

HOLIDAY TRAVEL INSURANCE

This policy is for residents of the United Kingdom
(including the Channel Islands and the Isle of Man) or the Republic of Ireland only.

**VALID ONLY FOR DEPARTURES BETWEEN
1st OCTOBER 2009 AND 31st DECEMBER 2010**

For clients of

JUST france

arranged by
FOGG TRAVEL INSURANCE SERVICES LIMITED
Crow Hill Drive, Mansfield, Notts. NG19 7AE Tel 01623 631331 Fax 01623 420450
Underwritten by

Tokio Marine Europe Insurance Limited

SUMMARY OF MAXIMUM SUMS INSURED - PER PERSON

Section	Description	Final Invoice Cost	Excess
Section 1	CANCELLATION OR CURTAILMENT	Final Invoice Cost	Excess £50
	LOSS OF DEPOSIT	Deposit Invoice Cost	Excess £15
Section 2	MEDICAL & ADDITIONAL EXPENSES	£5,000,000	Excess £50
	HOSPITAL BENEFIT	£600 @ £15 per day	Nil
Section 3	PERSONAL POSSESSIONS	£2,000	Excess £50
	DELAYED POSSESSIONS	£250	Nil
	PERSONAL MONEY	£500 (Cash £250)	Excess £50
Section 4	LOSS OF PASSPORT	£250	Nil
	PERSONAL ACCIDENT	£25,000*	Nil
Section 5	MISSED DEPARTURE	£800	Nil
Section 6	DEPARTURE DELAY	£100	Nil
	DELAY CANCELLATION	Final Invoice Cost	Excess £50
Section 7	PERSONAL LIABILITY	£2,000,000	Nil
Section 8	LEGAL EXPENSES	£50,000	Nil
Section 9	HOME CARE	£250	Nil

* Death benefit limited to £15,000. Please note reduced sums insured apply to certain age groups.

Please refer to main wording for full terms.

AGE LIMIT

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

IMPORTANT

Please read the whole of this policy before you travel and make sure you understand exactly what is and is not covered.

It is important because it contains information on how we will deal with your claim.

If you have any questions or you want extra cover, please contact your issuing agent immediately.

HOW YOUR POLICY WORKS

Your travel insurance policy is a contract between you and us. We will pay for any claim you make which is covered by this policy and happens during the period of cover. Your policy does not cover all possible events and expenses.

TELLING US ABOUT RELEVANT FACTS

You must tell us before you travel about anything which may affect your cover. If you are not sure whether something is relevant, you must tell us anyway. You should keep a record of any extra information you give us. If you do not tell us about something which may be relevant, your cover may be refused and we may not cover any related claims.

POLICY EXCESS

Under most sections of your policy, you will have to pay an excess. This means that you will be responsible for paying the first part of the claim for each incident. The amount you have to pay is the excess.

'COOLING-OFF' PERIOD

Your right to cancel - if having purchased this insurance you decide that it does not meet your requirements please return all documentation within 14 days of the date of purchase to Inghams and provided that no claim has been made and you have not travelled the premium will be refunded in full. Cancellation by you at any other time will mean you are not entitled to a refund of premium.

PERIOD OF INSURANCE

The cover for cancellation described in section 1 starts from the date your policy is issued and ends at the beginning of the journey. The cover for all other sections starts at the beginning of your journey and finishes at the end of your journey (but it will not be longer than the period for which the premium has been paid).

DOCUMENTS NEEDED TO CLAIM

You may need to get some information about your claim while you are away. Please read the conditions and the individual sections of your policy for more information.

1. A master policy has been arranged by Fogg Travel Insurance Services Limited with Tokio Marine Europe Insurance Limited. This covers each person who has an Insurance premium has been paid for as shown on the confirmation and deposit receipt issued by **JUST FRANCE**.
2. This insurance is provided under the terms and conditions of the master policy. You can get a copy of the policy from Fogg Travel Insurance Services Limited, Crow Hill Drive, Mansfield, Notts. NG19 7AE.
3. The cover provided by the master policy is explained in the rest of this document.

FOREIGN AND COMMONWEALTH OFFICE

This insurance does not provide any cover in respect of any journey to a destination where the Foreign and Commonwealth Office has advised against travel. If you are unsure whether there is a travel warning for your destination, please check with the Foreign and Commonwealth Office (phone 020 7008 1500 or visit their website at www.fco.gov.uk)

EXTENDING THE PERIOD OF COVER

If you or anyone travelling with you cannot finish their journey as planned because they die, fall ill, are injured or there is a delay that cannot be avoided to the public transport system, we will extend your cover free of charge until you can reasonably finish your journey.

GEOGRAPHICAL AREAS

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

PRE-EXISTING MEDICAL CONDITIONS

IT IS A CONDITION THAT:

Where You

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

YOU MUST CONTACT THE MEDICAL HELPLINE PRIOR TO EFFECTING THIS INSURANCE.

COVER FOR THESE CONDITIONS WILL ONLY BE PROVIDED FOLLOWING OUR ACCEPTANCE.

UNLESS REPORTED AND AGREED BY THE MEDICAL HELPLINE IN WRITING THE ABOVE CONDITIONS WILL BE EXCLUDED.

For advice and/or to report your medical condition please contact our Medical Helpline on 01623 635 958 and quote **JUST FRANCE**, together with a fax number to where you have access.

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

MATERIAL FACTS

You must tell us all material facts. If you do not this may result in your claim not being paid. Your duty:

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

If you have any doubt what you need to tell us please contact the Medical Helpline detailed above under Pre-Existing Medical Conditions Section.

RECIPROCAL HEALTH ARRANGEMENTS

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

If you make use of these arrangements or any other world-wide reciprocal health arrangement and your claim under section 2 is reduced, you will not have to pay any excess.

