

Language school policy

ENDSLEIGH

independent insurance for career people

PLEASE READ THIS POLICY CAREFULLY IMMEDIATELY IT IS RECEIVED TO ENSURE THAT IT MEETS YOUR REQUIREMENTS

The definitions section should be referred to for interpretation of certain words.
understanding your insurance

'Cooling Off' Cancellation Rights

You are entitled to a 14 day cooling off cancellation period from the time You receive Your Policy documents. Within this period You can cancel Your Policy without incurring an administration fee. We will refund Your premium less a charge for the time You have been insured, unless Your Policy has been terminated following a claim, in which case no refund will be due.

This Policy Explained

Your Endsleigh Travel Insurance Policy is made up of the Policy Summary, Your Schedule and this Policy. Your Schedule shows the start and end dates of Your cover, the premium You have paid and any special terms which may apply to Your cover. This Policy Book tells You exactly what is and what is not covered and lays out all the conditions You must comply with in order to make a claim.

Your Insurer

Inter Partner Assistance Irish Branch of 10/11 Mary Street, Dublin 1, Ireland has underwritten Your policy. Inter Partner Assistance Irish Branch is authorised and regulated by the Irish Financial Services Regulatory Authority. Their registered number at the IFSRA is NL159. This can be checked on the IFSRA's register by visiting the IFSRA's website at www.ifsra.ie. Endsleigh Insurance Services Ltd will act as an agent for Inter Partner Assistance Irish Branch when holding monies owing to this Insurer paid by You (premium) and when holding monies owing to You paid by this Insurer (such as Claims and Cancellations).

Your Contract of Insurance

Your Travel Insurance Policy is governed by English law. English law will also apply prior to the conclusion of your contract of insurance. Your contract of insurance and all communications before and during your contract of insurance will be provided in English. We insure You for the period shown in the Schedule in return for payment of the premium. You should pay particular attention to the General Conditions and General Exclusions. The Legal Expenses Section has its own additional conditions which apply together with the General Conditions.

You must tell Us immediately if any of the information given to Us on the proposal form changes, as failure to do so may invalidate this cover.

How to make a Complaint

If You wish to register a complaint You can contact Us:-
by telephone 0800 085 8698

by post Customer Liaison Department, Endsleigh Insurance Services Ltd.,
Shurdington Road, Cheltenham Spa, GL51 4UE

If You cannot settle Your complaint with Us You may be entitled to refer it to the Financial Ombudsman Service at the following address:-

The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR

THE INSURERS RESERVE THE RIGHT TO DECLINE PROPOSALS FOR FURTHER COVER:

Reciprocal health agreement – United Kingdom passport holders travelling to EU countries are strongly advised to obtain an EHIC – A European Health Insurance Card. This entitles You to reduced-cost, sometimes free, medical treatment that becomes necessary while You are in a European Economic Area (EEA) country or Switzerland. The EHIC is normally valid for three to five years and covers any medical treatment that becomes necessary during Your Trip, because of either illness or accident. You can apply for an EHIC online, by 'phone or by post. For further information visit the Department of Health web site at www.dh.gov.uk or telephone 0845 606 2030. To apply by post, pick up the EHIC form and pre-addressed envelope from the Post Office.

summary of cover

section	maximum sum insured
1 medical expenses	
A – All Medical Emergencies	£2,000,000
B – Repatriation Costs	£3,000
C – Emergency Dental Treatment	£250
D – Getting someone out to you	£3,000
E – Funeral Costs in the UK	£3,000
2 personal accident and injury benefit	
Permanent total disablement	£30,000
3 personal belongings and documents	
A – Personal Possessions and Luggage	£1,000
i) Cash limit	£50
ii) Other money	£500
iii) Single article limit	£200
iv) Valuables (total)	£250
B – Passports, Tickets and Passes	£100
4 cancelling your trip or cutting it short	
A – Cancellation or Curtailment of Your Trip	£3,000
B – Cutting Your Trip Short	£3,000
C – Missed departure (cover includes first inward trip if policy purchased prior to departure)	£250
5 personal liability	£1,000,000
6 legal expenses	£10,000
7 course fees	
Reimbursement of prepaid course fees or cancellation charges	£5,000

how to make a claim

A. What to do in a Medical Emergency

- Make sure You have Your Policy number with You, this is recorded on the top of Your Schedule.
- Please have available the name, address and telephone number of the hospital or attending Medical Practitioner.
- Please have available the name and number of anyone You would like Us to contact in the UK.
- Contact Our 24 hour medical helpline, AXA Assistance on +44 (0) 845 271 4472 or +44 (0) 203 060 9671, and state that You are insured with Endsleigh Insurance Services Limited.
- Medical claim forms may be completed by You, the Medical Practitioner who has treated You, or the Hospital at which You received treatment and will be provided by the Endsleigh Claims Service.

