



# HOLIDAY INSURANCE

This policy is for residents of the United Kingdom only

Arranged by:

**Fogg Travel Insurance Services Ltd**

Crow Hill Drive, Mansfield, Notts. NG19 7AE

Tel: 01623 631331 Fax: 01623 420450

Underwritten by:

**Union Reiseversicherung AG**

**Master Policy No.  
ITRFO40077-06 A & B**

Valid only for departures between

**1<sup>st</sup> January 2010 to 31<sup>st</sup> December 2010**

## POLICY INFORMATION

Your insurance is covered under master policy number ITRFO40077-06 A & B specially arranged through Fogg Travel Insurance Services Limited and insured by Union Reiseversicherung AG. Cover is provided for each passenger who is shown as having paid the insurance premium and whose name is shown on the booking invoice. This insurance wording is a copy of the master policy and is subject to the terms, conditions and exclusions of the master policy.

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

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

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

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

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

## AGE LIMITS

This insurance will not cover :

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

## GEOGRAPHICAL AREAS

The geographical limit of this policy is the Isles of Scilly, United Kingdom (excluding the Channel Islands).

## WHERE TO OBTAIN A CLAIM FORM

If you require a claim form please visit [www.foggtravelinsurance.com](http://www.foggtravelinsurance.com) and click on claim forms – You can print or complete the relevant claim form online (once completed and claim number issued by Us a copy will be emailed to You) or alternatively You can contact:

**Fogg Travel Insurance Services Limited**

Crow Hill Drive, Mansfield, Notts. NG19 7AE or telephone : 01623 631331

or by email to [claims@foggtravelinsurance.com](mailto:claims@foggtravelinsurance.com)

in all circumstances you should quote ISLES OF SCILLY, advising the section under which you wish to claim. Normally, if you contacted the emergency assistance service during your trip a claim form will have already been sent to your home.

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

## SUMMARY OF POLICY COVER

### A. PRE-TRAVEL POLICY

Policy section	Maximum benefit	Excesses
1. Cancellation	up to £3,000	£50
Loss of deposit	up to £3,000 (See note 1)	£15

### B. TRAVEL POLICY

Policy section	Maximum benefit	Excesses
1. Departure delay	up to £300	Nil
Delay abandonment	up to £3,000	£50
2. Personal possessions	up to £1,250	£50
Single article/valuable limit	up to £250	
Delayed possessions	up to £150	Nil
3. Personal money	up to £500	£50
Cash limit	up to £250	
Loss of travel documents	up to £200	£50
4. Emergency medical expenses	up to £50,000	£50
Hospital benefit	up to £300 @ £10 per day (See note 1)	Nil
5. Curtailment	up to £3,000 (See note 1)	£50
6. Personal liability	up to £1,000,000	£50*
7. Personal accident	up to £15,000** (See note 2)	Nil
8. Legal advice and expenses	up to £10,000	£100

\* increased to £100 in respect of rented property damage only.

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

### PRE-TRAVEL & TRAVEL POLICY

**Note 1.** Your policy does not provide cover for re-occurring or pre-existing health conditions. If you have ever had a heart or circulatory related problem, a stroke, cancer, any breathing problems, diabetes, or any other health condition which has been treated in hospital or has been referred to a specialist in the last 2 years you should phone Travellers HealthCheck quoting ISLES OF SCILLY on 0845 1300 430 to see if cover is available. We will confirm any special terms in writing. You must also tell us if your health or medication changes between buying this policy and travelling.

### TRAVEL POLICY

**Note 2.** Cover for accidental death is reduced to £3,500 if you are under 16 years of age.

## OUR PLEDGE TO YOU

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

## YOUR RIGHT TO COMPLAIN

We sincerely hope you will not need to complain about your insurance policy or claims settlement. However, if you do wish to complain please forward details of your complaint in the first instance to:

- The General Manager,  
Fogg Travel Insurance Services Limited, Crow Hill Drive, Mansfield, Notts. NG19 7AE

Should you still remain dissatisfied you may then pursue the following options:

- Write to the  
Branch Manager, URV,  
Oast Business Centre, North Frith Farm, Ashes Lane, Hadlow, Kent TN11 9QU  
who will review the claims office decision.

If we are still unable to resolve your complaint you may ask the Financial Ombudsman Service (FOS) to review your case.

- Their address is South Quay Plaza, 183 Marsh Wall, London, E14 9SR .  
Telephone: 0845 080 1800.

## A. PRE-TRAVEL POLICY

### HOW YOUR POLICY WORKS

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

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

### WHEN YOUR COVER STARTS AND ENDS

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

### DISCLOSURE OF MATERIAL FACTS AND PRE-EXISTING HEALTH CONDITIONS

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

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

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

If you have answered 'Yes' to any of the above questions we may be able to offer some cover and may be able to cover your health condition, although an increased premium may be required. To enable us to consider your health condition please contact Travellers HealthCheck quoting ISLES OF SCILLY on 0845 1300 430 to see if cover is available. This will be charged as a local call from wherever you are calling in the United Kingdom. All calls will be treated in the strictest confidence.

3. You must also tell us if:

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

4. You must tell us about the pre-existing medical conditions of anyone travelling with you who is not insured under this policy but who may make it necessary for you to cancel or curtail your trip to find out if we are able to provide cover on their conditions. Your failure to declare these pre-existing medical conditions will mean that you will not be able to claim for any event that is due directly or indirectly to the condition.

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

Your failure to disclose any material facts may mean that your policy will not cover you and it may invalidate it altogether.

We reserve the right to charge an increased premium, decline, withdraw, increase the policy excess, cancel or restrict cover for any person where the facts disclosed are considered unacceptable to us.

