

HOLIDAY TRAVEL INSURANCE

This Policy is for residents of the United Kingdom,
Channel Islands or the Republic of Ireland only.

**VALID ONLY FOR DEPARTURES BETWEEN
1st JULY 2011 AND 31st OCTOBER 2012**

For clients of



arranged by

FOGG TRAVEL INSURANCE SERVICES LIMITED

Crow Hill Drive, Mansfield, Notts. NG19 7AE Tel 01623 631331 Fax 01623 420450

Underwritten by **TOKIO MARINE EUROPE INSURANCE LIMITED**

and **UNION REISEVERSICHERUNG AG** other than Section 8 the Insurers for which are

DAS Legal Expenses Insurance Company Limited (DAS)

This is to certify that in accordance with the authorisation granted by Tokio Marine Europe Insurance Limited and Union Reiseversicherung AG, and in consideration of the payment of the premium specified herein or hereon, the said Underwriters are hereby bound, to insure in accordance with the terms and conditions contained herein or endorsed hereon. The Policy sets out in full details the cover provided and is only valid if you have purchased insurance with **ESPRIT ALPINE ADVENTURES** shown on the confirmation of booking invoice for your holiday. If you are not happy with it, return it to **ESPRIT** within 14 days of issue and your premium will be refunded in full provided no claims have been or are intended to be made and that we receive your returned Policy prior to your departure date. Cancellation at any other time will mean you are not entitled to a refund of premium.

SUMMARY OF MAXIMUM SUMS INSURED - PER PERSON

Section 1	CANCELLATION OR CURTAILMENT	Final Invoice Cost	Excess £75
	LOSS OF DEPOSIT	Deposit Invoice Cost	Excess £15
Section 2	MEDICAL & ADDITIONAL EXPENSES	£5,000,000	Excess £75
	HOSPITAL BENEFIT	£600 @ £15 per day	Nil
Section 3	PERSONAL POSSESSIONS	£2,000	Excess £75
	DELAYED POSSESSIONS	£250	Nil
	PERSONAL MONEY	£500 (Cash £250)	Excess £75
	LOSS OF PASSPORT	£250	Nil
Section 4	PERSONAL ACCIDENT	£25,000*	Nil
Section 5	MISSED DEPARTURE	£800	Nil
Section 6	DEPARTURE DELAY	£100	Nil
	DELAY CANCELLATION	Final Invoice Cost	Excess £75
Section 7	PERSONAL LIABILITY	£2,000,000	Nil
Section 8	LEGAL EXPENSES	£50,000	Nil
Section 9	HOME CARE	£250	Nil

* Death benefit limited to £15,000. Please note reduced sums insured apply to certain age groups.

Please refer to main wording for full terms.

AGE LIMIT

This Policy is not valid in respect of persons aged 85 years or over at the date of departure or in respect of persons aged 65 or over at the date of departure for travel in excess of 31 days.

IMPORTANT

Please read the whole of this Policy before you travel and make sure you understand exactly what is and is not covered.

It is important because it contains information on how we will deal with your claim.

If you have any questions or you want extra cover, please contact your issuing agent immediately.

HOW YOUR POLICY WORKS

Your Travel Insurance Policy is a contract between you and us. We will pay for any claim you make which is covered by this Policy and happens during the period of insurance. Your Policy does not cover all possible events and expenses.

TELLING US ABOUT RELEVANT FACTS

You must tell us before you travel about anything which may affect your cover. If you are not sure whether something is relevant, you must tell us anyway. You should keep a record of any extra information you give us. If you do not tell us about something which may be relevant, your cover may be refused and we may not cover any related claims.

POLICY EXCESS

Under most sections of your Policy, you will have to pay an excess. This means that you will be responsible for paying the first part of the claim for each incident. The amount you have to pay is the excess.

'COOLING-OFF' PERIOD

Your right to cancel – if having purchased this Insurance you decide that it does not meet your requirements please return all documentation within 14 days of the date of purchase to ESPRIT and provided that no claim has been or are intended to be made and you have not travelled the premium will be refunded in full. Cancellation by you at any other time will mean you are not entitled to a refund of premium.

PERIOD OF INSURANCE

The cover for cancellation described in section 1 starts from the date your Policy is issued and ends at the beginning of the journey. The cover for all other sections starts at the beginning of your journey and finishes at the end of your journey (but it will not be longer than the period for which the premium has been paid).

DOCUMENTS NEEDED TO CLAIM

You may need to get some information about your claim while you are away. Please read the conditions and the individual sections of your Policy for more information.

FOREIGN AND COMMONWEALTH OFFICE

This Policy does not provide any cover in respect of any journey to a destination where the Foreign and Commonwealth Office has advised against travel. If you are unsure whether there is a travel warning for your destination, please check with the Foreign and Commonwealth Office (phone 020 7008 1500 or visit their website at www.fco.gov.uk)



EXTENDING THE PERIOD OF INSURANCE

If your journey cannot be completed before the expiry of the period of insurance this Policy shall remain in force without additional premium as follows:-

- Up to 14 days in the event of delay to any aircraft, train or watercraft in which you are travelling as a ticket holding passenger.
- Up to 30 days if the intended journey is prevented due to your bodily injury or illness. In this event we will also continue to pay medical treatment under Section 2.1. (up to the sum insured provided by this Policy) for this period or such extension of period as is medically certified as being necessary.

GEOGRAPHICAL AREAS

Area 1 - Europe, including the Channel Islands, and all countries to the west of the Ural Mountains, islands in the Mediterranean, Morocco, Algeria, Tunisia, Turkey, the Canary Islands, Madeira and the Azores.

Area 2 - World-wide

SPORTING ACTIVITIES COVER

Please refer to the Definition of Words section on this page, and activities cover for a list of sporting activities which are covered during the period of insurance on a recreational basis. An extra premium may apply. Where necessary you must ensure that the sporting activity covered is adequately supervised and appropriate safety equipment and/or clothing are worn at all times.

You may be able to obtain cover for a sporting activity that is not listed, by contacting your issuing agent. An extra premium may need to be paid.

Any sporting activity not stated under activities cover, or where your policy is endorsed, is excluded under dangerous activity.

PRE-EXISTING MEDICAL CONDITIONS

IT IS A CONDITION THAT:

Where you:

- have any medical condition or on-going medical condition for which you, have received treatment or have visited/been referred to a specialist or have been a hospital patient during the 6 months period immediately preceding the date of issue of this Policy, or
- are on a hospital waiting list for in-patient treatment, or where you are in receipt of a terminal prognosis, or
- are currently suffering or have previously suffered from any of the following medical conditions: Heart related condition, Hypertension, Arterial Disease, Kidney Disease, Malignant Disease (Cancer), Lung and/or Respiratory Disease (including Asthma where you have received in-patient hospital treatment), Motor Neurone Disease, or had a Stroke

YOU MUST CONTACT THE REFERRAL HELPLINE PRIOR TO EFFECTING THIS INSURANCE.

