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Website	<a href="http://www.climatesure.co.uk">www.climatesure.co.uk</a>



# BACKPACKER

## Schedule of Benefits and Excesses

Section	Limit	Excess per Insured
A Cancellation or Curtailment	Up to £1,500	£75 (£25 Loss of deposit)
B Emergency Medical and Other Expenses	Up to £2,000,000	£75
C Hospital Benefit	NO COVER	N/A
D Personal Accident Permanent Total Disablement Loss of Limb Loss of Sight Death (over 18, under 66 years)	£10,000 £10,000 £10,000 £5,000	Nil
E Baggage, Baggage Delay and Passport Single Item Limit Valuables Limit in Total Passport Limit Delayed Baggage	Up to £1,000 £150 £150 £150 £50 per 24 hours up to £250	£75 Nil Nil
F Personal Money and Documents Cash Limit Cash (under 18 years) Documents Limit	Up to £400 £300 £100 £150	£75
G Personal Liability	Up to £2,000,000	£300
H Delayed Departure	£20 per 12 hours up to £200	Nil
I Holiday Abandonment	Up to £1,500	£75
J Missed Departure	Up to £500	£75
K Catastrophe	Up to £500	£75
L Hijack	£100 per 24 hours up to £1,000	Nil
M Overseas Legal Expenses and Assistance	Up to £10,000	£300
<b>Wintersports cover subject to additional premium</b>		
N Ski Equipment Owned Hired Single Item Limit	£500 £350 £200	£75
O Ski Hire	£30 per 24 hours up to £300	Nil
P Ski Pack	£30 per 24 hours up to £300	Nil
Q Piste Closure	£30 per 24 hours up to £300	Nil
R Avalanche Closure	Up to £300	£75

## Introduction

This is **Your** travel insurance policy. It contains details of cover, conditions and exclusions relating to each **Insured Person** and is the basis on which all claims will be settled. It is validated by the issue of the schedule which must be attached to the policy.

In return for having accepted **Your** premium **We** will in the event of Bodily Injury, death, illness, disease, loss, theft, damage or other events happening within the **Period of Insurance** provide insurance in accordance with the operative sections of **Your** policy as referred to in **Your** schedule. The schedule and any endorsements are all part of the policy.

The information **You** have supplied forms part of the contract of insurance with Us. **Your** policy is evidence of that contract.

### Residency

This policy is only available to **You** if **You** are aged 39 years or under and permanently resident in the **United Kingdom** and registered with a **Medical Practitioner** in the **United Kingdom** and have been for the past six months, prior to date of issue.

### The Law applicable to this contract

**You** and **We** are free to choose the law applicable to this contract. **Your** policy will be governed by the law of England and Wales unless **You** and **We** have agreed otherwise.

### Policy Excess

Under most sections of the policy, claims will be subject to an **Excess**. This means that **You** will be responsible for paying the first part of each claim, for each separate incident, payable for each **Insured Person**.

### Type of Insurance and Cover

Some **Winter Sports** may also be included upon payment of an appropriate additional premium – **Your** policy schedule will show if **You** selected this additional cover.

### Helplines

Please carry this policy with **You** in case of an emergency.

### Policy information or advice

If **You** would like more information or if **You** feel the insurance may not meet **Your** needs, telephone **Our** customer helpline on the number shown on **Your** schedule.

### Cooling Off Period

Please examine the policy and schedule and return them within 14 days of receipt if they do not meet **Your** requirements. **We** will refund the premium in full provided it is prior to **Your** departure date and no claim is being made.

### Financial Services Compensation Scheme (FSCS)

AXA Insurance and NJ Heritage Partnership are covered by the FSCS, which is triggered when an authorised firm goes out of business. In this unlikely event **You** may be entitled to compensation from the scheme. Compensation under the scheme for:

- Compulsory insurance is covered in full.
- Non-compulsory insurance is protected in full for the first £2,000 and 90% of any amount above this threshold.

