

# Studentguard + Commercial Personal Accident & Travel Insurance Policy Wording



AmTrust Underwriting  
An AmTrust Financial Company

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## Introduction

Thank you for choosing AmTrust Underwriting Limited.

This Travel and Personal Accident insurance policy sets out the insurance protection in detail.

The premium has been calculated on the basis of the extent of cover **You** as the Policyholder have agreed with **Us** which is specified in the **Schedule**, the information **You** have provided and the declaration **You** have made. Please read the policy and the **Schedule** carefully to ensure that the cover meets the requirements of the **Insured Person(s)** and **You**.

Please take the time to read all these documents to make sure that the cover meets **Your** needs and that **You** understand the terms, exclusions and conditions. Please contact **Your** insurance intermediary if **You** have any questions or if **You** wish to make adjustments.

This policy consists of individual sections. **You** should read this policy in conjunction with the **Schedule** that confirms the sections insured and for any endorsements altering the cover as this gives precise details of the extent of the insurance protection in force.

**You** agree to make available a copy of this policy to any **Insured Person** who is eligible to make a claim under this policy.

This policy is administered by AmTrust Underwriting Ltd, in accordance with the authority granted under a binding authority agreement with **Us**.

## The Contract of Insurance

The policy wording, the information **You** have provided and/or the application form/statement of fact, the policy Schedule, or notice issued by **Us** at renewal and any endorsements together form the contract of insurance between **Us** and **You**, and must be read together.

In return for **You** having paid or agreed to pay the premium, **We** will provide the cover set out in this policy, to the extent of and subject to the terms contained in or endorsed on this policy.

### Important

This policy is a legal contract. **You** must tell **Us** about any material circumstances which affect **Your** insurance and which have occurred either since the policy started or since the last renewal date.

A circumstance is material if it would influence **Our** judgement in determining whether to provide the cover and, if so, on what terms. If **You** are not sure whether a circumstance is material, please ask **Your** insurance intermediary who arranged this insurance. If **You** fail to tell **Us** it could affect the extent of cover provided under the policy.

**You** should keep a written record (including copies of letters) of any information **You** give **Us** or **Your** insurance intermediary when **You** renew this policy.

### **Breach of Term**

**We** agree that where there has been a breach of any term (express or implied) which would otherwise result in **Us** automatically being discharged from any liability, then such a breach shall result in any liability **We** might have under this policy being suspended. Such a suspension will apply only from the date and time at which the breach occurred and up until the date and time at which the breach is remedied. This means that **We** will have no liability in respect of any loss occurring, or attributable to something happening, during the period of suspension.

### **Terms not relevant to the actual loss**

Where there has been non-compliance with any term (express or implied) of this policy, other than a term that defines the risk as a whole, and compliance with such term would tend to reduce the risk of:

- loss of a particular kind, and/or
- loss at a particular location, and/or
- loss at a particular time,

then **We** agree that **We** may not rely on the non-compliance to exclude, limit or discharge **Our** liability under this policy if **You** show that non-compliance with the term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

### **Change of policy cover**

The cover provided by this policy is reviewed annually and **We** may change these on any anniversary of the **Period of Insurance** with the **Policyholder**.

**We** will only amend the premium or terms and conditions of this policy at any other time in order to reflect a change to the **Policyholder's** circumstances, or in the event of a change in the law affecting this policy, e.g. an increase in Insurance Premium Tax or other tax.

## **Who are AmTrust Underwriting Ltd**

AmTrust Underwriting Ltd are authorised and regulated by the Financial Conduct Authority (FCA). **You** can check the FCA registration (firm reference number 306674) by visiting the FCA website at [www.fca.org.uk/register](http://www.fca.org.uk/register) or by calling the FCA on **0800 111 6768**. AmTrust Underwriting Ltd administer this policy on behalf of **Us**, Canopus Managing Agents Limited.

# Important Information

## Choice of Law

In the absence of any agreement in writing to the contrary this policy will be governed by and construed in accordance with the laws in England. Any dispute relating to this policy will be subject to the jurisdiction of the courts of England.

## Financial Services Compensation Scheme (FSCS)

**We** are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **We** cannot meet **Our** obligations. This depends on the type of business and circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit.

Further information is available from the FSCS or **You** can visit their website at [www.fscs.org.uk](http://www.fscs.org.uk).

Contact Details:

Freephone: **0800 678 1100** or **020 7741 410**

(Lines are open Monday to Friday 08.30 to 17.30 excluding public holidays).

Address: Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU.

## Use of Language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

## Data Protection Notice

**We** are the data controller (as defined by the Data Protection Act 2018 and all applicable laws which replace or amend it, including the General Data Protection Regulation) who may collect and process **Your** personal information.

For full details of what data **We** collect about **You**, how **We** use it, who **We** share it with, how long **We** keep it and **Your** rights relating to **Your** personal data, please refer to **Our** Privacy Notice which will be available on **Our** website [www.canopus.com/privacy](http://www.canopus.com/privacy).

If **You** do not have access to the Internet, please write to the Group Data Protection Officer (address below) with **Your** address and a copy will be sent to **You** in the post.

In summary:

**We** may, as part of **Our** agreement with **You** under this contract, collect personal information about **You**, including:

- Name, address, contact details, date of birth and cover required
- Financial information such as bank details
- Details of any claim

**We** will also collect personal information about any additional people who **You** wish to be insured under the policy.

**We** may also collect sensitive personal information about **You**, and any additional people who **You** wish to be insured under the policy, where the provision of this type of information is in the substantial public interest, including:

- Medical records to validate a claim should **You** be claiming for sickness or an accident.

**We** collect and process **Your** personal information for the purpose of insurance and claims administration.

All phone calls may be monitored and recorded and the recordings used for fraud prevention and detection, training and quality control purposes.

**Your** personal information may be shared with third parties which supply services to **Us** or which process information on **Our** behalf (for example, premium collection and claims validation, or for communication purposes related to **Your** cover). **We** will ensure that they keep **Your** information secure and do not use it for purposes other than those that **We** have specified in **Our** [Privacy Notice](#).

Some third parties that process **Your** data on **Our** behalf may do so outside of the European Economic Area ("EEA"). This transfer and processing is protected by EU Model Contracts which aim to provide the equivalent level of data protection to that found in the EU.

**We** will keep **Your** personal information only for as long as **We** believe is necessary to fulfil the purposes for which the personal information was collected (including for the purpose of meeting any legal obligations).

**We** will share **Your** information if **We** are required to by law. **We** may share **Your** information with enforcement authorities if they ask **Us** to, or with a third party in the context of actual or threatened legal proceedings, provided **We** can do so without breaching data protection laws.

If **You** have any concerns about how **Your** personal data is being collected and processed, or wish to exercise any of **Your** rights detailed in **Our** [Privacy Notice](#), please contact

Group Data Protection Officer  
Canopus Managing Agents Limited  
Gallery 9  
One Lime Street  
London EC3M 7HA  
UK  
[privacy@canopus.com](mailto:privacy@canopus.com)  
T + 44 20 7337 3700

# Complaints Procedure

**We** aim to provide excellent service to all **Our** customers although **We** recognise that occasionally things go wrong.

If this happens **We** want to hear about it so **We** can try to put things right. When **You** are making a complaint please make sure **You** are able to quote **Your Policy** details including **Your** policy number, **Your** name and address.

## Making a Complaint

If **You** wish to make a complaint in relation to **Your Policy**, **Our** contact details are:

Complaints, Canopus Managing Agents Limited, Gallery 9, One Lime Street, London EC3M 7HA

Telephone: +44 (0)20 7337 3700

Email: [A&Hcomplaints@canopus.com](mailto:A&Hcomplaints@canopus.com) and [Complaints@canopus.com](mailto:Complaints@canopus.com)

If **We** have responded to **Your** complaint and **You** are still not satisfied, **You** may ask the Complaints Department at Lloyd's to review **Your** complaint (this would not affect **Your** rights to take legal action if necessary). Lloyd's contact details are:

The Complaints Team, Fidentia House, Walter Burke Way, Chatham Maritime, Chatham, Kent, ME4 4RN

Telephone: +44 (0)207 327 5693 Fax: +44 (0)207 327 5225

Email: [complaints@lloyds.com](mailto:complaints@lloyds.com)

Lloyd's Website: [www.lloyds.com/complaints](http://www.lloyds.com/complaints)

## If You Remain Dissatisfied

If **You** are dissatisfied with Lloyd's Final Response, **You** may (if eligible) be able refer **Your** complaint to the Financial Ombudsman Service. **You** must do this within 6 months of receiving Lloyd's Final Response. The Financial Ombudsman Service's contact details are:

Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London, E14 9SR

Telephone: 0800 023 4567 (calls are free from landlines and mobile phones) / 0300 123 9123 (calls to this number cost no more than calls to 01 and 02 numbers) / +44 (0)207 964 0500 (for calls outside the UK)

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

## Financial Services Compensation Scheme (FSCS)

**We** are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **We** cannot meet **Our** obligations. This depends on the type of business and circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. Further information is available from the FSCS or **You** can visit their website at [www.fscs.org.uk](http://www.fscs.org.uk).

Contact Details:

Freephone: 0800 678 1100 or 020 7741 410 (Lines are open Monday to Friday 08.30 to 17.30 excluding public holidays).

Address: Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU.

## Contact details for claims and help

### Services

**Insured Person(s)** can access additional services to help them at a time of need. For **Our** joint protection telephone calls may be recorded and/or monitored.

### Claims Service

**Telephone:** +44(0)844 800 6610  
**Email:** [aulclaims@amtrustgroup.com](mailto:aulclaims@amtrustgroup.com)

Our claims line operates 9 am to 5 pm, Monday to Friday.