COVER FOR THESE CONDITIONS WILL ONLY BE PROVIDED FOLLOWING OUR ACCEPTANCE. UNLESS REPORTED AND AGREED BY THE REFERRAL HELPLINE IN WRITING THE ABOVE CONDITIONS WILL BE EXCLUDED.

For advice and/or to report your medical condition and a decision on cover please contact our Referral Helpline on 01623 635 958 and quote **ESPRIT ALPINE ADVENTURES**.

N.B. You are responsible for all costs incurred in reporting your medical condition.

MATERIAL FACTS

You must tell us all material facts. If you do not this may result in your claim not being paid. Your duty:

- You are not aware of any circumstances known at the time you purchase this Policy which are likely to cause cancellation or curtailment of your journey. This includes any existing sickness or injury of your relative which if this sickness or injury continued or deteriorated would mean you would have to cancel or curtail your journey
- You must tell us all facts which are likely to influence us in the assessment or acceptance of your insurance.

If you have any doubt what you need to tell us please contact the Referral Helpline detailed above under the Pre-Existing Medical Conditions section.

RECIPROCAL HEALTH ARRANGEMENTS

If you are travelling to a European Union country including Switzerland and Norway you are strongly advised to apply for and obtain a European Health Insurance Card (EHIC). Applications for the EHIC can be made online at www.ehic.org.uk - the quickest route, or by telephone on 0845 605 2030, or by post - application forms are available from the Post Office. This will entitle you to benefit from the reciprocal health arrangements which exist between European Union countries. In other countries where reciprocal health arrangements exist all reasonable steps should be made to utilise them.

If you make use of these arrangements or any other world-wide reciprocal health arrangement and your claim under Section 2 is reduced, you will not have to pay any excess. This does not apply where special excess terms have been imposed.

WHAT TO DO IF YOU NEED MEDICAL TREATMENT OR YOU NEED TO BE SENT HOME (REPATRIATED) WHILE YOU ARE ABROAD

See under the headings

'Section 1 - Cancellation or Curtailment Charges'

'Section 2 - Medical Emergency, Repatriation and Associated Expenses'

and 'what you are covered for', and 'what you are not covered for' under these sections for more information. Please also refer to the '24-hour Medical Emergency and Repatriation Service' section below.

24-HOUR MEDICAL EMERGENCY & REPATRIATION SERVICE

You can use this service if you are ill or injured outside your home country during your journey.

Fogg Assist provides a 24-hour emergency service 365 days a year. You can contact them by phone using the appropriate international dialling code for the United Kingdom followed by:

Fogg Assist Emergency Telephone no. ++ 44 (0) 845 658 9899

Please give Fogg Assist your age and your confirmation and deposit receipt number. Say that you are insured with **ESPRIT ALPINE ADVENTURES** by Tokio Marine Europe Insurance Limited and Union Reiseversicherung AG.

It is a condition that Fogg Assist will be responsible for all decisions on the most suitable, practical and reasonable solution to any problem.

The service is available if medically necessary and when you have a valid proof of insurance. It includes:

- a guarantee to pay hospital or doctors' fees;
- help in different languages;
- repatriation arrangements to send you home by land, sea or air and if necessary a nurse or doctor to treat you;
- necessary travel arrangements for other members of your party or next-of-kin (if it is covered under this Policy); and
- an ambulance service to a hospital or nursing home or your home when you arrive in your home country.

WHO TO CONTACT IF YOU NEED TO CLAIM

If you require a claim form (other than for Section 8 Legal Expenses) you can obtain the relevant claim form online at www.foggtravelinsurance.com or by email claims@foggtravelinsurance.com quoting **ESPRIT ALPINE ADVENTURES** or alternatively if you do not have internet access you can contact:

Fogg Travel Insurance Services Limited

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

You should fill in the form and send it to us as soon as possible together with all the information and documents we ask for.

For Section 8 Legal Expenses claims or enquiries contact:-

DAS Legal Expenses Insurance Company Limited,

DAS House, Quay Side, Temple Back, BS1 6NH Tel 0117 934 2111 or 0117 976 2030

DEFINITION OF WORDS

Throughout this Policy, the words and phrases listed below have the meanings given next to them when printed in bold.

Accident - an unexpected event causing physical bodily injury, resulting in total and permanent loss of sight, total and permanent loss of use of a limb or permanent total disablement or death, within a year of the event.

Activities Cover - means:-

- the following sporting activities are covered during the period of insurance on a recreational basis:-
 - surface water sports (including white-water canoeing/kayaking up to grade 3, white water rafting up to grade 3), scuba diving to a depth of 9 metres, golf, fishing, parasailing (over water), pony trekking, horse riding (helmets to be worn, no jumping), fell walking, rambling, hiking, mountain biking (recognised paths and roads only, helmets and safety gear to be worn), mountain boarding, tennis, mini tennis, badminton, squash, bowls, swimming, fishing, archery or beach games, indoor roller-blading, trampolining, mini car riding (no personal liability cover);
 - summer skiing when booked with **Esprit**, or ice skating and provided the appropriate additional premium has been paid where skiing or ice skating is for more than 1 day, **but shall exclude** any form of ski racing, competition or training therefore, ski jumping, water ski jumping, ski flying, ski acrobatics, stunting, bob sleighing or skeletoning, heli-skiing, snow mobiling;

and the following sporting activities only when **booked with Esprit**:-

- paragliding (tandem only with instructor) provided appropriate additional premium has been paid, via Ferrara, rock climbing or abseiling (practice wall only, with qualified instructor, and use of ropes and guides / safety equipment), circus skills (juggling, mono cycling), forest adventure (assault course including zip wire), glacier hike (guided tour only) white water rafting up to grade 4/5 provided appropriate additional premium has been paid.

Where necessary you must ensure that the covered sporting activity is adequately supervised and appropriate safety equipment and/or clothing is worn at all times.

You may be able to obtain cover for a sporting activity that is not listed, by contacting your issuing agent. An extra premium may need to be paid.

Any sporting activity not stated under activities cover is excluded under dangerous activity.

Appointed Representative - the Preferred Law Firm, law firm, accountant or other suitably qualified person DAS will appoint to act on behalf of the Insured Person.

Channel Islands - Jersey, Guernsey, Alderney, Sark, Herm, Jethou, Brechou and Lihou.

Close Business Associate - Your associate in the same employment as you whose absence from work necessitates you having to cancel or curtail your journey as certified by your Senior Director or Partner.

Costs and Expenses

- All reasonable and necessary costs chargeable by the **Appointed Representative** and agreed by DAS in accordance with the **DAS Standard Terms of Appointment**.
- The costs incurred by opponents in civil cases if the **Insured Person** has been ordered to pay them, or the **Insured Person** pays them with DAS' agreement.