Full details are available at [www.FSCS.org.uk](http://www.FSCS.org.uk)

### Underwriter

Benefits under this policy are underwritten by AXA Insurance UK plc. Registered office: 5 Old Broad Street London EC2N 1AD AXA Insurance UK plc is authorised and regulated by the Financial Services Authority. This can be checked on the FSA's register by visiting the FSA's website at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting them on 0845 606 1234.

### Underwriting Agent

This policy has been arranged by Avid Insurance Services Limited, 46-48 East Smithfield, London E1W 1AW who is an Appointed Representative – FSA Firm Ref. No. 440536 of Strategic Insurance Services Limited who are authorised and regulated by the Financial Services Authority – FSA Firm Ref. No. 307133.

### Arranged By

This exclusive travel insurance has been organised for Climatesure by N J Heritage Partnership Ltd. Registered office: 72 New Cavendish Street London W1M 8AU, N J Heritage Partnership Ltd is authorised and regulated by the Financial Services Authority under licence number 309297.

### Master Certificate

This evidence of insurance is to confirm that those persons who have paid the appropriate premium are insurance under the **Master Certificate** number **AVID/HISCC/BPV01/2006** issued to NJ Heritage Partnership Ltd.

### Period of Cover

This document only constitutes a valid evidence of insurance when it is issued in conjunction with a validation certificate/invoice issued between 01.05.2006 and 30.04.2007 and valid for holidays or journeys commencing up to 30.04.2008.

### Territorial Limits

Area 1 The Continent of Europe west of the Ural Mountains including all countries with a Mediterranean coastline (except Libya, Lebanon and Israel)

Area 2 Worldwide excluding The United States of America, Canada and the Caribbean  
Area 3 Worldwide including The United States of America, Canada and the Caribbean

## Definitions

Any word or expression to which a specific meaning has been attached will bear the same meaning throughout this policy. For ease of reading the definitions are highlighted by the use of bold print and will start with a capital letter.

### **You/Your/Insured Person**

- means each person travelling on a **Trip** whose name appears in the policy schedule.

### **We/Us/Our**

- means AXA Insurance UK plc., (Registered Office) 5 Old Broad Street, London, EC2N 1AD. Registration England No 78950. AXA Insurance UK plc. Is authorised and regulated in the **United Kingdom** by the Financial Services Authority.

### **Baggage**

- means luggage, clothing, personal effects, **Valuables** and other articles which belong to **You** (or for which **You** are legally responsible) which are worn, used or carried by **You** during any Trip.

### **Bodily Injury**

- means an identifiable physical injury sustained by **You** caused by sudden, unexpected, external and visible means.

Injury as a result of **Your** unavoidable exposure to the elements shall be deemed to have been caused by Bodily Injury.

### **Close Business Associate**

- means any person whose absence from business for one or more complete days at the same time as **Your** absence prevents the proper continuation of that business.

### **Close Relative**

- means mother, father, sister, brother, wife, husband, daughter, son, grandparent, grandchild, parent-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, step parent, step child, step sister, step brother, foster child, legal guardian, next of kin, partner or fiancé/fiancée or common law partner (any couple, including same sex, in a common law relationship or who have co-habited for at least 6 months).

### **Couple**

- means the first named **Insured Person** and either their fiancé(e), spouse/partner or **Close Relative** who is normally resident at the same address.

### **Curtailed / Curtail**

- means abandoning the **Trip** by direct return to the **United Kingdom** or by attending a hospital abroad for in **Excess** of 48 hours as an in-patient.

### **Excess**

- where applicable the **Excess** is the first amount of each claim, per section, for each separate incident, payable for each **Insured Person**.

### **Hazardous Activity**

- means an activity where it is recognised there is an increased risk of injury or can be reasonably expected to exacerbate an existing **Medical Condition**.

### **Home**

- means **Your** normal place of residence in the **United Kingdom** where **You** reside for at least 6 months of the year.

### **Incidental Basis**

- means casual, fortuitous, occasional or minor basis.

### **Medical Condition**

- means any disease, illness or injury.