Please have your policy number to hand when calling.

### Medical Assistance

**Telephone:** +44(0)203 003 6900

**AmTrust Assistance** will advise on and where appropriate arrange all medical treatment, travel and accommodation covered under Medical and Emergency Travel Expenses.

In the event of a medical emergency **AmTrust Assistance** has experienced multi-lingual staff who will

- Take charge of enquiries 24 hours a day 365 days a year and where necessary contact hospitals and guarantee any necessary fees
- Talk to doctors and hospital staff in their own language
- Ensure medical advisers are consulted at the outset for their views on the possibility of arranging **Repatriation** and the best method of transportation to be adopted.

Provided medical treatment, travel or accommodation has been arranged by the specialist emergency assistance provider **We** will pay all associated costs incurred on behalf of the **Insured Person** for the following

- Making arrangements for the **Insured Person** to travel home and where necessary ensure they are escorted by a medical attendant
- Ensuring assistance is provided upon the **Insured Person(s)** arrival in the **United Kingdom** or other **Country of Residence** following a **Repatriation**
- Making arrangements for the outward and return journeys for the next of kin or other nominated person to visit a sick or injured **Insured Person**
- Assisting in locating and sending drugs if not available locally
- Providing advice on minor ailments.

## Other Emergency Services Provided Whilst Travelling

### Assistance and Guidance whilst travelling

- Assistance with accommodation or travel rearrangements
- A phone home service if there is an emergency.
- A translation and interpretation service if needed.
- On stolen or lost passports, driving licenses air tickets or other travel documents.
- On how to trace luggage with an airline operator if it is delayed or lost.
- On contacting local Embassies or Consulates.
- Information on languages and time zones.
- On transfer of **Money** if required.
- On cancellation of credit cards if lost or stolen with the ability to report loss to the card provider.

Note: There may be charges for some services not funded by this insurance and the **Insured Person** will have to pay these together with travel costs resulting from the advice that is given.

### Advice Before You Travel

**Telephone: +44(0)203 003 6900**

**AmTrust Assistance** can be contacted and will provide advice and information on:

- Visa and entry permits that may need required
- Necessary vaccination and inoculation requirements and where they can be arranged
- What should be taken along on an **Insured Journey** in relation to first aid and health
- Currencies, travellers cheque and current exchange rates
- Languages, time zones and details of countries that will be visited.

## Policy Definitions

Each time **We** use one of the words or phrases listed below, it will have the same meaning wherever it appears in the policy, **Schedule** or endorsement. A defined word or phrase will appear **bold** each time it appears in the policy.

### Accident/Accidental

Shall mean a sudden violent external unforeseen and identifiable event if an **Insured Person** suffers **Bodily Injury** as a result of unavoidable exposure to the elements this will be considered as having been caused by an **Accident**.

### Academic Course

Shall mean any educational course run by the **Policyholder**.

### Accidental Bodily Injury

Injury caused by **Accidental** and/or violent means occurring within 12 months from the date of such **Accident**.

### AmTrust Assistance

The coordinator on **Our** behalf of a range of services in connection with medical, security and other travel assistance supported by a 24-hour helpline supplied by third parties who are contracted by **Us**.

### Appointed Representative

The lawyer or other suitably qualified person:

- (1) appointed by **Us** to act on the **Insured Person(s)** behalf
- (2) nominated by the **Insured Person**.

### Business

Activities directly connected with the business described in the **Schedule**.

### Costs and Expenses

- (1) All reasonable and necessary legal costs charged by the **Appointed Representative** and agreed by **Us**.
- (2) Legal costs which an **Insured Person** has been ordered to pay by a court or other body which **We** have agreed to or authorised.

### Country of Residence

The country which is **the Insured Person's** regular place of abode prior to the commencement of the **Journey**,  
Or  
any country for which the **Insured Person** holds a valid passport.

### Europe

Albania, Andorra, Austria, Belarus, Belgium, Bosnia- Herzegovina, Bulgaria, Canary Islands, Channel Islands, Croatia, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Ireland, Isle of Man, Italy Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Madeira, Mediterranean Islands (including Majorca, Menorca, Ibiza; Corsica; Sardinia; Sicily; Malta, Gozo; Crete, Rhodes and other Greek Islands; Northern and Southern Cyprus), Moldova, Monaco, Montenegro, Morocco, Netherlands, Norway, Poland, Portugal, Romania, Russian Federation (West of Urals), San Marino, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Tunisia, Turkey, Ukraine, **United Kingdom**, Vatican City.

### Excess

The amount of each and every claim that the **Insured Person** must pay as shown in the **Schedule** for the appropriate section of the policy except for a claim for **Medical Expenses** in **European Union** countries where this will be waived where a reduction in cost is obtained using a European Health Insurance Card.

### Hijack

Unlawful seizure or unlawful control of an aircraft or other conveyance in which the **Insured Person** is travelling as a passenger.

### Hospital

Any establishment which is registered or licensed as a full time facility for surgical and medical diagnosis and treatment of injured and sick persons by and under the supervision of a **Qualified Medical Practitioner** continuously providing a 24 hours a day nursing service supervised by State Registered Nurses or nurses with equivalent qualifications and is not primarily a mental institution or a place of rest for the aged, for drug addicts or alcoholics.

## Illness

Any disease medical complaint or medical condition which is not **Accidental Bodily Injury**.

## Incidental Holiday

Trips, other than those organised by the educational establishment: up to a maximum of 14 days in duration

- (1) Outside the **Insured Person's Country of Residence** and within **Europe**
- (2) Involving pre-booked travel or accommodation;
- (3) Devoted entirely to pleasure, rest and relaxation; and
- (4) Taking place directly before or directly after the **Academic Course**
- (5) During the period time over which the **Academic Course** is provided
- (6) or during vacations recognised by the educational establishment

## Insured Journey

Any trip booked or undertaken by an **Insured Person** for the purpose of attending an **Academic Course** with the **Policyholder** in the **United Kingdom** involving travel outside the **Insured Person's Country of Residence** including **Incidental Holiday** travel within **Europe** up to a maximum of 14 days per trip.

## Insured Person(s)

Any person or category of persons shown as being insured in the **Schedule**

## Journey

Any trip described in the **Schedule**

## Legal Proceedings

Legal action for the pursuit of a claim for damages.

## Loss of Hearing

Total and permanent loss of hearing in one or both ears to the extent that the hearing loss is greater than 95 decibels across all frequencies using a pure tone audiogram.

## Loss of Limb(s)

Shall mean in respect of

- (1) an arm – physical severance of all four fingers at or above the metacarpal phalangeal joints (where the fingers join the palm of the hand) and/or
  - (2) a leg – physical severance at or above the level of the ankle (talo-tibial joint)
- and shall also mean permanent total loss of use of an entire hand or arm at or above the metacarpal phalangeal joints (where the fingers join the palm of the hand), or leg at or above the level of the ankle (talo-tibial joint).

## Loss of Sight

Loss of Sight shall mean total and permanent loss of sight, which shall be deemed to have occurred:

- (1) in both eyes when the **Insured Person(s)** name has been added to the register of Blind Persons on the authority of a fully qualified ophthalmic specialist.
- (2) in one eye when the degree of sight remaining after correction is 3/60 or less on the Snellen Scale (which means the **Insured Person** is only able to see at 3 feet that which they should normally be able to see at 60 feet) and **We** are satisfied that the condition is permanent and without expectation of recovery.

## Loss of Speech

Total and permanent loss of speech.

## Money

Coins, bank or currency notes, cheques, postal orders, travellers cheques, travel tickets, luncheon vouchers, petrol or other coupons with a monetary value and credit vouchers which belong to or are under the custody and control of the **Insured Person**.

## Partner

The **Insured Person's**:

- (a) spouse or
- (b) civil partner registered pursuant to the Civil Partnership Act or
- (c) someone of either sex with whom the **Insured Person** has been living as though they were their spouse for at least 3 months.

## Operative Time

The period of time that cover is in force during the **Period of Insurance**, as shown in the policy schedule and relevant to each section of cover.

## Period of Insurance

The period beginning with the effective date and ending with the expiry date as shown in the policy schedule and any other period for which We have accepted Your premium.

## Permanent Total Disablement

Any permanent disablement other than

- (a) **Loss of Hearing**
- (b) **Loss of Limb**
- (c) **Loss of Sight**
- (d) **Loss of Speech**

which lasts without interruption for more than 12 months from the date of **Accident** and in all probability shall continue for the remainder of the **Insured Person(s)** life that will prevent the **Insured Person** from engaging in or giving attention to **Business** profession or occupation of any and every kind.

## Personal Belongings

Items other than **valuables** which are the property of the **Insured Person** or property for which they are personally responsible and which are taken on or acquired during an **Insured Journey**.

## Prospects of Success

In respect of all claims it is always more likely than not that an **Insured Person** will

- (1) recover damages or obtain any other legal remedy which **We** have agreed to
- (2) make a successful appeal or defence of an appeal.

Prospects of Success will be assessed by **Us** or an **Appointed Representative** on **Our** behalf. Consent will be given if legal opinion considers the prospect of success is more than 50% and that the amount of damages/ compensation will be more than the costs of pursuing a claim.

## Public Conveyance

An air, land or water vehicle operated under licence for the transportation of fare-paying passengers.

## Qualified Medical Practitioner

A doctor or specialist who is registered or licensed to practise medicine under the laws of the country they practise in other than an **Insured Person**, **Insured Person(s) Partner**, a member of the immediate family of the **Policyholder** or **Insured Person** or an employee of the **Policyholder**.