Dangerous Activity -

- any professional sporting activity;
- any sporting activity **except** for the sporting activities stated under **activities cover**; or
- any kind of racing except racing on foot; or
- winter sports except** for the sporting activities stated under **activities cover**.

Das Standard Terms of Appointment - the terms and conditions (including the amount DAS will pay to an **Appointed Representative**) that apply to the relevant type of claim, which could include a conditional fee agreement (no win, no fee).

Date of Occurrence - the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the **Date of Occurrence** is the date of the first of these events. (This is the date the event happened, which may be before the date the **Insured Person** first became aware of it.)

Departure Point - the airport, international train station or port where your journey from your home country to your destination begins and where the final part of your journey back to your home country begins.

Home - the place you usually live in the **United Kingdom**, the **Channel Islands** or the Republic of Ireland. **Home country** - means both the country you live in within the **United Kingdom**, **Channel Islands** or the Republic of Ireland and your country of nationality.

Insured Incident - A specific or sudden accident that causes death or bodily injury to the **Insured Person**.

Journey - a holiday or trip that takes place during the period of insurance which begins when you leave home and ends when you get back home or to a hospital or nursing home in your home country, whichever is earlier. Any other holiday or trip which begins after you get back is not covered.

Legal Expenses Insurer - DAS Legal Expenses Insurance Company Limited

Pair or Set - a number of items of personal possessions that belong together or can be used together.

Personal Money - cash, cheques, postal and money orders, current postage stamps, travellers' cheques, coupons or vouchers which have a monetary value, admission tickets and travel tickets, all held for private and not business purposes.

Personal Possessions - each of your suitcases, trunks and similar containers (including their contents) and articles worn or carried by you (including your valuables and passport).

Preferred Law Firm - a law firm or barristers' chambers DAS choose to provide legal services. These legal specialists are chosen as they have the proven expertise to deal with the **Insured Person's** claim and must comply with DAS' agreed service standard levels, which DAS audit regularly. They are appointed according to the **DAS Standard Terms of Appointment**.

Reasonable Prospects - for civil cases, the prospects that the **Insured Person** will recover losses or damages (or obtain any other legal remedy that DAS have agreed to, including an enforcement of judgement), make a successful defence or make a successful appeal or defence of an appeal, must be at least 51%. DAS, or a Preferred Law Firm on DAS behalf, will assess whether there are Reasonable Prospects.

Relative - mother, father, wife, husband, son, daughter, brother, sister, grandmother, grandfather, grandchild, parent-in-law, son or daughter-in-law, or fiancé(e).

Redundancy - loss of permanent paid employment (other than when you are self-employed) after a continuous working period of two years with the same employer, when you are over 18 and under 65.

Resident - a person who has their main home in the **United Kingdom**, the **Channel Islands** or the Republic of Ireland and has not spent more than 6 months abroad during the year before the Policy was issued.

Terrorist Action - the actual or threatened:

- use of force or violence against persons or property, or
- commission of an act dangerous to human life or property, or
- commission of an act that interferes with or disrupts an electronic or communications system undertaken by any person or group, whether or not acting on behalf of or in connection with any organisation, government, power, authority or military force, when any of the following applies:

- the apparent intent or effect is to intimidate or coerce a government or business, or to disrupt any segment of the economy;
- the apparent intent or effect is to cause alarm, fright, fear of danger or apprehension of public safety in one or more distinct segments of the general public, or to intimidate or coerce one or more such segments;
- the reasonably apparent intent or effect is to further political, ideological, religious or cultural objectives, or to express support for (or opposition to) a philosophy, ideology, religion or culture

United Kingdom - England, Scotland, Wales and Northern Ireland and the Isle of Man.

Valuables - jewellery, watches, items made of precious metals or precious stones, furs, leather clothing, binoculars, telescopes, computer game machines, computer games, any kind of photographic, audio, video, computer, television, fax, portable satellite or scuba diving equipment, films, tapes, cassettes, compact or computer discs, cartridges, head phones, cables and memory cards.

We, our, us - Tokio Marine Europe Insurance Limited (50%) and Union Reiseversicherung AG (50%)

Winter sports - skiing, snow boarding and ice skating.

You, your - each person who an insurance premium has been paid for as shown on the confirmation and deposit receipt.

Subject to the terms of this Policy we will indemnify you, during the Period of Insurance for which we have accepted your premium, up to the sums insured provided in respect of:

SECTION 1 - CANCELLATION OR CURTAILMENT CHARGES

If you think you may have to cut your journey short (curtail), the emergency assistance company must be told immediately. Please also see under Section 2 and the 24 Hour Medical Emergency And Repatriation Service sections for more information.

What you are covered for:

We will pay up to the final invoice cost of the journey in total for your part of the costs of unused personal accommodation, transport charges and extra travel expenses which have been paid or where there is a contract to pay. This includes up to £150 for cover for excursions which were booked and paid before your journey begins, which cannot be recovered from anywhere else.

We will provide this cover in the following necessary circumstances.

- If you cancel your journey before it begins because of reasons beyond your control and which happens after your Policy was issued.
- Or, if you cut your journey short (curtail) after it has begun because of one of the following:
 - The death, serious injury or serious illness of you, your relative, someone you are travelling with, or close business associate who lives in your home country or a friend you were going to stay with.
 - You or someone you are travelling with or you were going to stay with is called for jury service or as a witness in a Court of Law.
 - You or someone you are travelling with is needed by the police following a burglary, or damage caused by serious fire, storm, flood, explosion, subsidence, vandalism, fallen trees, impact by aircraft or vehicle at your home or their home or usual place of business in your home country.
 - Severe weather stops you from making your outward journey from your home country.

PROVIDED THAT: If a journey is curtailed through your injury or illness, a doctor at the resort or the nearest town must confirm that such curtailment is necessary. All curtailment claims must be authorised in advance by the emergency assistance company or by us.

We will calculate curtailment claims from the day it is necessary for you to return to your home country. We will pay personal accommodation and extra travel expenses based on each 24-hour period you have lost. If we pay extra transport costs in the event of your repatriation your unused travel tickets will then belong to us.

What you are not covered for:

- Any claims arising from:
 - any medical condition or on going medical condition for which you have received treatment or have visited/been referred to a specialist or have been a hospital patient during the 6 months period immediately preceding the date of issue of this Policy, or
 - where you are on a hospital waiting list for in-patient treatment or where you are in receipt of a terminal prognosis, or
 - any of the following conditions Heart related condition, Hypertension, Arterial Disease, Kidney Disease, Malignant Disease (Cancer), Lung and/or respiratory Disease (including Asthma where you have received in-patient hospital treatment), Motor Neurone Disease, or had a Stroke (unless declared to us and agreed by us in writing prior to effecting this Policy, please refer to the **Pre-Existing Medical Conditions** section on the front cover)
- 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.
- An excess of £75 (or £15 if you are only claiming for your lost deposit) for each incident claimed for under this section.
- Travel tickets paid for using Air Miles.