WHAT TO DO IF YOU NEED MEDICAL TREATMENT OR YOU NEED TO BE SENT HOME (REPATRIATED) WHILE YOU ARE ABROAD

See under the headings

'Section 1 - Cancellation or curtailment charges'

'Section 2 - Medical emergency, repatriation and associated expenses'

for more information.

24-HOUR MEDICAL EMERGENCY AND REPATRIATION SERVICE

You can use this service if you are ill or injured outside your home country and Great Britain during your journey.

Fogg Assist provide a 24-hour emergency service 365 days a year. You can contact them by phone, telex or fax. Use the appropriate international dialling code for the United Kingdom followed by:

Fogg Assist Emergency Telephone no. ++ 44 (0) 845 658 9899

Please give Fogg Assist your age and your confirmation and deposit receipt number. Say that you are insured with **JUST FRANCE** by Tokio Marine Europe Insurance Limited.

It is a condition that Fogg Assist will be responsible for all decisions on the most suitable, practical and reasonable solution to any problem.

The service is available if medically necessary and when you have a valid proof of insurance. It includes:

- a guarantee to pay hospital or doctors' fees;
- help in different languages;
- repatriation arrangements to send you home by land, sea or air and if necessary a nurse or doctor to treat you;
- necessary travel arrangements for other members of your party or next-of-kin (if it is covered under this policy); and
- an ambulance service to a hospital or nursing home or your home when you arrive in the United Kingdom or the Republic of Ireland.

WHO TO CONTACT IF YOU NEED TO CLAIM

If you require a claim form (other than for Section 8 Legal Expenses) please visit www.foggtravelinsurance.com and click on claim forms - you can print the relevant claim form required or you can request a claim form quoting **JUST FRANCE** by email claims@foggtravelinsurance.com or alternatively contact:

Fogg Travel Insurance Services Limited

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

You should fill in the form and send it to us as soon as possible together with all the information and documents we ask for.

For Section 8 Legal Expenses claims or enquiries contact:-

DAS Legal Expenses Insurance Company Limited,

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

DEFINITION OF WORDS

Throughout this policy, the words and phrases listed below have the meanings given next to them when printed in bold.

Accident - an unexpected event causing physical bodily injury, resulting in total and permanent loss of sight, total and permanent loss of use of a limb or permanent total disablement or death, within a year of the event.

Costs and expenses - all reasonable and necessary costs chargeable by the representative on a standard basis. DAS will also pay the costs incurred by opponents in civil cases if you have been ordered to pay them, or pays them with DAS's agreement.

Dangerous activity -

- any professional sporting activity;
- any sporting activity except: surface water sports (except white-water canoeing), scuba diving to a depth of 9 metres, golf, fell walking, fishing, parascending (over water), pony trekking, rambling, tennis, badminton, squash, bowls, archery or beach games;
- any kind of racing except racing on foot; or
- winter sports.

You may be able to cover yourself for an activity that is not listed, by contacting your issuing agent. An extra premium may need to be paid.

Date of occurrence - the date of the event which may lead to a claim. If there is more than one event arising at different times from the same cause, the **Date of Occurrence** is the date of the first of these events.

Departure point - the airport, international train station or port where **your** journey from the **United Kingdom** or the Republic of Ireland to **your** destination begins and where the final part of **your** journey back to the **United Kingdom** or the Republic of Ireland begins.

Great Britain - England, Scotland, Wales, Northern Ireland and the Isle of Man.

Home - the place **you** usually live in the **United Kingdom** or the Republic of Ireland.

Home Country - the country where **you** are registered for income tax purposes.

Insured incident - DAS will negotiate for **your** legal rights in a claim against a party who causes the death of, or bodily injury to, **you**.

Journey - a holiday or trip that takes place during the period of insurance which begins when **you** leave **home** and ends when **you** get back **home** or to a hospital or nursing home in the **United Kingdom** or the Republic of Ireland, whichever is earlier. Any other holiday or trip which begins after **you** get back is not covered.

Legal Expenses Insurer - DAS Legal Expenses Insurance Company Limited

Pair or set - a number of items of **personal possessions** that belong together or can be used together.

Personal money - cash, cheques, postal and money orders, current postage stamps, travellers' cheques, coupons or vouchers which have a monetary value, admission tickets and travel tickets, all held for private and not business purposes.

Personal possessions - each of **your** suitcases, trunks and similar containers (including their contents) and articles worn or carried by **you** (including **your** valuables and passport).

Redundancy - loss of permanent paid employment (other than when **you** are self-employed) after a continuous working period of two years with the same employer, when **you** are over 18 and under 65.

Representative - the lawyer or other suitably qualified person who has been appointed by DAS to act for **you** in accordance with the terms of this section.

Resident - a person who has their main **home** in the **United Kingdom** or the Republic of Ireland and has not spent more than six months abroad during the year before the policy was issued.

Terrorist Action - the actual or threatened :

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

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

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

United Kingdom - England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.

Valuables - jewellery, watches, items made of precious metals or precious stones, furs, binoculars, telescopes, computer game machines, computer games, any kind of photographic, audio, video, computer, television, fax, phone, portable satellite and scuba diving equipment, films, tapes, cassettes, compact or computer discs, cartridges, head phones, cables and memory cards.

We, our, us - Tokio Marine Europe Insurance Limited.

Winter sports - skiing, snow boarding and ice skating.

You, your - each person who an insurance premium has been paid for as shown on the confirmation and deposit receipt.

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

SECTION 1 - CANCELLATION OR CURTAILMENT CHARGES

If **you** think **you** may have to cut **your** journey short (curtail), the emergency assistance company must be told immediately - see under the heading 'What to do if you need medical treatment or you need to be sent home (repatriated) while you are abroad' for more information.