## Repatriation

With prior approval from **Our** specialist emergency assistance provider and due solely to medical reasons, the return of the **Insured Person** to the **United Kingdom**

Or  
The **Insured Person(s) Country of Residence** by normal scheduled airlines or by an air ambulance or other suitable means of transport.

## Schedule

The document which specifies details of the **Policyholder**, **Insured Persons**, **Operative Time** and any **Excess**, Endorsements and Conditions applying to the policy.

## Strike

Any form of industrial action taken by workers which is carried on with the intention of preventing, restricting, or otherwise interfering with the production of goods or the provision of services.

## United Kingdom

For the purposes of this policy means England, Scotland, Wales and Northern Ireland.

## Valuables

Cameras and other photographic equipment, telescopes and binoculars, audio/video equipment (including radios, cassette/compact disc players, iPods, mp3 and mp4 players, camcorders, DVD, video, televisions, and other similar audio and video equipment), mobile phones, satellite navigation equipment, computers and computer equipment (including PDA's, personal organisers, laptops, notebooks, netbooks, tablets and the like), computer games equipment (including consoles, games and peripherals) jewellery, watches, furs, precious and semi-precious stones and articles made of or containing gold, silver or other precious metals.

## War

War, invasion, act of a foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.

## We/Us/Our

Canopus Managing Agents Limited whose registered office is Gallery 9, One Lime Street, London EC3M 7HA, is authorised by the Prudential Regulation Authority and regulated by Financial Conduct Authority and the Prudential Regulation Authority. Firms Reference Number 204847.

## Winter Sports

Any outdoor winter pursuits or sports including, the following:

- Skiing (including skiing outside the area of the normal compacted snow or ski slope i.e. off-piste)
- Tobogganing
- Snow boarding
- Ice skating
- Ski or ski bob racing
- Mono skiing
- Ski jumping
- Ski boarding
- Ice hockey
- Use of bobsleighs or skeletons.

## You/Your/Policyholder

The persons, companies, partnerships or unincorporated associations, named in the **Schedule** as the **Policyholder**.

# Section 1 Cancellation, Curtailment or Change of Itinerary

## Cover

If during the **Period of Insurance** as a direct and necessary result of any cause outside of the control of the **Policyholder** and the **Insured Person**:

### A Cancellation

Any **Insured Person** is forced to cancel an **Insured Journey**

**We** will reimburse **You** or the **Insured Person** for all non returnable or irrecoverable deposits advance payments and other charges paid or due to be paid by **You** or the **Insured Person** for travel and accommodation in respect of the **Insured Journey** up to the Cancellation sum insured, less the **Excess**, shown in the **Schedule**

### B Curtailment

Any **Insured Person** is forced to curtail an **Insured Journey** and return to the **United Kingdom** or their normal **Country of Residence**

**We** will reimburse **You** or the **Insured Person** up to the Curtailment sum insured, less the **Excess**, shown in the **Schedule** for all non returnable or irrecoverable deposits advance payments and other charges paid or due to be paid by **You** or the **Insured Person** for travel and accommodation in respect of the **Insured Journey**

and

the reasonable additional cost of travel and accommodation necessarily incurred to return the **Insured Person** to the **United Kingdom** or their normal **Country of Residence**

or

### C Change of Itinerary

Following departure, any **Insured Person** is forced to alter pre-booked travel arrangements in connection with an **Insured Journey**

**We** will reimburse **You** or the **Insured Person** for the reasonable additional costs of travel and accommodation necessarily incurred to enable the **Insured Person** to continue that **Insured Journey** up to the Change of Itinerary sum insured, less the **Excess**, shown in the **Schedule**

subject to a maximum payment in the aggregate as specified in the **Schedule** in respect of any one incident for Cancellation, Curtailment or Change of Itinerary.

## Extensions

### (i) Travel Delay and Abandonment

If during a **Period of Insurance** an **Insured Person** is delayed for at least 12 hours from the scheduled departure time (as shown on the travel ticket) of the outbound **Journey** from the **Country of Residence** or the return **Journey** to the **Country of Residence** because the scheduled departure of a **Public Conveyance** is delayed due to a **Strike** or industrial action, adverse weather conditions, traffic flow congestion, mechanical breakdown or structural defect **We** will pay the benefit amount of

#### Travel Delay

1. £20 for the first 12-hour delay and then £20 for each full 12-hour of delay thereafter up to £1,000 or the cost of the **Journey**, whichever is lesser

or

#### Abandonment

2. Up to £7,500 less the **Excess** if the **Insured Person** abandons his/her **Journey** after a delay of at least 12 hours of the scheduled departure time from the **Country of Residence**.

### (ii) Missed Departure Additional Travel & Accommodation

If during a **Period of Insurance** as a result of the failure of a **Public Conveyance** due directly to a **Strike** or industrial action, adverse weather conditions, traffic flow congestion, default or financial failure or mechanical breakdown an **Insured Person** misses the international departure of **such Public Conveyance** on which the **Insured Person** is booked to travel from the **Country of Residence** at the commencement of the **Insured Journey**

or

the initial point of departure at the end of the **Journey**,

**We** will indemnify the **Policyholder** in respect of reasonable additional travel and accommodation expenses incurred to reach the scheduled destination up to £1,000 for any one **Journey**, provided that:

- (1) such travel is of a standard no greater than the class of transport on the outbound **Journey** and
- (2) the standard of accommodation is up to but not superior to that in which the **Insured Person** was or would have been staying during the course of the **Journey**.

## Section 2 Course Fees

### Cover

If during the **Period of Insurance** as a direct and necessary result of:

- a) the death, serious injury, sudden **Illness** or complications of pregnancy (as diagnosed by a **Qualified Medical Practitioner** who specialises in obstetrics) of **the Insured Person**, or the **Insured Person's Partner**, mother, father, daughter, son, sister or brother
- b) the **Insured Person** being subject to, jury service, subpoena or **Hijack** of the conveyance on which the **Insured Person** is travelling
- c) cancellation or curtailment of scheduled public transport services consequent upon **Strike**, riot or civil commotion
- d) the **Insured Person's** residence or business premises being rendered uninhabitable within 7 days of commencement of the planned **Journey** or
- e) the **Insured Person's** presence being required by the Police following burglary or attempted burglary at the **Insured Person's** residence or business premises,
- f) a **Natural Disaster**

the **Insured Person** is forced to cancel any part of an **Academic Course** prior to the commencement of that **Journey**; or curtail or alter the itinerary of any part of an **Academic Course** during the course of that **Journey**; **We** will indemnify the **Policyholder** up to the sum insured, less the **Excess**, shown in the **Schedule** for any irrecoverable pre-paid college, university or language school course fee which the **Insured Person** has to pay or is contracted to pay.

### Conditions applicable to Course Fees Section

- (1) The **Insured Person** must obtain a medical certificate from a **Qualified Medical Practitioner** and prior approval of **Our** specialist emergency service provider to confirm the necessity to return home prior to Curtailment of the **Journey**.
- (2) If the **Insured Person** fails to notify the travel agent, tour operator or provider of transport / accommodation immediately it is found necessary to cancel the **Journey** **Our** liability shall be restricted to the cancellation charges that would have applied had failure not occurred.
- (3) If the **Insured Person** cancels the **Journey** due to Incidental **Illness** or **Accidental Bodily Injury** the **Insured Person** must provide a medical certificate from a **Qualified Medical Practitioner** stating that this necessarily and reasonably prevented the **Insured Person** from travelling.
- (4) The **Insured Person** must provide invoice and receipts for unused course fees, charges or expenses claimed for.
- (5) The **Insured Person** must provide written confirmation from the college, university or language school that rearrangement of the course or any part of it has been considered and is not suitable for any future date.

## Section 3 Medical Expenses

### Cover

In the event of the **Insured Person** sustaining **Accidental Bodily Injury** or contracting an **Illness** during the course of an **Insured Journey** during the **Period of Insurance** **We** will pay up to the sums insured, less the **Excess**, shown in the **Schedule** for the cover items noted below:

#### A Medical Expenses

For reasonable and necessary emergency medical, surgical, **Hospital** or nursing home charges or fees, including the cost of rescue services and levied by the National Health Service within the **United Kingdom** or outside the **Insured Persons Country of Residence** and outside the **United Kingdom**.

Including

- 1) Cost of rescue services
- 2) Emergency optical expenses
- 3) Complications of pregnancy as diagnosed by a **Qualified Medical Practitioner** who specialises in obstetrics provided that if travelling between 28 - 35 (inclusive) weeks the **Insured Person** provides a medical certificate - which must be dated no earlier than 5 days before the outbound travel date - issued by a doctor or midwife confirming the number of weeks of pregnancy and that they are fit to travel.

##### A1 Emergency Dental Pain Relief Treatment

Emergency dental treatment incurred by an **Insured Person** during an **Insured Journey** for the relief of pain and discomfort only.

##### A2 Emergency Mental Health Treatment

Emergency medical treatment incurred by an **Insured Person** during an **Insured Journey** which is required to alleviate the sudden and naturally occurring symptoms associated with an episode of severe emotional or physical distress and which arises as a result of anxiety stress, depression or any phobia or mental or nervous disorder.

#### B Emergency Repatriation Expenses

Upon the advice of **Our** specialist emergency service provider for the **Repatriation** of the **Insured Person** to their **Country of Residence** including reasonable and necessary costs incurred in repatriating the **Insured Person** to the most suitable **Hospital** or to the **Insured Person's** home address in **their Country of Residence** provided that such **Repatriation** is medically necessary and organised by **Our** specialist emergency service provider.