Anything caused by:

- you not having the correct passport or visa or ESTA or equivalent;
- you travelling against the advice of your doctor;
- you travelling specifically to receive medical treatment during your journey or in the knowledge that you are likely to need treatment;
- any restriction caused by the law of any country or people enforcing these laws;
- bankruptcy or liquidation of the company providing your transport or accommodation, their agents or any person acting for you;
- anything the company providing your transport or accommodation, their agents, any person acting for you or your conference organiser is responsible for;
- your vehicle being stolen or breaking down;
- you not wanting to travel or not enjoying your journey;
- you travelling specifically to obtain medical treatment during your journey;
- riot, civil commotion, strike or lock-out;
- you travelling in an aircraft (except as a passenger in a fully-licensed, passenger-carrying aircraft);
- your carriers refusal to allow you to travel for whatever reason.
- your suicide, self-injury or deliberately putting yourself at risk (unless you were trying to save another person's life);
- you being under the influence of drugs (except those prescribed by a registered doctor but not for the treatment of drug addiction);
- you suffering from any psychological or psychiatric disorder eating disorder, mental instability, anxiety, stress or depression;
- the direct or indirect effect of you using alcohol or solvents;
- the death of any pet or animal.
- You are not covered for anything mentioned in the **General Exclusions and Conditions** sections of the Policy.

1 - Any extra cancellation charges because you did not tell the company providing your transport or accommodation, their agents or any person acting for you, as soon as you knew you had to cancel.

Financial circumstances or unemployment, except caused by redundancy which you find out about after your Policy was issued.

2 - Cutting short your journey unless the emergency assistance company has agreed.

Anything caused by you not getting a medical certificate (from the doctor who treated you in the place where you were staying) which says it was necessary for you to come home early because of death, injury or illness. The emergency assistance company's doctor must have agreed with the reason and that you were fit to travel.

The cost of your original pre-booked tickets if you have not used them and we have paid extra transport costs.

Motorcycling as a driver or passenger on machines exceeding 125cc engine and/or motorcycling as either a driver or passenger unless the person driving the motorcycle holds a current valid full motorcycle license.

Anything caused by you taking part in manual work, unless we agree in writing.

Anything caused by you taking part in a dangerous activity (unless shown to be covered under activities cover and the appropriate additional premium has been paid where applicable for this cover).

SECTION 2 - MEDICAL EMERGENCY, REPATRIATION & ASSOCIATED EXPENSES

If you are taken into hospital or you think you may have to come home early or extend your journey because of illness or accident, the emergency assistance company must be told immediately. Please also see under Section 1 and the 24 Hour Medical Emergency and Repatriation Service sections for more information.

What you are covered for:

If you sustain bodily injury or suffer illness outside your home country we will pay you or your legal representatives up to £5 million for the following reasonable and necessary emergency expenses which you necessarily incur outside your home country during your journey and within 6 months of the injury or illness:-

- medical, surgical, hospital, nursing home or nursing services;
 - reasonable extra transport and accommodation costs for you and any other person who stays or travels with you or to you from your home country on medical advice (including for a replacement carer if your carer who has accompanied you on the journey is medically certified as being unable to care for you as a result of sickness or injury occurring during the period of the journey);
 - transporting your body or ashes to your home or we will pay up to £1,500 for your funeral expenses, in the place where you die outside your home country;
 - reasonable additional transport and accommodation costs incurred in the event of the necessary repatriation of you to your home or place of business within your home country as a result of the sudden and unexpected death serious injury or serious illness, occurring during your journey, of your relative or close business associate.
- £15 for each 24-hour period that you are in hospital as an in-patient up to £600 in total during the journey as well as any fees or charges paid under 1 OR if you have pre-booked a walking tour or have pre-booked organised sporting activities up to £15 for each 24-hour period that you are in hospital as an in-patient or have to stay in bed on the written advice of the doctor who treated you in the place where you were staying and which you cannot recover from anywhere else up to £600 in total during the journey.
- Up to £250 for emergency dental treatment to relieve sudden pain.
- Up to £150 for the cost of excursions booked and paid before your journey begins, which you cannot go on because you are in hospital or have to stay in bed on the written advice of the doctor who treated you in the place where you were staying and which you cannot recover from anywhere else.

What you are not covered for:

- Any claims arising from:
 - any medical condition or on going medical condition for which you have received treatment or have visited/been referred to a specialist or have been a hospital patient during the 6 months period immediately preceding the date of issue of this Certificate, or
 - where you are on a hospital waiting list for in-patient treatment or where you are in receipt of a terminal prognosis, or
 - any of the following conditions Heart related condition, Hypertension, Arterial Disease, Kidney Disease, Malignant Disease (Cancer), Lung and/or respiratory Disease (including Asthma where you have received in-patient hospital treatment), Motor Neurone Disease, or had a Stroke (unless declared to us and agreed by us in writing prior to effecting this Policy, please refer to the **Pre-Existing Medical Conditions** section on the front cover)
- 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.
- Extra transport and accommodation costs which are of a higher standard to those already used on your journey, unless we or the emergency assistance company agree.
- Anything caused by:
 - you travelling against the advice of your doctor;
 - you travelling specifically to receive medical treatment during your journey or in the knowledge that you are likely to need treatment;
 - you travelling in an aircraft (except as a passenger in a fully-licensed, passenger-carrying aircraft);
 - your carriers refusal to allow you to travel for whatever reason;
 - your suicide, self-injury or deliberately putting yourself at risk (unless you were trying to save another person's life);
 - you being under the influence of drugs (except those prescribed by a registered doctor but not for the treatment of drug addiction);
 - the direct or indirect effect of you using alcohol or solvents;
 - you suffering from any psychological or psychiatric disorder, eating disorder, mental instability, anxiety, stress or depression;
 - motorcycling as a driver or passenger on machines exceeding 125cc engine capacity and/or motorcycling as either a driver or passenger unless the person driving the motorcycle holds a current valid full motorcycle license;
 - anything caused by you taking part in manual work, unless we agree in writing;
 - you taking part in any dangerous activity (unless shown to be covered under activities cover and the appropriate additional premium has been paid where applicable for this cover);
 - You are not covered for anything mentioned in the **General Exclusions and Conditions** sections of the Policy.
- 1a - Services or treatments you receive within your home country.
 - Services or treatments you receive which the doctor in attendance and the emergency assistance company think can wait until you get back to your home country.
 - In-patient treatment or repatriation which the emergency assistance company has not authorised.
 - The extra costs of having a single or private room in a hospital or nursing home.
 - The cost of all treatment which is not directly related to the illness or injury that caused the claim.

1c Your burial or cremation within your home country.

- 1 & 3** An excess of **£75** for each incident claimed for under this section, unless your claim is reduced because you used a European Health Insurance Card (EHIC) one of the European Union countries listed on the back of the form or any other reciprocal health arrangement.
- The cost of replacing any medication you were using when you began your journey.
- 3** - Replacing or repairing false teeth or artificial teeth (such as crowns).
- Dental work involving the use of precious metals.

