** death, their legal representative(s) will have the protection of this cover provided that such representative(s) comply(ies) with the terms and conditions outlined in this **Group Policy**.

# Section 8 – Missed departure

**What is covered**

**We** will pay the **Beneficiary** up to the amount stated in the **Statement of Insurance** for reasonable additional accommodation
(room only) and travel expenses necessarily incurred in reaching the **United Kingdom** or returning to their **Home Country** if they fail to arrive at the international departure point in time to board the **Public Transport** on which they are booked to travel on the initial international journey of the **Trip** during the **Period of Cover** as a result of:

1. the failure of other public transport or
2. an accident to or breakdown of the vehicle in which the **Beneficiary** is travelling or
3. an accident or breakdown occurring ahead of the **Beneficiary** on a motorway or dual carriage way which causes an unexpected delay to the vehicle in which they are travelling or
4. strike, industrial action or adverse weather conditions

**What is not covered**

1. The **Excess** amount as stated in the **Statement of Insurance.**
2. Claims arising directly or indirectly from:
   a) Strike or industrial action existing or declared publicly by the date the **Beneficiary** is accepted for cover.
   b) An accident to or breakdown of the vehicle in which the **Beneficiary** is travelling for which a professional repairers report is not provided.
   c) Breakdown of any vehicle in which the **Beneficiary** is travelling if the vehicle is owned by the **Beneficiary** and has not been serviced properly and maintained in accordance with manufacturer's instructions.
   d) Withdrawal from service (temporary or otherwise) of an aircraft or sea vessel on the recommendation of the Civil Aviation Authority or a Port Authority or any similar body in any country.
   e) The **Beneficiary's** failure to arrive at the departure point in time to board any connecting **Public Transport** after their departure on the initial international outbound and return legs of the **Trip**.
3. Additional expenses where the scheduled public transport operator has offered reasonable alternative travel arrangements.
4. Anything mentioned in the general exclusions on page 11.

**Special conditions relating to claims**

1. In the event of a claim arising from any delay occurring on a motorway or dual carriage way the **Beneficiary** must obtain written confirmation from the Police or emergency breakdown services of the location, reason for and duration of the delay.
2. The **Beneficiary** must allow sufficient time for the **Public Transport** or other transport to arrive on schedule and to deliver them to the departure point.

# Section 9 – Overseas legal expenses and assistance

**What is covered**

**We** will pay up to the amount stated in the **Statement of Insurance** for legal costs to pursue a civil action for compensation if someone else causes the **Beneficiary's Bodily Injury**, illness or death whilst on a **Trip** during the **Period of Cover**.

Where there are two or more **Beneficiaries** covered by this **Group Policy**, then the maximum aggregate amount payable by **Us** for all such claims shall not exceed the amount stated in the **Statement of Insurance**.

**What is not covered**

**We shall not be liable for:-**

1. Any claim where in the **Our** opinion or the opinion of the suitably qualified person appointed by **Us** there is insufficient prospect of success in obtaining reasonable compensation.
2. Legal costs and expenses incurred in pursuit of any claims against a travel agent, tour operator, carrier, **Us**, the **Emergency Assistance Service** or their agents, someone the **Beneficiary** was travelling with, a person related to the **Beneficiary**, or another **Beneficiary**.
3. Legal costs and expenses incurred prior to the **Our** written acceptance of the case.
4. Any claim where the legal costs and expenses are likely to be greater than the anticipated amount of compensation.
5. Any claim where legal costs and expenses are based directly or indirectly on the amount of compensation awarded (for example a Contingency Fee Agreement).
6. Legal costs and expenses incurred in any claim which is capable of being pursued under a Conditional Fee Agreement.
7. Legal costs and expenses incurred if an action is brought in more than one country.
8. Any claim where in **Our** opinion the estimated amount of compensation payment is less than £1,000 for each **Beneficiary**.
9. Travel, accommodation and incidental costs incurred to pursue a civil action for compensation.
10. Costs of any appeal.
11. Claims occurring within the **Beneficiary's Home Country**.
12. Claims by the **Beneficiary** other than in their private capacity.
13. Anything mentioned in the general exclusions on page 11.