This helpline is provided to offer help and advice for Medical Incidents only – please do not use this for Luggage or minor claims.

AXA Assistance aim to provide any help necessary with Your medical problem, such as arranging hospital treatment, providing assurance of payment to hospitals and monitoring long term treatment.

B. Other Claims

- Read the General Conditions and Exclusions to make sure You comply with the Policy before claiming.
- Ensure that You have obtained everything You need to make a claim from the list entitled "What Endsleigh need from You" below.
- Legal expenses claims only, contact:- AXA Assistance, The Quadrangle, 106 – 118 Station Road, Redhill, Surrey RH1 1PR Telephone: +44(0) 870 350 5716
- All other claims, contact:- Endsleigh Insurance Services Ltd., P.O. Box 432, Cheltenham Spa, Glos GL50 3YD Tel. +44(0) 870 241 3070 Fax. +44(0) 1242 866 957 Email travel.claims@endsleigh.co.uk

C. What Endsleigh Need from You

We need certain information from You before We can make any claims payments. All claims should be supported by:-

- Full details of the circumstances leading up to and resulting in the event giving rise to a claim.
- Receipts, bills, valuations or repair estimates as appropriate for claims for luggage, travel documents, or medical expenses.
- Police Reports in support of claims for theft or loss, incidents must be reported to the police within 24 hours.
- Irregularity reports from carriers where baggage is lost together with flight tickets and baggage tags.
- Repatriation claims will need to be supported by a medical certificate with reasons why repatriation was necessary.
- Curtailment claims must also be supported by documented proof for the reason why the Trip has had to be cut short.
- Booking invoice/receipts, Cancellation invoice and medical certificate in support of Cancellation claims.
- Full details of Accident, injury or illness and early prognosis for personal Accident claims.
- Written confirmation of when and how delay occurred from the carrier/tour operator together with receipts or accounts of expenses incurred where claims are made for Public Transport service interruption.

Although everything possible will be done to deal with a claim without further correspondence, the claims department reserve the right on behalf of the Insurers to request further information or completion of a more appropriate claim form where necessary.

definitions

These words are defined for Your understanding and always have the same meaning. Wherever they appear in the Policy, they will have an initial capital letter to remind You of their importance.

Accident

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

Air Rage

The act of an individual committing a crime whilst on board the aircraft which results in the perpetrator being handed to and detained by local police or equivalent authorities on the landing of the aircraft.

AXA Assistance

Our appointed Emergency Assistance Company who You contact in the event of a Medical Emergency, see "What to do in a Medical Emergency".

Cancellation

Where Your Trip arrangements are cancelled prior to travel.

Dangerous Sports

Sports in this category are not covered (see below).

Sports with cover limitations

The following sports are only covered when undertaken on an occasional basis – not where the sport is the sole purpose of the trip.

american football, archery, *ballooning, *bunjee jumping, football, *gliding, *hang gliding, high diving (platform only), hockey (field only), horse riding, jetskiing, marathon/triathlon, martial arts, *microlighting, *parachuting, *paragliding, *parasailing, *pot-holing & caving (as part of a group only), powerboating as a passenger, rugby, *skiing & snow boarding (on piste only), *sky diving, water skiing, white water boating/rafting, white water canoeing/kayaking, yachting – in territorial waters

*Sports marked with an asterisk have no cover under Section 3 – Personal Accident & Injury Benefit

What is not covered – Dangerous Sports

Competitions and Professional sports of any kind. (The Activity Travel policy can cover amateur competitions).

base jumping, big foot skiing, bobsleigh/skeleton/luge, bouldering, canyoning, cliff diving, expeditions or trekking, flying aircraft, free climbing, glacier crossing, heliskiing, hunting or shooting of any kind, ice hockey, motor rallying, mountaineering/ice caving, off piste skiing, outdoor rock climbing, overlanding, polo, safaris using guns, scuba diving over 30m, ski acrobatics, ski jumping, ski stunting, snow mobiles/skidoos, snow shoeing, solo pot holing, solo rock climbing, solo sea sailing, speed skating, tobogganing, yachting – out of territorial waters

Europe

This means countries who are member states of the European Union, countries bordering the Mediterranean, Baltic and Black Seas and the Commonwealth of Independent States as far east as the Ural Mountains.

Forcible and Violent Entry

That which is evidenced by visible damage to the fabric of the building at the point of entry.

Home

Your normal place of residence.