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

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

**Please note:**

- We are unable to provide any cover on psychological conditions such as stress, anxiety, depression, eating disorders or mental instability.
- We are unable to provide cover for anything which is a result of a pre-existing medical condition of a close relative or close business associate.

### CHANGE IN MEDICAL CONDITION OR ONGOING MEDICATION

If your health or your ongoing medication changes between the date the policy was bought and the date of travel you should advise Travellers HealthCheck quoting ISLES OF SCILLY on 0845 1300 340 as soon as possible. We will advise you what cover we are able to provide after the date of diagnosis. We reserve the right to charge an additional premium, increase the excess, exclude the condition or withdraw cover if the condition declared makes this necessary.

## DEFINITION OF WORDS

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

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

**Close relative** - means spouse or partner of over six months, parents, grandparents, parents-in-law, brother, sister, child, grandchild, fiancé(e), aunt, uncle, cousin.

**Hazardous activity** - means mountaineering (requiring the use of ropes and/or guides), pot-holing, racing (other than on foot), including any form of winter sports, scuba diving below 9 metres, parachuting, gliding, canyoning, go-karting, hot-air ballooning, rugby, football, any other activity that requires skill and involves increased risk of injury. If you are taking part in any sport not listed above please contact us to ensure you are covered.

**Home** - means one of your normal places of residence in the United Kingdom.

**Insured-person/you/your** - means any person named in the booking invoice and provided that the appropriate insurance premium has been paid.

**Material fact** - a piece of important information that would increase the likelihood of a claim under your policy.

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

**Redundancy** - means being an employee where you or, for students under the age of 23 in full time education, your parents qualify under the provision of the Employment Rights Act 1996, and who, at the date of termination of employment by reason of redundancy, has been continuously employed for a period of two years or longer and is not on a short term fixed contract.

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

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

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

**We/our/us** - means Union Reiseversicherung AG.

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

### POLICY EXCESS

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

### POLICY CONDITIONS APPLICABLE TO YOUR PRE-TRAVEL POLICY

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

#### 1. OBSERVING THE FOLLOWING:

- (a) being a resident of the United Kingdom.
- (b) taking all possible care to safeguard against accident, injury, loss or damage as if you had no insurance cover.
- (c) producing your booking invoice confirming you are insured before a claim is admitted.
- (d) giving us full details in writing of any incident that may result in a claim under any section of the policy at the earliest possible time.
- (e) notifying us immediately of any changes in your health or medication after you buy the policy.
- (f) providing all necessary information and assistance we may require at your own expense (including where necessary medical certification and details of your National Health number or equivalent and Private Medical Insurance).
- (g) accepting that no alterations and/or additions to the printed terms and conditions of your policy be valid unless initialled by us.
- (h) checking with your doctor on the advisability of making the trip if you have any existing medical condition, taking into account your chosen destination, the stability of your condition.
- (i) not travelling specifically to receive medical treatment during your trip or in the knowledge that you are likely to need treatment.

- (j) not requiring insurance for any stress related condition, anxiety, depression, eating disorders or mental instability.
- (k) not requiring insurance for any health condition where a terminal prognosis has been given by a registered doctor before buying this policy.
- (l) not requiring insurance for any health condition that is being investigated or for which **you** are awaiting or receiving treatment in hospital at the time of buying this policy.
- (m) disclosing all **material facts** as soon as possible after the policy is issued.
- (n) obtaining any recommended vaccines, inoculations or medications prior to **your trip**.

## 2. RECOGNISING OUR RIGHTS TO:

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

## SECTION A1 - CANCELLATION CHARGES

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

up to **£3,000** for **your** proportion of (i) transport charges, (ii) loss of accommodation and (iii) additional travel expenses that **you** have paid or agreed to pay and that **you** cannot recover from any other source following **your necessary** cancellation after **you** bought this insurance and before **your trip** starts through **your** inability to travel due to:

- (i) the death, injury or illness of:
  - **you** or a friend with whom **you** are travelling .
  - a **close relative**.
  - a close **business associate** who lives in the **United Kingdom**.
  - a friend who lives abroad and with whom **you** were intending to temporarily stay,
- (ii) **you**, a friend or **close relative** who is travelling with **you** and included on **your** booking being required in the **United Kingdom** for jury service or as a witness in a Court of Law.
- (iii) **you**, a friend or **close relative** who is travelling with **you** and included on **your** booking being given notice of **redundancy**.
- (iv) the requirements of H. M. Forces.
- (v) **your**, a friend or **close relative** who is travelling with **you**, presence being required by the Police after **your home**, or the home in the **United Kingdom** of **your** friend or **close relative**, or usual place of business in the **United Kingdom**, having suffered from burglary, serious fire, storm or flood.

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

- the first **£50** (reduced to **£15** on claims for deposits only) of any loss, charge or expense made on each claim under this section.
- any trip of more than **31** days duration where **you** are aged **65** and under **75** at the date of departure.
- any trip of more than **24** days duration where **you** are aged **75** and under **85** at the date of departure.
- **you** if you are aged **85** or over.
- any claim where **you** have not obtained a written statement at the time of the cancellation confirming the necessity to cancel **your trip**.
- any payment or part payment made using frequent flyer vouchers, Air Miles vouchers or other vouchers that have no financial face value.
- any payment where **you** have not suffered any financial loss.
- any claim that is due to:
  - the withdrawal of previously approved leave by **your** employer unless it is due to the death or serious illness of a close **business associate**.
  - **your** failure to obtain the required passport, visa or ESTA.
  - the operation of law or as a result of an unlawful act or criminal proceedings against anyone included in **your** booking.
  - **your** carriers refusal to allow **you** to travel for whatever reason.
  - the failure of any transport or accommodation provider, their agent or anybody who is acting as **your** agent.
  - the cancellation of **your trip** by the tour operator.
  - the failure of **your** travel agent or tour operator.