#### C Supplementary Travel and Accommodation Expenses

- 1) For reasonable and necessary costs for the travel and accommodation expenses of the **Insured Person** incurred in returning to their **Country of Residence**.
- 2) For travel and accommodation of up to two relatives or friends of **the Insured Person** who on medical advice from a **Qualified Medical Practitioner** are advised to travel to or remain with the **Insured Person**. For the purposes of this extension Accommodation shall mean accommodation of a standard up to but not exceeding that in which the **Insured Person** was or would have been staying during the course of the **Journey**.
- 3) For funeral expenses incurred in the burial or cremation of the **Insured Person** outside the **Country of Residence**.
- 4) In transporting the **Insured Person's** body or ashes for burial in the **Country of Residence** (excluding funeral and interment costs in the **Country of Residence**)
- 5) In transporting the **Insured Person's Personal Belongings** (as defined in the **Personal Belongings** Section) back to the **Country of Residence**.

#### D Hospital Visitor Expenses

If during a **Period of Insurance** the **Insured Person** becomes hospitalised in their country of study, beyond a 10 mile distance from their normal place of study, **We** will pay the cost of transporting any person who has the **Policyholders** consent to be covered by this policy to visit an **Insured Person**. This is payable in addition to any other claimable expense.

#### E Additional Supplementary Care

If during a **Period of Insurance** the **Insured Person** becomes incapacitated as a result of **Bodily Injury**, **We** will pay up to 5% of the total benefit claimed for reasonable costs incurred by the **Policyholder**, whilst the **Insured Person** is in a period of recovery and requires an additional carer as well as transport to and from an **Insured Persons** place of residence in the **United Kingdom** to an address of the **Policyholder**.

Where **Bodily Injury** does not result in a claim under **Medical Expenses** but assistance is required for the **Insured Person** to travel from an **Insured Persons** place of residence in the **United Kingdom** to an address of the **Policyholder**, **We** will reimburse the costs incurred following **Bodily Injury** of the **Insured Person** up to a maximum of £250.

### Conditions applicable to Medical and Emergency Repatriation Expenses Section

- (1) The **Insured Person** must contact **AmTrust Assistance** if the **Insured Person** requires in-patient **Hospital** treatment or **Emergency Repatriation** otherwise **We** may not be able to reimburse the costs incurred.
- (2) If **We** incur costs as a result of advice or assistance being provided or the settlement of any expenses being made in good faith by the specialist emergency assistance provider to any person who is not insured under this policy, **You** shall reimburse **Us** in respect of such costs and expenses.

## Section 4 Personal Belongings

### Cover

In the event of the **Insured Person** suffering loss of or damage to **Personal Belongings** during an **Insured Journey** during the **Period of Insurance** **We** will indemnify the **Insured Person** in respect of such loss or damage up to the **sum insured**, less the **Excess**, shown in the **Schedule**

Provided that the maximum amount payable in respect of any one unspecified item will be £250.

### Conditions applicable to Personal Belongings Section

- (1) The **Insured Person** shall take all reasonable care in avoiding any loss or damage to their **Personal Belongings**.
- (2) **We** shall be entitled in the event of a loss and at **Our** sole option to replace any article lost (whether wholly or in part) or to reimburse the **Insured Person** not exceeding in any event the insured value thereof.
- (3) Any amount paid for Temporary Loss will be deducted from any subsequent payment for total loss or subsequent damage where the Temporary Loss becomes Permanent.
- (4) The **Insured Person** must retain any damaged articles for **Our** inspection. **We** shall be entitled to take up and keep possession of any damaged property and to deal with as salvage following such damage.

### Extension

#### A. Delayed Baggage

If during a **Period of Insurance** all or part of an **Insured Person's Personal Belongings** are lost or temporarily mislaid for more than 12 hours during any stage (other than the final return stage to the **Country of Residence**) of a **Insured Journey** **We** will reimburse the **Policyholder** up to the sum insured shown in the **Schedule** which has been paid for the purchase of essential items of replacement clothing or toilet requisites.

Any amounts paid under this Extension will be deducted from any subsequent amounts payable under **Personal Belongings** in respect of the same loss.

### Optional extension

#### B. Valuables

(only included if shown as "Insured" on Schedule of Benefits)

If during a **Period of Insurance** an **Insured Person** sustains loss of or damage to **Valuables** during an **Insured Journey**, **We** will pay the **Policyholder**, on behalf of the **Insured Person**, in respect of such loss or damage up to the sum insured, less the **Excess**, shown in the **Schedule** in total for any one **Insured Journey**.

## Section 5 Money

### Cover

In the event of the **Insured Person** suffering the loss or theft of **Money** during the course of an **Insured Journey** during the **Period of Insurance**

or

occurring during the 120 hours immediately prior to such **Journey** or the 120 hours immediately following such **Journey** if obtained for the purposes of undertaking the **Insured Journey** and in the custody and control of the **Insured Person**.

**We** will indemnify the **Insured Person** in respect of such loss up to the sum insured, less the **Excess**, shown in the **Schedule**.

Provided that the maximum amount payable in respect of coins, bank or currency notes will be £100.

### Extensions

#### A. Fraudulent Use of Credit Cards

If the **Insured Person** sustains financial loss as a direct result of a credit charge debit or bankers card being lost or stolen during an **Insured Journey** and it being fraudulently used by someone other than the **Insured Person**, **We** will indemnify the **Insured Person** for such loss up to sum insured, less the **Excess**, shown in the **Schedule** for any one **Insured Journey** provided that the **Insured Person** has fully complied with all terms and conditions under which such card has been issued.

#### B. Emergency Replacement of Passport and other Documents

If the **Insured Person** sustains loss of or damage resulting in any travel documents, passport and / or visa driving licence required for an **Insured Journey** becoming void during the course of the **Insured Journey**, **We** will indemnify the **Insured Person** in respect of any fees charged including those charged by the including those charged by the appropriate consular visa and/or passport office and for any additional travel or accommodation expenses in obtaining any official or temporary travel documents or replacement visa and/or passport up to sum insured, less the **Excess**, shown in the **Schedule** for any **Insured Journey**.

## Section 6 Personal Liability

### Cover

**We** will indemnify the **Insured Person** up to the Limit of Indemnity shown in the **Schedule** for sums which the **Insured Person** shall become legally liable to pay as damages and the **Insured Person(s)** proper costs and expenses in respect of **Accidental** death or **Accidental Bodily Injury** to any other person or accidental loss of or damage to material property of any other person.

All costs and expenses incurred with **Our** written consent in respect of any claims against the **Insured Person** shall be payable in addition notwithstanding that **Our** total liability does not exceed the Limit of Indemnity shown in the **Schedule**.

### Conditions applicable to Personal Liability Section

- (1) The **Insured Person** shall give immediate notice to **Us** of any occurrence for which there may be liability under this policy and shall provide **Us** with such particulars and information as **We** may require and shall forward to **Us** immediately on receipt every letter, writ, summons and process and shall advise **Us** in writing immediately the **Insured Person** has knowledge of any impending prosecution inquest or fatal inquiry in connection with the said occurrence.
- (2) The **Policyholder** and any **Insured Person** must not admit any liability or pay, offer to pay or negotiate any claim without **Our** prior written consent.
- (3) **We** shall be entitled at **Our** discretion to take over and conduct in the name of the **Insured Person** the defence or settlement of any claim and to prosecute at **Our** own expense and for **Our** own benefit any claim for indemnity or damages against any other person(s) and the **Insured Person** shall give all information and assistance required.
- (4) **We** may at any time at **Our** sole discretion pay to the **Insured Person** a sum equal to the Limit of Indemnity for Personal Liability stated in the **Schedule** in respect of any occurrence or any lesser sum(s) for which the claim or claims arising from such occurrence can be settled and **We** shall not be under any further liability in respect of that occurrence except for the payment of costs and expenses of litigation incurred prior to such payment.
- (5) In the event of a claim or series of claims resulting in the liability of the **Insured Person** to pay a sum in excess of the Limit of Indemnity for Personal Liability stated in the **Schedule** **Our** liability for such costs and expenses shall not exceed an amount being in the same proportion as **Our** payments to the **Insured Person** bear to the total payment made by or on behalf of the **Insured Person** in settlement of the claim or claims.
- (6) **Our** liability under Personal Liability for all damages payable by the **Insured Person** to any claimant or number of claimants in respect of any one occurrence or all occurrences of a series arising out of one original cause shall not exceed the Limit of Indemnity shown in the **Schedule**.

## Section 7 Overseas Legal Expenses

### Cover

**We** will negotiate on the **Insured Person(s)** behalf up to the sum insured shown in the **Schedule** for legal rights to bring **Legal Proceedings** to pursue a civil claim resulting from an incident, for which the **Insured Person** is not at fault which causes the death of or personal injury to an **Insured Person** during an **Insured Journey**, provided that

- (1) the insured incident occurs during the **Period of Insurance**
- (2) **Prospects of Success** exist for the duration of the claim
- (3) in respect of any appeal or defence of an appeal, it has been reported to **Us** at least 10 working days prior to the deadline for any appeal
- (4) the maximum amount **We** will pay for **Costs and Expenses** for any one **Insured Person** in respect of any or all claims arising from one cause is £25,000
- (5) an **Insured Person** or their legal representative reports an insured incident as soon as possible and in any event no later than 180 days after the date the **Insured Person** knew or should have known about the insured incident and the **Insured Person** adheres to the following

### An Insured Person(s) Duty

An **Insured Person** must report an insured incident the incident that is expected to give rise to a claim to **Us** as soon as possible and in any event no later than 180 days after the date the **Insured Person** knew or should have known about the incident.