### **Medical Practitioner**

- means a registered practising member of the medical profession who is not related to **You** or any person with whom **You** are travelling.

### **Period of Insurance**

- means the period of the **Trip** and terminating upon its completion, but not in any case exceeding the period shown in the schedule. Under these policies section A - Cancellation cover shall be operative from the time **You** pay the premium.

For all other sections of the policy, whichever cover is selected, the insurance commences when **You** leave **Your Home** or in respect of a business **Trip** **Your** place of business in the **United Kingdom** (whichever is the later) to commence the **Trip** and terminates at the time of **Your** return to **Your Home** or place of business in the **United Kingdom** (whichever is the earlier) on completion of the Trip.

The **Period of Insurance** is automatically extended for the period of the delay in the event that **You** return to the **United Kingdom** is unavoidably delayed due to an event insured by this policy.

### **Personal Money**

- means bank notes, currency notes and coins in current use, travellers' and other cheques, travel tickets, event and entertainment tickets, **United Kingdom** driving licence and credit/debit or charge cards all held for private purposes.

### **Public Transport**

- means the use of train, bus, coach or ferry services, or scheduled flights, running to a published timetable to join **Your** booked travel itinerary.

### **Single Item**

- means any one article pair or set of articles (including golf clubs) or collection which are complimentary or used or worn together. The **Single Item** limit applies to each individual golf club, not the set as a whole.

### **Ski Equipment**

- means skis (including bindings), ski boots, ski poles and snowboards (including bindings) and snowboard boots.

### **Terrorism**

- means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisations(s) or governments, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

### **Trip**

- means any holiday, business or pleasure **Trip** or journey made by **You** within the area of travel shown in the schedule which begins and ends in the **United Kingdom** during the **Period of Insurance** but excluding one way trips or journeys.

### **Unattended**

- means when **You** are not in full view of and not in a position to prevent unauthorised interference with **Your** property or vehicle.

### **United Kingdom**

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

### **Valuables**

- means jewellery, gold, silver, precious metal or precious or semiprecious stone articles, watches, furs, leather goods, cameras, camcorders, photographic audio video computer television and telecommunications equipment (including CD's, DVD's, tapes, films, cassettes, cartridges and headphones), computer games and associated equipment, telescopes and binoculars, portable DVD players, ipods, MP3 players.

### **Winter Sports**

- means guided cross country skiing (Nordic skiing), mono skiing, off piste skiing or snowboarding only when accompanied by a locally qualified guide, recreational racing, skiing, snowboarding and snow sledging.

## General conditions applicable to the whole policy

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

If **You** do not comply **We** may at **Our** option cancel the policy or refuse to deal with **Your** claim or reduce the amount of any claim payment.

### **1. Dual insurance**

If at the time of any incident which results in a claim under this policy, there is another insurance covering the same loss, damage, expense or liability **We** will not pay more than **Our** proportional share (not applicable to section D – Personal accident).

### **2. Reasonable precautions**

You must take and cause to be taken all reasonable precautions to avoid injury, illness, disease, loss, theft or damage and take and cause to be taken all practicable steps to safeguard **Your** property from loss or damage and to recover property lost or stolen.

### **3. Cancellation**

If within 14 days of issue of the policy and prior to **Your** date of departure, **You** find that it does not meet **Your** requirements **You** may cancel **Your** policy by returning the policy documents to the address shown on **Your** schedule. **We** will refund the premium in full provided **You** have not travelled and no claim has been submitted and no incident likely to give rise to a claim has occurred.

If **You** have commenced **Your Trip** or a claim has been submitted or there has been any incident likely to give rise to a claim during the current **Period of Insurance** no premium refund will be given.

Where the premium was paid by credit card **You** will however be responsible for payment of any administrative or interest charges levied by the credit card provider.

For cancellations occurring after 14 days of issue of the policy no refund of premium will be made.

**We** reserve the right to cancel this policy immediately in the event of non-payment of the premium.

**We** may also cancel the policy by sending 14 days notice by recorded delivery to **You** at **Your** last known address without a refund of premium.