- the cancellation of any conference or business **trip** onto which **your trip** was to be an add-on.
- financial circumstances or unemployment except when it is due to **redundancy** that **you** received or were aware of after buying this insurance.
- **your** disinclination to travel.
- **your** loss of enjoyment of the **trip** however caused.
- **you** travelling in an aircraft (other than as a passenger in a fully licensed passenger carrying aircraft and for no other purpose).
- **your** suicide, self-injury or any wilful act of self exposure to peril (except where it is to save human life).
- **you** being under the influence of drugs (except those prescribed by **your** registered doctor but not when prescribed for treatment of drug addiction).
- **your** abuse or prior abuse of solvents or alcohol.
- death or illness of any pets or animals.
- terrorism, riot, civil commotion, strike or lock-out.
- any event that is due to **you** participating in a **hazardous activity** unless the additional premium has been paid and the policy endorsed.
- cancellation due to the fear of an epidemic or pandemic.
- the cost of Air Passenger Duty or equivalent, airport charges.
- cancellation due to death or illness of a **close relative** or close **business associate** caused by a **pre-existing health condition**.
- any payments made or charges levied after the date of diagnosis of any change in **your** health or medication after the policy was bought unless this has been advised to **us** and any revised terms or conditions have been confirmed in writing.
- cancellation of **your trip** due to a health condition of a person travelling with **you**, and included on **your** booking, where the risk attaching to that health condition has not been accepted by **us** in writing.
- any **pre-existing health condition** or health condition that has been diagnosed, been in existence or for which **you** have received treatment from a hospital or specialist consultant during the last **2** years or for which **you** are awaiting or receiving treatment or under investigation unless **we** have agreed cover in writing and any additional premium has been paid.
- any claim arising from a **material fact** known by **you** at the time of buying this policy or which occurs between booking and travel unless it has been disclosed to **us** and **we** have agreed in writing any terms applicable.
- any claim for damage for loss, or deterioration of, or damage to property.
- any loss unless it is specified in the policy
- (iv) any event that is the result of leave being cancelled because of war, terrorism, biological or chemical warfare, invasion, act of foreign enemy, hostilities (whether war has been declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
  - any claim where **you** have not obtained prior authority to take leave.
  - any claim where leave has been cancelled on disciplinary grounds.

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

- notify the travel agent/tour operator **immediately**, by telephone and in writing, that **you** need to cancel and obtain a cancellation invoice.
- obtain a claim form from Fogg Travel and get **your** registered doctor to complete the medical certificate attached to the claim form.
- send any receipts to Fogg Travel.

## B. TRAVEL POLICY

### HOW YOUR POLICY WORKS

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

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

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

### WHEN YOUR COVER STARTS AND ENDS

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

### EXTENSION OF PERIOD

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

### CHANGE IN MEDICAL CONDITION OR ONGOING MEDICATION

If your health or your ongoing medication changes between the date the policy was bought and the date of travel you should advise Travellers HealthCheck quoting ISLES OF SCILLY on 0845 1300 340 as soon as possible. We will advise you what cover we are able to provide after the date of diagnosis. We reserve the right to charge an additional premium, increase the excess, exclude the condition or withdraw cover if the condition declared makes this necessary.

### IF YOU NEED EMERGENCY ASSISTANCE DURING YOUR TRIP:

Contact the 24 hour emergency assistance service:

## EMERGENCY ASSISTANCE FACILITIES on +44 (0)845 260 3260

Our appointed emergency assistance service is operated 24 hours a day and 365 days a year for your benefit. If you require repatriation on medical advice our emergency assistance service must be notified as soon as it is practical to do so. In order to confirm that you are insured your treating doctor or physician should contact the emergency assistance service to advise your condition so that arrangements can be made for your repatriation. Our appointed emergency assistance service has experienced multi-lingual co-ordinators to take your calls and to allow them to deal with your case quickly, please make sure you have this insurance policy and all other relevant information with you. After consultation with your treating doctor or physician, they will decide the most suitable, practical and reasonable solution to your problem, based upon the medical criteria. If adequate treatment is not available locally, it may be decided that repatriation by regular airline service, air or road ambulance is the best option, but only provided your treating doctor and our chief medical officer confirm your fitness to travel.

You must contact the emergency medical assistance service within 24 hours if your medical bills are likely to exceed £500.

You should advise them that you are insured under the scheme ISLES OF SCILLY through URV and have the following information ready to advise:

- A contact telephone number
- Name and age of patient
- Location of hospital and doctor's telephone number
- The medical problem

### DEFINITION OF WORDS

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

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

**Close relative** - means spouse or partner of over six months, parents, grandparents, parents-in-law, brother, sister, child, grandchild, fiancé(e), aunt, uncle, cousin.

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

**Hazardous activity** - means mountaineering (requiring the use of ropes and/or guides), pot-holing, racing (other than on foot), including any form of winter sports, scuba diving below 9 metres, parachuting, gliding, canyoning, go-karting, hot-air ballooning, rugby, football, any other activity that requires skill and involves increased risk of injury. If you are taking part in any sport not listed above please contact us to ensure you are covered.

**Home** - means one of your normal places of residence in the United Kingdom.

**Home country** - means both the country you live in within the United Kingdom and your country of nationality.

**Insured-person/you/your** - means any person named in the booking invoice and provided that the appropriate insurance premium has been paid.