SECTION 3 - PERSONAL POSSESSIONS & PERSONAL MONEY

What you are covered for:

- Up to **£2,000** in total for your personal possessions that are damaged, stolen, lost or destroyed on your journey. It will be our decision to pay either:
 - the cost of repairing your items;
 - to replace your items; or
 - the cost of replacing your items less an amount for wear, tear and loss of value.
- Up to **£50** in total for essential replacement items, if your personal possessions are lost or stolen on your outward journey from your home country for more than **12** hours from when you arrived at your destination. If your personal possessions are lost or stolen on your outward journey from your home country for more than **24** hours from when you arrived at your destination we will pay a further **£50** for each full **24** hours up to **£250** in total. You must send us the receipts for essential replacement items that you buy. We will take any amount we pay from the final claim settlement if the items are permanently lost.
- Up to **£250** towards the costs of replacing your passport if it is lost, stolen or destroyed on your journey.
- Up to **£500** for loss or theft of your personal money while on your journey.

Special Conditions applying to claims under this section

- You must keep all your tickets and luggage tags.
- You must get an estimate for repair for all damage claims. If possible, you should keep the damaged items so that we can inspect them and if we make a payment or we replace an item, the item will then belong to us.
- If something is lost or stolen, you must tell the police as soon as possible but within **24** hours of discovering the loss and get a report from them. You should also get a report from your tour operator's representative or your hotel or apartment manager if this is appropriate. If the loss or theft happens while you are travelling, you must tell the carriers and get a Property Irregularity Report (PIR) form from them.
- You must keep to the carrier's condition of carriage.
- You must not abandon any property.

What you are not covered for:

- Breakage of or damage to sports equipment while it is being used, fragile articles, works of art, paintings, sculptures, computer games, musical instruments, audio, video, computer, television, fax, portable satellite and scuba diving equipment and household goods unless the breakage or damage is caused by fire or accident to the vehicle in which they are being carried.
- Loss or damage due to the climate, wear and tear, reduction in value, moths or vermin.
- Losses not reported to the local Police within **24** hours of discovery and written report obtained
- The cost of replacing or repairing false teeth.
- You are not covered for anything mentioned in the **General Exclusions and Conditions** sections of the Policy.

- More than **£200** for any single article, pair or set of any kind, whether jointly owned or not.
- More than the part of the pair or set that is stolen, lost or destroyed
- More than **£250** in total for valuables, whether jointly owned or not.

1 & 2 Personal possessions sent as freight (such as suitcases you send ahead of you).

1 & 4 An excess of £75 for each incident claimed for under this section.

1, 2 & 3 Loss or theft, or damage to the following:

- Films, tapes, cassettes, cartridges or discs, unless they were pre-recorded, in which case we will pay up to the replacement cost.
 - Goods which deteriorate, bottles or cartons, and any damage caused by these items or their contents.
 - Pedal cycles, wheelchairs, prams, pushchairs or baby buggies except while they are being carried by public transport.
 - Property specifically covered by other insurance.
 - Mobile telephones, SIM cards, mobile telephone prepayment cards, lost or stolen mobile telephone call charges or mobile telephone accessories.
 - Contact or corneal lenses.
 - Bonds, share certificates, guarantees or documents of any kind.
 - Personal possessions that are not with you all the time unless they are locked in the accommodation you are using on your journey, or they are out of sight in the locked boot or covered luggage area of a locked motor vehicle which has been broken into (no cover for valuables).
 - Valuables left in a motor vehicle.
 - Valuables carried in suitcases, trunks or similar containers unless they are with you all the time.
 - Valuables unless they are with you all the time or locked in a safe or safety deposit box (if one is available) or locked in the accommodation you are using on your journey.
- Compensation unless you get a letter from the consulate you reported the loss to.
 - More than **£250** in cash in total while on you, whether jointly owned or not.
 - Compensation unless you can provide receipts of the amount you had from the place where you got the currency.
 - Loss or theft of personal money, unless it is with you all the time, locked in a safe or safety deposit box (if one is available) or locked in the accommodation you are using on your journey.
 - Loss caused by a reduction in exchange rates or shortage caused by mistakes in exchanging currency.
 - Loss or theft of travellers' cheques where the place where you got them provides a replacement service.
 - Travel tickets paid for using Air Miles.

SECTION 4 - PERSONAL ACCIDENT

What you are covered for:

We will pay you or your legal representative one of the following amounts for an accident which must be caused by something external and visible.

- Death. **£15,000**
- Total and permanent loss of sight in one or both eyes or total permanent loss of use of one or both hands or feet. **£25,000**
- Permanent total disablement as a result of which there is no work which you are able to do. If you are not in paid work, we will provide the same cover for any permanent disability which prevents you from doing all your usual activities. **£25,000**

What you are not covered for:

- Anything caused by:
 - any accident that you suffer before your journey begins;
 - your sickness, disease, physical or mental condition that is gradually getting worse;
 - you travelling in an aircraft (except as a passenger in a fully-licensed, passenger-carrying aircraft);
 - your suicide, self-injury or deliberately putting yourself at risk (unless you were trying to save another person's life);
 - you being under the influence of drugs (except those prescribed by a registered doctor but not for the treatment of drug addiction);
 - the direct or indirect effect of you using alcohol or solvents;
 - motorcycling as a driver or passenger on machines exceeding 125cc engine capacity and/or motorcycling as either a driver or passenger unless the person driving the motorcycle holds a current valid full motorcycle license;
 - you taking part in manual work, unless we agree in writing;
 - you taking part in any dangerous activity (unless shown to be covered under activities cover and the appropriate additional premium has been paid where applicable for this cover).
- We will not pay more than one of the benefits resulting from the same injury.
- We will not pay more than **£1,000** if you are under **16** or over **75** at the time of the accident.
- We will not pay compensation if you are over **75** at the time of the accident
- You are not covered for anything mentioned in the **General Exclusions and Conditions** sections of the Policy.

SECTION 5 - MISSED DEPARTURE

What you are covered for:

We will pay you **£800** compensation for the cost of extra accommodation and transport which you have to pay to get to your journey destination or back home because you do not get to the departure point by the time shown in your travel itinerary (plans) because:

- public transport does not run to its timetable; or
- the vehicle you are travelling in has an accident or breaks down PROVIDED THAT the vehicle has been serviced in accordance with the manufacturers recommendations.

temporary closure of the international rail terminal port or airport from which you are due to depart due to any event beyond their control, unless otherwise excluded.
- abnormal and unforeseeable traffic congestion which you can prove resulted in an increase in the time that such journey would normally take of more than **2** hours.