### **4. Maximum Age Limit**

Cover is only available for Insured Persons who are up to and including age 39 at the time of booking.

## Claims conditions

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

If **You** do not comply **We** may at **Our** option cancel the policy or refuse to deal with **Your** claim or reduce the amount of any claim payment.

### **1. Claims**

You must notify Us preferably by phone at the address given below, depending on the type of claim:

All Claims except Legal expenses

**0845 601 9140**

Legal expenses only

**0845 601 9142**

or by writing to AXA Assistance Claims Centre Services, PO Box 36400, London EC3N 1ZQ  
The notification must be made within 31 days or immediately thereafter following any Bodily Injury, illness, disease, incident, event, redundancy or the discovery of any loss, theft or damage which may give rise to a claim under this policy.

You must also inform Us if **You** are aware of any writ, summons or impending prosecution. Every communication relating to a claim must be sent to Us without delay. **You** or anyone acting on **Your** behalf must not negotiate admit or repudiate any claim without **Our** written consent.

**You** or **Your** legal representatives must supply at **Your** own expense all information, evidence, details of household insurance and medical certificates as required by us. **We** reserve the right to require **You** to undergo an independent medical examination at **Our** expense. **We** may also request and will pay for a postmortem examination.

You must retain any property which is damaged, and, if requested, send it to Us at **Your** own expense. If **We** pay a claim for the full value of the property and it is subsequently recovered or there is any salvage then it will become **Our** property. **We** may refuse to reimburse **You** for any expenses for which **You** cannot provide receipts or bills.

When contacting the claims department, please have the following information to hand:

- Name of **Your** policy and where it was purchased

- Policy number

- Resort and country visited

- Brief circumstances

- Travel dates

- Incident date

Condition: Failure to have the above information to hand may result in **Your** claim being delayed.

### **2. Subrogation**

**We** are entitled to take over and conduct in **Your** name for **Our** benefit the defence and settlement of any legal action. **We** may also take proceedings at **Our** own expense and

for **Our** own benefit, but in **Your** name, to recover any payment **We** have made under this policy to anyone else.

### 3. Fraud

You must not act in a fraudulent manner.

If **You** or anyone acting for **You**

- Make a claim under the policy knowing the claim to be false or fraudulently exaggerated in any respect or
- Make a statement in support of a claim knowing the statement to be false in any respect or
- Submit a document in support of a claim knowing the document to be forged or false in any respect or
- Make a claim in respect of any loss or damage caused by **Your** wilful act or with **Your** connivance

Then

- We shall not pay the claim
- We shall not pay any other claim which has been or will be made under the policy
- We may at **Our** option declare the policy void
- We shall be entitled to recover from **You** the amount of any claim already paid under the policy
- We shall not make any return of premium
- We may inform the police of the circumstances.

## Important conditions relating to health

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

If **You** do not comply **We** may at **Our** option cancel the policy or refuse to deal with **Your** claim or reduce the amount of any claim payment.

- It is a condition of this policy that **You** will not be covered under section A – Cancellation or curtailment charges, section B – Emergency medical and other expenses, section C – Hospital benefit and section D – Personal accident for any claims arising directly or indirectly from:

a) At the time of taking out this policy:

- Any **Medical Condition** **You** have, or have had, for which **You** are taking prescribed medication or are waiting to receive, or have received treatment (including surgery, tests or investigations) within the last 2 years unless **You** have either completed the online medical screening process on [www.climatesure.co.uk](http://www.climatesure.co.uk) or contacted **Us** on **0845 600 3076** Monday to Friday 9am to 5.30pm and **We** have agreed, in writing, to cover **You**.

If **You** have only one **Medical Condition** and this is one of those shown in the table of NO SCREEN CONDITIONS\* on this page then this will be covered under the policy without the need to contact **Us**.

