

# Section 10 – United Kingdom Travel

## United Kingdom Travel Expense

### 1. Baggage and Money

If during a Journey which is wholly within the Territorial Limits and which commences during the Membership Year a Person's Baggage or Money is lost, damaged, stolen or destroyed the RPA Administrator will subject to the Definitions, Extensions, Exclusions and Conditions of the Rules compensate the Member on behalf of the Person concerned for the cost of repair or replacement.

The RPA Administrator will pay up to £2,000 per Person for the loss of Money or the cost of replacement as new for Baggage or for the cost of repairs for items that can be economically repaired.

The indemnity provided will not apply to any expense incurred as a result of loss or damage due to:

- i) moth, Vermin, wear and tear, atmospheric or climatic conditions or gradual deterioration, mechanical or electrical failure or any process of cleaning, restoring repairing or alteration
- ii) any Baggage insured under a policy of insurance
- iii) loss of or theft of electrical, audio or visual equipment from any unattended vehicle unless such equipment was out of sight in a locked compartment

### 2. Cancellation, Curtailment, Replacement, Rearrangement and Change of Itinerary

Subject to the special provisions below concerning COVID-19, if during the Membership Year, the Member or the Person is forced to:

- i) cancel a Journey wholly within the Territorial Limits
- ii) curtail a Journey wholly within the Territorial Limits
- iii) replace a Person on a Journey wholly within the Territorial Limits
- iv) rearrange to resume a Journey wholly within the Territorial Limits
- v) change the itinerary of a pre-booked Journey wholly within the Territorial Limits

as a direct and necessary result of any cause outside the Member's or Person's control the RPA Administrator will subject to the Definitions, Extensions, Exclusions and Conditions of the Rules compensate the Member for:

- i) deposits and advance payments (on a proportionate basis in respect of curtailment)
- ii) charges for transport
- iii) charges for accommodation and sustenance
- iv) any other charges

reasonably and necessarily incurred and that are forfeit under contract or not otherwise recoverable.

If during the Membership Year, the Member or the Person is forced to:

- i. cancel a Journey wholly within the Territorial Limits
- ii. curtail a Journey wholly within the Territorial Limits
- iii. replace a Person on a Journey wholly within the Territorial Limits
- iv. rearrange to resume a Journey wholly within the Territorial Limits
- v. change the itinerary of a pre-booked Journey wholly within the Territorial Limits

as a direct and necessary result of

- i. a Person contracting COVID-19 and not being able to start the Journey
- ii. the party lead contracting COVID-19, that party lead not being able to start the Journey and a replacement party lead not being available
- iii. someone with whom a Person is due to stay contracting COVID-19 and the Person is not able to start the Journey (school exchange)

the RPA Administrator will subject to the Definitions, Extensions, Exclusions and Conditions of the Rules compensate the Member for:

- i. deposits and advance payments (on a proportionate basis in respect of curtailment)
- ii. charges for transport
- iii. charges for accommodation and sustenance

reasonably and necessarily incurred and that cannot be deferred, cannot be recovered from the tour operator, booking agent or venue, are forfeit under contract or not otherwise recoverable.

The RPA Administrator will pay up to £1,000 per Person for the cost of the Journey.

The indemnity provided will not apply to Journeys cancelled, curtailed or rearranged due to:

the Member's or Person's disinclination to travel, including cancellation due to

1. fear of travelling.
2. weather conditions, unless the planned venue or transport is no longer available and cannot be replaced.
3. the Member's or Person's financial circumstances.
4. strike or industrial action which existed or of which advance notice had been given on or before the date on which the Journey was booked.
5. circumstances involving a Person who is travelling or intending to travel against the advice of a medical practitioner or for the purpose of obtaining treatment.

## **Member Retention**

Nil

## **Section 10 Definitions**

### **Baggage**

Articles which are the property of the Person or for which the Person is responsible which are taken on or acquired during a Journey.

### **Journey**

1. A school trip, excursion or work experience placement which is related to education; authorised by the Member and involves travel outside of the school boundaries, but within the Territorial Limits, or
2. A trip by any Employee or Governor in connection with the Business; authorised by the Member and involves travel outside of the school boundaries, but within the Territorial Limits.

