



# Single Trip Travel Insurance

Underwritten by  
**Arch Insurance Company (Europe) Limited**

Arranged by  
**Fogg Travel Insurance Services Limited**  
Crow Hill Drive, Mansfield, Notts. NG19 7AE  
Tel. 01623 631331 Fax. 01623 420450 Email. sales@foggtravelinsurance.com

Valid for issue between  
**1st January 2007 and 31st January 2008**  
in respect of departures between  
**1st January 2007 and 31st January 2009**

**For this certificate of insurance to be valid it must be attached to a valid Fogg Travel Insurance Schedule with a Certificate Number prefixed FC or FTS for SINGLE TRIP cover.**

## Age Limit

This insurance is not valid for persons aged 85 years and over at date of departure or 65 years and over at date of departure travelling for more than 31 days.

## Summary Of Cover

Your Travel Insurance Schedule details which cover You have chosen.  
The maximum benefit limits shall apply to the level of policy cover – Superior (schedule prefix FC) / Premier (schedule prefix FTS) or Economy (schedule prefix FC) / Flight only (schedule prefix FTS) - as stated on your Travel Insurance Schedule.

Section Cover Levels -	Maximum Benefits		Excesses All covers
	Superior / Premier	Economy / Flight only	
1. CANCELLATION LOSS OF DEPOSIT	£5,000	£750	£50 (£20 Area 1) £15
2. MEDICAL AND EMERGENCY EXPENSES	£5,000,000	£1,000,000	£50 (£20 Area 1)
3. HOSPITAL EXPENSES	£600	£300	Nil
4. CURTAILMENT	£5,000	£750	£50 (£20 Area 1)
5. PERSONAL ACCIDENT	£25,000	£5,000	Nil
Death limit	£15,000	£5,000	
6. BAGGAGE	£1,500	£1,000	£50 (£20 Area 1)
Single item limit	£250	£100	
Valuables limit	£350	£100	
Emergency Baggage	£100	£50	Nil
Loss of Passport	£150	£100	£50
7. PERSONAL MONEY	£500	£250	£50 (£20 Area 1)
Cash limit	£250	£100	
8. PERSONAL LIABILITY	£2,000,000	£1,000,000	Nil / £100*
9. a) TRAVEL DELAY	£100	£60	Nil
b) CANCELLATION	£5,000	£750	£50
10. MISSED DEPARTURE	£1,000	£300	£50
11. LEGAL EXPENSES	£15,000	£5,000	£100
12. HIJACK	£1,000	Nil	Nil
13. MUGGING	£1,000	Nil	Nil

**winter sports** (only applicable if Ski Cover stated on your Schedule and appropriate premium paid)

14. PISTE CLOSURE	£300	£300	Nil
15. SKI EQUIPMENT	£500	£500	£50
16. UNUSED SKI PACK	£300	£300	Nil
17. SKI EQUIPMENT HIRE	£200	£200	Nil
18. WEATHER EXTENSION	£150	£150	Nil

\*excess in respect of any claim relating to damage or loss to temporary holiday accommodation

## Claims

If you require a claim form (other than for Section 11 Legal Expenses) please visit [www.foggtravelinsurance.com](http://www.foggtravelinsurance.com) and click on **claim forms** – you can print the relevant claim form required or alternatively you can contact:

**Fogg Travel Insurance Services Limited**

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

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

in all circumstances you should quote **FOGG SINGLE TRIP SCHEME**, advising the section under which you wish to claim. When returning the claim form please enclose this certificate of insurance together with the tour operators confirmation of booking invoice and if the claim is for cancellation, the tour operators cancellation invoice.

For Section 11 **Legal Expenses** claims or enquiries contact:-

DAS Legal Expenses Insurance Company Limited,

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

## What Is Not Covered

Any payment which you would normally have made during your travels if nothing had gone wrong.

## Important

If the **Single Parent** box is ticked only one parent is allowed accompanying children less than 18 years of age at the date of travel.

If the **Family** box is ticked this insurance is valid only for parents (up to a maximum of two persons in all) and accompanying children less than 18 years of age at the date of travel.

This insurance is only valid in respect of persons whose names are stated on the Insurance Schedule as Insured Persons.

## Material Facts

You **MUST** tell us all material facts. A material fact is one which is likely to influence us in accepting your insurance. This could be your medical history or that of a travelling companion, relative or Close Business Colleague or other person on whose state of health a decision by you to cancel or curtail your trip depends. If between purchasing this insurance and your date of travel a material fact becomes known or changes you must tell us and we reserve the right to impose special terms. If you are in doubt as to whether a fact is 'material', you should tell us by completing a medical self declaration form. If you do not this may result in your claim not being paid.

To obtain a medical self declaration form, please contact Fogg Travel - Medical Referrals on 01623 635 958 (during normal office hours) or by fax on 01623 632 861.

Your enquiry will be handled confidentially and you will be advised in writing of the extent of cover that can be provided. You will also be given a Helpline Reference.

## Condition

It is a requirement of this insurance that if between the date of purchasing this insurance and the date of the Journey the Insured Person is diagnosed as having a medical condition as described above the Insured Person must contact Fogg Travel - Medical Referrals on 01623 635 958 during normal working hours. If the details disclosed are unsatisfactory the Insurers reserve the right to impose special terms

## Health

Although this policy does not contain a health warranty it does exclude any claim caused by or arising from

- Material Facts which are not declared by completing a medical self declaration form to Fogg Travel - Medical Referrals either when the Insured Person purchased this insurance or up to the date of the Insured Persons Journey
- for any claims arising if at the time of buying this insurance the Insured Person or a travelling companion:-
  - is aware of any circumstances which could reasonably be expected to give rise to a claim under this insurance
  - have had a cancerous cardio-vascular cerebro-vascular renal psychiatric or mental condition
  - have had any other medical condition which is under the supervision of a hospital or a consultant or doctor or has required any hospital admission or treatment in the previous 6 months
  - have been taking continuous medication and have had any change in medication or increase in dosage in the last 6 months resulting from a deterioration in the condition being treated
  - have any medical conditions for which the Insured Person is on a hospital or specialists waiting list for in patient or out patient treatment or investigation
  - are awaiting the results of any tests or investigations or are aware of any medical condition of any relative or Close Business Colleague whether travelling with the Insured Person or not on whose state of health with the Insured Persons decision to curtail the journey may depend
  - have been advised of a terminal prognosis

However the Insurers may agree not to apply exclusions 1) or 2) a) to g) or the Insurers may impose special terms if the Insured Person applies to the Insurers with details of the condition by completing a medical self declaration form and this insurance is suitably endorsed.

