English Language Teaching Centre
Group Policy Travel Insurance
International Student Studying in the UK
Introduction

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

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

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

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

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

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

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

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

The Insurer
This Group Policy is underwritten by Zurich Insurance plc, which is authorised by the Central Bank of Ireland and authorised and subject to limited regulation by the Financial Conduct Authority. Details about the extent of Our authorisation by the Financial Conduct Authority are available from Us on request. Our FCA Firm Reference Number is 203093.

Data Protection
Endsleigh is committed to being transparent about how we handle your data and protect your privacy. Full details can be found within our privacy policy at www.endsleigh.co.uk/privacy.
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Definitions

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

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

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

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

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


Curtailment/Curtail – means either:

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

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

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

Europe – means Republic of Ireland, The Continent of Europe west of the Ural Mountains including all countries with a Mediterranean coastline (except Algeria, Israel, Lebanon and Libya), Iceland, The Mediterranean Islands, Madeira, Azores and the Canary Islands.

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

Group Policy – means the documents consisting of the Group Policy wording, the Statement of Insurance and any applicable endorsements.

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

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

Home Country – means the Beneficiary’s normal country of residence.

Immediate Family – means wife, husband, partner, civil partner, fiancé/fiancée, daughter, son, step, foster or adopted child.

Medical Condition – means any disease, illness or injury not otherwise excluded under this Group Policy.
Medical Practitioner – means a registered practising member of the medical profession who is not related to the Beneficiary or any person with whom they are travelling.

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

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

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

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

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

Terrorism – means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisations(s) or governments, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

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

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

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


Valuables – means jewellery, watches, furs, precious and semi-precious stones and articles made of or containing gold, silver or other precious metals; mobile phones, smartphones and other telecommunications equipment; cameras and other photographic equipment, telescopes and binoculars; audio/video equipment (including radios, cassette/compact disc players, mp3 and mp4 players, camcorders, DVD, video, televisions, and other similar audio and video equipment and headphones); satellite navigation equipment; computers and computer equipment (including tablets, PDAs, personal organisers, laptops, notebooks, netbooks and the like); computer games equipment (including consoles, games and peripherals); CDs, DVDs and recordable media including USB sticks, SD cards, tapes, films, cassettes, cartridges and the like.

We/Us/Our – means Zurich Insurance plc or Endsleigh Insurance Services Limited acting as administrator on its behalf.
General conditions applicable to the whole Group Policy

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

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

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

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

3. Cancellation of the Group Policy

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

Cancellation Outside the 14 Day Cooling Off Period
This Group Policy may be cancelled:

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

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

• If the Group Policyholder advises Us of a change of risk under this Group Policy which We are unable to insure, or unable to insure at the same terms and conditions on which cover was originally underwritten;
• Where the Group Policyholder fails to respond to requests from Us for further information or documentation;
• Where the Group Policyholder has given incorrect information and fails to provide clarification when requested;
• Where the Group Policyholder is in breach of any of the terms and conditions which apply to this Group Policy;
• Where We reasonably suspect fraud;
• Where there is a change in law or regulation that materially changes the risk insured; or
• The use of threatening or abusive behaviour or language, or intimidation or bullying of Our staff or suppliers, by the Group Policyholder or any person acting on their behalf.
c) by Us or Our authorised underwriting agents if We have been unable to collect a premium payment. In this case the Group Policyholder will be notified in writing requesting payment by a specific date. If payment is not received by this date the Group Policyholder will be written to again notifying them that payment has not been received and giving them seven days’ notice for a final payment. If payment is not received by that date We will cancel this Group Policy with immediate effect and notify the Group Policyholder in writing that such cancellation has taken place.

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

4. Withdrawal of Beneficiary Participation

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

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

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

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

Any return of premium due to the Group Policyholder as a result of a Beneficiary’s withdrawal from participation in the Group Policy will be calculated from the date such participation ceases or the date We have received written notice whichever is the later. No return of premium will be paid or allowed where such Beneficiary has travelled on a Trip covered under this Group Policy or been the subject of a claim during any period for which cover was provided. We also reserve the right to charge a reasonable administration fee.

