

# Education Annual Group Travel Insurance

POLICY DOCUMENT

For educational establishments in the school,  
further and higher education sectors

[www.ecclesiastical.com](http://www.ecclesiastical.com)

 ecclesiastical

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# Introduction

Thank you for insuring with Ecclesiastical and we welcome you as a policyholder. We are a specialist financial services group, with a strong portfolio of insurance, investment management, broking and advisory businesses in the UK, Ireland, Canada and Australia. All are underpinned by a reputation for delivering an outstanding service for customers, with firmly established roots as a socially responsible general insurer.

## Policy information

The policy is divided into a number of sections. Your schedule will show which sections are in force and for how much you are insured.

Please read the policy document and policy schedule carefully. If you have any queries or wish to change the cover, contact us immediately.

We will send you an updated schedule whenever the cover is changed and at each annual renewal date. The most recent schedule will provide the details of your current cover. Please retain this with your policy booklet, together with any special notices we send you about the policy.

Please also retain all other schedules so you may check what cover applied on any specific date should you need to do so.

If your needs change, please tell us.

## How we use your data

Your privacy is important to us. We will process your personal data in accordance with data protection laws.

Ecclesiastical Insurance Office plc ("**we**", "**us**", "**our**") is the data controller in respect of any personal data which you provide to us or which we hold about you and any personal data which is processed in connection with the services we provide to you.

Where you provide us with personal data about a person other than yourself (such as a dependant or named person under a policy), you must inform them that you are providing their personal data to us and refer them to this notice.

To provide our insurance related services, we will collect and process your personal data such as your name, contact details, financial information and any information which is relevant to the insurance policy we are providing. In order to provide your insurance policy or when making a claim, we may also need to collect or process 'special categories of personal data' such as information relating to your health or criminal convictions or information which is likely to reveal your religious beliefs.

We process your personal data for the purposes of offering and carrying out insurance related services to you or to an organisation or other persons which you represent. Your personal data is also used for business purposes such as fraud prevention, business management, systems development and carrying out statistical and strategic analysis.

Providing our services will involve sharing your personal data with, and obtaining information about you from, our group companies and third parties such as brokers, loss adjusters, credit reference agencies, fraud prevention agencies, our service providers and professional advisors, or business partners and our regulators.

In some circumstances we may transfer your personal data to countries outside of the European Economic Area. We will put appropriate safeguards in place to ensure that your personal data is protected.

Where we have your consent, we may market our services to you or provide your personal data to our related companies or business partners for marketing purposes. You can opt out of marketing communications at any time by clicking on the link at the bottom of any email or by contacting us.

## Fraud Prevention

We need to carry out fraud and anti-money laundering checks, and this will involve sharing your personal data (such as your name, contact details and financial information) with credit reference and fraud prevention organisations such as the Claims and Underwriting Exchange, run by MIB. If you make a claim, we will share your personal data (to the extent necessary) with other companies including other insurers and anti-fraud organisations to prevent fraud. For the purposes of deciding whether to accept and pay a claim or any part of it, we may appoint loss adjusters or external investigation services to act on our behalf.

If false or inaccurate information is provided and fraud is identified, your personal data will be passed to fraud prevention agencies including the Insurance Fraud Register, run by the Insurance Fraud Bureau. Law enforcement agencies may access and use this information.

Please note that when carrying out any fraud prevention activities, we may need to process your special categories of data such as criminal offence information and share it with fraud prevention agencies.

## Further Information

For further information on how your personal data is used and your rights in relation to your personal data please refer to our Privacy Policy at [www.ecclesiastical.com/privacypolicy](http://www.ecclesiastical.com/privacypolicy) or contact our Data Protection Officer at Benefact House, 2000, Pioneer Avenue, Gloucester Business Park, Brockworth, Gloucester, GL3 4AW, United Kingdom or on **0345 6073274** or email [compliance@ecclesiastical.com](mailto:compliance@ecclesiastical.com).

## Third party providers

Ecclesiastical provides certain specialist cover under this policy via third parties whom we have selected as suitable providers. Where this is the case we have given details of the provider under the specific cover within this contract or in your policy schedule.

## Foreign and Commonwealth Office

You must observe travel advice provided by the Foreign and Commonwealth Office (FCO). No cover is provided under any section of this policy in respect of travel to a destination to which the FCO has advised against all travel before the journey commences.

If the status of the country you are travelling changes during the period of insurance, please contact us and we will advise you if we can continue to provide cover, and if not, the alternatives that apply.

In the event that an Insured person is already within a destination on the date the FCO issues a warning against all travel, cover will continue to apply for a period of up to 7 days. Cover will then cease unless we agree otherwise in writing.

Please let us know if any travel is planned to destinations to which the FCO advises against all but essential travel.

Travel advice can be obtained from the FCO website at [www.fco.gov.uk](http://www.fco.gov.uk)

### Important note: medical treatment and medical referrals

This is not a private medical insurance. We will pay for private treatment only if there is no appropriate reciprocal health agreement in existence and no public service available. We reserve the right to organise a transfer from a private medical facility to a public medical facility where appropriate.

In the event of medical treatment becoming necessary for which reimbursement will be sought, we or our representatives will require unrestricted access to all your medical records and information.

### Helpful hints for your winter sports trip

1. Whilst skiing is fun there are rules and regulations that apply and you can be prosecuted for behaving in a reckless or dangerous manner. You should read and understand International Ski Federation (FIS) rules before you ski.
2. If you are not skiing with an instructor or guide you should check that the area you wish to ski in is suitable for a skier of your level - obtain advice from the local ski school.  
**Never ski in closed areas - it is extremely dangerous and insurance cover may be invalidated.**
3. When leaving skis in racks try to liaise with a friend to ensure that skis are not left in pairs - 'mix and match them' as thieves prefer only to take pairs.

### Reciprocal health agreement

When travelling to European Economic Area (EEA) countries and Switzerland you are strongly advised to obtain a European Health Insurance Card (EHIC) online at: [www.ehic.org](http://www.ehic.org) or by telephone on 0300 330 1350. This EHIC entitles you to benefit from the reciprocal health agreements which exist between the European Economic Area (EEA) and Switzerland.

The United Kingdom has reciprocal health arrangements with certain other non-EEA countries including but not limited to Australia, New Zealand and Russia. Visit [www.dh.gov.uk/travellers](http://www.dh.gov.uk/travellers) for a list of those countries in which you may be entitled to free treatment or treatment at reduced cost.

# Helplines

## When phoning, please quote your policy number

### 24 Hour Emergency Assistance and Pre-travel Advice Number

The 24h Worldwide Emergency Assistance Service and Pre-travel advice under this policy is provided by an assistance company who employ a team of trained multi-lingual assistance coordinators.

The assistance available may entail evacuation and/or repatriation to the United Kingdom or treatment abroad as a hospital in-patient and includes, where necessary

- making guarantees for the payment of hospital or doctor's fees, when appropriate
- giving multi-lingual assistance
- arranging repatriation to the United Kingdom by air ambulance or scheduled air service and necessary escort by medical attendant
- making travel arrangements for other members of the party or next of kin
- on arrival in the United Kingdom organising an ambulance service to hospital or home

In the event of a serious medical emergency you or the Insured person must as soon as possible contact the Assistance Company who will be solely responsible for all decisions on the most suitable practical and reasonable solutions to any problem.

#### For assistance telephone:

**+44 (0) 1452 872 794**

**Email: [travelassist@ecclesiastical.com](mailto:travelassist@ecclesiastical.com)**

The assistance company can also provide advice and assistance in many other circumstances. For instance they can:

- advise on how to locate lost or delayed baggage with carriers
- refer you to an Embassy, Consulate or other source of legal consultation
- organise onward travel tickets following missed departure
- provide advice before you travel such as:
  - which currencies and/or travellers cheques to take
  - banking hours
  - any visa entry requirements and permits required
  - inoculation requirements
  - the language spoken and the time zones in the countries being visited.

The assistance company will not accept responsibility if the Helpline service fails for reasons they cannot control.

## **Eurolaw Legal Advice**

This helpline is provided by DAS Legal Expenses Insurance Company Ltd (DAS)

In connection with a trip DAS will give an insured person confidential legal advice over the phone on any personal legal problem, under the laws of the member countries of the European Union, Isle of Man, the Channel Islands, Switzerland and Norway. DAS will not accept responsibility if the Helpline Service fails for reasons DAS cannot control.