### **Person**

Any Employee, Governor, volunteer, pupil of the Member or other persons;

- i. that were pupils of the Member at the time of booking the Journey
- ii. at the request of the Member and subject to the approval of the RPA Administrator

## Section 10 Conditions

- i. Members must always adhere to DfE and wider United Kingdom government guidance relative to travel and booking educational visits.
- ii. Where possible, Members must book the educational visit through a tour operator or travel agent and where appropriate ensure that the tour operator or travel agent with whom the educational visit is being booked is ABTA bonded.
- iii. Where possible, Members must ensure that the tour operator or travel agent with whom the educational visit is being booked will offer deferment of the educational visit in the event of cancellation due to COVID-19.
- iv. All educational visits must be conducted in line with relevant COVID-19 secure guidelines and regulations in place at that time.
- v. Members must undertake full and thorough risk assessments in relation to all educational visits and ensure that any public health advice, such as hygiene and ventilation requirements, is included as part of that risk assessment.
- vi. Claims must be submitted and handled as set out in the RPA welcome pack and the Claims Guidelines section of the Rules.
- vii. For a claim to be valid, all aspects of the trip including venue, accommodation and travel must have been booked before the claim is made.

## Section 10 Exclusions

- i. The indemnity provided under this Section will not apply to Journeys which are facilitated by the Member but contractually are between a pupil or their parent or guardian directly with a tour operator or booking agent.
- ii. The indemnity provided under this Section will not include the costs of a Person undertaking COVID-19 testing.

# Section 11 – Overseas Travel (Non United Kingdom) Travel Expense, including winter sports

## Emergency Assistance +44 (0)20 3475 5031

All other claims to be notified via [www.rpaclaimforms.co.uk](http://www.rpaclaimforms.co.uk)

For general enquiries and assistance:

Telephone: +44 (0) 3300 585 566

Email: [RPA.CM@davies-group.com](mailto:RPA.CM@davies-group.com)

For details of how to access the pre-travel advice please see the reverse of your RPA Membership document.

### 1. Medical Expenses, Repatriation and Emergency Travel

If during a Journey which commences during the Membership Year a Person sustains bodily injury following an accident or falls ill the RPA Administrator will subject to the Definitions, Extensions, Exclusions and Conditions of the Rules compensate the Member on behalf of the Person concerned for:

- i. the cost of medical surgical or other remedial attention treatment or appliances given or prescribed by a Medical Practitioner and all hospital, nursing home and ambulance charges. Dental charges and optical expenses are included only if necessitated by bodily injury following an accident or incurred for emergency treatment. Pregnancy or childbirth expenses are included but only if necessitated by bodily injury following an accident or incurred for pregnancy related illness or complications requiring emergency treatment
- ii) reasonable additional costs in travel, accommodation and repatriation necessarily incurred during a Journey by a Person or any colleague, teacher, relative or friend who have necessarily to travel to or remain with or escort the Person
- iii) the costs of transporting the body or ashes and the Person's Baggage to their normal country of residence

Provided that the liability of the RPA Administrator in respect of each and every loss shall be limited to £10,000,000 per Person.

The indemnity provided will not apply to any expense incurred:

- i) where a Person is travelling or intending to travel against the advice of a Medical Practitioner or for the purpose of obtaining medical treatment or advice
- ii) for hospital treatment provided on an in-patient basis where the Person or their representative has not made all reasonable attempts to obtain the prior approval of the Third Party Administrator or obtained the consent of the Third Party Administrator at the earliest opportunity
- iii) for repatriation or transporting the body or ashes without the prior consent of the Third Party Administrator

## **Member Retention**

Nil

## **2. Foreign Hospital Confinement**

If during a Journey which commences during the Membership Year a Person sustains bodily injury following an accident or falls ill resulting in admission to hospital as an in-patient on the advice of a Medical Practitioner the RPA Administrator will subject to the Definitions, Extensions, Exclusions and Conditions of the Rules pay to the Member on behalf of the Person concerned for each full day of hospitalisation up to a maximum of twelve weeks an amount of £75 per day.