### Legal Representation

- (a) On acceptance of a claim, if appropriate, **We** will appoint an **Appointed Representative**.
- (b) If it is necessary to start court proceedings or there is a conflict of interest, the **Insured Person** is free to nominate an **Appointed Representative** by sending to **Us** the name and address of the suitably qualified person.
- (c) If **We** do not agree to the choice of **Appointed Representative** under (b) above, the **Insured Person** may choose another suitably qualified person.
- (d) If there is still a disagreement with regard to the **Appointed Representative**, **We** will ask the president of a relevant national law society to choose a suitably qualified person to represent the **Insured Person**. **We** and the **Insured Person** must accept such choice.
- (e) In all other circumstances **We** will be free to choose an **Appointed Representative**.
- (f) An **Appointed Representative** will be appointed by **Us** and represent the **Insured Person** according to **Our** standard terms of appointment (which may include a 'no win no fee' agreement). The **Appointed Representative** must co-operate with **Us** at all times.

### Our Rights and the Insured Person(s) Obligations

- (a) **We** will have direct access to the **Appointed Representative** who will, upon request, provide **Us** with any information or opinion on the claim.
- (b) The **Insured Person** must co-operate fully with **Us** and the **Appointed Representative** and must keep **Us** up-to-date with the progress of the claim.
- (c) At **Our** request the **Insured Person** must give the **Appointed Representative** any instructions that **We** require.
- (d) The **Insured Person** must notify **Us** immediately if anyone offers to settle a claim or makes a payment into court.
- (e) If the **Insured Person** does not accept the recommendation of the **Appointed Representative** to accept a reasonable offer or payment into court to settle a claim, **We** may refuse to pay further **Costs and Expenses**.
- (f) No agreement to settle on the basis of both parties paying their own costs is to be made without **Our** prior approval.

### Discontinuance of a Claim

If the **Insured Person**

- (a) settles a claim or withdraws a claim without **Our** prior agreement
- (b) does not give suitable instructions to the **Appointed Representative**
- (c) dismisses an **Appointed Representative** without **Our** prior consent

the cover **We** provide will end immediately and **We** will be entitled to re-claim from the **Insured Person** any **Costs and Expenses** **We** have incurred.

### Recoveries

The **Insured Person** must take every available step to recover **Costs and Expenses** that **We** have to pay and **You** must pay **Us** any **Costs and Expenses** that are recovered.

### Disputes

If any difference arises between **Us** and the **Insured Person** in respect of the acceptance, refusal, control or handling of any claim under this section, the **Insured Person** can take the steps outlined in **Our** complaints procedure stated under **Our** Promise of Service.

### Arbitration

The **Insured Person** has the right to refer any difference that arises between **Us** and the **Insured Person** in respect of the acceptance, refusal, control or handling of any claim under this section to arbitration, which will be decided by counsel chosen jointly by **Us** and the **Insured Person**. If there is a disagreement with regard to the choice of counsel, **We** will ask the president of a relevant national law society to choose a suitably qualified person. The arbitrator's decision shall be final and binding on both parties. All costs for resolving the difference will be met by the party whom the decision is made against.

## Section 8 - Personal Accident

### Cover

We will pay the sum insured shown in the **Schedule** for **Accidental Bodily Injury** to an **Insured Person** occurring during the **Period of Insurance** which within 24 months of the date of the **Accident** solely directly and independently of any other cause results in any of the benefits listed below

- **Death**
- **Loss of Limb(s)**
- **Loss of Sight**
- **Loss of Hearing**
- **Loss of Speech**
- **Permanent Total Disablement**

The amount payable to the **Insured Person** shall be the amount as stated in the **Schedule** for that category of **Insured Person**.

### Extensions

#### Permanent Partial Disablement

In the event of an **Insured Person** suffering permanent disablement as a direct result of **Accidental Bodily Injury**, We will pay a percentage of the benefit provided for **Permanent Total Disablement** depending on the degree of permanent disablement.

Benefits for specific disabilities are:

Permanent severance or permanent and total loss of use of

Intellectual Capacity	100%
The back or spine below the neck with no damage to the spinal Cord	40%
The neck or cervical spine with no damage to the spinal Cord	30%
A shoulder elbow or wrist	25%
A hip knee or ankle	20%
A thumb	30%
A forefinger	20%
Any finger other than a forefinger	10%
A big toe	15%
Any other toe	5%

Any permanent disability which is not covered by **Loss of Limbs Sight Hearing** or **Speech** or any of the benefits above up to a maximum 100% of the benefits above up to a maximum 100% of the **Permanent Total Disablement** benefit.

Any permanent disability under this item will be assessed by considering the severity of the disablement in conjunction with the stated percentages for specific types of permanent disablement stated above. The occupation of the **Insured Person** will not be taken into consideration during this assessment.

When more than one form of **Permanent Partial Disablement** results from **Accidental Bodily Injury** the percentages will be added together but We will not pay more than 100% of the **Permanent Total Disablement** in total

If a claim is made for **Loss of Limbs Sight Hearing** or **Speech** then a claim for **Permanent Partial Disablement** cannot also be made

#### Disappearance

If an **Insured Person** has been missing for a period of 180 consecutive days during an **Insured Journey** and there is sufficient evidence to support the conclusion that death has been caused by **Accidental Bodily Injury**, such **Insured Person** will be presumed to have died.

However We will require the benefit to be repaid any benefit if the **Insured Person** is found to have been alive or is found alive.

# Policy Conditions

All of the following Policy Conditions apply to each Section of the policy.

## Premium Adjustment

It has been agreed that the Premium has been based on estimated numbers and is adjustable and the **Policyholder** shall within 30 days of the end of the **Period of Insurance** provide the actual numbers to **Us** and the premium will be adjusted accordingly.

## Benefit Limits

### 1. Payment of Benefit

**We** will not pay under more than one of the benefits listed below in connection with the same **Accident** for the same **Insured Person**.

**Loss of Limb, Loss of Sight, Loss of Speech or Loss of Hearing Permanent, Total Disablement, Permanent Partial Disablement.**

After payment has been made for

**Loss of Limb, Loss of Sight, Loss of Speech or Loss of Hearing Permanent Total Disablement, Permanent Partial Disablement**

no further payments shall be made by **Us** in respect of that **Insured Person** during the current **Period of Insurance**.

### 2. Payment of Permanent Total Disablement

Benefit in respect of **Permanent Total Disablement** will be payable after the expiry of 52 consecutive weeks disablement and on certification that disablement is permanent and without expectation of recovery by a medical examiner appointed by **Us**.

It is the duty of the **Insured** or **Insured Person** to inform **Us** if any claim payment does exceed these limits. Payment will be proportionately reduced until these limits are not exceeded.

### 3. Maximum Benefit

The maximum amount shown in the **Schedule** payable for any **Insured Person** for all **Accidental Bodily Injury** arising from any one **Accident**.

### 4. Minors

If the **Insured Person** is under the age of 16 at the date of the **Accident** giving rise to a claim the maximum amount payable for Death will be £5,000.

### 5. Accumulation Limit

The maximum **We** will pay in respect of all benefits under this policy in aggregate in respect of all **Insured Persons** involved in the same **Accident** shall not exceed the Maximum Accumulation Limit stated in the **Schedule** and individual benefits shall where necessary be reduced proportionally until the total aggregate of individual benefits does not exceed the Maximum Accumulation Limit.

## Alteration of Insured Risk

1) If:

- (a) there has been any alteration to the **Business** and/or the occupation or pursuits of any **Insured Persons** after the effective date of this insurance which increases the risk of loss, liability, destruction, damage, **Accident** or injury  
or
- (b) **Your** interest ceases except by will or operation of law

**We** will at **Our** option avoid the policy from the date of such alteration or when **Your** interest ceases, unless **We** accept the alteration.

2) An **insured person** has no right to alter this policy and the cover or benefits provided, only the right not to be included.

## Assignment

The **Insured Person** may not assign the benefits under this policy. **We** shall not be bound to accept or be affected by any notice of any trust charge lien purported assignment or other dealing with or relating to this policy.

## Cancellation

**We** reserve the right to retain the **Premium** where claims have occurred in the **Period of Insurance** when cancellation takes place.

- (a) The **Policyholder** and **Insured Persons** may not cancel this policy at any time.
- (b) An **Insured Person** may withdraw from the cover provided by this policy at any time by giving notice to the **Policyholder**.  
No refund of Premium will be payable.

- (c) **We** may also cancel this policy at any time by sending not less than 30 days' notice in writing to the **Policyholders** last known address.  
If the policy is cancelled under (b) above, **We** will refund part of the premium for the unexpired period, which will be calculated on **Our**, then current, short period rating basis, and provided that there have been no
- (i) claim(s) made under the policy for which **We** have made a payment
  - (ii) claim(s) made under the policy which are still under consideration
  - (iii) incident(s) which **You** are aware of and which are likely to give rise to a claim which has yet to be reported to **Us** during the current **Period of Insurance**.
- (d) **We** will cancel this policy from the inception date if the premium has not been paid. Such cancellation will be confirmed in writing by **Us** to **Your** last known address.
- (e) All cover for **Insured Persons** will stop 30 days after the date of cancellation and any unused proportion of the premium already paid to **us** in advance will be returned to the **Policyholder**.
- (f) The **Policyholder** is responsible for promptly notifying **Insured Persons** that the policy has been cancelled and for returning any unused premium due.

### Claims Procedure

If in relation to any claim **You** or the **Insured Person** have failed to fulfil any of the following conditions, **You** or the **Insured Person** will lose the right to indemnity or payment for that claim.

**You** or the **Insured Person** must

tell **Us** as soon as practicable of any event or occurrence which may result in a claim and in any event no later than 60 days after the occurrence of such event. . The claim may be rejected if it is made so long after the event that **We** are unable to investigate the claim fully.