**To contact the above service, telephone DAS on**

**0345 268 9124** (UK only)

**+44 (0) 1452 875 925** (outside of UK)

# Claims services and contact numbers

## For claims other than emergency assistance and legal expenses claims

This claims service is provided on behalf of Ecclesiastical Insurance Office plc by a claims management company detailed on your policy schedule.

If you wish to report a new claim or enquire about an existing claim, the service is available from Monday to Friday 9am to 5pm. (In an emergency please contact the Emergency Assistance service shown on page 5.)

### Please call

**0345 606 1018** (UK only)

**+44 (0) 1452 872 701** (outside of UK)

Email: [travelclaims@ecclesiastical.com](mailto:travelclaims@ecclesiastical.com)

## For legal expenses claims

If you wish to report a new legal expenses claim or discuss an existing claim please call:

**DAS Legal Expenses Insurance Company Limited**

**0345 268 9124** (UK only)

**+44 (0) 1452 875 925** (outside of UK)

# General Definitions

Each time any of the following words or phrases appear in this policy document or in the policy schedule in bold italic type they will take the specific meaning shown below unless more specifically defined under each individual policy section

Where the words or phrases are not highlighted in this manner the normal everyday meaning of the word or phrase will apply

## ***Accident / accidental***

means a sudden violent external unforeseen and identifiable event

## ***Assistance company***

means the assistance company **we** have appointed to handle emergency travel assistance whose identity is shown in the policy schedule

+44 (0) 1452 872 794

## ***Bodily injury***

means injury which is caused solely by **accidental** means and which within twenty-four months from the date of such **accident** and independently of illness or any other cause shall result in the death or disablement of the **insured person**

## ***Claims handler***

means the **company we** have appointed to handle claims for all sections other than Section 10 Legal expenses

## ***Close business colleague***

means a person employed by the same company or organisation as the **insured person** and in whose absence from the business it will be essential that the **insured person** be present in their place

## ***Company/we/our/us***

means Ecclesiastical Insurance Office plc

## ***Condition precedent to liability***

means a condition of this policy where non-compliance (provided that such non-compliance is material to the loss) shall mean the claim will not be paid and any payment on account of the claim already made by **us** shall be repaid to **us**

## ***Effective date***

means the date this policy becomes effective as shown in the policy schedule

## ***Excess***

means the amount **you** must pay towards any claim

## ***Incidental holidays***

means any leisure trip which is made in conjunction with and is part of a **journey**

## ***Insured person(s)***

means all pupils and accompanying adults (not exceeding 75 years of age) included within any **journey** covered by this policy

**Journey(s)**

means any time during the **period of insurance** that an **insured person** is travelling in connection with a school trip organised by **you** (excluding one way journeys) as long as the trip is to a destination outside of the **United Kingdom** (or within the **United Kingdom** if such travel includes an overnight stay and/or air travel and/or sea travel)

Such journey(s) commence from the time of leaving home or place of employment (whichever is left last) until arrival back at their home or place of employment (whichever is reached first)

**Money**

means cash currency bank notes travellers' and other cheques credit/debit cards postal or money orders travel tickets pre-paid coupons or vouchers event and entertainment tickets and phonecards belonging to **you** or to any **insured person**

**Period of insurance**

means the period stated in the policy schedule

The **period of insurance** is automatically extended for up to 30 days in the event that completion of the **journey** is delayed due to any circumstances beyond **your** control provided that **you** have not been detained by the police or any other lawful authority for any criminal act or breach of any law or enactment and provided that **you** make all reasonable efforts to complete the **journey** as soon as is reasonably practicable after the original scheduled completion date of the **journey**

**Personal baggage**

means personal goods and effects belonging to the **insured person** for which the **insured person** is responsible and which are taken on or acquired during the **journey**

**Relative**

means spouse fiancé(e) civil partner partner parent step-parent parent-in-law grandparent child step-child son-in-law daughter-in-law grandchild step-grandchild brother sister step-brother stepsister brother-in-law sister-in-law of the **insured person** or of the person with whom the **insured person** is travelling or had arranged to stay

**Sickness**

means illness which manifests itself during the **period of insurance** and is perceived by a qualified medical practitioner to necessitate immediate medical treatment or repatriation

**Ski Equipment**

means snowboard skis bindings sticks and boots

**Ski pack**

means ski school fees lift passes and hired ski equipment

**Unattended Vehicle**

means a motor vehicle which contains neither a driver nor a passenger

**United Kingdom**

England Wales Scotland Northern Ireland the Channel Islands and the Isle of Man

**Winter sports activities**

means dry slope skiing alpine skiing glacier skiing snow skiing snow boarding langlauf/Nordic skiing mono skiing ski bobbing/ski doo ice skating ice hockey curling and tobogganing including such activities being undertaken off piste provided such activity is not undertaken alone and/or against local authoritative warning or advice

**You/your/Insured**

The **Insured** shown in the policy schedule

# Insuring clause

This policy document and the policy schedule including all clauses applied to the policy shall together form the policy and be considered as one document

In consideration of payment of the premium **we** will provide insurance against damage injury or liability (as described in and subject to the terms conditions limits and exclusions of this policy or any section of this policy) occurring or arising in connection with **your** usual activities during the **period of insurance** or any subsequent period for which **we** agree to accept a renewal premium

## General conditions

### 1 Precautions

**You** and the **insured person** must

- (a) take all reasonable precautions to prevent anything happening which may give rise to a claim under this policy
- (b) not book or undertake a **journey** against medical advice if the **insured person** has any reason to believe that such a **journey** may have to be cancelled or curtailed

### 2 Claims

If there are any circumstances that give rise to a claim under this policy the **insured person** must contact the **claims handler** within 30 days of completion of a **journey** or as soon as is reasonably practicable after that and supply at the request of and without cost to **us** all such proof information and evidence and provide all such assistance as **we** may require complying with all reasonable deadlines set by **us** and complying with all deadlines set by any court or legally empowered authority for the disclosure of information production of proof evidence and/or documentation and provision of assistance

No admission offer promise payment or indemnity shall be made or given by or on behalf of **you** without the written consent of **us**

### 3 Our rights in the event of a claim

**We** shall be entitled but not bound to take over and conduct in the name of the **Insured** or **insured person** the defence or settlement of any claim or to prosecute in the name of the **Insured** or **insured person** for **our** own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim

**We** shall be entitled at any time in **our** own name or in the name of the **Insured** or **insured person** to take action to secure recovery or reimbursement in respect of any loss or damage and the **Insured** and **insured person** shall give the **claims handler** all information and assistance in so doing

**We** may at any time pay to the **insured person** in connection with any claim or series of claims under Special Clause 3 – Personal Liability the amount of the limit of liability shown in the policy schedule (after deduction of any sum or sums already paid in damages) or any lesser amount for which such claim or claims can be settled and upon such payment being made **we** shall relinquish the conduct and control of and be under no further liability in connection with such claim or claims except for the payment of costs and expenses recoverable or incurred prior to the date of such payment

Upon payment of any claim within the optional Winter Sports section for **Ski Equipment** (other than for repair) any part of the property in respect of which payment is made shall belong to **us** subject to the **insured persons** right to reclaim it upon repayment to **us** of the amount paid by **us**

#### 4 Fraud

If a claim made by **you** or anyone acting on **your** behalf or any other person claiming to obtain benefit under this policy is fraudulent or exaggerated whether ultimately material or not or if any damage is caused by **your** wilful act or with **your** connivance **we** may at **our** option

- (a) repudiate the claim
- (b) recover any payments already made by **us** in respect of the claim
- (c) cancel the policy from the date of the fraudulent act and retain the premium due for the unexpired period of insurance from the date of cancellation up to the renewal date

If **we** cancel the policy **we** will notify **you** in writing by special delivery to **your** last known address

#### 5 Cancellation

**We** may cancel this policy or any section of it by sending 30 days' notice by recorded delivery to **you** at **your** last known address and shall refund to **you** the proportionate premium for the unexpired period of cover

#### 6 Policy voidable

**You** must ensure that a fair presentation of the risks to be insured is made to **us**

In the event of misrepresentation misdescription or non-disclosure of any material fact or circumstance **we** may void the policy and retain any premium paid where such misrepresentation misdescription or non-disclosure is deliberate or reckless

Where such misrepresentation misdescription or non-disclosure is not deliberate or reckless **we** may at **our** option

- (a) void the policy and refund to **you** any premium paid if **we** would have not entered into this policy on any terms had clear representation description and disclosure been made
- (b) proportionately reduce the amount to be paid on any claim if **we** would have entered into this policy on the same terms but for a higher premium  
The reduction in claim payment will represent the percentage difference between the premium **you** have paid and the premium **we** would have charged **you** had clear representation description and disclosure been made
- (c) impose additional terms on this policy if **we** would have entered into this policy on such additional terms but at the same premium had clear representation description and disclosure been made

**We** may apply these additional terms to **your** policy with effect from inception

#### 7 Changes to the risk

If an **insured person** travels to a destination which the Foreign and Commonwealth Office has advised against all but essential travel **you** must inform **us** as soon as reasonably practicable

## 8 Dual insurance

If at the time of any incident which results in a claim under this policy there is another insurance covering the same loss damage expense or liability **we** will not pay more than **our** proportionate share (not applicable to Section 3 - Personal Accident).

