

SCHOOL JOURNEY INSURANCE

SECTION 1 – DEFINITIONS

Insurer - Zurich Insurance Company

Period of cover – From the time of assembly of the School Journey party prior to departure until dispersal on return including direct travel to and from home. In respect of Section 2 only cover commences on the date that the first deposit is made.

Person(s) Insured – Each and every member of a School Journey party who is either a person involved in full-time education or a teacher or other adult not over 65 years of age.

Pollution and Contamination

- i) all pollution or contamination of buildings or other structures or of water or land or the atmosphere; and
- ii) all injury, illness, loss or damage directly or indirectly caused by such pollution or contamination

School Journey – Any trip or excursion not exceeding 31 days in duration (including exchange visits and work experience placements) approved by the Insured involving travel outside the school boundaries but excluding trips or excursions where insurance is provided as a part of the package price.

Winter Sports

- a) LIMITED COVER. Ski-ing, ski walks, the use of ski-bobs and toboggans and skating (all to a standard appropriate to the Person Insured's experience and training as judged by qualified instructors) including transits by lifts and recognised paths to and from ski-ing and ski-bob pistes all under the direct supervision of qualified instructors and /or teachers. Unaccompanied use of nursery ski slopes or skating with the consent of a qualified instructor is allowed.
- b) FULL COVER (Adults only). Ski-ing including off-piste, ski walks, skating and the use of ski-bobs and toboggans including transits by lifts all without supervision it being understood that the Person Insured is qualified by training and experience to engage in such activities unaccompanied.

Ski-flying, ski-acrobatics or stunting, ice-hockey, the use of skeletons or bobsleighs or racing or jumping of any kind are excluded.

SECTION 2- CANCELLATION AND OTHER EXPENSES

The Insurer will indemnify the Insured and , at the request of the Insured, any Person Insured in respect of the following expenses arising as a direct result of the cancellation, delay in commencement, curtailment (proportionately only) or extension of the School Journey during the Period of Cover by any fortuitous event outside the control of the Insured or the Person Insured where the expenses are not recoverable from any other source, subject to the Limit of Indemnity specified in the Schedule in respect of each Person Insured:

- a) loss of deposits and charges for which the Insured or Person Insured is legally liable
- b) additional travel and accommodation costs necessarily and reasonably incurred, including obtaining replacement passport:

provided that in the event of cancellation or interruption of public transport services by riot, strike or civil commotion occurring at commencement of or during the journey:

- i) the said riot, strike or civil commotion was not in existence or threatened at commencement of the Period of Cover
- ii) where such circumstances occur and are not excluded under (i) above the Insurer reserves the right to arrange alternative means of transport and route
- iii) any alternative transport by air must be approved by the Insurer.

Exceptions

The Insurer will not be liable:

1.To make any payment under this Section in respect of any expenses resulting directly or indirectly from:

- a) government regulations, service with the armed forces, disinclination to travel or financial circumstances (other than redundancy of a parent or guardian where such redundancy occurs after the Period of Cover has commenced)
- b) act, error, omission or default of any agent, firm or person undertaking to provide transport, accommodation or other services to the Insured or Person Insured
- c) (i) the way in which any Data Processing System responds to or deals with or fails to respond to or fails to deal with any true calendar date
(ii) any Data Processing System responding to or dealing in any way with:
 - i. any data denoting a calendar date or dates as if such data did not denote a calendar date or dates
 - ii. any data not denoting a calendar date or dates as if such data denoted a calendar date or dates

whether such Data Processing System is the property of the Insured or not and whether occurring before during or after the year 2000.

For the purpose of this Exception “Data Processing System” will mean any computer or data processing equipment or media or microchip or integrated circuit or any similar device or any computer software or computer firmware.

2.For the first £15 of any claim for any Person Insured other than for loss of deposit only providing that the total amount will not exceed £100 in the aggregate in respect of any one School Journey.

SECTION 3 – MEDICAL AND ASSOCIATED EXPENSES

The Insurer will indemnify the Insured and, at the request of the Insured, any Person Insured in respect of the following expenses or charges which are the direct result of accidental injury sustained or illness declaring itself during the Period of Cover, subject to the Limit of Indemnity specified in the Schedule in respect of each Person Insured and which are reasonably incurred:

- (a) following an accident or in an emergency, hospital, medical, surgical or nursing attention including dental treatment, medicine or drugs, hospital or nursing home accommodation, such expenses to be incurred outside Great Britain, Northern Ireland, the Isle of Man or the Channel Islands within 12 months from the date of the incident causing accidental injury or illness. The Insurer will not be liable for the first £15 of any claim for any person Insured
- (b) for additional hotel accommodation or transport costs incurred for the transportation back to their home within Great Britain, Northern Ireland, the Isle of Man or the Channel Islands of any sick or injured Person Insured
- (c) by parents or one other near relative, friend or responsible adult in travelling to, remaining with or escorting home any Person Insured suffering from the direct result of accidental injury or illness provided that all expenses incurred in connection with any one claim in excess of £250 are approved by the Insurer
- (d) in the event of death of the Person Insured, for the burial or cremation at the place of death (other than Great Britain) including expenses incurred by parent or one other near relative for return travel and board and lodging in attending the funeral or cremation.