To obtain a medical self declaration form, please contact Fogg Travel - Medical Referrals on 01623 635 958 (during normal working hours) or by fax on 01623 632 861 or alternatively email [helpline@foggtravelinsurance.com](mailto:helpline@foggtravelinsurance.com) and insert subject heading 'Self Declaration Form request' or print this form from our website [www.foggtravelinsurance.com](http://www.foggtravelinsurance.com) under **claim forms** - the completed form can be faxed or posted to the Referral Helpline - to see if cover is available. Your enquiry will be handled confidentially and you will be advised of the extent of cover that can be provided. You will be given a Helpline reference which should be inserted in the space provided on the Insurance Schedule. In the event of any medical emergency abroad the Helpline reference **MUST** be given to the Assistance Company together with the certificate number at the top of the Insurance Schedule. When calling please have details of your condition and the names and dosage of any medication you are taking.

## Special Condition

It is a condition precedent to any liability under this insurance that immediate notice must be given to the Assistance Company of any illness or injury which necessitates admittance to hospital as an in-patient or before any arrangements are made for repatriation.

## 24 Hour Worldwide Emergency Medical Service

The cost of the Medical Emergency Service may be met under this insurance. The operation and availability of the service will be governed by the terms, conditions and exclusions contained in this Policy Wording and will be operated by:-

### INTERNATIONAL MEDICAL RESCUE

Tel. 44 (0)20 8466 4200 Fax 44 (0) 20 8669 3442

An experienced Assistance Co-ordinator will deal with Your enquiry and will then ensure:

- where necessary hospitals are contacted
- necessary medical fees are guaranteed
- medical advisers are consulted
- where medically necessary in the opinion of our medical advisers will make arrangements for repatriation to your Home Address and the best method of transportation to be adopted. If you need help please phone advising that you are insured under **FOGG SINGLE TRIP SCHEME**.

Where any illness or injury necessitates admittance to a hospital it is imperative that the Assistance Company is contacted prior to any arrangement. If this is not possible because the condition is life, limb or organ threatening the Assistance Company must be contacted as soon as possible thereafter.

This is not a general health insurance. It only covers you in the event of any sudden and unexpected accident or the onset of sickness or illness and does not cover ELECTIVE (non-emergency) treatment.

## Reciprocal Health Agreement

Travellers to European Union countries and Switzerland are strongly advised to apply and obtain the European Health Insurance Card (EHIC). Applications for the EHIC can be made online at [www.dh.gov.uk/travellers](http://www.dh.gov.uk/travellers) - the quickest route, or by Telephone on 0845 606 2030, or by post - application forms are available from the Post Office. Applications can take between 7, 10, and 21 days respectively so please allow sufficient time prior to your departure date. This will entitle you to benefit from the reciprocal health arrangements which exist between European Union countries. In other countries where reciprocal health arrangements exist all reasonable steps should be made to utilise them.

## Foreign And Commonwealth Office

This insurance does not provide any cover in respect of any journey to a destination where the Foreign and Commonwealth Office has advised against travel. If you are unsure whether there is a travel warning for your destination, please check with the Foreign and Commonwealth Office (phone 020 7008 0232 or 0233 or visit their website at [www.fco.gov.uk](http://www.fco.gov.uk))

## Period Of Insurance

The Period of Insurance under the Cancellation Section commences from the date of issue of the Insurance Schedule attaching to this policy and terminates on the commencement of the planned journey or trip. All other sections shall commence at the time of leaving the normal place of residence or business (whichever is the later) in the European Union and shall terminate on return thereto on completion of the journey or trip as specified in the itinerary but shall not exceed the period stated on the Insurance Schedule. In any event cover will commence no more than 24 hours prior to the booked departure time from Your Home Address and will cease no more than 24 hours after the booked return to Your Home Address

The cover operates only where all of the following conditions are satisfied:

- All of the persons entitled to benefit under this policy are normally resident in the European Union at the date of issue of the policy; and
- The trip is a conventional holiday or a business trip of a commercial nature; and
- It is a round trip commencing in and returning to the European Union during the Period of Insurance.
- This insurance is issued in the United Kingdom

## Extension Of Period Of Insurance

If the homeward journey cannot be completed before the expiry of the Period of Insurance this policy shall remain in force without additional premium as follows:

- Up to 14 days in the event of delay to any vehicle, vessel or aircraft in which You are travelling as a ticket holding passenger.
- Up to 30 days if the intended return journey is prevented due to Your bodily injury or illness. In this event we will also continue to pay medical treatment under Item 1 of the Medical Expenses Section (up to the sum Insured provided by the policy) for this period or such extension of period as is medically certified as being necessary.

