

# TRAVEL INSURANCE POLICY

This Certificate is for Residents of the  
United Kingdom, Channel Islands and the Republic of Ireland only  
and is valid for travel between

15th November 2011 and 31st May 2012

For clients of



Arranged by

## FOGG TRAVEL INSURANCE SERVICES LIMITED

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

Underwritten by TOKIO MARINE EUROPE INSURANCE LIMITED

and UNION REISEVERSICHERUNG AG other than Section G the Insurers for which are  
DAS Legal Expenses Insurance Company Limited (DAS)

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

PLEASE READ YOUR CERTIFICATE CAREFULLY.

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

### SCHEDULE - SUMMARY OF MAXIMUM SUMS INSURED

Section	Description	Final Invoice Cost	Excess
Section A	CANCELLATION OR CURTAILMENT	Final Invoice Cost	Excess £75
	LOSS OF DEPOSIT	Deposit Invoice Cost	Excess £15
Section B	MEDICAL & ADDITIONAL EXPENSES	£5,000,000	Excess £75
	HOSPITAL BENEFIT	£600 @ £15 per day	Nil
Section C	PERSONAL ACCIDENT	£25,000*	Nil
Section D	TRAVEL DELAY/CANCELLATION	£100/Final Invoice Cost/Nil/Excess £75	
	MISSED DEPARTURE	£800	Nil
Section E	BAGGAGE & PERSONAL EFFECTS	£2,000	Excess £75
	DELAYED BAGGAGE	£250	Nil
	PERSONAL MONEY AND LIFT PASS	£500**	Excess £75
	PASSPORT INDEMNITY	£250	Excess £75
Section F	PERSONAL LIABILITY	£2,000,000	Excess £75
Section G	LEGAL EXPENSES	£50,000	Nil
Section H	SKI PACK	£500	Nil
Section I	WEATHER DELAY	£500	Nil
Section J	HEMOCARE COVER	£250	Nil
Section K	PISTE CLOSURE***	£300	Nil

\* Death benefit is limited to £15,000. Please note reduced sums insured apply to certain age groups. \*\*Cash limited to £250, reduced to £150 if under 16 years of age. \*\*\* Only Valid between 1 December and 30 April. Please refer to main wording for details.

### AGE LIMIT

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

### GEOGRAPHICAL AREAS

Area 1 - Europe, including all countries to the west of the Ural Mountains, islands in the Mediterranean, Morocco, Algeria, Tunisia, Turkey, the Canary Islands, Madeira and the Azores.  
Area 2 - World-wide

### IMPORTANT POINTS TO NOTE

Please read Your Certificate 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 - Medical & Additional Expenses

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

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 Pursuit - Your attention is drawn to the definition of Hazardous Pursuit and also to the fact that certain other activities can be covered at an additional premium. Please contact Us or the issuing agent for advice.**

#### Section E - Baggage & Personal Effects and Personal Money

Take due care of Your personal baggage and personal effects 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 possessions and 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 Certificate 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 Certificate contains a single article limit on personal baggage and personal effects and an overall Valuables limit. Expensive items, jewellery, photographic and video equipment, Sports Equipment, Ski Equipment, etc. should be insured under Your own Home Insurance.

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

For all personal baggage and personal Money claims Your particular attention is drawn to the heading "What To Do If You Wish To Claim".

### OFF PISTE COVER

Off piste skiing is included provided You act reasonably and do not ski in a closed or avalanche risk area. If not skiing with a Guide or Instructor, always check that the area is suitable for a skier at Your level.

### RECIPROCAL HEALTH AGREEMENT EU COUNTRIES

Travellers to European Union countries including Switzerland and Norway are strongly advised to apply for and obtain the European Health Insurance Card (EHIC) or form E112. Applications for the EHIC can be made online at [www.ehic.org.uk](http://www.ehic.org.uk) - the quickest route, or by telephone on 0845 605 2030, or by post - application forms are available from the Post Office. This will entitle you to benefit from the reciprocal health arrangements which exist between European Union countries. In other countries where reciprocal health arrangements exist all reasonable steps should be made to utilise them.

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 excess applicable to Section B 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.

### 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.

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

IMPORTANT - please quote ESPRIT and Your FOGG TRAVEL MEDI-CARD Number

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:

- Multi-lingual assistance with hospitals and doctors
- Repatriation arrangements and necessary escorts by a medical attendant
- Travel arrangements for other members of Your party or next-of-kin
- 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.

**IMPORTANT NOTE TO ALL VISITORS TO USA** In the event of a Medical Emergency whilst in the USA please contact Our 24 hour medical helpline Alliance International Assistance on (free phone) 1 800 2772078 Pin Number # 000 stating You are insured by Tokio Marine Europe Insurance Limited and Union Reiseversicherung AG and quote ESPRIT and Your FOGG TRAVEL MEDI-CARD Number. They will give You directions to an appropriate medical facility near You. Alliance International Assistance will tell Fogg Assist and Us about Your claim. Alliance International Assistance, Dallas, Texas, USA.