If during a Journey which commences during the Membership Year a Person sustains bodily injury following an accident or falls ill resulting in a state of continuous unconsciousness the RPA Administrator will subject to the Definitions, Extensions, Exclusions and Conditions of the Rules pay to the Member on behalf of the Person concerned for each full day of continuous unconsciousness up to a maximum of twelve weeks an amount of £75 per day.

The indemnity provided will not apply to any hospitalisation where the Person or their representative has not made all reasonable attempts to obtain the prior approval of the Third Party Administrator or obtained the consent of the Third Party Administrator at the earliest opportunity.

## **Member Retention**

Nil

## **3. Personal Accident Expense**

In the event of a Person sustaining Accidental Bodily Injury during a Journey which commences during the Membership Year, the RPA Administrator will subject to the

Definitions, Extensions, Exclusions and Conditions of the Rules compensate the Member by payment of the appropriate Benefit as set out below.

### **Benefits**

- |      |                             |          |
|------|-----------------------------|----------|
| i)   | Accidental Death            | £100,000 |
| ii)  | Permanent Total Disablement | £100,000 |
| iii) | Loss of Limb or Loss of Eye | £100,000 |

The RPA Administrator will not pay any Benefit to the Member if any Accidental Bodily Injury is a result of or is contributed to by:

- i) the Person suffering from any disability due to a gradually operating cause
- ii) the Person being under the influence or being directly or indirectly affected by alcohol or drugs or any condition thereby aggravated other than drugs taken under the direction of a registered medical practitioner (other than for the treatment of drug addiction)
- iii) suicide, attempted suicide or intentional self-inflicted injury by the Person or from deliberate exposure to danger (except in an attempt to save human life) or from the Person's own criminal act
- iv) the Person engaging in or taking part in naval, military or air force service or operations

### **Member Retention**

Nil

## **4. Search and Rescue Expenses**

If during a Journey which commences during the Membership Year reasonable additional costs are necessarily incurred to conduct a search and rescue operation to locate a Person reported as missing to the police or coastguard or other authority responsible for rescue services where

- i) it is known or believed that a Person may have sustained bodily injury or become ill; or
- ii) weather or safety conditions are such that it becomes necessary to do so to prevent a Person from sustaining bodily injury or becoming ill

The RPA Administrator will subject to the Definitions, Extensions, Exclusions and Conditions of the Rules indemnify the Member and / or the police or coastguard or

other authority responsible for rescue services for reasonable additional costs that have been necessarily incurred.

Provided that the liability of the RPA Administrator in respect of each and every loss shall be limited to £100,000 per event.

The indemnity provided will not apply where the Person or their representative has not made all reasonable attempts to obtain prior approval of the Third Party Administrator or obtained the consent of the Third Party Administrator at the earliest opportunity.

## **Member Retention**

Nil

## **5. Political and Natural Disaster Evacuation**

The RPA Administrator will subject to the Definitions, Extensions, Exclusions and Conditions of the Rules compensate the Member on behalf of the Person concerned If during a Journey which commences during the Membership Year reasonable additional cost are incurred to evacuate the Person to the United Kingdom or the nearest place of safety if:

- i) the United Kingdom Foreign, Commonwealth and Development Office issues advice for a particular country or region in which the Person is travelling recommending that the Person leave that country or region, or
- ii) officials of the country in which the Person is travelling recommend that the Person leave the country for safety reasons, or
- iii) a state of emergency is declared in the country where the Person is travelling necessitating immediate evacuation

Provided that the liability of the RPA Administrator in respect of each and every loss shall be limited to:

- i) £10,000 in total per Person
- ii) £80,000 in total per trip

The indemnity provided will not apply to any expense incurred as a result of:

- i) the Member or the Person violating the laws or regulations of the country in which they are travelling
- ii) the Member or the Person failing to produce or maintain immigration work residence or similar visas permits or other relevant documentation for the country to which they are travelling



- iii) evacuation of nationals of the country involved
- iv) disinclination of the Member or Person to continue a Journey
- v) evacuation undertaken without the prior consent and agreement of the Third Party Administrator
- vi) circumstances more specifically covered under the Cancellation Curtailment Replacement Rearrangement and Change of Itinerary section

## **Member Retention**

Nil

## **6. Baggage**

If during a Journey which commences during the Membership Year a Person's Baggage is lost, damaged, stolen or destroyed the RPA Administrator will subject to the Definitions, Extensions, Exclusions and Conditions of the Rules compensate the Member on behalf of the Person concerned for the cost of repair or replacement.

