

Year Abroad Travel Insurance

Policy Wording



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Schedule of Compensation

not exceeding the **limit of indemnity per student**

Section– Personal Accident

Death		GBP	50,000
Permanent disablement:	100% amount	GBP	50,000
quadriplegia or paraplegia			100%
loss of limb(s) (one or more), total loss of sight in both eyes			100%
total loss of sight in one eye, total loss of speech or total loss of hearing in both ears			100%
total loss of hearing in one ear			25%
loss of or total loss of use of:			
• thumb			20%
• one forefinger or big toe			15%
• any other finger or toe			10%
total loss of use of:			
• back or spine (excluding cervical) without cord involvement			40%
• hip, knee or ankle			40%
• neck or cervical spine without cord involvement			30%
• shoulder, elbow or wrist			20%

Schedule of Compensation (continued)

not exceeding the **limit of indemnity per student**

Section – Medical and repatriation expenses medical and repatriation expenses	GBP	10,000,000
Excess	GBP	75
Section – Legal expenses legal expenses	GBP	50,000
Excess	GBP	100
Section – Personal liability personal Liability	GBP	2,000,000
Excess	GBP	150
Section – Personal property personal property	GBP	3,000
Excess	GBP	75
Section – Money loss money	GBP	5,000
Excess	GBP	75
Section – Cancellation, curtailment cancellation, curtailment trip alteration	GBP	7,500
	GBP	7,500
Excess	GBP	75
Section – Hijack, kidnap, kidnap for ransom consultant costs, or hostage hijack, kidnap, hostage kidnap for ransom consultant costs	GBP	7,500
	GBP	50,000
Excess	GBP	Nil
Section – Political and natural disaster evacuation expenses evacuation expenses	GBP	50,000
Excess	GBP	Nil

Travel & Security Assistance Services

Travel Assistance Information

The travel assistance company is available whenever an **insured person** undertakes a **trip** and if medical assistance is required at any time the **insured person** may contact the emergency helpline. Travel Assistance services are provided by CEGA Group Services Limited. All advice and assistance from CEGA Group Services Limited is accessed by calling **44 (0)20 3465 3991**

The scope of service under the Terms and conditions applicable to the Insured section – Medical and Repatriation expenses shall comprise the following, in part or in full:

The scope of service under **Section – Medical and repatriation expenses** shall comprise the following, in part or in full:

- | | |
|-------------------------------------|---|
| Emergency medical assistance | <ul style="list-style-type: none">• Medical expertise on hand• Air ambulance• Hospital and treatment co-ordination• Guarantee on fees and charges |
| Non-medical | <ul style="list-style-type: none">• Advice and guidance with lost or stolen documents• Advice and guidance with cancelling lost or stolen credit cards• Advice and guidance on tracing lost luggage• Information on local embassies and consulates |
| Pre-travel information | <ul style="list-style-type: none">• Country information• Visa and entry permits• Vaccinations and inoculations• First aid and health• Currency and exchange rates• Languages, customs and time zones |

Using the Assistance Company

When the assistance company are contacted for assistance, the following information should be provided, wherever possible:

- **your** name and the **policy** number;
- telephone, facsimile or telex number where **you** can be reached;
- **your** address abroad; and
- nature of the emergency.

Security services information

If evacuation is required at any time during the period of **your trip**, **you** may contact the Security service emergency helpline. Security services are provided by **Red24** who is a third party service provider approved by **us**. All advice and assistance from **Red24** is accessed via the following contact numbers:



Global Security Specialists

Telephone: +44 (0) 203 0273 999
Email: customerenquiry@red24.com
Web address: www.red24.com/affiliate/qbe

The scope of service provided shall comprise the following, in part or in full:

Travel security website	Security information for over 170 countries
Daily news	Subscription to daily email reports every working day covering political instability, civil unrest, disease outbreaks, crime patterns and terrorism news.
24/7 phone service	Direct telephone access to security specialists at the Red24 crisis response management centre, which operates 24/7.
Travel safety briefings	Bespoke security briefings covering the risks, preventative measures and important contacts.
SMS travel alerts	Mobile phone text alerts of high risk events occurring in or close to your current location (including terrorist, civil unrest and severe weather risks).
Political and natural disaster evacuation	Evacuation to the United Kingdom, student's permanent place of residence or the nearest place of safety.
Kidnap negotiation	Kidnap consultant services following your kidnap .

Using the security services company

When the security services company are contacted for assistance under **Section – Hijack and kidnap insurance** and **Section – Evacuation expenses**, the following information should be provided, wherever possible:

- **your** name and the **policy** number;
- telephone, facsimile or telex number where **you** can be reached;
- **your** address abroad; and
- nature of the emergency.

1 Our agreement in general

1.1 Parties to this agreement

This **policy** is between **you** and **us** as declared in the **schedule**. This document, together with its **schedule** and any attached endorsements is the **policy** which sets out this insurance. It is a legal contract so please read all of it carefully.

1.2 Eligibility

This **policy** is only suitable for persons between the ages of nineteen (19) years and thirty five (35) years inclusive, who are enrolled in a higher education institution within the **United Kingdom**, at inception of the insurance. Cover applies until the end of the **period of insurance** in which the **student** attains the age of thirty six (36) years.

1.3 Words in bold

Words in bold typeface used in this **policy** document, other than in the headings, have specific meanings attached to them as set out in the General definitions and interpretation.

1.4 Your policy

1.4.1 Each **section** sets out the scope of the main coverage and the circumstances in which **our** liability to **you** is limited or may be excluded. Further, each **section** sets out other terms and conditions relevant to that **section**. The cover provided by each **section** is only operative if stated as 'insured' in the **schedule**. Where any **schedule** heading or sub-heading states 'n/a', 'not applicable' or 'not insured' then no cover applies for that item.

1.4.2 Additional clauses set out terms, exclusions or limitations that may apply to more than one **section**.

1.4.3 The following general terms apply to all **sections**, clauses and endorsements:

- a) Duties in event of a claim or potential claim;
- b) General terms and conditions;
- c) General definitions and interpretation; and
- d) Complaints.

1.5 Policy period and premium

1.5.1 **We** will provide insurance as described herein for the **period of insurance** so long as **you** pay the premium(s) and other charges to **us** or **your** intermediary and **we** or the intermediary accept the premium(s) and other charges on or before the commencement date of this insurance **policy**. Taxes, levies and other relevant fiscal charges are payable in addition to the premium.

1.5.2 If any premium (including a premium instalment) is not paid to and accepted by **us**, **we** can cancel the **policy** and **you** will have no insurance protection.

1.6 Cooling off period

1.6.1 If this insurance is not suitable for **you**, **you** have a right to cancel this **policy** within fourteen (14) days from buying **your policy** or from the date **you** receive the **policy** documentation, whichever is the later. This right will cease if **you** notify **us** of or make a claim or potential claim under this insurance within the applicable fourteen (14) day period.

1.6.2 **You** must give notice of cancellation in writing to **us** at **our** address or by telephoning the number shown as **our** registered address in the **schedule**. **We** will then refund all premiums paid, within twenty one (21) days of the date of receipt of **your** notice of cancellation.

1.7 Complaints – what should you do?

We strive to provide an excellent service to all of **our** customers but occasionally things can go wrong. **We** take all complaints seriously and endeavour to resolve all customers' problems promptly. If **you** have a question or complaint about this insurance or the conduct of **your** broker, **you** should contact that broker in the first instance.

Alternatively, if **you** wish to contact **us** directly **you** should either:

- a) write to the complaints address shown in the **schedule**, or
- b) where **we** are or include a Lloyd's syndicate, write to the Policyholder and Market Assistance Department at Lloyd's, Fidentia House, Walter Burke Way, Chatham Maritime, Kent ME4 4RN, telephone 020 7327 5693, e-mail complaints@lloyds.com,

quoting the **policy** or claim reference applicable.

If, after making a complaint, **you** feel that the matter has not been resolved to **your** satisfaction, then if **you** are an eligible complainant, **you** may contact: The Financial Ombudsman Service, Exchange Tower, London E14 9SR. Telephone 0300 123 9 123 or 0800 023 4567, Website: <http://www.financial-ombudsman.org.uk/consumer/complaints.htm>.

Making a complaint to the Financial Ombudsman Service (FOS) does not affect **your** rights under this **policy** but if **you** are not an eligible complainant then the informal complaint process ceases.

