

# Travel Insurance - Useful Information

## **Claims Notification**

To make a claim under all sections please contact 0345 850 5193  
For medical assistance and repatriation claims please +44 1473 351 757

## **Making yourself heard**

Any complaint you may have should in the first instance be addressed to the relevant helpline as outlined within the policy wording.

If the complaint is still not resolved, you can approach the Financial Ombudsman Service. Referral to the Financial Ombudsman will not affect your right to take legal action. Full details of addresses and contact numbers can be found within the 'Complaints procedure' section.

## **Financial Services Compensation Scheme (FSCS)**

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme in the unlikely event we cannot meet our obligations to you. This depends on the type of insurance and the circumstances of the claim. Further information about the compensation scheme arrangements is available from the FSCS ([www.fscs.org.uk](http://www.fscs.org.uk)) or call them on 0800 678 1100.

## **Cancellation Period**

You are free to cancel this policy at any time. If you wish to cancel within 14 days of the policy start date or the receipt of the policy documents whichever is the later, you may do so by contacting your broker that sold you this policy, for a full refund providing you have not travelled and no claim has been made.

If you cancel after the first 14 days of receipt of the documents, no premium refund will be made.

# About Your Policy Wording

If **you** have any queries about **your** cover, **you** can call **us** on the number listed in the Important telephone numbers' section.

Please make sure **you** have **your** policy number when **you** call.

**We** want **you** to get the most from **your** policy and to do this **you** should:

- read **your** policy wording and make sure **you** are covered for the sort of losses/incidents **you** think might happen
- make sure that **you** understand the exclusions and conditions which apply to **your** policy because if **you** do not meet these conditions it may affect any claim **you** make.

Remember, no policy covers everything. **We** do not cover certain things such as, but not limited to:

- **Pre-existing medical conditions** as described in the **pre-existing medical conditions** section (unless **you** have contacted **us** and **we** have accepted in writing)
- Losses that **we** do not state are specifically covered
- Circumstances known to **you** before **you** purchased this insurance which could reasonably have been expected to lead to a claim will not be covered
- The intention of this policy is to cover the entire **trip**. The policy will need to cover the date that **your trip** begins until the date **you** return to the **UK** inclusive
- Any **trip** that has already begun when **you** purchased this insurance will not be covered
- Losses which occur outside of a valid **trip** (with the exception of Section 1 – Cancelling or **cutting short a trip**, see the definition of Insurance period for full details).

The things which are not covered by **your** policy are stated:

- In the 'General exclusions applying to **your** policy'
- Under 'What IS NOT covered' in each section of cover.

If **we** do not state that something is covered, **you** should assume that it is not covered.

## Introduction

This is **your** travel insurance policy. It contains details of what is covered, what is not covered and the conditions for each **insured person** and is the basis on which all claims will be settled.

It is confirmed by the issue of the policy certificate which should be read in conjunction with this policy wording.

In return for having accepted **your** premium **we** will provide insurance in accordance with the sections of **your** policy as referred to in **your** policy certificate.

The policy certificate is part of the policy.

When taking out, renewing or making changes to this policy, **you** must take reasonable care to provide accurate and complete answers to all questions. **We** may ask **you** to provide further information and/or documentation to ensure that the information **you** provided when taking out, making changes to or renewing **your** policy was accurate and complete.

**You** must tell **us** as soon as reasonably possible if **your** circumstances change or if any of the information shown on **your** policy certificate, changes during the insurance period.

If **you** need to make any changes to the details contained on **your** policy certificate, **you** should contact **your** broker as soon as possible. **We** will then advise if those changes can be made and whether any additional premium is required.

## Words with special meanings

Throughout **your** policy wording, certain words are shown in **bold type**. These words have special meanings which are listed below.

Section 5a Legal expenses and assistance and Section 6 Personal accident have unique 'Words with special meanings' which can be found at the beginning of the section.

### Accident(s)/Accidental

A physical injury caused by sudden, unexpected, external and visible means including injury as result of unavoidable exposure to the elements.

### Baggage

Any items which belongs to **you** which are worn, used or carried by **you** during a **trip** (but excluding **ski equipment, golf equipment, valuables, personal money and important documents**)

### Catastrophe

Means any of the following which results in **you** being unable to use **your** booked accommodation:

- fire,
- flood,
- earthquake,
- explosion,
- volcanic eruption and/or volcanic ash clouds,
- tsunamis,
- landslide,
- avalanche,
- hurricane,
- storm,
- civil commotion and/or civil unrest not assuming the proportions of or amounting to an uprising,
- an outbreak of food poisoning or an infectious disease

### Close relative

**Your** mother, father, sister, brother, fiancé(e), wife, husband, civil partner, domestic partner, daughter, son, grandparent, grandchild, parent-in-law, son-in-law, daughter-in-law, step parent, step child, step sibling, next of kin or guardian.

### Colleague

An associate in the same employment as **you** in the **UK**, whose absence from work necessitates **your** stay in or return to the **UK**.

### Cut short/Cutting short

Either:

- a) **you cutting short** the **trip** after **you** leave **your home** by direct early return to **your home**.
- b) **you** attending a hospital after **you** leave **your home** as an in-patient or being confined to **your** accommodation due to compulsory quarantine on the orders of a **medical practitioner**, in either case for more than 24 hours.

Claims will be calculated on the number of nights of **your trip you** missed due to **your** early return or the number of nights which **you** were hospitalised, quarantined or confined to **your** accommodation.

Claims under part b), above, will only be paid for the ill/injured/quarantined/confined **insured person**, but where **we** or the Emergency Medical Assistance Service agree for another **insured person** (including any children travelling with them) to stay with **you**, **we** will also pay for that **insured person's** proportion only of any unused travel and accommodation costs and expenses they were unable to use during that time.

### Excess

The amount **you** pay when **you** make a claim which is set out in the table of benefits.

Where a claim is made for the same incident only one **excess** will apply.

If **you** use a Reciprocal Health Arrangement or any other arrangement with another country to reduce **your** medical expenses, **you** won't have to pay an **excess**.

### Golf Equipment

Golf clubs, golf balls, golf bag, golf shoes and non motorised trolley.

### Home

**Your home** listed on **your** certificate.

### Home area

For residents of **UK** excluding Channel Islands and Isle of Man **your home area** means **UK** excluding Channel Islands and Isle of Man.

For residents of the Channel Islands and the Isle of Man, **your home area** means either the particular Channel Island on which **you** live or the Isle of Man depending on where **your home** is.

## Important Documents

Passport, travel tickets, visas, travel permits, bio-metric card and driving licence.

## Insurance Period

If annual multi **trip** cover is selected: cover is provided for the 12-month period as stated in the policy certificate. During this period, any **trip** not exceeding the maximum nights shown in **your** policy certificate is covered. Section 1 – Cancelling or **cutting short a trip** cover will start from the date stated in the policy certificate or the time of booking any **trip** (whichever is later).

If single **trip** cover is selected: cover is provided for the period of the **trip** and finishes when the **trip** ends, providing the **trip** doesn't exceed the period shown in the policy certificate. Under these policies **you** will be covered under Section 1 – Cancelling or **cutting short a trip** from the time **you** pay the premium.

For either annual multi **trip** or single **trip**: cover for all other sections applies for the length of each **trip**. The insurance period is automatically extended if **your** return to **your home area** is unavoidably delayed due to an event covered by this policy.

## Insured person/You/Your

Each person travelling on a **trip** who is named on the policy certificate.

## Medical condition

Any disease, illness or injury.

## Medical practitioner

A registered practising member of the medical profession recognised by the law of the country where they are practising, who is not related to **you** or any person who **you** are travelling with.

## Personal money

Travellers' and other cheques, event and entertainment tickets and pre-paid vouchers.

## Pre-existing medical condition(s)

**You** need to tell **us** about the following medical conditions from which **you** have suffered from or received medical advice, treatment (including surgery, tests, investigations by **your** doctor / consultant /specialist) or prescribed drugs or medication in the last five years:

- Any breathing condition (including asthma, bronchitis and chronic obstructive pulmonary disease)
- Any heart-related or blood circulatory condition (including high blood pressure and high cholesterol)
- Any neurological condition (including stroke, brain haemorrhage, multiple sclerosis, epilepsy and dementia)
- Any chronic condition that can be controlled but not cured (including back pain, Crohn's, diverticular and coeliac disease and ulcerative colitis)

- Any Diabetic condition and any renal, kidney or liver condition
- Any cancer condition (including leukaemia, non-Hodgkin's lymphoma and any type of skin cancer)
- Any psychiatric or psychological condition (including anxiety, stress and depression)

And or

- **You** need to tell **us** about any other medical condition from which **you** have suffered in the last 12 months for which **you** have been referred to or been seen by a hospital doctor.

## Pregnancy Complication

- Toxaemia,
- gestational hypertension,
- gestational diabetes,
- pre-eclampsia,
- ectopic pregnancy,
- molar pregnancy,
- post-partum haemorrhage,
- retained placenta membrane,
- placental abruption,
- hyperemesis gravidarum,
- placenta praevia,
- stillbirths,
- miscarriage,
- termination for medical reasons,
- any premature births more than 8 weeks (or 16 weeks in the case of a known multiple pregnancy) before the expected delivery date.

## Pre-paid charges

Charges **you** have paid before **you** travel, or are contracted to pay for, including but not limited to the following: car hire, car parking, airport accommodation, airport lounge access, kennel and cattery fees

- Ski school fees, lift passes and hired **ski equipment** will only be covered provided **you** have purchased the additional Winter Sports section.
- Green fees and hired **golf equipment** will only be covered provided **you** have purchased the additional Golf section
- Shore trips will only be covered provided **you** have purchased the additional Cruise cover section.

### Public transport

Train, tram, bus, coach, ferry service or airline flight operating to a published timetable, and pre-booked taxis.

### Redundant/Redundancy

Being made unemployed through the loss of permanent paid employment (except voluntary redundancy) and at the time of booking **your trip** or purchasing the policy **you**, or **your travelling companion** had no reason to suspect that **you** would be made redundant.

### Ski equipment

Skis (including bindings), ski boots, ski poles and snowboards.

### Terrorist Action

The actual or threatened use of force or violence against persons or property, or commission of an act dangerous to human life or property, or commission of an act that interferes with or disrupts an electronic or communications system, undertaken by any person or group, whether or not acting on behalf of or in connection with any organisation, government, power, authority or military force, when any of the following applies:

- the apparent intent or effect is to intimidate or coerce a government or business, or to disrupt any segment of the economy;
- the apparent intent or effect is to cause alarm, fright, fear of danger or apprehension of public safety in one or more distinct segments of the general public, or to intimidate or coerce one or more such segments;
- the reasonably apparent intent or effect is to further political, ideological, religious or cultural objectives, or to express support for (or opposition to) a philosophy, ideology, religion or culture.