Medical Practitioner

A registered practising member of the medical profession who is not related to You or any person travelling with You.

Money

Coins or bank notes in current circulation, cheques, travellers cheques, gift vouchers, postal orders.

Period of Insurance

The period of time for which You are covered by this insurance as stated on Your Schedule. Cover for Cancellation of Your course begins from the date issue of the Policy and expires upon commencement of the inbound journey to the United Kingdom. Remaining cover sections start when You begin the first leg of Your inbound journey to the United Kingdom and cease when You complete the final leg of Your return journey to Your Home Country.

Personal Possessions

Your clothing, carrying cases and containers, and all personal belongings taken with You or bought whilst You are resident in the UK.

Public Transport

Any fare paying passenger on the following regular scheduled forms of transport: Train, Coach, Taxi, Bus, Aircraft, Sea Vessel.

Policy

This comprises Your Schedule, Your Travel Insurance Policy and any Endorsements

Relative

Parent, sister, brother, partner, daughter, son, grandchild, step-parent, step-child, step-brother, step-sister, parent-in-law, son-in-law, daughter-in-law.

Resident

Means staying overnight in the Term Time Address.

Risk Address

The room or rooms normally occupied by You during Your period of study.

Schedule

The document detailing the sections of Your Travel Insurance Policy which are operative in Your case, Your sums insured for each category and any special terms and conditions which may apply to Your Policy.

Sporting Activities

You are covered for most Sporting Activities, Your Schedule shows which sports You are not covered for and those which have cover limitations imposed.

Sum Insured

Each section of cover has a corresponding Sum Insured, this is the maximum amount We will pay for a claim under that section.

Term Time Address

The room or rooms You occupy during Your College Term Time.

Total Permanent Disablement

Where disablement entirely prevents You from attending to business or occupation of any and every kind, and which exists for 12 months and is beyond hope of reasonable improvement.

Travel Documents

Passports, pre-booked tickets on Public Transport, tickets for pre-booked excursions and Trips, ski passes, admission tickets, student rail/coach cards, phone cards, green cards all belonging to You.

Trip

Your travel during the Period of Insurance.

UK

Means United Kingdom – England, Wales, Scotland, Northern Ireland and the Channel Islands. Cover under this Policy will be automatically extended to include:-

- Your inward and outward direct Trips Home
- a Trip to Europe if it is a required part of Your study course

Unoccupied

Where neither You nor a fellow tenant are Resident in the Term Time Address for 4 consecutive days or more immediately prior to a loss being discovered.

Valuables

Furs, watches, telescopes, binoculars, audio and video and photographic and computer equipment, precious metals and stones or items made from precious metals and stones, jewellery, musical instruments, CDs, DVD's, palm tops, sunglasses, sports equipment, and tools.

We/Us/Our/the Insurer

Inter Partner Assistance Irish Branch and/or Endsleigh acting on its behalf.

You/Your/the Insured

You and any person named on the Schedule or all members of Your party if this Policy is covering a group.

general conditions applying to every section of this policy

Please read these Conditions carefully as Cover is only operative if they are fulfilled.

1. General Terms

- Each person insured by the Policy shall be deemed to be insured as an individual and personally subject to the terms, conditions and exclusions of this Policy.
- Alteration to the terms, conditions and exclusions of this insurance are not valid unless confirmed in writing by Us or the agent who issued the Policy.

- If You claim under more than one Endsleigh Travel Policy, We shall not pay more in total than the Sum Insured stated for any cover section
- Our liability to make any payment under this Policy will be conditional upon compliance with the terms and conditions of the Policy by You.

2. Reasonable Care

You must take all reasonable steps to

- prevent accidents, illness, loss or damage or liability.
- get back any lost or stolen articles and You must help the authorities in their efforts to catch and prosecute the person guilty of the crime.

3. Claims Procedure

a) On discovery of any event which may give rise to a claim You must notify Us within 28 days;

b) You must supply to Us at Your own expense, all proofs, evidence or other information as might be reasonably required, refer to the "How to make a claim" section for further details.

c) i) You must notify AXA Assistance before arranging any repatriation, air ambulance or similar service arrangements which is intended to be the subject of a claim.

ii) In the event that repatriation is necessary You must supply a doctor's certificate confirming the necessity of returning Home in support of any claim for curtailment for any medical reason as detailed under Section 1 – Medical Expenses.

iii) We reserve the right to repatriate You if You are seriously sick or injured to Your Home at any time, providing this does not go against medical advice.