## Definitions

- "Area 1" means United Kingdom  
 "Area 2" means Channel Islands and the Republic of Ireland  
 "Area 3" means The Continent of Europe, West of the Ural Mountains, Madeira, Canary Islands, Iceland, the Azores, the Gambia, Mediterranean Islands and non European Countries bordering the Mediterranean (excluding Lebanon and Libya)  
 "Area 4" means Australasia  
 "Area 5" means World-wide excluding USA/Canada  
 "Area 6" means World-wide including USA/Canada  
 "Abandonment" means returning to Your home address prior to the scheduled return date or being confined to hospital for the remainder of Your holiday/journey, in which case a proportionate refund will be made of pre-paid charges. The refund for accommodation will be based on each day You have lost but a proportionate refund of travel expenses will be paid only if You cannot use Your return ticket.  
 "Assistance Company" means International Medical Rescue  
 "Close Business Associate" means an associate of You in the same employment as You whose absence from work or place of employment necessitates the cancellation or abandonment of the journey/trip as certified by a Senior Director of such company.  
 "Close Relative" means mother, father, sister, brother, wife, husband, daughter, son, grandparent, parent-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, step-parent, step-child, step-sister, step-brother.  
 "Costs and Expenses" All reasonable and necessary costs chargeable by the Representative on a standard basis. DAS 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.  
 "Date of Occurrence" The date of the event which may lead to a claim. If there is more than one event arising at different times from the same cause, the Date of Occurrence is the date of the first of these events.  
 "Hijack" means the unlawful seizure or wrongful exercise of control of the aircraft or ship [or the crew thereof] in which You are travelling as a fare paying passenger.  
 "Home Address/Home Country" means Your permanent place of residence within the European Union.  
 "Immediate Relative" means mother, father, sister, brother, wife, husband, daughter or son.  
 "Insured Incident" means DAS will negotiate for the Insured Person's legal rights after an event which causes the death of, or bodily injury to, an Insured Person.  
 "Insured person" Each person stated in the Insurance Schedule as being an Insured.  
 "Legal Expenses Insurer" means DAS Legal Expenses Insurance Company Limited  
 "Loss of Limbs" means loss by physical severance at or above the wrist or ankle or the total and permanent loss of use of an entire hand, arm, foot or leg.  
 "Material Facts" means you must tell us all material facts. A material fact is one which is likely to influence us in accepting your insurance. This could be your medical history or that of a travelling companion, relative or Close Business Associate or other person on whose state of health a decision by you to cancel or curtail your trip depends. If between purchasing this insurance and your date of travel a material fact becomes known or changes you must tell us and we reserve the right to impose special terms. If you are in doubt as to whether a fact is 'material', you should tell us by completing a medical self declaration form. If you do not, this may result in your claim not being paid.  
 To obtain a medical self declaration form, please contact Fogg Travel - Medical Referrals on 01623 635 958 (during normal working hours) or by fax on 01623 632 861.  
 Your enquiry will be handled confidentially and you will be advised in writing the extent of cover that can be provided. You will also be given a Helpline Reference.  
 "Mugging" means the violent and threatening attack necessitating Your medical treatment.  
 "Permanent Total Disablement" means permanent and total disablement from engaging in or attending to any kind of profession or occupation.  
 "Representative" 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.  
 "Insurance Schedule" means the Fogg Travel Insurance Schedule issued  
 "Ski Equipment" means skis, snowboards, sticks, bindings, boots, ski suits and salopettes.  
 "Terrorist Action" means the actual or threatened :  
  - use of force or violence against persons or property, or
  - commission of an act dangerous to human life or property, or
  - commission of an act that interferes with or disrupts an electronic or communications system undertaken by any person or group, whether or not acting on behalf of or in connection with any organisation, government, power, authority or military force, when any of the following applies:  
    - the apparent intent or effect is to intimidate or coerce a government or business, or to disrupt any segment of the economy;
    - the apparent intent or effect is to cause alarm, fright, fear of danger or apprehension of public safety in one or more distinct segments of the general public, or to intimidate or coerce one or more such segments;
    - the reasonably apparent intent or effect is to further political, ideological, religious or cultural objectives, or to express support for (or opposition to) a philosophy, ideology, religion or culture
 "Total Loss of Sight" means complete and irrecoverable loss of sight.  
 "Travelling Companion" means an accompanying person without whom the journey or trip cannot commence or continue.  
 "United Kingdom" means Great Britain, Northern Ireland, and the Isle of Man.  
 "Valuables" means jewellery, gold/silver/precious metal or precious stone articles, spectacles, sunglasses, clothing or articles made of leather or suede, watches, furs, radios, binoculars, telescopes, audio/ photographic/ video/ computer/ television and telecommunication equipment including discs or cassettes.  
 "We/Us/Insurers" means Arch Insurance Company (Europe) Limited  
 "You/Your/Insured Person" means the person or persons named in the Insurance Schedule

Subject to the terms of this policy Insurers will indemnify You, during the Period of Insurance for which We have accepted Your premium, up to the sums insured provided in respect of :

## Section 1 - Cancellation

Refund of deposits which are not recoverable and any other amount which You are legally obliged to pay in respect of unused travel and accommodation costs or charges up to the amount stated in the Summary of Cover and is limited to the level of policy cover purchased as stated on your Insurance Schedule for each Insured (purchased prior to the date of departure from your Home Address and prior to any occurrence giving rise to a claim) in the event of unavoidable cancellation of the journey or trip as a result of any of the following occurring after the date of issue of this insurance:-

- The accidental bodily injury to or illness or quarantine or death of Yourself or of Your Travelling Companion or of any person with whom You have arranged to stay
  - The accidental bodily injury to or serious illness or death :  
    - of any Close Relative in your Home Country
    - of any Immediate Relative elsewhere in the World
    - of Your fiancé(e)
    - of any Close Business Associate in your Home Country of any Insured under this policy.

**IMPORTANT** All claims resulting from accidental bodily injury, illness, quarantine or death must be supported by medical report(s) and/or death certificate as applicable.
- You or Your Travelling Companion being summoned for Jury Service or called as a witness in a Court of Law during the Period of insurance.
- You being made redundant and certified as such by the Employment Service.
- Your home becoming uninhabitable following fire, storm or flood.
  - Your presence being required by the Police following burglary at Your home or place of business

### LIMIT OF AMOUNT PAYABLE

The total amount payable in respect of each insured is up to the amount stated in the Summary of Cover and is limited to the level of policy cover purchased as stated on your Insurance Schedule.

## WHAT IS NOT COVERED

Exclusions are listed after Section 5 and under General Exclusions.

## Section 2 - Medical And Emergency Expenses

- Expenses itemised below if You suffer accidental bodily injury, illness or death during the Period of Insurance.
  - Emergency medical, surgical or hospital treatment (including rescue services to take You to hospital).
  - Emergency dental treatment for the immediate relief of pain up to a limit of £200.
  - Costs of burial or cremation in the country abroad where Your death occurred plus the cost of conveying the ashes to Your Home Address up to a limit of £1,500.
  - Costs to transport Your body to Your Home Address.
  - Where medically necessary reasonable additional charges for accommodation of a similar standard to the accommodation which was enjoyed for the duration of the journey or trip if available if it is necessary for You to stay beyond the intended return date and travel expenses which You have to pay to get back to Your Home Address if You cannot use Your return ticket.
- Expenses incurred in the repatriation of You to Your Home Address if it is medically necessary following accidental bodily injury or illness during the Period of Insurance.

Items 1e) and 2 include the expense of any one relative or friend who is required on medical advice to travel to, remain with or accompany You.

### LIMIT OF AMOUNT PAYABLE

Area 1: Payment of costs incurred under 1(d), 1(e) and 2 during the Period of Insurance up to a total of £2,000 for each Insured.

Areas 2, 3, 4, 5 & 6: The total amount payable in respect of each Insured shall not exceed the amount stated in the Summary of Cover and is limited to the level of policy cover purchased as stated on your Insurance Schedule. In respect of Item 1(a), 1(b) and 1(c) We shall only pay for costs incurred while You are abroad and outside your Home Country during the Period of Insurance unless Your homeward journey cannot be completed before the expiry of the Period of Insurance, in which case the Extension of Period of Insurance clause automatically applies.

### SPECIAL CONDITIONS

- It is a condition precedent to any liability under this Insurance that immediate notice must be given to the Assistance Company of any illness or injury which necessitate admittance to hospital as an in-patient or before any arrangements are made for repatriation.
- Repatriation to Your Home Address will be arranged when this is considered to be medically necessary in the opinion of the doctor in attendance and the Insurers medical advisers. In the event of injury or illness which results in a claim under the policy Insurers reserve the right to minimise any potential loss by repatriating You back to your Home Address before or after the end of the Period of Insurance.