### Travelling Companion

Any person with whom **you** are travelling/staying or have arranged to travel/stay with. This person does not have to be insured by **your** policy.

### Trip(s)

The period of time spent away from **your home** on pre-booked business or leisure travel.

If single **trip** cover is selected: cover is provided for the period of the **trip** and finishes when the **trip** ends, providing the **trip** doesn't exceed the period shown in the policy certificate.

If annual multi **trip** cover is selected: the maximum duration of any one **trip** is shown in **your** policy certificate. If any **trip** exceeds **your** maximum number of nights there is no cover under this policy for any of **your trip**. **Trips** outside of the UK must start and end in the UK.

**Your** policy is valid for UK travel where **you** have at least

two nights planned with either:

- pre-booked accommodation or
- pre-booked transport at least 50 miles from **your home**.

### UK/United Kingdom

England, Wales, Scotland, Northern Ireland, Isle of Man and Channel Islands.

### Unattended

When **you** are not in full view of and not in a position to prevent unauthorised interference with **your baggage, valuables, important documents** or **personal money** (including cash), property or vehicle.

### Valuables

Means the below list (including any associated equipment);

- Jewellery
- Watches and fitness trackers
- Cameras
- Camcorders
- Satnavs (including GPS trackers)
- Telecommunications equipment (including mobile phones)
- Other electronic entertainment devices (including but not limited to mp3 or 4 players, and held games consoles, tablets, e-readers, and headphones).

### We/Us/Our

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### You/Your/Yourself

See the definition of **insured person**

## About your insurance contract

**Your** policy is a legal contract between **you** and **us**.

The laws of the **UK** allow both parties to choose the law which will apply to this contract. However, **your** policy will be governed by the law of England and Wales unless **you** and **we** have agreed otherwise.

### The Insurer

This policy is underwritten by AXA Insurance UK plc., (Registered Office) 5 Old Broad Street, London EC2N 1AD. Registered in England No. 78950, authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under registration number 202312. **You** can check this on the Financial Services Register by visiting [www.fca.org.uk](http://www.fca.org.uk)

### Financial Services Compensation Scheme (FSCS)

AXA Insurance UK plc are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme in the unlikely event **we** cannot meet **our** obligations to **you**. This depends upon the type of insurance and the circumstances of the claim. Further information about the compensation scheme arrangements is available from the FSCS. Contact them at [www.fscs.org.uk](http://www.fscs.org.uk) or call them on 0800 678 1100.

### Our part of the insurance contract is as follows

**We** provide the cover set out in **your** policy wording.

### Cancellation

**We** reserve the right to cancel the policy by providing 30 days notice by registered post to **your** last known address on the following grounds:

- a) If **you** make a fraudulent claim
- b) If **you** are or have been engaged in criminal or unlawful activities
- c) If any policy in **your** name is added to the Insurance Fraud Register
- d) If **you** use threatening or abusive behaviour or language towards **our** staff or suppliers.

In each case no refund of premium will be made.

### Duration

This policy lasts for a period of 12 months, or if it is for a single **trip** – Please refer to **your** policy certificate for **your** selected cover.

### Cancellation period

**You** are free to cancel this policy at any time. If **you** wish to cancel within 14 days of the policy start date or the receipt of the policy documents whichever is the later, **you** may do so by contacting **your** broker that sold **you** this policy, for a full refund providing **you** have not travelled and no claim has been made. If **you** cancel after the first 14 days of receipt of the documents, no premium refund will be made.

## Conditions which apply to **your** policy

These are some of the conditions **you** must keep to as **your** part of the contract. The others are shown in the 'Exclusions and conditions' section. If **you** do not keep to these conditions, **we** may decline **your** claim.

### Non-payment of premiums

Where **we** have been unable to collect a premium payment, **we** will contact **you** in writing to request payment. If **we** do not receive payment by the date **we** state, **we** will cancel the policy with immediate effect and notify **you** in writing. At least 14 days' notice will be provided before the policy is cancelled.

### You must prevent loss, theft or damage

All persons covered by **your** policy must take reasonable steps to prevent loss, theft or damage to everything covered under **your** policy.

Failure to take reasonable steps to prevent loss, theft or damage will result in a deduction from any claim payment or may result in **your** claim being declined in full.

### Reciprocal Health Agreements EU, EEA or Switzerland

If **you** are travelling to countries within the European Union (EU), the European Economic Area (EEA) or Switzerland **you** are strongly advised to obtain a European Health Insurance Card (EHIC). **You** can apply for an EHIC either online at [www.ehic.org.uk](http://www.ehic.org.uk) or by telephoning 0300 3301350. This will entitle **you** to benefit from the health care arrangements which exist between countries within the EU/EEA or Switzerland.

If **we** agree to pay for a medical expense which has been reduced because **you** have used either a European Health Insurance Card or private health insurance, **we** will not deduct the **excess** under Section 2 – Medical emergency and repatriation expenses.

## Australia

If **you** require medical treatment in Australia **you** must enrol with a local MEDICARE office. **You** do not need to enrol on arrival, but **you** must do this after the first occasion **you** receive treatment. In-patient and out-patient treatment at a public hospital is then available free of charge. Details of how to enrol and the free treatment available can be found in the Health advice for Travellers booklet available from **your** local Post Office. Alternatively, please call the Emergency Assistance Service for guidance. If **you** are admitted to hospital contact must be made with the Emergency Assistance Service as soon as possible and their authority obtained in respect of any treatment NOT available under MEDICARE.

## New Zealand

UK citizens on a short-term visit to New Zealand are eligible for treatment (medical, hospital and related) on the same basis as citizens of New Zealand. If the treatment relates to an existing medical condition or a new condition arises, then a **medical practitioner** must agree in each case that prompt treatment is needed before **your trip** ends, if treatment is to be provided under the Reciprocal Health Agreement. **You** will also need to show **your** UK passport. **You** will however have to pay the same charges as New Zealanders for treatment at a doctor's surgery or for prescribed medication.

The European Commission has also provided an Online Dispute Resolution Service for logging complaints. To use this service please go to: <http://ec.europa.eu/odr>

## Pre-existing medical conditions

Important conditions relating to health:

**You** must comply with the following conditions to have the full protection of **your** policy.

**You** must tell **us** of all **your pre-existing medical conditions**. If **you** fail to declare any **pre-existing medical conditions** **we** may refuse to deal with **your** claim or reduce the amount of any relevant claims, even if a claim is not related to an undisclosed **pre-existing medical condition**.

It is a condition of this policy that **you** will not be covered under the following sections;

- Section 1 – Cancelling or **cutting short a trip**,
- Section 2 – Medical emergency and repatriation expenses and;
- Section 6 – Personal accident
- Section 9 – Cruise Cover

for any claims arising directly or indirectly from:

At the time of taking out this insurance:

- Any **pre-existing medical condition(s)** that **you** have unless **we** have agreed to provide cover in writing.

At any time:

- i) Any **medical condition** or **pregnancy complication** **you** have in respect of which a **medical practitioner** has advised **you** not to travel (or would have done so had **you** sought his/her advice), but despite which **you** still travel
- ii) Any surgery, treatment or investigations for which **you** intend to travel outside of **your home area** to receive (including any expenses incurred due to the discovery of other medical conditions during and/or complications arising from these procedures)
- iii) Any medical condition for which **you** are not taking the recommended treatment or prescribed medication as directed by a **medical practitioner**
- iv) **You** travel against any health requirements stipulated by the carrier, their handling agents or any other **public transport** provider.

If **your** health changes (requiring **you** to seek medical assessment or treatment by a **medical practitioner** at a surgery, clinic or hospital) after the start date of **your** policy and the date **your** travel tickets or confirmation of booking were issued, **you** must contact **us** to make sure **your** cover is not affected.

**You** should also refer to the General exclusions applying to **your** policy.

## Sports and other activities

### Cover as standard without charge

The following lists detail the sports and activities that this policy will cover without charge when **you** are participating on a recreational and non-professional basis during any **trip**. Any involvement in these sports and/or activities is subject to **you** following local laws and regulations and the use of recommended safety equipment.

If **you** are participating in any other sports or activities not mentioned, please contact **your** broker as **we** may be able to offer cover for an additional premium. Details of those sports and activities which **you** have purchased cover for will be added to **your** policy certificate.

There is no cover under Section 5 – Legal and liability for those sports or activities marked with an\*

- abseiling (within organisers guidelines)
- administrative, clerical or professional occupations \*
- aerobics
- archaeological digging (use of hand tools only)
- archery \*
- athletics, amateur only and not the main purpose of the trip
- badminton
- ballooning - hot air (organised pleasure rides only)
- banana boating /donuts/inflatables behind power boat
- baseball (amateur)
- basketball (amateur)
- beach games