SECTION 4 – PERSONAL ACCIDENT

The Insurer will pay to the Person Insured or their legal representatives the Benefits specified below as compensation if any Person Insured during the Period of Cover sustains bodily injury caused by violent, accidental, external and visible means which solely and independently of any other cause within 24 months from the date of injury results in:

Benefits	Amount Payable (the following percentage of the Capital Sum specified in the Schedule)	
1. death of a Person Insured aged 18 years and over (the maximum amount payable in the event of death of a Person Insured aged under 18 is £7,500)	100%	
2. total loss of use of or total loss by physical severance of one or more hands or feet or total loss of sight in one or both eyes	100%	
3. permanent total disablement (other than as stated above) from engaging in or giving attention to any profession or occupation (or scholastic duties for a Person Insured aged under 18 years)	100%	
4. permanent partial disablement:		
a. total loss of hearing	60%	
b. total loss of hearing in one ear	15%	
c. complete loss of use of hip, knee or ankle	20%	
d. removal of lower jaw by surgical operation	30%	
e. fractured leg or foot with established non-union	25%	
f. fractured knee cap with established non-union	20%	
g. shortening of a leg by at least 3 centimetres	15%	
h. loss by amputation or complete loss of use of:	<u>Right</u>	<u>Left</u>
(i) one thumb	20%	17.5%
(ii) one index finger	15%	12.5%
(iii) any other finger	10%	7.5%
(iv) one big toe	10%	10%
(v) any other toe	3%	3%
i. complete loss of use of shoulder or elbow	25% 20%	
j. complete loss of wrist	20% 15%	
5. permanent facial disfigurement to an extent of not less than five square centimetres of scar tissue in the area from the hairline to and including the lower jaw and ears	10%	
6. loss of or damage to teeth and dentures - the cost of dental treatment or repair or replacement of dentures up to a maximum of	2.5%	

7. temporary total disablement for a period not exceeding 104 weeks from engaging in or giving attention to:-

(a) usual occupation for a Person Insured aged 18 years and over

as specified in the Schedule

(b) scholastic duties for a Person Insured aged under 18 years

as specified in the Schedule

MEMORANDA

(1) Applicable to Benefit 3

If after expiry of 52 weeks of consecutive disablement the Person Insured is still totally disabled from engaging in or giving attention to any profession or occupation (or scholastic duties for a Person Insured aged under 18 years) but the medical evidence is such that it cannot be said that such disablement is permanent total and absolute, payments will be made for as long as total disablement continues for a period not exceeding 10 years. Payments will be at an annual rate of 10% of Benefit 3 and will be made by half yearly instalments in arrears. The first payment will be made 18 months after commencement of disablement in respect of the first 18 months of disablement.

(2) Applicable to Benefit 4

(a) In the case of other permanent partial disablement not specified in Benefit 4 the amount payable will be such proportion of Benefit 2 as is commensurate with the degree of permanent partial disablement when compared with the degree of disablement specified in Benefit 4

(b) The amounts payable under (h), (i) and (j) will be reversed in the case of a left-handed person.

(3) Applicable to Benefit 7

Unless otherwise agreed by the Insurer weekly compensation will not become payable until the total amount due has been ascertained.

(4) The total amount payable under Benefits 1 to 6 for all accidents sustained during any one School Journey by any one Person Insured will not exceed the Capital Sum specified in the Schedule.

SECTION 5 – PERSONAL EFFECTS AND MONEY

The Insurer will indemnify the Insured and, at the request of the Insured, any Person Insured in respect of loss, damage or destruction occasioned during the Period of Cover, subject to the following limits of indemnity in respect of each Person Insured:

(a) any one article or pair or set of articles	£250
(b) all money (which includes cash, bank and currency notes, cheques, credit cards, travel tickets and petrol and other coupons)	£400
(c) all money (which includes cash, bank and currency notes, cheques, credit cards, travel tickets and petrol and other coupons) in the custody of a responsible adult	£2,500
(d) all property insured including under (a) and (b) above but excluding (e)	£1,500
(e) Skis, ski-sticks and bindings where any Person Insured elects to insure such items	£200

Extension

In the event of any Person Insured's baggage not arriving at the outward destination within 12 hours of the Person Insured's arrival the Insurer will reimburse the cost of purchase of essential items of toiletry and clothing up to a maximum sum of £100.