**WHAT IS NOT COVERED** Exclusions are listed after Section 5 and under the General Exclusions.

## Section 3 - Hospital Expenses

If You are admitted as an in-patient to a hospital licensed for surgery abroad due to accidental bodily injury or illness sustained during the Period of Insurance an amount for incidental expenses will be paid in addition to any medical expenses covered under Section 2.

### LIMIT OF AMOUNT PAYABLE

We will pay an amount of £10 per complete 24 hours up to the amount stated in the Summary of Cover and is limited to the level of policy cover purchased as stated on your Insurance Schedule per each Insured for every complete 24 hour period You are hospitalised.

### WHAT IS NOT COVERED

Exclusions are listed after Section 5 and under the General Exclusions.

## Section 4 - Curtailment

- Proportionate refund of unused travel and accommodation costs or up to the amount stated in the Summary of Cover and is limited to the level of policy cover purchased as stated on your Insurance Schedule for each Insured (purchased prior to the date of departure from your Home Address and prior to any occurrence giving rise to a claim) in the event of unavoidable abandonment of the journey or trip as a result of any of the following occurring after the commencement of the journey or trip:-
  - The accidental bodily injury, illness, quarantine or death of Yourself or of Your Travelling Companion or of any person with whom You have arranged to stay.
  - The accidental bodily injury to or serious illness or death :  
    - of any Close Relative in your Home Address
    - of any Immediate Relative elsewhere in the World
    - of Your fiancé(e)
    - of any Close Business Associate in your Home Address of any insured under this policy.

**IMPORTANT** All claims resulting from accidental bodily injury, illness, quarantine or death must be supported by medical report(s) and/or death certificate as applicable.

- Reasonable additional travel and accommodation expenses which You incur if it is necessary for You to return to Your Home Address (and You cannot use Your return ticket) due to the accidental bodily injury to or serious illness or death of any close relative, fiancé(e) or close business associate of Yours (or of a Travelling Companion) not travelling with You and resident in the European Union.
  - Your home becoming uninhabitable following fire, storm or flood.
  - Your presence being required by the Police following burglary at Your Home Address or place of business.

Item 2 includes the expense of any one relative or friend who is required on medical advice to travel to, remain with or accompany You.

### LIMIT OF AMOUNT PAYABLE

The total amount payable in respect of each Insured is up to the amount stated in the Summary of Cover and is limited to the level of policy cover purchased as stated on your Insurance Schedule.

### WHAT IS NOT COVERED

Exclusions are listed after Section 5 and under the General Exclusions.

## Section 5 - Personal Accident

Bodily injury suffered by You during the Period of Insurance caused by an accident resulting solely and independently of other causes in death, loss of sight or loss of limb or permanent total disablement. The benefit shown below will be paid to You or Your legal personal representative.

### BENEFITS

	Up to Age 15 years inclusive	Age 16 years to 65 years	Age 66 years and over
<b>ECONOMY/ FLIGHT ONLY COVER BENEFITS</b>			
Item 1 Death	£1,000	£5,000	£1,000
Item 2 Loss of one or more limbs and /or total loss of sight in one or both eyes	£5,000	£5,000	£5,000
Item 3 Permanent TOTAL disablement after 104 weeks except when compensation is paid under Item 2	£5,000	£5,000	NIL
<b>SUPERIOR / PREMIER COVER BENEFITS</b>			
Item 1 Death	£2,500	£15,000	£15,000
Item 2 Loss of one or more limbs and/or total loss of sight in one or both eyes	£25,000	£25,000	£25,000
Item 3 Permanent TOTAL disablement after 104 weeks except when compensation is paid under Item 2	£25,000	£25,000	NIL

### SPECIAL CONDITIONS

- Death, loss of sight or loss of limb or permanent total disablement must occur within one year of the injury.
- Benefit shall not be payable under more than one item and any such payment shall end this section of the Policy in respect of You.

### WHAT IS NOT COVERED

Exclusions are listed below and under General Exclusions.

## Exclusions Applicable To Sections 1, 2, 3, 4 & 5

- We shall not make any payment in respect of a medical condition of any insured for
  - any expenses or fees for any in-patient treatment or repatriation which have not been notified to and authorised by Insurers or the Assistance Company.
  - the cost of any elective (non-emergency) treatment or surgery, including exploratory tests, which are not directly related to the illness or injury which necessitated Your admittance into hospital, or dental work
  - any form of cosmetic surgery and surgery or treatment which in the opinion of the Doctor in attendance and Insurers medical advisers can reasonably be delayed until Your return to your Home Address
  - any dental working involving precious material
  - medication, which at the time of departure is known to be required or to be continued outside your Home Address
  - any additional costs arising from single or private room accommodation
  - treatment or services provided by a health spa, convalescent or nursing home or any rehabilitation centre
  - charges levied for services rendered or treatment received after 12 months from the date of any incident giving rise to a claim.
- We shall not make any payment in respect of a medical condition of any Insured for which (at the time of purchasing insurance) You:-
  - are receiving in-patient treatment
  - are on a waiting list for in-patient treatment.
  - have received a terminal prognosis
  - are intending to travel against the advice of a qualified medical practitioner, or
  - are advised that continuation of medical treatment will be required during the Period of Insurance.
- We shall not make any payment in respect of any claim arising out of Material Facts which are not declared by completing a medical self declaration form to Fogg Travel – Medical Referrals either when the Insured Person purchased this insurance or up to the date of the Insured Person's Journey
- We shall not make any payment for any claims arising if at the time of buying this insurance the Insured Person or a travelling companion:-
  - is aware of any circumstances which could reasonably be expected to give rise to a claim under this insurance
  - have had a cancerous cardio-vascular cerebro-vascular renal psychiatric or mental condition
  - have had any other medical condition which is under the supervision of a hospital or a consultant or doctor or has required any hospital admission or treatment in the previous 6 months
  - have been taking continuous medication and have had any change in medication or increase in dosage in the last 6 months resulting from a deterioration in the condition being treated
  - have any medical conditions for which the Insured Person is on a hospital or specialists waiting list for in patient or out patient treatment or investigation
  - are awaiting the results of any tests or investigations or are aware of any medical condition of any relative or Close Business Colleague whether travelling with the Insured Person or not on whose state of health with the Insured Persons decision to curtail the journey may depend
  - have been advised of a terminal prognosisHowever the Insurers may agree not to apply exclusions 3) or 4) a) to g) or the Insurers may impose special terms if the Insured Person applies to the Insurers with details of the condition by completing a medical self declaration form and this insurance is suitably endorsed.  
To declare a medical condition please refer to 'Material Facts' and 'Health' on the second page of this policy.
- We shall not make any payment in respect of death, injury, illness or permanent total disablement resulting from:-
  - any emotional disorders, mental illness, anxiety state and/or depression
  - or arising in connection with pregnancy or childbirth where the expected date of birth is before, or within 8 weeks of the expiry of the Period of Insurance
  - flying or other aerial activities except while travelling in a properly licensed passenger carrying aircraft being operated by a licensed commercial air carrier.
  - motor cycling as a driver or passenger
    - on machines exceeding 125 cc engine capacity hired outside Your Home Country and/or;
    - motorcycling as either a driver or passenger unless the person driving the motorcycle holds a current valid full motorcycle license permitting them to drive such motorcycle
  - mountaineering or rock climbing ordinarily necessitating the use of ropes or guides, bungee jumping, sub-aqua diving in excess of 10 metres, pot-holing or association or rugby football
  - engaging in or practising for speed or time trials, sprint or racing of any kind
  - manual work of any kind
  - winter sports of any kind (unless the appropriate premium has been paid when this exclusion shall read any form of ski racing, competition or training therefore), ski jumping, water ski jumping, ski flying, ski acrobatics, stunting, bob sleighing or skeletoning,
  - participation in expeditions or the crewing of a sea going vessel (other than flotilla holidays) involving overnighting at seaExclusions 5(c) to (i) do not apply to Cancellation and in respect of Curtailment they apply only to You.
- We shall not make any payment for Cancellation arising from unemployment caused by or resulting from gross misconduct on the part of You leading to dismissal or from resignation or voluntary redundancy or where a warning or notification of redundancy was given prior to the application for insurance.
- We shall not pay the first £50 (£20 Area 1) of each claim per Section per Insured in respect of Cancellation, Curtailment, Medical and Emergency Expenses reducing to £15 in respect of Loss of Deposits.
- We shall not make any payment for Your disinclination to travel or for Your loss of enjoyment during the journey or trip.
- We will not cover items listed within the General Exclusions.
- Failure to advise Your Tour Operator and/or Travel Agent in writing Your need to cancel immediately that You are aware that cancellation of the holiday/journey is necessary.