### PRE-EXISTING MEDICAL CONDITIONS

Where You:

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

You must contact the Medical Helpline prior to effecting this insurance.

Cover for these conditions will only be provided following Our acceptance in writing. Unless reported and agreed by the Medical Helpline in writing the above conditions will be excluded.

For advice and a decision on cover please contact Our Medical Helpline on 01623 635 958 and quote ESPRIT.

N.B. You are responsible for all costs incurred in reporting Your medical condition to Us.

### MATERIAL FACTS

You must tell Us all material facts. If You do not this may result in Your claim not being paid.

Your duty:

- You are not aware of any circumstances known at the time You purchase this insurance which are likely to cause cancellation or Curtailment of Your holiday. This includes any existing sickness or injury of any relative which if this sickness or injury continued or deteriorated would mean You would have to cancel or Curtail Your holiday
- You must tell Us all facts which are likely to influence Us in the assessment or acceptance of Your insurance.

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

### WHAT TO DO IF YOU WISH TO MAKE A CLAIM

All claims (other than Legal Expenses) must be made direct to:

#### FOGG TRAVEL INSURANCE SERVICES LIMITED

Crow Hill Drive, Mansfield, Notts. NG19 7AE

You can print a claim form online at [www.foggtravelinsurance.com](http://www.foggtravelinsurance.com)

Alternatively if You do not have internet access You can contact Fogg Travel on telephone 01623 631331 and they will send You a claim form which You will need to complete and return to Fogg Travel with Your Certificate and ESPRIT confirmation of booking invoice and any other documents requested. Quote scheme ESPRIT.

**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 or 0117 976 2030

**CANCELLATION OR CURTAILMENT** If You cancel the holiday for medical reasons obtain a claim form from Fogg Travel. Your own Medical practitioner should complete the certificate on the reverse of the claim form. If the holiday is Curtailed for medical reasons obtain a medical certificate from the treating Medical Practitioner in the locality where the incident occurred confirming the reason and necessity to curtail. Please also refer to the 24 hour Medical Emergency Service section.

**You Must:**

- Keep receipts or account for all expenses incurred.
- For Cancellation - Notify ESPRIT or the Travel Agency where Your holiday was booked.
- Contact Fogg Travel as soon as You know that there is a possibility of Your journey not taking place.
- For Curtailment - Obtain authorisation from the 24 hour Medical Emergency Service or from Us before incurring any expenses in curtailing Your holiday.

**MEDICAL & ADDITIONAL EXPENSES** - Production of Your FOGG TRAVEL MEDI-CARD will mean that any rescue, transport or medical service in Europe, subscribing to the scheme, will make no charge to You for their service but will bill Fogg Travel direct - the policy excess is, however, payable to the doctor at the time of treatment. In the event of difficulty You should contact the Emergency Service immediately. You will be given a form by the medical/rescue service whenever the FOGG TRAVEL MEDI-CARD is used - this form should be sent to Fogg Travel Insurance Services Limited together with any ancillary pharmaceutical bills and the like and policy excess receipt at the end of Your holiday to obtain reimbursement of those costs incurred where You have made payment.

Otherwise, and in particular outside Europe, production of your Fogg Travel MEDI-CARD will be of assistance in confirming your travel insurance details to rescue, transport or medical service providers.

Please see the 24 hour Emergency Medical Service section for cases involving more than simple outpatient treatment.

You should utilise Your EHIC wherever possible to minimise costs to Us.

**PERSONAL ACCIDENT** Obtain a medical certificate from the treating Medical Practitioner. In the event of a death We require a Death Certificate.

**TRAVEL DELAY** Obtain a letter from the airline, railway or shipping line, or their handling agent, confirming the reason for the delay and detailing the scheduled and actual departure times.

**BAGGAGE & PERSONAL EFFECTS** For all loss or damage in transit claims, including delayed baggage report to the airline, railway or shipping line, or their handling agents and obtain a written report form (Property Irregularity Report (PIR)) from them before leaving the baggage reclaim area.

For all damage claims obtain an estimate for repairs.  
In all circumstances, You must retain receipts or vouchers for items lost or damaged as these will help You to substantiate Your Claim.

In the case of lost or misplaced personal baggage on the Outward Journey You must produce receipts for the purchase of essential replacement items.

You must report all theft or losses to the Police within 24 hours of discovery and obtain a written Police Report. Also report to Your courier or Hotel/Apartment Manager whenever it is appropriate.