A summary of **our** complaint handling procedure is available on request and will also be provided to **you** when acknowledging a complaint.

1.8 About the Financial Ombudsman Service (FOS)

1.10.1 Eligible complainants are:

- a) private individuals; and
- b) micro-enterprises.

'Micro-enterprises' will be able to bring complaints to the ombudsman as long as they have an annual turnover of under EUR2 million and fewer than ten (10) employees.

- c) charities with an annual income of less than GBP1million; or
- d) a trustee of a trust with net assets of less than GBP1million.

1.10.2 The FOS will only consider a complaint if **you** are an eligible complainant and if:

- a) **we** have been given an opportunity to resolve it and
- b) **we** have sent **you** a final response letter and **you** have referred **your** complaint to the FOS within six (6) months of **our** final response letter or
- c) **we** have not responded to **your** complaint with a decision within eight (8) weeks

1.9 Financial Services Compensation Scheme

The Company Market and Lloyd's underwriters are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if **we** are unable to meet **our** obligations under this contract.

Entitlement to compensation under the Scheme depends on the type of business and circumstances of the claim. Further information about compensation scheme arrangements is available from the Financial Services Compensation Scheme 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU or from their website (www.fscs.org.uk).

1.10 Sanction limitation and exclusion

We shall not provide cover nor be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **us** or any member of **our** group to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of any country.

1.11 Signature

In evidence of **our** intention to be bound by this insurance, **we** print the signature of **our** Chief Executive Officer.



2 Section – Personal accident

2.1 Personal accident cover

2.1.1 We agree to pay **you** the **benefits** listed in the Schedule of Compensation if **you**:

- a) die within twelve (12) months as a result of an **injury**;
 - b) sustain **permanent disablement** within twelve (12) months as a result of an **injury**;
- provided that the **accident** giving rise to the **injury** occurs during the **period of insurance** and within the **operative time**.

2.1.2 Except for death, all **benefits** are shown as a percentage of the full **permanent disablement** amount.

2.2 Additional personal accident costs and expenses

2.2.1 Medical expenses

Once a claim has been agreed by **us** for death or **permanent disablement** **we** will pay **your medical expenses** up to fifteen percent (15%) of the amount payable under the 'Medical and repatriation expenses cover' clause under **Section – Medical and repatriation expenses** except that:

- a) any amount paid under **Section – Medical and repatriation expenses** for **medical expenses** will be deducted from any sum paid under this clause; and
- b) the maximum amount **we** will pay under this clause will not exceed fifteen thousand pounds (GBP15,000).

2.2.2 In-patient and intensive care

We agree to pay **you** twenty five pounds (GBP25) per day or part thereof up to a maximum of ninety (90) days if **you** are admitted to a hospital as an in-patient as a result of **injury**. This benefit will be increased to fifty pounds (GBP50) per day or part thereof; whilst **you** are being treated in an intensive care unit of the hospital.

2.3 Personal accident limitations and exclusions

2.3.1 Sickness

We will not pay for death or **permanent disablement** directly or indirectly resulting from **sickness** or natural causes. If **sickness** involves **your** death prior to the definite settlement of compensation for **permanent disablement**, no **benefit** will be payable under this insurance.

2.3.2 Degenerative conditions

If any degenerative condition or disablement (as determined by a **healthcare practitioner**) applicable to the **insured person** contributes to a claim under this **policy**, whether or not such degenerative condition or disablement is known by the **insured person** to be in existence at the time of sustaining an **injury**, **we** shall be entitled to reduce the amount of any **benefit** payable under the **permanent disablement benefits** in the same proportion as the degenerative condition or disablement contributes to the claim.

2.3.3 Injury arising from terrorism

We will not pay for death or **permanent disablement** directly or indirectly resulting from **nuclear chemical biological terrorism**.

2.4 Other personal accident terms and conditions

2.4.1 Where more than one benefit applies

If it is possible to claim **benefit** under more than one item of compensation in the Schedule of Compensation, then **you** may elect to claim under the item of **benefit** that offers the maximum amount of payment except always that **we** are only liable to pay a single item of **benefit**.

If an **accident** involves **your** death prior to the definite settlement of compensation for **permanent disablement**, **we** will pay the **beneficiary** the **benefit** for death as a result of **injury** in the Schedule of Compensation. If death is not insured no **benefit** will be payable under this insurance.

2.4.2 Interest

No **benefit** payable under this insurance will carry interest.

3 Section – Medical and repatriation expenses

3.1 Medical and repatriation expenses cover

3.1.1 We agree to pay **you** and/or **your** healthcare provider reasonable and necessary **medical expenses** and/or **repatriation expenses** incurred by **you** with **our** prior consent except that:

- a) we will not pay any sum exceeding the **limit of indemnity** stated in the Schedule of Compensation; and
- b) the **medical expenses** and/or **repatriation expenses** must arise as a direct result of **injury** or **sickness** which occurs during **your trip**.

3.1.2 But in the event of an emergency where **our** consent cannot be obtained, as specified above, **we** will pay the reasonable and necessary costs incurred up to the point notification to **us**.

3.2 Additional medical and repatriation costs and expenses

3.2.1 Where **you** have a valid claim under this **section**, **we** will pay:

- a) up to twenty five thousand pounds (GBP25,000) of hospital in-patient medical charges necessarily incurred by **you** within three (3) consecutive months immediately following **your** return to the **United Kingdom** or **permanent place of residence**; and
- b) **you** fifty pounds (GBP50) per day or part thereof up to a maximum of three hundred and sixty five (365) days if **you** are admitted to hospital as an in-patient outside **your permanent place of residence** following **accidental injury** or **sickness**.

3.3 Extended medical and repatriation expenses cover

3.3.1 Premature child birth

We agree to pay **you** and/or **your** healthcare provider for the **medical expenses** and/or **repatriation expenses** actually incurred, in the event of the **premature birth** of **your** child provided that:

- a) the **premature birth** occurs outside of the **United Kingdom** or outside **your permanent place of residence**; and
- b) the **premature birth** occurs during the **operative time**; and
- c) **our** maximum payment under this clause shall not exceed the **limit of indemnity** stated in the Schedule of Compensation.

3.3.2 Search and rescue expenses

If during a **trip** **you** are reported missing to the appropriate authorities, **we** will pay the costs incurred for **your** search and rescue by a recognised rescue authority(ies) up to a maximum amount of fifty thousand pounds (GBP50,000).

3.3.3 Supplementary travel and accommodation expenses

If **you** suffer **injury** or **sickness** whilst on a **trip**, and as a direct result require hospital treatment as an in-patient, **we** will on the advice of a **healthcare practitioner** pay reasonable and necessary costs of accommodation and travel for up to two (2) close relatives to travel and remain with **you**, subject to a maximum amount of ten thousand pounds (GBP10,000).

3.4 Medical and repatriation expenses limitations and exclusions

Under this **Section – Medical and repatriation expenses**, **we** will not pay:

3.4.1 the amount of the **excess** as applicable and stated in the Schedule of Compensation, unless **our** liability has been reduced by the use of a European Health Insurance Card (EHIC) or private health insurance;

- 3.4.2 a) the **medical expenses** and **repatriation expenses** from the time **you**: have made a full **recovery**, or have been repatriated, or return to the **United Kingdom** or **your permanent place of residence**, whichever occurs first;
- b) **medical expenses** from the time when **you** die;
- c) any **medical expenses** incurred later than eighteen (18) months from the date the first **medical expense** for that particular claim was incurred;

3.4.3 for general health examinations, rest cures, convalescent care, custodial care or periods of quarantine, cosmetic or plastic surgery unless necessitated by **injury**;

- 3.4.4 for pregnancy related expenses, unless directly necessitated by **injury**, illness or disease or complication. This **Section – Medical and repatriation expenses** is designed to provide cover for unforeseen events, accidents, illnesses and diseases, and normal childbirth would not constitute an unforeseen event.
- 3.4.5 for dental examination, dental x-rays, dental extraction, dental fillings unless as a result of emergency dental treatment;
- 3.4.6 for supplying or fitting of optical or hearing aids except as a result of **injury**;
- 3.4.7 for any condition where **you** are travelling against the advice of a **healthcare practitioner**;
- 3.4.8 medical and related expenses after **we** or **our** medical and repatriation assistance company provider, based on the advice of a **healthcare practitioner** that the **insured person** is fit to travel, has recommended the repatriation of the **insured person** to their **permanent place of residence**, other than under **Section – Medical and repatriation expenses** and/or continuation of **medical expenses**; or
- 3.4.9 for the use of non-prescribed drugs by **you**.

