



Insurance Policy



This policy is for residents of the European Union only

Arranged by:

Fogg Travel Insurance Services Ltd

Crow Hill Drive, Mansfield, Notts NG19 7AE Tel: 01623 631331 Fax: 01623 420450 Underwritten by: Europäische Reisesversicherung AG, Munich, Germany (ETI)

Valid for issue between

1st January 2010 and 31st December 2010 for departures up to 31st December 2011

Master Policy No ETI Real 20090001

POLICY INFORMATION

This Policy Wording is to confirm that those persons who have paid the required premium are insured under the Master Policy No ETI Real 20090001 on behalf of ETI – International Travel Protection, the UK Branch of Europäische Reiseversicherung AG, Munich, Germany, (ETI). Companies Registration No. FC 25660, BR 007939.

Cancellation cover applies as soon as the premium has been paid and the policy wording is issued. The remaining covers apply for the duration of the booked **Trip** (or earlier return to **Your Home Country**). It also includes the period of travel from **Home** directly to the departure point and back **Home** directly afterwards not exceeding 24 hours in each case. If the return is unavoidably delayed for an insured reason, cover will be extended free of charge for the period of that delay.

If **You** are not happy with the policy, return it to **Real Gap** within 14 days of issue and **We** will refund **Your** premium in full provided no claims have been made and that **We** receive **Your** returned policy prior to **Your** departure date. Cancellation at any other time will mean you are not entitled to a refund of premium.

We must be informed of any facts, which is likely to influence us in the acceptance, assessment or continuance of this insurance. Failure to do so may invalidate this insurance, leaving you with no right to make a claim. Please refer to the Pre-existing Medical Conditions section.

PLEASE READ YOUR INSURANCE POLICY CAREFULLY.

FAILURE TO OBSERVE THE TERMS AND CONDITIONS SET OUT IN THIS DOCUMENT MAY PREJUDICE ANY CLAIM.

SUMMARY OF COVER

Policy Section	EXPLORER* Maximum Benefit	ADVENTURE* Maximum Benefit	GAP* Maximum Benefit	Excess
A. Cancellation or Curtailment	£3,000	£3,000	£1,000	£75***
B. Emergency medical expenses	£2,000,000	£2,000,000	£1,000,000	£75***
Emergency Dental Treatment	£250	£250	not covered	Nil
Getting someone out to you	reasonable additional cost	reasonable additional cost	reasonable additional cost	Nil
Funeral Costs Abroad	£2,000	£2,000	£2,000	Nil
Search and Rescue	£5,000	£5,000	£5,000	Nil
C. Personal Accident**	£15,000 (Death £5,000)	£20,000 (Death £10,000)	not covered	Nil
D. Missed Departure	£250	£250	£250	£75***
E. Personal Baggage	£1,500	£1,500	£500	£75***
Single Article limit	£200	£200	£200	
Valuable limit	£250	£250	£150	
F. Personal Money	£200	£200	not covered	£75
Loss of Travel Documents	£250	£250	£150	£75
G. Personal Liability	£1,000,000	£1,000,000	£1,000,000	£250
H. Legal advice and expenses	£20,000	£20,000	not covered	£250

* cover for Sporting Activities vary between the three levels of cover. It is important that you purchase the correct level of cover for the Sporting Activities You may do doing Your Trip. ** please see sections for details of amount of payment. *** Increased to £150 in respect of Adventure

IMPORTANT POINTS TO NOTE

Please read **Your** insurance policy in full before **You** travel making sure **You** understand exactly what **We** will and will not pay for under each Section.

Section A - Cancellation or Curtailment

Section B – Emergency Medical Expenses

Your state of health may affect the cover provided under **Your** insurance. Please refer to the Cover and Exclusions to Cover in respect of Section A, B and C and to the Pre Existing Medical Conditions section.

Section B – Emergency Medical Expenses

You must contact the **24 hour medical Emergency Service** for their Doctor's opinion prior to :

- You** being admitted to hospital or
- You** arranging to return **Home** early or extend **Your** stay because of any illness or injury.

Hazardous Activity & Sporting Activity Cover

Your attention is drawn to the Definition of Words Section and the definitions of **Hazardous Activity** and **Sporting Activity Cover**. If **you** are taking part in any activity not listed please contact **us** to ensure **you** are covered.

Section E - Personal Baggage

Section F - Personal Money

Take due care of **Your Personal Baggage** and **Personal Money**. The vast majority of claims under these Sections arise as a result of leaving items **Unattended** at beaches, restaurants, airports and hotels etc. Lack of proper care towards **Your Personal Baggage** and **Personal Money** could result in **Your** claim being turned down.

Valuables and **Personal Money** should not be left **Unattended** at any time except when left in **Your** locked personal accommodation or in a safety deposit box where possible.

In Particular please note:

- Your** policy does not cover **Valuables** or **Personal Money** when left in motor vehicles at any time.
- Valuables** and **Personal Money** must be carried in **Your** hand luggage when being transported by Airlines, Coach Operators etc.

Your policy contains a single article limit on **Personal Baggage** and an overall **Valuables** limit. Expensive items, jewellery, photographic and video equipment, etc. should be insured under **Your** own home insurance.

Where cover applies to items that are stolen, lost and totally destroyed they will be replaced as new less a deduction for any wear, tear and depreciation.

THIS POLICY IS ONLY VALID IF YOU PURCHASE THE POLICY PRIOR TO YOUR DEPARTURE FROM **YOUR HOME COUNTRY**.

AGE LIMIT

- Explorer and Adventure** - This insurance is not valid in respect of persons aged **66** years or over at the date of departure.
- Gap** - This insurance is only valid in respect of persons aged to **35** years at the date of departure.

GEOGRAPHICAL AREAS

The Geographical limit of this insurance is Worldwide *including* the United States of America and Canada.

RECIPROCAL HEALTH AGREEMENT EU COUNTRIES

Travellers to European Union countries and Switzerland are strongly advised to apply and obtain the European Health Insurance Card (EHIC) or form E112. Applications for the EHIC can be made online at www.ehic.org - the quickest route, or by Telephone on 0845 606 2030, or by post – application forms are available from the Post Office. This will entitle you to benefit from the reciprocal health arrangements which exist between European Union countries. In other countries where reciprocal health arrangements exist all reasonable steps should be made to utilise them.

In the event of liability being accepted for a medical expense which has been reduced by the use of an EHIC card (or other reciprocal health agreements) or Private Health Insurance, the applicable **Emergency Medical Expenses** Section excess will not be applied. This does not apply where special excess terms have been imposed.

Should **You** be admitted to hospital then contact must be made with **Fogg Assist** and their authority obtained in respect of any treatment not available under the reciprocal arrangements before such treatment is provided.

EXTENSION OF COVER

If **You** request any extension of the **Period Of Insurance** after the commencement of travel **You** will advise **Us** of any circumstances which at the time of such request could reasonably be expected to cause a claim under this insurance.

PRE-EXISTING MEDICAL CONDITIONS

You will not be covered under this policy for any medical condition, if at the time of taking out this insurance, as far as the persons insured are aware, **You** or any person on whom this insurance may depend, including any person not travelling (see also **Material Facts** below):

- i. has any medical condition or on-going medical condition for which treatment has been received, taken/are taking medication or have visited/been referred to a specialist or have been a hospital in-patient during the 2 years period immediately preceding the date of issue of this insurance, or
- ii. is on a hospital waiting list for treatment, or where a terminal prognosis has been given, or
- iii. is awaiting investigation, results of tests or investigation or diagnosis for a medical condition, or
- iv. is travelling against the advice of a medical practitioner or in order to get treatment, or
- v. is currently suffering or have previously suffered from any of the following medical conditions :
Heart related condition, Hypertension, Arterial Disease, Kidney Disease, Malignant Diseases (Cancer), Lung and/or Respiratory Disease (including Asthma where in-patient hospital treatment has been received), or had a Stroke
- vi. has been diagnosed as suffering from any form of psychological or psychiatric disorder, eating disorder, mental instability, anxiety, stress or depression before applying for insurance.