The RPA Administrator will pay the cost of replacement as new for Baggage or for the cost of repairs for items that can be economically repaired. Provided that the liability of the RPA Administrator in respect of each and every loss shall be limited to:

- i) £500 per item that is not electrical, audio or visual equipment or hired winter sports equipment
- ii) £1,000 per item of electrical, audio or visual equipment
- iii) £2,000 per item of business equipment owned by the Member or for which the Member is responsible
- iv) £1,000 in total per Person for hired winter sports equipment
- v) £2,000 in total per Person

The indemnity provided will not apply to any expense incurred as a result of loss or damage due to:

- i) moth, Vermin, wear and tear, atmospheric or climatic conditions or gradual deterioration, mechanical or electrical failure or any process of cleaning, restoring repairing or alteration
- ii) confiscation or detention by customs or any other competent authority
- iii) any Baggage insured under a policy of insurance
- iv) loss of or theft of electrical, audio or visual equipment from any unattended vehicle unless such equipment was out of sight in a locked compartment

## **Member Retention**

The first £50 of each and every loss.

## **7. Baggage Delay**

If during an outward or onward Journey which commences during the Membership Year a Person's Baggage is delayed for more than six consecutive hours, the RPA Administrator will subject to the Definitions, Extensions, Exclusions and Conditions of the Rules compensate the Member on behalf of the Person concerned for any reasonable expenses necessarily incurred in purchasing essential replacement items.

The liability of the RPA Administrator in respect of each and every loss shall be limited to a maximum of £200 per Person.

Any payment the RPA Administrator makes under this extension 7 will be deducted from the total amount payable under section 6 if the Person's Baggage is permanently lost or damaged beyond economic repair.

## **Member Retention**

The first £50 of each and every loss.

## **8. Money**

If during a Journey which commences during the Membership Year a Person's cash or signed travellers cheque belonging to the Person or a debit, credit or charge card for which the Person is the authorised cardholder is lost, damaged, stolen or destroyed the RPA Administrator will subject to the Definitions, Extensions, Exclusions and Conditions of the Rules compensate the Member on behalf of the Person concerned for the loss of cash or signed travellers cheque or for any financial loss incurred directly as a result of the debit, credit or charge card being used fraudulently.

Provided that the liability of the RPA Administrator in respect of each and every loss shall be limited to:

- i) £750 in total per Person
- ii) £5,000 in total per event

The Third Party Administrator will provide assistance in replacing cash lost or stolen during a Journey. The value of any cash advance will be deducted from any subsequent claim. If a claim is not made the cash advance must be reimbursed to the Third Party Administrator.

The indemnity provided will not apply to:

- i) loss due to devaluation of currency or shortages due to errors or omissions during monetary transactions
- ii) loss due to confiscation or detention by customs or any other competent authority
- iii) loss of or theft of cash, signed travellers cheques, debit, credit or charge cards where evidence is not provided that the loss was reported to the police or other appropriate authority within forty-eight hours of the discovery of the loss
- iv) loss from fraudulent use of a debit, credit or charge card by:
  - a) the Person
  - b) a member of the family of the Person
  - c) an Employee of the Member where the debit, credit or charge card is issued on behalf of the Member
- v) cash, signed travellers cheques, debit, credit or charge cards insured under a policy of insurance
- vi) loss of or theft of cash, signed travellers cheques, debit, credit or charge cards from any unattended vehicle unless such cash, signed travellers cheques, debit, credit or charge cards was out of sight in a locked compartment

## **Member Retention**

The first £50 of each and every loss.

## **9. Travel Documents**

If during a Journey which commences during the Membership Year or during a period of seventy two hours immediately preceding the commencement of a Journey a Person sustains loss or damage to a passport, visa, travel tickets, driving licence or other essential travel document that belongs to the Person the RPA Administrator will subject to the Definitions, Extensions, Exclusions and Conditions of the Rules compensate the Member on behalf of the Person for any reasonable additional costs for travel accommodation and other associated cost necessarily incurred to enable the Person to obtain such essential replacement travel documents.