What you are not covered for:

- Any journey within your home country not involving a sea crossing.
- Compensation unless you get a letter from the public transport provider (if this applies) confirming that the service did not run on time.
- Compensation, unless you get confirmation of the delay from the authority who went to the accident or breakdown (if this applies) affecting the vehicle you were travelling in.
- Compensation, unless you have allowed time in your travel plans for delays which are expected.
- Any delay caused by a riot, civil commotion, strike or industrial action which began or was announced before your Policy was issued.
- Failure of public transport caused by a riot, civil commotion, strike or industrial action which began or was announced before you left home or where you could have reasonably made other travel arrangements.
- You are not covered for anything mentioned in the **General Exclusions and Conditions** sections of the Policy.

SECTION 6 - DEPARTURE DELAY

What you are covered for:

Compensation if the flight, international train or sailing you are booked on is delayed at its departure point by more than **8** hours from the time shown in your travel itinerary (plans) because of:

- A serious fire, storm or flood damage to the departure point;
- industrial action;
- bad weather;
- mechanical breakdown of the international train or sea vessel; or
- the grounding of the aircraft due to a mechanical or a structural defect.

We will pay:

- £20** after the first full **8** hours of delay and **£10** after each extra delay of **12** hours up to **£100** in total; or up to the final invoice cost of the journey in total for your part of the costs of the journey which have been paid or where there is a contract to pay before the start of the journey which you cannot recover from anywhere else, if, after you have been delayed for more than **12** hours, you decide to abandon the journey before you leave your home country.
-

What you are not covered for:

- Anything which is caused by you not checking in at the departure point when you should have done.
 - Missed connections.
 - Any journey within your home country not involving a sea crossing.
 - Compensation unless you get a letter from the airline, railway company or shipping line giving the reason for the delay and showing the scheduled departure time and the actual departure time of the flight, international train or sea vessel.
 - Any delay caused by a riot, civil commotion, strike or industrial action which began or was announced before your Policy was issued.
 - Circumstances which could reasonably have been anticipated at the date your Policy was issued.
 - You are not covered for anything mentioned in the **General Exclusions and Conditions** sections of the Policy.
- An excess of **£75** for each incident claimed for under this section.
 - Travel tickets paid for using Air Miles.

SECTION 7 - PERSONAL LIABILITY

If you are hiring a motorised or mechanical vehicle, while on your journey you must make sure that you get the necessary insurance from the hire company. We do not cover this under our Policy.

What you are covered for:

We will pay up to **£2 million** plus any other costs we agree to in writing that relate to anything you cause during your journey for which you are legally liable and results in one of the following:

- Bodily injury of any person.
- Loss of or damage to property which you do not own and you or any member of your family have not hired, loaned or borrowed.
- Loss of or damage to the accommodation you are using on your journey that does not belong to you or any member of your family.

What you are not covered for:

- Any liability for bodily injury or loss of or damage to property that comes under any of the following categories:
 - something which is suffered by anyone employed by you or a member of your family and is caused by the work they are employed to do
 - something which is caused by something you deliberately did or did not do
 - something which is caused by your employment or any member of your family's employment
 - something which is caused by you using any firearm or weapon
 - something which is caused by any animal you own, look after or control, except horses, domestic dogs and cats
 - something which you agree to take responsibility for which you would not otherwise have been responsible for.
- Any liability for bodily injury, suffered by you or any member of your family.
- Compensation or other costs caused by accidents arising from your ownership or possession of any of the following:
 - the use of any land or building except for the accommodation you are using on your journey
 - motorised or mechanical vehicles and any trailers attached to them
 - aircraft, motorised water craft or sailing vessels, except boats designed for and being used as accommodation on your journey
- you are not covered for anything mentioned in the **General Exclusions and Conditions** sections of the Policy.

SECTION 8 - LEGAL EXPENSES

Important - Cover under this section is underwritten and administered by DAS Legal Expenses Insurance Company Limited (DAS).

DAS agrees to provide the insurance described in this Section subject to the terms, conditions, exclusions and limitations set out in this Section, provided that:

- Reasonable Prospects** exist for the duration of the claim
- the **Date of Occurrence of the Insured Incident** is during the Period of Insurance
- any legal proceedings will be dealt with by a court, or other body which DAS agree to, within the Geographical Limits, and
- the **Insured Incident** happens within the Geographical Limits.

What is covered:

DAS will pay an **Appointed Representative**, on behalf of the **Insured Person, Costs and Expenses** incurred following an **Insured Incident**, provided that:

- the most DAS will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is **£50,000**
- the most DAS will pay in **Costs and Expenses** is no more than the amount DAS would have paid to a **Preferred Law Firm**
- in respect of an appeal or the defence of an appeal, the **Insured Person** must tell DAS within the time limits allowed that the **Insured Person** wants to appeal. Before DAS pay the **Costs and Expenses** for appeals, DAS must agree that **Reasonable Prospects** exist
- for an enforcement of judgement to recover money and interest due to the **Insured Person** after a successful claim under this section, DAS must agree that **Reasonable Prospects** exist, and
- where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most DAS will pay in **Costs and Expenses** is the value of the likely award.

What is not covered:

In the event of a claim, if the **Insured Person** decides not to use the services of a **Preferred Law Firm**, the **Insured Person** will be responsible for any costs that fall outside the **DAS Standard Terms of Appointment** and these will not be paid by DAS.

DAS will not pay for the following:

- A claim where an **Insured Person** has failed to notify DAS of the **Insured Incident** within a reasonable time of it happening and where this failure adversely affects the **Reasonable Prospects** of a claim or DAS consider their position has been prejudiced.
- An incident or matter arising before the start of this cover
- Costs and Expenses** incurred before DAS' written acceptance of a claim.
- any claim relating to any illness or bodily injury that happens gradually or is not caused by a specific or sudden accident.
- any claim relating to psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury to an **Insured Person**.
- defending an **Insured Person's** legal rights, but DAS will cover defending a counterclaim.
- any claim relating to clinical negligence.
- Fines, penalties, compensation or damages that a court or other authority orders an **Insured Person** to pay.
- Any legal action an **Insured Person** takes that DAS or the **Appointed Representative** have not agreed to, or where an **Insured Person** does anything that hinders DAS or the **Appointed Representative**.
- Any claim where an **Insured Person** may be one of a number of people involved in a legal action resulting from one or more events arising at the same time or from the same originating cause which could result in the court making a Group Litigation Order.

11. Any claim relating to written or verbal remarks that damage an **Insured Person's** reputation.
12. A dispute with DAS not otherwise dealt with under this section condition 7.
13. **Costs and Expenses** arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.
14. A claim caused by, contributed to by or arising from:
 - (a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel
 - (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it
 - (c) war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup
 - (d) pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
15. A claim directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date.
16. Any **Costs and Expenses** that are incurred where the Appointed Representative handles the claim under a contingency fee arrangement.
17. A claim against Tokio Marine Europe Insurance Limited or its agents.
18. A claim against any insurance intermediary agent of Tokio Marine Europe Insurance Limited.
19. A claim against ESPRIT or any Tour Operator, Travel Agent or Carrier or any provider under a 'Tour Operator' package arrangement.
20. A claim relating to Deep Vein Thrombosis or its symptoms that result from an **Insured Person** travelling by air.
21. **You** are not covered for anything mentioned in the **General Exclusions and Conditions** sections of the Policy below.