5. Sanctions

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

In the event of the Group Policyholder or any Beneficiary wanting to make a claim against the Group Policy, Endsleigh Insurance Services will be acting on behalf of the insurer to negotiate and settle the claim. To make a claim, phone the telephone number detailed below.

If the Group Policyholder or any Beneficiary does not comply with the claims conditions We may at Our option cancel the Group Policy, refuse to deal with any claim or reduce the amount of any claim payment.

1. Claims

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

All claims except legal expenses
Endsleigh Insurance, Shurdington Road
Cheltenham Spa, Gloucestershire GL51 4UE
Tel: 0333 234 1691 or from abroad Tel: +44(0) 1242 217301
Email: travel.claims@endsleigh.co.uk

Legal expenses only
Lyons Davidson Limited, 51 Victoria Street,
Bristol, BS1 6AD
Tel: 0333 234 1691 or from abroad Tel: +44(0) 1242 217301
Email: zurichtravelclaims@lyonsdavidson.co.uk

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

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

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

All claimants under this Group Policy must retain any property which is damaged, and, if requested, send it to Us at their own expense. If We pay a claim for the full value of the property and it is subsequently recovered or there is any salvage then it will become Our property. We may refuse to reimburse a claimant for any expenses for which they cannot provide receipts or bills.

2. Subrogation

We are entitled to take over any rights in the defence or settlement of any claim and to take proceedings in the Group Policyholder or the Beneficiary’s name for Our benefit against any other party.
3. Fraud
The Group Policyholder and the Beneficiaries must not act in a fraudulent manner. If the Group Policyholder, a Beneficiary or anyone acting for them
   a) Makes a claim under the Group Policy knowing the claim to be false or fraudulently exaggerated in any respect
   b) Makes a statement in support of a claim knowing the statement to be false in any respect
   c) Submit a document in support of a claim knowing the document to be forged or false in any respect
   d) Makes a claim in respect of any loss or damage caused by the Group Policyholder or a Beneficiary’s wilful act or with their connivance
Then
   a) We shall not pay the claim
   b) We shall reserve the right not pay any other claim which has been or will be made under the Group Policy
   c) We may at Our option declare the Group Policy void
   d) We shall be entitled to recover from the Group Policyholder and/or the Beneficiary the amount of any claim already paid under the Group Policy
   e) We shall not make any return of premium
   f) We may inform the Police of the circumstances.

4. Paying Claims
1. Death
   a) If a Beneficiary is 18 years old or over, We will pay the claim to the Beneficiary’s estate and the receipt given to Us by the Beneficiary’s personal representatives shall be a full discharge of all liability by Us in respect of the claim.
   b) If a Beneficiary is aged under 18 years We will pay any claim for death to the Beneficiary’s parent or legal guardian. The Beneficiary’s parent or legal guardian’s receipt shall be a full discharge of all liability by Us in respect of the claim.
2. All other claims
   a) If a Beneficiary is 18 years or over, We will pay the claim to the Beneficiary and the Beneficiary’s receipt shall be a full discharge of all liability by Us in respect of the claim.
   b) If a Beneficiary is aged under 18 We will pay the appropriate benefit amount to the Beneficiary’s parent or legal guardian for the Beneficiary’s benefit. The Beneficiary’s parent or legal guardian’s receipt shall be a full discharge of all liability by Us in respect of the claim.
The **Beneficiaries** must comply with the following conditions to have full protection of the **Group Policy**. If the **Beneficiaries** do not comply, **We** may at **Our** option cancel the **Group Policy** or refuse to deal with any claim or reduce the amount of any claim payment.

It is a condition of this **Group Policy** that a **Beneficiary** will not be covered under section 1 – Cancellation or Curtailment charges, section 2 – Emergency medical and other expenses, section 3 – Private medical emergency cover, section 4 – Personal accident and section 10 - Course fees for any claims arising directly or indirectly from:

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

1. Any **Medical Condition** the **Beneficiary** has where:
   a) symptoms or diagnosis has occurred within the last 12 months or
   b) there has been a change in treatment (including medication, dosage, surgery, tests, investigations or diet) in the last 12 months

2. Any **Medical Condition** where the **Beneficiary**, their **Close Relative** or **Close Business Associate** is waiting for an operation, hospital consultation (other than for regular check-ups), or other hospital treatment or investigation.