Provided that the liability of the RPA Administrator in respect of each and every loss shall be limited to £2,000 in total per Person and / or trip.

The Third Party Administrator will provide assistance in replacing lost or stolen tickets, passport or other travel documents.

The indemnity provided will not apply to:

- i) loss due to confiscation or detention by customs or any other competent authority

- ii) loss of or theft of travel documents where evidence is not provided that the loss was reported to the police or other appropriate authority within forty-eight hours of the discovery of the loss
- iii) travel documents insured under a policy of insurance
- iv) loss of or theft of travel documents from any unattended vehicle unless such travel documents were out of sight in a locked compartment.

## **Member Retention**

The first £50 of each and every loss.

## **10. Cancellation, Curtailment, Replacement, Rearrangement and Change of Itinerary**

Subject to the special provisions below concerning COVID-19, if during the Membership Year, the Member or the Person is forced to:

- i) cancel a Journey
- ii) curtail a Journey
- iii) replace a Person on a Journey
- iv) rearrange to resume a Journey
- v) change the itinerary of a pre-booked Journey

as a direct and necessary result of any cause outside the Member's or Person's control the RPA Administrator will subject to the Definitions, Extensions, Exclusions and Conditions of the Rules compensate the Member for:

- i) deposits and advance payments (on a proportionate basis in respect of curtailment)
- ii) charges for transport
- iii) charges for accommodation and sustenance
- iv) evacuation costs
- v) any other charges

If during the Membership Year, the Member or the Person is forced to:

- i. cancel a Journey
- ii. curtail a Journey
- iii. replace a Person on a Journey

- iv. rearrange to resume a Journey
- v. change the itinerary of a pre-booked Journey

as a direct and necessary result of

- i. a Person contracting COVID-19 and not being able to start the Journey
- ii. the party lead contracting COVID-19, that party lead not being able to start the Journey and a replacement party lead not being available
- iii. someone with whom a Person is due to stay contracting COVID-19 and the Person is not able to start the Journey (school exchange)
- iv. the entry requirements of the destination country for United Kingdom visitors changes between the date of the booking and the date of departure

the RPA Administrator will subject to the Definitions, Extensions, Exclusions and Conditions of the Rules compensate the Member for:

- i. deposits and advance payments (on a proportionate basis in respect of curtailment)
- ii. charges for transport
- iii. charges for accommodation and sustenance

reasonably and necessarily incurred and that cannot be deferred, cannot be recovered from the tour operator, booking agent or venue, are forfeit under contract or not otherwise recoverable.

Provided that the liability of the RPA Administrator in respect of each and every loss shall be limited to:

- i) £4,000 in total per Person
- ii) £250,000 in total per trip

The indemnity provided will not apply to Journeys cancelled, curtailed or rearranged due to:

A Member's or Person's disinclination to travel, including

- i) fear of travelling
- ii) weather conditions unless the planned venue or transport is no longer available and cannot be replaced
- iii) the Member's or Person's financial circumstances
- iv) strike or industrial action which existed or of which advance notice had been given on or before the date on which the Journey was booked

- v) circumstances involving a Person who is travelling or intending to travel against the advice of a medical practitioner or for the purpose of obtaining treatment

## **Member Retention**

Nil

## **11. Disruptive Pupils**

If during a Journey which commences during the Membership Year the Member is forced to return a disruptive pupil to their normal place of residence the RPA Administrator will subject to the Definitions, Extensions, Exclusions and Conditions of the Rules compensate the Member for:

- i) reasonable charges for transport of the disruptive child and authorised accompanying adult
- ii) other essential expenses of the disruptive child and authorised accompanying adult
- iii) reasonable expenses incurred for the return of the authorised accompanying adult or substitute adult in re-joining the original Journey

Provided that the liability of the RPA Administrator in respect of each and every loss shall be limited to £5,000 in total.

## **Member Retention**

The first £500 of each and every loss.

## **12. Missed International Connection or Departure**

If during a Journey which commences during the Membership Year a Person misses an international connection or departure because the scheduled aircraft, ship, train or coach fails to arrive at the published expected time of arrival the RPA Administrator will subject to the Definitions, Extensions, Exclusions and Conditions of the Rules compensate the Member for the reasonable costs of travel, accommodation and subsistence which are necessarily incurred less any amount recoverable elsewhere.