Specific Conditions

1. (a) On receiving a claim, if legal representation is necessary, DAS will appoint a **Preferred Law Firm** or in-house lawyer as the **Insured Person's** **Appointed Representative** to deal with the **Insured Person's** claim. They will try to settle an **Insured Person's** claim by negotiation without having to go to court.
 - (b) If the appointed **Preferred Law Firm** or DAS' in-house lawyer cannot negotiate settlement of the **Insured Person's** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then the **Insured Person** may choose a law firm to act as the Appointed Representative.
 - (c) If the **Insured Person** chooses a law firm as their Appointed Representative who is not a **Preferred Law Firm**, DAS will give the **Insured Person's** choice of law firm the opportunity to act on the same terms as a **Preferred Law Firm**. However if they refuse to act on this basis, the most DAS will pay is the amount DAS would have paid if they had agreed to the **DAS Standard Terms of Appointment**.
 - (d) The **Appointed Representative** must co-operate with DAS at all times and must keep DAS up to date with the progress of the claim.
2. (a) An **Insured Person** must co-operate fully with DAS and the **Appointed Representative**.
 - (b) An **Insured Person** must give the **Appointed Representative** any instructions that DAS ask an **Insured Person** to.
3. (a) An **Insured Person** must tell DAS if anyone offers to settle a claim. An **Insured Person** must not negotiate or agree to a settlement without DAS written consent.
 - (b) If an **Insured Person** does not accept a reasonable offer to settle a claim, DAS may refuse to pay further legal costs.
 - (c) DAS may decide to pay an **Insured Person** the reasonable value of the **Insured Person's** claim, instead of starting or continuing legal action. In these circumstances an **Insured Person** must allow DAS to take over and pursue or settle any claim on behalf of an **Insured Person**. An **Insured Person** must also allow DAS to pursue at their own expense and for their own benefit, any claim for compensation against any other person and an **Insured Person** must give DAS all the information and help DAS need to do so.
 - (d) Where a settlement is made on a without-costs basis DAS will decide what proportion of that settlement will be regarded as **Costs and Expenses** and payable to DAS.
4. (a) An **Insured Person** must instruct the **Appointed Representative** to have legal costs taxed, assessed or audited if DAS ask for this.
 - (b) An **Insured Person** must take every step to recover **Costs and Expenses** and court attendance and jury service expenses that DAS have to pay and must pay DAS any amounts that are recovered.
5. If the **Appointed Representative** refuses to continue acting for an **Insured Person** with good reason, or if an **Insured Person** dismisses the **Appointed Representative** without good reason, the cover DAS provide will end immediately, unless DAS agree to appoint another **Appointed Representative**.
6. If an **Insured Person** settles or withdraws a claim without DAS' agreement, or does not give suitable instructions to the **Appointed Representative**, DAS can withdraw cover and will be entitled to reclaim from an **Insured Person** any **Costs and Expenses** DAS has paid.
7. If there is a disagreement between an **Insured Person** and DAS about the handling of a claim and it is not resolved through DAS' internal complaints procedure, an **Insured Person** can contact the Financial Ombudsman Service for help. For all other types of disputes there is a separate arbitration process. The arbitrator will be a barrister chosen jointly by DAS and an **Insured Person**. If there is a disagreement over the choice of arbitrator, DAS will ask the Chartered Institute of Arbitrators to decide.
8. DAS may require an **Insured Person** to get, at the **Insured Person's** expense, an opinion from an expert that DAS considers appropriate on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by DAS and the cost agreed in writing between the **Insured Person** and DAS. Subject to this, DAS will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that the **Insured Person** will recover damages (or obtain any other legal remedy that DAS have agreed to) or make a successful defence.
9. An **Insured Person** must:
 - (a) keep to the terms and conditions of this section
 - (b) take reasonable steps to avoid and prevent claims
 - (c) take reasonable steps to avoid incurring unnecessary costs
 - (d) send everything DAS asks for, in writing, and
 - (e) report to DAS full and factual details of any claim as soon as possible and give DAS any information DAS need.
10. DAS will, at DAS discretion, void this section (make it invalid) from its start date or from the date of claim, or alleged claim, or DAS will not pay the claim if:
 - (a) a claim an **Insured Person** has made to obtain benefit under this section is fraudulent or intentionally exaggerated, or
 - (b) a false declaration or statement is made in support of a claim.
11. Apart from DAS, an **Insured Person** is the only person who may enforce all or any part of this section and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to this section in relation to any third-party rights or interests.
12. If any claim covered under this section is also covered by another policy, or would have been covered if this section did not exist, DAS will only pay DAS share of the claim even if the other insurer refuses the claim.
13. This section is governed by the law that applies in the part of the United Kingdom, **Channel Islands** or Isle of Man where the **Insured Person** normally lives. Otherwise, the law of England and Wales applies. All Acts of Parliament mentioned in this section include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the **Channel Islands** as appropriate.

Legal Advice Service

DAS will give an **Insured Person** confidential legal advice over the phone on any personal legal problem relating to your Journey, under the laws of the member countries of the European Union, Isle of Man, the **Channel Islands**, Switzerland and Norway.

An **Insured Person** can contact DAS' UK-based call centres 24 hours a day, seven days a week. However, DAS may need to call the **Insured Person** back depending on the enquiry. Advice about the law in England and Wales is available 24 hours a day, seven days a week. Legal advice for the other countries is available 9am – 5pm, Monday to Friday, excluding public and bank holidays. If an **Insured Person** calls outside these times, DAS will call the **Insured Person** back. To help check and improve service standards, DAS records all inbound and outbound calls.

To contact the above service, phone DAS on +44 (0) 117 934 0553. When phoning, please quote reference: TV1/4972902.

SECTION 9 - HOME CARE

For immediate advice and assistance contact **Fogg Assist** 24-hour assistance line on **0845 658 9899**

What you are covered for:

Up to **£250** for the emergency costs in securing your home, following damage caused by burglary, serious fire, or storm, until you return from your journey.

What you are not covered for:

1. **You** are not covered for anything mentioned in the **General Exclusions and Conditions** sections of the Policy below.

GENERAL EXCLUSIONS APPLICABLE TO THE WHOLE POLICY

1. We will not cover you for any loss, injury, damage, illness, death or legal liability arising directly or indirectly from, or consisting of, the following.
 - a) A relevant fact that you knew about before you travelled, unless we agreed to it in writing.