## 9 Arbitration

If any difference shall arise as to the amount to be paid under this policy (liability being otherwise admitted) such difference shall be resolved by arbitration in accordance with the statutory provisions in force at the time by an arbitrator agreed to in writing by the parties or if the parties cannot agree an arbitrator appointed by the Chartered Institute of Arbitrators following a request from either party after a seven day written notice by one party to the other requiring an agreement

## 10 Contracts (Rights of Third Parties)

A person or company who is not party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act

## 11 Law applicable

This policy (other than the Legal expenses section) shall be governed by and construed in accordance with the law of England and Wales unless the **Insured's** habitual residence (in the case of an individual) or central administration and/or place of establishment is located in Scotland in which case the law of Scotland shall apply

The legal expenses section shall be governed by and construed in accordance with the law of the United Kingdom of Great Britain and Northern Ireland the Isle of Man and the Channel Islands

## 12 Sanctions

**We** shall not provide any cover under this policy or be liable to pay any claim or provide any benefit to the extent that the provision of such cover payment of such claim or provision of such benefit would expose **us** to any sanction prohibition or restriction under United Nations resolutions or the trade or economic sanctions laws or regulations of the European Union United Kingdom or United States of America

If any such sanction prohibition or restriction takes effect during the **period of insurance you** or **we** may cancel that part of this policy which is affected with immediate effect by giving such notice in writing

In such circumstances **we** shall return a proportionate premium for the unexpired period of cover provided no claims have been paid or are outstanding

# General exclusions

1. This insurance does not cover
  - (a) any person aged 76 years or over at the **effective date**
  - (b) any claim arising out of or in connection with any wilful malicious or criminal act of the **Insured** or **insured person** or breach of any law or enactment by the **Insured** or **insured person**
  - (c) any claim caused by or arising from
    - (i) pregnancy or childbirth in respect of any **journey** starting and/or finishing within 12 weeks of the expected date of birth
    - (ii) wilfully self-inflicted illness or injury the abuse of alcohol drug addiction the influence of drugs (except drugs taken in accordance with treatment prescribed and directed by a registered medical practitioner other than for drug addiction) solvent abuse sexually transmitted diseases travel contrary to medical advice or where the purpose of travelling is to obtain medical treatment or advice
    - (iii) mental illness anxiety or depression
  - (d) any claim attributable directly or indirectly to Human Immunodeficiency Virus (HIV) and/or any HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or any mutant derivatives or variations thereof
  - (e) death injury illness or disablement directly or indirectly resulting from or consequent upon the **insured person's** own suicide or attempted suicide or deliberate exposure to danger (except in an attempt to save human life)
  - (f) Loss or damage directly or indirectly occasioned by happening through or in consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power
  - (g) discharge explosion or use of a weapon employing nuclear fission or fusion or chemical biological radioactive or similar agents by any party at any time for any reason
  - (h) an **insured person** engaging in military naval or air services or operations (other than reserve or volunteer training as a member of one of the officially recognised United Kingdom volunteer reserve forces)
  - (i) any claim directly or indirectly caused by contributed to or arising from
    - (i) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
    - (ii) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
  - (j) any claim directly or indirectly caused by contributed to or arising from a **journey** to a destination where the Foreign and Commonwealth Office (FCO) has advised against all travel before the **journey** commences  
In the event an **insured person** is already within a destination on the date the FCO issues a warning against all travel to that destination cover will be maintained as shown in the policy schedule for a period of up to seven days  
Cover will then cease unless otherwise agreed in writing by **us**
2. This insurance does not apply whilst the **insured person** is engaging in
  - (a) air travel other than as a passenger in a licensed aircraft being operated by a licensed commercial air carrier
  - (b) any form of winter sports (except curling or non-competitive skating) other than as provided for by Section 9 if this is operative
  - (c) taking part in hunting diving potholing caving mountaineering (ordinarily necessitating the use of ropes or guides) speed or time trials or racing of any kind other than on foot

3. **We** shall not be liable for any claim caused by or arising from the failure of any computer hardware or software or other electrical equipment to recognise or process any date as the true calendar date or any claim caused by or arising from any computer virus including but not limited to Trojan horses worms or time and logic bombs  
This exclusion does not apply to Section 1 – Medical and emergency expenses or Section 8 Students personal accident
4. **We** shall not be liable for any claims arising directly or indirectly for **journeys** that are expected to exceed 60 days duration unless declared to and accepted in writing by **us**

# 1 Medical and emergency expenses

**Your schedule will show if this section applies**

## What is covered

**We** will pay **you** on behalf of the **insured person** in respect of reasonable expenses necessarily incurred for medical surgical diagnostic or remedial treatment as a result of an **insured person** falling ill or sustaining **accidental** bodily injury in the course of a **journey** up to the limit of liability shown in the schedule

This includes the following

## Cover 1 - For journeys outside the United Kingdom

- (a) the use of the emergency medical assistance services described on page 5 of this policy available on a 24 hour basis in the event of a serious medical emergency (this may entail evacuation and/or repatriation to the **insured person's** place of residence in the **United Kingdom** or country of residence or treatment abroad as a hospital in-patient)
- (b) reasonable and necessary additional accommodation and travelling expenses of up to two **relatives** or **close business colleagues** required on medical advice to stay or travel with the **insured person** as a direct result of the **insured person** sustaining **accidental** bodily injury or suffering the onset of illness during the **journey**
- (c) reasonable additional expenses necessarily incurred by the **insured person** as a result of the sudden death serious injury or serious illness of the **insured person's relative** or **close business colleague** in the **United Kingdom**
- (d) reasonable additional expenses necessarily incurred as a result of the death serious injury or serious illness of an accompanying person covered under this section or the repatriation of such person consequent upon the death serious injury or serious illness of their **relative** or **close business colleague**
- (e) emergency optical treatment but only in respect of a condition resulting from accidental bodily injury sustained or illness first manifesting itself during the **journey**
- (f) in the case of the **insured person's** death either
  - (i) expenses incurred up to a maximum of GBP5,000 in all to transport the body or ashes to the **insured person's** home in the **United Kingdom** or to the **insured person's** country of residence or
  - (ii) funeral expenses incurred outside the **United Kingdom** up to a maximum of GBP5,000 in all
- (g) dental treatment but only for the emergency relief of pain to sound and natural teeth only up to a maximum of GBP1,000 in all

Provided that

1. cover 1 shall apply only in respect of covered trips outside the **United Kingdom**
2. the amount payable under this sub-section shall only be in respect of expenses incurred within twelve months of the date of the incident giving rise to the claim
3. **we** reserve the right to repatriate to the **United Kingdom** when in the opinion of **our** medical advisers the **insured person** is fit to travel
4. the **assistance company** is notified
  - (a) prior to the **insured person** being admitted as an inpatient to any hospital clinic or nursing home but if this is not possible because of the seriousness of the condition then **you** or the **insured person** must contact the **assistance company** immediately or as soon as is reasonably practicable after being admitted
  - (b) prior to any repatriation arrangements being made
  - (c) in the event of the death of the **insured person** prior to burial cremation or transportation of the **insured person's** remains to the **United Kingdom** and has authorised any expenses to be incurred

5. **we** reserve the right to organise a transfer from a private medical facility to a public medical facility where appropriate