Provided that the liability of the RPA Administrator in respect of each and every loss shall be limited to £1,000 in total per Person.

The indemnity provided is subject to:

- i) the RPA Administrator being provided with written confirmation from the relevant travel provider detailing the actual time of arrival of the scheduled aircraft, ship, train or coach and written confirmation from the connecting

operator that the connection has been missed as a direct result of the late arrival of the scheduled aircraft, ship, train or coach

- ii) the Person accepting alternative equivalent means of transport if this is offered by the travel provider

## **Member Retention**

Nil

## **13. Kidnap Consultants Costs**

If during a Journey which commences during the Membership Year a Person is kidnapped or allegedly kidnapped the RPA Administrator will subject to the Definitions, Extensions, Exclusions and Conditions of the Rules compensate the Member on behalf of the Person for any reasonable and necessary fees and expenses of the consultants chosen by the RPA Administrator to investigate and negotiate the release of a Person which has been incurred in response to a kidnap including but not limited to costs of travel accommodation and qualified interpretation.

Provided that the liability of the RPA Administrator in respect of each and every loss shall be limited to £250,000 in total per Person and / or trip.

Any incident that could potentially lead to a claim under this section must be notified immediately to the Third Party Administrator.

The indemnity provided will not apply to any consideration paid or promised by the Member to a person or group believed to be responsible for the kidnap which is incurred to terminate the kidnap.

## **Member Retention**

Nil

## **14. Piste Closure**

If during a Journey which commences during the Membership Year as a result of not enough, or too much snow all resort lift systems are closed for more than twelve hours the RPA Administrator will subject to the Definitions, Extensions, Exclusions and Conditions of the Rules compensate the Member on behalf of the Person the cost of transport to the nearest resort or an amount of £35 per full day of closure.

Provided that the liability of the RPA Administrator in respect of each and every loss shall be limited to £350 in total per Person.

The indemnity provided is subject to the RPA Administrator being provided with a written statement from the management of the resort confirming the reason for the closure and how long it lasted.

## **Member Retention**

Nil

## **15. Personal Liability**

If during a Journey which commences during the Membership Year a Person becomes legally liable to pay damages in respect of:

- i) Personal Injury to any person
- ii) the illness of any person
- iii) the accidental loss or damage to the property of any person

The RPA Administrator shall:

- i) indemnify the Person for any such damages incurred by them; and
- ii) pay any costs and / or expenses incurred by a claimant arising out of i) ii) or iii) above and which are recoverable by the claimant
- iii) pay any other costs and expenses incurred with the Third Party Administrator's prior written consent

Provided that the liability of the RPA Administrator in respect of each and every loss shall be limited to £5,000,000 in total per Person.

The indemnity provided will not apply to:

- i) loss or damage to property belonging to or held in trust by or which is in the custody or control of Member or Person or any Employee of the Member or any member of the immediate family of the Person;
- ii) injury or illness to any member of the immediate family of the Person;
- iii) injury illness loss or damage arising directly or indirectly as a result of the ownership possession or use of any:
  - a) mechanically propelled vehicle
  - b) aircraft or motorised watercraft; or
  - c) firearm (other than sporting guns)
- iv) injury illness loss or damage arising directly or indirectly in connection with



- a) any malicious or unlawful act;
- b) any deliberate act that is intended by the Person other than where the Person uses reasonable force to protect persons or tangible property
- v) The ownership possession or occupation of land or buildings
- vi) damages resulting from venereal disease sexually transmitted diseases Acquired Immune Deficiency Syndrome (AIDS) or any AIDS related condition
- vii) Any fines or Penalties
- viii) damages resulting from a Person engaging in aviation as a pilot of a fixed wing or rotary propelled aircraft

## Member Retention

Nil

## 16. Legal Expenses

If during a Journey which commences during the Membership Year a Person sustains Personal Injury or illness caused by a third party during a Journey the RPA Administrator shall indemnify the Person for Legal Expenses incurred in pursuit of a claim for damages or compensation against the third party.

The RPA Administrator will also indemnify reasonable additional travel and accommodation costs necessarily incurred by a Person in connection with the requirement to attend court.