What you are covered for

We will pay up to the final invoice cost of the **journey** in total for **your** part of the costs of unused personal accommodation, transport charges and extra travel expenses which have been paid or where there is a contract to pay. This includes up to £150 for cover for excursions which were booked and paid before **your** journey begins, which cannot be recovered from anywhere else.

We will provide this cover in the following necessary circumstances.

1. If **you** cancel **your** journey before it begins because of reasons beyond **your** control and which happens after **your** policy was issued.
2. Or, if **you** cut **your** journey short (curtail) after it has begun because of one of the following.
 - a) The death, serious injury or serious illness of **you**, **your** husband or wife, someone **you** are travelling with, a relative, the person **you** are engaged to, a close business associate who lives in the **United Kingdom** or the Republic of Ireland or a friend **you** were going to stay with.
 - b) **You** or someone **you** are travelling with or you were going to stay with is called for jury service or as a witness in a Court of Law.
 - c) **You** or someone **you** are travelling with is needed by the police following a burglary, or damage caused by serious fire, storm, flood, explosion, subsidence, vandalism, fallen trees, impact by aircraft or vehicle at **your** home or their home or usual place of business in the **United Kingdom** or the Republic of Ireland.
 - d) **You** are injured or ill and are in hospital for the rest of **your** journey.
 - e) Severe weather stops **you** from making **your** outward journey from the **United Kingdom** or the Republic of Ireland.

We will calculate curtailment claims from the day it is necessary for **you** to return to the **United Kingdom** or the Republic of Ireland or **you** are hospitalised as an in-patient, for the rest of **your** journey. We will pay personal accommodation and extra travel expenses based on each 24-hour period **you** have lost. If we pay extra transport costs in the event of **your** repatriation **your** unused travel tickets will then belong to **us**.

What you are not covered for

- Any claims arising from
- any medical condition or on going medical condition for which **You** have received treatment or have visited/been referred to a specialist or have been a hospital patient during the 6 months period immediately preceding the Date of Issue of this Certificate, or
- where **You** are on a hospital waiting list for in-patient treatment or where **You** are in receipt of a terminal prognosis, or
- any of the following conditions Heart related condition, Hypertension, Arterial Disease, Kidney Disease, Malignant Disease (Cancer), Lung and/or respiratory Disease (including Asthma where **You** have received in-patient hospital treatment), Motor Neurone Disease, or had a Stroke (unless declared to **Us** and agreed by **Us** in writing prior to effecting this insurance, please refer to the Pre-Existing medical conditions box on the front cover)
- Any claim arising from a material fact known by **you** at the time of buying this policy or which occurs between booking and travel unless it has been disclosed to **us** and we have agreed in writing any terms applicable.
- An excess of £50 (or £15 if **you** are only claiming for **your** lost deposit) for each incident claimed for under this section.
- Travel tickets paid for using Air Miles.
- Anything caused by:
 - **you** not having the correct passport or visa or ESTA or equivalent;
 - **you** travelling against the advice of **your** doctor;
 - **you** travelling specifically to receive medical treatment during **your** journey or in the knowledge that **you** are likely to need treatment;
 - any restriction caused by the law of any country or people enforcing these laws;
 - bankruptcy or liquidation of the company providing **your** transport or accommodation, their agents or any person acting for **you**;

- anything the company providing **your** transport or accommodation, their agents, any person acting for **you** or **your** conference organiser is responsible for;
 - **your** vehicle being stolen or breaking down;
 - **you** not wanting to travel or not enjoying **your** journey;
 - **you** travelling specifically to obtain medical treatment during **your** journey;
 - riot, civil commotion, strike or lock-out;
 - **you** travelling in an aircraft (except as a passenger in a fully-licensed, passenger-carrying aircraft);
 - **your** carriers refusal to allow **you** to travel for whatever reason.
 - **your** suicide, self-injury or deliberately putting yourself at risk (unless **you** were trying to save another person's life);
 - **you** being under the influence of drugs (except those prescribed by a registered doctor but not for the treatment of drug addiction);
 - **you** suffering from any psychological or psychiatric disorder eating disorder, mental instability, anxiety, stress or depression;
 - the direct or indirect effect of **you** using alcohol or solvents;
 - the death of any pet or animal.
 - **You** are not covered for anything mentioned in the conditions or general exclusions.
- 1 - Any extra cancellation charges because **you** did not tell the company providing **your** transport or accommodation, their agents or any person acting for **you**, as soon as **you** knew **you** had to cancel.
 - Cancellation because of pregnancy or childbirth, where the pregnancy would have been more than 28 weeks at the beginning of the **journey** (unless this was confirmed after **your** policy was issued and is medically necessary).
 - Financial circumstances or unemployment, except caused by **redundancy** which you find out about after **your** policy was issued.
 - 2 - Cutting short **your** journey unless the emergency assistance company has agreed.
 - Cutting short **your** journey because of pregnancy or childbirth, where the pregnancy is more than 28 weeks.
 - Anything caused by **you** not getting a medical certificate (from the doctor who treated **you** in the place where **you** were staying) which says it was necessary for **you** to come home early because of death, injury or illness. The emergency assistance company's doctor must have agreed with the reason and that **you** were fit to travel.
 - The cost of **your** original pre-booked tickets if **you** have not used them and we have paid extra transport costs.
 - Motorcycling as a driver or passenger on machines exceeding 125cc engine and/or motorcycling as either a driver or passenger unless the person driving the motorcycle holds a current valid full motorcycle license.
 - Anything caused by **you** taking part in manual work, unless we agree in writing.
 - Anything caused by **you** taking part in a dangerous activity (unless an extra premium has been paid for this cover).

SECTION 2 - MEDICAL EMERGENCY, REPATRIATION AND ASSOCIATED EXPENSES

If **you** are taken into hospital or **you** think **you** may have to come home early or extend **your** journey because of illness or accident, the emergency assistance company must be told immediately - see under the heading 'What to do if you need medical treatment or you need to be sent home (repatriated) while you are abroad' for more information.