**MONEY** You must report all theft or losses to the Police within 24 hours of discovery and obtain a written Police Report. Also report to Your Courier or Hotel/Apartment Manager whenever it is appropriate. You must enclose confirmation from Your Bank or Bureau de Change of the issue of foreign currency. In the case of Sterling You must produce documentary evidence to support Your claim. For a lost or destroyed passport You need to supply Us with a letter from the Consulate where the loss was reported and retain all receipts that relate to the necessary costs in replacing the passport.

**PERSONAL LIABILITY** You must supply full details of the circumstances giving rise to the claim plus any supporting evidence.

**SKI PACK** You must submit a medical certificate from a medical practitioner in Your resort area confirming the condition and the dates or period You are unable to ski.

## EXTENSION OF PERIOD OF INSURANCE

If the **Return Journey** cannot be completed before the expiry of the **Period of Insurance** this Certificate shall remain in force without additional premium as follows:-

- Up to **14 days** in the event of delay to any aircraft, train or watercraft in which **You** are travelling as a ticket holding passenger.
- Up to **30 days** if the intended **Return Journey** is prevented due to **Your** bodily injury or illness. In this event **We** will also continue to pay medical treatment under **Section B 1**, (up to the sum insured provided by this Certificate) for this period or such extension of period as is medically certified as being necessary.

## DEFINITION OF WORDS

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

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

**CHANNEL ISLANDS** Jersey, Guernsey, Alderney, Sark, Herm, Jethou, Brecochu and Lihou.

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

**COSTS AND EXPENSES** All reasonable and necessary costs chargeable by the **Representative** on a standard basis or in accordance with Predictable Costs scheme, if this is appropriate. **DAS** will also pay the costs incurred by opponents in civil cases if an **Insured Person** has been ordered to pay them, or pay them with **DAS's** agreement.

**CURTAIL/CURTAILMENT/CURTAINED** means abandonment of the planned holiday by return to **Your Home Country** after commencement of the **Outward Journey** 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 Certificate, after the application of (i) the Certificate limits and (ii) Exclusion 11. of the **Specific Exclusions Applying to Section E** section.

**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 Address** within the booked holiday period.

**HAZARDOUS PURSUIT** Any pursuit or activity where it is recognised there is an increased risk of serious injury or can be reasonably expected to aggravate any existing infirmity (please contact **Us** if **You** are in any doubt with full details of the activity for **Our** consideration).

**HOME ADDRESS** **Your** permanent place of residence in the **United Kingdom**, the **Channel Islands** or the Republic of Ireland.

**HOME COUNTRY** The country **You** live in within the **United Kingdom**, **Channel Islands** or the Republic of Ireland.

**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.

**MONEY** Personal **MONEY** taken for private purposes comprising coins, bank or currency notes, postal or **MONEY** orders, travellers cheques, travel tickets, ski lift passes, passports, green card, petrol coupons, driving licences and phonecards.

**OUTWARD JOURNEY** The initial journey by train, aircraft or watercraft undertaken in conjunction with the holiday in respect of the **outward journey** from **Your Home Address**.

**PERIOD OF INSURANCE** Cancellation cover commences from the Date of Issue of the Certificate and expires upon commencement of the **Outward Journey** other than as provided for under 11i. Cancellation Compensation of **Section D**.

The remaining covers apply for the period of the holiday up to a maximum **3 months** including the direct **Outward Journey** 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. **Section E** is operative for a maximum period of **24 hours** prior to the commencement of the holiday in respect of **MONEY** collected for the purposes of the holiday.

**RELATIVE** Mother, father, wife, husband, son, daughter, brother, sister, grandmother, grandfather, grandchild, parent-in-law, 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 the Legal Expenses section.

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

**SKI EQUIPMENT** Skis, ski-sticks, ski-boards, bindings and ski-boots.

**SPORTS EQUIPMENT** Those articles which are usually worn, carried or held in the course of participating in a recognised sport.

**TERRORIST ACTION** The actual or threatened:

- use of force or violence against persons or property, or
- commission of an act dangerous to human life or property, or
- commission of an act that interferes with or disrupts an electronic or communications system

undertaken by any person or group, whether or not acting on behalf of or in connection with any organisation, government, power, authority or military force, when any of the following applies:

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

**UNITED KINGDOM** England, Wales, Scotland, Northern Ireland and the Isle of Man.

**VALUABLES** Jewellery, watches, gold or silver articles, binoculars, portable televisions, radios, cassettes, tapes, cassette recorders, compact disc players, compact discs, ipods, MP3 players, audio equipment, photographic equipment, computer equipment, computer games machines, video recorders, camcorders, musical instruments, furs and leather clothing.

**WE/OUR/US/INSURERS** Tokio Marine Europe Insurance Limited and Union Reiseversicherung AG.

**YOU/YOUR/INSURED PERSON** Any person named on the **ESPRIT** confirmation of booking invoice for the holiday who is eligible to be insured and for whom premium has been paid.