Provided that the liability of the RPA Administrator in respect of each and every loss shall be limited to £50,000 per Person.

The indemnity provided will not apply to any expense incurred:

- i) without the prior approval of the Third Party Administrator. The Third Party Administrator will give prior consent if the Person satisfies the Third Party Administrator that:
  - a) there are reasonable grounds for pursuing the legal proceedings and it is reasonably likely that such an action shall be successful; and
  - b) it is reasonable for Legal Expenses to be provided in a particular case
- ii) for any Legal Expenses incurred for the defence in any civil claim or legal proceedings made or brought by a third party against the Person
- iii) any fines or Penalties
- iv) any Legal Expenses incurred in connection with any criminal or wilful act

- v) any Legal Expenses incurred in the pursuit of any claim against a travel agent tour operator insurer or their agents which are eligible for consideration under an arbitration Scheme
- vi) any claim or circumstance notified more than twenty-four months after the incident from which the cause of action arose

## **Member Retention**

Nil

## **Section 11 Definitions**

### **Accidental Bodily Injury**

Accidental bodily injury sustained by the Person which solely and independently of any other cause (except illness directly resulting from or medical or surgical treatment rendered necessary as a result of such injury) occasions the death of or loss of disablement to the Person within 24 months from the date such injury is caused.

### **Baggage**

Articles which are the property of the Person or for which the Person is responsible which are taken on or acquired during a Journey. Baggage includes hired winter sports equipment that is not insured by the hirer and equipment owned by the Member or for which the Member is responsible.

### **Journey**

- i) A school trip, excursion or work experience placement anywhere in the world which is related to education; commences during the Membership Year; is authorised by the Member and involves travel outside of the school boundaries
- ii) A trip by any Employee or Governor in connection with the Business anywhere in the world which commences during the Membership Year; is authorised by the Member and involves travel outside of the school boundaries.

### **Legal Expenses**

- i) Any fees expenses and other disbursements reasonably incurred by a solicitor, firm of solicitors or any other appropriately qualified person firm or company appointed to act on behalf of the Person including costs and expenses of expert witnesses;

- ii) Any costs payable by a Person following an award of costs by any court or tribunal and any costs payable following an out of court settlement made in connection with any claim or legal proceedings.

### **Loss of Eye**

Total and permanent loss of sight in one or both eyes.

### **Loss of Limb**

- i) permanent loss by physical separation of one or more
  - a) hands at or above the wrist
  - b) feet at or above the ankle
- ii) permanent loss of use of one or more hands or feet

### **Medical Practitioner**

Doctor or specialist who is registered or licensed to practice medicine or dentistry under the laws of the country in which they practice and who is not the Person or a member of the immediate family of the Person.

### **Permanent Disability**

A condition of disability which in the opinion of the RPA Administrator's medical advisors at 12 months after the date of the incident giving rise to Accidental Bodily Injury is likely to continue without improvement for the rest of the Person's life.

### **Permanent Total Disablement**

Permanent disablement wholly preventing the Person from engaging in or giving attention to the Person's usual business profession or occupation caused other than by Loss of Limb or Loss of Eye which disablement lasts without interruption for more than 12 months from the date of the Accidental Bodily Injury.

### **Person**

Any Employee, Governor, volunteer, pupil of the Member or other persons;

- i. that were pupils of the Member at the time of booking the Journey
- ii. at the request of the Member and subject to the approval of the RPA administrator