### Cover 2 - For journeys within the United Kingdom

- (a) dental treatment but only for the emergency relief of pain to sound and natural teeth only up to a maximum of GBP100
- (b) accommodation and/or travelling and/or repatriation expenses to the **insured person's** home or to the most suitable hospital or nursing home near the **insured person's** home within the **United Kingdom** up to a maximum of GBP10,000
- (c) necessary additional accommodation and travelling expenses of up to two **relatives** or friends or business associates or colleagues required on medical advice to stay or travel with the **insured person** necessarily and reasonably incurred on medical advice as a direct result of the **insured person** sustaining **accidental** bodily injury or suffering the onset of illness during the **journey** up to a maximum of GBP10,000
- (d) GBP1,000 in total in respect of reasonable charges for the cost of transporting the **insured person's** remains or ashes to the **insured person's** home in the **United Kingdom** (excluding funeral or interment costs) in the event of death occurring during the **journey**
- (e) GBP500 in total in respect of all reasonable additional hotel and travel costs incurred in the event of the necessary repatriation of the **insured person** to the **insured person's** home or place of business within the **United Kingdom** as a result of the sudden and unexpected death serious injury or serious illness occurring during the **journey** of the **insured person's** relative or **close business colleague**

Provided that

- 1. cover 2 shall apply only in respect of **journeys** within the **United Kingdom**
- 2. the amount payable under cover 2 shall only be in respect of expenses incurred within twelve months of the date of the incident giving rise to the claim
- 3. the **assistance company** is notified prior to any repatriation or transportation arrangements being made and has authorised any costs to be incurred

### What is not covered - Covers 1 and 2

- 1. The following costs and expenses unless they have been authorised by the **assistance company**
  - (a) inpatient hospital clinic or nursing home expenses
  - (b) repatriation transportation or additional hotel or travel costs and expenses
  - (c) burial or cremation costs outside the **United Kingdom**
  - (d) charges levied for services rendered or treatment received in the **United Kingdom**
- 2. Any elective medical or dental treatment or exploratory tests
- 3. Dental work involving precious material
- 4. Treatment which in the opinion of a medical or dental practitioner could reasonably be delayed until the **insured person** returns to their home or place of business in the **United Kingdom**
- 5. Medical hospital or treatment expenses which the **insured person** knew at the time of departure on the **journey** will be required or required to be continued during the course of such a **journey**
- 6. Charges levied for services rendered or treatment received after 12 months from the date of any incident giving rise to a claim
- 7. Expenses incurred more than 12 months after completion of a **journey**
- 8. Expenses incurred in replenishing supplies of medication which were prescribed and supplied to the **insured person** prior to the commencement of a **journey**
- 9. The **excess** shown in the policy schedule except where medical expenses have been reduced by the use of an EHIC or contribution from any other source in which case provided that liability has been accepted by **us** for such reduced medical expenses the **excess** will be reduced by the amount of such reduction or contribution up to a maximum reduction of GBP50

## 2 Cancellation or Curtailment

**Your schedule will show if this section applies**

### Definitions

Each time any of the following words or phrases appear in this section in bold italic type they will take the specific meaning shown below

Where words or phrases are not highlighted in this manner the normal everyday meaning of the word or phrase will apply

#### ***Cancellation expenses***

means loss of deposits or charges for advance payments for travel or accommodation which have not been or will not be used but which become forfeit or payable under contract

#### ***Curtailment expenses***

means loss of deposits or charges for advance payments for travel or accommodation which have not been or will not be used but which become forfeit or payable under contract and the additional expenses of travel and accommodation which are not recoverable elsewhere and which are necessarily incurred to enable the ***insured person*** to return to their place of residence in the ***United Kingdom***

#### ***Rearrangement expenses***

means the additional expenses of travel and accommodation which are not recoverable elsewhere and which are necessarily incurred to enable the ***insured person*** to continue the ***journey*** provided that such expenses are limited to economy class airfares or second class rail fares

#### ***Replacement expenses***

means all reasonable and necessary expenses incurred in sending a substitute person to complete the original ***insured person's journey*** provided that such expenses are limited to economy class airfares or second class rail fares

### What is covered

**We** will pay **you** up to the limit of liability shown in the policy schedule in respect of ***cancellation expenses*** and/or ***curtailment expenses*** and/or ***rearrangement expenses*** and/or ***replacement expenses*** incurred by **you** or the ***insured person*** as a result of the necessary and unavoidable cancellation or curtailment or rearrangement of a ***journey*** during the ***period of insurance*** due to

1. the death ***bodily injury*** or ***sickness*** of the ***insured person*** occurring or manifesting itself during the ***period of insurance*** or
2. the death ***bodily injury*** or ***sickness*** occurring or manifesting itself during the ***period of insurance*** of a ***relative*** or ***close business colleague*** of the ***insured person***
3. the ***insured person*** or person with whom he/she had arranged to travel or stay or conduct business with being summoned for jury service subpoenaed as a witness at a court of law compulsorily quarantined or hi-jacked
4. theft from the ***Insured's*** premises where the ***insured person*** is the only keyholder available
5. the presence of the ***insured person*** being required by the Police following burglary at his/her home or the home of an ***insured person*** being unfit to live in following damage by fire aircraft explosion storm or flood
6. cancellation or curtailment of scheduled public transport services due to strike riot or civil commotion

### What is not covered

1. The disinclination of the **insured person** to travel or to continue travelling on a **journey**
2. The **excess** shown in the policy schedule

## 3 Hospitalisation, hijack and kidnap

**Your schedule will show if this section applies**

### What is covered

**We** will pay to **you** on behalf of the **insured person** the benefit shown in the policy schedule for each full period of 24 hours during the **period of insurance** that an **insured person**

- Cover 1            spends in hospital overseas as an inpatient provided that **we** have accepted liability under Section 1 – Medical and emergency expenses subject to a maximum overall benefit as shown in the policy schedule
- Cover 2            is unlawfully detained against their will (whether hijacked kidnapped or otherwise) by any person or persons not known to the **insured person** subject to a maximum overall benefit as shown in the policy schedule provided that such detention begins during the **period of insurance**

No compensation will be payable until the full amount has been agreed

## 4 Travel delay

**Your schedule will show if this section applies**

### What is covered

If as a result of strike industrial action riot or civil commotion adverse weather conditions or mechanical breakdown the departure of any coach train sea vessel or aircraft in which the **insured person** is booked to travel is delayed for at least 4 hours **we** will pay up to the limit of liability shown in the policy schedule for food and other emergency expenses incurred by **you** on behalf of the group or incurred directly by any **insured person** not exceeding the limit of liability shown in the schedule

Provided that

1. no warning of any such strike riot civil commotion industrial action or inclement weather resulting in a claim under this section had been given prior to booking the **journey**
2. **You** have checked in at the coach terminal rail terminal port or airport according to the itinerary and obtains written confirmation from the transport company or authority (or their handling agents) of the number of hours delay in departure of such conveyance from the time shown in the itinerary and the reasons for such delay

## What is not covered

1. Where the insured person fails to
  - (a) take all reasonable steps to arrive at the coach terminal rail terminal port or airport according to the official itinerary supplied
  - (b) check in at the coach terminal rail terminal port or airport according to the official itinerary supplied and/or obtain written confirmation from the carrier transport company or authority (or their handling agents) of the number of hours delay and the reason for such delay
2. The **excess** shown in the policy schedule

## 5 Baggage delay

Your schedule will show if this section applies

### What is covered

**We** will pay to **you** on behalf of the **insured person** up to the amount shown in the policy schedule for the emergency purchase of essential clothing and toiletry articles if during the **journey** the **Insured person** is deprived of their **personal baggage** for 12 hours or more

Provided that

1. the non-arrival of the **insured person's personal baggage** is reported immediately or as soon as is reasonably practicable to the carrier or transport company and a written report (or in the case of an airline a Property Irregularity Report) obtained from them
2. **you** submit to **us** receipts for all items purchased together with the carrier or transport company or authority's written report (or airline Property Irregularity Report) and provide written confirmation from the carrier or transport company or authority of the total number of consecutive hours delay

## 6 Money, documents and passports

Your schedule will show if this section applies

### What is covered

For each claim under cover paragraphs 1. 2. and 3. below **we** will pay up to the limit of liability shown in the policy schedule for the following losses occurring in connection with a **journey** outside the **United Kingdom**

1. **We** will pay **you** for accidental loss of **your money** held in the personal custody and control of **your** representative This includes cover for fraudulent use of **your** credit/debit cards by a third party
2. **We** will pay **you** on behalf of the **insured persons** for accidental loss of their **money** and fraudulent use of their credit/debit cards by a third party

3. **We** will pay to **you** on behalf of the **insured persons** for the necessary additional costs of replacing an **insured person's** travel documents including their passport which are lost or destroyed after the **insured person's** departure on the **journey**

Provided that

1. **you** and the **insured person** shall take all reasonable precautions for the safety of any **money** and documents including passports
2. **you** and the **insured person** shall take all reasonable steps to recover any items lost or stolen