- bicycle riding/cycling wearing a helmet where required (excluding any participation in extreme events, racing or competitions) height restricted to maximum of 2500 metres above sea level
- billiards / snooker / pool
- BMX riding (wearing a helmet and no racing, stunts or obstacles) up to 2,500 metres above sea level
- body boarding / boogie boarding
- bowls
- breathing observation bubble (BOB)
- bungee jumping / swoop within organisers guidelines and wearing safety equipment
- camel riding \*
- camp america – counsellor\*
- canoeing (up to grade 2)
- canoeing – sea (within sight of land)
- capoeira - no contact - dance movement only
- caring for adults or children\*
- catamaran sailing (if qualified and no racing) \*
- clay pigeon shooting\*
- climbing (on climbing wall only)
- cricket (amateur)
- croquet
- cross country running (up to 2,500 metres above sea level, non-competitive, not part of a triathlon and not a marathon of any type)
- curling (amateur)
- cycling (wearing a helmet and no racing) up to 2,500 metres above sea level
- dancing
- deep sea fishing
- dinghy sailing (no racing)
- driving motorised vehicles (excluding Quad bikes) for which you are licensed to drive in the United Kingdom (other than in motor rallies or competitions) and wearing a helmet if driving a motorbike, moped or scooter, segway or assisted bicycle and wearing a seatbelt when travelling in a motorised vehicle where a seatbelt is available for use.
- elephant riding/trekking\*
- falconry
- fell walking/running (up to 2,500 metres above sea level)
- fencing (training only) \*
- fishing
- fives
- Flying as a fare paying passenger in a fully licensed passenger carrying aircraft
- flying fox
- football (American, amateur only, no coaching and not main purpose of trip) \*
- football (amateur only , no coaching and not main purpose of trip) \*
- freefall / sly diving simulator
- frisbee/ultimate frisbee including competitions
- gaelic football - amateur only and not main purpose of the trip
- glass bottom boats/bubbles\*
- go karting (wearing a helmet and no racing, amateur only and within organisers guidelines) \*
- golf
- Great Wall of China
- handball (amateur)
- helicopter rides (as a fare paying passenger in licensed aircraft)
- hiking up to 2,500 metres above sea level
- hobie catting (if qualified and no racing)\*
- horse riding (wearing a helmet and excluding competitions, racing, jumping and hunting)
- hot air ballooning (organised pleasure rides only)
- hovercraft driving / passenger\*
- hurling - amateur only and not main purpose of the trip
- Husky / horse / reindeer sledging or sleigh riding as an activity as a passenger only with a local driver and not on snow
- hydro zorbing
- in - line skating/roller blading (wearing pads and helmets)
- indoor climbing (on climbing wall)
- indoor skating/skateboarding (wearing pads and helmets)
- javelin throwing (amateur)\*
- jet boating (excluding racing and / or competitions) \*
- jogging
- karting (wearing a helmet, no racing, amateur only and within organisers guidelines) \*
- kayaking up to grade 2 rivers
- kayaking– sea (within sight of land)
- korfbal (amateur)
- mixed gas diving (nitrox/trimax and not commercial) to 18 metres (if qualified or accompanied by qualified instructor and not diving alone, not involved in cave diving and not involved in air travel until more than 24 hours have elapsed after your last dive)
- mountain biking (wearing a helmet up to 2500 metres above sea level and no racing)
- netball (amateur)
- octopush
- orienteering
- parasailing / parascending - over water
- pedalos
- pilates
- pony trekking (wearing a helmet)
- pool/billiards/snooker
- power boating\*
- racket ball
- rambling
- refereeing (amateur only)
- rifle range shooting\*
- ringos
- roller skating/blading/in line skating (wearing pads and helmet)
- rounders (amateur)
- rowing (no racing)
- running (non-competitive, not part of a triathlon and not a marathon of any type)
- safari trekking/tracking in the bush (must be organised tour)
- sailing / yachting (if qualified or accompanied by a qualified person and no racing) \*
- sail boarding/windsurfing
- sand boarding/surfing/skiing
- sand dune surfing/skiing
- sand yachting (no racing) \*
- scuba diving to 18 metres (if qualified or accompanied by qualified instructor and not diving alone, not involved in cave diving and not involved in air travel until more than 24 hours have elapsed after your last dive)
- segway (organised tours only, wearing correct safety equipment including a helmet) \*
- shooting/small bore target shooting (within organisers guidelines)
- skateboarding (wearing pads and helmet)
- sledging/sleigh riding as a passenger (pulled by horse or reindeer) with a maximum of 2 nights for Lapland trips
- snooker/pool/billiards
- snorkelling
- soccer (amateur only , no coaching and not main purpose of trip) \*
- softball (amateur)
- spear fishing (without tanks)
- speed sailing \*
- sphering
- squash
- students working as counsellors or university exchanges for practical course work \*
- surfing (including on surf board simulators)
- swimming
- swimming with dolphins
- swimming/bathing with elephants
- Sydney harbour bridge (organised and walking across clipped onto a safety line)



- table tennis
- tall ship crewing (no racing) \*
- ten pin bowling
- tennis
- trampolining
- tree canopy walking
- trekking up to 2,500 metres above sea level
- tug of war
- volleyball
- wake boarding
- walking up to 2,500 metres above sea level
- water polo (amateur)
- water skiing
- water ski jumping \*
- whale watching \*
- white water canoeing/kayaking /touring/ rafting up to grade 2 rivers
- wicker basket tobogganing
- wind surfing/sailboarding
- wind tunnel flying (pads and helmet to be worn)
- yachting (if qualified or accompanied by a qualified person and no racing) \*
- yoga
- zap cats \*
- zip lining/trekking (safety harness must be worn)
- zorbing/hydro zorbing

## Additional sports and activities

Sports and activities that can be covered if the additional premium has been paid and shown as purchased in **your** policy schedule.

There is no cover under Section 5 - Legal and liability for those sports or activities marked with an\*

### Level 1

- Assault course (amateur only and not main purpose of the trip)
- Bar/restaurant work\*
- Battle re - enactment\*
- Beauty therapist\*
- Blokarting\*
- Body building\*
- Dune sliding
- Dune/wadi bugging/bashing
- Field hockey
- Fruit or vegetable picking
- Gymnastics
- High diving (amateur only and not main purpose of the trip)
- Jet skiing\*
- Lacrosse (amateur only and not main purpose of the trip)
- Marathon running (amateur only and not main purpose of the trip)
- Minjin swinging
- Mud bugging
- Retail trade including manual work\* (but not including the use of power tools and machinery)
- River tubing
- Roller hockey (amateur only and not main purpose of the trip)
- Street hockey (wearing pads and helmets)
- Street luge
- Superintendance of manual work.
- Tubing
- War games/paintballing\* (wearing eye protection)

### Level 2

- Bamboo rafting (up to grade 3 rivers)
- Canoeing (up to grade 3)
- Elephant polo
- Grass skiing
- Hiking between 2,501 and 3,500 metres above sea level
- Kayaking (up to grade 3 rivers)
- Mixed gas diving (nitrox/trimax and not commercial) to 30 metres (if qualified scuba diver or accompanied by qualified instructor and not diving alone or involved in cave diving)
- Occasional light manual work (but not including the use of tools and machinery)
- Scuba diving to 30 metres (if qualified scuba diver or accompanied by qualified instructor and not diving alone or involved in cave diving)
- Trekking between 2,501 to 3,500 metres above sea level
- Via ferrata
- Walking between 2,501 to 3,500 metres above sea level

### Level 3

- Bungee slingshot (within organisers guidelines and wearing the appropriate gear)
- Bungee trampolining (within organisers guidelines and wearing the appropriate gear)
- Canoeing (up to grade 4)
- Caving
- Judo\* (amateur only and not main purpose of the trip)
- Karate\* (amateur only and not main purpose of the trip)
- Kayaking (grade 4 and above rivers)
- Mixed gas diving (nitrox/trimax and not commercial) to 40 metres (if qualified scuba diver or accompanied by qualified instructor and not diving alone or involved in cave diving)
- Pot holing
- Rugby - amateur only and not main purpose of the trip
- Scuba diving to 40 metres (if qualified scuba diver or accompanied by qualified instructor and not diving alone or involved in cave diving)
- Sky jumping (from Sky Tower in Auckland, New Zealand only)
- Tai chi
- White water canoeing/kayaking/touring up to grade 4
- White water rafting up to grade 4 (within organisers guidelines)

## Winter Sports – Activity list (Only applicable if shown as purchased on your Policy Certificate)

- airboarding
- big foot skiing
- blade skating
- dry slope skiing
- glacier skiing/walking
- \*husky dog sledding (organised, non-competitive with local driver)
- Ice Fishing
- \*ice go karting (within organisers guidelines)
- ice skating
- \*ice windsurfing
- kick sledging
- ski – blading
- ski boarding
- ski run walking
- ski Touring (As part of an organised tour)
- skiing Alpine
- skiing Big Foot
- skiing Cross Country
- skiing on piste\*\*
- skiing – mono
- skiing Nordic
- skiing - off piste with a guide\*\*
- sledging/tobogganing
- \*sledging/sleigh riding as a passenger (pulled by horse or reindeer)
- snow blading
- snowboarding on piste\*\*
- Snow Bobbing
- snowboarding - off piste with a guide\*\*
- snow shoe walking
- ski Biking
- snow Biking
- snow Carting
- snow Go karting
- snow Mobiling/Ski Doing
- snow Scooting
- Tandem Skiing
- winter walking (using crampons and ice picks only).

## Additional Winter sports and activities

Winter sports and activities that can be covered if the additional premium has been paid and shown as purchased in **your** policy schedule.

There is no cover under Section 5 – Legal and liability for those sports or activities marked with an\*

### Level 1

- ice cricket

### Level 2

- Husky dog sledding (organised, non-competitive and with experienced local guide and adequate training in driving and handling the huskies \*)

### Level 3

- ice hockey
- Skiing - off piste without a guide (not against local authoritative warning or advice)
- Snow boarding - off piste without a guide (not against local authoritative warning or advice)
- snow hockey
- telemarking

## Important conditions relating to your policy

- Where **you** have selected an annual multi **trip** policy the maximum duration of any one **trip** is shown on **your** policy certificate. If any **trip** exceeds the maximum nights shown on **your** policy certificate there is no cover under this policy for any of **your trip**.
- The maximum duration of any one **trip** is shown in **your** policy certificate. After **your trip** limit, there is no cover under **your** policy except as outlined below.
- **Your** policy automatically extends to provide cover if **you** are unable to return **home** by the end of the insurance period due to the death, injury or illness of **you** or a **public transport** delay which is covered under the policy.
- **Your** policy only covers **you** if **you** are a permanent resident in the UK and registered with a UK **medical practitioner**.
- Claims will only be considered if the cause of the claim falls within the insurance period.

### Policy information

If **you** would like more information or if **you** feel the insurance may not meet **your** needs, contact **your** broker as soon as possible to discuss alternatives.

## Making a claim

If **you** are abroad and need urgent assistance please contact the Emergency Medical Assistance Service on + 44 (0)1473 351757

### How to make a claim for any of the following:

For all claims follow these steps:

1. Find the relevant section listed below and ensure that **you** have all the claims evidence **we** require.
2. Telephone the relevant helpline listed in the 'Important telephone numbers' section as soon as reasonably possible with **your** policy number.

Please remember to keep copies of all correspondence **you** send to **us** for **your** future reference.

In all claims, **you** must provide details of any household, travel or other insurance under which **you** could also claim.

## Claims evidence

Claims evidence will be at **your** own expense.