If the baggage proves permanently lost such sum will be deducted from the final settlement.

Exceptions

The Insurer will not be liable:

- (a) for loss, damage or destruction occasioned:
 - (i) to mechanically propelled vehicles, caravans, trailers, boats, sailing boards and other waterborne craft or to any other property more specifically insured
 - (ii) to property insured left overnight or any unattended vehicle unless in a locked garage
 - (iii) by moth, vermin, wear or tear, gradual deterioration or any process of cleaning, repairing or restoring or from atmospheric or climatic conditions
 - (iv) to sports gear in use
 - (v) by confiscation or detention by Customs or other authority
 - (vi) to glass, fragile or brittle articles, or contact lenses, or camping equipment (unless by fire or collision or overturning of the vehicle or other conveyance containing the equipment)

- (b) in respect of money shortages due to error or omission or for losses due to depreciation in value of currency
- (c) for losses not reported to the Police at a Police Station or to the Carriers when loss occurs in transit within 24 hours of discovery.
- (d) the first £15 of any claim for any Person Insured under (a), (b), (d) and (e) other than in respect of delayed baggage, under the Extension above
- (e) for the first £15 of any claim under (c)

SECTION 6 – LEGAL LIABILITY

Insofar as a Person Insured is not entitled to indemnity under any other policy of insurance or from any other source the Insurer will indemnify the Person Insured in respect of liability at law for death, bodily injury or illness or damage to or loss of property all of which is accidental in character and which occurs during the Period of Cover, subject to the Limit of Indemnity specified in the Schedule in respect of any one claim or series of claims arising out of any one occurrence consequent to one source or original cause.

In addition costs and expenses of litigation incurred with the consent of the Insurer will be paid.

Exceptions

The Insurer will not be liable:

- (i) for death, injury or illness of or to any person under a contract of service with the Insured or the Person Insured
- (ii) for damage to or loss of property belonging to or under the control of the Insured or the Person Insured
- (iii) for claims arising in connection with any mechanically propelled vehicle or any aircraft or waterborne vessel or craft, owned, controlled or driven by the Insured or any Person Insured or their servants or agents
- (iv) to indemnify the Insured or the Person Insured in respect of liability accepted or imposed under agreement without the written consent of the Insurer
- (v) for bodily injury or illness (fatal or otherwise) or loss or damage caused to property when such injury, illness, loss or damage arises directly or indirectly out of Pollution and Contamination unless such Pollution and Contamination arises from a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Cover. All Pollution and Contamination which arises out of one incident will be deemed to have occurred at the time such incident takes place.
- (vi) to make any payment in respect of liability arising from the supply of goods or services.

SECTION 7 – EXCLUSIONS

1. The Insurer will not be liable for any claim made or brought as a result of:

- (a) motor-cycling, racing of any kind other than on foot, or air travel other than as a passenger in a licensed passenger carrying aircraft
- (b) intoxication of or the illegal use of drugs by any Person Insured or deliberate exposure to unnecessary danger (except in an attempt to save human life) or sexually transmitted disease
- (c) any Person Insured undertaking a School Journey against medical advice
- (d) (1) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss
(2) any legal liability of whatsoever nature

directly or indirectly caused by or contributed to by or arising from:

- (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - (ii) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
- (e) pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds
 - (f) any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or martial law.

2. The Insurer will not be liable for any claim made or brought:

- (a) in the United States of America or Canada or territories under their jurisdiction
- (b) under or in consequence of any judgement or order in or under the laws of the United States of America or Canada or territories under their jurisdiction.

3. The Insurer will not be liable for any loss directly or indirectly arising out of, contributed by, or resulting from actual, threatened, feared or perceived use of biological, chemical, radioactive or nuclear agent, material, device or weapon.

