

The Government of Jersey (also referred to as the Insured) have arranged with INSURANCE CORPORATION OF THE CHANNEL ISLANDS LIMITED (also referred to as the Insurer) to provide this Insurance to cover Journeys which have been notified to and accepted by the Insurer and in respect of which the agreed premium has been paid. The Insurance is provided by the Insurer, is based upon the information provided by the Insured and any Insured Person and the terms of the Insurance are as specified in this document and the attaching Acceptance Form. The Insured and each Insured Person shall take all reasonable precautions to prevent injury, loss or damage

The Policy shall be governed by English Law and Jersey Courts shall have exclusive jurisdiction in any dispute arising under this policy.

DEFINITIONS

An Insured Person is any person who has booked or has been booked to undertake the Journey with the authority of the Insured.

The Period of Insurance shall be the Period of Insurance specified in the Acceptance Form issued by the Insurer (the insurance under Section 2 commences on the date the Insurance is effected and the Insurance under all other Sections commences from the time the Insured or the Insured Person leaves his or her place of residence to commence the Journey. Insurance under all Sections ceases on the return of the Insured or the Insured Person to his or her place of residence, provided that the Insurance shall not continue more than 24 hours after the booked time of return. The Period of Insurance is extended automatically without charge until the completion of the homeward journey if the booked journey is necessarily extended by delay due to circumstances beyond the control of the Insured.

LIMIT OF LIABILITY

The Insurer's limit of liability for all claims made under this Policy in respect of any one occurrence or event regardless of the number of Insured Persons involved is £2,000,000.

SECTION 1 – PERSONAL ACCIDENT

In the event of accidental Injury being sustained the Insured Person during the Period of Insurance, benefit will be paid as follows:

- (1) Death by accident £25,000
- (2) Loss of One or More Limbs or One or Both Eyes..... £25,000
- (3) Permanent Total Disablement from following any occupation £25,000
- (4) Temporary Total Disablement from following usual occupation £150 per week

PROVISIONS

- 1. In respect of an Insured Person under the age of 18 years at the time of Injury:
 - (a) the death benefit under (1) will be limited to £3,750
 - (b) the weekly benefit under (4) is excluded.
- 2. In respect of a person not gainfully employed, the weekly benefit under (4) is limited to expenses necessarily incurred but not payable under any other Section of the Insurance and not exceeding the weekly limit specified under (4).
- 3. No benefits will be payable:
 - (a) Under (1) or (2) unless such loss or death occurs within twelve months of the date of Injury.
 - (b) Under (3) except on proof to the Insurer that the disablement has continued for twelve months from the date of Injury and in all probability will continue for the remainder of the Insured Person's life.
- 4. Benefit under (4) is limited to 100 consecutive weeks or the period of disablement whichever is the lesser.
- 5. The maximum amount of all benefits payable for one or more injuries sustained by an Insured Person during the Period of Insurance shall not exceed £25,000 or £10,000 in respect of injuries sustained whilst rock climbing or caving.

DEFINITIONS

Injury means bodily injury caused solely and directly through accidental, external, violent and visible means.

Loss of a Limb means by physical severance of a hand at or above the wrists, or of a foot at or above the ankle.

Loss of an Eye means the complete and irrevocable and irremediable loss of sight of an eye.

Permanent Total Disablement means disablement from engaging in or participating in any gainful occupation for twelve calendar months and at the end of that time being beyond hope of improvement.

Temporary Total Disablement means disablement from performing any and every kind of duty pertaining to the Insured Person's usual occupation.

Subject to Exclusion Clauses 1 and 3

SECTION 2 – CANCELLATION OR CURTAILMENT SUM INSURED £1,500

The Insurer will provide indemnity up to the Sum Insured for irrecoverable charges paid or charges contracted to be paid for which no benefit is received in respect of the Insured Person's Journey (together with reasonable additional travel expenses if the Journey is curtailed) should it be necessary for the Insured Person to cancel or curtail the Journey due to:

- 1. Jury Service, attendance under subpoena as a witness at a Court of Law, redundancy which qualifies for payment under applicable law or the compulsory quarantine restriction of the Insured Person or of the person with whom the Insured Person is travelling, or had arranged to travel.