If **You** have answered 'Yes' to any of the above questions **We** may be able to offer some cover and may be able to cover **Your** health condition, although an increased premium may be required.

Material facts – anything concerning the health of a **Relative** or **Close Business Associate** who is not insured on this policy but may make it necessary for **You** to cancel or **Curtail** must be advised to the Referral Helpline as soon as possible so **We** can advise **You** if **We** are able to insure the additional risk and any terms **We** may require.

To enable **Us** to consider **Your** health condition or that of a **Relative** or **Close Business Associate** please contact the Referral Helpline quoting **Real Gap** on **UK (0)845 1300 198**. All calls will be treated in the strictest confidence.

Cover for these conditions will only be provided following **Our** acceptance in writing. Unless reported and agreed by the Referral Helpline in writing the above conditions will be excluded and **Your** failure to disclose any **Material Facts** may mean that **Your** policy will not cover **You** and it may invalidate it altogether.

You need to keep copies of all letters **We** send **You** for future reference.

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

Should **We** require any additional premium, and **You** accept **Our** offer, this should be paid to Fogg Travel either by credit card or cheque, made payable to Fogg Travel, and sent within **14** days of receipt. Should **You** decide not to pay the additional premium the declared health condition will not be covered. Full confirmation of **Our** terms and conditions will be sent out to **Your** address after **Your** call. Any additional health conditions not declared to **Us** will not be covered.

PLEASE NOTE. **You** are responsible for all costs incurred in reporting **Your** medical condition to **Us**.

24 HOUR MEDICAL EMERGENCY SERVICE

FOGG ASSIST provides immediate help in the event of **Your** illness or injury arising outside **Your Home Country** - they provide a 24 HOUR multi-lingual emergency service 365 days a year and can be contacted by telephone.

If **You** are admitted to a hospital or clinic as an in-patient or repatriation is necessary or where costs are likely to exceed £500 because of any illness or injury **Our 24 Hour Emergency Medical Service** must be notified as soon as it is practical to do so, and at the latest within **48** hours.

Repatriation to **Your Home** will be arranged when this is considered to be medically necessary in the opinion of the doctor in attendance and **Our** medical advisers.

Contact the 24 hour emergency medical assistance service:

FOGG ASSIST Tel (44) (0)845 658 9899

You should advise them that **you** are insured under the scheme **Real Gap** through ETI and have the following information ready to advise:

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

When **You** call upon the services of **Fogg Assist** it is a condition of the service that **Fogg Assist** shall solely be responsible for all decisions on the most suitable and reasonable solution to any medical problem. The service includes, where necessary:

1. Multi-lingual assistance with hospitals and doctors
2. Repatriation arrangements and necessary escorts by a medical attendant
3. Travel arrangements for other members of **Your** party or next-of-kin
4. On arrival in **Your Home Country**, an ambulance service to hospital or **Home**.

NOTE TO TREATING DOCTOR **Fogg Assist** must be contacted prior to treatment with full medical details. Failure to do this will mean medical expenses incurred cannot be guaranteed.

In the event of **Your** injury or illness, **We** reserve the right to:

- i. move **You** from one hospital to another; and
- ii. arrange for **Your** repatriation to **Your Home**

at any time during the journey or **Trip** in order to minimise the loss. **We** will do this if in the opinion of the doctor in attendance and **Our** medical advisers, **You** can safely be moved and/or can safely travel **Home** to continue treatment.

WHAT TO DO IF YOU WISH TO MAKE A CLAIM

If **You** require a claim form (other than for Legal Expenses) please visit www.foggtravelinsurance.com

and click on **claim forms** – **You** can complete or print the relevant claim form online (once completed and claim number issued by **Us** a copy will be emailed to **You**) or alternatively if **You** do not have access to the Internet **You** can email to claims@foggtravelinsurance.com or contact:

Fogg Travel Insurance Services Limited

Crow Hill Drive, Mansfield, Notts. NG19 7AE on telephone : **01623 631331** in all circumstances **You** should quote **Real Gap**, advising the section under which **You** wish to claim.

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

For **Legal Expenses** claims or enquiries **You** must notify within **180** days of the event giving rise to **Your** claim to:-

DAS Legal Expenses Insurance Company Limited,
DAS House, Quay Side, Temple Back, BS1 6NH Tel **0117 934 2111**

DEFINITION OF WORDS

The following words or expressions carry the meaning shown below whenever they appear in bold print within the wording of the policy.

ACCIDENT External, violent and visible event resulting in injury to **You** or damage to **Your** property.

ADVANCE BOOKING Any booking made at least 24 hours prior to the scheduled departure time shown in **Your** ticket or booking confirmation invoice.

CLOSE BUSINESS ASSOCIATE **Your** associate in the same employment as **You** whose absence from work necessitates **You** having to cancel or **Curtail Your Trip** as certified by **Your** Senior Director or Partner.

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.

CURTAIL/CURTAILMENT means abandonment of the planned **Trip** by return to **Your Home Country** after commencement of the **Outward Journey** or where **You** have been confined to hospital for the rest of **Your Trip** because of injury or illness. The amount payable will be the unused proportion of **Your** irrecoverable pre-paid charges calculated from the date of **Your** return to **Your Home Country**. All **Curtailment** claims will need authorisation from **Fogg Assist** or **Us** in advance.

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.

EXCESS The amount of money **You** will have to pay to contribute towards the cost of each claim under the policy, after the application of the policy limits.

GEOGRAPHICAL AREA The area or country to which **You** are booked to travel and for which the appropriate premium has been paid, and will involve **Your** return to **Your Home Country** within the booked **Trip** period.

HAZARDOUS ACTIVITY means (but is not a comprehensive list) mountaineering, rock climbing ordinarily necessitating the use of ropes or guides, parachuting under Gap cover, gliding under Gap cover, martial arts and martial arts training under Gap cover, sky diving under Gap cover, sky surfing, scuba diving below 30 metres, cave diving, canoeing and/or kayaking grade 4 and above under Gap cover, black water rafting, white water rafting grade 5 and above under Gap cover, cave tubing, hydrospeeding, sailing outside coastal waters (more than 12 miles from the coastline), trekking over 6,000 metres above sea level, overland expeditions, engaging in or practising for speed or time trials, sprints or racing of any kind, winter sports of any kind, including ski doos or snow mobiling, or use of dry slopes, professional sports, or any other activity which may be considered dangerous or requires skill and involves increased risk of injury except for the activities stated under **Sporting Activity**.

If **You** are taking part in any activity not listed please contact us to ensure **You** are covered or to see if **We** can provide cover.

SPORTING ACTIVITY COVER means in respect of each Insured Person, the following activities (but is not a comprehensive list) are covered during the Period of Insurance on a non professional (amateur) and recreational basis only, and where necessary you must ensure adequately supervised and appropriate safety equipment and/or clothing are worn at all times:

Gap and Explorer cover - Abseiling (adequately supervised Excludes Personal Accident Cover), Activity Centre Holidays (adequately supervised), Aerobics, Angling, Archery (Excludes Personal Liability Cover), Athletics, Badminton, Banana Boating (licensed organiser, Excludes Personal Accident and Personal liability cover), Baseball, Basketball, Beach Games, BMX Biking (no stunting or racing, Excludes Personal Accident and Personal Liability cover), Bowls, Bungee Jumping (no personal accident cover), Camping, Canoeing (up to grade 3, no open water/sea or slalom), Casual work including **Manual Labour** (Excludes Personal Accident and Personal Liability cover), Clay pigeon shooting (Excludes Personal Liability Cover), Climbing wall (adequately supervised), Cricket (amateur, includes including indoor cricket), Curling, Cycling (including mountain biking on mountain paths and roads, appropriate safety equipment/headgear to be worn, no competitions, no extreme mountain biking, no racing (Excludes Personal Liability cover), Cycle Touring (Excludes Personal Liability Cover), Dance (amateur only), Darts, Deep sea fishing (inside coastal waters within 12 miles of coastline, not commercial or competition), Dinghy Sailing, Elephant Trekking, Farm Holidays, Fell walking, Fencing, Fishing (angling), Fitness training, Football (amateur only and not main purpose of **Trip**, Excludes Personal Accident and Personal Liability cover), Frisbee, Go carting (Excludes Personal Liability cover) Golf (Excludes Personal Liability Cover), Hiking and/or Trekking up to 2,500 metres, Hill walking, Hockey (field only), Horse riding and or trekking (protective head gear to be worn, excluding jumping trials, jumping, hunting, and competitive riding), Hot air ballooning (as a passenger only, and only as day excursion), Ice skating, Jet skiing (no personal liability cover), Jogging, Kayaking (up to grade 3),