Failure to comply with this condition could result in immediate cancellation of cover.

d) Upon payment of any claim under this Policy for total loss or damage to any property, the property concerned shall belong to Us except that You may reclaim it upon repayment to Us of the amount paid under the Policy.

e) For any claims as a result of a crime, the Police must be advised within 24 hours of the incident.

f) We will have the right to take over and conduct in Your name the defence or settlement or recovery of any claim, or to prosecute in Your name but for Our own benefit any claim. We shall also have full discretion in the conduct of any proceedings and in the settlement or recovery of any claim, and You must give Us all the assistance We may reasonably require.

4. Fraudulent Claims

If any claim under this Policy is in any way fraudulent, or if any fraudulent means or device is used by You or by any person acting on Your behalf to obtain any benefit under this Policy, We will not pay any part of the claim and all cover provided by this Policy will be forfeited.

5. Alternative Transport

Where the intended method of travel and/or route is unavailable, You must take suitable steps to travel by the most reasonable alternative method or route, and accept any alternative method of travel and/or route provided by Your travel agent, tour operator or carrier.

6. Our Entitlements

a) You shall reimburse Us within 1 month of the expiry of the Period of Insurance any expenses not covered by this Policy which are incurred on Your behalf.

b) If We are obliged by the law of any territory to make payment for which We would not otherwise be liable under this Policy, then You must repay such amounts to Us within 1 month of the expiry of the Period of Insurance.

7. Co-Insurance

If any other insurance covers the same loss, damage or liability, this Policy will not pay any amount covered by such insurance. This will not apply in the event of claims under Section 3 except as described by General Condition 1C.

8. Cancellation of Your Policy

a) Where You have returned Home early and terminated the travel arrangements envisaged when Cover was arranged, You shall be entitled to a pro rata refund of premium less an administration fee of £20.00.

b) Where a claim arises no refund of premium will be possible under any circumstances.

c) We may cancel this Policy by giving 7 days notice by Post Office Recorded Delivery to Your last known address, in which case You will be entitled to a pro rata refund of Your premium.

9. Arbitration

If any difference shall arise as to the amount to be paid under this Policy, liability having been admitted, both parties can be referred to an Arbitrator. Settlement of this payment must be finalised before any action may be taken against us.

exclusions applying to every section of this policy

We will not cover the following:-

1. Normal Expenses

Any expenses which You would have incurred in the normal course of Your Trip except under Section 4 – Cancelling Your Trip or Cutting it Short.

2. Anticipated Events

Any claim resulting from circumstances which could reasonably have been anticipated by You at the date of issue of this Policy.

3. Radiation Damage

Any claim or expense of any kind caused directly or indirectly from

- ionising radiation or radioactive contamination from any nuclear fuel or nuclear waste created from the burning of nuclear fuels.
- the radioactive, toxic, explosive or other hazardous properties of nuclear machinery or any part of it.

4. War Risks, Terrorism, Riot and Civil Commotion

This Policy does not cover death, bodily injury, loss, damage, cost or expense of whatever nature or any consequence resulting directly or indirectly from or in connection with:-

- war, invasion, act of foreign enemy hostilities or a warlike operation or operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, coup, riot or civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.
- any act of terrorism regardless of any other cause or event contributing at the same time or in any other sequence to the loss.
Terrorism is defined as any act or acts including but not limited to
i) the use or threat of force and/or violence; and/or
ii) harm or damage to life or to property (or the threat of such harm or damage) caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political, religious, ideological or similar purposes.
- any action taken in controlling preventing suppressing or in any way relating to (a) or (b) above.

5. Sonic Bangs

Any claim or expense of any kind caused directly or indirectly from pressure waves caused by aircraft or other flying objects moving at or above the speed of sound.

6.HIV and AIDS

Any loss, injury, illness, death, Cancellation, change of plan, delay, expense, or liability directly or indirectly caused by Human Immunodeficiency Virus (HIV) or any HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or any mutant derivative or variations thereof however caused.

7.Liability

Any liability arising from any goods, service, advice, or arrangements supplied by any agent acting on Our behalf.

8.Consequential Loss

Any loss which would not have occurred if the incident for which You are claiming had not happened unless it is specifically mentioned in the Policy.

9.Self Inflicted Injury/Suicide

Any claim or expense arising from Your suicide, attempted suicide, insanity, intentional self injury, alcohol, drug or solvent abuse or any wilful act of self exposure to needless peril (except in an attempt to save human life).

10.Date Exclusion

We will not cover You for any loss, injury, damage, illness, death or legal liability arising directly or indirectly from or consisting of the following: the failure or fear of failure or inability of any equipment or any computer program, whether or not You own it, to recognise or to correctly interpret or process any date as its true calendar date, or to continue to function correctly beyond that date.

cover conditions and exclusions

Section 1 – Medical Expenses

What is covered

A Medical Expenses

We will pay up to the amount stated in the Schedule for the following necessary and reasonable costs sustained as a result of illness, injury or death during the Period of Insurance.