- 2. The death, injury or illness (certified by a qualified registered medical practitioner) of:
 - (a) The Insured Person, or
 - (b) The Person with whom the Insured is travelling or had arranged to travel, or
 - (c) Any relative, fiancée, partner or close business colleague resident in the British Isles of the Insured Person or of the person with whom the Insured is travelling, or had arranged to travel to travel.
- 3. As a direct and necessary result of any cause outside the Insured's control of which the Insured had no knowledge of at the time of booking including travelling against British Foreign and Commonwealth office advice.

THE LIMITS

The Indemnity under this Section is limited to the following:-

- 1. £1,500 in respect of each Insured Person
- 2. Notwithstanding the above, the amount payable is further limited in respect of cancellation claims to the scale of any cancellation fees shown in the booking conditions for the Journey.

In respect of curtailment claims the amount is limited as detailed in 1 above, but is further limited to the proportionate amount of the total contracted cost for each day of the Journey foregone.

Excluding the first £50 of each and every claim each Insured Person and subject to Exclusion Clauses 1, 2, 3, 4 and 5

SECTION 3 – DEPARTURE DELAY

The Insurer will pay up to the limits shown below in all each Insured Person if, as a result of a Strike or Industrial Action, Weather Delay or mechanical breakdown or derangement of aircraft or sea vessel, the Insured Person's outward or return travel is delayed by a period of at least 6 hours from the booked departure time as shown on the travel itinerary.

The Insurer will pay to each Insured Person as follows:

- Either (a) If the Insured Person elects to cancel the whole travel itinerary, reimbursement of any irrecoverable Journey cancellation charges and reasonable additional expenditure up to £1,500
- or (b) If the Insured Person does not elect to cancel the whole travel itinerary, an amount of £30 for the first complete 6 hour period and thereafter £10 for each subsequent completed 6 hour period subject to a maximum recovery per Insured Person per round trip of £90.
- or (c) Missed connection – in the event that the Insured Person arrives at the point of international departure too late to commence the booked Journey as a result of failure of public transport services the Insurer will pay up to £400 for additional travel and accommodation expenses incurred by the Insured Person in order to reach his or her booked destination.

THE LIMITS

The maximum payment under this Section is limited to the following:-

- (1) In respect of cancellation of the whole Journey up to £1,500 each Insured Person.
- (2) In respect of delayed departure compensation £90.
- (3) In respect of missed connection £400.

DEFINITION OF STRIKE OR INDUSTRIAL ACTION

Any form of industrial action taken by workers, which is carried on with the intention of preventing, restricting or otherwise interfering with the production of goods or the provision of services.

DEFINITION OF WEATHER DELAY

Unavoidable delay of outward or inward travel caused by inclement weather conditions

Subject to Exclusion Clauses 1, 2, 3, 4, 5 and 9

SECTION 4 – MEDICAL AND OTHER EXPENSES

To pay up to £2,000,000 in all each Insured Person in respect of:

- (a) Medical, emergency dental and hospital treatment expenses incurred abroad whilst on the Journey, and additional hotel and repatriation costs to the British Isles necessarily incurred as the result of the Insured Person becoming ill or sustaining bodily injury during the Period of Insurance.
- (b) The necessary travel and hotel expenses of a relative of the Insured Person, a responsible person or qualified nurse who shall on medical advice accompany the Insured Person because of their medical condition.
- (b) Additional repatriation expenses necessarily incurred by the Insured Person consequent upon the death, sudden illness or injury of the Insured Person's relative, fiancée, partner or close Business colleague resident in the British Isles.
- (d) Transfer of the Insured Person's body or ashes in the event of death to Jersey and associated funeral and burial or cremation costs.

SECTION 5 – SEARCH AND RESCUE COSTS

Search and Rescue Costs

If during the course of an External Journey the Insured Person is reported as missing and a search or rescue is instigated by approved rescue or police authorities because

- A it is known or believed that the Insured Person has sustained bodily injury following an Accident or fallen ill
- B weather and safety conditions are such that it becomes necessary to instigate a search or rescue to prevent the Insured Person from sustaining bodily injury following an Accident or falling ill

the Company will pay up to a maximum of £25,000 for the necessary and reasonable costs incurred

Excluding the first £50 of each and every claim each Insured Person and excluding amounts recovered under any reciprocal provisions for travellers and subject to Exclusion Clauses 1, 2, 3 and 5.

