



fogg travel insurance services limited

crow hill drive, mansfield, notts. ng19 7ae
tel. 01623 631331 fax 01623 420450

VALID ONLY FOR ISSUE AND DEPARTURE BETWEEN 1 MAY 2004 AND 30 JUNE 2005

Whereas it is the intention of this Insurance to cover the "Travel Party" and "Insured Vehicle" (as defined below) in respect of the holiday motoring trip commencing and terminating during the specified Period of Insurance, which trip is hereinafter called the "Period of Travel", this is to certify that in accordance with the authorisation granted under Contract No. TB757750a to the Undersigned by certain Underwriters at Lloyd's whose names, which will be supplied on application, may be ascertained by reference to the said Contract which bears the seal of the Lloyd's Policy Signing office, the said Underwriters are hereby bound each for his own part and not one for another; their Heirs, Executors and Administrators, to indemnify the Assured to the extent and in the manner detailed in this Certificate.

DEFINITIONS AND LIMITATIONS

For the purposes of this insurance:-

"Additional Accommodation Expenses" shall mean and be limited to reasonable additional hotel bed and breakfast charges incurred by the Travel Party.

"Additional Travel Expenses" shall mean and be limited to the following additional travel expenses incurred by the Travel Party: second class rail fares, economy class air fares (where these are cheaper than second class rail or where the total journey time by surface transport would exceed 24 hours), bus and coach fares, ferry fares, Hired Car Charges as defined below, and incidental taxi fares and toll charges; including any freight charges incurred in the despatch of surplus unaccompanied baggage.

"Hired Car Charges" shall mean and be limited to the time and mileage charges and any necessary drop-off charges incurred by the Travel Party for the hire of a car (and/or where applicable a trailer or caravan) in a similar charge-category to the Insured Vehicle.

"Period of Travel" shall mean the duration of the holiday booked with the holiday provider commencing during the Period of Insurance and applies from the time the Insured Person leaves his home for the sole purpose of proceeding on the journey beyond the confines of the United Kingdom and shall terminate at the time he returns to his home, from door to door. For the purposes of this Insurance the United Kingdom shall mean England, Wales, Scotland and Northern Ireland.

"The Insured Vehicle" shall mean and be limited to the motor vehicle specified in this Certificate, together with any towed trailer or caravan similarly specified, provided always that such motor vehicle, trailer or caravan:

- is a private car, motor caravan, privately registered van or mini-bus with 12 seats or less, motorcycle solo or combination over 200 c.c., towed caravan, luggage trailer, boat trailer, camping trailer or trailer tent,
- is purpose built to manufacturers specifications,
- does not exceed 3 1/2 tons (3,556 kg.) in gross weight, nor 9 ft. 10 ins. (3 m.) in height, nor 7 ft. 5 ins. (2.25 m.) in width, nor 23 ft. (7 m.) in length (boat trailer to include boat for both weight and dimension limits),
- was not first registered more than ten years prior to the commencement date of the Period of Travel (in the case of registered vehicles) and/or is not more than ten years old at the said date (in the case of trailers and caravans), and
- is accompanying the Travel Party for the insured trip both away from and back to home or place of business in the United Kingdom.

"The Travel Party" shall mean and be limited to the Insured Person specified in this Certificate and up to five persons accompanying him/her in the Insured Vehicle for the whole duration of the insured trip.

GEOGRAPHICAL LIMITS

The Geographical Limits of this Insurance are:

the United Kingdom, Eire, Channel Islands and the Continent of Europe, excluding Albania, Bulgaria, Hungary, the Czech Republic, Poland, Romania, Slovenia, Croatia, Serbia, Bosnia Herzogovenia, and any area that was formerly part of the Former Republic of Macedonia.

PERIOD OF INSURANCE

Attachment of cover: Except for the specific provisions of Subsection (h), cover hereunder shall attach only whilst the Travel Party is engaged upon the Period of Travel during the specified Period of Insurance, commencing at the time that they leave home for the purpose of proceeding on the Period of Travel, and terminating at the time that they arrive at home upon completion of the Period of Travel, from door to door.