### Section 1 – Cancelling or cutting short a trip

To make a claim under this section of **your** policy where relevant **you** must provide **us** with:

- Tour Operator's booking invoice or other evidence of **your trip**.
- Hospital, doctor, dentist, pharmacist receipts and all receipts for additional expenses; and copy of **your** European Health Insurance Card (EHIC).
- Tour Operator's cancellation invoice or unused flight tickets.
- Written confirmation that no refund is available in respect of privately booked accommodation and evidence of payment for that accommodation.
- Confirmation from a **medical practitioner** that **you**, or **your travelling companion**, are not fit to travel.
- Confirmation from the Clerk of the Courts office that **you** are required for Jury Service or as a witness in a court of law.
- Confirmation from **your** employer/**your** partner's employer/**your** travelling companion's employer of **redundancy** and period of employment or leave cancelled.
- A letter from **your** tour operator's representative, hotel or accommodation provider where appropriate.
- Confirmation of the delay to **Public transport** from the company involved.
- Original Police report including crime reference number or incident report, obtained within 24 hours of the incident or as soon as possible after that.
- Confirmation from a relevant authority that **you** have been instructed to stay at/return **home**.
- A copy of a death certificate, where appropriate.

### Section 2 – Medical emergency and repatriation expenses

To make a claim under this section of **your** policy where relevant **you** must provide **us** with:

- Tour operator's booking invoice or other evidence of **your trip**.
- Receipts or bills for all inpatient/outpatient treatment or emergency dental treatment received.
- Receipts or bills for taxi fares to or from hospital claimed for, stating details of the date, name and location of the hospital concerned.
- Hospital, doctor, dentist, pharmacist receipts and all receipts for additional expenses; and (if travelling in Europe) a copy of **your** European Health Insurance Card (EHIC).
- Receipts or bills or proof of purchase for any other transport, accommodation or other costs, charges or expenses claimed for, including calls to the Emergency Medical Assistance Service.

- In the event of death, the original death certificate and receipts or bills for funeral, cremation or repatriation expenses.
- Information and medical history from **your** GP (if this is requested **you** may need to sign a release form with **your** surgery to obtain this).
- Details of any travel, private medical or other insurance under which **you** could also claim.

### Section 3 – Disruption or delay to travel plans

To make a claim under this section of **your** policy where relevant **you** must provide **us** with:

- Tour Operator's booking invoice or other evidence of **your trip**.
- Tour Operator's cancellation invoice or unused flight tickets.
- Confirmation from the carrier of the reason and duration of **your** delay.
- Confirmation from a garage/motoring organisation that breakdown assistance was provided.
- Evidence of service history and/or MOT history for **your** vehicle.
- Confirmation of the delay to **public transport** from the company involved.
- Confirmation from the Police (if involved) of the circumstances giving rise to the claim.
- Written confirmation that no refund is available in respect of privately booked accommodation and evidence of payment for that accommodation.

### Section 4 – Personal belongings and money

To make a claim under this section of **your** policy where relevant **you** must provide **us** with:

- Courier's report/Property Irregularity Report (PIR) from the carrier (this must be obtained immediately **you** are aware of an incident).
- A Police report including crime reference number or incident report, from the local Police in the country where the incident occurred for all loss, theft or attempted theft
- Proof of purchase (e.g. original receipts, valuations issued prior to the loss, cash withdrawal slips and credit/debit card statements etc.).
- Written estimate for the cost of repair or written confirmation that the item is damaged beyond repair, where appropriate.
- Household Contents policy details.
- All travel tickets and tags for submission.
- A letter from the carrier confirming the number of hours **your personal baggage** was delayed for.

## Section 5 – Legal and liability

### Section 5a – Legal expenses and assistance

To make a claim under this section of **your** policy, where relevant **you** must provide **us** with:

- Tour operator's booking invoice or other evidence of **your trip**.
- Relevant documentation and evidence to support **your** claim, including photographic evidence.
- Details of any travel or other insurance under which **you** could also claim.

To make a claim for Legal Expenses please call 01737 815084

### Section 5b – Personal liability

To make a claim under this section of **your** policy where relevant **you** must provide **us** with:

- Tour operator's booking invoice or other evidence of **your trip**.
- Any claim form, summons, or other legal document (as soon as **you** receive them).
- Any reasonable information or help **we** need to deal with the case and **your** claim.

### Section 6 – Personal accident

To make a claim under this section of **your** policy where relevant **you** must provide **us** with:

- Tour Operator's booking invoice or other evidence of **your trip**.
- Detailed medical report from **your** consultant.
- Confirmation of executor or administrator of the estate.
- A copy of a death certificate, where appropriate.

### Section 7 – Winter Sports (This section is available as an upgrade, if you have purchased this upgrade this will be shown in your insurance certificate)

To make a claim under this section of **your** policy, where relevant **you** must provide **us** with:

- Tour Operator's booking invoice or other evidence of **your trip**.
- Tour Operator's cancellation invoice or unused flight tickets
- A Police report from the local Police in the country where the incident occurred for all loss, theft or attempted theft.
- A Property Irregularity Report from the airline or a letter from the carrier where loss, theft or damage occurred in their custody.
- Keep all travel tickets and tags for submission.
- Proof of ownership such as an original receipt, valuation or bank or credit card statements, for items lost, stolen or damaged.
- Repair report where applicable.

### Section 8 – Golf (This section is available as an upgrade, if you have purchased this upgrade this will be shown in your insurance certificate)

To make a claim under this section of **your** policy where relevant **you** must provide **us** with:

- A Police report from the local Police in the country where the incident occurred for all loss, theft or attempted theft.
- A Property Irregularity Report from the airline or a letter from the carrier where loss, theft or damage occurred in their custody
- A letter from **your** tour operator's representative, hotel or accommodation provider where appropriate.
- Keep all travel tickets and tags for submission.
- Proof of ownership such as an original receipt, valuation or bank or credit card statements, for items lost, stolen or damaged.
- Repair report where applicable.

### Section 9 – Cruise (This section is available as an upgrade, if you have purchased this upgrade this will be shown in your insurance certificate)

- A police report from the local police or port authority in the country where the incident occurred (or where appropriate, the ships purser or the cruise operator's representative) for all loss, theft or attempted theft.
- Courier's report/Property Irregularity Report (PIR) from the carrier (this must be obtained immediately or as soon as possible from the point **you** are aware of an incident).
- A letter from **you** cruise operator's representative, hotel or accommodation provider, including details of any missed shore **trip**.
- All travel tickets and tags for submission.
- Proof of purchase (e.g. original receipts, valuations issued prior to the loss, cash withdrawal slips and credit/debit card statements etc.).
- Written estimate for the cost of repair or written confirmation that the item is damaged beyond repair.
- Confirmation in writing from the ship's doctor or other treating medical practitioner of the dates when **you** were confined to **your** cabin.
- Household contents policy details.

# Table of benefits

Check your certificate for exact amounts

Section	Economy	Standard	Premier	Premier Plus
<p><b>Excess (¥ = Nil excess)</b></p> <p>The <b>excess</b> is the amount you pay per person but limited to two <b>excess</b> amounts if more than one insured person is claiming.</p>	Variable Options Available The amount <b>you</b> have chosen will be shown on <b>your</b> insurance certificate	Variable Options Available The amount <b>you</b> have chosen will be shown on <b>your</b> insurance certificate	Variable Options Available The amount <b>you</b> have chosen will be shown on <b>your</b> insurance certificate	Variable Options Available The amount <b>you</b> have chosen will be shown on <b>your</b> insurance certificate
<b>Section 1 – Cancelling or Cutting short your Trip</b>				
Cancelling or <b>Cutting short your Trip</b>	Variable Options Available The amount <b>you</b> have chosen will be shown on <b>your</b> insurance certificate	Variable Options Available The amount <b>you</b> have chosen will be shown on <b>your</b> insurance certificate	Variable Options Available The amount <b>you</b> have chosen will be shown on <b>your</b> insurance certificate	Variable Options Available The amount <b>you</b> have chosen will be shown on <b>your</b> insurance certificate
<b>Section 2-Medical Emergency and Repatriation Expenses</b>				
Medical Emergency and Repatriation Expenses	£5,000,000	£5,000,000	£10,000,000	£15,000,000
Emergency Dental	£200	£250	£300	£350
Hospital Benefit (Per day) ¥	£25	£30	£35	£40
Hospital Benefit (Total) ¥	£250	£300	£350	£400
<b>Section 3 – Disruption or Delay to Travel Plans</b>				
Missed Departure	£250	£600	£800	£1,000
Travel Delay ¥	£150 (£15 per full 6 hours delayed and £15 per 12 hours after that)	£150 (£15 per full 6 hours delayed and £15 per 12 hours after that)	£200 (£20 per full 6 hours delayed and £20 per 12 hours after that)	£250 (£25 per full 6 hours delayed and £25 per 12 hours after that)
Travel Disruption	Variable Options Available The amount <b>you</b> have chosen will be shown on <b>your</b> insurance certificate	Variable Options Available The amount <b>you</b> have chosen will be shown on <b>your</b> insurance certificate	Variable Options Available The amount <b>you</b> have chosen will be shown on <b>your</b> insurance certificate	Variable Options Available The amount <b>you</b> have chosen will be shown on <b>your</b> insurance certificate

Section	Economy	Standard	Premier	Premier Plus
<b>Section 4 – Personal Belongings and Money</b>				
<b>Baggage</b> (The amounts shown are variable; if you have chosen a £0 limit no cover will apply to Section 4 – Personal Belongings and Money)	Variable Options Available The amount <b>you</b> have chosen will be shown on <b>your</b> insurance certificate	Variable Options Available The amount <b>you</b> have chosen will be shown on <b>your</b> insurance certificate	Variable Options Available The amount <b>you</b> have chosen will be shown on <b>your</b> insurance certificate	Variable Options Available The amount <b>you</b> have chosen will be shown on <b>your</b> insurance certificate
Single article limit	£200	£250	£300	£500
<b>Valuables</b> (This will be deducted from <b>your baggage</b> limit)	£150 (within <b>baggage</b> limit)	£200 (within <b>baggage</b> limit)	£250 (within <b>baggage</b> limit)	£300 (within <b>baggage</b> limit)
Delayed <b>baggage</b> ¥	£100 (within <b>baggage</b> limit)	£200 (within <b>baggage</b> limit)	£300 (within <b>baggage</b> limit)	£400 (within <b>baggage</b> limit)
<b>Personal money and Important documents</b>	£100	£150	£250	£300
Cash	£100	£150	£250	£300
Travel and accommodation expenses incurred when replacing <b>important documents</b>	£100	£150	£250	£300
<b>Section 5 – Legal and Liability</b>				
Legal expenses and assistance	£10,000	£15,000	£25,000	£50,000
Personal Liability ¥	£2,000,000	£2,000,000	£2,000,000	£2,000,000
<b>Section 6 - Personal Accident</b>				
Death ¥	£5,000 (£1000 if under 16 or over 65)	£5,000 (£1000 if under 16 or over 65)	£5,000 (£1000 if under 16 or over 65)	£10,000 (£1000 if under 16 or over 65)
Loss of Limbs and/or Loss of Sight ¥	£5,000 (No payment if under 16 or over 65)	£5,000 (No payment if under 16 or over 65)	£5,000 (No payment if under 16 or over 65)	£5,000 (No payment if under 16 or over 65)
Permanent Total Disablement ¥	£5,000 (No payment if under 16 or over 65)	£5,000 (No payment if under 16 or over 65)	£5,000 (No payment if under 16 or over 65)	£5,000 (No payment if under 16 or over 65)