### What is not covered

1. Devaluation of currency or shortages due to errors or omissions during monetary transactions
2. Any loss not reported to either the Police or transport carrier or in respect of the **insured person's** passport the Consular representative within twenty-four hours of discovery of loss
3. Any loss due to confiscation or detention by customs authority
4. **Money** from any **unattended vehicle** or from **personal baggage** unless carried by hand and under the personal supervision of **you** or the **insured person**
5. Unsubstantiated losses
6. Any claim for fraudulent misuse of credit/debit cards unless all the terms and conditions under which the card was issued are complied with
7. The **excess** as shown in the policy schedule

## 7 Missed departure

**Your schedule will show if this section applies**

### What is covered

**We** will pay up to the limit of liability shown in the policy schedule in respect of reasonable and necessary additional and otherwise irrecoverable travel and accommodation expenses which the **insured person** incurs during a **journey** to reach their overseas destination or return from their overseas destination to their place of residence in the **United Kingdom** as a consequence of the following

1. **If travel is by non-scheduled transport or scheduled public transport**
  - (a) An accident
  - (b) Mechanical breakdown
  - (c) Fire flood or landslide
  - (d) Strike or industrial action
  - (e) Riot or civil commotion
  - (f) A criminal act or bomb scare

which causes interruption to such transport provided that these have not occurred or been announced prior to commencing the **journey**

## 2. If travel is by scheduled public transport

- (a) Adverse weather conditions causing interruption to the services an ***insured person*** is travelling on provided that these have not occurred or been announced prior to commencing the ***journey*** or making the original travel booking
- (b) Abnormal and unforeseeable traffic congestion which ***you*** or the ***insured person*** can prove resulted in an increase of more than three hours in the time that the ***journey*** would normally take which causes the ***insured person*** to arrive at the coach terminal rail terminal port or airport too late to board the coach train sea vessel or aircraft upon which the ***insured person*** had been booked to travel

### What is not covered

1. Where the ***insured person*** fails to
  - (a) take all reasonable steps to arrive at the coach terminal rail terminal port or airport according to the official itinerary supplied
  - (b) check in at the coach terminal rail terminal port or airport according to the official itinerary supplied
2. The ***excess*** shown in the policy schedule

## 8 Students personal accident

**Your schedule will show if this section applies**

### Definitions

Each time any of the following words or phrases appear in this section in bold italic type they will take the specific meaning shown below

Where words or phrases are not highlighted in this manner the normal everyday meaning of the word or phrase will apply

#### ***Accumulation limit***

means the maximum aggregate amount ***we*** will pay in respect of all ***insured persons*** for all claims arising from one event source or original cause under this section and Special clause 3 if it applies

#### ***Insured person***

means any of ***your*** students participating in a ***journey*** who are aged under 18 at the time of booking the ***journey***

#### ***Loss of limb(s)***

means loss by permanent physical severance at or above the ankle or of the four fingers at or above the metacarpophalangeal joints or permanent total and irrecoverable loss of use of a complete leg foot arm or hand

**Loss of eye(s)**

means permanent total and irrecoverable loss of sight

- (a) in both eyes resulting in the **insured person's** name being added to the Register of Blind Persons or
- (b) in one eye which is assessed at 3/60 or less on the Snellen scale after correction with spectacles or contact lenses

**Loss of hearing**

means total and irrecoverable loss of hearing in one or both ears

**Maximum benefit any one person**

means the maximum benefit payable in respect of any one **insured person** for all claims arising from one event source or original cause

**Permanent total disablement**

Means total and absolute disablement caused other than by **loss of limb(s) loss of eye(s) loss of hearing** which will entirely prevent the **insured person** from engaging in any and every occupation for the remainder of their life

**What is covered**

**We** will pay to the **Insured** the applicable benefit shown in the policy schedule if during the **journey** an **accident** occurs which causes **bodily injury** (including unavoidable exposure to the natural elements) of the **insured person**

If during the **period of insurance** the **insured person** disappears and after twelve months it is reasonable to believe the **insured person** has died as a direct result of **bodily injury** then **we** will pay the benefit in respect of benefit 1 Death subject to a signed undertaking given by **you** that if the **insured person** is subsequently found to be alive the compensation paid will be refunded to **us**

**Special condition**

Compensation will be payable under only one of Benefits 1 Death 2 Loss of limb(s) 3 Loss of sight 4 Loss of hearing or 5 Permanent total disablement in respect of all **bodily injury** sustained by an **insured person** arising from any one event source or original cause

**What is not covered**

Compensation in excess of

1. the **accumulation limit**
2. the **maximum benefit any one person**

as shown in the policy schedule

## 9 Winter sports

**Cover under this section must be approved by us in advance for each individual trip that includes winter sports**

**Your schedule will show if this section applies**

### What is covered

Notwithstanding General exclusion 2 (b) the cover provided by this policy is extended to cover the **insured persons** whilst participating in **winter sports activities** for any trip that is specifically noted to include this cover in **your** policy schedule

No other winter sports will be covered unless specifically agreed by **us** and shown in **your** policy schedule

In addition the following further amendments apply

### What is covered - additional cancellation or curtailment

Under Section 2 **we** will pay up to GBP750 per **insured person** for all irrecoverable deposits advance payments and other charges paid or due to be paid to engage in **winter sports activities** whilst on a **journey** such deposits payments and other charges being only in respect of instruction equipment hired or ski passes in respect of **winter sports activities** if a **journey** is cancelled or curtailed due to a cause covered under What is Covered 1 to 6 of Section 2

Provided that

1. where requested by **us you** or the **insured person** shall provide **us** with written confirmation by a registered qualified medical practitioner that the **insured person** is unable to take part in **winter sports activities** by reason of **accidental** bodily injury or illness
2. In respect of unused lessons equipment hire or ski passes
  - (a) the **insured person** shall apply to the local service provider for a refund or for evidence of their refusal to refund
  - (b) **you** or the **insured person** shall supply **us** with the unused ski passes and/or documented refusal of refund by the said service provider

### What is not covered - additional cancellation or curtailment

1. Irrecoverable charges for the first two days cancellation of lessons the loss of use of equipment hired or ski passes
2. Any claim solely due to adverse weather conditions of any kind

### What is covered - ski equipment

**We** will pay up to GBP300 in total (after taking in to account a deduction for wear and tear and depreciation) in respect of accidental permanent loss of or damage to **ski equipment** being the property or responsibility of the **insured person** occurring during a **journey**

Provided that

1. **we** shall have the option of repair replacement reinstatement or cash payment based on the intrinsic value of the article(s) in question

2. If the **insured person's ski equipment** is lost stolen or damaged whilst in the care of a carrier transport company authority hotel or the **insured person's** accommodation **you** must report to them in writing details of the loss theft or damage and get their written confirmation
3. If **ski equipment** is lost stolen or damaged whilst in the care of an airline the **insured person** must
  - (a) get a Property Irregularity Report from the airline
  - (b) give formal written notice of the claim to the airline within the time limit contained in their conditions of carriage (please keep a copy)
  - (c) keep all travel tickets and tags for submission to **us** if the **insured person** is going to make a claim under this extension

The **insured person** must keep receipts for items lost stolen or damaged as these will help to substantiate their claim

### What is not covered - ski equipment

1. Loss or damage caused by or resulting from
  - (a) delay confiscation or detention by Customs or other officials or authorities
  - (b) fraud or deception
2. Loss of or damage to **ski equipment** whilst in use
3. Loss or damage due to wear and tear gradual deterioration atmospheric or climatic conditions insects parasites vermin mechanical or electrical breakdown scratching denting or any process of cleaning drying alteration or repair
4. Shortages due to error omission or depreciation in value
5. Theft or attempt thereof of **ski equipment** from any **unattended vehicle**
  - (a) between the hours of 8pm and 9am local time
  - (b) at any other time unless such vehicle has been secured from unauthorised entry and the **ski equipment** is hidden from view within the vehicle or secured within a purpose-built lockable container fastened to the exterior of the vehicle and there is evidence that such theft involved violent and forcible means
6. Theft or loss of **ski equipment** not reported to the local police within 24 hours of discovery or as soon as is reasonably practicable and a police statement obtained from them