Gap and Explorer cover continued - Lacrosse, Keep fit training, Kite flying (traditional), Marathon running (amateur), Netball, Orienteering, Quad biking (Excludes Personal Accident and Personal Liability cover), Paint balling, Parapending (behind motorised vehicle, Excludes Personal Accident and Personal Liability cover), Parascending over water (licensed organiser), Passenger light aircraft/helicopter (passenger only, licensed passenger carrier), Pony trekking, Power boating (passenger only, Excludes Personal Accident cover), Racquet ball, Rambling, Road running, Roller blading, Roller skating, Rounders, Rowing, Running (amateur), Safaris in motor vehicles or on foot organised tour only (no guns), Sail boarding (Excludes Personal Liability cover), Sailing (inshore/ coastal waters – within 12 miles of coastline, Excludes Personal Liability cover), Scuba diving to 30 metres (PADI qualified or diving with qualified instructor, no solo diving), Skateboarding, Skating, Snooker, Snorkelling, Squash, Surfing, Table tennis, Ten pin bowling, Tennis, Trekking and/or Hiking up to 2,500 metres, Trampoline, Tug of war, Volleyball (beach), Wake boarding (excluding jumping, competitions, Excludes personal liability cover), Walking, Water polo, Water skiing (excluding jumping, competitions, Excludes Personal Liability cover), Weight training, White water rafting (up to grade 3), Windsurfing (within 12 miles of coastline), Yachting (inshore / coastal waters - within 12 mile of coastline, Excludes Personal Liability cover), Zip climbing (Excludes Personal Liability cover), Zip wiring (Excludes Personal Liability cover).

Additional Sporting Activity cover for Explorer

Gliding (Excludes Personal Liability and Personal Accident cover).
Martial Arts and Martial Arts training (Excludes Personal Liability and Personal Accident cover).
Parachuting (Excludes Personal Liability and Personal Accident cover).
Sky diving (Excludes Personal Liability and Personal Accident cover).
Trekking and/or Hiking up to 6,000 metres (Excludes Personal Liability and Personal Accident cover over 2,500 metres).
White water rafting/kayaking/canoeing (Excludes Personal Liability and Personal Accident cover over grade 3).

Adventure - Sporting Activity cover means in respect of each Insured Person, the following activities (but is not a comprehensive list) are covered during the Period of Insurance on a non professional (amateur) and recreational basis only, and where necessary you must ensure adequately supervised and appropriate safety equipment and/or clothing are worn at all times:

Abseiling (adequately supervised), Activity Centre Holidays (adequately supervised), Aerobics, Angling, Archery, Athletics, Badminton, Banana Boating (licensed organiser, Baseball, Basketball, Beach Games, BMX Biking (no stunting or racing), Bowls, Bungee Jumping, Camping, Canoeing (up to grade 3, no open water/sea or slalom), Casual work including **Manual Labour**, Clay pigeon shooting, Climbing wall (adequately supervised), Cricket (amateur, includes including indoor cricket), Curling, Cycling (including mountain biking on mountain paths and roads, appropriate safety equipment/headgear to be worn, no competitions, no extreme mountain biking, no racing), Cycle Touring, Dance (amateur only), Darts, Deep sea fishing (inside coastal waters within 12 miles of coastline, not commercial or competition), Dinghy Sailing, Elephant Trekking, Farm Holidays, Fell walking, Fencing, Fishing (angling), Fitness training, Football (amateur only and not main purpose of **Trip**), Frisbee, Gliding, Go carting (Excludes Personal Liability cover) Golf, Hiking and/or Trekking up to 2,500 metres, Hill walking, Hockey (field only), Horse riding and or trekking (protective head gear to be worn, excluding jumping trials, jumping, hunting, and competitive riding), Hot air ballooning (as a passenger only, and only as day excursion), Ice skating, Jet skiing (no personal liability cover), Jogging, Kayaking (up to grade 3), Lacrosse, Keep fit training, Kite flying (traditional), Marathon running (amateur), Martial Arts and Martial Arts training, Netball, Orienteering, Quad biking (Excludes Personal Liability cover), Paint balling, Parachuting, Parapending (behind motorised vehicle), Parascending over water (licensed organiser), Passenger light aircraft/helicopter (passenger only, licensed passenger carrier), Pony trekking, Power boating (passenger only), Racquet ball, Rambling, Road running, Roller blading, Roller skating, Rounders, Rowing, Running (amateur), Safaris in motor vehicles or on foot organised tour only (no guns), Sail boarding, Sailing (inshore/ coastal waters – within 12 miles of coastline), Scuba diving to 30 metres (PADI qualified or diving with qualified instructor, no solo diving), Skateboarding, Skating, Sky diving, Snooker, Snorkelling, Squash, Surfing, Table tennis, Ten pin bowling, Tennis, Trekking and/or Hiking up to 6,000 metres, Trampoline, Tug of war, Volleyball (beach), Wake boarding (excluding jumping, competitions), Walking, Water polo, Water skiing (excluding jumping, competitions), Weight training, White water rafting/kayaking/canoeing, Windsurfing (within 12 miles of coastline), Yachting (inshore / coastal waters - within 12 mile of coastline), Zip climbing, Zip wiring.

No cover applies in respect of Section G – Personal Liability where **You** are using any mechanical equipment

If **You** are taking part in any activity not listed please contact us to ensure **You** are covered or to see if **We** can provide cover.

HOME - means **Your** normal place of residence in **Your Home Country**.

HOME COUNTRY – means both the country **You** live in within **Your** normal Country of residence within the European Union

INSURED INCIDENT DAS will negotiate for an **Insured Person's** legal rights in a claim against a party who causes the death of, or bodily injury to, the **Insured Person**.

LEGAL EXPENSES INSURER means DAS Legal Expenses Insurance Company Limited.

MANUAL LABOUR – means work involving the lifting or carrying of heavy items, work at a higher level than two storeys or any form of work underground.

MATERIAL FACT – a piece of important information that would increase the likelihood of a claim under **Your** policy.

MAXIMUM LIMIT means the amount shown in the **Summary of Cover** for the Policy Type shown on **Your** Invoice.

OUTWARD JOURNEY The initial journey by coach, train, aircraft or watercraft undertaken in conjunction with the **Trip** in respect of the **Outward Journey** from **Your Home** in **Your Home Country**.

PAIR OR SET - means two or more items of **Personal Baggage** that are complementary or used or worn together.

PERIOD OF INSURANCE Cancellation cover commences from the date the **Trip** booking was made and after the policy was issued and expires upon commencement of the **Outward Journey** other than as provided for under Section D1(ii) Cancellation Compensation.
The remaining covers commences at the beginning of the direct **Outward Journey** as shown on **Your** booking confirmation invoice and end upon completion of the direct **Return Journey** but in any event not exceeding the period of cover for which the premium has been paid.

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

PERSONAL BAGGAGE – **Your** suitcases (or similar luggage carriers), and their contents usually taken on a trip, together with articles worn or carried by **you** for **your** individual use during **your** trip.

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

PUBLIC TRANSPORT – means any fare paying passenger on the following regular scheduled forms of transport: Train, Coach, Taxi, Bus, Aircraft and Sea Vessel.

RELATIVE Mother, father, wife, husband, spouse or partner of over six months, partner of over six months, son, daughter, legally adopted son or daughter, step son or daughter, brother, sister, step brother, step sister, grandmother, grandfather, grandchild, parent-in-law, legal guardian or son or daughter-in-law or fiancé(e).

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.

RETURN JOURNEY The initial journey by coach, train, aircraft or watercraft undertaken in conjunction with the **Trip** in respect of the **Return Journey** to **Your Home** in **Your Home Country**.