- emergency medical, surgical and hospital treatment including air ambulance.
- hospital and nursing home charges incurred in the UK.
- any disability or medical condition for which You received treatment or were diagnosed with more than 12 months prior to arranging cover and which You have effective control of through regular drug treatment.
- severe allergic reactions requiring emergency medical treatment.
- in the event of Your death We will pay for repatriation of Your body or ashes to the country in which You normally reside.

B Repatriation Costs

We will pay up to the amount stated on Your Schedule for the following necessary and reasonable costs incurred by You where it is necessary for You to return Home early as a result of illness or injury during the Period of Insurance:-

- a) You to return Home early following sudden and unanticipated serious illness, injury or death of Your husband, wife, parent, parent-in-law, child, brother, sister or fiancé during the Period of Insurance.
- b) repatriation expenses (including air ambulance or the special use of air transport) to return You to the country in which You normally reside provided it is medically necessary and the arrangements are authorised beforehand and made by AXA Assistance.

We will not pay any costs unless the need for You to return Home is confirmed in writing by a qualified Medical Practitioner within 7 days of Your return.

C Emergency Dental Treatment

We will pay up to the amount stated in the Schedule for emergency dental treatment for the immediate relief of pain.

D Getting someone out to You

We will pay up to the amount stated in the Schedule for reasonable extra travelling and accommodation expenses for a close friend or Relative who on medical advice must travel to stay with You or accompany You Home. AXA Assistance must authorise this beforehand.

E Funeral Costs in the UK

We will pay up to the amount stated in the Schedule for the cost of a funeral for You in the United Kingdom or the cost of transport Home of Your body or ashes.

What is not covered

Any medical expenses You have to pay as a result of the following:-

- Dangerous Sports.
- pregnancy or childbirth.
- mental or nervous illness, anxiety, or sexually transmissible conditions.
- surgery or medical treatment which in the opinion of a Medical Practitioner could be reasonably delayed until Your return Home.
- cosmetic surgery.
- expenses for any drugs or medication which You know You will need at the start of Your Trip.
- medical or related expense arising more than 12 months after the occurrence of the injury or illness to which the claim relates.
- any medical or related expenses You incur after Your return Home.
- expense arising from illness or injury if You were 66 years old or over.
- expense arising from illness or injury if You travelled against the advice of a Medical Practitioner.
- any dental treatment unless for the immediate relief of pain.
- any extra costs from You arranging a single or private room accommodation at a hospital, clinic or nursing home, except where this is medically necessary.
- any chiropractic treatment, osteopathy, or vaccinations.
- any vaccinations and optical prescriptions.
- any physiotherapy unless Your Medical Practitioner provides You with a letter of referral.
- any more than £150 for physiotherapy costs.
- any claim arising on a Trip which is specifically to obtain Medical Treatment in another country.
- any claim relating to a medical condition for which You received treatment in the last 12 months prior to arranging cover.
- the cost of any repatriation arrangements not authorised by AXA Assistance.
- any cost incurred in returning to the UK following recovery.
- any medical or related expenses in the country where You normally reside.
- treatment in a private hospital if it is practical and medically advisable that treatment can be provided in a ward of a public hospital.
- any medical expense where You are entitled to NHS benefits.
- any disability or medical condition for which You received treatment or were diagnosed with in the 12 months prior to arranging cover.
- hospitalisation or treatment of any kind which You could reasonably have anticipated at the time of arranging cover.

- outpatient treatment.
- any drugs You need on a regular basis to control any disability or medical condition.
- ongoing regular therapy or treatment of any kind.
- the first £40 of each claim.
- taxi fares except where the taxi is used as an ambulance.

Section 2 – Personal Accident and Injury Benefit

What is covered

We will pay You or Your executors the following percentage of the maximum limit shown in Your Schedule, if You are involved in an Accident which causes You injury and You become permanently disabled or You die because of that injury.

- a) Permanent Total Disablement 100%
- b) Accidental death 25%
- c) Loss of limbs or loss of use of limbs:-

Arm	60%	Thumb	7.5%
Leg	60%	Fingers	7%
Hand	50%	Toes	3%
Foot	40%		
- d) Loss of vision:-

One eye	20%	Both eyes	80%
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- e) Loss of hearing:-

One Ear	15%	Both Ears	50%
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The maximum payable for combined disabilities is 100% of the limit stated in the Schedule. For loss of use, other than by severance, no payment will be made until the loss of use has lasted for two years from the date of the injury, and at the end of that time is beyond improvement.