3.5 Other medical and repatriation expenses terms and conditions

- 3.5.1 **You** shall have access to the services of the medical and repatriation assistance company stated in the 'Travel Assistance Information' clause under 'Travel & Security Assistance Services', who can provide advice and assistance within its scope to **you** whilst on a **trip** outside the **United Kingdom** or **your permanent place of residence**.
- 3.5.2 The medical and repatriation assistance company provider must be advised as soon as reasonably practicable of any event that may give rise to a claim.
- 3.5.3 Notification of a claim or circumstance to the medical and repatriation assistance company provider does not constitute notification under this **policy**.
- 3.5.4 The role of the medical and repatriation assistance company provider is limited to providing immediate assistance and guidance to **you** in the event of an actual insured event under the 'Medical and repatriation expenses cover' clause, the 'Additional medical and repatriation costs and expenses' clause or the 'Extended medical and repatriation expenses cover' clause.
- 3.5.5 The medical and repatriation assistance company provider does not have the authority to deal with matters of **policy** coverage or the application of **policy** terms and conditions on **our** behalf.

4 Section – Legal expenses

4.1 Legal expenses cover

We agree to pay **your legal expenses** to pursue a civil action for compensation if someone else causes **you bodily injury** during **your trip**, provided that:

- 4.1.1 the **bodily injury** occurs during the **period of insurance** and outside of the **United Kingdom** or **your permanent place of residence**;
- 4.1.2 **you** have obtained **our** prior written consent to incur such **legal expenses** except that **our** consent will not be given if in the opinion of **our** appointed legal advisors there is not at least a fifty (50%) per cent chance that **your** claim will be successful;
- 4.1.3 all claims or legal proceedings including any appeal against a judgment resulting from the same original cause, event, or circumstances, will be regarded as one claim;
- 4.1.4 **our** maximum liability under this **Section – Legal expenses** shall not exceed the **limit of indemnity** set out in the Schedule of Compensation.

4.2 Legal expenses limitations and exclusions

Under this **Section – Legal expenses**, we will not pay for:

- 4.2.1 **Claims against travel agents**
the costs in pursuing any claim against any travel agent or tour operator;
- 4.2.2 **Claims against us**
the costs in pursuing any claim against **us**, **our** agents or any organisation or person involved in arranging this insurance;
- 4.2.3 **Criminal sanctions**
any fines or other penalties or sanctions imposed by a court of criminal jurisdiction;
- 4.2.4 **Defence of civil claim**
the defence of any civil claim or legal proceedings made or brought against **you**;
- 4.2.5 **Excess**
the amount of the **excess** as applicable and stated in the Schedule of Compensation;
- 4.2.6 **Illegal Act**
any amount resulting from or arising in conjunction with any illegal act deliberately, intentionally or recklessly committed by **you**;
- 4.2.7 **Two (2) year time bar**
any claim or circumstance notified more than two (2) years after the incident from which the cause of action arose.

4.3 Other legal expenses terms and conditions

- 4.3.1 If **you** are successful in any claim for damages and or compensation, **you** agree that any amount recovered or otherwise received as compensation shall be used, if sufficient, to reimburse **us** for any amount paid by **us** under this **policy**;
 - a) firstly, in respect of any **legal expenses**; and
 - b) secondly in respect of any other claim in connection with **injury** that is the subject matter of the claim under this insurance.

5 Section – Personal liability

5.1 Personal liability cover

5.1.1 **We** agree to pay **you** all sums that **you** become legally liable to pay as damages or compensation, including claimant costs recoverable from **you**, arising from **you** accidentally:

- a) causing **bodily injury** to someone; or
- b) damaging or losing someone else's property;

provided that:

- c) the **bodily injury** or **damage** happens during the **period of insurance** whilst on a **trip** outside the **United Kingdom**, or **your permanent place of residence**;
- d) **we** will not pay any sum inclusive of **your defence costs**, in excess of the **limit of indemnity** set out in the Schedule of Compensation.

5.1.2 Further **we** will pay **your defence costs** in defending **your** claim as specified above provided that:

- a) **you** have obtained **our** prior written consent; and
- b) such **defence costs** form part of and are not payable in addition to the **limit of indemnity**.

5.2 Additional personal liability costs and expenses

5.2.1 Manslaughter legal defence costs

If **you** are accused or charged with manslaughter by the appropriate authorities during a **trip** as a result of **your** work related activities, **we** will pay **your** initial legal **defence costs** up to fifteen thousand pounds (GBP15,000), provided that no payment will be made in circumstances where **you** are entitled to indemnity by a legal expenses insurance policy or under any other insurance granting such cover.

5.3 Extended personal liability cover

5.3.1 Claim jurisdiction

Notwithstanding the exclusion entitled 'North America' under 'Personal liability limitations and exclusions', the insurance by this **section** is extended to include **your** liability for payment of any judgment, award or **defence costs** brought anywhere in the world; except that where liability for payment of any judgment, award, payment, **defence costs** or settlement delivered, made or incurred within countries which operate under the laws of **North America** (or to any order made anywhere in the world to enforce such judgment, award, payment, **defence costs** or settlement either in whole or in part), then this **policy** excludes and does not cover:

- i) any **student**, whose **permanent place of residence** is **North America**;
- ii) **bodily injury** caused by or arising from or in connection with **pollution**, seepage or contamination;
- iii) **bodily injury** including any cost, expense or liability caused by or arising from or in connection with removing, nullifying, remaking or cleaning-up any actual or alleged **pollution**, seepage or contamination;
- iv) fines, penalties, liquidated damages or punitive damages;
- v) liability which attaches by way of any contract or agreement that would not have attached in the absence of such contract or agreement;

5.3.2 Damage to rented property

We agree to pay **you** for **accidental damage** to the rented accommodation or rented goods under the terms of a formal tenancy agreement provided that:

- a) **you** are named as a party responsible under the formal tenancy agreement; and
- b) the rented goods which are the subject of a claim are stated on the inventory of the tenancy agreement; and
- c) **we** will not indemnify **you** for loss of deposit which monies will be used before any indemnity is provided by **us**; and
- d) **our** maximum **limit of indemnity** under this extension shall not exceed one thousand five hundred pounds (GBP1,500).

5.4 Personal liability limitations and exclusions

Under this **Section – Personal liability** we will not pay for:

5.4.1 Advice or design

claims, damages, **defence costs** or other expenses arising directly or indirectly, by, through or in connection with advice or design or from designs, plans, specifications, formulae, surveys, directions or advice prepared or given by **you**;

5.4.2 Business activity

claims, damages, **defence costs** or other expenses arising directly or indirectly, by, through or in connection with the carrying on of any trade, business, profession or gainful employment;

5.4.3 Damage to property

claims, damages, **defence costs** or other expenses arising directly or indirectly, by, through or in connection with **damage** to property belonging to, held in trust by, or in **your** custody or control or any member of **your** family or household;

5.4.4 Electronic data

claims, damages, **defence costs** or other expenses arising directly or indirectly, by, through or in connection with

- a) loss, alteration or impairment of, or damage to, information and/or data in electronic form;
- b) malicious acts of any person carried out by electronic means;
- c) defamation or harassment carried out by electronic means;

but this exclusion shall not apply in respect of liability for any ensuing **accidental bodily injury** (save for mental injury or mental disease) or **accidental damage** which is not otherwise excluded;

5.4.5 Excess

the amount of the **excess** as applicable and stated in the Schedule of Compensation;

5.4.6 Express contractual term

claims, damages, **defence costs** or other expenses arising directly or indirectly, by, through or in connection with an express term of any contract, unless liability would have attached to **you** in the absence of such a contract;

5.4.7 Fines, penalties or multiplication of compensatory damages

any fines, penalties, punitive damages, exemplary damages, treble damages, or any other increase in damages resulting from the multiplication of compensatory damages;

5.4.8 Insanity/drugs/alcohol

claims, damages, **defence costs** or other expenses arising directly or indirectly, by, through or in connection with **bodily injury** or **damage** caused as a direct consequence of **you** being insane, under the influence of or affected by drugs (other than drugs taken under the direction of a **healthcare practitioner**), alcohol, or solvents;