TERRORIST ACTION The actual or threatened:

1. use of force or violence against persons or property, or
2. commission of an act dangerous to human life or property, or
3. 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:

- (a) the apparent intent or effect is to intimidate or coerce a government or business, or to disrupt any segment of the economy;
- (b) 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;
- (c) 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.

TRAVEL DOCUMENTS – means current passports, valid visas, pre-booked travel tickets on public transport, travel tickets for pre-booked excursions and trips, admission tickets, lift passes, student rail and/or coach cards, phone cards, green cards, European Health Insurance Card (EHIC) and reciprocal health form E112 all belonging to **You**.

TRIP - means a holiday or journey that begins when **You** leave **Home** and ends on **your** return to either (i) **Your Home**, or (ii) a hospital or nursing home in **Your Home Country** following **Your** repatriation, both during the **Period of Insurance**. Any subsequent holiday or journey that starts after **You** have returned **Home** or to a hospital or nursing home (as described above) is not covered.

UNATTENDED - means left away from **Your** person where **You** are unable to clearly see and are unable to get hold of **Your Personal Baggage**.

UNITED KINGDOM - means England, Wales, Scotland, Northern Ireland, the Channel Islands and the Isle of Man.

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

WE/OUR/US Europäische Reiseversicherung AG, Munich, Germany (ETI).

YOU/YOUR/INSURED PERSON Any person named in the schedule or all members of **Your** party if this policy is in respect of a group (provided a full list of insured is held by **Real Gap** prior to departure and declared to **Us**) who is eligible to be insured and for whom premium has been paid.

**GENERAL EXCLUSIONS
APPLICABLE TO THE WHOLE OF THIS INSURANCE POLICY**

We shall not be liable for any claim caused by:-

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. any **Pre-existing Medical Condition** or health condition that has been diagnosed, been in existence or for which you have received treatment from a hospital or specialist consultant during the last 2 years or for which You are awaiting or receiving treatment or under investigation unless We have agreed cover in writing and any additional premium has been paid.
3. if You have not complied with the **Pre-existing Medical Condition Section** of this policy unless We have agreed cover in writing and any additional premium has been paid.
4. any payments made or charges levied after the date of diagnosis of any change in Your health or medication after the policy was bought unless this has been advised to Us and any revised terms or conditions have been confirmed in writing.
5. cancellation or **Curtailed** of Your Trip due to a health condition of a person travelling You with and included on Your booking or of a **Relative or Close Business Associate** not travelling with You, where the risk attaching to that health condition has not been accepted by Us in writing.
6. any claim arising from a **Material Fact** known by You at the time of buying this policy or which occurs between booking and travel unless it has been disclosed to Us and We have agreed in writing any terms applicable.
7. loss of any kind unless specified in the policy.
8. damage to, or loss or destruction of any property or any loss or expense whatsoever arising from, or any loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to, by or arising from:-
 - (a) ionising radiation 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.
9. loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
10. claims arising from flying or aerial activity of any kind (other than as a fare paying passenger in a fully licensed passenger carrying aircraft).
11. claims arising directly or indirectly from Your wilful, malicious or unlawful act.
12. any claim or expense arising directly or indirectly from the failure of any computer equipment, integrated circuits, computer chips or computer software to correctly recognise the change to any date change.
13. You travelling against the advice or recommendations published by the Foreign and Commonwealth Office and applicable at the time of Your departure.
14. air travel within 24 hours of scuba diving.
15. any loss due to currency exchanges of any and every description.
16. any event that is due to You participating in a **Hazardous Activity** unless you are participating in an activity listed under the **Sporting Activity Cover** definition or the activity has been agreed by Us and/or an additional premium has been paid and the policy endorsed.
17. Your carriers refusal to allow You to travel for whatever reason.
18. You if You are aged 66 years or over (unless agreed otherwise by Us and the appropriate premium paid) at the date of departure in respect of the Explorer or Adventure cover.
19. You if You are aged 35 years or over (unless agreed otherwise by Us and the appropriate premium paid) at the date of departure in respect of the Gap cover.

**CONDITIONS APPLICABLE
TO THE WHOLE OF THIS INSURANCE POLICY**

1. YOUR DUTY

- (a) You are not aware of any circumstances known at the time You purchase this insurance which are likely to cause Cancellation or **Curtailed** of Your Trip. This includes any existing illness or injury of any **Relative** which if this illness or injury continued or deteriorated would mean You would have to cancel or **Curtailed** Your Trip.
- (b) You must tell Us all **Material Facts** which are likely to influence Us in the assessment or acceptance of Your insurance. If You have any doubt about what You need to tell Us please contact the intermediary who arranged this insurance for You or Us.
- (c) You must at all times act in a reasonable manner to prevent or minimise a claim.
- (d) You must check with Your doctor on the advisability of making the Trip if You have any existing medical condition, taking into account Your chosen destination, the climatic conditions, the stability of Your condition, the effect of any additional drugs or vaccines necessary and the standard of the medical services available. Cover will not be given if travel is against the advice of Your doctor.
- (e) You are not travelling specifically to receive medical treatment during Your Trip or in the knowledge that You are likely to need treatment.
- (f) not requiring insurance for any health condition where a terminal prognosis has been given by a registered doctor before buying this policy.
- (g) not requiring insurance for any health condition that is being investigated or for which You are awaiting or receiving treatment in hospital at the time of buying this policy.
- (h) obtaining any recommended vaccines, inoculations or medications prior to Your Trip.

2. **CHANGE IN RISK** You will immediately advise Us of any changed circumstance which become apparent after the date of issue of this insurance and before the commencement of the Trip which You could reasonably foresee as likely to give rise to a claim under this insurance. We reserve the right to alter the terms of this insurance in the light of such changed circumstances. We will, subject to the terms, conditions and exclusions of this insurance, indemnify You under **Section A** in respect of holiday deposits or charges which You have necessarily incurred up to the date of advice to Us of such changed circumstances.

3. CLAIMS - YOUR DUTIES

- (a) You will advise Us of any occurrence which may give rise to a claim under this insurance in writing as soon as is reasonably possible after the date of such occurrence and shall supply to Us all such accounts and other documents as We may reasonably require.
- (b) You will give Us notice in writing immediately You or Your legal representatives have knowledge of any impending prosecution, inquest or fatal inquiry in connection with any occurrence for which there may be liability under **Section I** of this policy.
- (c) You must inform the Police of all loss or theft of property within 24 hours of discovery and obtain a copy of the Police report in support of any claim under **Sections E and F** of this policy.
- (d) if **Personal Baggage** is lost or damaged whilst in the custody of a Carrier (i.e. Airline, Railway, Shipping Company, Bus Company, etc.), You must notify such Carrier immediately and obtain a copy of their report and retain Your tickets and luggage tags.
- (e) You will provide full details of any House Contents and All Risks insurance policies You may have.
- (f) You will comply with the carrier's conditions of carriage.
- (g) You will not abandon any property to Us or Fogg Travel.
- (h) You will produce Your Schedule confirming you are insured before a claim is admitted.
- (i) You will provide all necessary information and assistance we may require at your own expense (including where necessary medical certification and details of your National Health number or equivalent and Private Medical Insurance).
- (j) not admitting liability for any event or offering to make any payment without our prior written consent.