What you are covered for

We will pay **you** or **your** legal representatives for the following necessary emergency expenses which **you** run up within six months of the incident for a **journey**.

Outside **your** home country and **Great Britain** during **your** journey .

1. up to £5 million for reasonable fees or charges **you** run up for:
 - a) medical, surgical, hospital, nursing home or nursing services;
 - b) reasonable extra transport and accommodation costs for **you** and any other person who stays or travels with **you** or to **you** from the **United Kingdom** or the Republic of Ireland on medical advice (including for a replacement carer if **your** carer who has accompanied **you** on the **journey** is medically certified as being unable to care for **you** as a result of sickness or injury occurring during the period of the **journey**);
 - c) transporting **your** body or ashes to **your** home or we will pay up to £1,500 for **your** funeral expenses, in the place where **you** die outside **Great Britain** or **your** home country;
 - d) reasonable additional transport and accommodation costs incurred in the event of the necessary repatriation of **you** to **your** home or place of business within the **United Kingdom** or the Republic of Ireland as a result of the sudden and unexpected death serious injury or serious illness, occurring during **your** journey, of **your** husband or wife, a relative, the person **you** are engaged to, a close business associate.
2. £15 for each 24-hour period that **you** are in hospital as an in-patient up to £600 in total during the **journey** as well as any fees or charges paid under 1 OR if you have pre-booked a walking tour or have pre-booked organised sporting activities up to £15 for each 24-hour period that **you** are in hospital as an in-patient or have to stay in bed on the written advice of the doctor who treated **you** in the place where **you** were staying and which **you** cannot recover from anywhere else up to £600 in total during the **journey** .
3. Up to £250 for emergency dental treatment to relieve sudden pain.
4. Up to £150 for the cost of excursions booked and paid before **your** journey begins, which **you** cannot go on because **you** are in hospital or have to stay in bed on the written advice of the doctor who treated **you** in the place where **you** were staying and which **you** cannot recover from anywhere else.

What you are not covered for

- Any claims arising from
- any medical condition or on going medical condition for which **You** have received treatment or have visited/been referred to a specialist or have been a hospital patient during the 6 months period immediately preceding the Date of Issue of this Certificate, or
- where **You** are on a hospital waiting list for in-patient treatment or where **You** are in receipt of a terminal prognosis, or
- any of the following conditions Heart related condition, Hypertension, Arterial Disease, Kidney Disease, Malignant Disease (Cancer), Lung and/or respiratory Disease (including Asthma where **You** have received in-patient hospital treatment), Motor Neurone Disease, or had a Stroke (unless declared to **Us** and agreed by **Us** in writing prior to effecting this insurance, please refer to the Pre-Existing medical conditions box on the front cover)
- Any claim arising from a material fact known by **you** at the time of buying this policy or which occurs between booking and travel unless it has been disclosed to **us** and we have agreed in writing any terms applicable.
- Extra transport and accommodation costs which are of a higher standard to those already used on **your** journey, unless we or the emergency assistance company agree.
- Anything caused by:
 - **you** travelling against the advice of **your** doctor;
 - **you** travelling specifically to receive medical treatment during **your** journey or in the knowledge that **you** are likely to need treatment;
 - **you** travelling in an aircraft (except as a passenger in a fully-licensed, passenger-carrying aircraft);
 - **your** carriers refusal to allow **you** to travel for whatever reason.
 - **your** suicide, self-injury or deliberately putting yourself at risk (unless **you** were trying to save another person's life);
 - **you** being under the influence of drugs (except those prescribed by a registered doctor but not for the treatment of drug addiction);
 - the direct or indirect effect of **you** using alcohol or solvents;
 - **you** suffering from any psychological or psychiatric disorder eating disorder, mental instability, anxiety, stress or depression;
 - motorcycling as a driver or passenger on machines exceeding 125cc engine capacity and/or motorcycling as either a driver or passenger unless the person driving the motorcycle holds a current valid full motorcycle license;
 - anything caused by **you** taking part in manual work, unless we agree in writing;
 - **you** taking part in any dangerous activity (unless an extra premium has been paid for this cover);
 - pregnancy or childbirth, where the pregnancy is more than 28 weeks'.
 - **You** are not covered for anything mentioned in the conditions or general exclusions.

- 1a - Services or treatments **you** receive within **Great Britain** or **your home country**.
- Services or treatments **you** receive which the doctor in attendance and the emergency assistance company think can wait until **you** get back to **Great Britain** or **your home country**.
- In-patient treatment or repatriation which the emergency assistance company has not authorised.
- The extra costs of having a single or private room in a hospital or nursing home.
- The cost of all treatment which is not directly related to the illness or injury that caused the claim.

1c Your burial or cremation within **Great Britain** or **your home country**.

- 1 & 3 An excess of **£50** for each incident claimed for under this section, unless **your** claim is reduced because **you** used an European Health Insurance Card (EHIC) one of the European Union countries listed on the back of the form or any other reciprocal health arrangement.
- The cost of replacing any medication **you** were using when **you** began **your journey**.
- 3 - Replacing or repairing false teeth or artificial teeth (such as crowns).
- Dental work involving the use of precious metals.