5.4.9 Mechanically propelled objects

claims, damages, **defence costs** or other expenses arising directly or indirectly, by, through or in connection with mechanically propelled vehicle, aircraft or watercraft;

5.4.10 North America

liability in respect of any judgment, award, payment, **defence costs** or settlement delivered, made or incurred within countries which operate under the laws of **North America** (or to any order made anywhere in the world to enforce such judgment, award, payment, **defence costs** or settlement either in whole or in part) except as provided by the 'Claim jurisdiction' clause under the 'Extended personal liability cover' clause;

5.4.11 Nuclear chemical biological terrorism

liability arising out of or from or in connection with **nuclear chemical biological terrorism**;

5.4.12 Ownership, possession or occupation

claims, damages, **defence costs** or other expenses arising directly or indirectly, by, through or in connection with ownership, possession or occupation of land, or buildings, immobile property or caravans other than occupying a temporary residence;

5.4.13 Pollution

liability arising out of or from or brought about by or contributed to by **pollution**;

5.4.14 **Products**

liability arising out of or from or in connection with **your products**;

5.4.15 **Racing**

claims, damages, **defence costs** or other expenses arising directly or indirectly, by, through or in connection with any racing activity;

5.4.16 **Unlawful acts**

claims, damages, **defence costs** or other expenses arising directly or indirectly, by, through or in connection with any wilful, malicious or unlawful act;

5.4.17 **Venereal disease, sexually transmitted diseases, AIDS**

claims, damages, **defence costs** or other expenses arising directly or indirectly, by, through or in connection with **bodily injury** resulting from venereal disease, sexually transmitted diseases, Acquired Immune Deficiency Syndrome (AIDS) or any AIDS related condition.

6 Section – Personal property

6.1 Personal property cover

We will pay **you** for the cost of replacement or repair of **personal property** which is lost, stolen or **damaged** whilst on a **trip** during the **period of insurance**, up to the **limit of indemnity** stated in the Schedule of Compensation.

6.2 Additional personal property costs and expenses

6.2.1 Delayed Luggage

We will pay **you** up to two hundred pounds (GBP200) for costs actually incurred buying essential and reasonable replacement items, if during a **trip**, **your personal property** is temporarily lost or delayed for more than eight (8) hours. If the **personal property** which has been temporarily lost becomes permanently lost or is **damaged**, we will deduct the amount already paid for temporary loss from the final payment of the claim.

6.3 Extended personal property losses cover

6.3.1 Passport Replacement

We will pay **you** up to seven hundred and fifty pounds (GBP750) for costs actually incurred in replacing a passport, visa or other essential travel documents which are lost or **damaged** or stolen during a **trip**.

6.4 Personal property limitations and exclusions

Under this **Section – Personal property**, we will not pay for:

6.4.1 Bicycles and vehicles

loss or **damage** to or theft of bicycles or to vehicles, their accessories or spare parts;

6.4.2 Excess

the amount of the **excess** as applicable and stated in the Schedule of Compensation;

6.4.3 Government action

loss or **damage** caused by delay, detention or confiscation by order of any government, regulatory or public authority;

6.4.4 Mechanical or electrical failure, cleaning and vermin

loss or **damage** due to mechanical or electrical failure or breakdown, any process of cleaning, restoring, repairing or alteration, moth, vermin, wear and tear, atmospheric or climatic conditions or gradual deterioration;

6.4.5 Mobile phones

loss or **damage** to or theft of mobile phones and any attaching contract for the provision of mobile phone services;

6.4.6 Money and bonds

loss or **damage** to **money**, bonds, negotiable instruments or securities of any kind;

6.4.7 Transhipped property

loss or **damage** to any **personal property** which has been transhipped;

6.4.8 Nuclear chemical biological terrorism

loss or **damage** arising out of or from or in connection with **nuclear chemical biological terrorism**;

6.4.9 Single item limit

loss or **damage** to any item (other than **laptop computers**) valued at more than three hundred and fifty pounds (GBP350) unless **you** retain as uninsured the first thirty five percent (35%) of the claim amount in respect of that item.

6.4.10 Laptop computer limit

loss or **damage** to any individual **laptop computer** valued at more than one thousand two hundred pounds (GBP1,200).

7 Section – Money

7.1 Money cover

7.1.1 **We** agree to pay **you** up to the **limit of indemnity** stated in the Schedule of Compensation, if during the **period of insurance** whilst on a **trip, you**:

- a) lose or have **money** stolen; or
- b) suffer financial loss as a result of fraudulent use of credit, debit or charge cards which is not recoverable from any card provider after reasonable attempts have been made to recover from the provider and any providers conditions have been complied with.

7.2 Money loss limitations and exclusions

Under this **Section - Money**, **we** will not pay for:

7.2.1 Excess

the amount of the **excess** as applicable and stated in the Schedule of Compensation;

7.2.2 Confiscation and depreciation

confiscation or detention by customs or other officials, error, omission and depreciation in value;

7.2.3 Loss or theft of credit, debit or charge cards

loss or theft of a credit, debit or charge cards unless **you** have complied with all the terms and conditions under which the card was issued;

7.2.4 Cash limit

loss of **money** valuing in excess of five hundred pounds (GBP500);

7.2.5 Loss or Theft report

loss or theft of **money** which is not reported to the police within forty eight (48) hours of discovery of such theft or loss;

7.2.6 Travel within country of domicile

any **trip** within the **United Kingdom** or **your permanent place of residence** except that this exclusion shall not apply where the **trip** involves air travel or an overnight stay.

8 Section – Cancellation or travel delay

8.1 Cancellation, curtailment or travel delay cover

If during the **period of insurance your trip** has to be cancelled, cut short or altered prior to departure as a direct result of any cause outside **your** control, **we** agree to pay **you** up to the **limit of indemnity** stated in the Schedule of Compensation:

8.1.1 for all deposits and advance payments made in respect of transport and accommodation costs that are non-refundable in accordance with the terms and conditions of booking;

8.1.2 for **tuition fees** which have been paid, or will be payable, or become payable under contract, and cannot be recovered.

8.2 Additional cancellation, curtailment or travel delay costs and expenses

8.2.1 Travel delay

If **your** booked departure or organised travel to **your** planned destination at the commencement or completion of a **trip** is delayed due to:

- a) strike, labour dispute, industrial action;
- b) mechanical breakdown;
- c) disruption of road or rail services by avalanche, snow or flood;

where such delay is in excess of four (4) hours, **we** will pay **you** twenty pounds (GBP20) per hour for every hour's delay thereafter up to a maximum of two hundred and forty pounds (GBP240) but **we** will not pay and this insurance excludes cover where the delay is due to strike action which existed and for which advance warning had been given before the date on which the **trip** was booked.

8.2.2 Trip alteration

When pre-booked travel arrangements in connection with a **trip** have to be altered following departure, **we** will reimburse **you** for the additional costs of travel and accommodation that **you** incur, which are not recoverable elsewhere and are necessarily incurred to enable **you** to continue the **trip** or return to the **United Kingdom** or **your permanent place of residence** up to the **limit of indemnity** stated in the Schedule of Compensation.

8.3 Cancellation, curtailment, replacement and travel delay limitations and exclusions

Under this **Section – Cancellation or travel delay** **we** will not pay for:

8.3.1 Excess

the amount of the **excess** as applicable and stated in the Schedule of Compensation;

8.3.2 Failure to check in

any **trip** that is cancelled, cut short or altered as a result of **your** failure to check in according to the travel itinerary supplied unless the failure was itself due to industrial action;

8.3.3 Failure to study

any **trip** that is cancelled, cut short or altered as a result of **your** exclusion from a higher education course on which **you** were enrolled or intended to be enrolled as a **student** as a direct or indirect result of failing to: attain grades, submit study work or attend classes;

8.3.4 Financial position

any **trip** that is cancelled, cut short or altered as a result of **your** financial circumstances;

8.3.5 Government regulations

any **trip** that is cancelled, cut short or altered as a result of regulations made by any regulatory, public authority or government;

- 8.3.6 **Ill health**
any **trip** that is cancelled, cut short or altered as a result of **your** travel or intention to travel against the advice of a **healthcare practitioner** or for the purpose of obtaining treatment;
- 8.3.7 **Student's agent's default**
any **trip** that is cancelled, cut short or altered as a result of the default of any travel or accommodation provider (or their agent) of transport or accommodation, acting for **you**;
- 8.3.8 **Loss of job**
any **trip** that is cancelled, cut short or altered as a result of:
a) **your** resignation or voluntary redundancy; or
b) the termination of a contract of employment due to **your** misconduct;
- 8.3.9 **Mental disorders**
any **trip** that is cancelled, cut short or altered as a result of stress, anxiety or depression including home sickness or any other mental disorder, except where:
a) the mental disorder did not exist prior to the commencement of the **period of insurance**; and
b) **you** provide a medical report from a registered **healthcare practitioner** specialised in the relevant medical field stating that **you** suffer from a recognised mental disorder;
provided that, where a recognised mental disorder is accepted by **us**, **you** are responsible for a fifty percent (50%) share of the cost of the claim.
- 8.3.10 **Ship, aircraft, train**
any **trip** that is cancelled, cut short or altered as a result of the withdrawal of service temporarily or permanently of any or all aircraft, ships, or trains on the orders or recommendation of any port, rail or aviation authority, or any replacement body or similar body in any country;
- 8.3.11 **Disinclination to start or continue**
any **trip** that is cancelled, cut short or altered as a result of **your** disinclination to travel or to continue with **your trip**.