SECTION 8 – SPECIAL CONDITIONS

1. If at the time the arrangements for the School Journey are made any Insured person or Person Insured is aware of any circumstances likely to result in the School Journey being delayed, cancelled or curtailed such circumstances must be declared to the Insurer.
2. The Insured and Persons Insured will:
 - (a) take all reasonable steps to prevent accident, loss, damage, destruction or expense and to recover property lost or stolen
 - (b) give immediate notice in writing to the Insurer of any event likely to give rise to a claim under this Policy. Every letter, claim, writ or other correspondence must be sent to the Insurer immediately. No admission of liability waiver of rights or promise of payment will be made without the Insurer's written consent
 - (c) allow the Insurer at any time to take over and conduct in the name of the Person Insured the defence or settlement of any claim or to prosecute in the name of the Person Insured for the Insurer's own benefit any claim for indemnity or damages or otherwise against any third party
 - (d) at the request and at the expense of the Insurer do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Insurer for the purpose of enforcing any rights and remedies or of obtaining relief or indemnify from other parties to which the Insurer will be or would become entitled or subrogated upon its paying for or making good any destruction or damage hereunder whether such acts and things are or become necessary or required before or after the Insured's indemnification by the Insurer.
3. In respect of hazardous activities it is a condition of this insurance that the persons in charge have reached a reasonable standard of proficiency in the activity in which the Persons Insured are participating.
4. Where canoeing or sailing of any kind, including the use of powered vessels, is being undertaken it is a condition of this insurance that:
 - (a) the persons in charge have achieved a reasonable standard of sailing and navigational competence
 - (b) for yatching and canoeing life jackets or buoyancy aids are worn by all the Persons Insured participating and for other sailing (except in rowing boats) life saving equipment is carried in the vessel.
5. The Insured will furnish such information as the Insurer may require and render all possible assistance in connection with any claim under this Policy. The Insured will supply such evidence of death or injury and the cause of such death or injury including a report of a qualified medical practitioner as the Insurer may reasonably require and all certificates, information and evidence required will be furnished at the expense of the Insured.
6. After notice has been given of any injury, the medical representative of the Insurer will be allowed to visit and examine the injured person at all reasonable times and if such visit or examination is not permitted the insurance will be void in respect of that injury.
7. So far as concerns Section 3 and 4 if the aggregate amount of benefit payable in respect of any one incident exceeds the sum of £2,000,000 the benefit payable for each Person Insured will be proportionately reduced until the total is equal to the sum of £2,000,000.

8. This Policy will be voidable in the event of misrepresentation, misdescription or non-disclosure at any time by the Insured of any material particular.
9. If any claim is in any respect fraudulent or if any fraudulent means be used by the Insured or anyone acting on the Insured's behalf to obtain benefit under this Policy or if any injury, loss or damage be occasioned by the wilful act or with the connivance of the Insured all benefit under this Policy will be forfeited.
10. The Insured will within one month from expiry of each Period of Insurance furnish the Insurer such particulars and information as the Insurer may require. The premium for such period will thereupon be adjusted and any additional premium due paid by the Insured.
11. If at any time of any occurrence giving rise to a claim under this Policy there is or would but for the existence of this Policy be any other insurance applicable to such claim then unless the Policy expressly provides otherwise the Insurer will not be liable in respect of that claim except insofar as concerns any excess beyond the amount which would be payable under such other insurance had this Policy not been in force.
12. If any difference arises as to the amount to be paid under this Policy (liability being otherwise admitted) such difference will be referred to an arbitrator to be appointed by the parties in accordance with the statutory provisions in that behalf for the time being in force. Where any difference is by this condition to be referred to arbitration the making of an award will be a condition precedent to any right of action against the Insurer.
13. The due observance and fulfilment of the terms and conditions of this Policy by the Insured insofar as they relate to anything to be done or complied with by the Insured will be a condition precedent to any liability of the Insurer to make any payment under this Policy.
14. The Insurer may cancel this Policy by giving 30 days notice in writing by recorded delivery to the Insured at the Insured's last known address. The Insured will be entitled to a pro rata return of premium calculated from the date of cancellation.
15. Where a Long Term Agreement expiry date is shown in the Schedule a discounted premium has been charged for this Policy in consideration of the Insured having agreed to offer annually within the currency of this agreement the insurance under this Policy on the terms and conditions in force at the expiry of each Period of Insurance and to pay the premium annually in advance, it being understood that the Insurer will be under no obligation to accept an offer made in accordance with this undertaking.

The above undertaking applies to any policy or policies which may be issued by the Insurer in substitution for this Policy and the same discount will be incorporated in the premium on any substituted policy issued by the Insurer.

Payment of the first or renewal premium will be deemed acceptance by the Insured of this Condition.

SECTION 9 – COMPLAINTS PROCEDURE

If you have a query or complaint regarding your Policy, this should be addressed to the Zurich Municipal Office administering it. If you can give details of your Policy and in particular your policy number this will help us to deal with your query or complaint more speedily. If you are not satisfied with our response please write to the Manager of the Office that administers your Policy. In the unlikely event that you are still not satisfied please write to the Chief Executive at the Insurer's Head Office at the address shown on your Policy.

Please Note:

You can approach the Association of British Insurers for assistance. The address and telephone number of the London Headquarters are as follows:

Association of British Insurers
51 Gresham Street
London EC2V 7HQ

Tel: 020 7600 3333

The above does not affect your legal rights.