3. Any **Medical Condition** where the **Beneficiary**, their **Close Relative** or **Close Business Associate** has been seen by a specialist (other than for regular check-ups), had an operation or other hospital treatment or investigation.

4. Any **Medical Condition** where the **Beneficiary**, their **Close Relative** or **Close Business Associate** has received a terminal prognosis.

5. Any **Medical Condition** where the **Beneficiary**, their **Close Relative** or **Close Business Associate** has not had a diagnosis.

6. Any circumstances the **Beneficiary** is aware of that could reasonably be expected to give rise to a claim on this **Group Policy**.

### B) At any time:

1. Any **Medical Condition** the **Beneficiary** has in respect of which a **Medical Practitioner** has advised the **Beneficiary** not to travel or would have done so had they sought his/her advice.

2. Any **Medical Condition** for which the **Beneficiary** is travelling with the intention of obtaining medical treatment (including surgery or investigation) or advice.

3. Any **Medical Condition** for which the **Beneficiary** is not taking the recommended treatment or prescribed medication as directed by a **Medical Practitioner**.

4. The **Beneficiary** travelling against any health requirements stipulated by the carrier, their handling agents or other public transport provider.

The **Group Policyholder** and **Beneficiaries** should also refer to the general exclusions on page 10.
General exclusions applicable to all sections of the Group Policy

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

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

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

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

### Covered as standard

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

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

Medical assistance abroad

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

Payment for medical treatment abroad

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

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

Reciprocal health agreements

EU, EEA or Switzerland

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

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

Australia

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

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

Contact the Emergency Assistance Service on telephone number: +44 (0)1243 621058
Section 1 – Cancellation or curtailment charges

What is covered
We will reimburse the Beneficiary up to the amount stated in the Statement of Insurance for any irrecoverable unused travel and accommodation costs and other pre-paid charges which the Beneficiary has paid or is contracted to pay together with any reasonable additional travel expenses incurred if
a) cancellation of the Trip is necessary and unavoidable or
b) the Trip is curtailed before completion
as a result of any of the following events occurring during the Period of Cover:
1. The death, Bodily Injury or illness of:
   a) The Beneficiary
   b) any person with whom the Beneficiary is travelling or has arranged to travel with
   c) any person with whom the Beneficiary has arranged to reside temporarily
   d) The Beneficiary’s Close Relative
   e) The Beneficiary’s Close Business Associate.
2. Compulsory quarantine on the order of a treating Medical Practitioner, jury service attendance or being called as a witness at a Court of Law of the Beneficiary or any person with whom they are travelling or have arranged to travel with.
3. The Police requesting the Beneficiary to remain at or return to their Home due to serious damage to their Home caused by fire, aircraft, explosion, storm, flood, subsidence, malicious persons or theft.

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

What is not covered
1. The Excess amount as stated in the Statement of Insurance.
2. The cost of Airport Departure Duty.
3. Any claims arising directly or indirectly from circumstances known to the Group Policyholder or the Beneficiary prior to the date any such Beneficiary is accepted for cover or the time of booking any Trip (whichever is the earlier) which could reasonably have been expected to give rise to cancellation or Curtailment of the Trip.
4. Travel tickets paid for using any airline mileage reward scheme, for example Air Miles.
5. Normal pregnancy, without accompanying Bodily Injury, illness, disease or complication. This section is designed to provide cover for unforeseen events, accidents, illnesses and diseases and normal childbirth would not constitute an unforeseen event.
6. Anything mentioned in the general exclusions on page 10.

The Group Policyholder and the Beneficiaries should also refer to the important conditions relating to health on page 9.
Section 2 – Emergency medical and other expenses

What is covered

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

1. Emergency medical, surgical, hospital, ambulance and nursing fees and charges incurred within the United Kingdom.

2. Emergency dental treatment for the immediate relief of pain (to natural teeth only) up to the amount stated in the Statement of Insurance incurred within the United Kingdom.

3. In the event of the Beneficiary’s death within the United Kingdom the reasonable additional cost of funeral expenses plus the reasonable cost of conveying their ashes or the additional costs of returning their body to their Home. This includes, with the prior authorisation of the Emergency Assistance Service, reasonable transport and accommodation expenses for Close Relatives to travel to the Beneficiary plus the reasonable cost of their return Home.