9 Section – Hijack and kidnap insurance

9.1 Hijack and kidnap cover

If during the **period of insurance** and during a **trip you** are forcibly or illegally detained as the result of a **hijack**, or **kidnap** or being taken **hostage we** will:

- 9.1.1 pay **you** one hundred and fifty pounds (GBP150) for each complete day that **you** are forcibly or illegally detained as a result of a **hijack**, **kidnap** or being taken **hostage** up to a maximum of seven thousand five hundred pounds (GBP7,500);
- 9.1.2 pay for consultant costs incurred in respect of **kidnap for ransom**, up to a maximum of fifty thousand pounds (GBP50,000).

For the avoidance of doubt **we** will only pay the costs incurred as a result of a **hijack**, **kidnap** or **you** being taken **hostage**. **We** will not pay or reimburse the actual ransom monies paid in connection with any **kidnap** or **kidnap for ransom**.

9.2 Hijack and kidnap limitations and exclusions

Under this **Section – Hijack and kidnap insurance**, **we** will not pay:

9.2.1 Excess

for the amount of the **excess** as applicable and stated in the Schedule of Compensation;

9.2.2 Fraud, dishonesty, criminal acts

for any claim where **you** or any person authorised by **you** acts fraudulently, dishonestly, or commits a **criminal act**, but this will not apply to the payment of ransom monies by **you** in a situation where local authorities have declared such payment illegal;

9.2.3 Permanent country of domicile

if **you** are **hijacked**, **kidnapped** or taken **hostage** within the **United Kingdom** or **your permanent place of residence**.

9.3 Other Hijack and kidnap terms and conditions

- 9.3.1 **Red24** must be advised as soon as reasonably practicable of any event that may give rise to a claim. Please read 'Travel & Security Assistance Services' on page 5
- 9.3.2 Notification of a claim or circumstance to **Red24** does not constitute notification under this **policy**.
- 9.3.3 The role of **Red24** is limited to providing immediate assistance and guidance to **you** in the event of an actual or threatened insured event under this **Section – Hijack and kidnap insurance**. **Red24** does not have the authority to deal with matters of **policy** coverage or the application of **policy** terms and conditions on **our** behalf.

10 Section – Evacuation expenses

10.1 Evacuation expenses cover

10.1.1 **We** agree to pay **you** and/or **Red24** for the expenses actually incurred but not exceeding the **limit of indemnity** stated in the Schedule of Compensation but only where the expenses arise as a direct result of an insured event as set out in the following clauses.

10.1.2 Insured events

- a) Expulsion or declaration of persona non-grata
You being expelled or declared persona non-grata on the written authority of the recognized government of a **trip** country.
- b) Political or military events
Being involved in a **trip** country where the **United Kingdom** authorities issue a formal advisory, strongly advising the departure of all **United Kingdom** citizens in non-emergency positions and their dependents from the **trip** country. Alternatively, if **you** receive direct instructions or recommendation from the appropriate authorities to evacuate from the country.
- c) Natural disaster
Involving a **natural disaster** where **you** receive direct instructions or recommendation from the appropriate authorities to evacuate, or **we** determine at **our** sole discretion that such evacuation is required.

10.2 Evacuation costs and expenses

10.2.1 Emergency evacuation

We will pay the costs incurred for **your** emergency evacuation, within thirty (30) days prior to an insured event, or ten (10) days after an insured event, to the nearest place of safety or for **your** repatriation to the **United Kingdom** or **your permanent place of residence**.

10.2.2 Imminent physical peril

If **your** immediate well-being is threatened, **we** will pay for **your** emergency evacuation by appropriate means. Otherwise, coverage hereunder will apply to transportation only at economy fares, unless unavailable or impractical. **You** will only be entitled to one payment for evacuation costs per insured event.

10.2.3 Expenses

We agree to pay for:

- a) accommodation, up to two hundred pounds (GBP200) per day; and
- b) daily expenses, up to fifty pounds (GBP50) per day;

incurred within thirty (30) days of **your** repatriation to the **United Kingdom** or **your permanent place of residence**.

10.3 Political and military events and natural disaster expenses limitations and exclusions

Under this **Section – Evacuation expenses** **we** will not pay for :

- 10.3.1 evacuation expenses incurred more than thirty (30) days after the commencement of a political or military event or natural disaster;
- 10.3.2 evacuation expenses incurred within **your permanent place of residence**;
- 10.3.3 evacuation expenses incurred where the political or military event or natural disaster was reasonably avoidable prior to the commencement of a **trip**;
- 10.3.4 evacuation expenses arising from or attributable to an alleged: violation of the **trip** country's laws by **you**; unless **we** determine in **our** sole discretion that such allegations were intentionally false, fraudulent and malicious and made solely to achieve a political, propaganda and/or coercive effect upon **you** or at **your** expense;
- 10.3.5 evacuation expenses incurred as a result of **your** failure to maintain and possess any required documents and visas; unless **we** determine in **our** sole discretion that such allegations were intentionally false, fraudulent and malicious and made solely to achieve a political, propaganda and/or coercive effect upon or at **your** expense;

- 10.3.6 evacuation expenses arising from or attributable, in whole or in part, to a debt, insolvency, commercial failure, the repossession of any property by any title holder or lien holder or any other financial cause;
- 10.3.7 evacuation expenses arising from or attributable, in whole or in part, to **your** non-compliance with any obligation specified in a contract or license or **your** failure to provide a bond or other security assumed under any contract, whether written or oral;
- 10.3.8 evacuation expenses arising from or attributable, in whole or in part, to the implementation of currency exchange rates by a legally constituted authority.
- 10.3.9 the amount of the **excess** as applicable and stated in the Schedule of Compensation;

10.4 Other political and natural disaster expenses terms and conditions

- 10.4.1 Where a number of insured events arise from a single cause, **we** will be treat the combination of insured events as a single insured event and aggregate all losses arising to form single loss.
- 10.4.2 **You** shall have access to the services of **Red24** stated in 'Security services information' within 'Travel & Security Assistance Services' on page 6, who will provide political and natural disaster evacuation within its scope to **you** whilst on a **trip** outside the **United Kingdom** or **your permanent place of residence**.
- 10.4.3 **Red24** must be advised as soon as reasonably practicable of any event that may give rise to a claim.
- 10.4.4 Notification of a claim or circumstance to **Red24** does not constitute notification under this **policy**.
- 10.4.5 The role of **Red24** is limited to providing immediate assistance and guidance to **you** in the event of an actual or threatened insured event under this **Section – Evacuation expenses**. **Red24** does not have the authority to deal with matters of **policy** coverage or the application of **policy** terms and conditions on **our** behalf.