SECTION 3 - PERSONAL POSSESSIONS AND PERSONAL MONEY

What you are covered for

1. Up to **£2,000** in total for **your personal possessions** that are damaged, stolen, lost or destroyed on **your journey**. It will be **our** decision to pay either:
 - the cost of repairing **your** items;
 - to replace **your** items; or
 - the cost of replacing **your** items less an amount for wear, tear and loss of value.
2. Up to **£50** in total for essential replacement items, if **your personal possessions** are lost or stolen on **your outward journey** from the **United Kingdom** for more than **12** hours from when **you** arrived at **your destination**. If **your personal possessions** are lost or stolen on **your outward journey** from the **United Kingdom** for more than **24** hours from when **you** arrived at **your destination** we will pay a further **£50** for each full **24** hours up to **£250** in total. **You** must send **us** the receipts for anything that **you** buy. **We** will take any amount **we** pay from the final claim settlement if the items are permanently lost.
3. Up to **£250** towards the costs of replacing **your** passport if it is lost, stolen or destroyed on **your journey**.
4. Up to **£500** for loss or theft of **your personal money** while on **your journey**.

Special Conditions applying to claims under this Section

1. **You** must keep all **your** tickets and luggage tags.
2. **You** must get an estimate for repair for all damage claims. If possible, **you** should keep the damaged items so that **we** can inspect them and if **we** make a payment or **we** replace an item, the item will then belong to **us**.
3. If something is lost or stolen, **you** must tell the police as soon as possible but within **24** hours of discovering the loss and get a report from them. **You** should also get a report from **your** tour operator's representative or **your** hotel or apartment manager if this is appropriate. If the loss or theft happens while **you** are travelling, **you** must tell the carriers and get a property irregularity report form from them.
4. **You** must keep to the carrier's condition of carriage.
5. **You** must not abandon any property.

What you are not covered for

- Breakage of or damage to sports equipment while it is being used, fragile articles, works of art, paintings, sculptures, computer games, musical instruments, audio, video, computer, television, fax, phone, portable satellite and scuba diving equipment and household goods unless the breakage or damage is caused by fire or accident to the vehicle in which they are being carried.
- Loss or damage due to the climate, wear and tear, reduction in value, moths or vermin.
- Losses not reported to the local Police within **24** hours of discovery and written report obtained
- The cost of replacing or repairing false teeth.
- **You** are not covered for anything mentioned in the conditions or general exclusions.

- 1 - More than **£200** for any single article, pair or set of any kind, whether jointly owned or not.
- More than the part of the pair or set that is stolen, lost or destroyed
- More than **£250** in total for **valuables**, whether jointly owned or not.

1 & 2 Personal possessions sent as freight (such as suitcases **you** send ahead of **you**).

1 & 4 An excess of **£50** for each incident claimed for under this section.

1, 2 & 3 Loss or theft, or damage to the following:

- Films, tapes, cassettes, cartridges or discs, unless they were pre-recorded, in which case **we** will pay up to the replacement cost.
 - Goods which deteriorate, bottles or cartons, and any damage caused by these items or their contents.
 - Pedal cycles, wheelchairs, prams, pushchairs or baby buggies except while they are being carried by public transport.
 - Property specifically covered by other insurance.
 - Mobile telephones, SIM cards, mobile telephone prepayment cards, lost or stolen mobile telephone call charges or mobile telephone accessories.
 - Contact or corneal lenses.
 - Bonds, share certificates, guarantees or documents of any kind.
 - **Personal possessions** that are not with **you** all the time unless they are locked in the accommodation **you** are using on **your journey**, or they are out of sight in the locked boot or covered luggage area of a locked motor vehicle which has been broken into (no cover for **valuables**).
 - **Valuables** left in a motor vehicle.
 - **Valuables** carried in suitcases, trunks or similar containers unless they are with **you** all the time.
 - **Valuables** unless they are with **you** all the time or locked in a safe or safety deposit box (if one is available) or locked in the accommodation **you** are using on **your journey**.
- 3 Compensation unless **you** get a letter from the consulate **you** reported the loss to.
 - 4 - More than **£250** in cash in total while on **you**, whether jointly owned or not.
 - Compensation unless **you** can provide receipts of the amount **you** had from the place where **you** got the currency.
 - Loss or theft of **personal money**, unless it is with **you** all the time, locked in a safe or safety deposit box (if one is available) or locked in the accommodation **you** are using on **your journey**.
 - Loss caused by a reduction in exchange rates or shortage caused by mistakes in exchanging currency.
 - Loss or theft of travellers' cheques where the place where **you** got them provides a replacement service.
 - Travel tickets paid for using Air Miles.

SECTION 4 - PERSONAL ACCIDENT

What you are covered for

We will pay **you** or **your** legal representative one of the following amounts for an **accident** which must be caused by something external and visible.

- | | |
|---|----------------|
| 1. Death. | £15,000 |
| 2. Total and permanent loss of sight in one or both eyes or total permanent loss of use of one or both hands or feet. | £25,000 |
| 3. Permanent total disablement as a result of which there is no work which you are able to do. If you are not in paid work, we will provide the same cover for any permanent disability which prevents you from doing all your usual activities. | £25,000 |

What you are not covered for

- Anything caused by:
 - any **accident** that **you** suffer before **your journey** begins;
 - **your** sickness, disease, physical or mental condition that is gradually getting worse;
 - **you** travelling in an aircraft (except as a passenger in a fully-licensed, passenger-carrying aircraft);
 - **your** suicide, self-injury or deliberately putting **yourself** at risk (unless **you** were trying to save another person's life);
 - **you** being under the influence of drugs (except those prescribed by a registered doctor but not for the treatment of drug addiction);
 - the direct or indirect effect of **you** using alcohol or solvents;

- motorcycling as a driver or passenger on machines exceeding **125cc** engine capacity and/or motorcycling as either a driver or passenger unless the person driving the motorcycle holds a current valid full motorcycle license;
- **you** taking part in manual work, unless **we** agree in writing;
- **you** taking part in any **dangerous activity** (unless an extra premium has been paid for this cover).
- **We** will not pay more than one of the benefits resulting from the same injury.
- **We** will not pay more than **£1,000** if **you** are under **16** or over **75** at the time of the **accident**.
- **We** will not pay compensation if **you** are over **75** at the time of the **accident**
- **You** are not covered for anything mentioned in the conditions or general exclusions.