- (a) as soon as practicable and at **Your** or the **Insured Person(s)** expense, provide **Us** with a written claim containing as much information as possible of the loss, destruction, damage, **Accident** or injury, including the amount of the claim
- (b) provide **Us** at **Your** or the **Insured Person(s)** own expense with all certificates information and evidence reasonably required by **Us** and in the form and of such nature as **We** may prescribe
- (c) immediately pass to **Us** unanswered, all communications from third parties in relation to any event which may result in a claim under this policy
- (d) not admit or repudiate liability, nor offer to settle, compromise, make payment which may result in a claim or pay any claim under this policy without **Our** written agreement and the **Insured Person** shall
  - i. submit to medical examination at **Our** request in respect of any alleged **Accidental Bodily Injury** where **We** shall pay the fee
  - ii. as soon as possible after the occurrence of any **Accidental Bodily Injury** obtain and follow the advice of a **Qualified Medical Practitioner**.

**We** shall not be liable for any consequences arising due to the **Insured Person(s)** failure to obtain and follow such advice and use such appliance or remedies as may be prescribed.

### Contribution

If at the time of an event giving rise to a claim there is any other insurance policy in force in **Your** or the **Insured Person(s)** name which covers **You** or the **Insured Person** for the same expense loss or liability **We** will only pay a proportion of the claim being determined by reference to the cover provided by each of the relevant policies with the exception of Personal Accident benefits which will be payable in full.

If there is another insurance policy in **Your** name which covers **You** or an **Insured Person** for the same expense or loss provided by **Us**, **We** will pay only once under the most applicable policy for the loss or expense.

### Fraud

If a claim made by **You** or anyone acting on **Your** behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, **We** may:

- (1) refuse to pay the claim,
- (2) recover from **You** any sums paid by **Us** to **You** in respect of the claim,
- (3) by notice to **You** cancel the policy with effect from the date of the fraudulent act without any return of premium.

If **We** cancel the policy under (3) above, then **We** may refuse to provide cover after the time of the fraudulent act. This will not affect any liability **We** may have in respect of the provision of cover before the time of the fraudulent act.

If this policy provides cover to any person other than **You** and a claim made by such person or anyone acting on their behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, **We** may:

- (1) refuse to pay the claim,
- (2) recover any sums paid by **Us** in respect of the claim (from **You** or such person, depending on who received the sums or who benefited from the cover provided),

(3) by notice to **You** and such person cancel the cover provided for such person with effect from the date of the fraudulent act without any return of premium in respect of such cover.

If **We** cancel a person's cover under (3) above, then **We** may refuse to provide cover after the time of the fraudulent act. This will not affect any liability **We** may have under such cover occurring before the time of the fraudulent act.

### **Hijack**

If an **Insured Person** is the victim of a Hijack cover provided by this policy shall continue for a period not exceeding twelve months from the date of **Hijack** to enable the **Insured Person** to complete the original **Journey** or to return to their **Country of Residence**.

### **Identification**

The policy and the **Schedule** will be read as one contract. A particular word or phrase which is not defined in **Bold** will have its ordinary meaning.

### **Interest**

**We** will not pay interest on any claim payable.

### **Non Disclosure, Misrepresentation or Misdescription**

In deciding to accept this policy and in setting the terms and premium, **We** have relied on the information given to **Us**. **You** must take care when answering any questions **We** ask by ensuring that all information provided is accurate and complete. If **You** become aware that information **You** have given us is inaccurate, you must inform your insurance intermediary/broker as soon as practicable.

#### **Non Disclosure, Misrepresentation or Misdescription before this policy was entered into**

If you have breached **Your** duty to make a fair presentation of the risk to **Us** before this policy was entered into, then:

- Where the breach was deliberate or reckless **We** may avoid this policy and refuse all claims, and keep all premiums paid
- Where the breach was neither deliberate or reckless, and but for the breach
  - **We** would not have agreed to provide cover under this policy on any terms, **We** may avoid this policy and refuse all claims, but will return any premiums paid
  - **We** would have agreed to provide cover under this policy but on different terms (other than premium terms), **We** may require that this policy includes such different terms with effect from its commencement, and/or
  - **We** would have agreed to provide cover under this policy but would have charged a higher premium, **Our** liability for any loss amount payable shall be limited to the proportion that the premium **We** charged bears to the higher premium **We** would have charged, as outlined in Schedule 1 to the Insurance Act 2015.

**We** may also cancel the policy as described in the cancellation section of this policy

#### **Non Disclosure, Misrepresentation or Misdescription before a variation was agreed**

If you have breached **Your** duty to make a fair presentation of the risk to **Us** before any variation to this policy was agreed, then:

- Where the breach was deliberate or reckless, **We** may cancel this policy with effect from the date of the variation, and keep all premiums paid;
- Where the breach was neither deliberate nor reckless, and but for the breach:
  - **We** would not have agreed to the variation on any terms, **We** may treat this policy as though the variation was never made, but will return any additional premiums paid
  - **We** would have agreed to the variation but on different terms (other than premium terms) **We** may require that the variation includes such different terms with effect from the date it was made, and/or
  - **We** would have agreed to the variation but would have increased the premium, or would have increased it by more than **We** did or would not have reduced it or would have reduced it by less than **We** did, **Our** liability for any loss amount payable shall be limited on a proportionate basis as outlined in Schedule 1 of the Insurance Act 2015. This condition operates in addition to any provisions relating to underinsurance in this policy.

**We** may also cancel the policy as described in the cancellation section of this policy.

### **Payment of a claim to the Policyholder**

If **We** agree to pay the **Policyholder** a valid claim for cover under this policy that has been arranged or purchased for the direct benefit of an **Insured Person** (other than if an assignment has been agreed), the **Policyholder** agrees to promptly forward any payments received under this policy to that **Insured Person** to the extent that the **Insured Person** has suffered **Bodily Injury**, loss, damage or expense recoverable under this policy or is otherwise entitled to a policy payment either contractually or implied.

The receipt of such payment by the **Policyholder** will discharge **Our** liability to pay any amount directly to the **Insured Person** and our liability under the policy. The **Insured Person** (or their legal representative) has no right to claim or sue **Us**.

### **Policy Age Limit**

Unless otherwise agreed by **Us** and specifically noted in this policy no person over the age of 75 will be covered by this policy.

### Policy Alteration

**We** reserve the right to make changes, add to the policy terms and/or change the premium for this insurance for legal, regulatory or taxation reasons.

### Reasonable Precautions

**You** and the **Insured Persons** must take all reasonable precautions to prevent

- a) loss, destruction or damage to the property insured
- b) **Accident** or injury to any person or loss or destruction of, or damage to, their property and must comply with all legal requirements and safety regulations and conduct the **Business** in a lawful manner.

### Sanctions

**We** will not provide any cover or be liable to pay any claim or provide any benefit under this **Policy** to the extent that this would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, **United Kingdom** or United States of America.

### Subjectivity

At the inception of or during each **Period of Insurance**, the insurance provided by this policy may be subject to **You**

- (a) providing **Us** with any additional information.
- (b) completing any actions agreed between **You** and **Us**.
- (c) allowing **Us** to complete any actions agreed between

**You** and **Us**.

If this is the case, then the **Schedule** will clearly state the information required and the dates **We** require such information by. Upon completion of these requirements (or if they are not completed by the required dates) **We** may, at **Our** option

- (i) modify **Your** premium.
- (ii) amend the terms and conditions of this policy.
- (iii) exercise **Our** right to cancel the policy under the Policy Condition for Cancellation.
- (iv) leave the policy terms, conditions, and premium unaltered.

### The Contracts (Rights of Third Parties) Act 1999

Except for an **Insured Person**, a person who is not a party to this policy may not benefit from it or enforce any of its terms. The Contracts (Rights of Third Parties) Act 1999 does not apply to this policy.

## Policy Exclusions

*This Part of the policy provides details of all Exclusions. Exclusions applicable to all sections of the policy are listed first, followed by Exclusions applicable to each individual section of the policy.*

This policy does not cover:

- (1) any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributory cause or event:
  - a. **War** in the **Insured Person(s) Country of Residence** or secondment.
  - b. any action taken in controlling, preventing, suppressing or in any way relating to 1a above.  
The above exclusion shall be inoperative in the event of **War** being declared whilst the **Insured Person** is actually engaged on an **Insured Journey** abroad.
- (2) the **Insured Person** engaging in any kind of flying other than as a passenger.
- (3) the **Insured Person** engaging in **Winter sports**.
- (4) the **Insured Person** travelling on a motorcycle over 125 cc.
- (5) the **Insured Person** being a full time member of the armed forces of any nation or international authority or a member of any reserve forces called out for permanent service.
- (6) the **Insured Person** committing or attempting to commit suicide or intentionally inflicting self injury.
- (7) the **Insured Person(s)** own criminal act.
- (8) any loss incurred after the expiry of the **Period of Insurance**.
- (9) any loss to any **Insured Person** who is a professional sportsperson or a professional entertainer whilst engaged in such activities.
- (10) any loss incurred during any **Incidental Holiday** trip outside **Europe** or within **Europe** whose duration exceeds 14 days unless such trip has been authorised and organised by the **Policyholder**.