11 General exclusions

11.1.1 **We** will not pay any claims if **you**:

- a) are aged eighteen (18) years or under or over thirty five (35) years, but this exclusion will not apply to and cover will apply if **you** attain the age of thirty six (36) years during the **period of insurance** until the end of that the **period of insurance**;
- b) are not enrolled in a higher education institution within the **United Kingdom**, at inception of the **period of insurance**; or
- c) are under the influence of solvents or drugs or their effects (except drugs prescribed by a doctor other than for treatment of drug abuse) or where in the opinion of the treating doctor excessive alcohol consumption has directly or indirectly led to the claim.
- d) have travelled outside of the **geographical region**,

11.1.2 **We** will not pay any claims directly or indirectly resulting from or consequent upon:

- a) **Air travel**
your engagement in air travel as a pilot or crew member;
- b) **Deliberate exposure**
your deliberate exposure to exceptional danger (except in an attempt to save human life or in the course of **your** employment).
- c) **Excluded activities**
your engagement in or taking part in:
 - i) naval, military or air force service or operations;
 - ii) motor sports, scuba diving to a depth greater than thirty (30) metres, mountaineering, caving or potholing, paragliding, parachuting or sky diving.
- d) **Nuclear risks**
nuclear hazards;
- e) **Suicide and self-inflicted injury**
suicide or attempted suicide, intentional self-inflicted **injury** including self-inflicted **injury** arising from mental illness or intentional **injury** of the **student** or the **student** being in a state of insanity;
- f) **War**
war in **your permanent place of residence**.

12 Duties in the event of a claim or potential claim

12.1 Claim notification

12.1.1 **You** must give notice in writing to **us** as soon as reasonably practicable:

- a) and in any event within seventy two (72) hours of **your** actual knowledge in respect of:
 - i) any death, **permanent disablement** or **injury** to any person involving a stay in hospital in excess of two (2) days which is likely to give rise to a claim under this insurance;
 - ii) any insured event or circumstance likely to give rise to a claim under **Section – Medical and repatriation expenses** or **Section – Hijack and kidnap insurance**;
 - iii) any notice of any impending inquest, fatal accident inquiry, prosecution or other legal proceedings;
- b) or in any event within fourteen (14) days of **your** actual knowledge in respect of any other occurrence that is or may be insured by this **policy**.

12.1.2 In the event of **your** death or other incapacity that prevents **you** from submitting notice, **your** executors or administrators must give notice in writing to **us**, within ninety (90) days from the date of **your** death or **permanent disablement** and otherwise act in **your** place.

12.1.3 If an **accident** involves **your** death or **permanent disablement** claims must be presented to **us** within twelve (12) months of the date of the original **accident** giving rise to such claim under this insurance, unless otherwise agreed **us**.

12.1.4 Notice to **us** must be given to the Claim Notification addresses specified in the **schedule**.

12.2 Your claim duties

12.2.1 For each and every claim **you** and any person acting on **your** behalf must:

- a) not admit responsibility, make an offer or promise, nor offer payment or indemnity without **our** written consent;
- b) not incur any expense without **our** consent except at **your** own cost or as stated in **Section – Medical and repatriation expenses**;
- c) give all such information, assistance and forward all documents to enable **us** to investigate, settle or resist any claim as **we** may require;
- d) provide such proofs and information with respect to the claim as may reasonably be required together with (if demanded) a statutory declaration of the truth of the claim and any matters connected therewith;
- e) not destroy evidence or supporting information or documentation without **our** prior consent; nor destroy any plant or other property relating to an occurrence, loss or suit that may give rise to a claim under this **policy**.

12.2.2 In addition to the above, for each and every claim under **Section – Personal accident** or **Section – Medical and repatriation expenses** it is agreed that **you** must place yourself under the care of a **healthcare practitioner** as early as possible;

12.2.3 authorise **us** to obtain medical records or other pertinent information upon request but only where legally permitted to do so in the event of an insured event involving death, **injury**, **sickness** or **bodily injury**.

12.3 Insurer's rights

12.3.1 It is **our** preferred intention to investigate any potential claim and to undertake the conduct of any proceedings in connection with such claims on **your** behalf. It is one of the services **we** offer when **you** buy **your policy**. However, there may be rare occasions, especially in relation to potential proceedings in **North America**, when this is not appropriate.

12.3.2 In such cases **we** have the right not to, and shall be under no obligation to, investigate any potential claims or to undertake the conduct of any proceedings in connection with such claims but will be free to leave the conduct of such proceedings wholly with **you**.

12.3.3 If **we** do transfer the conduct of proceeding to **you** **we** will clearly set out the conditions as regards the payment of costs and **your** freedom to commit **us** to any settlement by compromise or otherwise. Providing **you** settle within these conditions **your** cover will operate as normal.

12.3.4 **We** may at any time pay the **limit of indemnity** (after deduction of any sums already paid) or such lesser sum for which the claim can be settled and will relinquish the conduct and control of the claim and be under no further liability except (where payable under the relevant **section**) for payment of **defence costs** incurred prior to the date of payment.

12.3.5 After initial notice or submission of an incident or claim, any medical examiner appointed by **us** will be allowed, so often as may be deemed necessary to conduct an examination of the **student**; and in the event of **accidental** death of the **student** to conduct an autopsy if legally permitted.

12.4 Subrogation

12.4.1 For each and every claim **you** or any person acting on **your** behalf must not waive any rights of recourse or recovery against any other person relating to an occurrence, loss or suit that may give rise to a claim under this insurance.

12.4.2 At **our** request and expense **you** will do and permit to be done all such acts and things as may be necessary or reasonably required by **us** for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties.

13 General terms and conditions

13.1 Applicable law

You and **we** are free to choose the law and jurisdiction to settle any dispute as regards the interpretation of this **policy**. Since **we** are established in England this **policy** will be governed by and interpreted in accordance with the laws of England and subject to the exclusive jurisdiction of the English courts.

13.2 Basis of contract

Any reference to 'basis of the contract' in this policy or in the proposal form (if any) is of no effect.

13.3 Assignment

If **you** agree to transfer **your** rights under this **policy** to another person, **your** transfer will not bind **us** unless and until **you** obtain **our** written consent.

13.4 Cancellation

13.4.1 **Your** cancellation rights:

In addition to **your** statutory right of cancellation under the 'Cooling off period' clause in the 'Our agreement in general' section, **you** may cancel the entire **policy** at any time by email or letter. Upon receipt of **your** notice of cancellation:

- a) providing **you** have not travelled and no claim has been made for the period for which insurance cover was provided; and
- b) providing **you** have paid the premium;
you will be entitled to a pro rata refund of premium;

To cancel this **policy**, please write to the broker at the registered address or email shown in the **schedule**.

13.4.2 **Our** cancellation rights

We may cancel this **policy** by giving thirty (30) days' notice by recorded delivery to **your** last known address. In this case **you** will be entitled to a pro-rata return of the **premium** paid.

13.5 Contract (Rights of Third Parties) Act 1999

This insurance does not confer or create any right enforceable under the Contracts (Rights of Third Parties) Act 1999 or any amending or subsequent legislation, by any person who is not named as the **student** and both **you** or **we** may amend, cancel or lapse this insurance without giving notice to, or requiring the consent of, any other third party.

13.6 Contribution

If at the time of any claim (except any claim under **Section - Personal accident**) there is any other valid and collectible insurance available to **you** and arranged in **your** name, then the insurance afforded by this **policy** will be in excess of and will not contribute with such other insurance.

13.7 Dispute resolution

13.7.1 All matters in dispute between **you** and **us** arising out of or in connection with this insurance will be referred to a mediator to be agreed by the parties within fourteen (14) working days of any dispute arising under the insurance. If a mediator is not agreed then either party may apply to the Centre for Effective Dispute Resolution ('CEDR') for the appointment of a mediator. The parties agree to share equally the costs of CEDR and of the mediator and that the reference of the dispute to mediation will be conducted in confidence.

13.7.2 Both **you** and **us** agree to perform **our** respective continuing obligations under this insurance, if any, while the dispute is resolved unless the nature of the dispute prevents such continued performance of those obligations.

13.7.3 If any such dispute is not resolved by mediation or the parties cannot agree upon the appointment of a mediator or the form that the mediation will take the dispute will be referred by either party to be determined and be subject to the exclusive jurisdiction of the High Court, London.

13.8 Duty of fair presentation

You must make a fair presentation of the risk (as set out in the Insurance Act 2015 or successor or amending legislation) in proposing for, or proposing to vary, this insurance.