Section	Economy	Standard	Premier	Premier Plus
<b>Section 7 – Winter Sports (if shown on your certificate)</b>				
<b>Winter Sports</b>	Ski equipment Up to £500	Ski equipment Up to £500	Ski equipment Up to £500	Ski equipment Up to £500
<b>Ski equipment</b> (owned)	£500	£500	£500	£500
<b>Ski equipment</b> (Hired)	£250	£250	£250	£250
Hire of <b>ski equipment</b> †	£250 (£25 per day)	£250 (£25 per day)	£250 (£25 per day)	£250 (£25 per day)
Ski Pack	£500	£500	£500	£500
Lost Lift pass	£150	£150	£150	£150
Piste closure ¥	£300 (£30 per day)	£300 (£30 per day)	£300 (£30 per day)	£300 (£30 per day)
Avalanche or Landslide cover	£300	£300	£300	£300
<b>Section 8 – Golf (if shown on your certificate)</b>				
Unused Green Fees	£75 per day (Up to £300)	£75 per day (Up to £300)	£75 per day (Up to £300)	£75 per day (Up to £300)
Accidental loss, theft or damage of <b>Golf Equipment</b>	£1,000	£1,000	£1,000	£1,000
Emergency replacement of <b>Golf equipment</b>	£300	£300	£300	£300
Hire of <b>Golf Equipment</b> ¥	£25 per day (up to £200)	£25 per day (up to £200)	£25 per day (up to £200)	£25 per day (up to £200)
<b>Section 9 – Cruise (if shown on your certificate)</b>				
<b>Baggage</b> (limit increased to)	£2,500	£2,500	£2,500	£2,500
Single Article limit (increased to)	£750	£750	£750	£750
<b>Valuables</b> Limit (increased to)	£500	£500	£500	£500
Missed pre-paid Shore <b>trip</b> ¥	£25	£25	£25	£25
Missed Port ¥	£25 (Up to £50)	£25 (Up to £50)	£25 (Up to £50)	£25 (Up to £50)
Cabin Confinement ¥	£15 per day (up to £300)	£15 per day (up to £300)	£15 per day (up to £300)	£15 per day (up to £300)

## Exclusions and conditions

These conditions apply throughout **your** policy. **You** must comply with them to have the full protection of **your** policy.

If **you** do not comply with them **we** may take one or more of the following actions:

- cancel **your** policy
  - declare **your** policy void (treating **your** policy as if it never existed)
  - change the terms and/or premium of **your** policy
  - refuse to deal with all or part of any relevant claim or reduce the amount of any relevant claim payment.
1. Providing accurate and complete information  
When taking out, renewing or making changes to this policy, **you** must take reasonable care to provide accurate and complete answers to all questions. **We** may ask **you** to provide further information and/or documentation to ensure that the information **you** provided when taking out, renewing or making changes to **your** policy was accurate and complete.
  2. Changes in **your** circumstances  
**You** must tell us as soon as reasonably possible if **your** circumstances change or if any of the information shown in **your** policy schedule changes during the **insurance period**.
  3. **We** may not pay **your** claim if **you** do not:
    - Take all possible care to safeguard against accident, injury, loss, damage or theft.
    - Give **us** full details of any incident which may result in a claim under **your** policy as soon as is reasonably possible.
    - Pass on to **us** every claim form, summons, legal process, legal document or other communication in connection with the claim.
    - Provide all information and assistance that **we** may reasonably require at **your** expense (including, where necessary, medical certification and details of **your** household insurance).
  4. **You** must not admit liability for any event, or offer to make any payment, without **our** prior written consent.
  5. The terms of **your** policy can only be changed if **we** agree. **We** may require **you** to pay an additional premium before making a change to **your** policy.
  6. **You** must start each **trip** from **your home** in the UK and return to **your home** in the UK at the end of each **trip**.

7. **You** agree that **we** can;
  - Make **your** policy void where any claim is proven to be fraudulent.
  - Share information with other insurers to prevent fraudulent claims via a register of claims. A list of participants is available on request. Any information **you** supply on a claim, together with information **you** have supplied at inception of **your** policy and other information relating to a claim, may be provided to the register participants.
  - Pass **your** details to recognised centralised insurance industry applications and claims review systems (for example the Travel Claims Database) where **your** details may be checked and updated.
  - Take over and act in **your** name in the defence or settlement of any claim made under **your** policy.
  - Take over proceedings in **your** name but at **our** expense to recover for **our** benefit the amount of any payment made under **your** policy.
  - Obtain information from **your** medical records (with **your** permission) for the purpose of dealing with any cancellation or medical claims. No personal information will be disclosed to any third party without **your** prior approval.
8. **We** will not pay **you** more than the amounts shown in the policy limits and **excesses** section, these are subject to per person and per **trip** limits (unless otherwise stated).
9. **You** agree that **we** only have to pay a proportionate amount of any claim where there is another insurance policy in force covering the same risk. **You** must give **us** details of such other insurance.
10. **We** will not provide cover, be liable to pay any claim or provide any benefit where doing so would expose **us** to:
  - Any sanctions, prohibitions or restrictions under United Nations resolutions; or
  - The trade or economic sanctions, laws or regulations of the European Union, **United Kingdom**, or United States of America.

## General exclusions applying to your policy

**Your** policy does not cover **you** for any claim directly or indirectly resulting from any of the following:

1. **Pre-existing medical conditions** as described in the **Pre-existing medical conditions** section unless **we** have agreed in writing to cover **you**.
2. Any claims where **you** were not fit to undertake **your trip** when booking **your trip** or purchasing **your** policy whichever is the later.
3. **Your** failure to obtain any recommended vaccines, inoculations or medications prior to **your trip**.
4. **Your** inability to travel due to **your** failure to hold, obtain or produce valid **important documents** in time for the booked **trip**.



5. Events which are caused by any of the following which were already taking place at the beginning of any **trip** or prior to purchasing **your** policy or booking **your trip** (whichever is later):
  - Invasion
  - Acts of foreign enemies
  - Hostilities
  - Warlike operations (whether war be declared or not)
  - Civil war
  - Rebellion
  - Terrorist action
  - Revolution
  - Insurrection
  - Civil commotion
  - Civil unrest assuming the proportions of or amounting to an uprising, military or usurped power
  - Nuclear, chemical or biological attack.
6. **You** travel to a country, specific area or event when the Travel Advice Unit of the Foreign & Commonwealth Office (FCO) or regulatory authority in a country to/from which **you** are travelling has advised against all travel (Cover will be excluded under all sections other than claims arising from new FCO advice resulting in **you** not being able to travel or **cutting short** the **trip** before completion, as provided for under Section 1 – Cancelling or **cutting short** a **trip**). For example, if **you** book a **trip** to an area the FCO has advised against all travel when **you** booked and **you** have to claim, no cover will be in place.
7. Confiscation or destruction of property by any Customs, Government or other Authority of any country.
8. Engaging in sports or activities which are not covered on **your** policy. There are many sports and activities which are covered as standard under the policy, please refer to the Sports and activities section.
9. **You** wilfully self-inflicted injury or illness, suicide or attempted suicide.
10. **You** are not covered for any claim arising directly or indirectly from:
  - **You** consumption of alcohol, drugs and/or solvents impairing **your** physical ability and/or judgement.
  - **You** abusing alcohol, drugs and/or solvents.
  - **You** suffering from the symptoms of or illness due to alcohol, drug and/or solvent dependence and/or withdrawal.
11. **You** putting **yourself** at needless risk (except in an attempt to save human life).
12. **You** own unlawful action or any criminal proceedings against **you**.
13. **You** work involving manual work, electrical and construction work or use of power tools or machinery unless **you** have contacted **us** and **we** have agreed otherwise.
14. Any other loss, damage or additional expense following on from the event for which **you** are claiming, unless **we** provide cover under this insurance, this includes any claim for loss of enjoyment for any **trip**. *Examples of such loss, damage or additional expense would be the cost of replacing locks after losing keys, costs incurred in preparing a claim, loss of earnings following injury, illness or disease or not being able to enjoy the **trip** due to poor weather.*
15. Any amount recoverable from any other source.
16. **You** gaining access to controlled or restricted areas and/or the unauthorised use of swimming pools outside of the specified opening times. When travelling, **you** must adhere to the guidelines issued for controlled areas, swimming pools etc.
17. **You** climbing on or jumping from a vehicle, building, bridge, scaffolding, balcony or climbing or moving from any part of any building to another (apart from stairs, ramps or walkways) and falling, regardless of the height, unless **your** life is in danger or **you** are attempting to save human life.
18. Driving any motorised vehicle unless it is listed as covered under the Sports and other activities section. When driving **you** must hold a valid licence for that vehicle. In addition, any claim where **you** are not wearing a helmet whilst on a motorcycle, moped, scooter, Segway or bicycle, regardless if riding as a passenger or driver.
19. Any claim where **you** are not wearing a seatbelt when travelling in a motor vehicle, where a seatbelt is available.
20. Any person not insured or named on this policy. This policy is not intended to cover any costs which relate to anybody not insured on this policy; please ensure that all persons travelling have sufficient insurance to cover their needs. This applies even where **you** have paid for the additional costs for example, if **you** have paid for another person's travel or accommodation costs. The only exception to this is if the Medical Assistance team agree for another person to remain with **you**.
21. **We** will not pay any claim **you** have for any **trip** where a **medical practitioner** has advised **you** not to travel (or would have done so had **you** sought their advice), but despite which **you** still travel.

# Section 1 – Cancelling or cutting short a trip

## Introduction

The purpose of this section is to help **you** if **you** need to cancel or **cut short your trip** as a result of one of the reasons listed under the heading of 'What is covered'. However, under certain circumstances, **your** tour operator or transport provider may be responsible for refunding **your** costs. If the loss **you** have suffered is covered by **your** tour operator or transport provider, **we** will not provide cover for it under this policy. **You** may also be covered by **your** credit/debit card provider under the Consumer Credit Act if the services **you** have paid for are not provided as agreed e.g. if company becomes insolvent.