**Special conditions relating to claims**

1. Unless the **Beneficiary** has made a nomination in accordance with Special Condition 2 below, **We** or our suitably qualified person will decide the point at which the **Beneficiary's** legal case cannot usefully be pursued further.
2. If the **Beneficiary** does not want **Our** suitably qualified person to assess whether or not their claim can be pursued, they are free to nominate a suitably qualified person to conduct this assessment by sending **Us** the name and address of such suitably qualified person. The **Beneficiary** must confirm either:
   - that the person they nominate will not charge more than the suitably qualified person **We** would have appointed; or
   - that they are willing to pay the difference between the cost of using their suitably qualified person and the cost of using **Our** choice of suitably qualified person.
3. On acceptance of a claim, if appropriate, **We** will appoint a suitably qualified person to act on the **Beneficiary's** behalf unless they have nominated their own suitably qualified person in accordance with Special condition 4 below.
4. i) If there is a conflict of interest; or
   ii) If it is necessary to start court proceedings and proceedings are being issued within the **United Kingdom**, or
   iii) The **Beneficiary** is unhappy with **Our** suitably qualified person

   the **Beneficiary** is are free to nominate a suitably qualified person by sending **Us** the name and address of such suitably qualified person. The **Beneficiary** must confirm either:
   - that the person they nominate will not charge more than the suitably qualified person We would have appointed; or
   - that they are willing to pay the difference between the cost of using their suitably qualified person and the cost of using Our choice of suitably qualified person
5. If **We** do not agree to the **Beneficiary's** choice of suitably qualified person under Special condition 2 or 4 above, the **Beneficiary** may choose another suitably qualified person.
6. If there is still a disagreement with regard to the suitably qualified person **We** will ask the president of a relevant national law society to choose a suitably qualified person to represent the **Beneficiary**. **We** and the **Beneficiary** must accept such choice.
7. Where the **Beneficiary** has not notified **Us** of a nominated suitably qualified person in accordance with Special condition 2 and/or Special Condition 4 **We** will be free to choose a suitably qualified person.
8. Where **We** appoint a suitably qualified person to represent the **Beneficiary** such appointment will be in accordance with **Our** standard terms of appointment.
9. **We** will have direct access to the suitably qualified person who will, upon request, provide **Us** with any information or opinion on the **Beneficiary's** claim;
10. The **Beneficiary** must co-operate fully with **Us** and the suitably qualified person and must keep **Us** up to date with the progress of the claim;
11. At **Our** request the **Beneficiary** must give the suitably qualified person any instructions that **We** require;
12. The **Beneficiary** must notify **Us** immediately if anyone offers to settle a claim or makes a payment into court;

13. If the **Beneficiary** does not accept the recommendation of the suitably qualified person to accept a reasonable offer or payment into court to settle a claim, **we** may refuse to pay further costs and expenses;
14. No agreement to settle on the basis of both parties paying their own costs is to be made without **Our** prior approval.
15. If the **Beneficiary**
    i) settles a claim or withdraw a claim without **Our** prior agreement;
    ii) does not give suitable instructions to the suitably qualified person ;
    iii) dismisses a suitably qualified person without **Our** prior consent, our consent not to be withheld without good reason;

    the cover **We** provide will end immediately and **We** will be entitled to re-claim any costs and expenses **We** have incurred from the **Beneficiary**.
16. The **Beneficiary** must take every available step to recover costs and expenses that **We** have to pay and must pay **Us** any costs and expenses that are recovered.
17. **We** may, at **Our** own expense, take proceedings in the **Beneficiary's** name to recover compensation from any third party in respect of any indemnity paid under this **Group Policy** including **Our** legal costs and other related expenses. The **Beneficiary** must give such assistance as **We** shall reasonably require and any amount recovered shall belong to **Us**.

**Claims evidence**

**We** will require (at the **Beneficiary's** own expense) the following evidence where relevant:

- Relevant documentation and evidence to support the **Beneficiary's** claim, including photographic evidence.
- Any other relevant information relating to the **Beneficiary's** claim under this section that we may ask for.