SECTION 6 – BAGGAGE AND PERSONAL EFFECTS

The Insurer will pay up to £1,000 (£500 in respect of any Insured Person under 18 years of age) in all to indemnify the Insured Person for the value or cost of repairs (whichever is the lesser) in respect of baggage and personal effects belonging to an Insured Person which is accidentally lost, stolen or damaged, during the Journey including payment of up to £500 for emergency purchases such as essential items of clothing consequent upon temporary deprivation of baggage for a least 24 hours from time of arrival at the destination due to delay or misdirection in the delivery of baggage to the Insured Person

The Insurer's liability shall be limited to £250 any one item, pair or set.

Excluding the first £50 of each and every claim each Insured Person except claims for temporary deprivation of baggage only which are subject to no excess.

Subject to Exclusion Clauses 1, 2, 6, 7 and 8

SECTION 7 – PERSONAL MONEY

To pay up to £400 (but limited to £100 in respect of any Insured Person under 18 years of age) in all this Section to indemnify the Insured Person for theft or for the accidental loss of cash, bank or currency notes, cheques, postal or money orders, travellers cheques, travel tickets and petrol coupons.

Excluding the first £50 of each and every loss or claim each Insured Person

Subject to Exclusion Clauses 1, 2, 6, 7 and 8

SECTION 8 – PERSONAL LIABILITY

To indemnify an Insured Person for legal liability to a third party (including legal costs and expenses legally recoverable from an Insured Person and an Insured Person's costs and expenses incurred with the written prior consent of the Insurer) up to a limit of £2,000,000 in respect of any occurrence (or series of occurrences arising from the same cause) which takes place during the insured Journey and causes:

- (a) accidental bodily injury to any person
- (b) accidental loss of or damage to property

Subject to Exclusion Clauses 1, 2 and 10

EXCLUSIONS

NO LIABILITY SHALL ATTACH TO THE INSURER IN RESPECT OF CLAIMS:

1. Applicable to all Sections arising directly or indirectly from:
 - (a) Terrorism meaning any act including but not limited to the use of force or violence or the threat thereof of any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government committed for political religious ideological or similar purposes including the intention to influence any government or to put the public or any section of the public in fear
 - (b) war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion insurrection or military or usurped power
 - (c) nuclear fusion, nuclear fission or radioactive contamination.
 - (d) incidents which may give rise to a claim not notified in writing to the Insurer within 30 days of the expiry of the Period of Insurance.
2. Applicable to Sections 2, 3, 4, 5, 6, 7 and 8 only:

Which in the absence of this Policy would be recoverable under any other Insurance Policy(ies).
3. Applicable to Sections 1, 2, 3, 4 & 5 only:
 - (a) Directly or indirectly occasioned by, happening through or in consequence of aircraft or other aerial devices other than as a fare paying passenger in a duly certified multi-engine passenger carrying aircraft flown in the course of licensed operation for the transportation of passengers by air by a properly licensed crew.
 - (b) Directly or indirectly occasioned by, happening through or in consequence of mountaineering but not rock-climbing, riding or driving in races or rallies, pot-holing but not caving, sky diving, underwater or underground activity, suicide, insanity, intentional self-inflicted injury, the use of any drugs (other than medically prescribed drugs but excluding drug addiction), alcoholism, venereal disease, sexually transmitted diseases, A.I.D.S, Severe Acute Respiratory Syndrome and self exposure to needless peril (except in an attempt to save human life).

Excluding the first £50 of each and every claim each Insured Person and excluding amounts recovered under any reciprocal provisions for travellers and subject to Exclusion Clauses 1, 2, 3 and 5.

4. Applicable to Sections 2 and 3 only:
 - (a) Arising directly or indirectly from:
 - (1) Government regulations (other than in respect of compulsory guarantee) or currency restrictions or
 - (2) Omission or default of the provider of transport or accommodation or of an agent or tour operator through which the travel arrangements were made or
 - (3) Disinclination to travel or the financial circumstances of any Insured Person
 - (b) Directly or indirectly arising from failure to notify any travel agent or tour operator or provider of transport or accommodation immediately it is found necessary to cancel or curtail the travel arrangements.
5. Applicable to Sections 2, 3, 4 & 5 only:

Arising directly or indirectly where travel has been booked against the advice of a medical practitioner or the advice of the British Foreign and Commonwealth Office.