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

**Material fact** - a piece of important information that would increase the likelihood of a claim under your policy.

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

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

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

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

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

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

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

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

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

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

**Valuables** - means cameras, photographic equipment, camcorders, video, satellite navigation equipment, television equipment, radios, cassette players, CD players, Ipods, MP3 players, audio equipment, laptops, mac or web books, personal computers, computer games machines, binoculars, telescopes, antiques, jewellery, watches, furs, precious or semi-precious stones, articles made of or containing gold silver or other precious metals, films, tapes, cassettes, cartridges, discs or Compact Discs.

**We/our/us** - means Union Reiseversicherung AG.

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

### POLICY EXCESSES APPLICABLE TO YOUR TRAVEL POLICY

Applicable to sections - B1 - Departure delay and missed departure (delay abandonment only), B2 - Personal possessions, B3 - Personal money, B4 - Emergency medical expenses, B5 - Curtailment, B6 - Personal liability and B8 - Legal advices and expenses only.

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

Each section of the policy listed carries an excess. All excesses shown for this policy are payable by each insured-person, for each incident giving rise to a separate claim. The policy excess under section B4 and B5 may be increased to include pre-existing health conditions confirmed in writing by Travellers HealthCheck. The increased excess will apply to all persons insured under your policy.

## POLICY CONDITIONS APPLICABLE TO YOUR TRAVEL POLICY

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

### 1. OBSERVING THE FOLLOWING:

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

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

#### In respect of sections B4 - Emergency medical expenses and B5 - Curtailment only.

- (k) checking with **your** doctor on the advisability of making the **trip** if **you** have any existing medical condition, taking into account **your** chosen destination, the stability of **your** condition.
- (l) not travelling specifically to receive medical treatment during **your trip** or in the knowledge that **you** are likely to need treatment.
- (m) not requiring insurance for any stress related condition, anxiety, depression, eating disorders or mental instability.
- (n) not requiring insurance for any health condition where a terminal prognosis has been given by a registered doctor before buying this policy.
- (o) not requiring insurance for any health condition that is being investigated or for which **you** are awaiting or receiving treatment in hospital at the time of buying this policy.
- (p) disclosing all **material facts** as soon as possible after the policy is issued.
- (q) obtaining any recommended vaccines, inoculations or medications prior to **your trip**.

#### In respect of sections B2 - Personal possessions, and B3 - Personal money, only.

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

### 2. RECOGNISING OUR RIGHTS TO:

- (a) make **your** policy void where a false declaration is made or any claim is found to be fraudulent.
- (b) take over and deal with in **your** name the defence or settlement of any claim made under the policy.
- (c) subrogate against the responsible party and take proceedings in **your** name but at **our** expense to recover for **our** benefit the amount of any payment made under the policy.
- (d) give **7** days notice of cancellation of this policy by recorded delivery to **you** at **your** last known address. In this case **we** will refund to **you** the pro-rata proportion of any unexpired premium **you** have paid.
- (e) obtain information from **your** medical records (with **your** permission) for the purpose of dealing with any medical claims. No personal information will be disclosed to any outside person or organisation without **your** prior approval.

- (f) cancel all benefits provided by **your** policy without refund of premium when a payment has been made for cancellation or curtailment of the **trip**.
- (g) not to refund the policy premium after the policy has been issued, unless after receipt of the document **you** find that the terms and conditions do not meet **your** requirements, in which case the policy and any other relevant documents must be returned to the point of sale within **14** days of receipt for any refund to be considered.
- (h) not make any payment under sections **B1, B2, B3, B4, B5, B6** and **B7** for any event that is covered by another insurance policy.
- (i) settle all claims under the Law of the country that **you** live in within the **United Kingdom** unless **we** agree otherwise with **you**.
- (i) maintain **your** personal details in connection with an anti-fraud claims checking system.

## GENERAL EXCEPTIONS APPLICABLE TO YOUR TRAVEL POLICY

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

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

- (1) war, terrorism, biological or chemical warfare, invasion, act of foreign enemy, hostilities (whether war has been declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
- (2) participation in a **hazardous activity** unless the additional premium has been paid and the policy endorsed.
- (3) any **pre-existing health condition** or health condition that has been diagnosed, been in existence or for which **you** have received treatment from a hospital or specialist consultant during the last **2** years or for which **you** are awaiting or receiving treatment or under investigation unless **we** have agreed cover in writing and any additional premium has been paid.
- (4) any payments made or charges levied after the date of diagnosis of any change in **your** health or medication after the policy was bought unless this has been advised to **us** and any revised terms or conditions have been confirmed in writing.
- (5) curtailment of **your trip** due to a health condition of a person travelling with **you** and included on **your** booking, where the risk attaching to that health condition has not been accepted by **us** in writing.
- (6) delay, confiscation, detention, requisition, damage, destruction or any prohibitive regulations by government officials.
- (7) **you** being under the influence of drugs (except those prescribed by **your** registered doctor but not when prescribed for treatment of drug addiction).
- (8) **your** abuse or prior abuse of solvents or alcohol.
- (9) any claim arising from a **material fact** known by **you** at the time of buying this policy or which occurs between booking and travel unless it has been disclosed to **us** and **we** have agreed in writing any terms applicable.
- (10) any deliberate or criminal act by an **insured-person**.
- (11) **manual labour**.
- (12) participation in any **winter sports** activities.

### B. This insurance will not cover:

- (1) loss of earnings, additional hotel costs, additional car hire, additional parking fees, kennel fees or any other loss unless it is specified in the policy.
- (2) any loss due to currency exchanges of any and every description.
- (3) any loss unless it is specified in the policy.
- (4) **your** carriers refusal to allow **you** to travel for whatever reason.
- (5) any trip of more than **31** days duration where **you** are aged **65** and under **75** at the date of departure.
- (6) any trip of more than **24** days duration where **you** are aged **75** and under **85** at the date of departure.
- (7) **you** if you are aged **85** or over.