13.9 Duty of fair presentation – remedies for breach - proposing for this insurance

If **you** or anyone acting on **your** behalf breaches **your** duty of fair presentation then **our** remedies shall be as follows:

- 13.9.1 if such breach is deliberate or reckless, **we** may:
- a) treat this **policy** as having been terminated from its inception; and
 - b) retain the premium;
- 13.9.2 if such breach is not deliberate or reckless and **we** would not have entered into this **policy** but for the breach, **we** may by notice to **you** treat this **policy** as having been terminated from its inception in which case **we** shall return the premium; and
- 13.9.3 in all other cases if, but for the said breach, **we** would have entered into this **policy** but:
- a) on different terms (other than terms relating to the premium), **we** may require that this **policy** is treated as if it had been entered into on those different terms from the outset; or
 - b) would have charged a higher premium, **we** may reduce proportionately the amount to be paid on a claim (and, if applicable, the amount already paid on prior claims). In those circumstances, **we** shall pay only X% of what **we** would otherwise have been required to pay, where $X = (\text{premium actually charged/higher premium}) \times 100$.

13.10 Duty of fair presentation– remedies for breach - variation

If **you** or anyone acting on **your** behalf breaches **your** duty of fair presentation in relation to a variation of this **policy**, **our** remedies shall be as follows:

- 13.10.1 if such breach is deliberate or reckless, **we** may:
- a) by notice to **you** treat this **policy** as having been terminated from the time when the variation was concluded; and
 - b) retain the premium;
- 13.10.2 if such breach is not deliberate or reckless, and **we** would not have entered into the variation but for the breach, **we** may treat this **policy** as having been terminated from the time when the variation was concluded, in which case **we** shall return the relevant premium; and
- 13.10.3 in all other cases if, but for the said breach, **we** would have entered into the variation but:
- a) on different terms (other than terms relating to the premium), **we** may require that the variation is treated as if it had been entered into on those different terms from the outset;
 - b) would have increased the premium by more than **we** did or at all, **we** may reduce proportionately the amount to be paid on a claim arising out of events after the variation. In those circumstances, **we** shall pay only X% of what **we** would otherwise have been required to pay, where $X = (\text{premium actually charged/higher premium}) \times 100$; or
 - c) would not have reduced the premium by as much as **we** did or at all, **we** may reduce proportionately the amount to be paid on a claim arising out of events after the variation. In those circumstances, **we** shall pay only X% of what **we** would otherwise have been required to pay, where $X = (\text{premium actually charged/reduced total premium}) \times 100$.

13.11 Fraudulent claims

- 13.11.1 If **you** or anyone acting on **your** behalf makes a fraudulent claim under this **policy**, **we**:
- a) are not liable to pay the claim;
 - b) may recover any part of the claim already paid from **you**; and
 - c) may by notice to **you** treat this **policy** as having been terminated with effect from the time of the first fraudulent act, in which case **we** are not liable to **you** in respect of a relevant event occurring after that time and may retain any premium.
- 13.11.2 These remedies shall not be available against any other entity insured under this **policy** that was not implicated in the fraud.

13.12 Material changes during the policy period

- 13.12.1 **You** must notify **us** within thirty (30) days of any material change to **you** or the risks insured if indemnity under this insurance is sought in relation to any such change.

13.12.2 **We** shall not indemnify **you** for any liability arising out of a material change for which indemnity would otherwise have been available under this insurance unless **we** have provided valid confirmation of cover, whether by an express term of this **policy**, endorsement, written confirmation or otherwise.

13.13 Minimisation of risk

You will take all reasonable steps at its own expense to prevent an insured event arising or continuing including taking all practical steps to recover property that has been stolen.

13.14 Privacy and the Data Protection Act 1998

13.14.1 All personal information (including sensitive personal data such as health details or criminal convictions) provided in connection with this **policy** will be processed in accordance with the Data Protection Act 1998. **You** consent to all personal information so provided being used for the purposes and being disclosed to the parties set out below.

13.14.2 Where personal information is provided about another person, **you** are required to inform that person of **our** identity, and why their personal information will be processed and disclosed. **We** are also required to obtain their written consent to the processing of their personal information in this way and provide, on request, such consent to **us**.

13.14.3 Personal information is used:

- a) to administer the **policy**, including underwriting, renewal information, validation of claims history and claims handling;
- b) for research, analysis, statistic creation, and customer profiling;
- c) for fraud prevention and debt recovery.

13.14.4 Personal information may be disclosed to:

- a) other members of the QBE Insurance Group;
- b) other insurance entities interested in the risk written under this **policy**;
- c) agents and service providers appointed by **us** to carry out activities in connection with this **policy**;
- d) credit reference and fraud databases;
- e) law enforcement and other statutory bodies;
- f) potential purchasers of the whole or part of **our** business.

13.14.5 If false or inaccurate information is provided and fraud is suspected this fact will be recorded and the information will be available to other organisations that have access to the fraud databases.

13.14.6 Personal information may be transferred to third parties in countries outside the European Economic Area which may not have the same standards of protection for personal information as the **United Kingdom**. **We** will ensure that such transfers comply with the data protection law and the personal information is kept securely and protected from unauthorised access.

13.14.7 **We** maintain protections and procedures in the storage and disclosure of personal information to keep it secure and prevent unauthorised access to or loss of such information.

13.14.8 **We** may monitor and record all communications with **you** for compliance and training purposes.

13.14.9 Should **you** wish to see the information held, have any queries in relation to the way such information is used or discover any inaccuracies, **you** should write to the Data Protection Officer at QBE Insurance (Europe) Limited, Plantation Place, 30 Fenchurch Street, London EC3M 3BD.

13.15 Records

We may hold documents relating to this insurance and any claims under it in electronic form and may destroy the originals. An electronic copy of any such document will be admissible in evidence to the same extent as, and carry the same weight as, the original.

14 General definitions

The following words will have the same meaning attached each time they appear in this **policy** in **bold** type face, whether with a capital first letter or not.

Where the context so admits or requires, words importing the singular will include the plural and vice versa and words importing the masculine will import the feminine and the neuter. References to 'a person' will be construed so as to include any individual, company, partnership, or any other legal entity. References to a statute will be construed to include all its amendments or replacements. All headings within the **policy** are included for convenience only and will not form part of this **policy**.

14.1 Accident(al)

Accident(al) will mean a single and unexpected event, which occurs at an identifiable time and place.

14.2 Benefits

Benefits means the sums stated in the Schedule of compensation being the maximum amount payable by **us**.

14.3 Biological

Biological means any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesised toxins) which cause illness and/or death in humans, animals or plants.

14.4 Bodily injury

Bodily injury means death, disease, illness, physical and mental injury of or to an individual but excluding injury to feelings in respect of such injury to any employee.

14.5 Chemical

Chemical means any compound which, when suitably disseminated, produces incapacitating, damaging or lethal effects on people, animals, plants or material property.

14.6 Damage

Damage means loss of, destruction of or damage to tangible property, and loss of use of tangible property that has been lost, destroyed or damaged.

14.7 Defence Costs

Defence costs means:

14.7.1 costs and expenses (other than claimant costs recoverable from **you**) incurred in the investigation, adjustment, appraisal, defence or settlement of a claim under **Section - Personal liability**, including expert, legal, appeal and defence costs;

14.7.2 pre-judgment interest awarded against **you** on that part of any judgment covered under **Section – Personal liability** but where **we** offer to pay the **limit of indemnity** in settlement of a claim or suit, **we** will not pay any pre-judgment interest imposed or earned after the date of such offer;

14.7.3 All interest earned on that part of any judgment within the **limit of indemnity** after entry of the judgment and before **we** have paid, offered to pay, or deposited in court that part of any judgment that is within the applicable **limit of indemnity**;

14.7.4 the cost of attendance in court as a witness at **our** request, payable at the following rates per day on which attendance is required: two hundred and fifty pounds (GBP250);

14.7.5 costs and expenses of legal representation at any coroner's inquest or inquiry in respect of any death which may be the subject of indemnity under **Section - Personal liability**.

14.8 Excess

Excess means the first amount payable by **you** in respect of each and every claim including any **defence costs** under **Section – Personal liability** and any other expenses under the remaining **sections**.

14.9 Geographical region

Geographical region means the region of travel that **you** selected when applying for this insurance, which is stated on the **schedule**.

14.10 Healthcare practitioner

Healthcare practitioner means a qualified licensed member of the medical profession as approved by the governing medical association of the country in which the healthcare practitioner resides who is not the **student** or a member of the **student's** family.

14.11 Hijack

Hijack means the unlawful seizure of, or wrongful taking control of, an aircraft, ship or train in which **you** are travelling.

14.12 Hostage

Hostage means **your** detention by a third party who threatens to kill, injure or continue to detain **you** in order to compel a state, international organisation or person (whether a legal person or a natural person) to do or abstain from doing any act.