6. Applicable to Sections 6 and 7 only:
 - (a) For damage due to moth, vermin, wear and tear, atmospheric or climatic conditions or gradual deterioration
 - (b) For breakage of fragile articles, china, glass or sculpture.
 - (c) For damage to sports gear whilst in use.
 - (d) For loss due to confiscation or detention by customs or other authority.
 - (e) For loss of documents, deeds, manuscripts, passports or securities of any kind.
 - (f) For loss or damage whilst in the custody of an airline or other carrier unless reported immediately upon discovery
7. Applicable to Sections 6 and 7 only:

In respect of loss of travellers cheques not reported to the local branch or agent of the issuing authority within 24 hours of the discovery of the loss.
8. Applicable to Sections 6 and 7 only:
 - (a) In respect of shortages due to error, omission, exchange or depreciation in value or arising from confiscation by customs or other authority.
 - (b) Involving theft or suspected theft not reported to the police within 24 hours of the discovery of the loss.
9. Applicable to Section 3 only:

Without evidence of delay duly supported by a signed statement or certificate confirming the period of delay from the tour operator or the carrier's representative at the place of departure
10. Applicable to Section 8 only:

Arising directly from, in respect of or due to:

 - (a) Employers' liability or contractual liability
 - (b) Animals belonging to or in the care, custody or control of an Insured Person.
 - (c) Any wilful, malicious or unlawful act.
 - (d) Pursuit of trade, business or profession.
 - (e) Ownership or occupation of land or buildings (other than occupation only of any temporary residence).
 - (f) Ownership, possession or use of vehicles, aircraft or watercraft.
 - (g) Legal costs resulting from any criminal proceedings.
 - (h) Insanity, the use of any drug (except medically prescribed by a medical practitioner but excluding drug addiction) the influence of intoxicating liquor, mountaineering, riding or driving in races or rallies or the use of firearms, venereal disease, sexually transmitted diseases, A.I.D.S and Severe Acute Respiratory Syndrome.

WARRANTIES

The Insured and all Insured Persons warrant that at the time of effecting the Insurance:

- (a) No circumstances are known to the Insured or the Insured Persons which are likely to lead to cancellation curtailment of the holiday, and
- (b) The Insured and Insured Persons have disclosed all material facts concerning this Insurance to the Insurer
- (c) No travel will be undertaken or booked against a medical practitioner's advice or against the advice of the British Foreign and Commonwealth Office

Provided that where a booking has been made on behalf of the Insured and Insured Persons these warranties shall be deemed to have been given jointly and severally by that person and the Insured and Insured Persons

CLAIMS

Immediate notice in writing of accidents, proceedings and any other event which may give rise to a claim under this Policy must be provided by the Insured and Insured Persons to the Insurer. Claims are to be made in the form required by the Insurer.

All documents required in support of a claim shall be produced by the Insured and Insured Persons at their expense. The Insured and Insured Persons shall submit to medical examination at the expense of and as required by the Insurer. In the event of the death of the Insured Person, the Insurer shall have the right to request a post mortem at its own expense.

When first making a claim full details of the claim must be given together with any documentary or supporting evidence.

Except with the written consent of the Insurer, no person or other party is entitled to admit liability or to give any representation or other undertakings binding upon it. The Insurer will be entitled to conduct all proceedings arising out of or in connection with claims made in the name of the Insured and/or Insured Persons and to instruct legal representatives of its own choice for this purpose. Payments in settlement of claims shall be made by the Insurer to the Insured unless the Insured instructs otherwise.

IN THE EVENT OF LOSS OR MONEY AND/OR TRAVELLERS' CHEQUES OR A LOSS OF JEWELLERY OR PERSONAL EFFECTS THROUGH BURGLARY OR THEFT IMMEDIATE NOTIFICATION MUST BE MADE TO THE NEAREST POLICE AUTHORITY. A COPY OF THE POLICE REPORT MUST BE OBTAINED.

SHOULD LUGGAGE BE DAMAGED ON AN OUTWARD OR RETURN JOURNEY IT IS IMPORTANT THAT IT IS REPORTED TO THE AIRLINE BEFORE LEAVING THE AIRPORT. A PROPERTY IRREGULARITY REPORT MUST BE OBTAINED FROM THE AIRLINE.

PLEASE RETAIN RECEIPTS FOR ANY INCURRED EXPENSES WHICH ARE TO BE THE SUBJECT OF A CLAIM.

If emergency assistance is needed during an insured Journey, contact RSA on +44 (0)208 763 3155, Option 1 (where you will be put through to Healix International) quoting policy number RKJ344578

All claims must be reported to Felicity Ward at Insurance Corporation of the Channel Islands Ltd, PO Box 742, 26/30 Queen Street, St Helier, Jersey, JE4 8ZN. Telephone number +44 (0)1534 700225 or Email: felicity.lemarquand@insurancecorporation.com