4. CLAIMS - OUR RIGHTS

- (a) no admission, offer, promise, payment or indemnity will be made or given by You or on Your behalf without Our written consent.
 - (b) We will be entitled to take over and conduct in Your name the defence or settlement of any claim or to prosecute in Your name to Our own benefit in respect of any claim for indemnity or damages or otherwise, and will have full discretion in the conduct of any proceedings or in the settlement of any claim, and You will give all such information and assistance as We may require.
 - (c) in case of illness or injury We may approach any doctor who may have treated You during the period of three years prior to the claim, and We may at Our own expense and upon reasonable notice to You or Your legal personal representative, arrange for You to be medically examined as often as required, or in the event of death have a post mortem examination of Your body.
 - (d) You will supply at Your expense a doctor's certificate in the form required by Us in support of any claim under **Sections A, B or C** of this policy.
 - (e) subrogate against the responsible party and take proceedings in Your name but at Our expense to recover for Our benefit the amount of any payment made under the policy.
 - (f) refuse to give You any refund of Your premium or transfer the premium, unless you cancel this insurance within 14 days of the date of purchase but before commencing any journey and provided that no claim has been made.
5. **FRAUD** If any person makes any misrepresentation or concealment in obtaining this insurance or in support of any claim this insurance will be void.
 6. **OTHER INSURANCES** Under **Sections A, B, D, E, F, G, H and J** We will not be liable in respect of any one claim where the event leading to the claim is insured by any other existing policy or policies, except in respect of any amount beyond that which is payable under such other policy or policies.
 7. **ARBITRATION** If any difference shall arise as to the amount to be paid under **Sections A, B, D or E** of this policy (liability otherwise being admitted), such difference shall be referred to arbitration under the Arbitration Acts for the time being in force. The making of an Award in such a case shall be a condition precedent to any right of action against Us.
 8. **PRECEDENTS TO LIABILITY** The due observance and fulfilment of the terms, provisions, conditions and endorsements of this insurance in so far as they relate to anything to be done or complied with by You will be a condition precedent to Our liability to make any payment.
 9. **JURISDICTION** The parties are free to choose the Law applicable to this Insurance Contract. Unless specifically agreed to the contrary, this insurance will be subject to English Law.

SECTION A - CANCELLATION OR CURTAILMENT

What is covered:-

1. We will indemnify You against any non-refundable travel or accommodation deposits or other pre-paid charges including Your deposit and any outstanding payments (including that of pre-paid excursions, admission tickets, lift pass costs) remaining on Your Trip which You have paid or contracted to pay before the Trip departure date, and cannot recover in respect of any part of the holiday which You are necessarily required to cancel or **Curtailed** up to the **Maximum Limit** less Insurance Premiums as the direct result of one of the following changes in circumstances which is beyond Your control, and of which You were unaware at the time You booked the Trip or purchased insurance (whichever the later):-
 - i. Your unforeseen accidental bodily injury or illness or death, or that of a **Relative** or friend with whom You have arranged to travel or stay, or of Your **Relative** or a **Close Business Associate**
 - ii. You or any person with whom You have arranged to travel or stay being subject to compulsory quarantine or being summoned for Jury Service or as a witness in a Court of Law during the period of the Trip
 - iii. Your redundancy (qualifying You to claim for payment under current Redundancy Payment Legislation) or that of any person with whom You intend to travel, and shall include Your parent(s) if You are travelling with a group and are in full time education, provided that such notice of redundancy is advised to Us within 14 days of its announcement providing the impending redundancy was not known at the time this policy was issued

SECTION B – EMERGENCY MEDICAL EXPENSES

What is covered:

If **You** sustain bodily injury or suffer illness outside **Your Home Country** **We** will indemnify **You** up to the amount of the **Maximum Limit** against the following expenses which **You** necessarily incur outside **Your Home Country**:-

1. Emergency medical expenses including hospital charges, in-patient treatment authorised by **Us**, and ambulance charges for conveyance to hospital.
2. Emergency dental treatment is included up to the **Maximum Limit** only for the alleviation of sudden pain, and does not apply to the provision of dentures, artificial teeth or work involving the use of precious material.
3. Reasonable additional travelling expenses in returning to **Your Home** in **Your Home Country** and reasonable additional accommodation expenses beyond the number of days booked including in the event of serious injury or illness for which a claim is admissible under (1):
 - i. such expenses of one **Relative** or friend required on medical advice and authorised by **Us** or **Our 24 Hour Medical Emergency Service** to remain with or to travel to **You**, and
 - ii. the expenses of a qualified medical attendant required on medical advice to escort **You Home**.
4. Cost of returning **Your** body or ashes to **Your Home** in **Your Home Country** or burial abroad in the country where death occurs up to **£2,000**.

Search and Rescue

5. **We** will pay up to the **Maximum Limit** towards the costs incurred by official bodies, civil and police rescue teams involved in searching for **You** or rescuing or recovering **You** if **You** are reported as missing or have suffered a fatal **Accident**.

In the event of a claim You or Your representative must produce a statement from the official authorities proving the necessity of this search and/or rescue operation. We reserve the right to refuse any claim where this report has not been produced.

What is not covered:

1. Expenses which **You** incur in **Your Home Country**.
2. Any in-patient or additional travel expenses not specifically authorised by **Us** or **Our 24 Hour Medical Emergency Service**.
3. Any claims that are not confirmed as medically necessary by the attending doctor or the **24 Hour Medical Emergency Service**.
4. Any expense which **You** incur more than twelve months after the occurrence of the injury or illness to which the claim refers.
5. Any expense which is not usual, reasonable or customary for the medical services to supply or arising from the use of alternative or complementary medicines.
6. Any expense for non-essential or on going treatment or where treatment can be reasonably delayed until **Your** return to **Your Home Country** or for any form of cardiac or organ transplant surgery or any form of cosmetic surgery unless authorised by **Us** in advance of being performed or for the cost of a single bed/ward unless authorised by the **24 Hour Medical Emergency Service** detailed below for medical reasons only or for the service of a chiropractor, chiropodist or osteopath or for non-medical costs.
7. The cost of replenishing supplies of any medication **You** were using at the start of the **Trip**, or further treatment for any condition **You** had at the start of **Your Trip**.
8. The cost of taxi fares for anyone other than the patient, telephone calls, faxes or any expenses for food or drink.
9. Repairs to or for the provision of dentures, artificial limbs or hearing aids.
10. Optical prescriptions.
11. Any dental work involving the use of precious metals.
12. Any costs for treatment, including exploratory tests, that has no relationship with the illness or injury on which the claim is being made.
13. **Your** burial or cremation in **Your Home Country**.
14. No payment will be made without appropriate medical certification.
15. No more than **£250** in respect of physiotherapy costs or fees.
16. Any search and rescue not supported by a written statement from the appropriate authority involved in the search and rescue of **You**.
17. Any **Excess** shown in the Summary of Cover.
18. Any claims arising from:
 - a. **Your** intentional self-injury, suicide or attempted suicide or wilful exposure to needless risk (except in the attempt to save a human life).
 - b. the influence of intoxicating liquor or of a drug or drugs (unless prescribed by a Registered Medical Practitioner) or substance or solvent abuse, venereal disease
 - c. psychological or psychiatric disorder, eating disorder, mental instability, anxiety, stress or depression diagnosed before you apply for insurance.
 - d. i. driving or being a passenger of a motor cycle, motor scooter or mechanically assisted cycle exceeding **125cc** in engine capacity during the period of the **Trip** and/or
 - ii. **You** not wearing a crash helmet whilst driving or being a passenger of a motor cycle, motor scooter or mechanically assisted cycle of more than **50cc** but not exceeding **125cc** and/or
 - iii. motorcycling as either driver or a passenger unless the person driving holds a current valid full motorcycle license permitting them to drive such motorcycle, motor scooter or mechanically assisted cycle.
 - e. **You** travelling in an aircraft (other than as a passenger in a fully licensed passenger carrying aircraft and for no other purpose).
 - f. **You** travelling in an aircraft (other than as a passenger in a fully licensed passenger carrying aircraft and for no other purpose).
 - g. **Your** normal pregnancy, without any accompanying bodily injury, illness, disease or complication except where specifically covered under the Cancellation or Curtailment section of this policy. This section provides cover for unforeseen events, accidents, illnesses, diseases and normal childbirth would not constitute an unforeseen event except as specifically described.

WHAT TO DO IN THE EVENT OF A SERIOUS MEDICAL EMERGENCY

YOU WILL FIND ON THE FRONT OF THIS POLICY FULL DETAILS OF YOUR 24 HOUR MEDICAL EMERGENCY SERVICE. IN THE EVENT OF A SERIOUS MEDICAL SITUATION WHILST ON HOLIDAY YOU MUST PHONE THE 24 HOUR SERVICE ON THE TELEPHONE NUMBERS PROVIDED.