4. Reasonable additional transport only of the identical class of travel utilised on the outward journey, or accommodation expenses incurred, up to the standard of the Beneficiary’s original booking, if it is medically necessary for the Beneficiary’s to stay beyond their scheduled return date. This includes, with the prior authorisation of the Emergency Assistance Service, reasonable additional transport or accommodation expenses for up to two friends or Close Relatives to remain with the Beneficiary or travel to them from their Home Country and escort them back to their Home Country and additional travel expenses to return the Beneficiary to their Home if they are unable to use the return ticket.

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

What is not covered

1. The Excess amount as stated in the Statement of Insurance.

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

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

What is not covered

1) Any medical expense where the Beneficiary is entitled to NHS benefits.

m) Any cost incurred in returning to the United Kingdom following repatriation to the Beneficiaries Home Country.

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

3. Anything mentioned in the general exclusions on page 10.

The Group Policyholder and the Beneficiaries should also refer to the important conditions relating to health on page 9.

Special conditions relating to claims

1. The Beneficiary or someone on their behalf must give notice as soon as possible to the Emergency Assistance Service or Us of any Bodily Injury or illness which necessitates the Beneficiary's admittance to hospital as an in-patient or before any arrangements are made for the Beneficiary’s repatriation.

2. In the event of the Beneficiary’s Bodily Injury or illness We reserve the right to relocate them from one hospital to another and arrange for their repatriation to their Home Country at any time during the Trip. We will do this if in the opinion of the Medical Practitioner in attendance or the Emergency Assistance Service the Beneficiary can be moved safely and/or travel safely to their Home Country to continue treatment.
Section 3 – Private medical emergency cover

(Only operative if indicated in the Statement of Insurance)

What is covered

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

What is not covered

1. The Excess amount as stated in the Statement of Insurance.

2. Any claims arising directly or indirectly in respect of:
   a) Costs of telephone calls, other than calls to the Emergency Assistance Service notifying them of the problem for which the Beneficiary is able to provide a receipt or other evidence to show the cost of the call and the number telephoned.
   b) The cost of treatment or surgery, including exploratory tests, which are not directly related to the Bodily Injury or illness which necessitated the Beneficiary’s admittance into hospital.
   c) Any expenses incurred after 12 months of the incident which gave rise to a claim including any related Medical Conditions that may have subsequently arisen.
   d) Any expenses which are not usual, reasonable or customary to treat the Beneficiary’s Bodily Injury or illness.
   e) Any form of treatment or surgery which in the opinion of the Medical Practitioner in attendance and the Emergency Assistance Service can be delayed reasonably until the Beneficiary’s return to their Home Country.
   f) Expenses incurred in obtaining or replacing medication or obtaining treatment or ongoing regular therapy, which at the time of departure is known to be required or to be continued outside the Beneficiary’s Home Country.
   g) Treatment or services provided by a health spa, convalescent or nursing home or any rehabilitation centre unless agreed by the Emergency Assistance Service.
   h) Any expenses incurred after the Beneficiary has returned to their Home Country.
   i) Expenses incurred as a result of a tropical disease where the Beneficiary has not had the recommended inoculations and/or taken the recommended medication.
   j) The Beneficiary’s decision not to be repatriated after the date when in the opinion of the Emergency Assistance Service it is safe to do so.
   k) Any dental treatment.
1) Normal pregnancy, without any accompanying **Bodily Injury**, illness, disease or complication. This section is designed to provide cover for unforeseen events, accidents, illnesses and diseases and normal childbirth would not constitute an unforeseen event.

3. Anything mentioned in the general exclusions on page 10.

The **Group Policyholder** and the **Beneficiaries** should also refer to the important conditions relating to health on page 9.

Special conditions relating to claims

1. The **Beneficiary** or someone on their behalf must give notice as soon as possible to the **Emergency Assistance Service** or Us of any **Bodily Injury** or illness which necessitates the **Beneficiary**’s admittance to hospital as an in-patient or before any arrangements are made for the **Beneficiary**’s repatriation.