### What is covered - ski equipment hire charges

**We** will pay **you** on behalf of any **insured person**

1. up to GBP300 in total in respect of the reasonable and necessary charges for the emergency hire of **ski equipment** if during a **journey** the **insured person** is deprived of their **ski equipment** for 12 hours or more from the time of arrival at the booked destination on the outward leg of the **journey** due to delay or misdirection by the carrier transport company or authority
2. up to GBP20 for each 24 hour period that it is necessary for the **insured person** to hire replacement **ski equipment** in the event of the accidental damage (other than damage whilst in use) to the **insured persons** own winter sports equipment up to a maximum of GBP200 in all

Provided that

1. the non-arrival of the **insured person's ski equipment** is reported immediately or as soon as is reasonably practicable to the carrier transport company or authority and a written report (or in the case of an airline a Property Irregularity Report) obtained from them
2. the **insured person** submits to **us** the receipts for all hire charges together with the carrier or transport company or authority's written report or airline Property Irregularity Report and provide written confirmation from the carrier transport company or authority of the number of hours delay
3. the maximum amount payable under this extension is limited to GBP200 any one claim

### What is covered - Unused ski pack

**We** will pay **you** on behalf of any **insured person** up to GBP100 in total in respect of the proportional return of the irrecoverable pre-booked cost of the lift pass ski-school or **ski equipment** hire as a direct result of the **insured person** sustaining **accidental** bodily injury or suffering the onset of illness during a **journey** which prevents the **insured person** from using skiing facilities whilst certified medically unfit to do so

### What is covered - piste closure

**Important:** this cover is only valid on a **journey** commencing after 20 December - local time at the location of the ski resort and ending before 31 March - local time at the location of the ski resort

**We** will pay **you** on behalf of any **insured person** up to GBP200 in total if during a **journey** it is not possible for the **insured person** to ski in the resort to which the **insured person** has pre-booked to travel and in which the **insured person** had intended to ski due to the total closure of all on-piste skiing facilities solely and directly as a result of lack of snow or excessive snow or avalanche or threat of avalanche such payment being in respect of

- (a) the cost of transfer to an alternative ski area up to a maximum of GBP25 per day for each full day that the **insured person** is unable to ski in such resort plus up to GBP25 per day for the purchase of a lift pass or if no alternative on piste skiing areas are available
- (b) compensation at the rate of GBP50 per day for each full day that the **insured person** is due to ski in such resort but are unable to do so as a result of such total closure of all on-piste skiing facilities up to the maximum stated above provided that the **insured person** provides **us** within 30 days of returning from a **journey** with written confirmation from the tour operator's representative (or if unavailable - the ski lift operators) of the dates of closure and reason for closure of such on-piste skiing facilities

# 10 Legal expenses

**Your schedule will show if this section applies**

## **Guidance note: (not forming part of the policy)**

The cover under this section has been arranged by us and DAS Legal Expenses Insurance Company Limited (DAS). We are responsible for paying the claims under this section but DAS deal with any claims matters and correspondence on our behalf. Their address is:

DAS Legal Expenses Insurance Company Limited  
DAS House,  
Quay Side,  
Temple Back,  
Bristol  
BS1 6NH

Telephone 0345 268 9124 (UK only)  
+44 (0) 1452 875 925 (outside of UK)

It is important that you let DAS know as soon as possible if any problems arise which may result in a claim under this section.

## **DAS Data Protection**

In addition to any other data processing notice provided in relation to this policy, data under this policy will be processed by DAS Legal Expenses Insurance Company Limited (DAS), who are committed to processing the insured person's personal information fairly and transparently. This section is designed to provide a brief understanding of how DAS collect and use this information.

DAS may collect personal details, including the insured person's name, address, date of birth, email address and, on occasion, dependent on the type of cover the insured person has, sensitive information such as medical records. This is for the purpose of managing the insured person's products and services, and this may include underwriting, claims handling and providing legal advice. DAS will only obtain the insured person's personal information either directly from them, the third party dealing with the insured person's claim or from the authorised partner who sold them the policy.

## **Who DAS are**

DAS is part of DAS Legal Expenses Insurance Company Limited which is part of DAS UK Holdings Limited (DAS UK Group). The uses of the insured person's personal data by DAS and members of the DAS UK Group are covered by their individual company registrations with the Information Commissioner's Office. DAS has a Data Protection Officer who can be contacted through [dataprotection@das.co.uk](mailto:dataprotection@das.co.uk).

## **How DAS will use your information**

DAS may need to send the insured person's information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers, specialist agencies so they may contact the insured person to ask for their feedback, or members of the DAS UK Group. If the insured person's policy includes legal advice DAS may have to send the information outside of the European Economic Area (EEA) in order to give legal advice on non-European Union law. Dependent on the type of cover the insured person has, their information may also be sent outside the EEA so the service provider can administer their claim.

DAS will take all steps reasonably necessary to ensure that the insured person's data is treated securely and in accordance with this Privacy Notice. Any transfer outside of the EEA will be encrypted using SSL technology.

DAS will not disclose the insured person's personal data to any other person or organisation unless they are required to by their legal and regulatory obligations. For example, DAS may use and share the insured person's data with other organisations and public bodies, including the police and anti-fraud organisations, for the prevention and detection of crime, including fraud and financial sanctions. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering. Further details explaining how the information held by fraud prevention agencies may be used can be obtained by writing to, or telephoning DAS. A copy is also accessible and can be downloaded via their website.

### **What is DAS' legal basis for processing your information?**

It is necessary for DAS to use the insured person's personal information to perform their obligations in accordance with any contract that they may have with the insured person. It is also in their legitimate interest to use the insured person's personal information for the provision of services in relation to any contract that they may have with you.

### **How long will your information be held for?**

DAS will retain the insured person's personal data for 7 years. DAS will only retain and use personal data thereafter as necessary to comply with their legal obligations, resolve disputes, and enforce their agreements. If you wish to request that DAS no longer use the insured person's personal data, please contact DAS at [dataprotection@das.co.uk](mailto:dataprotection@das.co.uk).

### **What are your rights?**

The insured person has the following rights in relation to the handling of their personal data:

- the right to access personal data held about them
- the right to have inaccuracies corrected for personal data held about them
- the right to have personal data held about them erased
- the right to object to direct marketing being conducted based upon personal data held about them
- the right to restrict the processing for personal data held about them, including automated decision-making
- the right to data portability for personal data held about them

Any requests, questions or objections should be made in writing to the Data Protection Officer:-

Data Protection Officer  
DAS Legal Expenses Insurance Company Limited  
DAS House  
Quay Side  
Temple Back  
Bristol  
BS1 6NH

Or via Email: [dataprotection@das.co.uk](mailto:dataprotection@das.co.uk)

## How to make a complaint

If the insured person is unhappy with the way in which their personal data has been processed, the insured person may in the first instance contact the Data Protection Officer using the contact details above.

If the insured person remains dissatisfied then they have the right to apply directly to the Information Commissioner's Office for a decision. The Information Commissioner can be contacted at: -

Information Commissioner's Office  
Wycliffe House  
Water Lane  
Wilmslow  
Cheshire  
SK9 5AF  
[www.ico.org.uk](http://www.ico.org.uk)

## Definitions applicable to this section

Each time any of the following words or phrases appear in this section in bold italic type they will take the specific meaning shown below

Where the words or phrases are not highlighted in this manner the normal everyday meaning of the word or phrase will apply

### ***Costs and expenses***

means all reasonable and necessary costs chargeable by the ***representative*** on a standard basis

***We*** will also pay the costs incurred by opponents in civil cases if an ***Insured person*** has been ordered to pay them or pays them with ***DAS's*** agreement

### ***DAS***

means DAS Legal Expenses Insurance Company Limited

### ***Date of occurrence***

means the date of the event which leads to a claim

If there is more than one event arising at different times from the same originating cause then the date of occurrence is the date of the first of these events

### ***Insured incident***

means that ***DAS*** will negotiate for an ***insured person's*** legal rights in a claim against a party who causes the death of or ***bodily injury*** to the ***insured person***

### ***Representative***

means the lawyer or other suitably qualified person who has been appointed by ***DAS*** to act for an ***insured person*** in accordance with the terms of this section

## What is covered

**We** will pay **costs and expenses** following an **insured incident** provided that

1. the **date of occurrence** of the **insured incident** is during the **period of insurance** and
2. any legal proceedings will be dealt with by a court or other body which **DAS** agree to and
3. it is always more likely than not that an **insured person** will recover damages (or obtain any other legal remedy which **DAS** have agreed to) or make a successful defence

**DAS** will help in appealing or defending an appeal as long as the **insured person** informs **DAS** within the time limits allowed that they want to appeal

Before **we** pay the **costs and expenses** for appeals **DAS** must agree that it is always more likely than not that the appeal will be successful