EXTENSION OF PERIOD OF INSURANCE

If the trip is not completed within the specified Period of Travel due to circumstances beyond the Travel Party's control, the Period of Travel will be extended until such completion, without additional premium, for up to a maximum of thirty days.

CLAIMS CONDITIONS

Notice shall be given to the Underwriters as soon as practicable of any occurrence which causes or may cause a claim to be made under this Insurance. All correspondence and supporting documentation should be sent to:

Van Ameyde and Wallis Ltd,

34, The Mall, Bromley, Kent. BR1 1TS. Tel No: UK (+44) (0)20 8466 6034
In the event of theft of the Insured Vehicle the Police shall be notified as soon as practicable and their written report obtained.

24 HOUR EMERGENCY TELEPHONE SERVICE

In the event of serious emergency, or abandonment of the Insured Vehicle, or non-availability of spares abroad, advice and assistance may be obtained from the Underwriters appointed agency:

Voyagers Assistance World-wide

Tel No: UK. (+44) (0)20 8466 9191 Fax. No: UK. (+44) (0)20 8313 9062
Please Quote the Reference G.E.R. when using this service and avoid use other than for Emergencies

TOURING BENEFITS

PRINCIPAL PROVISIONS

To pay the expenses specified in Subsections (a) to (g) incurred by the Travel party as the result of any of the following occurrences during the Period of Travel:-

- Mechanical breakdown or theft of the Insured vehicle.
- Damage to the Insured vehicle caused by accident, fire, natural disaster or criminal act.
- Incapacity of the only competent driver in the Travel Party caused by accidental bodily injury sustained or illness first declaring itself during the Period of Travel.

Subsections (a), (b) and (c) Immediate Expenses:

- Up to £250 in all in respect of garage call-out charges, towage charges and labour charges for any emergency repairs that render the vehicle serviceable for continuation of the journey, excluding the cost of any replacement parts used and any puncture repairs.
- Up to £75 in all in respect of miscellaneous telephone and travel expenses incurred in advising changes in travel arrangements and/or in reporting the accident or theft to the Police.
- Additional Accommodation Expenses reasonably incurred for one night's stay in the vicinity of the incident.

Subsections (d) to (g) Further Expenses where the Travel Party is unable to use the Insured Vehicle for a continuous period of eight hours or more:

- Cost of towage to the nearest suitable motor repair workshop or place of safe storage.
- Cost of storage pending commencement of repairs, and/or vehicle collection as provided for in Subsection (g), and/or recovery of the drivers fitness.
- Miscellaneous communications and travel expenses incurred in locating and collecting any necessary replacement parts including freight and ancillary despatch charges.
- The following expenses resulting from the optional courses of action specified: -

If the Travel Party remains in the vicinity of the incident pending vehicle repair, police investigation or recovery of driver's fitness:

- Additional Accommodation Expenses and Hired Car Charges (with driver where necessary) incurred for up to five days stay.

If the Travel Party continues the originally planned trip without the Insured Vehicle:

- Additional Travel Expenses (including equivalent Hired Car charges) and Accommodation Expenses incurred within the originally planned period of the trip, and then:
- Further Additional Travel Expenses (including equivalent Hired Car charges) and Accommodation Expenses incurred for two members of the party to travel from the trip destination to collect the vehicle and rejoin the rest of the party, or for the whole party to collect the vehicle on their journey home, if it becomes usable again before completion of the trip, or
- Vehicle repatriation expenses specified in paragraph (vi) or (vii) if the vehicle remains unusable at the completion date of the trip.

If the Travel Party abandons the planned trip and returns directly back to home in the United Kingdom without the Insured Vehicle:

- Additional Travel Expenses (including equivalent Hired Car charges) incurred, and
- Reasonable Additional Travel Expenses (including equivalent Hired Car charges) and Accommodation Expenses, petrol costs and green card charges incurred for up to two persons to travel out and drive the vehicle directly back to home in the United Kingdom when it becomes usable again, or
- Cost of transporting the vehicle to home or local repairers in the United Kingdom using the Underwriters' appointed Recovery Service.