## Section 6 - Baggage

- Loss of or damage during the Period of Insurance to personal belongings (including clothing worn) and personal baggage taken or owned by You. The Insurers will have the option to repair, reinstate or replace or provide a cash settlement.
- If Your baggage is temporarily lost in transit on the outward journey and not restored to You within 12 hours We will pay for the emergency purchase of essential replacement items, and supported by receipts, up to the amount stated in the Summary of Cover and is limited to the level of policy cover purchased as stated on your Insurance Schedule per each Insured in any one Period of Insurance. You must obtain written confirmation from the Carrier of the number of hours delay. If the baggage proves to be permanently lost the overall baggage sum insured shall apply and any amount paid shall be deducted from the final claim settlement under 1.
- Loss or theft of Your passport while abroad during the Period of Insurance. We will pay reasonable additional travel and accommodation expenses necessarily incurred abroad in obtaining a replacement passport including the cost of the temporary replacement passport itself.

**PROVIDED THAT** Any amount so paid under 2 above will be deducted from any payment made under/above of this certificate in respect of the same incident.

### LIMIT OF AMOUNT PAYABLE

The total amount payable in respect of each Insured is up to the amount stated in the Summary of Cover and is limited to the level of policy cover purchased as stated on your Insurance Schedule with the inner limits for any single article, pair or set of articles, loss of passport and in respect of Valuables for each Insured.

### SPECIAL CONDITIONS

- You must, at all times take reasonable precautions to ensure the safety and supervision of Your property. If it is lost or damaged whilst in the care of a transport company, authority or hotel You must report to them, in writing details of the loss or damage and obtain written confirmation. If baggage is lost or damaged by the airline You must:
  - obtain a Property Irregularity Report
  - give formal written notice of the claim to the airline within the time limit contained in their conditions of carriage (and retain a copy)
  - keep all travel tickets and tags for submission if a claim is to be made under this policy.
- Reasonable precautions must, at all times, be taken to ensure the safety and supervision of Your Baggage and Money and You should take all practical steps to recover Baggage lost or stolen.

## WHAT IS NOT COVERED

Exclusions are listed after Section 7 and under the General Exclusions.

## Section 7 - Personal Money

Loss of cash, travellers' cheques, bills of credit, travel tickets, driving licence, hotel vouchers and green cards held by You for social and domestic purposes during the Period of Insurance.

### LIMIT OF AMOUNT PAYABLE

The total amount payable in respect of each Insured is up to the amount stated in the Summary of Cover and is limited to the level of policy cover purchased as stated on your Insurance Schedule, with an inner limit applying in respect of cash.

### SPECIAL CONDITION

Reasonable precautions must, at all times be taken to ensure the safety and supervision of Your Personal Money and You should take all practicable steps to recover Personal Money lost or stolen.

## WHAT IS NOT COVERED

Exclusions are listed below and under the General Exclusions

## Exclusions Applicable To Sections 6, 7 & 15

We shall not pay for:-

- cracking, scratching or breakage of glass (other than lenses in cameras, binoculars, telescopes and spectacles), china or similar fragile articles
- pedal cycles or contact lenses, mobile phones and/or accessories
- wear and tear, depreciation, deterioration or damage by moth, vermin or by any process of cleaning, repairing or restoring
- loss of baggage, Valuables, Ski Equipment, and personal money not reported to the Police within 24 hours of discovery and a written police report obtained
- breakage of sports equipment whilst in use other than Ski Equipment if Ski Cover has been stated on the Insurance Schedule
- household goods and anything shipped as freight
- delay, detention, seizure or confiscation by Customs or other officials
- items used in connection with Your employment or occupation, bonds, securities or documents of any kind
- loss of or damage of Valuables and Personal Money while in transit or unattended (other than in Your personal holiday accommodation) and outside of Your control. Safety deposit boxes, where available, must be used for Personal Money & Valuables.
- loss of baggage from an unattended vehicle unless
  - secured in the locked boot of the locked vehicle or
  - contained in the luggage space at the rear of a locked Estate car or locked hatchback under its top cover out of view
- loss of Valuables, Ski Equipment and/or Personal Money from an unattended vehicle
- shortages due to error omission or depreciation
- the first £50 (reduced to £20 in respect of Area 1) of each claim separately for baggage Ski Equipment, Loss of Passport and Money per Insured
- items listed within the General Exclusions.
- electrical or mechanical breakdown or derangement
- business goods or samples.