Where partial permanent loss arises, a proportionate payment will be calculated based upon an independent medical examination.

Severance of a hand or foot must be above the wrist or ankle.

What is not covered

- cover does not apply to any person who is 66 years old or over when the incident giving rise to a claim occurred.
- each specified benefit is reduced by 50% for any person aged 15 years or less when the incident giving rise to a claim occurred.
- cover does not apply where the incident giving rise to a claim is directly or indirectly connected with:-
 - a) Dangerous Sports specifically excluded as defined in Your Schedule.
 - b) pregnancy or childbirth.
 - c) mental or nervous illness, anxiety, or sexually transmissible conditions.
 - d) any disability or medical condition for which You received treatment or were diagnosed with in the 12 months prior to arranging cover.
- where the incident giving rise to a claim occurred when You travelled against the advice of a Medical Practitioner.

Section 3 – Personal Possessions and Luggage

What is covered

A Personal Possessions and Luggage

We will pay up to the amounts stated in the Schedule for theft, accidental loss of or damage to Your Personal Possessions including Valuables during the Period of Insurance.

We will repair or replace Your Personal Possessions or at Our option give a cash settlement, having made a deduction for wear, tear and depreciation.

B Passports, Tickets and Passes

We will pay up to the amounts stated in the Schedule for theft, accidental loss of or damage to Your Travel Documents, together with reasonable costs incurred in obtaining replacements.

What is not covered

- the first £40 of each and every claim.
- contact or corneal lenses, dentures, hearing aids, pedal cycles, glass, china or antiques, pictures, firearms or weapons of any description, sculptures, household goods or equipment, samples or merchandise or any equipment associated with a business or profession, any documents unless covered under Travel Documents.
- theft from a private motor vehicle or motor cycle, unless from a locked boot or glove compartment and evidenced by Forcible and Violent Entry, this cover does not extend to Valuables.
- theft of Valuables whilst left unattended by You in any place with public access.
- breakage or damage to items of a fragile nature, other than photographic or telescopic lenses.
- sports equipment whilst in use.
- any loss not reported to the Police within 24 hours of discovery of that loss and for which You do not get a written report.
- any items entrusted to You.
- any items left by You in the custody of another person.
- theft of Money unless from Your Risk Address following Forcible and Violent Entry.
- wear, tear, depreciation, moth, vermin, mechanical or electrical breakdown, any process of cleaning, restoration or alteration, atmospheric or climatic conditions or any gradually operating cause.
- motor vehicles and their accessories, watercraft and their accessories, caravans and trailers.

Section 4 Cancelling Your Trip or Cutting it Short

What is Covered

A Cancelling Your Trip

We will pay up to the amount shown in the Schedule for any non-refundable costs including Your deposit and any outstanding payments remaining on Your Trip which You are contracted to pay and are unable to use. We will also pay for any unused travel, accommodation and transport which has been paid for in advance, and any pre-paid trips or ski passes if You have to cancel Your Trip as a result of one of the following:-

- death, serious injury or serious illness of You, or a personal friend with whom You were to travel or intended to stay.
- death, serious injury or serious illness of a Relative.
- compulsory quarantine, jury service, witness summons, of You, a Relative, a personal friend whom You were to travel or stay with, providing their appearance is required during the Period of Insurance.
- hijack of the aircraft You are or should be travelling on.

B Cutting Your Trip Short

We will pay up to the amount shown on Your Schedule for:-

- The cost of the part of the Trip You have not used if You cannot reclaim these costs from any other source. This will be calculated on a pro rata basis for each day after You notify Us of Your claim.

- Any reasonable extra costs for transport or accommodation You have to pay to return Home.
If You have to cut Your Trip short as a direct result of one of the following:-
- a) Death, serious injury or serious illness of You, or a personal friend whom You were travelling or staying with.
- b) Death, serious injury or serious illness of You or a Relative.

C Missed the boat/plane/cross channel train

We will pay up to the amount stated in Your Schedule for extra transport and accommodation charges to allow You to reach Your first inward destination in the UK if You arrive at the port or airport too late because:-

- a) The Public Transport on which You are travelling is affected by a strike, industrial action, or breaks down.
- b) A private vehicle in which You are travelling is damaged in an Accident or breaks down.
- c) Adverse weather stops Your chosen method of transport (provided You allowed enough time at the start of the journey).