**We** will pay the **costs and expenses** charged by a **representative** appointed by **DAS**

The most **we** will pay for all claims resulting from one or more events arising at the same time or from the same originating cause is the limit of liability shown in the policy schedule

## What is not covered

**We** shall not be liable for

1. 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 prospect of successfully recovering damages (or getting any other legal remedy that **DAS** has agreed to) or of making a successful defence
2. an incident or matter arising before the start of this cover
3. **costs and expenses** incurred before **DAS's** written acceptance of a claim
4. any claim relating to any illness or **bodily injury** which happens gradually or is not caused by a specific or sudden accident
5. defending an **insured person's** legal rights but defending a counter-claim is covered
6. fines penalties compensation or damages which an **insured person** is ordered to pay by a court or other authority
7. an **insured incident** intentionally brought about by an **insured person**
8. a legal action that an **insured person** takes which **DAS** or the **representative** have not agreed to or where the **insured person** does anything that hinders **DAS** or the **representative**
9. a claim which is fraudulent exaggerated or dishonest or where an allegation of dishonesty or violent behavior has been made against the **insured person**
10. a claim relating to written or verbal remarks which damage an **insured person's** reputation
11. a dispute with **DAS** not otherwise dealt with under Condition 7 of this section
12. apart from **DAS** the **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 interest
13. **costs and expenses** arising from or relating to Judicial Review coroner's inquest or fatal accident inquiry
14. any **costs and expenses** that are incurred where the **representative** handles the claim under a contingency fee arrangement
15. a claim relating to Deep Vein Thrombosis or its symptoms that result from an **insured person** travelling by air

## Conditions

1. An **insured person** must
  - (a) try to prevent anything happening that may cause a claim
  - (b) take reasonable steps to keep any amount **we** have to pay as low as possible
  - (c) send everything **DAS** ask for in writing
  - (d) give **DAS** full and truthful details by phone or in writing of any claim as soon as possible and give **DAS** any information **DAS** need
  - (e) keep to the terms and conditions of this section
2. (a) **DAS** can take over and conduct in the name of an **insured person** any claim or legal proceedings at any time  
**DAS** can negotiate any claim on behalf of an **insured person**
  - (b) the **insured person** is free to choose a representative (by sending **DAS** a suitably qualified person's name and address) if
    - (i) **DAS** agree to start legal proceedings and it becomes necessary for a lawyer to represent the interests of an **insured person** in those proceedings or
    - (ii) there is a conflict of interest
  - (c) in all circumstances except those in 2 (b) above **DAS** are free to choose a **representative**
  - (d) any **representative** will be appointed by **DAS** to represent an **insured person** according to **DAS's** standard terms of appointment which may include a 'no-win no-fee' agreement  
 The **representative** must co-operate fully with **DAS** at all times
  - (e) **DAS** will have direct contact with the **representative**
  - (f) an **insured person** must co-operate fully with **DAS** and the **representative** and must keep **DAS** up to date with the progress of the claim
  - (g) an **insured person** must give the **representative** any instructions that **DAS** require
3. (a) an **insured person** must tell **DAS** if anyone offers to settle the claim
  - (b) if an **insured person** does not accept a reasonable offer to settle a claim **DAS** may refuse to pay further **costs and expenses**
  - (c) **DAS** may decide to pay an **insured person** the amount of damages that the **insured person** is claiming or which is being claimed against them instead of starting or continuing legal proceedings
4. (a) an **insured person** must tell the **representative** to have **costs and expenses** taxed assessed or audited if **DAS** ask for this
  - (b) an **insured person** must take every step to recover **costs and expenses** that **we** have to pay and must pay **us** any **costs and expenses** that are recovered
5. If the **representative** refuses to continue acting for an **insured person** with good reason or if an **insured person** dismisses a **representative** without good reason the cover **we** provide will end at once unless **DAS** agree to appoint another **representative**
6. if an **insured person** settles a claim or withdraws it without the agreement of **DAS** or does not give suitable instructions to a **representative** the cover **we** provide will end at once and **we** will be entitled to reclaim any **costs and expenses we** have paid
7. **DAS** may at their discretion require the **insured person** to obtain at their expense an opinion from a lawyer or other suitably qualified person chosen by the **insured person** and **DAS** as to the merits of a claim or proceedings  
 If the chosen person's opinion indicates that it is more likely than not that an **insured person** will recover damages (or obtain any other legal remedy that **DAS** have agreed to) or make a successful defence **we** will pay the cost of obtaining the opinion
8. **We** will not pay any claim covered under any other policy or any claim that would have been covered by any other policy if this section did not exist

# Special clauses

Note: These clauses may be suitable for policyholders who do not hold a current Ecclesiastical Education policy

(If you hold a current Ecclesiastical policy these covers are available under that contract either as an automatic cover or optionally)

Your policy schedule will show if this clause applies

The following Section is added to your policy

## Clause 1 - Group equipment

### Definitions applicable to this section

Each time any of the following words or phrases appear in this section in bold italic type they will take the specific meaning shown below

Where the words or phrases are not highlighted in this manner the normal everyday meaning of the word or phrase will apply

#### **Group equipment**

means any articles which are **your** property and which are taken on or acquired during the **journey**

### What is covered

**We** will pay to **you** up to the amount shown in the policy schedule in respect of accidental permanent loss of or damage to **group equipment** occurring during the **journey** provided that

1. **you** shall take all reasonable precautions for the safety of the **group equipment**
2. **we** shall be entitled to take and keep possession of any property and to deal with salvage of such following a loss under this section but **we** will not accept property abandoned to **us**
3. **we** have the option to repair or replace any **group equipment** damaged or lost and for which **we** are liable but the payments shall not exceed the limit of liability shown in the schedule

### What is not covered

1. Loss or damage due to moth vermin wear and tear atmospheric or climatic conditions or gradual deterioration mechanical or electrical failure or any process of cleaning restoring repairing or alteration
2. More than the single article limit shown in the policy schedule unless declared to and accepted by **us**
3. **Group equipment** left in an **unattended vehicle** unless such **group equipment** is locked in the boot of the vehicle
4. Losses not reported to either the Police or transport company or carrier within twenty four hours of discovery of the loss or as soon as reasonably practicable
5. Losses due to confiscation or detention by customs authority
6. More than the pro rata proportion of the total value of the set where the lost or damaged article is part of a set
7. Unsubstantiated losses
8. The **excess** as shown in the policy schedule

## Clause 2 - Personal baggage section

Your policy schedule will show if this clause applies

The following Section is added to your policy

### Definitions applicable to this section

Each time any of the following words or phrases appear in this section in bold italic type they will take the specific meaning shown below

Where the words or phrases are not highlighted in this manner the normal everyday meaning of the word or phrase will apply

#### ***Group equipment***

means any articles which are ***your*** property and which are taken on or acquired during the ***journey***

#### ***Personal baggage***

means personal goods and effects belonging to the ***insured person*** or articles other than ***group equipment*** for which the ***insured person*** is responsible and which are taken on or acquired during the ***journey***

### What is covered

**We** will pay to **you** on behalf of the ***insured person*** up to the amount shown in the policy schedule in respect of accidental permanent loss of or damage to ***personal baggage*** occurring during the ***journey*** provided that

1. the ***insured person*** shall take all reasonable precautions for the safety of their ***personal baggage***
2. **we** shall be entitled to take and keep possession of any property and to deal with salvage of such following a loss under this section
3. **we** have the option to repair or replace any property damaged or lost and for which **we** are liable but the payments shall not exceed the limit of liability shown in the policy schedule

### What is not covered

1. Loss or damage due to moth vermin wear and tear atmospheric or climatic conditions or gradual deterioration mechanical or electrical failure or any process of cleaning restoring repairing or alteration
2. More than the single article limit shown in the policy schedule unless declared to and accepted by **us**
3. ***Personal belongings*** left in an ***unattended vehicle*** unless such belongings are locked in the boot of the vehicle
4. Loss not reported to either the Police or transport company or carrier within twenty four hours of discovery of the loss or as soon as reasonably practicable
5. Loss due to confiscation or detention by customs authority
6. More than the pro rata proportion of the total value of the set where the lost or damaged article is part of a set
7. Unsubstantiated losses
8. The ***excess*** as shown in the policy schedule