- iv. **Your** private dwelling becoming uninhabitable following fire, storm or flood, or **Your** presence being required by the Police following burglary at such private dwelling occurring at any time after **We** have accepted this insurance
- v. cancellation of scheduled **Public Transport** consequent upon hi-jack occurring during the **Period of Insurance**
- vi. hijack of the aircraft **You** are or should be travelling on
- vii. **You** have to re-sit a University or College exam as part of a full time course of study, providing **Your** travel arrangements and this policy was arranged prior to the date of the sitting of the exam which **You** had failed.
- viii. reasonable additional travelling expenses incurred by **You** in returning to **Your Home** in **Your Home Country** or to continue **Your Trip**, and shall include where such return is urgently necessitated by the death serious illness or severe injury of **Your Relative** or a **Close Business Associate** where such **Relative** or **Close Business Associate** is resident in **Your Home Country**
- ix. the **Trip** being interrupted because **You** have been confined to hospital for the rest of **Your Trip** because of injury or illness

PROVIDED THAT: If a **Trip** is curtailed through **Your** accident or illness, a doctor at the resort or the nearest town must confirm that such **Curtailment** is necessary. All **Curtailment** claims must be authorised in advance by the **24 Hour Medical Emergency Service** detailed under **Section B** or by **Us**.

IMPORTANT

We will only pay for the unused proportion of travel or accommodation deposits or charges which **You** have paid or contracted to pay and cannot recover in respect of any part of the holiday which **You** are necessarily required to **Curtail** and includes any reasonable additional travel and accommodation expenses that you have paid or agreed to pay to get **You Home**. Any additional costs must be agreed by Fogg Travel.

You must notify the Tour Operator immediately **You** know the **Trip** is to be cancelled, to minimise the loss as far as possible.

What is not covered:

1. Any expense following **Your** disinclination to travel or to continue with **Your Trip** or loss of enjoyment of **Your** holiday.
2. Any expense arising from circumstances which could reasonably have been anticipated at the time **You** booked **Your** holiday.
3. Any costs in respect of any unused pre-paid travel costs when **We** have paid to repatriate **You** under **Section B - Emergency Medical Expenses** section.
4. Any expense or part expense made using frequent flyer vouchers, Air Miles vouchers or other vouchers that have no financial face value.
5. Any expense where **you** have not suffered any financial loss.
6. Any psychological or psychiatric disorder, eating disorder, mental instability, anxiety, stress or depression diagnosed before you apply for insurance
7. i. **Your** failure to obtain the required passport, visa or ESTA
- ii. the operation of law
- iii. the failure of any transport or accommodation provider, their agent or anybody who is acting as **Your** agent or **Your** conference organiser
- iv. breakdown or theft of **Your** motor vehicle
- v. financial circumstances or unemployment except when it is due to Redundancy that **You** received after obtaining this Insurance
- vi. the cancellation of **Your Trip** by the tour operator.
- vii. weather conditions
- viii. death of any pets or animals
- ix. accident or mechanical failure of **Your** motor vehicle prior to **Your** departure
- x. **Your** abuse or prior abuse of solvents, drugs or alcohol
- xi. any cancellation or **Curtailment** caused by work commitment or amendment of **Your** holiday entitlement by **Your** employer.
8. No payment will be made without appropriate medical certification.
9. The cost of the Insurance Premium.
10. Any extra costs incurred as a result of **You** not telling the tour operator as soon as **You** know **You** have to cancel **Your Trip**.
11. Any **Excess** shown in the Summary of Cover.
12. Claims arising from:
 - a. **Your** intentional self-injury, suicide or attempted suicide or wilful exposure to needless risk (except in the attempt to save a human life)
 - b. the influence of intoxicating liquor or of a drug or drugs (unless prescribed by a Registered Medical Practitioner) or substance or solvent abuse, venereal disease
 - c. i. driving or being a passenger of a motor cycle, motor scooter or mechanically assisted cycle exceeding **125cc** in engine capacity during the period of the **Trip** and/or
 - ii. **You** not wearing a crash helmet whilst driving or being a passenger of a motor cycle, motor scooter or mechanically assisted cycle of more than **50cc** but not exceeding **125cc** and/or
 - iii. motorcycling as either driver or a passenger unless the person driving holds a current valid full motorcycle license permitting them to drive such motorcycle, motor scooter or mechanically assisted cycle.
 - d. **You** travelling in an aircraft (other than as a passenger in a fully licensed passenger carrying aircraft and for no other purpose)
 - e. **Your** normal pregnancy, without any accompanying bodily injury, illness, disease or complication except where specifically covered under the Cancellation or Curtailment section of this policy. This section provides cover for unforeseen events, accidents, illnesses, diseases and normal childbirth would not constitute an unforeseen event except as specifically described
 - f. cancellation of leave or posting of British Armed Forces, Police or Government Security Personnel.

What you need to do if you wish to make a claim:

1. notify the travel agent/tour operator **immediately**, by telephone and in writing, that **You** need to cancel and obtain a cancellation invoice.
2. obtain a claim form from Fogg Travel and If **You** cancel the **Trip** for medical reasons get **Your** registered doctor to complete the medical certificate attached to the claim form. If the **Trip** is cut short for medical reasons obtain a medical certificate from the treating Medical Practitioner in the locality where the incident occurred.
3. Obtain authorisation from the **24 hour Medical Emergency Service** or from **Us** before incurring any expenses in cutting short **Your Trip**.
4. Keep receipts or account for all expenses incurred.

What you need to do if you wish to make a claim:

1. for emergency medical assistance please see **24 hour Emergency Service** section.
2. for non-emergency cases, visits to doctors, hospital outpatients, or pharmacy costs **You** incur **You** must keep all receipts accounts and medical certificates.

SECTION C - PERSONAL ACCIDENT**What is covered:**

If **You** sustain bodily injury caused solely by accidental violent external and visible means, and such bodily injury solely and directly results within twelve months in **Your** Death or Permanent Total Disablement, **We** will pay to **You** or **Your** executors the **Maximum Limit**.

Provided such Death or Permanent Total Disablement occurring within **12** months of the event happening.

Specific Conditions

1. The maximum payable for combined permanent disabilities is the **Maximum Limit**.
2. For any insured person aged **15** years or less when the incident giving rise to a claim occurred each specified benefit is reduced by **50%**.

What is not covered:

1. No compensation will be payable:
 - a. any payment when **Your** age is **66** years in respect of the Explorer or Adventurer cover or **35** years in respect of the Gap cover or over at the time of the incident
 - b. without appropriate medical certification.
2. Claims arising from:
 - a. **Your** intentional self-injury, suicide or attempted suicide or wilful exposure to needless risk (except in the attempt to save a human life)
 - b. the influence of intoxicating liquor or of a drug or drugs (unless prescribed by a Registered Medical Practitioner) or substance or solvent abuse, venereal disease or sexually transmissible conditions
 - c. psychological or psychiatric disorder, eating disorder, mental instability, anxiety, stress or depression diagnosed before you apply for insurance
 - d. i. driving or being a passenger of a motor cycle, motor scooter or mechanically assisted cycle exceeding **125cc** in engine capacity during the period of the **Trip** and/or
 - ii **You** not wearing a crash helmet whilst driving or being a passenger of a motor cycle, motor scooter or mechanically assisted cycle of more than **50cc** but not exceeding **125cc** and/or
 - iii. motorcycling as either driver or a passenger unless the person driving holds a current valid full motorcycle license permitting them to drive such motorcycle, motor scooter or mechanically assisted cycle
 - e. **You** travelling in an aircraft (other than as a passenger in a fully licensed passenger carrying aircraft and for no other purpose)
 - f. any pre-existing medical condition.

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

What you need to do if you wish to make a claim:

Please write describing the circumstances of the accident and its consequences, and **You** will be advised what further documentation is required.

SECTION D - MISSED DEPARTURE**What is covered:****MISSED DEPARTURE**

We will indemnify **You** up to the **Maximum Limit** for additional reasonable accommodation and travel charges which **You** necessarily and reasonably incur in the purchase of a ticket for an alternative journey to reach **Your** booked destination if **You** miss **Your** booked scheduled departure due to **Your** late arrival at the departure airport, port or coach or rail terminal caused by accident or mechanical breakdown to the conveyance in which **You** are travelling or **Your Public Transport** is delayed or cancelled in the course of **Your** direct journey to the point of departure airport, port or coach or rail terminal.