What is not covered

The following exclusions apply to the whole of Section 4

- the first £40 of each claim.
- You travelling against the advice of a Medical Practitioner.
- You travelling to get medical treatment abroad.
- pregnancy or childbirth.
- any disability or medical condition for which You received treatment or were diagnosed with in the 12 months prior to arranging cover.
- You failing to have the required Travel Documents.
- industrial strikes or action which were expected or known about on or before the date You booked Your Trip.
- any claim arising from the operation of law.
- You failing to allow sufficient time to reach Your departure point from Your Home in time.
- circumstances You knew about when You began the insurance and You expected would mean You would have to cancel or cut short Your travel.
- any claim arising from Dangerous Sports.
- a private vehicle breaking down, where the vehicle was in an unroadworthy or poor mechanical condition due to neglect.
- any extra costs incurred as a result of You not telling the travel company as soon as You know You have to cancel Your Trip.
- any claim arising from mental or nervous illness or anxiety.

Section 5 – Personal Liability

What is covered

We will pay up to the amount shown on the Schedule for damages or legal costs You are liable to pay to others as a result of You causing

- a) accidental injury or death to anyone
- b) accidental loss or damage to property whilst in the course of private pursuits during Your Trip.

You must not admit liability or make any promise of payment without Our consent.

What is not covered

We will not pay for any liability arising from

- death, disease, illness or injury to a Relative or an employee or Your travelling companion.
- the transmission of any communicable disease by You or any person.
- loss or damage to Your property or that of a Relative, employee or travelling companion or any property in Your custody or control.
- any profession, trade, business, employment or practical work in relation to study of You or a Relative.
- any deliberate act or omission by You.
- ownership or occupation of any land or buildings.
- Dangerous Sports.
- ownership, custody, control or use of any
 - animals
 - firearms/weapons
 - horse drawn, motorised or mechanically propelled or towed vehicles other than a wheelchair.
 - hovercraft, jetski, watercraft, or aircraft unless You are travelling as a farepaying passenger in a fully licensed, multi-engined, passenger carrying aircraft.
- any agreement entered into by You or to which You are a party, except where You would have incurred the liability even if the agreement had not existed.

Section 6 – Legal Expenses

The meanings of key words used in this section are in addition to those defined in the definitions section:-

Appointed Representative

The lawyer or other suitably qualified person who has been appointed to act for You in accordance with the terms of this section.

Costs and Expenses

All reasonable and necessary costs chargeable by the Appointed Representative on a standard basis. Also the costs incurred by the opponents if You have been ordered to pay them.

Date of Occurrence

The Date of Occurrence is the date of the event which may give rise to a claim. If there is more than one event arising at the same time or from the same cause, the Date of Occurrence is the date of the first of these events.

What is covered

We will pay up to the amount shown in Your Schedule for Costs and Expenses if You have to

- a) claim compensation, or damages from anyone following Your death or bodily injury, or
- b) appeal against the decision of the Court.

provided that the following conditions have been met:-

- the Date of Occurrence of the incident giving rise to a claim is during the Period of Insurance.
- You must have told Us about the claim within 180 days of the incident.
- all claims must offer reasonable prospects for success, if We decide during the course of the claim that the outcome is likely to be unsuccessful, then We can stop proceedings.

What is not covered

- any claim not reported to Us within 180 days of the incident.
- claims arising from Your business, employment, professional activities or any practical work in relation to Your studies.
- damages, fines, compensation or penalties You are ordered to pay by a court or other authority.
- any claim where the estimated amount to be recovered is less than £500.
- any claim related to a Dangerous Sport.
- any deliberate, criminal or malicious act by You.
- any claim where the estimate of Your total legal expenses is greater than the compensation or damages that You are claiming.
- the costs of any claim against Us, Our agents or representatives.
- any illness or bodily injury which happens gradually or is not caused by a sudden or specific Accident.
- any Costs and Expenses incurred before Our written acceptance of a claim.

- an application for judicial review.
- any legal action You take which We or the Appointed Representative have not agreed to, or where You have hindered Us or the appointed Representative.
- defence of Your legal rights, but defence of a counter claim is covered.
- any claim in connection with renting or leasing accommodation.
- any claim in connection with motor vehicles unless You are injured or killed while You are a passenger in a vehicle, when You are hit by a vehicle or are injured in an attempt to avoid a vehicle.
- any claim pursuing the settlement of an insurance policy.
- any claim against written or verbal remarks which You claim damage Your reputation.
- the first £40 of each and every claim.

Legal Expenses Cover is subject to the General Conditions and Exclusions together with some additional Conditions which apply to legal expenses only. These are listed below and You should read them carefully before submitting a claim for legal expenses.