If the Travel Party abandons the planned trip because of continuing incapacity of the driver:

(viii) **Cost of transporting the Insured Vehicle and Travel Party directly back to home in the United Kingdom** using a professional chauffeur appointed by Underwriters.

ADDITIONAL PROVISIONS

(h) Non-availability of Insured Vehicle for start of trip:

To pay the **Hired Car Charges** incurred by the Travel Party in carrying out the originally planned trip if at commencement date of the trip the Insured vehicle is unavailable for use as the result of any of the following mishaps having occurred after this Insurance is effected and within the seven days prior to the said commencement date: **mechanical breakdown, theft, or damage caused by accident, fire, natural disaster or criminal act.**

(i) Loss of use of free-standing tent:

To pay the following expenses incurred by the Travel Party within the originally planned period of the trip if the said trip involves the use of a free-standing tent for overnight accommodation and if during the Period of Travel that tent is stolen or is rendered unserviceable though damage caused by accident, fire or criminal act:

- (i) Up to three nights Additional Accommodation Expenses, or
- (ii) Up to fourteen nights reasonable charges incurred for the hire of an equivalent tent, **provided that** the damage is not caused by adverse weather conditions nor through the lack of proper care in handling, transport or storage.

(j) Customs Duty:

To pay up to **£2,500 in all in respect of customs charges and taxes** for which the owner of the Insured Vehicle becomes liable if, whilst the Insured Vehicle is outside the United Kingdom during the Period of Travel, its theft or accidental total destruction results in a breach of the relevant import/expert regulations.

(k) General Average and Salvage:

To pay up to **£2,500 in all in respect of any general average and salvage charges levied by Carriers** under maritime law and/or contract of carriage and paid to secure the release of the Insured Vehicle if at any time whilst the said vehicle is being transported by sea during the Period of Travel a situation of general peril arises and the carriers incur expenses and liability in the interests of the common safety of their passengers and cargo as a whole.

(l) Bail Deposit:

To furnish a monetary guarantee or deposit of up to **£2,500 per person**

demand by the proper authorities to secure the release of any one or more members of the Travel Party who has (have) been taken into legal custody outside the United Kingdom following an accident involving the Insured Vehicle during the Period of Travel, provided that:

- (i) the said persons shall at all appropriate times supply all information and assistance necessary to secure cancellation of the guarantee or return of the deposit to Underwriters, and
- (ii) if the guarantee or deposit becomes wholly or partly forfeited through failure of the said persons to comply with the terms of their release or through retention by the authorities to pay fines or costs, the amounts thus forfeited shall become the said persons' own financial responsibility and they or their personal representatives shall immediately become liable to make repayment in full to the Underwriters.

(m) Legal Expenses:

To pay up to **£5,000 in all in respect of legal expenses** incurred by or on behalf of any one or more members of the Travel Party in the pursuit of a claim for damages against third parties involved in an accident with the Insured Vehicle during the Period of Travel, including legal expenses arising out of an endeavour to recover any uninsured loss, provided that:

- (i) such expenses are incurred with the Underwriters' prior consent (which shall not be unreasonably withheld), and
- (ii) the Underwriters reserve the right to withdraw from the proceedings at any stage and to limit their liability to those expenses incurred during the period up to but not beyond the date of such withdrawal.

CONDITIONS AND EXCLUSIONS

The Underwriters shall not be liable for: -

- (i) Any claim arising whilst the Insured Vehicle is being driven by any person aged 70 years of more, or by any person not holding an appropriate driving licence, or by any person who is disqualified from driving.
- (ii) Any claim arising from overheating or seizure due to lack of oil or water; from the lack of a serviceable spare wheel or wheel-changing equipment; from rust or corrosion; or from frost damage.
- (iii) The cost of vehicle repairs other than as specifically provided for under **Subsection (a)**.
- (iv) Under **Subsection (f)**: Any expense incurred in the provision or despatch of incorrect replacement parts where this is due to insufficient or inaccurate information supplied by the Travel Party or by persons acting on their behalf.
- (v) Under **Subsection (h)**: Any claim arising whilst the Insured Vehicle is being used for racing, rallying, speed trials, endurance trials or the like activities.
- (vi) Any loss consequent upon delay in the repatriation of the Insured Vehicle by Underwriters' appointed Recovery Service
- (vii) Any expense which would have been incurred in the normal course of the originally planned trip.