## GENERAL EXCLUSIONS

### REGARDING ALL SECTIONS OF THIS CERTIFICATE

**We** shall not be liable for:-

- (a) war, invasion, acts of foreign enemies, hostilities (whether war be declared or not) civil war or any act of 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**.
- Loss of any kind unless it is specified in this Certificate.
- 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:-
  - Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.

- Loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
- Claims arising from flying or aerial activity of any kind (other than as a fare paying passenger in a fully licensed passenger carrying aircraft).
- Claims arising directly or indirectly from **Your** willful, malicious or unlawful act.
- 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.

## CONDITIONS APPLYING TO THIS CERTIFICATE

- YOUR DUTY**
  - You** are not aware of any circumstances known at the time **You** purchase this Certificate which are likely to cause cancellation or **Curtailment** of **Your** holiday. This includes any existing sickness or injury of any **Relative** which if this sickness or injury continued or deteriorated would mean **You** would have to cancel or **Curtail Your** holiday
  - You** must tell **Us** all facts which are likely to influence **Us** in the assessment or acceptance of **Your** insurance. If **You** have any doubt about what **You** need to tell **Us** please contact the intermediary who arranged this insurance for **You** or **Us**
  - You** must at all times act in a reasonable manner to prevent or minimise a claim.
- CHANGE IN RISK** **You** will immediately advise **Us** of any changed circumstance which becomes apparent after the date of issue of this Certificate and before the commencement of the holiday which **You** could reasonably foresee as likely to give rise to a claim under this Certificate. **We** reserve the right to alter the terms of the Insurance in the light of such changed circumstances. **We** will, subject to the terms, conditions and exclusions of the Certificate, 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.
- CLAIMS - YOUR DUTIES**
  - You** will advise **Us** of any occurrence which may give rise to a claim under this Certificate 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
  - 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 F** of this Certificate
  - 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 **Section E** of this Certificate
  - If personal baggage or **Ski Equipment** 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.
- CLAIMS - OUR RIGHTS**
  - No admission, offer, promise, payment or indemnity will be made or given by **You** or on **Your** behalf without **Our** written consent
  - 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
  - In case of illness or injury **We** may approach any doctor who may have treated **You** during the period of **3 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
  - 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, C** or **H** of this Certificate.
- FRAUD** If any person makes any misrepresentation or concealment in obtaining this Certificate or in support of any claim this Certificate will be void.
- OTHER INSURANCES** Under **Sections A, B, D, E, F, G, H, I** 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.
- ARBITRATION** If any difference shall arise as to the amount to be paid under **Sections A, B, D, E** or **H** of this Certificate (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**.
- PRECEDENTS TO LIABILITY** The due observance and fulfilment of the terms, provisions, conditions and endorsements of this Certificate 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.
- 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:-**

- We** will indemnify **You** against all travel or accommodation deposits or charges which **You** have paid or contracted to pay before the holiday departure date, and cannot recover in respect of any part of the holiday which **You** are necessarily required to cancel or **Curtail** up to the Final Invoice Cost less Insurance Premiums as the direct result of:-
  - Your** death, accidental bodily injury or illness, 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**
  - 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 holiday
  - Your** involuntary redundancy (qualifying **You** to claim for payment under current Redundancy Payment Legislation) or that of any person with whom **You** intend to travel, provided that such notice of redundancy is advised to **Us** within **14 days** of its announcement
  - 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
  - cancellation of scheduled public transport consequent upon hi-jack occurring during the **Period of Insurance**
  - reasonable additional travelling expenses incurred by **You** in returning to **Your Home Address**, 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****PROVIDED THAT:** If a holiday 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**.

## Specific Exclusions Applying to Section A

**What is not covered:**

- Any expense following **Your** disinclination to travel or to continue with **Your** holiday or loss of enjoyment of **Your** holiday.
- Any expense arising from circumstances which could reasonably have been anticipated at the time **You** booked **Your** holiday.
- Psychological or psychiatric disorder, eating disorder, mental instability, anxiety, stress or depression.
- Any claim that is due to **Your** carriers refusal to allow **You** to travel for whatever reason.
- Any claim or expense that is due to:
  - Your** failure to obtain the required passport or visa or ESTA
  - the operation of law
  - the failure of any transport or accommodation provider, their agent or anybody who is acting as **Your** agent or **Your** conference organiser
  - breakdown or theft of **Your** motor vehicle
  - financial circumstances or unemployment except when it is due to Redundancy that **You** received after obtaining this Insurance
  - weather conditions except where severe weather conditions in **Your Home Country** stops **You** from getting to the airport, international rail terminal or port in time to catch **Your** booked flight, international train or sailing
  - death of any pets or animals
  - accident or mechanical failure of **Your** motor vehicle prior to **Your** departure

ix. Your abuse or prior abuse of solvents, drugs or alcohol.