- Any **Medical Condition** for which **You** have received a terminal prognosis.
  - Any **Medical Condition** for which **You** have not had a diagnosis.
  - Any **Medical Condition** for which **You** are on a waiting list for or have knowledge of the need for surgery, in patient treatment or investigation at a hospital, clinic or nursing home.
  - Any circumstances **You** are aware of that could reasonably be expected to give rise to a claim on this policy, unless **You** have been given **Our** agreement.
- b) You will also not be covered at any time for:
- Any **Medical Condition** **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.
  - Any **Medical Condition** for which **You** are travelling with the intention of obtaining medical treatment (including surgery or investigation) or advice outside of the **United Kingdom** or within the Channel Islands.
  - Any **Medical Condition** for which **You** are not taking the recommended treatment or prescribed medication as directed by a Medical Practitioner.
  - Pregnancy or childbirth where **You** are expected to give birth within eight weeks of the start of the Trip, during the **Trip** or within eight weeks of the end of the Trip.

\* NO SCREEN CONDITIONS (for which **You** do not have to contact **Us** if **You** only have one of these)

Acid reflux	Hayfever
Acne	Menopause
Attention Deficit Hyperactivity Disorder (ADHD)	Hypercholesterolaemia (high cholesterol)
Allergy (requiring non prescriptive treatment only)	Hysterectomy (provided carried out more than 6 months ago)
Broken bones	Irritable bowel Syndrome
Cataracts	Migraine
Colds or influenza	Psoriasis
Dyspepsia	Tonsillitis
Eczema	Underactive thyroid
Gout	Varicose Veins

You should also refer to the general exclusions on page 4.

## Hazardous Activities

### Hazardous Activities – Grade 1 - No Additional Charge

**You** are covered under section D - Personal accident and section B – Emergency medical and other expenses for the following activities automatically, provided that the activity is on an **Incidental Basis** and **You** do not need to contact **Your** issuing agent.

Archery (amateur)  
Badminton (amateur)  
Baseball (amateur)  
Basketball (amateur)  
Beach games  
Bungee jump (1)  
Camel / Elephant Riding (incidental)  
Canoeing (Up to Grade 3)  
Clay pigeon shooting  
Cricket (amateur)  
Cycling (other than specified)  
Dinghy sailing  
Fell walking  
Fencing  
Fishing  
Football (amateur)  
GAA Football (amateur)  
Golf (amateur)  
Hiking (under 2,000 meters altitude)  
Hockey (amateur)  
Horse riding (up to 7 days)  
Jet boating  
Jogging  
Manual Work (Bar and restaurant, waitress, waiter, chalet, maids, au pair and nanny's and Occasional light manual work including retail work and fruit picking but excluding the use of power tools and machinery)  
Marathon running (amateur)  
Motorcycling up to 50cc (wearing a crash helmet)

Netball (amateur),  
Non manual work (Including professional administrative or clerical duties only.)  
Orienteering,  
Outwardbound pursuits,  
Paintballing  
Parascending (over water)  
Pony trekking  
Racquetball  
Rambling  
River canoeing up to Grade 3  
Roller skating  
Roller blading  
Rounders  
Rowing  
Running-sprint/long distance (amateur)  
Safari (Ireland/UK organised)  
Sail boarding  
Sailing within territorial waters  
Scuba diving\* up to 30 metres if adequately supervised with qualified instructor (see notes below),  
Skate boarding  
Snorkelling  
Squash (amateur)  
Surfing (amateur, under 14 days)  
Tennis (amateur)  
Tour operator safari  
Track events  
Trekking (under 2,000 metres altitude)  
Volleyball (amateur)  
War games  
Water polo (amateur)  
Water ski-ing (amateur)  
Windsurfing (amateur)  
Yachting (racing/crewing inside territorial waters)  
\*Scuba diving - scuba diving to the following depths, when **You** hold the following qualifications, and are diving under the direction of an accredited dive marshal,