# Section 10 – Course fees

**What is covered**

In the event the **Beneficiary** is unable to continue their studies **We** will reimburse direct to the **Beneficiary** on behalf of the **Group Policyholder** any irrecoverable pre-paid College/ University/Language School course fees the **Beneficiary** has paid up to the amount stated in the **Statement of Insurance** if:
a) cancellation of the **Trip** is necessary and unavoidable or
b) the **Trip** is **Curtailed** before completion
as a result of the death, **Bodily Injury** or illness of:
i) the **Beneficiary**
ii) the **Beneficiary's Close Relative**
during the **Period of Cover**.

For course fees the **Beneficiary** is contracted to pay but has not yet paid, this payment will be made on their behalf direct to the **Group Policyholder**.

If the **Beneficiary** suffers any stress, anxiety, depression or any other mental or nervous disorder **We** will also pay up to the amount stated in the **Statement of Insurance** for the cost of professional counselling.

**What is not covered**

1. The **Excess** amount as stated in the **Statement of Insurance.**
2. Any claims arising directly or indirectly from circumstances known to the **Beneficiary** prior to the date the **Beneficiary** is accepted for cover or the time of booking any **Trip** (whichever is the earlier) which could reasonably have been expected to give rise to cancellation or **Curtailment** of the **Trip**.
3. More than the cost of that proportion of the course missed.
4. Anything mentioned in the general exclusions on page 11.

The **Group Policyholder** and the **Beneficiaries** should also refer to the important conditions relating to health on page 10.

**Special conditions relating to claims**

1. The **Beneficiary** must obtain a medical certificate from a **Medical Practitioner** and prior approval of the **Emergency Assistance Service** to cor the necessity to return **Home** prior to **Curtailment** of the **Trip** due to death, **Bodily Injury** or illness.
2. If the **Beneficiary** fails to notify the travel agent, tour operator or provider of transport/accommodation immediately it is found necessary to cancel the **Trip Our** liability shall be restricted to the cancellation charges that would have applied had failure not occurred.
3. If the **Beneficiary** cancels the **Trip** due to:
   i. Stress, anxiety, depression or any other mental or nervous disorder that the **Beneficiary** is suffering from they must provide a medical certificate from a consultant specialising in the relevant field
   ii. Any other illness or a **Bodily Injury** the **Beneficiary** must provide a medical certificate from a **Medical Practitioner** stating that this necessarily and reasonably prevented them from travelling.
4. The **Beneficiary** must provide their invoice and receipts for unused course fees, charges or expenses claimed for.
5. The **Beneficiary** must provide written confirmation from their College/ University/Language School that the course or any part of it needs to be repeated as a direct result of:
   a) death, **Bodily Injury** or illness to a **Close Relative** making it necessary for the **Beneficiary** to return to their **Home** or,
   b) **Bodily Injury** or illness to the **Beneficiary** which strictly necessitates absence from the course.

# How to make a complaint

**We** aim to provide a high level of service and pay claims fairly and promptly under the terms of this **Group Policy**.

If the **Group Policyholder** and/or a **Beneficiary** are unhappy with any aspect of **Our** service, please contact, in the first instance the person who originally dealt with the enquiry. Alternatively the **Group Policyholder** or a **Beneficiary** can contact **Us** by:

By Post: The Compliance Officer
Howden UK Brokers Limited
Unit 2 Des Roches Square
Witney
OX28 4LE
By Phone: 01732 389915
By Email: Compliance@howdeninsurance.co.uk

If **We** have given the **Group Policyholder** or a **Beneficiary Our** final response and they remain dissatisfied they have the right to ask the Financial Ombudsman to review their case. The Ombudsman can be contacted at the following address:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR
United Kingdom
Telephone: 0800 023 4567 or
From outside the UK: +44 20 7964 0500
Fax: 020 7964 1001

Please note the **Group Policyholder** or a **Beneficiary** have six months from the date of **Our** final response in which to refer their complaint to the Ombudsman. Contacting the Ombudsman will not affect their right to take legal action against **Us**

**Financial Services Compensation Scheme**

**We** are covered by the Financial Services Compensation Scheme (FSCS). The **Group Policyholder** and/or a **Beneficiary** may be entitled to compensation from the scheme if **We** cannot meet our obligations. Further information about compensation scheme arrangements can be obtained from the FSCS at www.fscs.org.uk or by contacting the FSCS directly on 0800 678 1100