6. Any Excess shown in the Schedule.

7. Items listed within Specific Exclusions Applying to Sections A, B and C section.

## SECTION B - MEDICAL & ADDITIONAL 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 £5,000,000 against the following expenses which You necessarily incur outside Your Home Country:-

1. Medical expenses including hospital charges, in-patient treatment authorised by Us and ambulance charges for conveyance to hospital. Dental treatment is included 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.
2. Reasonable additional travelling expenses in returning to Your Home Address 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. of this section and includes:
  - 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.
3. Cost of returning Your body or ashes to Your Home Address or burial abroad in the country where death occurs up to £2,000.
4. Up to a maximum of £300 for pre-approved physiotherapy treatment received in Your Home Country which the treating doctor certifies is medically necessary following Your accidental bodily injury sustained during the Period of Insurance and which injury necessitated medical treatment whilst abroad.  
**PROVIDED THAT:** If physiotherapy treatment is required You must notify and obtain prior authorisation from the 24 hour Medical Emergency Service during the Period of Insurance.

### Specific Exclusions Applying to Section B

#### What is not covered:

1. Expenses which You incur in Your normal country of residence other than detailed under item 4. of Section B.
2. Any in-patient or additional travel expenses not specifically authorised by Us or Our 24 Hour Medical Emergency Service.
3. Any expense which You incur more than 12 months after the occurrence of the injury or illness to which the claim refers.
4. Any expense which is not usual, reasonable or customary for the medical services to supply.
5. Any claim that is due to Your carriers refusal to allow You to travel for whatever reason.
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 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. Any Excess shown in the Schedule.
8. For items listed within Specific Exclusions Applying to Sections A, B and C section.

## WHAT TO DO IN THE EVENT OF A SERIOUS MEDICAL EMERGENCY

YOU WILL FIND ON THE FRONT OF THIS CERTIFICATE 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.

## EXTENSION TO SECTION B - HOSPITAL CONFINEMENT BENEFIT

If You sustain bodily injury or suffer illness outside Your Home Country during the Period of Insurance resulting in admission to a hospital overseas as an in-patient, We will pay You a benefit of £15 per complete 24 hours which You are hospitalised up to a maximum of £600.

## 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 12 months in Your death or permanent loss of limb or loss of sight or permanent total disablement, We will pay to You benefits in accordance with the following items:-

- |   |         |
|---|---------|
| Item 1 - Death  | £15,000 |
| Item 2 - Permanent loss by physical severance of hand or foot at or above the wrist or ankle or the total and permanent loss of use of an entire hand or arm or of an entire foot or leg or total and irrecoverable loss of all sight in one or both eyes | £25,000 |
| Item 3 - Permanent total disablement resulting in Your permanent and absolute inability to attend to a profession, business or gainful occupation of any kind   | £25,000 |

#### PROVIDED THAT:

1. If You are under 16 years of age the benefit under Item 1 is limited to £1,000.
2. If You are aged 65 years or over Item 1 is limited to £1,000 and no compensation will be payable under Items 2 and 3.

### Specific Exclusions Applying to Section C

#### What is not covered:

No compensation will be payable:

1. under more than one of the Items 1, 2 or 3 and on payment of a claim under any one of these items, all liability under this section will cease in so far as You are concerned.
2. for items listed within Specific Exclusions Applying to Sections A, B and C section below.

### Specific Exclusions Applying to Sections A B and C

#### What is not covered:

Claims arising from:

1. i. any medical condition or on going medical condition for which You have received treatment, taken/are taking medication or have visited/been referred to a specialist or have been a hospital in-patient during the 6 months period immediately preceding the Date of Issue of this Certificate, or  
ii. where You are on a hospital waiting list for treatment or where You are in receipt of a terminal prognosis, or  
iii. any of the following conditions Heart related condition, Hypertension, Arterial Disease, Kidney Disease, Malignant Diseases (Cancer), Lung and/or Respiratory Disease (including Asthma where You have received in-patient hospital treatment), or had a Stroke (unless declared to Us and agreed by Us in writing prior to effecting this insurance, please refer to the Pre-Existing Medical Conditions section on the first page).
2. holiday arrangements made or undertaken:
  - i. against the advice of any Registered Medical Practitioner
  - ii. for the purpose of obtaining medical treatment abroad.
3. Your intentional self-injury, suicide or attempted suicide or wilful exposure to needless risk (except in the attempt to save a human life).
4. 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 psychological or psychiatric disorder, eating disorder, mental instability, anxiety, stress or depression.
5. 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 holiday and/or  
ii. 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.
6. You engaging in manual work of any kind during the period of the holiday, bob-sleighting, snow rafting, para punting, heli-skiing other than if booked with ESPRIT, ski acrobatics, ski joring, any form of power assisted skiing or use of mechanised snow-mobles except as provided by the recognised piste authorities for transport to and from areas designated for recreational skiing or unless booked with ESPRIT, steeplechasing, polo, hunting, professional sport, mountaineering (normally requiring the use of ropes or guides), pot-holing, scuba or skin diving, any race speed or duration test or practice for such race or test (other than athletics or football or unless part of Your pre-booked ESPRIT ski school organised end of week event) or any Hazardous Pursuit.