2. In the event of the **Beneficiary’s Bodily Injury** or illness We reserve the right to relocate them from one hospital to another and arrange for their repatriation to their **Home Country** at any time during the **Trip**. We will do this if in the opinion of the **Medical Practitioner** in attendance or the **Emergency Assistance Service** the **Beneficiary** can be moved safely and/or travel safely to their **Home Country** to continue treatment.
Section 4 – Personal accident

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

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

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

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

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

What is covered

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

Special conditions relating to claims

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

Provisions

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

What is not covered

1. Anything mentioned in the general exclusions on page 10.

The **Group Policyholder** and the **Beneficiaries** should also refer to the important conditions relating to health on page 9.
What is covered

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

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

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

a) for any one article, pair or set of articles
b) the total for all Valuables

What is not covered

1. The Excess amount as stated in the Statement of Insurance.

2. Loss, theft of or damage to Valuables left Unattended at any time (including in a vehicle or in the custody of carriers) unless deposited in a hotel safe, safety deposit box or left in the Beneficiary’s locked accommodation.

3. Loss, theft of or damage to Baggage contained in an Unattended vehicle:
   a) overnight between 9 p.m. and 9 a.m. (local time) or
   b) at any time between 9 a.m. and 9 p.m. (local time) unless it is in the locked boot which is separate from the passenger compartment for those vehicles with a boot, or for those vehicles without a separate boot locked in the vehicle and covered from view.

4. Loss or damage due to delay, confiscation or detention by customs or any other authority.

5. Loss, theft of or damage to unset precious stones, contact or corneal lenses, hearing aids, dental or medical fittings, antiques, musical instruments, documents of any kind, bonds, securities, perishable goods, bicycles, ski equipment and damage to suitcases (unless the suitcases are entirely unusable as a result of one single incidence of damage).

6. Loss or damage due to cracking, scratching, breakage of or damage to china, glass (other than glass in watch faces, cameras, binoculars or telescopes), porcelain or other brittle or fragile articles unless caused by fire, theft, or accident to the aircraft, sea vessel, train or vehicle in which they are being carried.

7. Loss or damage due to breakage of sports equipment or damage to sports clothing whilst in use.

8. Loss, theft of or damage to business goods, samples, tools of trade, motor accessories and other items used in connection with the Beneficiary’s business, trade, profession or occupation.
What is not covered

9. Loss or damage caused by wear and tear, depreciation, deterioration, atmospheric or climatic conditions, moth, vermin, any process of cleaning repairing or restoring, mechanical or electrical breakdown.
10. Anything mentioned in the general exclusions on page 10.

Special conditions relating to claims

1. The Beneficiary must report to the local Police in the country where the incident occurred within 24 hours of discovery or as soon as possible after that and obtain a written report of the loss, theft or attempted theft of all Baggage.

2. If Baggage is lost, stolen or damaged while in the care of a carrier, transport company, authority or hotel the Beneficiary must report to them, in writing, details of the loss, theft or damage and obtain written confirmation. If Baggage is lost, stolen or damaged whilst in the care of an airline the Beneficiary must:
   a) obtain a Property Irregularity Report from the airline.
   b) give formal written notice of the claim to the airline within the time limit contained in their conditions of carriage (please retain a copy).
   c) retain all travel tickets and tags for submission if a claim is to be made under this Group Policy.

3. Receipts for items lost, stolen or damaged must be retained as these will help the Beneficiary to substantiate their claim.
Section 6 – Personal money, passport and documents

What is covered

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

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

a) For currency notes and coins
b) For all other Personal Money and documents

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

What is not covered

1. The Excess amount as stated in the Statement of Insurance.

2. Loss, theft of, or damage to, Personal Money and passport left Unattended at any time (including in a vehicle or in the custody of carriers) unless deposited in a hotel safe, safety deposit box or left in the Beneficiary’s locked accommodation.

3. Loss, theft of, or damage to, travellers’ cheques if the Beneficiary has not complied with the issuers conditions or where the issuer provides a replacement service.

4. Loss or damage due to delay, confiscation or detention by customs or other authority.

5. Loss or damage due to depreciation in value, variations in exchange rates or shortages due to error or omission.

6. Anything mentioned in the general exclusions on page 10.

Special conditions relating to claims

1. The Beneficiary must report to the local Police in the country where the incident occurred within 24 hours of discovery or as soon as possible after that and obtain a written report of the loss, theft or attempted theft of all Personal Money, passport and documents.