### Section 1 - Cancellation, Curtailment or Change of Itinerary

**We** will not be liable for any claim resulting from:

- (1) the **Insured Person** travelling against or planning to travel against the medical advice of a **Qualified Medical Practitioner** or for the purpose of obtaining medical treatment.
- (2) disinclination to travel or if on an **Insured Journey**, deciding not to continue.
- (3) any costs or charges paid or discharged by the use of promotional vouchers or awards of any description.
- (4) **Your** or an **Insured Person(s)** financial circumstances.
- (5) a **Natural Disaster** other than the cover provided under the optional extension and this extension is shown as being included on the **Schedule**.
- (6) withdrawal from service temporarily or permanently of any means of transport on the orders or recommendation of the manufacturer, the Civil Aviation Authority, National Air Traffic Services, any port authority or similar body in any country except where on the day the **Insured Person** is due to depart such **Insured Person** is prevented from taking their trip due to:
  - (a) airspace being closed for more than 24 hours from the date and time of their scheduled departure, as shown on their ticket/itinerary.
  - (b) an airport or port they are scheduled to travel from or through being closed for more than 24 hours from the date and time of their scheduled departure, as shown on their ticket/ itinerary All claims must be supported by documentary evidence that the **Insured Person** has been unable to obtain a refund from their travel and/or accommodation provider.
- (7) **Strike**, labour dispute or failure of the means of transport (other than disruption of road and rail services by avalanche snow or flood) other than where the departure of any means of transport on which the **Insured Person** is booked to travel is delayed by at least 24 hours unless the delay is due to a **Strike** or industrial action which existed or the possibility of which existed and for which advance warning had been given prior to the date on which the **Insured Journey** was booked.
- (8) **You** or the **Insured Person** violating the laws or regulations of the country in which they are travelling.
- (9) an **Insured Person** failing to check in according to the itinerary provided unless the failure was due to **Strike** or industrial action.
- (10) **You** or the **Insured Person** failing to obtain, hold, produce or maintain the required immigration, work, residence or similar visas permits or documents for the country to which they are travelling.
- (11) evacuation of nationals of the country involved.
- (12) regulations, border restrictions or orders made by any Public Authority or Government.; or any expenses incurred whilst travelling against the advice of any Public Authority of Government if, at the time of booking the **Insured Journey**, such advice was in place.
- (13) any claim where it is subsequently found that the person involved is not an **Insured Person**. Any costs incurred in this event shall be **Your** sole responsibility.
- (14) any circumstance that could have been reasonably foreseen as giving rise to a claim at the time an **Insured Journey** was booked.
- (15) any expenses incurred as the result of the failure to fulfil contractual obligations or financial failure of any transport or accommodation provider, college, university or language school or any agent acting for them or of any agent acting for the **Policyholder** or **Insured Person**.

- (16) additional travel and accommodation expenses where the means of transport and/or accommodation used is of a standard superior to that of the outbound leg of the **Journey**.
- (17) more than a rateable proportion of any expenses which are also recoverable from any other insurance policy which is applicable to the **Insured Person**.
- (18) any irrecoverable pre-paid college, university or language school course fee the **Insured Person** has to pay or is contracted to pay.
- (19) the amount of the **Excess** shown in the **Schedule** of each and every claim for Cancellation, Curtailment, Change of Itinerary.
- (20) loss, charge or expense as a result of a delay in notifying the tour operator, travel agent, or transport or accommodation provider that it is necessary to cancel a booking; or an **Insured Person** deciding not to travel or if on a **Journey** deciding not to continue.
- (21) or in any way caused by:
  - a) Coronavirus disease (COVID-19);
  - b) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
  - c) any mutation or variation of SARS-CoV-2;
  - d) any fear or threat of a), b) or c) above.
- (22) or in any way caused by the Insured Person being in a state of anxiety stress, depression or any phobia or mental or nervous disorder.

### **Travel Delay and Abandonment**

**We** will not be liable for any claim resulting from

- (1) the failure of the **Insured Person** to check in not later than the time indicated by the carriers unless the failure was due to **Strike** or industrial action.
- (2) the failure of the **Insured Person** to obtain written confirmation from the carriers or their handling agents of the number of hours delay and the reason for such delay.
- (3) withdrawal from service temporarily or permanently of any means of transport on the orders or recommendation of the manufacturer, the Civil Aviation Authority, National Air Traffic Services, any port authority or similar body in any country except where on the day the **Insured Person** is due to depart from the **United Kingdom** such **Insured Person** is prevented from taking their trip due to
  - (a) airspace being closed for more than 24 hours from the date and time of their scheduled departure, as shown on their ticket/itinerary,
  - (b) an airport or port they are scheduled to travel from or through being closed for more than 24 hours, from the date and time of their scheduled departure, as shown on their ticket/ itinerary All claims must be supported by documentary evidence that the **Insured Person** has been unable to obtain a refund from their travel and/or accommodation provider.
- (4) the failure of the **Insured Person** to accept alternative equivalent means of transport within the period of delay where this is offered on reasonable terms in lieu of the original mode of conveyance.
- (5) **Strike** labour dispute or industrial action which existed or the possibility of which existed and for which advance warning had been given prior to the date on which the **Insured Journey** was booked.
- (6) delay where compensation is recoverable from the airline or other carrier.
- (7) any circumstance that could have been reasonably foreseen as giving rise to a claim at the time an **Insured Journey** was booked.
- (8) or in any way caused by:
  - a) Coronavirus disease (COVID-19);
  - b) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
  - c) any mutation or variation of SARS-CoV-2;
  - d) any fear or threat of a), b) or c) above.
- (9) or in any way caused by the Insured Person being in a state of anxiety stress, depression or any phobia or mental or nervous disorder.

### **Missed Departure, Additional Travel and Accommodation**

**We** will not pay any claim

- (1) If the **Insured Person** does not make reasonable efforts to get to the International Departure Point from or to the **United Kingdom** for the time specified on the travel tickets.
- (2) as a result of any circumstance that could have been reasonably foreseen as giving rise to a claim at the time an **Insured Journey** was booked.
- (3) resulting from or in any way caused by:
  - a) Coronavirus disease (COVID-19);
  - b) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
  - c) any mutation or variation of SARS-CoV-2;
  - d) any fear or threat of a), b) or c) above.
- (4) resulting from or in any way caused by the Insured Person being in a state of anxiety stress, depression or any phobia or mental or nervous disorder.

## Section 2 - Course Fees

We will not pay for

- (1) any expenses incurred where a **Journey** is booked or undertaken against the advice of a **Qualified Medical Practitioner** or where the purpose of the **Journey** is to receive medical treatment or advice.
- (2) any expenses incurred as the result of the failure to fulfil contractual obligations or financial failure of any transport, accommodation provider, college, university or language school or any agent acting for them or of any agent acting for the **Policyholder** or **Insured Person**.
- (3) any expenses incurred as a result of the failure to obtain, hold, produce or maintain the required immigration, work, residence or similar visas permits or documents for the country to which they are travelling.
- (4) any costs or charges paid or discharged by the use of promotional vouchers or awards of any description.
- (5) any expenses incurred as a result of disinclination of an **Insured Person** to travel or, if on a **Journey**, disinclination to continue.
- (6) more than a rateable proportion of any expenses which are also recoverable from any other insurance policy which is applicable to the **Policyholder** or **Insured Person**.
- (7) any expenses incurred where a **Academic Course** is cancelled as a result of redundancy or resignation of the **Insured Person** or of the termination of the **Insured Person's** employment within 31 days of the commencement of a pre-booked **Journey** or **Academic Course**.
- (8) any expenses incurred as result of adverse changes in the **Policyholder's** or an **Insured Person's** financial circumstances.
- (9) any expenses incurred as a result of a **Natural Disaster** other than the cover provided under the optional extension and this extension is shown as being included on the **Schedule**.
- (10) any expenses incurred as a result of regulations, border restrictions or orders made by any Public Authority or Government.; or any expenses incurred whilst travelling against the advice of any Public Authority of Government if, at the time of booking the **Insured Journey**, such advice was in place.
- (11) **Strike** labour dispute or failure of the means of transport (other than disruption of road and rail services by avalanche snow or flood) other than where the departure of any means of transport on which the **Insured Person** is booked to travel is delayed by at least 24 hours unless the delay is due to a **Strike** or industrial action which existed or the possibility of which existed and for which advance warning had been given prior to the date on which the **Insured Journey** was booked.
- (12) any expenses incurred if the **Policyholder** or **Insured Person** was aware at the time of applying for this Insurance of any reason why the **Journey** should be cancelled or curtailed.
- (13) the amount of the **Excess** shown in the **Schedule**.
- (14) any claim in any way caused by or resulting from:
  - a) Coronavirus disease (COVID-19);
  - b) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
  - c) any mutation or variation of SARS-CoV-2;
  - d) any fear or threat of a), b) or c) above.
- (15) any claim in any way caused by or resulting from the **Insured Person** being in a state of anxiety stress, depression or any phobia or mental or nervous disorder.

## Section 3 - Medical Expenses Emergency Repatriation Expenses and Supplementary Travel and Accommodation Expenses

We will not be liable for any claim resulting from

- (1) medical expenses incurred when the specific purpose of the **Journey** is for the **Insured Person** to receive medical treatment or advice.
- (2) medical expenses arising from an **Illness** which the **Insured Person** is aware of and in respect of which the **Insured Person** is travelling against medical advice or where a terminal prognosis has been given.
- (3) medical expenses incurred whilst on an **Insured Journey** within the **Insured Persons Country of Residence**.
- (4) any expenses incurred 12 months after the date the need for treatment first arises.
- (5) any expenses which are recovered from any other insurance policy or national insurance programme which is applicable to the **Insured Person**.
- (6) dental or optical expenses other than those incurred in providing the minimum treatment necessary to relieve pain and discomfort for the duration of the **Insured Journey**, and then only provided that all routine dental and optical treatment is completed prior to the **Insured Journey**.
- (7) Emergency mental health treatment if the **Insured Person** has been treated for or diagnosed with a mental health condition during the twelve month period prior to the date of booking their **Journey** and/or **Academic Course**.
- (8) surgical or medical treatment which can be reasonably delayed until the **Insured Person's** return to the **Country of Residence**
- (9) medication and/or treatment which at the time of departure is known to be required or to be continued outside the **Country of Residence**.
- (10) the amount of the **Excess** shown in the **Schedule**.
- (11) any expenses incurred which in any way arise from or are attributable to sexually transmitted diseases.
- (12) Private medical expenses in the **United Kingdom** unless cover has been agreed and included by **Us**.