## SECTION D - TRAVEL DELAY AND MISSED DEPARTURE

### What is covered:

1. If as a direct result of the outbreak of strike or industrial dispute, or weather conditions affecting scheduled public transport which has been the subject of Advance Booking by You, or mechanical breakdown of train, aircraft or watercraft which has been the subject of Advance Booking by You occurring after the date of commencement of cover the departure time of the Outward Journey or Return Journey takes place more than 8 hours after the departure time appearing on Your ticket We will indemnify You as shown below:
  - i. Delay Compensation - An amount of £25 for the first full 8 hours and £25 for each subsequent 12 hours up to a maximum of £100 in all
  - ii. Cancellation Compensation - if You elect to cancel the holiday after a delay exceeding 24 hours as described above We will indemnify You in respect of irrecoverable travel or accommodation deposits or charges paid or contracted to be paid less Insurance premiums under Section A.
2. If You miss Your booked departure due to late arrival at the point of international departure caused by accident or mechanical breakdown to the conveyance in which You are travelling in the course of:  
Your direct journey to the point of international departure immediately prior to commencement of the Outward Journey from Your Home Country or Your direct journey to the point of international departure immediately prior to commencement of the Return Journey to Your Home Country.  
We will pay up to the limit of £800 for additional travel charges which You necessarily and reasonably incur in the purchase of a ticket for an alternative journey.

Where ESPRIT have incurred expense(s) and/or made payment(s) on Your behalf in relation to costs incurred under this section, the Insurers will agree to make payment direct to ESPRIT subject to the limits of this section.

Payment shall not be made under both this section and Section I in respect of the same event.

#### PROVIDED THAT:

1. any payment We make in respect of 1i. above will be deducted from any subsequent payment made under 1ii. above.
2. in respect of 1. above You must check in according to the itinerary provided by the tour operator or carrier, and obtain written confirmation of the delay from such tour operator or carrier.
3. compensation as described in 1ii. above is only payable in respect of delays on the Outward Journey from Your Home Country.
4. You must produce independent evidence in writing to support any claim.

### Specific Exclusions Applying To Section D

#### What is not covered:

1. Circumstances which could reasonably have been anticipated at the date the insurance was effected.
2. Travel delay caused by strike or industrial dispute that commenced or was announced before Your holiday was booked or insurance was purchased, whichever the later.
3. Withdrawal from service (temporary or otherwise) of an aircraft or sea vessel on the recommendation of the Civil Aviation Authority or a Port Authority or any similar body in any country.
4. under items 1ii. and 2 any Excess shown in the Schedule.

## SECTION E - BAGGAGE & PERSONAL EFFECTS

### What is covered:

1. We will indemnify You against loss of or damage to personal baggage, clothing and personal effects belonging to You up to the amount of £2,000. No single article being insured for more than £300.  
Our Limit of liability of £2,000 is deemed to include an amount of £750 in respect of loss or damage to Ski Equipment belonging to You. No single article or set of articles being insured for more than £300.  
If You are temporarily deprived of Your Ski Equipment on the Outward Journey for a period for more than 12 hours from the time of arrival at the holiday destination due to delay or misdirection in delivery We will pay You up to the amount of £125 for the hire of alternative equipment.  
We will also indemnify You up to the amount of £500 for loss or damage to hired Ski Equipment. No single article or set of articles being insured for more than £300.  
If You are deprived of Your own Ski Equipment following loss of or damage to Your Ski Equipment, We will pay for the necessary hire of replacement equipment up to the amount of £250, subject to You keeping Your damaged Ski Equipment for Our inspection following Your return to Your Home Address.
2. We will indemnify You for an amount not exceeding £500 (cash limited to £250) in respect of accidental loss or theft of Money whilst on Your person, or in a safety deposit box within a hotel or bank or in securely locked holiday accommodation.
3. We will indemnify You for an amount not exceeding £250 for the reasonable costs of obtaining a replacement passport to enable You to travel back to Your Home Address.
4. If You are temporarily deprived of personal baggage on the Outward Journey for a period of more than 12 hours from the time of arrival at the holiday destination due to delay or misdirection in delivery, We will pay for necessary replacement purchases up to an amount of £150 for the first full 12 hours, plus an additional amount of £100 for an additional 12 hours of such delay up to a maximum of £250.