2. If Personal Money, passport and documents are lost, stolen or damaged while in the care of a carrier, transport company, authority or hotel the Beneficiary must report to them, in writing, details of the loss, theft or damage and obtain written confirmation of the loss. If Personal Money, passport and documents are lost, stolen or damaged whilst in the care of an airline the Beneficiary must:

   a) obtain a Property Irregularity Report from the airline.
   b) give formal written notice of the claim to the airline within the time limit contained in their conditions of carriage (please retain a copy).
   c) retain all travel tickets and tags for submission if a claim is to be made under this Group Policy.

3. The Beneficiary must provide (at their own expense) an original receipt or proof of ownership for items lost, stolen or damaged to help them to substantiate their claim.
Section 7 – Personal liability

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

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

What is not covered
1. Compensation or legal costs arising directly or indirectly from:
   a) Liability which has been assumed by the Beneficiary under agreement unless the liability would have attached in the absence of such agreement.
   b) Pursuit of any business, trade, profession or occupation or the supply of goods or services.
   c) Ownership possession or use of firearms, vehicles, aircraft or watercraft (other than surfboards, canoes, kayaks or manually propelled rowboats or punts).
   d) The transmission of any communicable disease or virus.
   e) Ownership or occupation of land or buildings (other than occupation only of any temporary student or holiday accommodation where We will not pay the Excess).
   f) Participation in any sport or activity marked with an * as detailed under the Sports and activities covered section of this Group Policy.
2. Payment of any fines or exemplary damages (punishing, or aimed at punishing, the person responsible rather than awarding compensation) the Beneficiary has to pay.
3. Anything mentioned in the general exclusions on page 10.

Special conditions relating to claims
1. The Beneficiary must give Us written notice as soon as possible of any incident, which may give rise to a claim.
2. The Beneficiary must send Us every writ, summons, letter of claim or other document as soon as they receive it.
3. The Beneficiary must not admit any liability or pay, offer to pay, promise to pay or negotiate any claim without Our written consent.
4. We will be entitled if We so desire to take over and conduct in the Beneficiary’s name the defence of any claims for indemnity or damages or otherwise against any third party. We shall have full discretion in the conduct of any negotiation or proceedings or in the settlement of any claim and the Beneficiary shall give Us all necessary information and assistance which We may require.
5. In the event of the Beneficiary’s death, their legal representative(s) will have the protection of this cover provided that such representative(s) comply(ies) with the terms and conditions outlined in this Group Policy.
Section 8 – Missed departure

What is covered
We will pay the Beneficiary up to the amount stated in the Statement of Insurance for reasonable additional accommodation (room only) and travel expenses necessarily incurred in reaching the United Kingdom or returning to their Home Country if they fail to arrive at the international departure point in time to board the Public Transport on which they are booked to travel on the initial international journey of the Trip during the Period of Cover as a result of:
1. the failure of other public transport or
2. an accident to or breakdown of the vehicle in which the Beneficiary is travelling or
3. an accident or breakdown occurring ahead of the Beneficiary on a motorway or dual carriage way which causes an unexpected delay to the vehicle in which they are travelling or
4. strike, industrial action or adverse weather conditions

What is not covered
1. The Excess amount as stated in the Statement of Insurance.
2. Claims arising directly or indirectly from:
   a) Strike or industrial action existing or declared publicly by the date the Beneficiary is accepted for cover.
   b) An accident to or breakdown of the vehicle in which the Beneficiary is travelling for which a professional repairers report is not provided.
   c) Breakdown of any vehicle in which the Beneficiary is travelling if the vehicle is owned by the Beneficiary and has not been serviced properly and maintained in accordance with manufacture’s instructions.
   d) Withdrawal from service (temporary or otherwise) of an aircraft or sea vessel on the recommendation of the Civil Aviation Authority or a Port Authority or any similar body in any country.
   e) The Beneficiary’s failure to arrive at the departure point in time to board any connecting Public Transport after their departure on the initial international outbound and return legs of the Trip.
3. Additional expenses where the scheduled public transport operator has offered reasonable alternative travel arrangements.
4. Anything mentioned in the general exclusions on page 10.