- (viii) Any claim arising from or in any way relating to any motor vehicle, trailer or caravan other than the motor vehicle and trailer or caravan specified in this Certificate.
- (ix) The consequences of any occurrence which at the time of happening is insured or would, but for the existence of this Insurance, be insured by any other insurer or indemnifying organisation, except in respect of any excess beyond the amount payable by such insurer or organisation.
- (x) Notwithstanding any provision to the contrary within this insurance, or any endorsement thereto, it is agreed that this insurance excludes any loss or expense of whatsoever nature directly or indirectly arising out of, contributed to, caused by, resulting from, or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss or expense:
 - (a) War, hostilities or warlike operations (whether war be declared or not),
 - (b) Invasion,
 - (c) Act of an enemy foreign to the nationality of the insured person or the country in, or over, which the act occurs,
 - (d) Civil war,
 - (e) Riot,
 - (f) Rebellion,
 - (g) Insurrection,
 - (h) Revolution,
 - (i) Overthrow of the legally constituted government,
 - (j) Civil commotion assuming the proportions of, or amounting to, an uprising,
 - (k) Military or usurped power,
 - (l) Explosions of war weapons,
 - (m) **Utilisation of Nuclear, Chemical or Biological weapons** of mass destruction howsoever these may be distributed or combined,
 - (n) Murder or Assault subsequently proved beyond reasonable doubt to have been the act of agents of a state foreign to the nationality of the insured person whether war be declared with that state or not,
- (xi) **Terrorist activity.**
The Underwriters shall not be liable under this Insurance for any claim caused or contributed to by, happening through or in consequence of:
 - (i) the failure of, or
 - (ii) the fear of failure of, or
 - (iii) the inability of,
 - (iv) any equipment or any computer program, to recognise, interpret correctly, or process any date as its true calendar date, or to continue to function correctly beyond that date.
- (xii) The Underwriters shall not be liable under this Insurance for any claim caused or contributed to by, happening through or in consequence of loss or unavailability of keys or the Insured Person's failure to make provision for their local availability in the event of a claim hereunder.

CONDITIONS

It is a condition of this Insurance:-

- (i) That at commencement of cover hereunder the Insured Vehicle shall be in good mechanical order, fully roadworthy, and regularly serviced in accordance with the manufacturers recommendations.
- (ii) That at commencement of the Period of Travel the drivers on whose fitness the trip depends shall not be driving or travelling contrary to medical advice.
- (iii) That at no time during the Period of Travel shall the Insured Vehicle be used for the carriage of goods or passengers for hire or reward, nor for racing, rallying, speed trials, endurance trials or the like activities; nor shall it be loaded or operated other than in accordance with the manufacturers recommendations and the relevant legislation in each of the countries being visited.
- (iv) That the Insured Person shall do all things reasonable and practical to minimise any claims hereunder.
- (v) In the event of vehicle repatriation, Underwriters liability will be limited to the market value of the vehicle.

SEE ALSO DEFINITIONS, LIMITATIONS AND OTHER TERMS AND CONDITIONS OVERLEAF.

E.U. DISCLOSURE CLAUSE (U.K.)

IMPORTANT NOTICE TO THE PROPOSER / ASSURED

The Parties are free to choose the law applicable to this Insurance Contract. Unless specifically agreed to the contrary this insurance shall be subject to English Law.

WHAT TO DO IN THE EVENT OF A COMPLAINT

Any enquiry or complaint should be addressed in the first instance to:-

Fogg Travel Insurance Services Limited,

The Hurst, Crow Hill Drive, Mansfield, Notts NG19 7AE
Telephone: 01623 631331 Fax: 01623 420450

If you are not satisfied with the way a complaint has been dealt with you may ask the Complaints and Advisory Department at Lloyd's to review your case without prejudice to your rights in law. The address is:-

Complaints and Advisory Department, Lloyd's

One Lime Street, London EC3M 7HA
Telephone: 020 7327 1000

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/register