For further information on the cover provided by **your** tour operator, **your** airline or **your** credit card provider please contact them directly.

### European Union (EU) Regulation

European Union (EU) Regulation establishes the minimum rights for air passengers to ensure they are treated fairly and **you** may be entitled to compensation from **your** airline in the event of one of the following:

1. Denied Boarding - Have **you** been denied boarding because the airline did not have enough seats on the flight?
2. Cancelled Flight - Has **your** flight been cancelled?
3. Long Delays - Has **your** flight been delayed for three hours or more?
4. **Baggage** - Has **your** checked-in **baggage** been damaged, delayed or lost?
5. Injury and Death by Accident(s) - Have **you** been injured during **your** flight?
6. Package Holidays - Did **you** get what **you** booked?

For full details of **your** entitlements, visit <http://ec.europa.eu/transport/themes/passengers/air/>

## What is covered

**We** will pay **you** up to the amount shown on **your** insurance certificate for **your** proportion only of **your** irrecoverable unused travel and accommodation costs and other **pre-paid charges** if **you** need to cancel or **cut short your trip** following any of the reasons which are shown in the table below.

If **you** need to cancel or **cut short your trip**, any pre-paid charge relating to Winter Sports, Golf or Cruise cover will only be covered if **you** have paid the premium for the additional cover.

Applicable to Economy, Standard, Premier and Premier Plus		
	Cover for cancelling a trip	Cover for having to cut short your trip
The death, injury due to an <b>accident</b> , illness, disease, or <b>pregnancy complication of you, your travel companion, your close relative or your colleague</b>	✓	✓
<b>You or your travel companion</b> being called as a witness at a Court of Law, for jury service or the Police or other authorities requesting <b>you</b> to stay at or return home	✓	✓
<b>Redundancy of you or your travel companion</b>	✓	✓
<b>You or your travel companion</b> have leave withdrawn and are a member of the Armed Forces (including reserves and territorial), Emergency Services, medical or nursing professions (in the public sector) or Senior employees of the Government	✓	✓
The Travel Advice Unit of the Foreign & Commonwealth Office (FCO) or other regulatory authority in a country in which <b>you</b> are travelling advising against all travel or all but essential travel to the area <b>you</b> are travelling to/ in	✓	✓
Insolvency of the accommodation providers or their booking agents or <b>catastrophe</b>	✓	✓
No suitable alternative <b>public transport</b> is provided within 6 hours of the scheduled time of departure following delay or cancellation of <b>your public transport</b> , or <b>you</b> being involuntarily denied boarding (because there are too many passengers for the seats available)	✓	✓
Theft of <b>your</b> passport and/or visa within the 72 hours before <b>your</b> scheduled time of departure if <b>you</b> are due to travel outside <b>your home area</b> or during <b>your trip</b> meaning <b>you</b> are unable to continue <b>your trip</b>	✓	✓

## Special conditions relating to claims

Special conditions are important in the event of a claim. If **you** are unable to show they have been followed this may affect **your** ability to claim.

1. **You** must get the prior approval of the Emergency Medical Assistance Service to confirm it is necessary to return **home** prior to having to **cut short your trip** for any of the reasons listed above.
2. If **you** fail to notify the travel agent, tour operator or provider of transport or accommodation as soon as **you** find out it is necessary to cancel the **trip**, the amount **we** will pay will be limited to the cancellation charges that would have otherwise applied.
3. **You** must provide a written police report as evidence if a claim is made due to theft of **your** passport and/or visa.

## What is not covered

1. The **excess** shown on **Your** certificate.
2. Any claim where **you** have been unable to evidence **your** loss, please refer to the claims evidence section.
3. Circumstances known to **you** before **you** purchase **your** policy or at the time of booking any **trip** which could reasonably have been expected to lead to cancellation or **cutting short** of the **trip**.
4. The cost of **your** unused original tickets where **you** or **we** have paid for **you** to come **home** following **cutting short your trip**. In addition, if **you** have not purchased a return ticket, **we** will deduct the cost of an economy flight (based on the cost on the date **you** come **home**) from any costs **we** have incurred whilst returning **you** to **your home**.
5. The cost of Air Passenger Duty (APD) at the rate published by HMRC, whether irrecoverable or not.
6. **Pre-existing medical conditions** as described in the **Pre-existing medical conditions** section unless **we** have agreed in writing to cover **you**.
7. Any claims for **redundancy** that are voluntary, including compromise agreement or resignation. **We** will also not cover misconduct or dismissal.
8. Travel tickets paid for using any reward scheme (for example Avios or supermarket loyalty points) unless evidence of specific monetary value can be provided.
9. Any property maintenance costs or fees incurred by **you** as part of **your** involvement of a Timeshare or Holiday Property Bond scheme.
10. Any claims relating to loss or theft of **your** passport or visa if left **unattended** at any time, unless stored securely in **your home** (before **you** travel) or in a safe, safety deposit box or left in locked accommodation (during **your trip**).

11. Any unused or additional costs incurred by **you** which are recoverable from:
  - The providers of the accommodation, their booking agents, travel agent or compensation scheme.
  - The providers of the transportation, their booking agents, travel agent, compensation scheme or ATOL.
  - **Your** credit or debit card provider or PayPal.
12. Denied boarding due to **your** drug use, alcohol or solvent abuse or **your** inability to provide a valid passport, visa or other documentation required by the **public transport** operator or their handling agents.
13. Normal pregnancy, without any accompanying pregnancy complication. This policy excludes any costs incurred because of normal pregnancy or childbirth. This section is designed to provide cover for unforeseen events, accidents, illnesses and diseases and normal childbirth would not constitute an unforeseen event.
14. Anything mentioned in the Exclusions and conditions section which are applicable to all sections of the policy.

## Section 2 – Medical emergency and repatriation expenses

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### Introduction

The purpose of this section is to help **you** if **you** require unforeseen emergency medical treatment whilst on a **trip**. Under certain circumstances, **you** may be covered by a Reciprocal Health Agreement, **you** can find out more about these under the Reciprocal Health Agreement section.

### What is covered

**We** will pay **you** up to the amounts shown in the Table of Benefits for the following expenses which are necessarily incurred during a **trip** due to **you** suffering unforeseen injury due to an accident, illness, disease and/or compulsory quarantine:

1. Emergency medical, surgical, hospital, ambulance and medical fees and charges incurred outside of **your home area**.
2. Emergency dental treatment incurred outside of **your home area** for the immediate relief of pain and/or emergency repairs to dentures or artificial teeth if they are causing pain only up to amounts shown in the Table of Benefits.

3. Up to amounts shown in the Table of Benefits for every complete 24-hour period **you** are in hospital or confined to **your** accommodation on the advice of a **medical practitioner** whilst abroad, and up to the amounts shown in the Table of Benefits towards meal expenses for a nominated person who is staying or travelling with **you**.
4. Costs of telephone calls to and from the Emergency Medical Assistance Service notifying and dealing with the problem of which **you** are able to provide evidence.
5. The cost of taxi fares for **your** travel to or from hospital relating to **your** admission, discharge or attendance for outpatient treatment or appointments and/or for collection of medication prescribed for **you**.
6. If **you** die outside **your home area** the cost of funeral expenses abroad plus the cost of returning **your** ashes or **your** body to **your home**. If **you** die on a **trip** within **your home area** the reasonable additional cost of returning **your** ashes or body to **your home**.
7. Additional transport and/or accommodation expenses incurred, up to the standard of **your** original booking, if it is medically necessary for **you** to stay beyond **your** scheduled return date. This includes, with the prior authorisation of the Emergency Medical Assistance Service, reasonable additional transport and/or accommodation expenses for a travelling companion, friend or close relative to stay with **you** or travel to **you** from the UK or escort **you home**. Also, additional travel expenses to return **you** to **your home** or a suitable hospital nearby if **you** cannot use the return ticket.
8. With the prior authorisation of the Emergency Medical Assistance Service, the additional costs incurred in the use of air transport or other suitable means, including qualified attendants, to repatriate **you** to **your home** if it is medically necessary. These expenses will be for the identical class of travel utilised on the outward journey unless the Emergency Medical Assistance Service agree otherwise. If the Emergency Medical Assistance Service confirms an alternative method of travel is required, this will only apply for the ill or injured **insured person**

## Special conditions relating to claims

Special conditions are important in the event of a claim. If **you** are unable to show they have been followed this may affect **your** ability to claim.

1. **You** must tell the Emergency Medical Assistance Service as soon as possible of any injury due to an **accident**, illness or disease which requires **your** admittance to hospital as an in-patient or before any arrangements are made for **your** repatriation.
2. If **you** suffer injury due to an **accident**, illness or disease **we** reserve the right to move **you** from one hospital to another and/or arrange for **your** repatriation to the **UK** at any time during the **trip**. **We** will do this, if in the opinion of the Emergency Medical Assistance Service or **us** (based on information provided by the **medical practitioner** in attendance), **you** can be moved safely and / or travel safely to **your home area** or a suitable hospital nearby to continue treatment.

3. This is not a private medical insurance policy. The intention of this section is to pay for emergency medical/surgical/dental treatment only and not for treatment or surgery that can be reasonably delayed until your return to your home area. **Our** decisions regarding the treatment or surgery that **we** will pay for (including repatriation to **your home area**) will be based on this.

If **you** do not accept **our** decisions and do not want to be repatriated, then **we** will not provide any cover under the following sections:

- Section 1 - Cancelling or **cutting short a trip**
- Section 2 - Medical emergency and repatriation expenses
- Section 6 - Personal accident

**We** will then refuse to deal with claims from **you** for any further treatment and/or **your** repatriation to **your home area**.

Cover for **you** under all other sections will continue for the remainder of **your trip**.

## What is not covered

1. The **excess** shown on **your** insurance certificate (except under point 3 of the what is covered section).
2. Any claim where **you** have been unable to evidence **your** loss, please refer to the claims evidence section.
3. Any claim caused by participating in a sport or activity where the policy doesn't cover the sport or activity which **you** are taking part in.
4. Any claim caused by participating in a Winter Sports activity unless **you** have purchased the upgrade and it is shown as purchased in **your** policy certificate.
5. Pregnancy, without any accompanying **pregnancy complication**. This policy excludes any costs incurred because of normal pregnancy or childbirth. This section is designed to provide cover for unforeseen events, accidents, illnesses and diseases and normal childbirth would not constitute an unforeseen event.
6. **Pre-existing medical conditions** as described in the **pre-existing medical conditions** section unless **we** have agreed in writing to cover **you**.
7. The cost of **your** unused original tickets where **you** or **we** have paid for **you** to come **home** following **cutting short your trip** or had to extend **your trip**. In addition, if **you** have not purchased a return ticket, **we** will deduct the cost of an economy flight (based on the cost on the date **you** come **home**) from any costs **we** have incurred whilst returning **you** to **your home**.
8. Any claims arising directly or indirectly from:
  - a) The cost of treatment or surgery, including exploratory tests, which are not related to the injury due to an accident or illness which necessitated **your** admittance into hospital.
  - b) Any expenses which are not usual, reasonable or customary to treat **your** injury due to an accident, illness or disease.