## SECTION B1 - DEPARTURE DELAY

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

1. **you** **£150** compensation if the departure of **your flight** or sailing is delayed for more than **12** hours. If the delay continues **we** will pay a further sum of **£150** for each complete period of **12** hours up to a maximum of **£300** or
  2. if after **12** hours delay **you** wish to abandon the **trip**, up to the amount shown under the cancellation section for the cancellation of **your trip** or
- You** will need to obtain independent confirmation of the circumstances.

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

- the cost of any accommodation, food, drink, telephone calls or faxes.
  - any claim that is due to the failure of any transport or accommodation provider, their agent or anybody who is acting as **your** agent.
1. any compensation unless **you** have obtained written confirmation from **your** airline, shipping line or their handling agents that shows the reason for the delay, the scheduled departure time and the actual departure time of **your** flight or sailing.
    - any compensation where the airline or shipping line or their handling agents provide alternative transport that departs within **12** hours of the booked departure time.
    - any compensation when **your** tour operator has rescheduled **your** flight itinerary.
    - any claim where **you** have not pre-booked, where **you** have a stand-by ticket and do not have confirmed space or that is due to the aircraft being overbooked.
  2. the first **£50** of any claim made by **you**.
    - abandonment where the **trip** is of two days duration or less.
    - any claim arising from the failure of **public transport** services that is due to a strike or industrial action that started or that had been announced before the date of **your** departure from **home**.

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

- obtain a letter from the airline or shipping line or their handling agents that shows (a) scheduled departure time, (b) actual departure time, and (c) reason for the delay. **You** are only covered if the delay is more than **12** hours.

**SECTION B2 - PERSONAL POSSESSIONS****For each insured-person this insurance will pay:**

- (a) up to a total of **£1,250** for **your personal possessions** to cover:
  - either (i) the cost of repair of items that are partially damaged whilst on **your trip**, up to the market value of the item, allowing for age, wear and tear,
  - or (ii) the market value of the item, allowing for age, wear and tear, to cover items that are stolen, permanently lost or destroyed whilst on **your trip**.
- (b) **you** **£75** to cover the purchase of *essential* items if **your personal possessions** are misplaced, lost or stolen on **your** outward journey from the **United Kingdom** for over **12** hours from the time **you** arrived at **your trip** destination. If **your personal possessions** are not returned to **you** after **24** hours **we** will pay a further sum of **£75**. **You** must keep all receipts for these items and send them in to **us** with **your** claim and any amount paid will be deducted from the final claim settlement if the items are permanently lost.

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

- any claim for loss or theft where **you** have not notified the police, **your** carrier or tour operator's representative and obtained a written report.
  - any claim where **you** are unable to provide the damaged items on request or to prove the existence or prove the ownership of any item with an insured value in excess of **£50**.
  - loss of, or damage to, property that does not belong to **you** or any member of **your** family.
  - any claim that is the result of a domestic dispute.
  - any breakage or damage to fragile articles, paintings, works of art, sculptures, audio, video, computer, television equipment, musical instruments, household goods unless the breakage or damage is caused by fire, theft or in an accident to the motor vehicle in which they are being carried.
  - mobile telephones, SIM cards, mobile telephone prepayment cards, lost or stolen mobile telephone call charges or mobile telephone accessories.
  - the cost of replacing or repairing dentures.
  - loss or damage due to atmospheric or climatic conditions, wear, tear and depreciation, superficial marks and scratches, moth or vermin.
  - any items more specifically insured elsewhere.
  - sports equipment whilst in use.
  - the loss, theft or damage to:-
    - films, tapes, cassettes, cartridges or discs other than their value as unused material unless purchased pre-recorded when **we** will pay up to the maker's latest list price.
    - duty free items such as tobacco products, alcohol and perfumes.
    - perishable goods, bottles, cartons and any damage caused by them or their contents.
    - pedal cycles, wheelchairs, prams, pushchairs or baby buggies except while they are being carried as luggage on **public transport**.
    - **valuables** carried in any suitcases, trunks or similar containers when left **unattended**.
    - **valuables** left **unattended** except where they are locked in a safe or safety deposit box where these are available or left out of sight in **your** *locked* personal holiday or **trip** accommodation.
    - contact or corneal lenses or artificial limbs.
    - money, bonds, coupons, stamps, negotiable instruments, securities or documents of any kind.
    - **personal possessions** left **unattended** away from **your** personal holiday or **trip** accommodation except **personal possessions** (but not **valuables**) left between **6.00 am** and **11.00 pm** local time (during daytime) in the locked boot or covered luggage area of a motor vehicle where entry was gained by violent and forcible means.
- (a) the first **£50** of each and every incident giving rise to a claim.
    - more than **£250** for any one article, **pair or set** of any kind, whether they are solely or jointly owned.
    - more than **£250** in total for **valuables** whether solely or jointly owned.
    - more than **£100** in respect of sunglasses.
    - more than **£100** for items lost or stolen from a beach or lido.
  - (b) more than **£150** in total.

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

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

**SECTION B3 - PERSONAL MONEY****For each insured-person this insurance will pay:**

- (a) up to **£500** for the loss or theft of **your personal money** during **your trip**.
- (b) up to **£200** for additional travel and accommodation expenses necessarily incurred to obtain replacement **travel documents** whilst on **your trip** if **your travel documents** are lost or stolen during **your trip**.