#### Section 4 - Personal Belongings

We will not be liable for any claim resulting from

- (1) breakage of articles of a brittle nature unless caused by an accident to the conveyance in which the article is being carried.
- (2) loss or damage caused by
  - (a) moth or vermin or gradual deterioration, atmospheric or climatic conditions, wear and tear (this does not apply to the loss of or damage to any item resulting from wear and tear to a clasp setting or other fastening to a carrier or container)
  - (b) mechanical or electrical failure or breakdown,
  - (c) any process of cleaning, dying, restoring, repairing or alteration.
- (3) loss of **Money** under this Section.
- (4) Loss of **Valuables** unless cover under this optional extension is shown as being operative.
- (5) loss or damage caused by delay detention or confiscation by order of any Government or Public Authority.
- (6) loss which is not reported to the local police or appropriate authorities within 48 hours of its discovery and a written report obtained (in the case of an airline the Insured Person will need to obtain a property irregularity report).
- (7) loss or damage from pressure in an aircraft cargo hold.
  
- (8) theft or attempted theft of **Personal Belongings or Valuables** from any unattended vehicle unless kept out of sight in a locked boot or compartment or in the case of a hatchback or estate car under a purpose built luggage cover. There must be evidence that the vehicle has been broken into.
- (9) loss of or damage to vehicles their parts or accessories.
- (10) loss of or damage to **Personal Belongings** sent as freight or under a bill of lading.
- (11) loss of or damage to sports equipment (including **Winter Sports** equipment) while in use.
- (12) loss or corruption of or damage to software, information or data contained in any computer, tapes or recording equipment or any cost incurred in repairing or replacing such information, software data computers, tapes or recording equipment
- (13) any items of household furniture household appliances or household equipment.
- (14) loss or damage occurring in the custody of an airline or other transport carrier unless reported immediately upon discovery and in the case of an airline a Property Irregularity Report obtained.
- (15) contact or corneal lenses, dentures, dental caps or crowns, hearing aids or fragile articles, or pedal cycles or laptop computers and sporting equipment whilst in use.
- (16) any article more specifically insured or recoverable under any other insurance.
- (17) the amount of the **Excess** shown in the **Schedule** for each and every claim for **Personal Belongings**. In the event of a claim under both the **Personal Belongings** and **Money** Sections of this policy arising out of a single cause only one **Excess** will apply per **Insured Person**.

#### Section 5 - Money

We will not pay any claim for

- (1) any costs due to delay confiscation by customs or any other authority errors or omissions in receipts or payment or accountancy or depreciation in value.
- (2) any loss which is not reported to the local police or appropriate authorities within 24 hours of its discovery and a written report obtained (in the case of an airline the **Insured Person** will need to obtain a property irregularity report).
- (3) any loss or theft of a credit card, charge card or cash card which results in fraudulent use unless the **Insured Person** has complied with all the terms and conditions under which the card was issued.
- (4) more than £250 in respect of **Money** and credit card misuse in total traveller's cheques unless the loss or theft is reported immediately to the local branch or agent of the issuing company; or if the issuing company provides a replacement service.
- (5) promotional vouchers or awards or any goods or services obtained through the conversion of such vouchers or awards.
- (6) any single loss of Coins bank or currency notes in excess of £100.
- (7) the amount of the **Excess** shown in the **Schedule** of each and every claim for **Money** In the event of a claim under both the **Money** and **Personal Belongings** sections of this policy arising out of a single cause only one **Excess** will apply per **Insured Person**.
- (8) theft or attempted theft of **Money** from any unattended Vehicle unless kept out of sight in a locked boot which is separate from the passenger compartment or locked compartment or in the case of a hatchback or estate car, under a purpose built luggage cover. There must be evidence that the vehicle has been broken into.

#### Section 6 - Personal Liability

We will not be liable for any claim arising from

- (1) any liability in respect of **Accidental** death or **Accidental Bodily Injury** sustained by any member of the **Insured Person(s)** family or any person who is under a contract of service with **You** and which arises out of and in the course of their employment by **You** or liability arising in connection with any **Business** profession or occupation.
- (2) liability for loss of or damage to property belonging to or in the custody or control of the **Insured Person**, their family or of any employee or agent of the **Insured Person**.
- (3) liability arising out of the ownership possession or use by the **Insured Person** of any land or buildings.
- (4) liability arising from the ownership possession or use of any mechanically propelled vehicle, aircraft, hovercraft or watercraft (other than hand propelled watercraft) under the control of the **Insured Person**.
- (5) liability arising out of the use of firearms.
- (6) liability involving animals other than domestic cats and dogs and horses.
- (7) liability assumed by the **Insured Person** by agreement unless such liability would have attached to the **Insured Person** in the

absence of such agreement.

- (8) liability which is the result of any claim resulting from the transmission of any communicable disease or virus.
- (9) liability which is the result of any wilful malicious or unlawful act.
- (10) any punitive or exemplary damages.

#### **Section 7 - Overseas Legal Expenses**

**We** will not pay any claim

- (1) if the **Insured Person** does not keep to the terms, conditions and exceptions under Legal Expenses section.
- (2) where the **Insured Person** is more specifically insured under another policy or in respect of any amount which the **Insured Person** cannot recover from a more specific insurance because the insurer of that insurance refuses the claim.
- (3) relating to the **Insured Person** driving a motor vehicle without a valid licence and/or insurance.
- (4) relating to any **Illness**, death or **Bodily Injury** which develops gradually or is not caused by a specific sudden event.
- (5) arising from Deep Vein Thrombosis (DVT) or its symptoms that result from travelling by air.
- (6) in respect of libel or slander.
- (7) for **Costs and Expenses** incurred prior to **Our** written acceptance of a claim.
- (8) for **Costs and Expenses** which have been incurred by the **Appointed Representative** on a contingency fee basis.
- (9) in respect of any legal action an **Insured Person** takes which **We** have not agreed to or where an **Insured Person** does anything to hinder **Us** or the **Appointed Representative**.
- (10) deliberately or intentionally caused by the **Insured Person** or as a result of the **Insured Person(s)** criminal act.
- (11) for any fines, penalties, compensation or damages which the **Insured Person** is ordered to pay by a court or other authority.
- (12) in respect of an application for judicial review.
- (13) relating to any non-contracting party's rights (other than those of an **Insured Person**) to enforce all or any part of this section. The Contracts (Rights of Third Parties) Act 1999 does not apply to this section for a dispute with **Us** other than as catered for in conditions 6 and 7 Legal Expenses.
- (14) against a tour operator, travel agent, insurer or their agent, a member of the **Insured Person(s)** family, another **Insured Person** under this policy, the **Policyholder** or **Us**.

#### **Section 8 - Personal Accident**

**We** will not pay any claim for **Accidental Bodily Injury** directly or indirectly caused by the **Insured Person** suffering from

- (1) any gradually operating cause.
- (2) any naturally occurring condition or degenerative process.
- (3) Illness or disease (unless resulting directly from Accidental Bodily Injury).

## Optional Extension - Natural Disaster Cover.

(cover only included if shown as “Insured” on Schedule of Benefits)

Additional definition added to the policy applicable to this Natural Disaster extension only:

### **Natural Disaster**

Hurricane, tornado, storm, high water, wind, driven water, tsunami, earthquake, volcanic eruption, landslide, snowstorm or natural fire.

Amendment to the policy Exclusions applicable to this Natural Disaster extension only:

### **Section 1 – Cancellation and Curtailment**

Exclusion 12 is deleted and replaced with the following:

(12) regulations, border restrictions or orders made by any Public Authority or Government.; or any expenses incurred whilst travelling against the advice of any Public Authority of Government if, at the time of booking the Insured Journey, such advice was in place..

This exclusion shall not apply to the cover provided in respect of **Natural Disaster.**

### **Section 2 - Course Fees**

Exclusion 8 is deleted and replaced with the following:

(10) any expenses incurred as a result of regulations, border restrictions or orders made by any Public Authority or Government.; or any expenses incurred whilst travelling against the advice of any Public Authority of Government if, at the time of booking the Insured Journey, such advice was in place.

This exclusion shall not apply to the cover provided in respect of **Natural Disaster.**

Additional conditions applicable to this Natural Disaster extension only under:

### **Section 1 – Cancellation and Curtailment**

### **Section 2 - Course Fees**

(i) The cover provided for **Natural Disaster** will only apply when a recognised government body, acting on behalf of such government, of the country to or from which the **Insured Person** is travelling has issued a directive:

prohibiting all travel to or from

or

recommending evacuation from

the country or specific area or event to which the **Insured Person** was travelling provided that the directive came into force after the **Insured Person** was provided with or purchased this insurance or booked the **Journey** (whichever is the later), or in the case of Curtailment or Alteration to Itinerary, after the **Insured Person** had left the **United Kingdom** or **Country of Residence** to commence the **Journey**.

(ii) The cover provided will only apply when the **Insured Person** is unable to recover their incurred expenses through any other means.

Amendment to the cover applicable to this Natural Disaster extension under:

### **Section 1 – Cancellation and Curtailment**

### **Extensions**

#### **(i) Travel Delay and Abandonment**

#### **(ii) Missed Departure Additional Travel & Accommodation**

The cover specified in the policy for these extensions is extended to include the additional cause of **Natural Disaster**.

**AmTrust Underwriting Ltd**

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