## Section 8 - Personal Liability

All sums which You become personally legally liable to pay in the event of:

- death or bodily injury of any person
- loss or damage to property arising from an accident occurring during the Period of Insurance.

### LIMIT OF AMOUNT PAYABLE

The total amount payable for all claims made against You arising from any one occurrence is up to the amount stated in the Summary of Cover and is limited to the level of policy cover purchased as stated on your Insurance Schedule. We will also pay any extra costs and expenses awarded against You or incurred by You with our written consent.

## WHAT IS NOT COVERED

- Punitive and exemplary damages
- Liability arising from
  - death or bodily injury of Your employees or close or immediate relatives.
  - loss of or damage to property which belongs to You or under the control of You or a member of Your family or household or a person employed by You
  - Your trade, business or profession
  - the ownership or occupation of any land or building (other than occupation only of any temporary holiday accommodation), in which case the first £100 of each claim is excluded.
  - the ownership, possession or use of animals (other than domestic animals), firearms, mechanically propelled vehicles, vessels (other than manually propelled watercraft) or aircraft of any description
  - mountaineering or rock climbing ordinarily necessitating the use of ropes or guides, bungee jumping, sub-aqua diving in excess of 10 metres,
  - pot-holing or organised team football, engaging in or practising for speed or time trials, sprints or racing of any kind, winter sports of any kind (unless the appropriate premium has been paid when this shall read any form of ski racing, competition or training therefore), ski jumping, water ski jumping, ski flying, ski acrobatics, stunting, bob sleighing or skeletoning).
- We will not cover items listed within the General Exclusions.

## Section 9 – Travel Delay

Delay in departure of the coach, ship or aircraft in which You are booked to travel. We will :

- pay the sum of £20 for the first full 12 hours of delay and £20 for each subsequent full 12 hours of delay subject to a maximum payment up to the amount stated in the Summary of Cover and is limited to the level of policy cover purchased as stated on your Insurance Schedule per each Insured if You are delayed in departing from your Home Address on Your outward journey or if delay occurs at the point of departure on the initial leg of Your return journey to your Home Address or refund non-recoverable deposits and other pre-paid holiday charges up to the maximum amount stated in the Summary of Cover and is limited to the level of policy cover purchased as stated on your Insurance Schedule per each Insured if after 24 hours delayed departure of the outward journey from your Home Address You choose to cancel the journey/trip.
- 

The period of delay will be calculated from the date and time of departure of the ship or aircraft specified in Your itinerary. You must check in according to such itinerary and obtain written confirmation from the Carrier or their handling agents stating the actual date and time of departure and reason for such delay.

### LIMIT OF AMOUNT PAYABLE

The total amount payable in respect of each Insured is up to the amount stated in the Summary of Cover and is limited to the level of policy cover purchased as stated on your Insurance Schedule.

## WHAT IS NOT COVERED

We shall not make any payment:-

- in respect of strike or industrial action existing or notified by declaration of intent at or prior to the date this insurance is purchased.
- under more than one item of this Section.
- under item 2 in respect of the first £50 of each claim per insured
- for items listed within the General Exclusions.

## Section 10 - Missed Departure

Additional accommodation and travel expenses necessarily incurred in reaching Your overseas destination or returning to your Home Address should You fail to arrive at the International port, International rail terminal, or airport in time to board the vessel or aircraft in which You are booked to travel on the initial international leg of the journey or trip as a result of:-

- failure of public transport, or
- the vehicle in which You are travelling being subject of an accident or breakdown.

**PROVIDED THAT** Compensation is only payable if no claim is made under Section 9 – Travel Delay

### LIMIT OF AMOUNT PAYABLE

The total amount payable in respect of each Insured is up to the amount stated in the Summary of Cover and is limited to the level of policy cover purchased as stated on your Insurance Schedule

### SPECIAL CONDITIONS

- You must take all reasonable steps to arrive in time at the departure port or airport as specified in the itinerary.
- You must supply a repairers report in the event of an accident or breakdown to the vehicle in which they are travelling.

## WHAT IS NOT COVERED

We shall not make payment for:

1. claims arising from strike riot industrial action or civil commotion in respect of which a warning has been given prior to the commencement of the planned journey/trip
2. the first £50 of each claim per Insured
3. items listed within the General Exclusions.
4. failure to service the vehicle in accordance with the Manufacturers instructions.

## Section 11 – Legal Expenses

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

DAS agree to provide the insurance in this section as long as:

1. the Date of Occurrence of the Insured Incident is during the Operative Time; and
2. any legal proceedings will be dealt with by a court, or other body which DAS agree to; and
3. for civil claims, 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 tells DAS within the time limits allowed that they want DAS to appeal. Before DAS pay the Costs and Expenses for appeals, DAS must agree that it is always more likely than not that the appeal will be successful.

DAS will only pay the Costs and Expenses charged by a Representative appointed by DAS.

The most DAS will pay for all claims resulting from one or more event arising at the same time or from the same cause is up to the amount stated in the Summary of Cover and is limited to the level of policy cover purchased as stated on your Insurance Schedule.

### WHAT IS NOT COVERED

DAS shall not be liable for:

1. A claim reported to DAS more than 180 days after the Insured Person should have known about the Insured Incident.
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 an Insured Person does anything that hinders DAS or the Representative.
9. A claim relating to an Insured Person's alleged dishonesty or alleged violent behaviour.
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.
12. A claim directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date.
13. 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 Contract (Rights of Third Parties) Act 1999 does not apply to this section in relation to any third party rights or interests.
14. An application for judicial review.
15. Any Costs and Expenses that are incurred where the Representative handles the claim under a contingency fee agreement.
16. A claim against Arch Insurance Company (Europe) Limited or International Medical Rescue.
17. A claim against any insurance intermediary agent of Arch Insurance Company (Europe) Limited.
18. The first £100 in respect of each and every event that causes a claim.

