

Section 10 – United Kingdom Travel

Definitions

The following definitions will apply wherever they appear bold in this Section.

1. Journey

- i) 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 excluding social events;
- ii) A trip by any **Employee** or **Governor** in connection with the **Business**; authorised by the **Member** and involves travel outside of the school boundaries.

2. 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**.

United Kingdom Travel Expense

The following are covered under this Section.

1. Baggage and Money

If during a **Journey** which is wholly within the **Territorial Limits** and which commences during the **Membership Year**, **Baggage** or **Money** is lost, damaged, stolen or destroyed the **RPA Administrator** will compensate the **Member** on behalf of the **Person** concerned for the cost of repair or replacement.

Limit of Liability

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.

Exclusions

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**;
- 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. Travel Disruption

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

- i) cancel or curtail a **Journey**;
- ii) replace a **Person** on a **Journey**;
- iii) rearrange or make arrangements to resume a **Journey**;
- iv) change the itinerary of a pre-booked **Journey**.

solely within the **Territorial Limits** as a direct and necessary result of any cause outside their control the **RPA Administrator** will compensate the **Member** for:

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

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

COVID-19 Provisions

If the disruption mentioned above in paragraphs i) to v) is 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 with contracting COVID-19 and the **Person** is not able to start the **Journey**;

the **RPA Administrator** will compensate the **Member** for the payments and charges shown above in paragraphs i) to iii) reasonably and necessarily incurred and which cannot be deferred, recovered from the tour operator, booking agent or venue, or are forfeit under contract or not otherwise recoverable.

Limit of Liability

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

Exclusions

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

- i) the **Member's** or **Person's** disinclination to travel, including cancellation due to 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

Conditions

In relation to any claim, the **Member** has failed to comply with any of the following conditions, the **RPA Administrator** may not pay that claim in whole or in part.

The following conditions apply to this Section.

- i. **Members** must always adhere to Department for Education 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 bonded with an organisation approved by the Department of Trade and Industry (examples include Association of British Travel Agents (ABTA) and Association of Bonded Travel Organisers Trust (ABTOT)).
- 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.

Exclusions

The indemnity provided under this Section will not:

1. 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.
2. 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

For general enquiries and assistance:

Telephone: +44 (0) 3300 585 566

Email: RPA.CM@davies-group.com

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

Definitions

The following definitions will apply wherever they appear in bold in this Section.

1. Journey

1. A school trip, excursion or work experience placement anywhere in the world which is related to education, excluding social events;
2. 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**, involves travel outside of the school boundaries and is no more than six months in duration.

2. 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.

3. 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**

Covers

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 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.

Limit of Liability

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

Exclusions

The indemnity provided will not apply to any expense incurred:

1. 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;
2. 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;
3. 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 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 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.

Exclusions

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 compensate the **Member** by payment of the appropriate **Benefit**.

Exclusions

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 **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;
- 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 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.

Limit of Liability

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

Exclusions

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 compensate the **Member** on behalf of the **Person** concerned If during a **Journey** which commences during the **Membership Year** reasonable additional costs 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;
- ii) officials of the country in which the **Person** is travelling recommend that the **Person** leave the country for safety reasons;
- iii) a state of emergency is declared in the country where the **Person** is travelling necessitating immediate evacuation.

Limit of Liability

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

- i) £10,000 in total per **Person**; and
- ii) £80,000 in total per trip.

Exclusions

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 Travel Disruption Cover.

Member Retention

Nil

6. Baggage

If during a **Journey** which commences during the **Membership Year** **Baggage** is lost, damaged, stolen or destroyed the **RPA Administrator** will 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.

Limit of Liability

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**.

Exclusions

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**;
- 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** **Baggage** is delayed for more than six consecutive hours, the **RPA Administrator** will compensate the **Member** on behalf of the **Person** concerned for any reasonable expenses necessarily incurred in purchasing essential replacement items.

Limit of Liability

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 Cover will be deducted from the total amount payable under **Baggage** Cover if the **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 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.

Limit of Liability

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

- i) £750 in total per **Person**; and
- ii) £5,000 in total per trip.

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**.

Exclusions

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** 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**;
- 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 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.

Limit of Liability

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.

Exclusions

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**;
- 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. Travel Disruption

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

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

as a direct and necessary result of any cause outside their control the **RPA Administrator** will compensate the **Member** for:

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

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

COVID-19 Provisions

If the disruption mentioned above in paragraphs i) to v) is 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**;
- 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 compensate the **Member** for the payments and charges shown above in paragraphs i) to iv) reasonably and necessarily incurred which cannot be deferred or recovered from the tour operator, booking agent or venue; or are forfeit under contract or not otherwise recoverable.

Limit of Liability

The **RPA Administrator** will pay up to:

- i) £4,000 in total per **Person**; and
- ii) £250,000 in total per trip.

Exclusions

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

- i) a **Member's** or **Person's** disinclination to travel, including cancellation due to a **Member's** or **Person's** 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 compensate the **Member** for the reasonable costs of travel, accommodation and subsistence which are necessarily incurred less any amount recoverable elsewhere.

Limit of Liability

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 compensate the **Member** for the reasonable costs of travel, accommodation and subsistence which are necessarily incurred less any amount recoverable elsewhere.

Limit of Liability

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

Conditions

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 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.

Limit of Liability

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.

Conditions

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

Exclusions

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 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.

Limit of Liability

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

Conditions

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 paragraph 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;

Limit of Indemnity

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

Exclusions

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 or 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;
 - c) firearm (other than sporting guns);
- iv) injury, illness or 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) **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 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.

Limit of Liability

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

Exclusions

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) **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 Conditions

If in relation to any claim, the **Member** has failed to comply with any of the following conditions, the **RPA Administrator** may not pay that claim in whole or in part.

The following Conditions apply to this Section.

- 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 Department for Education 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 United Kingdom;
- 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 bonded with an organisation approved by the Department of Trade and Industry (examples include Association of British Travel Agents (ABTA) and Association of Bonded Travel Organisers Trust (ABTOT)) and / or Air Travel Organisers Licence (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.

Exclusions

The indemnity provided by this Section 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;
- 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 the Travel Disruption Cover 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:

- ii) personalised security detail;
- iii) kidnap and ransom security experts;
- iv) field medic attendance;
- v) international medical response;
- vi) dedicated and approved medical facilities;

- vii) medical crisis management;
- viii) remote medical provision;
- ix) tracking (vehicles and personnel);
- x) security audits and assistance;
- xi) live access to medical and security profiles for every country;
- xii) mass warn and inform alerts to members of an event and guidance;
- xiii) 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

For general enquiries and assistance:

Telephone: +44 (0) 3300 585 566

Email: RPA.CM@davies-group.com

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