## Section 11 Conditions

- i) Any Person participating in organised sports and physical leisure activities, hiking, trekking, mountaineering, rock climbing, pot-holing, caving, diving and outward bound activities must be supervised by persons with a reasonable standard of proficiency in the activity in which the Person is participating
- ii) Any Person participating in caving, pot-holing, weaselling and climbing based activities must wear appropriate safety helmets and equipment
- iii) Any person in charge of any canoeing or sailing of any kind including the use of powered vessels must have achieved a reasonable standard of sailing and navigational competence
- iv) Life jackets or buoyancy aids must be worn by any Person participating in yachting, canoeing or sailing
- v) Any Person participating in skiing, snowboarding, glacier walking or the use of ski-bobs or toboggans must wear appropriate safety helmets and equipment
- vi) Any Person participating in any activity must wear appropriate safety equipment if instructed to by the adult supervising the activity
- vii) Winter sports cover is restricted to:
  - a) Persons engaging in skiing, snowboarding, glacier walking, curling, skating, the use of ski-bobs and toboggans where the Person has been judged by a qualified instructor to have appropriate experience and is under the supervision of qualified instructors or teachers
  - b) transits by lifts and recognised paths to and from skiing, boarding or ski-bob pistes under the supervision of qualified instructors or teachers;
  - c) unaccompanied use of nursery ski slopes or skating with the consent of a qualified instructor
- viii) Members must always adhere to DfE and wider United Kingdom government guidance relative to travel and booking educational visits.
- ix) Trips must only be booked if at the time of booking there are no restrictions (as set by the United Kingdom Government) relative to travelling to the destination country.
- x) Trips must only be booked if at the time of booking the destination country does not have any restrictions applicable to the entry of travellers from the UK.
- xi) Where possible, Members must book the educational visit through a tour operator or travel agent and where appropriate ensure that the tour operator or travel agent with whom the educational visit is being booked is ABTA bonded and / or ATOL protected (as appropriate).
- xii) Where possible, Members must ensure that the tour operator or travel agent with whom the educational visit is being booked will offer deferment of the educational visit in the event of cancellation due to COVID-19.
- xiii) All educational visits must be conducted in line with relevant COVID-19 secure guidelines and regulations in place at that time.

- xiv) Members must undertake full and thorough risk assessments in relation to all educational visits and ensure that any public health advice, such as hygiene and ventilation requirements, is included as part of that risk assessment.
- xv) Claims must be submitted and handled as set out in the RPA welcome pack and the Claims Guidelines section of the Rules.
- xv) For a claim to be valid, all aspects of the trip including venue, accommodation and travel must have been booked before the claim is made.

## Section 11 Exclusions

The indemnity provided by Section 11 will not apply in respect of any expenses or loss arising from:

- i) Drug or alcohol abuse by any Person making a claim under this Section 11
- ii) A Journey to countries and specific areas in countries where at the time of booking or departure the Foreign, Commonwealth and Development Office are advising against all travel or all non–essential travel but this exclusion shall not apply to Section 11.10 where the Foreign, Commonwealth and Development Office publishes such advice after the time of booking the Journey
- iii) A trip, excursion, or work experience placement anywhere in the world which is facilitated by the Member but contractually is between a pupil or their parent or guardian directly with a tour operator or booking agent.
- iv) The costs of a Person having to isolate or quarantine due to COVID-19 either on entry to the destination country at the start of a Journey or on their return to the United Kingdom at the end of a Journey
- v) The costs of a Person undertaking COVID-19 testing.
- vi) The costs incurred for Journeys that at the time of booking were to a destination where restrictions (as set by the United Kingdom Government) relative to travelling to that destination were in place.
- vii) The costs incurred for Journeys where at the time of booking the destination country was restricting entry to visitors from the United Kingdom

## Medical and Security Assistance

The Third Party Administrator operates a multi-dimensional medical and security model supported by a 24/7 call centre who manage over 250 languages and is operated by technicians from Navy, Army, Police and Medic backgrounds.

The Third Party Administrator has access to over 10,000 service providers and maintains capability in every country in the world.

Services provided:

- i) personalised security detail
- ii) kidnap and ransom security experts
- iii) field medic attendance
- iv) international medical response
- v) dedicated and approved medical facilities
- vi) medical crisis management
- vii) remote medical provision
- viii) tracking (vehicles and personnel)
- ix) security audits and assistance
- x) live access to medical and security profiles for every country
- xi) mass warn and inform alerts to members of an event and guidance
- xii) e-learning for travel, safety and security topics

## **Contact Details**

### **Emergency Assistance +44 (0)203 475 5031**

All other claims to be notified via [www.rpaclaimforms.co.uk](http://www.rpaclaimforms.co.uk)

For general enquiries and assistance:

Telephone: +44 (0) 3300 585 566

Email: [RPA.CM@davies-group.com](mailto:RPA.CM@davies-group.com)

For details of how to access the pre-travel advice please see the reverse of your RPA Membership document