PROVIDED THAT:

1. by the Tour Operator or Carrier, and obtain written confirmation of the delay from such Tour Operator or Carrier.
2. **You** must allow sufficient time for **Your** journey in order to meet the check-in time specified by the transport providers or agent.
3. **You** must produce independent evidence in writing to support any claim.

What is not covered:

1. Circumstances which could reasonably have been anticipated at the date insurance was effected.
2. Withdrawal from service (temporary or otherwise) of an aircraft or sea vessel or coach or train on the recommendation of the Civil Aviation Authority or a Port Authority or any similar body in any country.
3. any **Excess** shown in the Summary of Cover.
4. The cost of any accommodation, food, drink, telephone calls or faxes.
5. Any compensation when **Your** tour operator has rescheduled **Your** flight itinerary.
6. Any additional costs where the scheduled public transport operator has offered reasonable alternative travel arrangements.
7. Any missed departure claim that is a result of **Your** failure to allow sufficient time for **Your** journey to the international departure point to check-in by the time shown on **Your** travel itinerary.
8. Any missed departure claim arising from the failure of **Public Transport** services that is due to a strike or industrial action that started or that had been announced before the date of **Your** departure from **Home**.
9. Any claims arising from internal missed connection flights.
10. Any claim where **You** have not pre-booked, where **You** have a stand-by ticket and do not have confirmed space or that is due to the aircraft being overbooked.
11. Any claim that is due to the failure of any transport or accommodation provider, their agent or anybody who is acting as **Your** agent.
12. Any claim that is due to failure to service the vehicle in accordance with the manufacturers instructions.
13. Additional mechanical wear and tear or depreciation of the vehicle in which **You** are travelling or for mileage charges other than additional fuel and oil.

14. Any missed departure claim unless **You** have obtained written confirmation of the delay from the authority in attendance at the accident or breakdown affecting the vehicle in which **You** were travelling.

15. Any missed departure claim unless **You** have obtained written confirmation of the delay from the **Public Transport** provider confirming that the service did not run on time.

What you need to do if you wish to make a claim:

1. obtain written confirmation of the delay from the authority in attendance at the accident or breakdown affecting the vehicle in which **You** were travelling.
2. obtain written confirmation of the delay from the **Public Transport** provider confirming that the service did not run on time.

SECTION E - PERSONAL BAGGAGE**What is covered:**

We will indemnify **You** up to a total of the **Maximum Limit** for **Your Personal Baggage** to cover the cost of repair of items that are partially damaged or provide a replacement item up to the market value of the item, based on the original purchase price and allowing for age wear and tear, if the items are stolen, totally lost or destroyed during the **Period of Insurance**.

PROVIDED THAT:

1. **You** take all reasonable precautions for the safety of the property insured.
2. **You** must take all reasonable steps to recover any lost or stolen article.
3. **Our** liability in respect of **Valuables** is limited to a total amount of the **Maximum Limit**. A camera or camcorder with all accessories, a bracelet or necklace with any attachment and any similar **Pair or Set** of items will be considered as one article.
4. Any claims made in respect of temporary deprivation of **Personal Baggage** will be deducted from any subsequent claim where the property insured proves to be permanently lost. **You** must retain receipts for all replacement purchases and obtain written confirmation from the Carrier confirming the delay.
5. **You** must retain all hire receipts, tags and baggage labels and in the event of delay or misdirection in delivery of **Your Personal Baggage**, must obtain a Property Irregularity Report from **Your** airline or other carrier confirming the delay.

What is not covered:

1. More than the **Maximum Limit** for any one article, **Pair or Set** of any kind, whether they are solely or jointly owned.
2. More than the **Maximum Limit** in total for **Valuables** whether solely or jointly owned.
3. Loss or damage arising from wear and tear, depreciation or deterioration, dents or defacement, any process of cleaning, repairing or restoring, atmospheric or climatic conditions, moth or vermin, mechanical breakdown or derangement.
4. Loss, theft, damage or destruction to contact or corneal lenses, artificial limbs, dentures, hearing aids, samples or merchandise or property or equipment used in connection with a business or trade or profession, tobacco products, alcohol products, bonds, coupons, securities, stamps or documents of any kind, household goods or equipment, antiques, pictures, pedal cycles, musical instruments whilst in the custody of any person other than **You**, pictures, sports equipment whilst in use, tents, dinghies, boats and/or ancillary equipment including windsurfing equipment and sailboards, vehicles or accessories, caravans, caravan awnings, trailers, firearms or weapons of any description, glass, china or any other articles of a brittle or fragile nature (other than photographic or telescopic lenses) and any damage caused by them or their contents.
5. Loss, theft, damage or destruction to mobile telephones, Personal Digital Assistants (PDAs), Satellite Navigation systems (GPS) and/or accessories, SIM cards, mobile telephone prepayment cards, lost or stolen mobile telephone call charges or mobile telephone accessories.
6. Loss or damage to property shipped as freight or under a bill of lading.
7. Loss due to delay, detention, confiscation, requisition or damage by Customs or other Officials or Authorities.
8. Loss or theft unless **You** have reported the loss or theft to the nearest Police authority within **24** hours of discovery and **You** have obtained a written Police Report.
9. Loss, damage or theft of
 - i. **Valuables** from an **Unattended** vehicle or coach
 - ii. All other **Personal Baggage** insured from an **Unattended** motor vehicle unless the vehicle was securely closed and locked, and such property placed out of sight in the locked boot or in a locked compartment within the vehicle and the vehicle shows all signs of forced entry, but in any event excluding all property insured whilst left in an **Unattended** motor vehicle between **2000** hours and **0800** hours local time or
 - iii. All other **Personal Baggage** insured from an **Unattended** coach unless the coach was securely locked, and such property placed out of sight and the coach shows signs of forced entry.
10. Theft of **Personal Baggage** left **Unattended** other than as provided above or whilst in **Your** securely locked holiday accommodation.
11. **Valuables** whilst in a suitcase or holdall or bag or similar receptacle outside **Your** immediate control and/or when left unattended.
12. **Valuables** left **Unattended** except where they are locked in a safe or safety deposit box where these are available or left out of sight in **Your** locked personal holiday or **Trip** accommodation.
13. Claims will not be considered unless substantiated by an original sales receipt or original valuation for any item, **Pair or Set** exceeding **£50**. In respect of **Valuables** claims will not be considered unless an original sales receipt or pre-loss valuation is provided.
14. Any **Personal Baggage** left by **You** in the known custody of another person, unless that person is a travelling companion who has travelled with **You** since the beginning of **Your Trip**.
15. Any items entrusted to **You**.
16. Any **Excess** shown in the Summary of Cover (the **Excess** does not apply to temporary deprivation of **Personal Baggage**).
17. Loss of, or damage to, property that does not belong to **You** or any member of **Your** family.

What you need to do if you wish to make a claim:

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

SECTION F – PERSONAL MONEY**What is covered:**

- We** will indemnify **You** for an amount not exceeding the **Maximum Limit** in respect of accidental loss or theft of **Personal Money** whilst on **Your** person, or in a safety deposit box within a hotel or bank or in securely locked holiday accommodation.
- If **Your Travel Documents** are lost, or stolen outside **Your Home Country** during the **Period of Insurance We** will pay **You** up to the **Maximum Limit** for the theft of **Your Travel Documents** and reasonable additional travel and accommodation expenses **You** incur abroad to obtain replacement **Travel Documents**.

PROVIDED THAT:

- You** take all reasonable precautions for the safety of the property insured.
- You** must take all reasonable steps to recover any lost or stolen **Personal Money**.