- c) Any form of treatment or surgery which in the opinion of the Emergency Medical Assistance Service or **us** (based on information provided by the **medical practitioner** in attendance), can be delayed reasonably until **your** return to **your home area**.
  - d) Expenses incurred in obtaining, replenishing or replacing medication, which **you** know **you** will need at the time of departure or which will have to be continued whilst on **your trip**. Where possible and with the agreement of **your medical practitioner**, **you** should consider how much medication **you** will require and allow for any possible travel delays.
  - e) Additional costs arising from single or private room accommodation.
  - f) Treatment or services provided by a health spa, convalescent, physiotherapist or nursing **home** or any rehabilitation centre unless agreed by the Emergency Medical Assistance Service.
  - g) Any costs incurred by **you** to visit another person in hospital or costs incurred by others to visit **you** in hospital.
  - h) Any expenses incurred after **you** have returned to **your home area**
  - i) Any expenses incurred in the **UK**:
    - i) for private treatment, or
    - ii) which are funded by, or are recoverable from the Health Authority in **your** usual country of residence, or
    - iii) which are funded by a Reciprocal Health Agreement between these countries and/or islands.
  - j) Expenses incurred because of a tropical disease where **you** have not had the NHS recommended inoculations and/or not taken the NHS recommended medication.
  - k) Any expenses incurred after the date on which **we** attempt to move **you** from one hospital to another and/or arrange for **your** repatriation, but **you** decide not to be moved or repatriated.
9. Anything mentioned in the Exclusions and conditions section which are applicable to all sections of the policy.

**You** should also refer to the **Pre-existing medical conditions** section.

## Section 3 – Disruption or delay to travel plans

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### Introduction

The purpose of this section is to help **you** if **you** experience certain disruptions to **your** travel plans and **you** are left out of pocket. However, under certain circumstances, **your** tour operator or transport provider may be responsible for providing assistance and compensation. If the loss **you** have suffered is covered by the compensation scheme of **your** tour operator or transport provider, **we** will not provide the same cover under this policy. **You** may also be covered by **your** credit/debit card provider under the Consumer Credit Act if the services **you** have paid for are not provided as agreed e.g. if a company becomes insolvent.

### European Union (EU) Regulation

European Union (EU) Regulation establishes the minimum rights for air passengers to ensure they are treated fairly and **you** may be entitled to compensation from **your** airline in the event of one of the following:

1. Denied Boarding - Have **you** been denied boarding because the airline did not have enough seats on the flight?
2. Cancelled Flight - Has **your** flight been cancelled?
3. Long Delays - Has **your** flight been delayed for three hours or more?
4. **Baggage** - Has **your** checked-in **baggage** been damaged, delayed or lost?
5. Injury and Death by Accident(s) - Have **you** been injured during **your** flight?
6. Package Holidays - Did **you** get what **you** booked?

For full details of **your** entitlements, visit <http://ec.europa.eu/transport/themes/passengers/air/>

### What is covered

#### Missed Departure

1. If **you** fail to arrive at the departure point, including any onward connecting transport, in time to board the **public transport** on which **you** are booked to travel due to:
  - the failure of other **public transport** or
  - an accident to or breakdown of the vehicle in which **you** are travelling or
  - an accident, breakdown or an unexpected traffic incident happening which causes an unexpected delay
  - adverse weather conditions
  - strike

then **we** will pay **you** up to the amounts shown in the Table of Benefits for reasonable additional accommodation (room only) and **public transport** costs (economy only) so that **you** may continue **your trip**.

### Travel Delay

2. If **you** arrive later than planned at **your** destination due to a delay of **public transport we** will pay **you** up to the amounts shown in the Table of Benefits for each period of delay (as displayed in the Table of Benefits) **you** suffer up to the maximum shown (*to help you pay for telephone calls, meals and refreshments purchased during the delay*).

### Travel Disruption

3. **We** will pay **you** up to the amount shown in the Table of Benefits for **your** reasonable additional accommodation and **public transport** travel expenses (up to the standard of **your** original booking) so that **you** may continue **your trip** if **your trip** is disrupted due to
  - a **catastrophe**; or
  - the insolvency of the accommodation provider, transport provider or their booking agents; or
  - the **public transport** on which **you** were booked to travel being cancelled or delayed for at least 12 hours, diverted or redirected after take-off; or
  - **you** are involuntarily denied boarding and no suitable alternative is offered within 12 hours.

## Special conditions relating to claims

Special conditions are important in the event of a claim. If **you** are unable to show they have been followed this may affect **your** ability to claim.

1. **You** must seek financial compensation, assistance or a refund of **your** costs from **your** travel provider and invoke **your** rights under EU Air Passenger Rights legislation in the event of cancellation or delay of flights if applicable.
2. **You** must allow enough time to arrive at the departure point and check in for **your** outward or return journey

## What is not covered

1. The **excess** shown on **Your** certificate (except under point 2 of the what is covered section).
2. Any claim where **you** have been unable to evidence **your** loss, please refer to the claims evidence section.
3. The cost of Air Passenger Duty (APD) at the rate published by HMRC, whether irrecoverable or not.

4. Any strike or adverse weather that was publicly announced prior to **you** purchasing **your** policy or within seven days of booking any **trip**. *An example of publicly announced adverse weather would be the point which an impending weather event is officially named by the Met Office, Environment Agency or any similar body*
5. Any unused or additional costs incurred by **you** which are recoverable from:
  - The providers of the accommodation, their booking agents, travel agent or compensation scheme.
  - The providers of the transportation, their booking agents, travel agent, compensation scheme or ATOL.
  - **Your** credit or debit card provider or PayPal.
6. Any travel and accommodation costs, charges and expenses where the **public transport** operator has offered reasonable alternative travel arrangements within the delay period (as displayed in the Table of Benefits) of the scheduled time of departure.
7. Claims arising from:
  - Breakdown of any vehicle owned by **you** which has not been maintained in accordance with manufacturer's instructions or in the event of an accident or breakdown when a repairer's report is not provided.
  - Any costs incurred due to **you** not planning **your** journey correctly, **you** must allow enough time to complete **your** journey and arrive at the time stipulated by the travel provider.
  - Any property maintenance costs or fees incurred by **you** as part of **your** involvement of a Timeshare or Holiday Property Bond scheme are not covered.
8. Any costs associated with rearranging **your** travel plans due to the **public transport** provider changing their scheduled timings which in turn impacts **your** planned itinerary.
9. Anything mentioned in the Exclusions and conditions section which are applicable to all sections of the policy.

## Section 4 – Personal belongings and money

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### Introduction

The purpose of this section is to help **you** in the event of something happening to **your** suitcases (or containers of a similar nature), their contents or **your personal money**. Below explains the cover **we** provide if **your** items are lost, stolen or damaged.

Important information: If **your** insurance certificate shows £0, this means there is no cover under Section 4 – Personal belongings and money.

If **you** need to claim, **we** will pay **you** based on today's prices minus a deduction for wear and tear and depreciation (loss of value), or **we** may replace, reinstate or repair the lost or damaged **baggage** or **valuables**.

The limit shown on **your** insurance certificate is the maximum overall limit applicable to this section.

The maximum **we** will pay **you** for any one item, pair or set of items under this section is shown in the Table of Benefits as the single article limit.

## What is covered

1. We will pay **you** up to the amounts shown in **your** insurance certificate for **baggage** if it is accidentally lost, damaged or stolen whilst on **your trip**.
2. **We** will pay **you** up to the amounts shown in the table of benefits for the following items if they are accidentally lost, damaged or stolen whilst on your trip:
  - a. **Valuables**
  - b. Replacement of essential items if lost in transit due to carrier error during the outward journey for more than 12 hours
  - c. **Personal money** (excluding cash)
  - d. Cash
  - e. Replacement **important documents**

Any claim under point 2a and 2b will be deducted from **your baggage** limit

3. **We** will pay **you** up to the amount shown in the Table of Benefits for travel and accommodation expenses incurred when obtaining a replacement of **your important documents** which have been lost, damaged or stolen whilst outside of **your home area**.

*The intention of this is to help pay for travel and accommodation costs in getting to the embassy to obtain suitable replacements/an alternative flight home. You must check whether any temporary documentation will enable you to continue your planned trip.*

## Special conditions relating to claims

Special conditions are important in the event of a claim. If **you** are unable to show they have been followed this may affect **your** ability to claim.

1. **You** must report any theft to the Police in the country where the theft occurred as soon as possible and get a crime reference number or incident report.
2. **You** must report any loss, theft or damage while in the care of a carrier, transport company, authority, hotel or accommodation provider and get a written record of the event.
3. If any items are lost, stolen or damaged whilst in the care of an airline **you** must report this within the time limit contained in their terms and conditions and get a Property Irregularity Report.

## What is not covered

1. The **excess** shown on **Your** certificate (except for claims under point 1c of What is covered.)
2. Any claim where **you** have been unable to evidence **your** loss, please refer to the claims evidence section.
3. Any claims for **ski equipment** (please refer to Section 7 – Winter sports if **you** have paid the premium for the additional cover)
4. Any claims for **golf equipment** (please refer to Section 8 – Golf Cover if **you** have paid the premium for the additional cover)
5. Loss, theft of or damage to **valuables**, cash, **important documents** or **personal money** left **unattended** at any time unless deposited in a safe, safety deposit box or left in locked accommodation.
6. Loss, theft of or damage to **baggage** contained in an **unattended** vehicle unless it is locked out of sight in a secure **baggage** area (being a locked dashboard, boot or luggage compartment, fixed storage unit of a motorised or towed caravan, locked luggage box which is locked to a roof rack) and entry has been gained by unauthorised access.
7. Loss, theft or damage:
  - a. Due to delay, confiscation or detention by customs or any other authority
  - b. Due to depreciation (loss in value) or variations in exchange rate
  - c. To motor accessories (excluding keys which are covered only for a car which is owned by **you**)
  - d. Caused by wear and tear, or
  - e. Mechanical or electrical breakdown.
8. Loss or damage due to depreciation (loss in value), variations in exchange rate.
9. Loss, theft or damage to any equipment associated with a sport or activity which is not covered by **your** policy.
10. Anything mentioned in the Exclusions and conditions section which are applicable to all sections of the policy.