## Clause 3 - Personal liability section

Your policy schedule will show if this clause applies

The following Section is added to your policy

### What is covered

**We** will indemnify any **insured person** against legal liability for damages in respect of

1. accidental bodily injury to or death disease or illness to a third party
2. accidental loss of or damage to tangible property

caused by the **insured person** occurring during the **journey**

**We** will also pay for

- (a) costs and expenses recoverable by a claimant from the **insured person**
- (b) costs and expenses incurred with **our** written consent

except that **our** liability for damages and costs and expenses in total shall not exceed the limit of liability shown in the policy schedule

Provided that

1. the **insured person**
  - (a) forwards to the **claims handler** immediately upon receipt every letter claim writ summons or process
  - (b) notifies the **claims handler** in writing when the **insured person** has knowledge of any impending prosecution inquest fatal accident or official inquiry in connection with any such accident
2. no admission offer promise payment or indemnity is made or given by or on behalf of the **insured person** without **our** written consent

### What is not covered

1. Liability for bodily injury sustained or sickness contracted by
  - (a) the **insured person** or any member of the **insured person's** family
  - (b) any person who is under a contract of service with the **insured person** and which arises out of and in the course of such person's employment with the **insured person**
2. Loss or damage to property owned by or in the care custody or control of the **insured person** or his or her family
3. Liability arising out of the possession ownership or use of any land or buildings or out of the ownership of any animal
4. Liability arising out of possession ownership or use of any mechanically propelled vehicle aircraft hovercraft or watercraft
5. Liability arising out of the **insured person's** trade business or profession
6. Liability which attaches to the **insured person** by reason of an agreement or contract unless such liability would have attached in the absence of such agreement or contract
7. Multiplied aggravated exemplary or punitive damages

## Clause 4 - Employees personal accident section

Your policy schedule will show if this clause applies

The following cover is added to your policy

### Definitions

Each time any of the following words or phrases appear in this section in bold italic type they will take the specific meaning shown below

Where words or phrases are not highlighted in this manner the normal everyday meaning of the word or phrase will apply

#### ***Accumulation limit***

means the maximum aggregate amount **we** will pay in respect of all ***insured persons*** for all claims arising from one event source or original cause under this section and Section 8

#### ***Insured person***

means any ***insured person*** specified in the policy schedule participating in a ***journey*** who is aged 75 or under at the time of booking the trip

#### ***Loss of limb(s)***

means loss by permanent physical severance at or above the ankle or of the four fingers at or above the metacarpophalangeal joints or permanent total and irrecoverable loss of use of a complete leg foot arm or hand

#### ***Loss of eye(s)***

means total permanent and irrecoverable loss of sight

- (a) in both eyes resulting in the ***insured person's*** name being added to the Register of Blind Persons or
- (b) in one eye which is assessed at 3/60 or less on the Snellen scale after correction with spectacles or contact lenses

#### ***Loss of hearing***

means total and irrecoverable loss of hearing in one or both ears

#### ***Maximum benefit any one person***

means the maximum benefit payable in respect of any one ***insured person*** for all claims arising from one event source or original cause

#### ***Permanent total disablement***

means

- (a) where the ***insured person*** is gainfully employed by ***you*** and is below state retirement age or above 18 years of age total and absolute disablement caused other than by ***loss of limb(s) loss of eye(s) or loss of hearing*** which will entirely prevent the ***insured person*** from engaging in their usual occupation for the remainder of their life
- (b) where the ***insured person*** is not gainfully employed by ***you*** or is above the state retirement age or below 18 years of age total and absolute disablement caused other than by ***loss of limb(s) loss of eye(s) loss of hearing*** which will entirely prevent the ***insured person*** from engaging in any and every occupation for the remainder of their life

## What is covered

**We** will pay to the **insured** the applicable benefit shown in the policy schedule if during the **journey** an **accident** occurs which causes **bodily injury** (including unavoidable exposure to the natural elements) of the **insured person**

If during the **journey** the **insured person** disappears and after twelve months it is reasonable to believe the **insured person** has died as a direct result of **bodily injury** then **we** will pay the benefit in respect of benefit 1 Death subject to a signed undertaking given by **you** that if the **insured person** is subsequently found to be alive the compensation paid will be refunded to **us**

Provided that compensation will be payable under only one of Benefits 1 Death 2 **Loss of limb(s)** 3 **Loss of eye(s)** 4 **Loss of hearing** or 5 **Permanent total disablement** in respect of all **bodily injury** sustained by an **insured person** arising from any one event source or original cause

## What is not covered

Compensation in excess of

1. the **accumulation limit**
2. the **maximum benefit any one person**

as shown in the policy schedule

# General information

## How to Make a Claim

If there are any circumstances that may give rise to a claim under this policy the insured person (or his/her legal or personal representatives) must in respect of any claim:

### General

Contact the claims handler as soon as practicable but in any event within 30 days of such circumstances arising (or within 30 days of returning from the journey if such circumstances arise during the journey) giving brief details of the circumstances and requesting a claim form.

Contact the claims handler on

0345 606 1018 (UK only)

+44 (0) 1452 872 701 (outside of UK) Email: [travelclaims@ecclesiastical.com](mailto:travelclaims@ecclesiastical.com)

### Legal Expenses

Please contact DAS Legal Expenses Insurer on

0345 268 9124 (UK only)

+44 (0) 1452 875 925 (outside UK)

**Please note that in certain circumstances more immediate action is required to ensure that your claim is not prejudiced. Please see below.**

### Medical Expenses

The assistance company must be notified as soon as practicable after the occurrence of the bodily injury or sickness that is likely to result in a claim.

### Personal baggage and Group equipment

All losses must be reported to the local police within 24 hours of discovery or as soon as reasonably practicable.

### Loss of passport

A loss of passport must be notified within 24 hours of discovery or as soon as reasonably practicable to the nearest Consular representative of the relevant issuing country.

### Money

All losses must be reported to the local police within 24 hours of discovery or as soon as reasonably practicable.

### Personal Liability

Do not admit liability or offer or promise any payment or indemnity. Do forward to the claims handler immediately upon receipt every letter, claim, writ, summons or process.

Please also notify the claims handler in writing as soon as you become aware of any impending prosecution, inquest, fatal accident or official inquiry in connection with any accident that may result in a claim.

## Complaint handling procedures

If you are unhappy with our products or service, please contact us as soon as possible.

You can complain in writing or verbally at any time to:

### For all complaints other than Legal expenses complaints

Ecclesiastical Insurance Office plc  
Benefact House,  
2000, Pioneer Avenue,  
Gloucester Business Park,  
Brockworth, Gloucester,  
GL3 4AW, United Kingdom

Tel: 0345 777 3322

Fax: 0345 604 4486

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

### For Legal expenses complaints

DAS Legal Expenses Insurance Company Limited  
DAS House,  
Quay Side, Temple Back,  
Bristol, BS1 6NH

Tel: 0344 893 9013

Email: [customerrelations@das.co.uk](mailto:customerrelations@das.co.uk)

## Our promise to you

We will aim to resolve your complaint within one business day. For more complex issues, we may need a little longer to investigate and we may ask you for further information to help us reach a decision.

To resolve your complaint we will:

- Investigate your complaint diligently and impartially within Ecclesiastical
- Keep you informed of the progress of the investigation
- Respond in writing to your complaint as soon as possible.

If you are not satisfied with our response, or if we have not completed our investigation within eight weeks, we will inform you of your right to take the complaint to:

The Financial Ombudsman Service  
Exchange Tower  
London E14 9SR

Tel: 0800 0 234 567

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

Web: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

This complaints handling procedure does not affect your right to take legal proceedings.

## The Financial Services Compensation Scheme

The Financial Services Compensation Scheme (FSCS) is the independent body, set up by Government, which gives you your money back if your authorised\* financial services provider is unable to meet its obligations.

The FSCS protects a range of products for both individuals and small businesses. Limits apply depending on the product you have bought. The FSCS does not charge individual consumers for using its service. The FSCS cannot help you if the firm you have done business with is still trading.

For further information on the scheme you can visit the website at:

**[www.fscs.org.uk](http://www.fscs.org.uk)**

or write to:

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

Tel: 0207 741 4100 or 0800 678 1100

Fax: 0207 741 4101

Email: [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk)

\* The FSCS can only pay compensation for customers of financial services firms authorised by the PRA or the FCA.







This contract is underwritten by:  
Ecclesiastical Insurance Office plc.

Our FCA register number is 113848.  
Our permitted business is general insurance.

**You can check this on the  
FCA's register by visiting the  
FCA's website**

**[www.fca.org.uk/register](http://www.fca.org.uk/register)**

**or by contacting the FCA on  
0800 111 6768**



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