#### PROVIDED THAT:

1. You take all reasonable precautions for the safety of the property insured.
2. Our liability in respect of Valuables is limited to a total amount of £200. A camera or camcorder with all accessories, a bracelet or necklace with any attachment and any similar set or pair of items will be considered as one article.
3. 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.
4. You must retain all hire receipts, tags and baggage labels and in the event of delay or misdirection in delivery of Your Ski Equipment, You must obtain a Property Irregularity Report (PIR) from Your airline or other carrier confirming the delay.
5. You will supply at Your own expense a Statutory Declaration regarding any claim arising under this section of the Certificate if so required.
6. Our limit of liability in respect of loss of cash is £250 any one claim, reduced to £150 any one claim if the insured is under 16 years of age.

### Specific Exclusions Applying to Section E

#### What is not covered:

1. Loss or damage arising from wear and tear, depreciation or deterioration, any process of cleaning, repairing or restoring, atmospheric or climatic conditions, moth or vermin, mechanical breakdown or derangement.
2. loss or theft or damage to contact or corneal lenses, sunglasses (unless provided to You under prescription), dentures, hearing aids, samples or merchandise or property used in connection with Your business or trade, bonds, coupons, securities, stamps or documents of any kind, vehicles or accessories, antiques, musical instruments whilst in the custody of any person other than You, pictures, Sports Equipment whilst in use (other than Ski Equipment), boats and/or ancillary equipment including windsurfing equipment and sailboards, caravan awnings, glass, china or any other articles of a brittle or fragile nature, mobile phones and/or accessories.
3. Loss or damage to property shipped as freight or under a bill of lading.
4. Loss due to delay, detention, confiscation, requisition or damage by Customs or other Officials or Authorities.
5. 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.
6. Loss or theft of:
  - i. Valuables or Money from an unattended vehicle
  - ii. All other property 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.
7. Theft of property (other than skis, ski-boards, ski-sticks) left unattended other than as provided above or whilst in Your securely locked holiday accommodation.
8. Loss or theft of Valuables or Money whilst in a suitcase or holdall or bag or similar receptacle outside Your immediate control.
9. Shortages of Money due to error or omission.
10. 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.

11. Any **Excess** shown in the **Schedule**. However, where one occurrence relates to 2 or more members of the same family (i.e. husband, wife, and any children under 16 years of age) insured under this Certificate, the **Excess** for which **You** are collectively responsible will not exceed **£100** (the **Excess** does not apply to temporary deprivation of **Ski Equipment** and/or personal baggage).

## SECTION F - PERSONAL LIABILITY

### What is covered:

We will indemnify **You** against all sums up to the amount of **£2,000,000** 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.

### Specific Exclusions Applying to Section F

#### 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.
- 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 **Excess** shown in the **Schedule**.

## SECTION G - 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 agrees to within the **Geographical Areas**; 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 events arising at the same time or from the same cause is **£50,000**.

### Specific Exclusions Applying to Section G

**What is not covered:** DAS shall not be liable for:

- A claim where an **Insured Person** has failed to notify DAS of the **Insured Incident** within a reasonable time of it happening and where this failure adversely affects the prospect of successfully recovering damages (or getting any other legal remedy that DAS has agreed to) or of making a successful defence.
- 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 which is fraudulent, exaggerated or dishonest or where an allegation of dishonesty or violent behaviour has been made against the **Insured Person**.
- 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.
- Costs and Expenses** arising from or relating to a Judicial Review, coroner's inquest or fatal accident inquiry.
- Any **Costs and Expenses** that are incurred where the **Representative** handles the claim under a contingency fee agreement.
- A claim against Tokio Marine Europe Insurance Limited or Union Reiseversicherung AG or Fogg Assist or their agents.
- A claim against any insurance intermediary agent of Tokio Marine Europe Insurance Limited or Union Reiseversicherung AG.
- A claim against ESPRIT 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.

### Specific Conditions Applying to Section G

- An **Insured Person** must:
  - keep to the terms and conditions of this section;
  - 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 and truthful details by phone or 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.
- (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 which may include a 'no-win, no-fee' agreement. The **Representative** must co-operate fully with DAS at all times.
- (e) DAS will have direct contact with the **Representative**.
- (f) An **Insured Person** must co-operate fully with DAS and the **Representative** and must keep DAS up to date with the progress of the claim.
- (g) An **Insured Person** must give the **Representative** any instructions that DAS require.
- (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.

- (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.
- If the **Representative** refuses to continue acting for an **Insured Person** with good reason or if an **Insured Person** dismisses the **Representative** without good reason, the cover DAS provides will end at once, unless DAS agree to appoint another **Representative**.
- If an **Insured Person** settles a claim or withdraws it without the agreement of DAS, or does not give suitable instructions to a **Representative**, the cover DAS provides will end at once and DAS will be entitled to reclaim any **Costs and Expenses** DAS has paid.
- If there is a disagreement about the way DAS handles a claim that is not resolved through DAS's internal complaints procedure, the **Insured Person** can contact the Financial Ombudsman Service for help.
- 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.
- 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.
- This section will be governed by English law.