Additional Conditions applying to Section 6 – Legal Expenses

Legal Expenses Cover is subject to the General Conditions and General Exclusions applying to the whole Policy together with the following additional conditions which apply to legal expenses only:-

1. When making a claim You may notify Us of the Appointed Representative whom You wish to act for You and We may accept or refuse the nomination. If We cannot agree with You on an Appointed Representative then the Law Society will be asked to nominate an Appointed Representative and their decision will be final.
2. We must have contact with Your Appointed Representative whenever We need to and access to Your case files if We ask for these. Both You and Your Appointed Representative must co-operate with Us fully and keep Us informed of all developments with the case.
3. You must give all the information and help Your Appointed Representative may need, including a truthful account of all the events related to the claim.
4. a) No agreement to settle will be made without Our prior approval.
b) If You refuse to accept a reasonable offer to settle a claim, We may refuse to pay any further Costs and Expenses.
c) We may decide to pay You the amount of damages that You are claiming for instead of continuing legal proceedings.
5. If You want to appeal, You must give Us Your reasons and get Our written agreement, before lodging the appeal.
6. If for any reason the Appointed Representative refuses to continue acting for You or if You withdraw Your claim from the Appointed Representative then We will not pay any further Costs or Expenses unless We agree on another Appointed Representative to continue with the claim.
7. You must send Us all bills for Your Appointed Representatives expenses as soon as You receive them. You must confirm to Us that any charges You have to pay to Your Appointed Representative are acceptable and that We may pay the bill for You.
8. You will take all reasonable steps to recover from Your opponent Costs and Expenses. You must pay any recovered Costs and Expenses to Your Appointed Representative who must then reimburse Us.
9. You must tell the Appointed Representative to have Costs and Expenses taxed, assessed or audited if We ask for this.
10. a) You must keep to the terms and conditions of this section.
b) You must take all reasonable steps to keep any amount We have to pay as low as possible.
c) You must try to prevent anything happening that may cause a claim.
11. We may at Our discretion require You to obtain at Your expense, an opinion from a barrister chosen by You and Us, as to the merits of a claim or proceedings. If the barristers opinion indicates that there are reasonable grounds for the pursuit or defence of a claim or proceedings, the cost of obtaining the opinion will be paid for by Us.

Section 7 – Course Fees

What is covered

We will pay up to the amount shown on the Schedule for the reimbursement of prepaid College course fees where Your course has to be:

- cancelled or curtailed.
- repeated in whole or in part as a result of:-
- a) serious illness or injury to a Relative making it necessary for You to return to Your parental or marital home or,
- b) serious illness or injury to You which strictly necessitates absence from the course.

What is not covered

We will not Pay:-

- any cost which is recoverable from elsewhere.
- unless the College and Your Medical Practitioner confirm in writing that the course or any part of it needs to be repeated as a direct result of:-
- a) serious illness or injury to a Relative making it necessary for You to return to Your parental or marital home or,
- b) serious illness or injury to You which strictly necessitates absence from the course.
- more than the cost of that proportion of the course missed.
- the first £40 of each claim.
- You travelling against the advice of a Medical Practitioner.
- You travelling to get medical treatment abroad.
- pregnancy or childbirth.
- any disability or medical condition for which You received treatment or were diagnosed with in the 12 months prior to arranging cover.
- any claim arising from Dangerous Sports.
- any claim arising from mental or nervous illness or anxiety.

THE ENDSLEIGH GROUP OF COMPANIES (“ENDSLEIGH, We, Us”) PRIVACY POLICY

It is Endsleigh’s policy to take all necessary steps to ensure that your personal data held is processed fairly and lawfully in accordance with the Data Protection Act 1998 (“the Act”).

We hold personal data relating to you in connection with insurance products and services you have asked Us to provide. Except to the extent We are required or permitted by law, personal data provided to or obtained by Us will be used for the purposes of providing you with the products and services you have requested. It may also be shared within other Endsleigh group companies, (full details of which are available on request), as well as carefully selected third parties who have products and services that We think may be of interest to you. In the process of gathering your details We may collect sensitive information such as about your health or in relation to motoring offences. If you purchase products or services from Us, you will have given Us your consent to use this personal data as detailed in this Privacy Policy. We may wish to contact you from time to time by telephone, e-mail or post about other products and services that may be of interest to you. If at any time you do not wish to receive this information then please write to Endsleigh’s Group Data Protection Officer at: Endsleigh Insurance Services Limited, Shurdington Road, Cheltenham Spa, Glos GL51 4UE. Under the Act, as a data subject, you are granted certain rights. If you would like to know what information We hold about you you can write to Us as above. We may charge you a statutory administration fee to comply with your request.

Should You have any other queries in connection with data protection then please contact Endsleigh’s Group Data Protection Officer as above.