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

- any claim for loss or theft where **you** have not notified the Police, **your** carrier or tour operator's representative and obtained a written report.
  - loss or theft of **personal money** or **travel documents** that is not :
    - on **your** person.
    - held in a safe or safety deposit box where one is available
    - left out of sight in **your** *locked* personal **trip** accommodation.
  - loss or theft of **personal money** due to depreciation in value, currency changes or shortage caused by any error or omission
  - loss or theft of travellers' cheques where the bank provides a replacement service.
  - any financial loss suffered as a result of **your** debit/credit card being lost or stolen.
  - more than the unused portion of **your** passport.
- (a) & (b) the first **£50** of each and every incident giving rise to a claim.
  - (a) more than **£250** in total in cash or currency, whether solely or jointly owned.
  - (b) any costs which are due to any errors or omissions on **your travel documents**.
    - the cost of replacement **travel documents**.
    - **your** failure to obtain the required passport, visa or ESTA.
    - any expenses for food or drink.
    - any costs incurred before departure or after **you** return **home**.

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

- for lost or stolen **travel documents** **you** will also need to get a letter from the Consulate, airline or travel provider where **you** obtained a replacement and keep all the receipts for **your** travel and accommodation expenses.
- for loss of money **we** will require (a) confirmation from **your** UK currency exchange of the issue of foreign currency or travellers' cheques, (b) exchange confirmations for currency changed from travellers' cheques, or, (c) where sterling is involved, documentary evidence of possession.

**SECTION B4 - EMERGENCY REPATRIATION AND ASSOCIATED EXPENSES****Please note :**

- **If you are admitted to a hospital this must be reported to our appointed emergency medical assistance service as soon as it is practically possible and at least within 48 hours.**
  - **If your medical bills are likely to exceed £500 you must contact the emergency medical assistance service within 24 hours.**
- Please see the 'if you need emergency medical assistance abroad' section of this insurance certificate for details.**

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

- to **you** or **your** legal representatives the following *necessary* emergency expenses that are payable within six months of the event that causes the claim that results from **your** death, injury or illness:
- up to **£50,000** for reasonable:
- (a) (i) additional accommodation costs of a similar standard to the accommodation which was enjoyed for the duration of the **trip** if available if it is necessary for **you** to stay beyond the intended return date and travel expenses which **you** may have to pay to get you back to your **home** if **you** cannot use **your** return ticket. The costs include any *one other person who is required for medical reasons* to stay with **you**, to travel to **you** or to travel with **you**.
  - (ii) additional transport expenses incurred to get you home made for or by **you** and for any *one other person who is required for medical reasons* to stay with **you**, to travel to **you** or to travel with **you**.
- IMPORTANT**
- (a) **We** will not provide cover under this insurance unless immediate notice is given to **EMERGENCY ASSISTANCE FACILITIES** before any arrangements are made for repatriation.
  - (b) In the event of **your** injury or illness, **we** reserve the right to:
    - (i) move **you** from one hospital to another; and
    - (ii) arrange for **your** repatriation to **your home**
 at any time during the journey or **trip** in order to minimise the loss. **We** will do this if in the opinion of the doctor in attendance and **our** medical advisers, **you** can safely be moved and/or can safely travel **home** to continue treatment.
  - (iii) costs of transporting **your** body to **your home**.
- (b) **£10** for each full day that **you** are in hospital as an in-patient during the period of the **trip** in addition to the fees and charges paid under (i) above.

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

- any expenses or fees for **your** return **home** which have not been notified and agreed by **us** or the emergency assistance service.
- any event caused by **your** failure to get a medical certificate from the treating doctor that states the medical necessity to return **home** due to **your** injury or illness.
- any payment where **you** have not suffered any financial loss.
- any services (unless agreed) received by **you** within **your home country**.
- any out-patient and / or in-patient medical, surgical treatment and associated costs.
- the cost of any medication.
- the cost of taxi fares for anyone other than the patient, telephone calls, faxes or any expenses for food or drink.
- the cost of repatriation where necessary medical treatment is available locally in a facility considered acceptable by the Chief Medical Officer of the emergency assistance service.
- any claim that is caused by:
  - **you** travelling in an aircraft (other than as a passenger in a fully licensed passenger carrying aircraft and for no other purpose).
  - **you** driving a motorcycle for which **you** do not hold a full licence to ride.
  - **you** riding on a motorcycle without wearing a crash helmet.
  - **your** suicide, self-injury or wilful act of self exposure to peril (except where it is to save human life).
  - **you** being under the influence of drugs (except those prescribed by **your** registered doctor but not when for the treatment of drug addiction).
  - **your** abuse, or prior abuse, of solvents or alcohol.
  - **your** participation in a **hazardous activity** unless the additional premium has been paid and the policy endorsed.
- repatriation due to any services or treatment received by **you**, including any form of cosmetic surgery **OR** any treatment that in the opinion of the emergency assistance service, in consultation with **your** treating doctor, can reasonably wait until **you** return to **your home**.
- any services received by **you** after the date on which in the opinion of the emergency assistance service, **you** can safely return **home**, that would exceed the cost of **your** repatriation.
- repairs to or for the provision of dentures.
- any dental work involving the use of precious metals.
- any extra costs for single or private accommodation in a hospital or nursing home.

(a) the first **£50** of each and every incident giving rise to a claim.

(a) (iii) **your** burial or cremation in **your home country**.

(b) more than **£300** in total for hospital in-patient benefit.