SECTION 5 - MISSED DEPARTURE

What you are covered for

We will pay **you** to **£800** compensation for the cost of extra accommodation and transport which **you** have to pay to get to **your journey** destination or back home because **you** do not get to the **departure point** by the time shown in **your** travel itinerary (plans) because:

- public transport does not run to its timetable; or
- the vehicle **you** are travelling in has an accident or breaks down PROVIDED THAT the vehicle has been serviced in accordance with the manufacturers recommendations.
- temporary closure of the international rail terminal port or airport from which **you** are due to depart due to any event beyond their control, unless otherwise excluded.
- abnormal and unforeseeable traffic congestion which **you** can prove resulted in an increase in the time that such journey would normally take of more than two hours.

What you are not covered for

- Any journey within the **United Kingdom** not involving a sea crossing.
- Compensation unless **you** get a letter from the public transport provider (if this applies) confirming that the service did not run on time.
- Compensation, unless **you** get confirmation of the delay from the authority who went to the accident or breakdown (if this applies) affecting the vehicle **you** were travelling in.
- Compensation, unless **you** have allowed time in **your** travel plans for delays which are expected.
- Any delay caused by a riot, civil commotion, strike or industrial action which began or was announced before **your** policy was issued.
- Failure of public transport caused by a riot, civil commotion, strike or industrial action which began or was announced before **you** left home or where **you** could have reasonably made other travel arrangements.
- **You** are not covered for anything mentioned in the conditions or general exclusions.

SECTION 6 - DEPARTURE DELAY

What you are covered for

Compensation if the flight, international train or sailing **you** are booked on is delayed at its departure point by more than **8** hours from the time shown in **your** travel itinerary (plans) because of:

- A serious fire, storm or flood damage to the **departure point**;
- industrial action;
- bad weather;
- mechanical breakdown of the international train or sea vessel; or
- the grounding of the aircraft due to a mechanical or a structural defect.

We will pay

1. **£20** after the first full **8** hours of delay and **£10** after each extra delay of **12** hours up to **£100** in total; or
2. up to the final invoice cost of the **journey** in total for **your** part of the costs of the **journey** which have been paid or where there is a contract to pay before the start of the **journey** which **you** cannot recover from anywhere else, if, after **you** have been delayed for more than **12** hours, **you** decide to abandon the **journey** before **you** leave the **United Kingdom** or the Republic of Ireland.

What you are not covered for

- Anything which is caused by **you** not checking in at the departure point when **you** should have done.
- Missed connections.
- Any journey within the **United Kingdom** not involving a sea crossing.
- Compensation unless **you** get a letter from the airline, railway company or shipping line giving the reason for the delay and showing the scheduled departure time and the actual departure time of the **flight, international train or sea vessel**.
- Any delay caused by a riot, civil commotion, strike or industrial action which began or was announced before **your** policy was issued.
- **You** are not covered for anything mentioned in the conditions or general exclusions.
- 2 - An excess of **£50** for each incident claimed for under this section.
 - Travel tickets paid for using Air Miles.

SECTION 7 - PERSONAL LIABILITY

If **you** are hiring a motorised or mechanical vehicle, while on **your journey** **you** must make sure that **you** get the necessary insurance from the hire company. **We** do not cover this under our policy.

What you are covered for

We will pay up to **£2 million** plus any other costs **we** agree to in writing that relate to anything **you** cause during **your journey** for which **you** are legally liable and results in one of the following.

1. Bodily injury of any person.
2. Loss of or damage to property which **you** do not own and **you** or any member of **your** family have not hired, loaned or borrowed.
3. Loss of or damage to the accommodation **you** are using on **your journey** that does not belong to **you** or any member of **your** family.

What you are not covered for

- Any liability for bodily injury or loss of or damage to property that comes under any of the following categories:
 - Something which is suffered by anyone employed by **you** or a member of **your** family and is caused by the work they are employed to do.
 - Something which is caused by something **you** deliberately did or did not do.
 - Something which is caused by **your** employment or any member of **your** family's employment.
 - Something which is caused by **you** using any firearm or weapon.
 - Something which is caused by any animal **you** own, look after or control, except horses, domestic dogs and cats.
 - Something which **you** agree to take responsibility for which **you** would not otherwise have been responsible for.
 - Any liability for bodily injury, suffered by **you** or any member of **your** family. Compensation or other costs caused by accidents arising from **your** ownership or possession of any of the following.
 - The use of any land or building except for the accommodation **you** are using on **your journey**.
 - Motorised or mechanical vehicles and any trailers attached to them.
 - Aircraft, motorised water craft or sailing vessels, except boats designed for and being used as accommodation on **your journey**.
- **You** are not covered for anything mentioned in the condition or general exclusions.

SECTION 8 - LEGAL EXPENSES

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

What is covered:

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

1. the date of occurrence of the insured incident is during the period of insurance; and
2. any legal proceedings will be dealt with by a court, or other body which DAS agree to; and
3. for civil claims, it is always more likely than not that **you** will recover damages (or obtain any other legal remedy which DAS have agreed to) or make a successful defence.

DAS will help in appealing or defending an appeal as long as **you** tell DAS within the time limits allowed that they want DAS to appeal. Before DAS pay the costs and expenses for appeals, DAS must agree that it is always more likely than not that the appeal will be successful.

DAS will only pay the costs and expenses charged by a representative appointed by DAS.

The most DAS will pay for all claims resulting from one or more event arising at the same time or from the same cause is **£50,000**.