Special conditions relating to claims
1. In the event of a claim arising from any delay occurring on a motorway or dual carriage way the Beneficiary must obtain written confirmation from the Police or emergency breakdown services of the location, reason for and duration of the delay.
2. The Beneficiary must allow sufficient time for the Public Transport or other transport to arrive on schedule and to deliver them to the departure point.
Section 9 – Overseas legal expenses and assistance

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

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

What is not covered
We shall not be liable for:-

1. Any claim where in Our opinion or the opinion of the suitably qualified person appointed by Us there is insufficient prospect of success in obtaining reasonable compensation.

2. Legal costs and expenses incurred in pursuit of any claims against a travel agent, tour operator, carrier, Us, the Emergency Assistance Service or their agents, someone the Beneficiary was travelling with, a person related to the Beneficiary, or another Beneficiary.

3. Legal costs and expenses incurred prior to the Our written acceptance of the case.

4. Any claim where the legal costs and expenses are likely to be greater than the anticipated amount of compensation.

5. Any claim where legal costs and expenses are based directly or indirectly on the amount of compensation awarded (for example a Contingency Fee Agreement).

6. Legal costs and expenses incurred in any claim which is capable of being pursued under a Conditional Fee Agreement.

7. Legal costs and expenses incurred if an action is brought in more than one country.

8. Any claim where in Our opinion the estimated amount of compensation payment is less than £1,000 for each Beneficiary.

9. Travel, accommodation and incidental costs incurred to pursue a civil action for compensation.


11. Claims occurring within the Beneficiary’s Home Country.

12. Claims by the Beneficiary other than in their private capacity.

### Special conditions relating to claims

1. Unless the **Beneficiary** has made a nomination in accordance with Special Condition 2 below, **We** or our suitably qualified person will decide the point at which the **Beneficiary**’s legal case cannot usefully be pursued further.

2. If the **Beneficiary** does not want **Our** suitably qualified person to assess whether or not their claim can be pursued, they are free to nominate a suitably qualified person to conduct this assessment by sending **Us** the name and address of such suitably qualified person. The **Beneficiary** must confirm either:
   - that the person they nominate will not charge more than the suitably qualified person **We** would have appointed; or
   - that they are willing to pay the difference between the cost of using their suitably qualified person and the cost of using **Our** choice of suitably qualified person.

3. On acceptance of a claim, if appropriate, **We** will appoint a suitably qualified person to act on the **Beneficiary**’s behalf unless they have nominated their own suitably qualified person in accordance with Special condition 4 below.

4. i) If there is a conflict of interest; or
   ii) If it is necessary to start court proceedings and proceedings are being issued within the **United Kingdom**, or
   iii) The **Beneficiary** is unhappy with **Our** suitably qualified person
   the **Beneficiary** is are free to nominate a suitably qualified person by sending **Us** the name and address of such suitably qualified person. The **Beneficiary** must confirm either:
   - that the person they nominate will not charge more than the suitably qualified person **We** would have appointed; or
   - that they are willing to pay the difference between the cost of using their suitably qualified person and the cost of using **Our** choice of suitably qualified person.

5. If **We** do not agree to the **Beneficiary**’s choice of suitably qualified person under Special condition 2 or 4 above, the **Beneficiary** may choose another suitably qualified person.

6. If there is still a disagreement with regard to the suitably qualified person **We** will ask the president of a relevant national law society to choose a suitably qualified person to represent the **Beneficiary**. **We** and the **Beneficiary** must accept such choice.

7. Where the **Beneficiary** has not notified **Us** of a nominated suitably qualified person in accordance with Special condition 2 and/or Special Condition 4 **We** will be free to choose a suitably qualified person.

8. Where **We** appoint a suitably qualified person to represent the **Beneficiary** such appointment will be in accordance with **Our** standard terms of appointment.