## Section 5 – Legal and liability

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### Introduction

This section is split into two parts.

The purpose of the Legal expenses and assistance section is to help **you** in the event **you** need to claim compensation if someone else causes **you** illness, injury or death.

The purpose of the Personal liability section is to help **you** in the event **you** are found liable for damage to someone else's property or cause another person's illness, injury or death.

## Section 5a – Legal expenses and assistance

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### Introduction

If **your** claim is covered under a section of this policy and no exclusions apply then it is vital that **you** comply with the conditions of this policy in order for **your** claim to proceed. The conditions applicable to this section are contained under the 'General Conditions' section below and should be read carefully. Some of the main conditions to this insurance are that:

#### Prospects of success

There must be more than a 50% chance of winning the case and achieving a positive outcome. A positive outcome includes, but is not limited to, recovering the amount of money at stake, enforcing a judgment or achieving an outcome which best serves **your** interests. The assessment of **your** claim and the prospects of its success will be carried out by an independent agent. If the agent determines that there is not more than a 50% chance of success then **we** may decline or discontinue support for **your** case.

#### Proportional costs

An estimate of the costs to deal with **your** claim must not be more than the amount of money in dispute. The estimate of the costs will be provided with the assessment of **your** case and will be carried out by the independent agent. If the estimate exceeds the amount in dispute then **we** may decline or discontinue support for **your** case.

#### Duty of disclosure

If this policy covers **you** as a private individual, unrelated to any trade, business or profession, **you** must take reasonable care to disclose correct information. The extent of the information **you** are required to disclose will be based on, among other things, the type of insurance, explanatory material and the clarity and specificity of the questions **you** are asked when **you** took out this insurance.

#### Suspension of cover

If **you** breach a condition of this insurance contract which is essential to its performance, this insurance contract will be suspended from the time of the breach until the time the breach can be remedied. The insurer will have no liability to **you** for any loss which occurs, or which is attributable to something happening, during the period when this insurance contract is suspended.

### What is covered

**We** will pay up to the amount shown in **your** schedule for legal costs to pursue a civil action for compensation against someone else who causes **you** **bodily injury**, illness or death.

Where there are two or more **insured persons** insured by this policy, then the maximum amount **we** will pay for all such claims shall not exceed the amount shown in the table of benefits.

### Special conditions relating to claims

1. **We** shall have complete control over the legal case through agents **we** nominate, by appointing agents of **our** choice on **your** behalf with the expertise to pursue **your** claim.
2. **You** must follow **our** agent's advice and provide any information and assistance required within a reasonable timescale.
3. **You** must advise **us** of any offers of settlement made by the negligent third party and **you** must not accept any such offer without our permission.
4. **We** may include a claim for **our** legal costs and other related expenses.
5. **We** may, at **our** own expense, take proceedings in **your** name to recover compensation from any third party for any legal costs incurred under this policy.  
**You** must give **us** any assistance **we** require from **you** and any amount recovered shall belong to **us**



## 6. Prospects of success

At any time, **we** may, but only when supported by independent legal advice, form the view that **you** do not have a more than 50% chance of winning the case and achieving a positive outcome. If so, **we** may decline support or any further support. Examples of a positive outcome are:

- a) Being able to recover the amount of money at stake.
- b) Being able to enforce a judgment.
- c) Being able to achieve an outcome which best serves **your** interests.

## 7. Other insurances

If any claim covered under this policy is also covered by another legal expenses policy or would have been covered if this policy did not exist, **we** will only pay **our** share of the claim even if the other insurer refuses the claim.

## 8. Disclosure

If **you** fail to disclose relevant information or **you** disclose false information in relation to this policy, **we** or the broker, may:

- a) Cancel the contract and keep the premiums if the disclosure breach is deliberate or reckless.
- b) Cancel the contract but return the premiums proportionately if this contract would not have been entered into had the disclosure breach been known.
- c) Amend the terms of the contract accordingly if the contract would have been entered into on different terms had the disclosure breach been known.
- d) Proportionately reduce the amount **you** are entitled to in the event of a successful claim if a higher premium would have been charged had the disclosure breach been known.

## 9. Fraud

In the event of fraud, **we**:

- a) Will not be liable to pay the fraudulent claim.
- b) May recover any sums paid to **you** in respect of the fraudulent claim.
- c) May cancel this policy with effect from the fraudulent act and keep all premiums paid to **us**.
- d) Will no longer be liable to **you** in any regard after the fraudulent act.

## 10. Change in law

Cover under this policy is based on laws and regulations in force at the time that it was written. If **we** believe that any subsequent change in law or regulations results in the scope of cover being either restricted or broadened, **we** reserve the right to accept claims where the change restricts the cover under this policy, and reject claims where the change provides a benefit which did not previously exist.

## What is not covered

We shall not be liable for:

1. Any claim where in **our** opinion there is insufficient prospect of success in obtaining reasonable compensation.
2. Legal costs and expenses incurred in pursuit of any claim against a travel agent, carrier, **us**, AXA Assistance or their agents, someone **you** were travelling with, a person related to **you**, or another **insured person**.
3. Legal costs and expenses incurred prior to **our** written acceptance of the case.
4. Any claim where the legal costs and expenses are likely to be greater than the anticipated amount of compensation.
5. Any claim where the legal costs and expenses are variable depending on the outcome of the claim.
6. Legal costs and expenses incurred if an action is brought in more than one country.
7. Any claim where in **our** opinion the estimated amount of compensation is less than £1,000 for each **insured person**.
8. Travel, accommodation and incidental costs incurred to pursue a civil action for compensation.
9. The costs of any appeal.
10. Claims by **you** other than in **your** private capacity.
11. Anything mentioned in the Exclusions and conditions section which are applicable to all sections of the policy.

**To make a claim under this section please call 01737 815 084**

## Section 5b – Personal liability

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### What is covered

**We** will pay **you** up to the amount shown in the Your schedule (including legal costs and expenses) against any amount **you** become legally liable to pay as compensation for any claim or series of claims arising from any one event or source of original cause for accidental:

1. Injury due to an accident, death, illness or disease to any person who is not in **your** employment or who is not a close relative or persons residing with **you**.
2. Loss of or damage to property that does not belong to and is neither in the charge of nor under the control of **you**, a close relative and/or anyone in **your** employment other than any temporary holiday accommodation occupied (but not owned) by **you**.

### Special conditions relating to claims

1. **You** must give **us** written notice of any incident, which may result in a claim as soon as possible.
2. **You** must send **us** every court claim form, summons, letter of claim or other document as soon as **you** receive it.
3. **You** must not admit any liability or pay, offer to pay, promise to pay or negotiate any claim without **our** permission in writing.
4. **We** will be entitled to take over and carry out in **your** name the defence of any claims for compensation or damages or otherwise against any third party. **We** will have full discretion in the conduct of any negotiation or proceedings or in the settlement of any claim and **you** will give **us** all necessary information and assistance which **we** may require.
5. If **you** die, **your** legal representative(s) will have the protection of this cover providing they comply with the terms and conditions outlined in this policy.

### What is not covered

1. The **excess** except for claims under Section 5a – Legal expenses and assistance.
2. Any claim where **you** have been unable to evidence **your** loss, please refer to the claims evidence section.

3. Compensation or legal costs arising directly or indirectly from:
  - a) Liability which has been assumed by **you** under agreement (such as a hire agreement) unless the liability would have existed without the agreement.
  - b) Pursuit of any business, trade, profession or occupation or the supply of goods or services.
  - c) Ownership, possession or use of mechanically propelled vehicles, aircraft or watercraft (other than surfboards or manually propelled rowing boats, punts or canoes.)
  - d) The transmission of any contagious or infectious disease or virus.
  - e) **Your** ownership, care, custody or control of any animal.
  - f) Any claim where the incident occurred within the **UK**.
4. Anything mentioned in the Exclusions and conditions section which are applicable to all sections of the policy.

## Section 6 – Personal accident

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### Introduction

The purpose of this section is to provide **you** with a financial lump sum in the event **you** suffer *permanent total disablement, loss of sight, loss of a limb* or death due to an accident during **your trip**.

This section will not be applicable if **you** suffer any of the above as the result of an illness.

Words with special meanings in this section (*which are shown in italics*)

#### *Loss of limb*

Loss by permanent severance of an entire hand or foot or the total, complete and permanent loss of use of an entire hand or foot.

#### *Permanent total disablement*

A condition which is of a permanent and irreversible nature which is shown by medical evidence to be likely to continue for the remainder of **your** life and as certified by a registered **medical practitioner**, to the reasonable satisfaction of **our** Chief Medical Officer, and which prevents **you** from engaging in any work or occupation for remuneration or profit.

### *Loss of sight*

The total and irrecoverable loss of sight which shall be considered as having occurred:

- a) in both eyes, if **your** name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist; or
- b) in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen scale (which means only seeing at 3 metres what **you** should see at 60 metres).

## What is covered

**We** will pay one of the benefits shown in the Table of Benefits if **you** sustain injury due to an accident which shall solely and independently of any other cause, result within two years either in

1. **your** death,
2. *loss of limb,*
3. *loss of sight or permanent total disablement.*

## Special conditions relating to claims

**Our medical practitioner** may examine **you** as often as they consider reasonably necessary if **you** make a claim.

## What is not covered

1. Any claim where **you** have been unable to evidence **your** loss, please refer to the claims evidence section.
2. Benefit is not payable to **you**:
  - a) Under more than one of benefit 1, 2 or 3 in the table above.
  - b) Under benefit 2 if the permanent loss of use of an entire hand or foot is only partial and not total and complete (being 100%).
  - c) Under benefit 3 until one year after the date **you** sustain injury due to an accident.
3. Benefit 1 will be paid to the deceased **insured person's** estate.
4. No payment will be made for persons aged 65 years or older under *Loss of one or more limbs and/or loss of sight in both eyes or Permanent total disablement.*
5. No payment will be made if **you** sustain injury whilst participating in an activity that is not covered by this policy.
6. Any claim which is caused by either:
  - a. Medical or surgical procedures or
  - b. Illness, infection or bacteria or
  - c. Any gradually developing bodily deterioration
7. Anything mentioned in the Exclusions and conditions section which are applicable to all sections of the policy