**FOR PRACTICAL ASSISTANCE IN A MEDICAL EMERGENCY CONTACT:  
EMERGENCY ASSISTANCE FACILITIES ON +44 (0)845 260 3260**

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

- any expenses or fees to get **you home** must be notified to and authorised by **us**. **You** must keep all receipts accounts and medical certificates.
- obtain written medical confirmation from the treating doctor of the medical necessity to be repatriated or that **you** are unable to return on **your** scheduled return date.
- for additional costs for accommodation and travel expenses **you** incur under point **a) i) and ii)** above, **you** must keep all receipts accounts.

**SECTION B5 - CURTAILMENT CHARGES  
(CUTTING SHORT YOUR TRIP)****For each insured-person this insurance will pay:**

up to **£3,000** for **your** unused proportion of (i) transport charges, (ii) loss of accommodation and (iii) additional travel expenses that **you** have paid or agreed to pay and that **you** cannot recover from any other source following **your necessary** curtailment of **your trip** due to :

(a) the **trip** being cut short by **your** early return **home** because of :

(i) the death, injury or illness of:

- **you** or a friend with whom **you** are travelling .
- a **close relative**.
- a close **business associate** who lives in the **United Kingdom**.
- a friend who lives abroad and with whom **you** were intending to stay,

(ii) **you**, a friend or **close relative** who is travelling with **you** being required in the **United Kingdom** for jury service or as a witness in a Court of Law, or

(iii) **you**, a friend or **close relative** who is travelling with **you** being called back by the Police after **your home**, or the home in the **United Kingdom** of **your** friend or **close relative**, or usual place of business in the **United Kingdom**, having suffered from burglary, serious fire, storm or flood.

(b) the **trip** being interrupted because **you** have been confined to hospital for the rest of **your trip** because of injury or illness.

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

- the first **£50** of any loss, charge or expense made on each claim under this section.
- any payment or part payment made using frequent flyer vouchers, Air Miles vouchers or other vouchers that have no financial face value.
- any payment where **you** have not suffered any financial loss.
- any claim that is due to:
  - the withdrawal of previously approved leave by **your** employer unless it is due to the death or serious illness of a close **business associate**.
  - the operation of law or as a result of an unlawful act or criminal proceedings against anyone included in **your** booking.
  - the failure of any transport or accommodation provider, their agent or anybody who is acting as **your** agent.
  - the curtailment of **your trip** by the tour operator.
  - the failure of **your** travel agent or tour operator.

- the cancellation of any conference or business **trip** onto which **your trip** was to be an add-on.
- financial circumstances.
- **your** disinclination to travel.
- **your** loss of enjoyment of the **trip** however caused.
- **you** travelling in an aircraft (other than as a passenger in a fully licensed passenger carrying aircraft and for no other purpose).
- **your** suicide, self-injury or any wilful act of self exposure to peril (except where it is to save human life).
- curtailment due to death or illness of a **close relative** or close **business associate** caused by a **pre-existing health condition**.
- death or illness of any pets or animals.
- terrorism, riot, civil commotion, strike or lock-out.
- any event that is due to **you** participating in a **hazardous activity** unless the additional premium has been paid and the policy endorsed.
- any unused portion of **your** original ticket where repatriation has been made.
- cutting short **your trip** unless the emergency assistance service have agreed.
- any event caused by **your** failure to get a medical certificate from the treating doctor near to where **you** are staying that states the necessity to return **home** due to death, injury or illness.
- curtailment cover where the **trip** is of two days duration or less or is a one-way **trip**.
- curtailment due to any event caused by:
  - **you** driving a motorcycle for which **you** do not hold a full licence to ride.
  - **you** riding on a motorcycle without wearing a crash helmet.

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

- if **you** feel **you** need to cut short **your trip** **you** will need a letter confirming this is due to medical necessity from **your** treating doctor in resort, and to confirm this with **our** appointed emergency assistance service. Curtailment claims will not otherwise be covered. **You** should keep any receipts or accounts given to **you** and send them in to Fogg Travel.

**SECTION B6 - PERSONAL LIABILITY****For each insured-person this insurance will pay:**

up to **£1,000,000**, plus costs agreed between **us** in writing, for any event occurring during the period of this insurance that **you** are legally liable to pay that relate to an incident caused by **you** and that results in:

(a) injury, illness or disease of any person.

(b) loss of, or damage to, property that does not belong to **you** or any member of **your** family and is neither in **your** charge or control nor under the charge or control of any member of **your** family.

(c) loss of, or damage to **trip** accommodation which does not belong to **you** or any member of **your** family.

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

- any liability for loss of or damage to property or injury, illness or disease:-
    - where an indemnity is provided under any other insurance.
    - that is suffered by anyone who is under a contract of service with **you** or any member of **your** family and is caused by the work **you** or any member of **your** family employ them to do.
    - that is caused by any deliberate act or omission by **you**.
    - that is caused by **your** own employment, profession or business or that of any member of **your** family.
    - that is caused by **your** ownership, care, custody or control of any animal.
    - that falls on **you** by agreement and would not have done if such agreement did not exist.
  - any liability for injury, illness or disease suffered by **you** or any member of **your** family.
  - compensation or any other costs caused by accidents involving **your** ownership, possession or control of any:
    - land or building or their use either by or on **your** behalf other than **your** temporary **trip** accommodation.
    - mechanically propelled vehicles and any trailers attached to them.
    - aircraft, motorised skis, motorised waterborne craft or sailing vessel.
    - firearms or incendiary devices.
- (a) & (b) the first **£50** in respect of each and every event that causes a claim.  
(c) the first **£100** in respect of each and every event that causes a claim.