9. **We** will have direct access to the suitably qualified person who will, upon request, provide **Us** with any information or opinion on the **Beneficiary**’s claim;

10. The **Beneficiary** must co-operate fully with **Us** and the suitably qualified person and must keep **Us** up to date with the progress of the claim;

11. At **Our** request the **Beneficiary** must give the suitably qualified person any instructions that **We** require;

12. The **Beneficiary** must notify **Us** immediately if anyone offers to settle a claim or makes a payment into court;

13. If the **Beneficiary** does not accept the recommendation of the suitably qualified person to accept a reasonable offer or payment into court to settle a claim, **we** may refuse to pay further costs and expenses;

14. No agreement to settle on the basis of both parties paying their own costs is to be made without **Our** prior approval.
15. If the **Beneficiary**
   i) settles a claim or withdraw a claim without **Our** prior agreement;
   ii) does not give suitable instructions to the suitably qualified person;
   iii) dismisses a suitably qualified person without **Our** prior consent, our consent not to be withheld without good reason;
the cover **We** provide will end immediately and **We** will be entitled to re-claim any costs and expenses **We** have incurred from the **Beneficiary**.

16. The **Beneficiary** must take every available step to recover costs and expenses that **We** have to pay and must pay **Us** any costs and expenses that are recovered.

17. **We** may, at **Our** own expense, take proceedings in the **Beneficiary**’s name to recover compensation from any third party in respect of any indemnity paid under this **Group Policy** including **Our** legal costs and other related expenses. The **Beneficiary** must give such assistance as **We** shall reasonably require and any amount recovered shall belong to **Us**.

**Claims evidence**

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

- Relevant documentation and evidence to support the **Beneficiary**’s claim, including photographic evidence.
- Any other relevant information relating to the **Beneficiary**’s claim under this section that we may ask for.
Section 10 – Course fees

What is covered
In the event the Beneficiary is unable to continue their studies We will reimburse direct to the Beneficiary on behalf of the Group Policyholder any irrecoverable pre-paid College/ University/Language School course fees the Beneficiary has paid up to the amount stated in the Statement of Insurance if:

a) cancellation of the Trip is necessary and unavoidable or
b) the Trip is Curtailed before completion
as a result of the death, Bodily Injury or illness of:
   i) the Beneficiary
   ii) the Beneficiary’s Close Relative
during the Period of Cover.

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

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

Special conditions relating to claims
1. The Beneficiary must obtain a medical certificate from a Medical Practitioner and prior approval of the Emergency Assistance Service to confirm the necessity to return Home prior to Curtailment of the Trip due to death, Bodily Injury or illness.

2. If the Beneficiary fails to notify the travel agent, tour operator or provider of transport/accommodation immediately it is found necessary to cancel the Trip Our liability shall be restricted to the cancellation charges that would have applied had failure not occurred.

3. If the Beneficiary cancels the Trip due to:
   i. Stress, anxiety, depression or any other mental or nervous disorder that the Beneficiary is suffering from they must provide a medical certificate from a consultant specialising in the relevant field
   ii. Any other illness or a Bodily Injury the Beneficiary must provide a medical certificate from a Medical Practitioner stating that this necessarily and reasonably prevented them from travelling.

4. The Beneficiary must provide their invoice and receipts for unused course fees, charges or expenses claimed for.

5. The Beneficiary must provide written confirmation from their College/ University/Language School that the course or any part of it needs to be repeated as a direct result of:
   a) death, Bodily Injury or illness to a Close Relative making it necessary for the Beneficiary to return to their Home or,
   b) Bodily Injury or illness to the Beneficiary which strictly necessitates absence from the course.

What is not covered
1. The Excess amount as stated in the Statement of Insurance.

2. Any claims arising directly or indirectly from circumstances known to the Beneficiary prior to the date the Beneficiary is accepted for cover or the time of booking any Trip (whichever is the earlier) which could reasonably have been expected to give rise to cancellation or Curtailment of the Trip.

3. More than the cost of that proportion of the course missed.

4. Anything mentioned in the general exclusions on page 10.

The Group Policyholder and the Beneficiaries should also refer to the important conditions relating to health on page 9.
How to make a complaint

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

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

- Telephone: 0800 085 8698
- Post: Customer Liaison Department
  Endsleigh Insurance Services Limited
  Shurington Road
  Cheltenham
  Gloucestershire
  GL51 4UE.

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

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

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

Financial Services Compensation Scheme

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