- b) i. war, invasion, acts of foreign enemies, hostilities (whether war be declared or not) civil war or any act condition or warlike operation incident to war
 - ii. warlike action by a regular or irregular military force or civilian agents, or any action taken by any government, sovereign or other authority to hinder or defend against an actual or expected attack.
 - iii. insurrection, rebellion, revolution, attempt to usurp power, or popular uprising, or any action taken by government or martial authority in hindering or defending against any of these
 - iv. discharge, explosion, or use of a weapon of mass destruction whether or not employing nuclear fission or fusion, or chemical, biological, radioactive or similar agents, by any party at any time for any reason
 - v. Terrorist Action or any action taken by anyone to prevent real or perceived imminent Terrorist Action or to address ongoing Terrorist Action (See Definitions Section)
 - c) **You** not following any suggestions or recommendations made by any government or other official authority during the period of insurance.
 - d) **Your** property being held, taken, destroyed or damaged under the order of any government or customs officials.
 - e) **Winter sports** (unless shown to be covered under **activities cover** and the appropriate additional premium has been paid where applicable for this cover).
 - f) ionising radiation or radioactive contamination from nuclear fuel or nuclear waste or any risk from nuclear equipment.
 - g) Any currency exchange rate changes.
 - h) The failure or fear of failure or inability of any equipment or any computer program, whether or not you own it, to recognise or to correctly interpret or process any date as the true or correct date, or to continue to function correctly beyond that date (except under **Section 2** and **Section 4**).
2. Any loss caused as a direct or indirect result of anything you are claiming for, unless it says differently in the Policy.

CONDITIONS APPLICABLE TO THE WHOLE POLICY

We will act in good faith in all our dealings with you.

We will only pay your claim if you meet the following conditions:

1. **You** are a resident of the **United Kingdom**, the **Channel Islands** or the Republic of Ireland.
2. **Your** duty:
 - a) **You** are not aware of any circumstances known at the time you purchase this Policy which are likely to cause cancellation or curtailment of your journey. This includes any existing sickness or injury of your relative which if this sickness or injury continued or deteriorated would mean you would have to cancel or curtail your journey
 - b) **You** must tell us all facts which are likely to influence us in the assessment or acceptance of your insurance. If you have any doubt what you need to tell us please contact the intermediary who arranged this insurance for you or us.
3. **CHANGE IN RISK** You will immediately advise us of any changed circumstance which become apparent after the date of issue of this Policy and before the commencement of the journey which you could reasonably foresee as likely to give rise to a claim under this Policy. We reserve the right to alter the terms of this Policy in the light of such changed circumstances. We will, subject to the terms, conditions and exclusions of this Policy, indemnify you under **Section 1** in respect of holiday deposits or charges which you have necessarily incurred up to the date of advice to us of such changed circumstances.
4. **You** take reasonable care to protect yourself and your property against accident, injury, loss and damage.
5. **You** have a valid confirmation and deposit receipt.
6. **You** get a medical certificate from the doctor who treated you when a claim is made for medical reasons. If you die, Fogg Travel Insurance Services Limited need to see the death certificate, and any other necessary documents.
7. **You** write to Fogg Travel Insurance Services Limited as soon as possible with full details of anything which may result in a claim.
 - You** send Fogg Travel Insurance Services Limited every writ, summons or other communication to do with a claim as soon as you get it.
9. **You** give Fogg Travel Insurance Services Limited all the information, documents, evidence vouchers, receipts and bills Fogg Travel Insurance Services Limited need (including details of your household insurance under which your valuables may need to be insured separately depending on their value). **You** must do this at your own expense.
10. **You** do not admit liability or offer to pay any claim unless you have our written permission.
11. **You** accept that we will not extend the period of insurance for a journey if the original Policy plus any extensions have either ended, been in force for more than 12 months or you know you will be making a claim.
12. **You** accept that no alternations to the terms and conditions of the Policy apply, unless we or our issuing agent confirm them in writing.

We have the right to do the following:

1. Cancel the Policy and make no payment if you make a fraudulent claim.
2. Only cover you for the whole of your journey and not issue a Policy if you have started your journey
3. Take over and deal with, in your name, any claim you make under this Policy.
4. Take legal action in your name (but at our expense) and ask you to give us details and fill in any forms (including Department of Social Security forms) which will help us to recover any payment we have made under this Policy.
5. Get information from your medical records (with your permission) to help us or our representatives deal with any claim. We will not give personal information about you to any other person or organisation without your specific agreement.
6. Send you home at any time during your journey if you are taken ill or injured. We will only do this if the doctor treating you and the emergency assistance company doctor agree. If there is a dispute, we will ask for an independent medical opinion.
7. Not accept liability if you refuse to be repatriated.
8. Cancel this Policy without refunding your premium if your journey is cancelled or curtailed.
9. Refuse to give you any refund of your premium or transfer the premium, unless you cancel this Policy within 14 days of the date of purchase but before commencing any journey and provided that no claim has been made.
10. Not to pay any claim on this Policy (except under **Section 4**) for any amounts you can get back from someone or somewhere else or anything which is covered by another insurance policy.
11. Settle all claims in pounds sterling.
12. This Policy is governed by the law of the country you usually live in if within the **United Kingdom** and the **Channel Islands**, otherwise English law will apply. Any legal disputes will be dealt with in an English Court.

COMPLAINTS PROCEDURE

We aim to provide the best possible products and services. However, for any enquiry or complaint you may have regarding your Policy please follow the guidelines below. Your complaint will be dealt with in the most efficient way possible.

You should write to General Manager, FOGG TRAVEL INSURANCE SERVICES LTD
Crown Hill Drive, Mansfield, Notts. NG19 7AE
Telephone 01623 631331 Email complaint@fogctravelinsurance.com
Please quote **ESPRIT ALPINE ADVENTURES**
to help your enquiry to be dealt with speedily.

Should the issue not be resolved to your satisfaction, you may refer the dispute to the:
Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR
Telephone 0845 080 1800 Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

but only if you have already referred the matter to Fogg Travel Insurance Services Limited. We are bound by the Financial Ombudsman's decision, but you are not. It does not prejudice your legal rights.

Tokio Marine Europe Insurance Limited and Union Reiseversicherung AG and DAS Legal Expenses Insurance Company Limited are authorised and regulated by the Financial Services Authority and as such are covered by the Financial Ombudsman Service. All companies are covered by the Financial Services Compensation Scheme (FSCS). This means that you may be entitled to compensation from the scheme if we cannot meet our obligations.

Financial Services Compensation Scheme ("FSCS")

The maximum level of compensation you can receive from FSCS is 90% of the claim without any upper limit. The contact details for FSCS are: Financial Services Compensation Scheme, 7th Floor Lloyds Chambers, Portsoken Street, London, E1 8BN Fax: 020 7892 7301 Website: <http://www.fscs.org.uk>



Fogg Travel Insurance Company 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
Hotelplan PLC, trading as Esprit Alpine Adventures, is an Appointed Representative of Fogg Travel Insurance Services Limited.