### Eurolaw Legal Advice Service

DAS will give an **Insured Person** confidential legal advice over the phone on any personal legal problem relating to **Your** journey, under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway. To help check and improve the service standards, DAS records all calls. 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. When phoning, please quote your reference: TV1/4972902.

## SECTION H - SKI PACK

### What is covered:

We will indemnify **You** for the proportional amounts of **Your** irrecoverable pre-booked **Ski Equipment** hire, lift passes and ski-school costs, which **You** cannot recover, if during the period of **Your** holiday **You** are necessarily prevented from skiing for more than 24 hours following **Your** bodily injury or illness sustained during the period of **Your** holiday up to a maximum of **£500**.

**PROVIDED THAT:** **You** must submit to **Us** a medical certificate from a qualified Medical Practitioner in the resort area in support of **Your** claim.

### Specific Exclusions to Section H

#### What is not covered:

##### Claim arising from:

- Your** intentional self-injury, suicide or attempted suicide or wilful exposure to a needless risk (except in an attempt to save human life).
- The influence of intoxicating liquor or of a drug or drugs (unless prescribed by a Medical Practitioner) or substance or solvent abuse, venereal disease or psychological or psychiatric disorder, anxiety, stress or depression.
- 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 holiday and/or
  - 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.
- You** engaging in manual work during the holiday, bob-sledding, snow rafting, para punting, heli-skiing other than if booked with ESPRIT, ski acrobatics, ski joring, any form of power assisted skiing or use of mechanised snow-mobles except as provided by the recognised piste authorities for transport to and from areas designated for recreational skiing or unless booked with ESPRIT, steeplechasing, polo, hunting, professional sport, mountaineering (normally requiring the use of ropes or guides), pot-holing, scuba diving, any race, speed or duration test or practice for such race or test (other than athletics or football or unless part of **Your** pre-booked ESPRIT ski school organised end of week event) or any **Hazardous Pursuit**.

## SECTION I - WEATHER DELAY

### What is covered:

For each **Insured Person We** will pay up to **£500** for additional travel and accommodation expenses necessarily and unavoidably incurred due to **You** being prevented from reaching the departure airport, port or international rail terminal prior to the flight, international train or sailing leaving as a result of adverse weather conditions or by avalanche. This insurance is limited to **£30** for each full period of **24** hours delay up to a maximum of **£90** in all each **Insured Person** for additional travel and accommodation expenses and up to a further **£410** for the cost of flight tickets necessarily purchased by ESPRIT or their representative on **Your** behalf.

Where ESPRIT have incurred expense(s) and/or made payment(s) on **Your** behalf in relation to costs incurred under this section, the **Insurers** will agree to make payment direct to ESPRIT subject to the limits of this section.

Payment shall not be made under both this section and **Section D** in respect of the same event.

## SECTION J - HOMECARE COVER

### What is covered:

For each **Insured Person We** will pay up to **£250** to cover the cost of necessary emergency repairs to secure **Your** home following fire, storm or burglary damage until **You** return from **Your** trip.

### Specific Exclusions Applying to Section J

#### What is not covered:

For each **Insured Person** this Insurance will not cover damage to the property occurring before **Your** trip.

## SECTION K - PISTE CLOSURE Only Valid between 1 December and 30 April

### What is covered:

For each **Insured Person We** will pay up to **£300** in the event that due to adverse weather or a 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 for at least **24** hours. This insurance is limited to the cost of transportation to another resort up to **£15** per day plus up to **£10** per day for alternative lift pass or if no other resorts are available compensation at the rate of **£30** per day for each full day of total closure of such facilities during the period of **Your** holiday at such resort.

## COMPLAINTS PROCEDURE

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

**You** should write to General Manager, FOGG TRAVEL INSURANCE SERVICES LTD  
Crow Hill Drive, Mansfield, Notts. NG19 7AE  
Telephone: 01623 631331 Email: [complaints@foggravelinsurance.com](mailto:complaints@foggravelinsurance.com)  
**Please quote ESPRIT to help Your enquiry to be dealt with speedily.**

**Should the issue not be resolved to Your satisfaction, You** may refer the dispute to the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR, Telephone 0845 080 1800 Email: [enquiries@financial-ombudsman.org.uk](mailto:enquiries@financial-ombudsman.org.uk) Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) but only if **You** have already referred the matter to Fogg Travel Insurance Services Limited. **We** are bound by the Financial Ombudsman's decision, but **You** are not. It does not prejudice **Your** legal rights.

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

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

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

Website: [http://www.fscs.org.uk/consumer/what\\_we\\_cover/Eligibility\\_Rules/compensation\\_limits/](http://www.fscs.org.uk/consumer/what_we_cover/Eligibility_Rules/compensation_limits/)



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](http://www.fsa.gov.uk/pages/register)