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

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

**SECTION B7 - PERSONAL ACCIDENT BENEFIT****For each insured-person this insurance will pay:**

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

	amount of payment
(a) death	<b>£15,000</b>
(b) total and permanent loss of sight in one or both eyes or total loss by physical severance or total and permanent loss of use of one or both hands or feet	<b>£15,000</b>
(c) permanent and total disablement from engaging in paid employment or paid occupations of <u>any and every</u> kind all occurring within <b>12</b> months of the event happening.	<b>£15,000</b>

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

- any event that is due to:
  - **you** travelling in an aircraft (other than as a passenger in a fully licensed passenger carrying aircraft and for no other purpose)
  - **you** driving a motorcycle for which **you** do not hold a full licence to ride.
  - **you** riding on a motorcycle without wearing a crash helmet.
  - **your** suicide, self-injury or any wilful act of self-exposure to peril (except where it is to save human life).
  - **your** participation in a **hazardous activity** unless the additional premium has been paid and the policy endorsed.
  - more than one of the benefits that is a result of the same injury.
- (a) more than **£3,500** death payment when **your** age is under sixteen (16 ) years

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

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

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

**SECTION B8 - LEGAL ADVICE AND EXPENSES**

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

up to **£10,000** for legal costs and expenses incurred in pursuing claims for compensation and damages due to **your** death or personal injury whilst on the **trip** provided **we** always have complete control over the legal proceedings and the selection, appointment and control of lawyers and where a claim occurs **you** will supply any reports or information and proof to **us** and the claims office as may be required.

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

- any costs to pursue a claim against a travel agent, tour operator, tour organiser, the insurers or their agents or the claims office.
- any legal action where the estimated amount that will be recovered is less than **£500**.
- any legal expenses where **we** consider **you** are unlikely to obtain a reasonable settlement.
- any costs that can be considered under an arbitration scheme or a complaints procedure.
- any legal expenses incurred without **our** prior authorisation or that of the claims office.
- any claim made by **you** against another **insured-person** or member of **your** family.
- any claim for damage to a motor vehicle.
- the first **£100** in respect of each and every event that causes a claim, other than 30 minutes initial free advice.

**PLEASE NOTE**

- **We** will not pay legal expenses to bring proceedings in more than one country in respect of the same event.
- If **you** are awarded compensation and receive payment then all sums paid out by **us** shall be paid out of that compensation.

**How to obtain legal advice:**

Should **you** have an accident abroad and require legal advice **you** should telephone:

**Pannone LLP, 123 Deansgate, Manchester, M3 2BU**

They will arrange for up to thirty minutes of advice to be given to **you** by a lawyer. To obtain this service **you** should telephone: **0161 228 3851** or fax: **0161 909 4444**

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A public body corporate with limited liability.

Registered Office: Maximilianstrasse 53, D-80530 Munich, Germany.

Registered with Amtsgericht Munich, Germany.

Registered Number: HRB 137918.

URV are authorised in Germany with BaFin and regulated in the United Kingdom by the Financial Services Authority The URV Branch office is administered in the United Kingdom and Ireland by Travel Insurance Facilities plc.

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Fogg Travel Insurance Services Limited is authorised and regulated by the Financial Services Authority. Our FSA Register reference is 307304. This can be checked at [www.fsa.gov.uk/pages/register](http://www.fsa.gov.uk/pages/register)

**IMPORTANT NOTICE**

Under the Association of British Insurers General Business Code of Practice, the person selling the travel insurance must draw your attention to important features of your policy including:

**Policy document:**

You should read the document carefully. It gives you full details of what is and what is not covered and the conditions of the cover. Cover will vary from policy to policy and insurer to insurer.

**Conditions, exclusions & warranties:**

Conditions and exclusions will apply to individual sections of your policy while general exclusions, conditions and warranties will apply to the whole of your policy.

**Medical expenses**

Your policy does not provide private health treatment unless specifically approved by the emergency assistance service. You should carry an EHIC or equivalent and use this at state facilities when travelling within the European Union.

**Health:**

Your policy contains restrictions regarding pre-existing medical problems concerning the health of the people travelling. You may be required to disclose known medical conditions of such people prior to cover being issued, and you must be aware that failure to disclose such information will mean that you have no cover on these conditions. The cancellation and emergency medical cover may be reviewed if your health changes between booking and travel. Cancellation or curtailment of your trip due to the pre-existing health condition of a relative or business associate may not be covered. You are advised to read the policy carefully.

**Hazardous Activities:**

If you are taking part in activities that present a risk of injury, including scuba diving and water sports, check that your policy covers you.

**Property Claims:**

These claims are paid based on the value of the goods at the time you lose them, and not on a 'new for old' or replacement cost basis, unless otherwise stated in your policy. Your policy will set out what proof the insurer needs to support a claim.

**Policy Limits:**

Most sections of your policy have limits on the amount the insurer will pay under that section. Some sections also include other specific limits, for example: for any one item or for valuables in total. You are advised to check your policy if you intend taking expensive items with you.

**Policy Excesses:**

Under most sections of the policy, claims will be subject to an excess. This means that you will be responsible for paying the first part of the claim. The amount you have to pay is the excess. You may be able to pay an additional amount to remove the standard policy excess.

**Reasonable Care:** You need to take all reasonable care to protect yourself and your property, as you would if you were not insured.

**Fraud:**

The making of a fraudulent claim is a criminal offence. Your insurer may be recording details of claims on an anti-fraud register.

**Complaints:**

Your insurance policy will have in it a complaints procedure which tells you what steps you can take if you wish to make a complaint.

**'Cooling Off' Period:**

Your policy will have a 'cooling off' period during which you can cancel the policy and get a refund, if you have a justifiable reason for being dissatisfied with the cover it provides.

**Law:**

Your policy is governed by the law of England and Wales unless you and your insurers have agreed otherwise.

**Please make sure you read your policy carefully**