### SPECIAL 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 DAS have to pay as low as possible;
  - c) send everything DAS ask for, in writing;
2. a) give DAS full details in writing of any claim as soon as possible and give DAS any information DAS need. DAS can take over and conduct in the name of an Insured Person,
    - (i) any claim or legal proceedings at any time.
    - (ii) 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 court 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.DAS may choose not to accept the Insured Person's choice, but only in exceptional circumstances. If there is a disagreement over the choice of Representative in these circumstances, the Insured Person may choose another suitably qualified person.
  - 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 standard terms of appointment. 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 a claim.
  - (b) If an Insured person does not accept a reasonable offer to settle a claim, we may refuse to pay further Costs and Expenses.
  - (c) DAS may decide to pay the 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 DAS have to pay, and must pay DAS any Costs and Expenses that are recovered.
5. If the Representative refuses to continue acting for an Insured Person or if an Insured Person dismisses the Representative, the cover DAS provide will end at once, unless DAS agree to appoint another Representative.
  6. If an Insured Person settles a claim or withdraws it without DAS agreement, or does not give suitable instructions to a Representative, the cover DAS provide will end at once and DAS will be entitled to reclaim any Costs and Expenses DAS have paid.
  7. If DAS and an Insured Person disagree about the choice of Representative, or about the handling of a claim, DAS and the Insured Person can choose another suitably qualified person to decide the matter. DAS and the Insured Person must both agree to the choice of this person in writing. Failing this, DAS will ask the president of a relevant national law society to choose a suitably qualified person. All costs of resolving the disagreement must be paid by the party whose argument is rejected.
  8. DAS may, at DAS's 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, DAS will pay the cost of obtaining the opinion.
  9. DAS will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this cover did not exist.
  10. This section will be governed by English law.

### Eurolaw legal advice service

DAS will give in connection with the trip 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, the Isle of Man, the Channel Islands, Switzerland and Norway.

DAS will not accept responsibility if the Helpline Services are unavailable for reasons DAS cannot control. To contact the above service, phone DAS on 0117 934 2111 or 0117 976 2030.

## Section 12 – Hijack

If You are prevented from reaching Your scheduled destination as a result of Hijack of the aircraft or ship in which You are travelling. We will pay You £50 for the first full 24 hours of delay and £50 for each subsequent full 24 hours of delay up to the maximum stated in the Summary of Cover and is limited to the level of policy cover purchased as stated on your Insurance Schedule.

### PROVIDED THAT

1. compensation is only payable if no claim is made under Section 1 – Cancellation or Section 9 – Travel Delay
2. You must produce independent evidence in writing in support of any claim.

## Section 13 – Mugging

If You sustain actual bodily injury as a result of a Mugging attack during the Period of Insurance resulting in medical treatment necessitating admission to an overseas hospital, We will pay You a benefit of £50 per complete 24 hours You are hospitalised up to a maximum stated in the Summary of Cover and is limited to the level of policy cover purchased as stated on your Insurance Schedule.

### PROVIDED THAT

1. the incident was reported to the nearest Police Authority within 12 hours of the incident occurring
2. You produce independent evidence in writing in support of any claim.

### WHAT IS NOT COVERED

Claims arising from:-

1. You being under the influence of intoxicating liquor or of a drug or drugs, or of substance or solvent abuse
2. Your intentional self-injury or Your wilful exposure to risk or Your deliberate acts.

## additional cover for winter sports

(only applicable if Ski Cover is stated as covered on your Travel Insurance Schedule by the travel agent at time of issue and appropriate additional premium paid).

## Fogg Travel Medicard - Winter Sports Only

**Medical Claims** - Production of Your Fogg Travel MEDICARD will mean that any rescue, transport or medical service subscribing to the scheme will make no charge to You for their service but will bill us direct - the policy excess is, however, payable to the Doctor at the time of treatment. In the event of difficulty You should contact the Assistance Company immediately. You will be given a form by the medical/rescue service whenever the Fogg Travel MEDICARD is used - this form should be sent to Fogg Travel Insurance Services together with any ancillary pharmaceutical bills and the like at the end of Your holiday to obtain reimbursement of those costs incurred where You have made payment

## Section 14 - Piste Closure

**Only Valid for holidays outside of the United Kingdom between 1<sup>st</sup> January and 1<sup>st</sup> April**

In the event that due to lack of snow there is a total closure of skiing facilities in the resort to which You have pre-booked to travel (other than facilities for cross country skiing which is excluded from this Section) and it is not possible to ski, We hereby agree to pay

- a) the cost of transfer to an alternative ski area up to a maximum of £10 per day each full day of such total closure of facilities during the period of Your holiday at such resort plus up to £5 per day for the purchase of a lift pass or if no alternative ski areas are available
- b) compensation at the rate of £20 per day for each full day of total closure of such facilities during the period of Your holiday at such resort.

### LIMIT OF AMOUNT PAYABLE

The total amount payable in respect of each Insured is up to the amount stated in the Summary of Cover and is limited to the level of policy cover purchased as stated on your Insurance Schedule

## Section 15 - Ski Equipment

Permanent loss or damage to Ski Equipment (as defined herein) being Your property taken, sent in advance or purchased on holiday by You for the intrinsic value or cost of repairs (whichever is the lesser).

### LIMIT OF AMOUNT PAYABLE

The total amount payable in respect of each Insured is up to the amount stated in the Summary of Cover and is limited to the level of policy cover purchased as stated on your Insurance Schedule

### WHAT IS NOT COVERED

Exclusions are listed after Section 7 and under the General Exclusions.

### NOTE

This is a policy of indemnity and does not provide cover on a "new for old" basis.

## Section 16 - Unused Ski Pack

Proportional return of the irrevocable pre-booked cost of the lift pass, ski school or equipment hire following Your injury or illness occurring during the period of insurance which injury or illness prevents You from participating in skiing activities for each full day for the period medically certified.

### LIMIT OF AMOUNT PAYABLE

The total amount payable in respect of each Insured is up to the amount stated in the Summary of Cover and is limited to the level of policy cover purchased as stated on your Insurance Schedule

### WHAT IS NOT COVERED

The first 24 hours following the day the injury or illness was first medically certified.

## Section 17 - Ski Equipment Hire

If You:-

1. are deprived of Ski Equipment for at least 12 hours from the time of arrival at the booked destination due to delay or misdirection by the carrier, or
  2. sustain a loss of Ski Equipment for which You may claim under Section 15 of this Policy
- We will pay an amount up to £100 for the purchase of essential items of ski clothing and/or the hire of ski equipment subject to certification by a representative of the Carrier or Tour Operator. If under (a) Your Ski Equipment is still not restored to You after 36 hours We will pay an additional £100 for the purchase of essential items of ski clothing and/or the hire of ski equipment subject to certification by a representative of the Carrier or Tour Operator
- Any amount so paid under this Section will be deducted from any payment made under Section Ski 15 of this Certificate in respect of the same incident.
- You must submit to the insurers receipts for all items purchased.
- It is a condition of this insurance that in the event of deprivation insured herein the non arrival must be reported immediately to the Carrier and a written report obtained.

### LIMIT OF AMOUNT PAYABLE

The total amount payable in respect of each Insured is up to the amount stated in the Summary of Cover and is limited to the level of policy cover purchased as stated on your Insurance Schedule

## Section 18 - Weather Extension

Additional travel and accommodation expenses necessarily and unavoidably incurred due to delay in the outward or return flight or You being prevented from reaching the airport of departure prior to the flight leaving resort or being unable to reach the resort caused by adverse weather conditions, or delayed arrival in the resort caused by adverse weather conditions. This insurance is limited to £50 for each full period of 24 hours delay up to a maximum of £150 in all each Insured.