What is not covered:

DAS shall not be liable for:

1. A claim reported to DAS more than **180** days after you should have known about the **insured incident**.
2. An incident or matter arising before the start of this cover.
3. **costs and expenses** incurred before DAS's written acceptance of a claim.
4. Any claim relating to any illness or bodily injury which happens gradually or is not caused by a specific or sudden accident.
5. Defending your legal rights, but defending a counter-claim is covered.
6. Fines, penalties, compensation or damages which you are ordered to pay by a court or other authority.
7. An **insured incident** intentionally brought about by you.
8. A legal action that you take which DAS or the **representative** have not agreed to, or where you do anything that hinders DAS or the **representative**.
9. A claim relating to your alleged dishonesty or alleged violent behaviour.
10. A claim relating to written or verbal remarks which damages your reputation.
11. A dispute with DAS not otherwise dealt with under Condition 7.
12. A claim directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date.
13. Apart from DAS, you are the only person who may enforce all or any part of this section and the rights and interests arising from or connected with it. This means that the Contract (Rights of Third Parties) Act 1999 does not apply to this section in relation to any third party rights or interest.
14. An application for judicial review.
15. Any **costs and expenses** that are incurred where the **representative** handles the claim under a contingency fee agreement.
16. A claim against Tokio Marine Europe Insurance Limited or Fogg Assist.
17. A claim against any insurance intermediary agent of Tokio Marine Europe Insurance Limited.
18. A claim against Inghams or any Tour Operator, Travel Agent or Carrier or any provider under a 'Tour Operator' package arrangement.
19. A claim relating to Deep Vein Thrombosis or its symptoms that result from you travelling by air.

Specific Conditions

1. You must:
 - (a) try to prevent anything happening that may cause a claim;
 - (b) take reasonable steps to keep any amount DAS have to pay as low as possible;
 - (c) send everything DAS ask for, in writing;
 2. (a) give DAS full details in writing of any claim as soon as possible and give DAS any information DAS need. DAS can take over and conduct in the name of you,
 - i. any claim or legal proceedings at any time.
 - ii. DAS can negotiate any claim on behalf of you.(b) You are free to choose a **representative** (by sending DAS a suitably qualified person's name and address) if:
 - i. DAS agree to start court proceedings and it becomes necessary for a lawyer to represent the interests of you in those proceedings; or
 - ii. there is a conflict of interest.DAS may choose not to accept your choice, but only in exceptional circumstances. If there is a disagreement over the choice of **representative** in these circumstances, you may choose another suitably qualified person.
 - (c) In all circumstances except those in 2(b) above, DAS are free to choose a **representative**.
 - (d) Any **representative** will be appointed by DAS to represent you according to DAS' standard terms of appointment. The **representative** must co-operate fully with DAS at all times.
 - (e) DAS will have direct contact with the **representative**.
 - (f) You must co-operate fully with DAS and the **representative** and must keep DAS up to date with the progress of the claim.
3. (a) You must give the **representative** any instructions that DAS require.
 - (b) You must tell DAS if anyone offers to settle a claim.
 - (c) If you do not accept a reasonable offer to settle a claim, we may refuse to pay further **costs and expenses**.
 - (d) DAS may decide to pay you the amount of damages that you are claiming, or which is being claimed against them, instead of starting or continuing legal proceedings.
4. (a) You must tell the **representative** to have **costs and expenses** taxed, assessed or audited, if DAS ask for this.
 - (b) You must take every step to recover **costs and expenses** that DAS have to pay, and must pay DAS any **costs and expenses** that are recovered.
5. If the **representative** refuses to continue acting for you for good reason or if you dismisses the **representative** without good reason, the cover DAS provide will end at once, unless DAS agree to appoint another **representative**.
 6. If you settle a claim or withdraws it without DAS agreement, or does not give suitable instructions to a **representative**, the cover DAS provide will end at once and DAS will be entitled to reclaim any **costs and expenses** DAS have paid.
 7. If DAS and you disagree about the choice of **representative**, or about the handling of a claim, DAS and you can choose another suitably qualified person to decide the matter. DAS and you must both agree to the choice of this person in writing. Failing this, DAS will ask the president of a relevant national law society to choose a suitably qualified person. All costs of resolving the disagreement must be paid by the party whose argument is rejected.
 8. DAS may, at DAS's discretion, require you to obtain, at their expense, an opinion from a lawyer or other suitably qualified person chosen by you and DAS, as to the merits of a claim or proceedings. If the chosen person's opinion indicates that it is more likely than not that you will recover damages (or obtain any other legal remedy that DAS have agreed to) or make a successful defence, DAS will pay the cost of obtaining the opinion.
 9. DAS will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this cover did not exist.
 10. This section will be governed by English law.

Legal Advice Service

DAS will give you in connection with the trip confidential legal advice over the phone on any personal legal problem.

DAS will not accept responsibility if the Helpline Services are unavailable for reasons DAS cannot control. To contact the above service, phone DAS on **0117 934 2111** or **0117 976 2030**. When phoning please quote your reference TV1/4972902.

SECTION 9 - HOME CARE

For immediate advice and assistance contact **Fogg Assist** 24-hour assistance line on **0845 658 9899**

What you are covered for

Up to **£250** for the emergency costs in securing your home, following damage caused by burglary, serious fire, or storm, until you return from your journey.

What you are not covered for

You are not covered for anything mention in the conditions or general exclusions.