14.13 Injury

Injury means a specific injury which:

- 14.13.1 is sustained by **you** during the **period of insurance**, and is caused by an **accident**; and
- 14.13.2 solely and independently of any other cause, causes **your** death, disablement, dental injury and/or permanent facial scarring.

14.14 Kidnap

Kidnap means the seizing, detaining or carrying away of the **student** by a third party by force or fraud without the consent of an **student** and without lawful excuse.

14.15 Kidnap for ransom

Kidnap for ransom means any event or connected series of events of **kidnap** for the purpose of demanding cash, monetary instruments, bullion, or the fair market value of any securities, property or services.

14.16 Laptop computer

Laptop computer means a portable clam shell style device that combines the components and inputs of a desktop computer, including display, speakers, keyboard and pointing device (such as a touchpad or trackpad) into a single device.

14.17 Legal expenses

Legal expenses means:

- 14.17.1 any legal fees, expenses and other amounts reasonably incurred by **you** in connection with any claim or legal proceedings, including costs and expenses of expert witnesses;
- 14.17.2 any costs payable by the **student** following an award of costs by any court or tribunal and any costs payable following an out-of-court settlement made in connection with any claim or legal proceedings; and
- 14.17.3 any legal fees, expenses and other amounts reasonably incurred by an **student** in appealing or resisting an appeal against the judgment of a court tribunal or arbitrator.

14.18 Limit of indemnity

Limit of indemnity means the maximum amount of **our** liability to the **student** arising out of one occurrence and in total during the **period of insurance** including, under **Section - Personal liability, defence costs** regardless of the number of claims or suits brought or organisations bringing claims or suits.

14.19 Loss of limb

Loss of limb means:

- 14.19.1 in the case of a lower limb loss by physical severance at or above the ankle or permanent and total loss of and/or total and irrecoverable loss of use of an entire leg or foot;
- 14.19.2 in the case of an upper limb loss by physical severance of the entire four fingers through or above the meta carpo phalangeal joints or permanent and total loss of and/or total and irrecoverable loss of use of an entire arm or hand.

14.20 Medical expenses

Medical expenses means medical costs reasonably and necessarily incurred by the **student** outside the **United Kingdom** or the **student's permanent place of residence** whilst the **student** is undertaking a **trip**.

14.21 Money

Money means coins, bank or currency notes, banker's drafts, bills of exchange, letters of credit, credit, debit or charge cards, phone cards, postal or money orders, travellers cheques, petrol or other coupons with a monetary value.

14.22 Natural disaster

Natural disaster means any occurrence of forest and wild fire, earthquake, volcano, mudslide, storm, tempest, hurricane, tornado, flood, storm surge or tsunami;

14.23 North America

North America means the United States of America or its territories or possessions or Canada.

14.24 Nuclear chemical biological terrorism

Nuclear chemical biological terrorism means the use of nuclear, **chemical** or **biological** (NCB) agents or devices, regardless of any other cause or event contributing concurrently or in any other sequence to the loss, by any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

14.25 Nuclear hazards

Nuclear hazards means:

14.25.1 ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; and

14.25.2 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

14.26 Operative time

Operative time means the period of time during which an **insured person** is covered by this insurance as stated in the **schedule**.

14.27 Paraplegia

Paraplegia means the permanent and total paralysis of the two lower limbs, bladder and rectum.

14.28 Period of insurance

Period of insurance means the period shown as such on the **schedule**, with times taken as Greenwich Mean Time unless otherwise stated.

14.29 Permanent place of residence

Permanent place of residence means a country in which **you** are resident or shall be resident for a period of nineteen months (19) months or longer.

14.30 Permanent disablement

Permanent disablement means permanent and irrecoverable disablement as listed on the Schedule of Compensation.

14.31 Personal property

Personal property means property owned by **you**.

14.32 Policy

Policy means this document, the **schedule** (including any **schedules** issued in substitution) and any endorsements attaching to this document or the **schedule** that will be considered part of the legal contract and any word or expression in bold type face on any of these documents will bear the specific meaning stated in these definitions.

14.33 Pollution

Pollution means:

14.33.1 the actual, alleged or threatened discharge, seepage, migration, dispersal, release or escape of pollutants at any time;

14.33.2 any cost, expense, claim or **suit** arising out of any request, demand or order as a result of actual, alleged or threatened discharge, seepage, migration, dispersal, release or escape of pollutants at any time that **you** test for, monitor, clean up, remove, contain, treat, detoxify, or neutralise or in any way respond to, or assess the effects of pollutants.

14.34 Premature birth

Premature birth means the birth of a child before thirty seven (37) weeks of gestation, counting from the first day of the last menstrual period.

14.35 Product

Product means any property (including packaging, containers, labels and instructions for use) after it has left **your** custody or control which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by or on **your** behalf.

14.36 Quadriplegia

Quadriplegia means the permanent and total paralysis of the two upper limbs and two lower limbs.

14.37 Recovery

Recovery will mean **you** having made a recovery when **you** are able to **participate** in **your** regular occupation, and perform the major duties thereof, even if you choose not to.

14.38 Repatriation expenses

Repatriation expenses means reasonable travelling expenses incurred for **your** repatriation to the **United Kingdom**, or in the case of death, reasonable funeral expenses and expenses incurred in transporting **your** body or ashes and in making the necessary arrangements. **Your** repatriation shall be deemed necessary if a **healthcare practitioner**:

- a) shall estimate that **you** are likely to be totally disabled in excess of four (4) weeks, and/or;
- b) shall certify that **you** should be repatriated because local facilities are inadequate for the treatment of **your** condition or **your recovery** will be substantially expedited thereby.

14.39 Schedule

Schedule means the document titled schedule that includes **your** name and address, the premium and other variables to this standard **policy** (including endorsement clauses) and is incorporated in this **policy** and accepted by **you**. Schedules may be re-issued from time to time where each successor overrides the earlier document.

14.40 Section

Section means all or any individually lettered sections of this **policy** that forms part of the insurance contract but only if and to the extent stated as 'insured' in the **schedule**.

14.41 Sickness

Sickness means any known physical illness, disease, disorder or ailment which first manifests itself during the **period of insurance** and is diagnosed by a **healthcare practitioner**.

14.42 Total loss of sight

Total loss of sight means an **injury** causing either:

- a) permanent and total loss of sight in both eyes where **your** name has been added to the Register of Blind Persons on the authority of a qualified ophthalmic specialist; or
- b) permanent and total loss of sight in one eye, if the degree of sight remaining after correction is 3/60 or less of the Snellen Scale (seeing at three (3) feet what **you** should see at sixty (60) feet), which lasts twelve (12) calendar months from the date of **accident** or loss of sight (if later) and at the expiry of that period being beyond hope of improvement.

14.43 Total loss of speech

Total loss of speech means an **injury** causing permanent and total loss of speech which lasts twelve (12) calendar months from the date of **accident** or loss of speech (if later) and at the expiry of that period being beyond hope of improvement.

14.44 Total loss of hearing

Total loss of hearing means an **injury** causing permanent and total loss of hearing which lasts twelve (12) calendar months from the date of **accident** or loss of hearing and at the expiry of that period being beyond hope of improvement.

14.45 Trip

Trip means any trip outside of the **United Kingdom** and/or **permanent place of residence** undertaken by **you** which commences during the **period of insurance** and is planned to last no longer than eighteen (18) months. Cover will start from time of **you** leaving home and continue until **your** arrival back at home or the expiry of the **period of insurance**, whichever occurs first.

14.46 Tuition fees

Tuition fees means any fee charged to **you** by a higher educational institution except accommodation fees.

14.47 United Kingdom

United Kingdom means Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.

14.48 War

War means war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, revolution, rebellion, insurrection, uprising, military or usurped power, nationalisation, requisition, sequestration or confiscation by order of any public authority or government de jure or de facto or martial law but not including **nuclear chemical biological terrorism**.

14.49 We, our, us, insurer

We, our, us, insurer means the party specified as insurer in the **schedule** and any other subscribing insurers.

14.50 You, your, student

You, your, student means the person aged nineteen (19) years and above, up the maximum age of thirty five (35) years, and enrolled in a higher education institution within the **United Kingdom**, at inception of the **period of insurance** specified in the **schedule** as being a student. Cover applies until the end of the **period of insurance** in which the student attains the age of thirty six (36) years.

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