### LIMIT OF AMOUNT PAYABLE

The total amount payable in respect of each Insured is up to the amount stated in the Summary of Cover and is limited to the level of policy cover purchased as stated on your Insurance Schedule. Payment shall not be made under both this Section and Sections 9 and 10 in respect of the same event.

## General Exclusions Which Apply To The Whole Policy

This policy does not insure:-

1. a) war, invasion, acts of foreign enemies, hostilities (whether war be declared or not) civil war or any act condition or warlike operation incident to war
- b) warlike action by a regular or irregular military force or civilian agents, or any action taken by any government, sovereign or other authority to hinder or defend against an actual or expected attack.
- c) insurrection, rebellion, revolution, attempt to usurp power, or popular uprising, or any action taken by government or martial authority in hindering or defending against any of these
- d) discharge, explosion, or use of a weapon of mass destruction whether or not employing nuclear fission or fusion, or chemical, biological, radioactive or similar agents, by any party at any time for any reason
- e) Terrorist Action or any action taken by anyone to prevent real or perceived imminent Terrorist Action or to address ongoing Terrorist Action (See Definitions Section)
2. Claims of whatever nature directly or indirectly caused by
  - a) ionising radiation's or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly
  - c) pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
3. Any claim arising directly or indirectly from any injury, illness, death, loss, expense or other liability attributable to HIV (Human Immune Deficiency Virus) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) and/or any mutant derivatives or variations thereof however caused.

4. Death, injury, illness or permanent total disablement resulting from suicide or attempted suicide or exposure of danger which is reasonably foreseeable (except in an attempt to save human life), venereal infection or the influence or effect of intoxicating liquor or drugs (other than drugs taken under medical supervision and not for the treatment of a drug addiction or as a result of a criminal act committed by You.
5. Any consequential loss other than as specified in the policy.
6. Any loss arising from or in any way connected with the fact that the performance or functionality of any computer hardware, operating system, application, software, computer chip or embedded control logic has been or may be affected by any date change or by any values used to represent such dates. This exclusion applies regardless of whether the loss was also caused or contributed to by any other cause or event. However this exclusion will not apply in respect of cover provided under the Medical Expenses and Personal Accident Sections

### Conditions

1. No refund of premium shall be allowed after 14 days from the date of issue of this policy.
2. You must notify Fogg Travel Insurance Services Limited in writing as soon as possible after any bodily injury, illness, incident or unemployment or on discovery of any loss or damage which may give rise to a claim under this policy. You must also inform us if You are aware of any writ, summons or impending prosecution. Every communication relating to a claim must be sent to us without delay.
3. You, or any person acting for You, must not negotiate, admit or repudiate any claim without our written consent.
4. The expense of supplying all certificates, information and evidence which We may require will be borne by You or Your legal representative. When a claim for bodily injury or illness occurs, We may request and will pay for, any Insured to be medically examined on behalf of Insurers. We may also request and will pay for, a post mortem examination if any insured dies.
5. If at the time of any incident which results in a claim under this policy, there is any other insurance covering the same loss, damage, expense or liability, We will pay only our proportionate share. This condition does not apply to the Personal Accident Section.
6. We are entitled to take over and conduct in Your name the defence or settlement of any Legal Action. We may also take proceedings at our own expense and for our own benefit, but in Your name, to recover any payment We have made under the policy to anyone else.
7. If You or any person acting on Your behalf makes a claim or statement knowing that it is false or fraudulent including the inflation or exaggeration of a claim or submitting forged or falsified documents then this policy shall become void and all right to make a claim forfeited. We reserve the right to notify the Police of any such claim.
8. The Insurers shall not be liable for :
  - a) the failure or any consequence of the failure of the Legal Expenses Insurer or DAS or their servants or agents to satisfy in all or in part their obligations under Section 11 -Legal Expenses
  - b) Any errors or omissions or any consequence thereof in the advice service or assistance given by the Legal Expenses Insurer or DAS or their servants or agents in relation to the cover provided under Section 11 - Legal Expenses or the Free Legal Helpline
9. The Legal Expenses Insurer and/or DAS and/or their servants and agents shall not be liable for:-
  - a) the failure or any consequence of the failure of the Insurer or their servants or agents to satisfy in all or in part their obligations under this policy
  - b) any errors or omissions or any consequence thereof in the advice service or assistance given by the Insurers or their servants or agents in respect of the cover provided under any Section other than Section 11 - Legal Expenses

### Important Note

You are free to choose the law applicable to this insurance contract. Unless specifically agreed to the contrary this insurance shall be subject to English law.

### What To Do In The Event Of A Complaint

It is our intention to provide you with an efficient service. If you are dissatisfied with any aspect of the service you receive please direct your complaint in the first instance to

**Step 1** You should write to General Manager, FOGG TRAVEL INSURANCE SERVICES LTD  
Crow Hill Drive, Mansfield, Notts. NG19 7AE

**Step 2** If You are still not satisfied  
You should write to Complaints Manager,  
ARCH INSURANCE COMPANY (EUROPE) LIMITED  
2<sup>nd</sup> Floor North, Crosby Court, 38 Bishopgate, London DC2N 4AF

Please quote FOGG SINGLE TRIP SCHEME to help Your enquiry to be dealt with speedily.

- **If You remain dissatisfied** You may seek assistance from the Chief Executive Officer, Arch Insurance Company (Europe) Limited, 2<sup>nd</sup> Floor North, Crosby Court, 38 Bishopgate, London EC2N 4AF.
- **Should You fail to resolve** the issue, You may refer the dispute to the Financial Ombudsman Service, South Quay Plaza 2, 183 Marsh Wall, London E14 9SR, Telephone 0845 080 1800 Email: enquiries@financial-ombudsman.org.uk Website: www.financial-ombudsman.org.uk but only if You have already referred the matter to Arch Insurance Company (Europe) Limited. We are bound by the Financial Ombudsman's decision, but You are not. It does not prejudice Your legal rights.

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

#### Financial Services Compensation Scheme ("FSCS")

The maximum level of compensation you can receive from FSCS is 100% of the first £2,000 and 90% of the remainder of the claim, without any upper limit. The contact details for FSCS are: Financial Services Compensation Scheme, 7th Floor Lloyds Chambers, Portoken Street, London, E1 8BN Fax: 020 7892 7301 Website: <http://www.fscs.org.uk>



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