GENERAL EXCLUSIONS APPLICABLE TO THE WHOLE POLICY

1. 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.
 - a) A relevant fact that you knew about before you travelled, unless we agreed to it in writing.
 - b) i. war, invasion, acts of foreign enemies, hostilities (whether war is declared or not) civil war or any act condition or warlike operation incident to war
 - ii. warlike action by a regular or irregular military force or civilian agents, or any action taken by any government, sovereign or other authority to hinder or defend against an actual or expected attack.
 - iii. insurrection, rebellion, revolution, attempt to usurp power, or popular uprising, or any action taken by government or martial authority in hindering or defending against any of these
 - iv. discharge, explosion, or use of a weapon of mass destruction whether or not employing nuclear fission or fusion, or chemical, biological, radioactive or similar agents, by any party at any time for any reason
 - v. Terrorist Action or any action taken by anyone to prevent real or perceived imminent Terrorist Action or to address ongoing Terrorist Action (See Definitions Section)
- c) You not following any suggestions or recommendations made by any government or other official authority during the period of insurance.
- d) Your property being held, taken, destroyed or damaged under the order of any government or customs officials.
- e) **Winter sports**.

- f) Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste or any risk from nuclear equipment.
 - g) Any currency exchange rate changes.
 - h) 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 the true or correct date, or to continue to function correctly beyond that date (except under sections 2 and 4).
2. Any loss caused as a direct or indirect result of anything you are claiming for, unless it says differently in the policy.

CONDITIONS APPLICABLE TO THE WHOLE POLICY

We will act in good faith in all our dealings with you.

We will only pay your claim if you meet the following conditions:

1. You are a resident of the **United Kingdom** or the Republic of Ireland.
2. **Your duty**
 - a) You are not aware of any circumstances known at the time you purchase this Certificate which are likely to cause Cancellation or Curtailment of your holiday. This includes any existing sickness or injury of any relative which if this sickness or injury continued or deteriorated would mean you would have to cancel or curtail your holiday
 - b) You must tell us all facts which are likely to influence us in the assessment or acceptance of your insurance. If you have any doubt what you need to tell us please contact the intermediary who arranged this insurance for you or us.
3. **CHANGE IN RISK** You will immediately advise us of any changed circumstance which become apparent after the date of issue of this Certificate and before the commencement of the holiday which you could reasonably foresee as likely to give rise to a claim under the Certificate. We reserve the right to alter the terms of the Insurance in the light of such changed circumstances. We will, subject to the terms, conditions and exclusions of the Certificate, indemnify you under Section A in respect of holiday deposits or charges which you have necessarily incurred up to the date of advice to us of such changed circumstances.
4. You take reasonable care to protect yourself and your property against accident, injury, loss and damage.
5. You have a valid confirmation and deposit receipt.
6. You get a medical certificate from the doctor who treated you when a claim is made for medical reasons. If you die, Fogg Travel Insurance Services Limited need to see the death certificate, and any other necessary documents.
7. You write to Fogg Travel Insurance Services Limited as soon as possible with full details of anything which may result in a claim.
8. You send Fogg Travel Insurance Services Limited every writ, summons or other communication to do with a claim as soon as you get it.
9. You give Fogg Travel Insurance Services Limited all the information, documents, evidence vouchers, receipts and bills Fogg Travel Insurance Services Limited need (including details of your household insurance under which your valuables may need to be insured separately depending on their value). You must do this at your own expense.
10. You do not admit liability or offer to pay any claim unless you have our written permission.
11. You accept that we will not extend the period of cover for a journey if the original policy plus any extensions have either ended, been in force for more than **12** months or you know you will be making a claim.
12. You accept that no alternations to the terms and conditions of the policy apply, unless we or our issuing agent confirm them in writing.

We have the right to do the following:

1. Cancel the policy and make no payment if you make a fraudulent claim.
2. Only cover you for the whole of your journey and not issue a policy if you have started your journey
3. Take over and deal with, in your name, any claim you make under this policy.
4. Take legal action in your name (but at our expense) and ask you to give us details and fill in any forms (including Department of Social Security forms) which will help us to recover any payment we have made under this policy.
5. Get information from your medical records (with your permission) to help us or our representatives deal with any claim. We will not give personal information about you to any other person or organisation without your specific agreement.
6. Send you home at any time during your journey if you are taken ill or injured. We will only do this if the doctor treating you and the emergency assistance company doctor agree. If there is a dispute, we will ask for an independent medical opinion.
7. Not accept liability if you refuse to be repatriated.
8. Cancel this policy without refunding your premium if your journey is cancelled or cut short.
9. Refuse to give you any refund of your premium or transfer the premium, unless you cancel this insurance within **14** days of the date of purchase but before commencing any journey and provided that no claim has been made.
10. Not to pay any claim on this policy (except under section 4) for any amounts you can get back from someone or somewhere else or anything which is covered by another insurance policy.
11. Pay any claim on this policy under the law of the country you usually live in, if within the **United Kingdom**, otherwise English law will apply. Any legal disputes will be dealt with in an English court.
12. Settle all claims in pounds sterling.
13. This policy is governed by the law of the country you usually live in, if within the **United Kingdom** otherwise English law will apply. Any legal disputes will be dealt with in an English Court.

COMPLAINTS PROCEDURE

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

- You should write to
General Manager, FOGG TRAVEL INSURANCE SERVICES LIMITED,
Crow Hill Drive, Mansfield, Notts. NG19 7AE
Telephone 01623 631331 Email complaint@foggtourtravelinsurance.com
Please quote **JUST FRANCE** to help Your enquiry to be dealt with speedily.
- Should the issue not be resolved to your satisfaction, you may refer the dispute to the to the Financial Ombudsman Service, South Quay Plaza 2, 183 Marsh Wall, London E14 9SR,
Telephone 0845 080 1800 Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk
but only if you have already referred the matter to Fogg Travel Insurance Company Limited. We are bound by the Financial Ombudsman's decision, but you are not. It does not prejudice your legal rights.

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

Financial Services Compensation Scheme ("FSCS")

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



Fogg Travel Insurance Company Limited is authorised and regulated by the Financial Services Authority. Our FSA Register reference is 307304. This can be checked at www.fsa.gov.uk/pages/register
Hotelpian PLC, trading as Inghams Travel, is an Appointed Representative of Fogg Travel Insurance Services Limited.