What is not covered:

- more than the **Maximum Limit** in total in cash or currency, whether solely or jointly owned.
- any claim for loss or theft where **You** have not notified the Police, **Your** carrier or tour operator's representative and obtained a written report.
- loss or theft of **Personal Money** or **Travel Documents** that are not :
 - on **Your** person.
 - held in a safe or safety deposit box where one is available
 - left **out of sight** in **Your locked** personal **Trip** accommodation.
- loss or theft of **Personal Money** or **Travel Documents** due to depreciation in value, currency changes or shortage caused by any error or omission.
- loss or theft of travellers' cheques where the bank provides a replacement service.
- any financial loss suffered as a result of **Your** debit/credit card being lost or stolen.
- the cost of the replacement **Travel Documents**.
- your** failure to obtain the required passport, visa or ESTA.
- any expenses for food or drink following loss of **Your** Travel Documents.
- any costs following loss of **Your Travel Documents** incurred before departure or after **you** return home.
- loss due to delay, detention, confiscation, requisition or damage by Customs or other Officials or Authorities.
- Any **Excess** shown in the Summary of Cover.

What you need to do if you wish to make a claim:

- for all losses **you** should report to the Police as soon as possible, and within **24** hours of discovery, and obtain a written report and reference number from them. **You** should also report the loss to **your** tour operator's representative or hotel/apartment manager wherever appropriate.
- for lost or stolen **travel documents** **you** will also need to get a letter from the Consulate, airline or travel provider where **you** obtained a replacement and keep all the receipts for **your** travel and accommodation expenses.
- for loss of money **we** will require (a) confirmation from **your** UK currency exchange of the issue of foreign currency or travellers' cheques, (b) exchange confirmations for currency changed from travellers' cheques, or, (c) where sterling is involved, documentary evidence of possession.

SECTION G – PERSONAL LIABILITY**What is covered:**

We will indemnify **You** against all sums up to the amount of the **Maximum Limit** which **You** are legally liable in a personal capacity to pay in respect of accidents happening during the **Period of Insurance** resulting in:-

- Bodily Injury, death or disease to any person not being a relative of **Yours** or a member of **Your** household or in **Your** service.
- Damage to property not
 - belonging to **You** or
 - in the charge of or under the control of **You** or a relative of **Yours** or a member of **Your** household or of a person in **Your** service.

The indemnity provided by this Section extends to cover costs and expenses Recoverable by any claimant, provided they were incurred before the date (if any) on which **We** paid or offered to pay either the full amount of the claim or the total amount recoverable in respect of any one occurrence, and also to costs and expenses incurred by **You** with **Our** written consent.

In the event of **Your** death **Your** personal representative will receive the benefit of the cover granted by this Section.

What is not covered:**Claims arising:**

- directly or indirectly out of the ownership, possession or use (other than as a passenger having no right of control) of aircraft, model aircraft, caravans, trailers, watercraft (other than manually propelled craft), mechanically propelled or motorised vehicles and lifts.
- directly or indirectly out of the ownership, possession or use of animals or firearms.
- directly or indirectly out of or incidental to **Your** business, trade or profession or that of any member of **Your** family.
- out of actions between persons insured.
- directly or indirectly out of **Your** ownership of any land or buildings.
- out of any liability assumed under a contract unless such liability would have attached in any event in the absence of such contract.

- any liability for injury, illness or disease suffered by **You** or any member of **Your** family.
- Any **Excess** shown in the Summary of Cover.

What you need to do if you wish to make a claim:

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

SECTION H – LEGAL EXPENSES

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

What is covered:

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

- the **Date of Occurrence** of the **Insured Incident** is during the **Operative Time**; and
- any legal proceedings will be dealt with by a court, or other body which DAS agree to; and
- 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 the **Maximum Limit**.

What is not covered:

DAS shall not be liable for:

- A claim reported to DAS more than **180** days after the **Insured Person** should have known about the **Insured Incident**.
- An incident or matter arising before the start of this cover.
- Costs and Expenses** incurred before DAS's written acceptance of a claim.
- Any claim relating to any illness or bodily injury which happens gradually or is not caused by a specific or sudden accident.
- Defending an **Insured Person's** legal rights, but defending a counter-claim is covered.
- Fines, penalties, compensation or damages which an **Insured Person** is ordered to pay by a court or other authority.
- An **Insured Incident** intentionally brought about by an **Insured Person**.
- 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**.
- A claim relating to an **Insured Person's** alleged dishonesty or alleged violent behaviour.
- A claim relating to written or verbal remarks which damage an **Insured Person's** reputation.
- A dispute with DAS not otherwise dealt with under Condition 7.
- 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.
- 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 interest.
- An application for judicial review.
- Any **Costs and Expenses** that are incurred where the **Representative** handles the claim under a contingency fee agreement.
- A claim against Europäische Reiseversicherung AG, Munich, Germany, (ETI) or Fogg Assist or their agents.
- A claim against any insurance intermediary agent of Europäische Reiseversicherung AG, Munich, Germany, (ETI).
- A claim against **Real Gap** or any Tour Operator, Travel Agent or Carrier or any provider under a 'Tour Operator' package arrangement.
- A claim relating to Deep Vein Thrombosis or its symptoms that result from an **Insured Person** travelling by air.
- Any **Excess** shown in the Summary of Cover.

Specific Conditions:

- An **Insured Person** must:
 - try to prevent anything happening that may cause a claim;
 - take reasonable steps to keep any amount DAS have to pay as low as possible;
 - send everything DAS ask for, in writing;
 - give DAS full details in writing of any claim as soon as possible and give DAS any information DAS need.
- (a) DAS can take over and conduct in the name of an **Insured Person**:
 - any claim or legal proceedings at any time.
 - DAS can negotiate any claim on behalf of an **Insured Person**.
- (b) The **Insured Person** is free to choose a **Representative** (by sending DAS a suitably qualified person's name and address) if:
 - 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
 - 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** with good reason or if an **Insured Person** dismisses a **representative** without good reason, 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

In connection with a **Trip** DAS will give an **Insured Person** confidential legal advice over the phone on any personal legal problem, under the laws of the member countries of the European Union, 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 2000**.

COMPLAINTS PROCEDURE

Any enquiry or complaint **you** may have regarding **your** policy, or a claim notified under **your** policy, should be addressed to the appropriate company listed below. Please quote **Real Gap** and **Your** claim number to enable the enquiry to be dealt with speedily.

If **you** are not satisfied with the handling of a complaint, **you** should write to the following:-

FOR SECTIONS A to G

Step 1 Managing Director, Fogg Travel Insurance Services Limited, Crow Hill Drive, Mansfield, Nottinghamshire NG19 7AE

Telephone: 01623 631331 Fax: 01623 420450

Email: complaints@foggtravelinsurance.com

Step 2 if You are still not satisfied you should write to the Managing Director, ETI International Travel Protection, Albany House 14 Bishopric, Horsham, West Sussex RH12 1QN

FOR SECTION H – LEGAL EXPENSES

Managing Director, DAS Legal Expenses Insurance Company Limited
 DAS House, Quayside, Temple Back, Bristol, BS1 6NH

FOR ALL SECTIONS

If **your** complaint is not dealt with to **your** satisfaction by either of the Managing Directors as stated above, **you** have the right to refer any dispute to

The Financial Ombudsman Service,

South Quay Plaza, 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 ETI International Travel Protection or DAS Legal Expenses Insurance Company Limited for the relevant sections of the policy.

We are bound by the Financial Ombudsman's decision, but **You** are not. It does not prejudice **Your** legal rights.

Underwritten by ETI – International Travel Protection, the UK branch of Europäische Reiseversicherung AG, Munich, Germany. ETI is authorised and regulated by BAFIN (Bundesanstalt für Finanzdienstleistungsaufsicht, www.bafin.de) and approved by the Financial Services Authority (FSA, www.fsa.gov.uk) to undertake insurance business in the UK.

ETI is covered by the Financial Services Compensation Scheme (FSCS). This means that you may be entitled to compensation from the Scheme if we are unable to meet our financial obligations.

Full details are available from the FSCS. ETI is registered at Companies House FC 25660, BR 007939

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, Portsoken Street, London, E1 8BN Fax: 020 7892 7301 Website: <http://www.fscs.org.uk>



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

Real Gap Limited is an Appointed Representative of Fogg Travel Insurance Services Limited.