instructor or guide and within the guidelines of the relevant diving or training agency or organisation:  
PADI Open Water - 18 metres  
PADI Advanced Open Water - 30 metres  
BSAC Ocean Diver - 20 metres  
BSAC Sports Diver - 30 metres  
BSAC Dive Leader - 30 metres  
**We** must agree with any equivalent qualification. If **You** do not hold a qualification, **We** will only cover **You** to dive to a depth of 18 metres.  
**You** will not be covered for Scuba diving within 24 hours prior to departure.  
**Hazardous Activities - Grade 2**  
**Your** policy schedule will show if **You** have selected to upgrade to hazardous activities grade 2 and paid the appropriate premium.  
Section B - Medical Excess increased to £320  
Section D - Personal Accident Sum insured reduced by 50%  
Section G - Personal Liability Cover is Excluded  
Boxing Training (no contact)  
Bungee Jump (up to 3 additional)  
Black water rafting (Grade 1 to 4) Life jacket and Helmet must be worn  
Camel/Elephant Riding / Trekking (Non incidental)  
Cycle Touring  
Go Karting (Specific use)  
Horse riding (no Polo, Hunting Jumping)  
Hot Air Ballooning (non incidental)  
Hurling (amateur)  
Jet Skiing (non incidental)  
Martial Arts (Training only)

Mountain Biking  
Parascending (over water, non incidental)  
Rambling/Trekking between 2,001m and 4,000m  
Safari (non-UK organised)  
Scuba Diving\* (non incidental/ down to 50m – see notes below)  
Sea Canoeing  
Sea Fishing (non incidental)  
Surfing (amateur)  
Triathlon  
White water rafting – Grades (1 – 4)  
Waterskiing/Windsurfing/ Snorkelling (non incidental)  
\*Scuba diving - scuba diving to the following depths, when **You** hold the following qualifications, and are diving under the direction of an accredited dive marshal, instructor or guide and within the guidelines of the relevant diving or training agency or organisation:  
PADI Open Water - 18 metres  
PADI Advanced Open Water - 30 metres  
BSAC Ocean Diver - 20 metres  
BSAC Sports Diver - 35 metres  
BSAC Dive Leader - 50 metres  
**We** must agree with any equivalent qualification. If **You** do not hold a qualification, **We** will only cover **You** to dive to a depth of 18 metres.  
**You** will not be covered for Scuba diving within 24 hours prior to departure.  
**Hazardous Activities - Grade 3**  
**Your** policy schedule will show if **You** have selected to upgrade to hazardous activities grade 3 and paid the appropriate premium.

Section B - Medical Excess increased to £650  
Section D - Personal Accident Sum insured reduced by 50%  
Section G - Personal Liability Cover is Excluded  
Abseiling  
American Football (amateur)  
Gliding  
Kayaking  
Motorcycling with a licence (over 50cc - wearing a crash helmet - no racing)  
Paragliding  
Rugby (amateur competition)  
Tandem Skydive (up to 2 jumps maximum)  
Sand Yachting  
Yachting (racing / crewing) - outside territorial waters  
**Hazardous Activities - Grade 4**  
**Your** policy schedule will show if **You** have selected to upgrade to hazardous activities grade 4 and paid the appropriate premium.  
Section B - Medical Excess increased to £650  
Section D - Personal Accident Sum insured reduced by 50%  
Section G - Personal Liability Cover is Excluded  
Canyoning  
Hand Gliding  
High Diving under 5m (amateur, excluding cliff diving)  
Horse Jumping (no Polo, Hunting)  
Kite Surfing  
Micro Lighting  
Parasailing  
Rock Climbing (under 2,000m)  
Rock Scrambling (under 4,000m)

## General exclusions applicable to all sections of the policy

We will not pay for claims arising directly or indirectly from:

1. War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, Terrorism, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power but this exclusion shall not apply to losses under section B – Emergency medical and other expenses, section C – Hospital benefit and section D – Personal accident unless such losses are caused by nuclear, chemical or biological attack, or the disturbances were already taking place at the beginning of any Trip.
2. Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste, from combustion of nuclear fuel, the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component of such assembly.
3. Loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
4. Your pursuit of **Winter Sports** unless the appropriate additional premium has been paid and sections N,O,P,Q and R are shown as operative in **Your** schedule. However, even if **Winter Sports** cover is included **You** are still not covered for the following activities: Off piste skiing without a guide, skiing against local authoritative warning or advice, ski stunting, free-style skiing, ice hockey, bobbing, tobogganing, heli skiing, ski acrobatics, ski flying, ski jumping, ski mountaineering, snow mobiling, glacier skiing, snowcat skiing, snow carting or the use of bob sleighs, luges or skeletons.
5. Your engagement in or practice of: manual work in connection with a profession business or trade, flying except as a fare paying passenger in a fully-licensed passenger-carrying aircraft, the use of motorised two or three wheeled vehicles unless a full **United Kingdom** driving licence is held permitting the use of such vehicles in the United Kingdom, professional entertaining, professional sports, racing (other than on foot), motor rallies and motor competitions.
6. **Your** participation in or practice of any sport or activity unless a) shown as covered without charge in the list on page 3 or b) shown as operative in **Your** schedule.
7. **You** wilfully, self-inflicted injury or illness, suicide or attempted suicide, sexually transmitted diseases, solvent abuse, alcohol abuse, the use of drugs (other than drugs taken in accordance with treatment prescribed and directed by a Medical Practitioner, but not for the treatment of drug addiction), self-exposure to needless peril (except in an attempt to save human life).
8. Your own unlawful action or any criminal proceedings against **You**.
9. Consequential loss of any kind (for example **Your** loss of enjoyment, loss of earnings or the replacement of locks following loss of keys).
10. Operational duties of a member of the Armed Forces.
11. Your travel to a country or specific area or event to which the Travel Advice Unit of the Foreign & Commonwealth Office or the World Health Organisation has advised the public not to travel.

## Emergency and medical service

In the event of a serious illness or accident which may lead to in-patient hospital treatment or before any arrangements are made for repatriation or in the event of Curtailment necessitating **Your** early return **Home** or in the event of **You** incurring medical expenses in **Excess** of £350, **You** must contact the Emergency Assistance Service. The service is available to **You** and operates 24 hours a day, 365 days a year for advice, assistance, making arrangements for hospital admission, repatriation and authorisation of medical expenses. If this is not possible because the condition requires immediate emergency treatment **You** must contact the Emergency Assistance Service as soon as possible. Private medical treatment is not covered unless authorised specifically by the Emergency Assistance Service.

### Medical assistance abroad

The Emergency Assistance Service has the medical expertise, contacts and facilities to help should **You** be injured in an accident or fall ill. The Emergency Assistance Service will also arrange transport **Home** when this is considered to be medically necessary or when **You** have notice of serious illness or death of a **Close Relative** at home.

### Payment for medical treatment abroad

If **You** are admitted to a hospital/clinic while abroad, the Emergency Assistance Service will arrange for medical expenses covered by the policy to be paid direct to the hospital/clinic. To take advantage of this benefit someone must contact the Emergency Assistance Service for **You** as soon as possible.

For simple out-patient treatment, **You** should pay the hospital/clinic yourself and claim back medical expenses from Us on **Your** return to the United Kingdom. Beware of requests for **You** to sign for excessive treatment or charges. If in doubt regarding any such requests, please call the Emergency Assistance Service for guidance.

**Contact the Emergency Assistance Service on telephone number : +44 (0)845 601 9139**

### 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 as a resident of the **United Kingdom** **You** are entitled to health care through the public system if **You** become ill or injured while on a temporary stay there. **You** are strongly advised to obtain a European Health Insurance Card (EHIC) application from **Your** local Post Office. **You** can also apply either online through [www.dh.gov.uk/travellers](http://www.dh.gov.uk/travellers) or by telephoning 0845 606 2030. This will entitle **You** to benefit from the reciprocal health care arrangements which exist between countries within the EU/EEA or Switzerland. **We** strongly suggest that **You** make sure that any medical treatment is provided at hospitals or by doctors working within the terms of the reciprocal health care agreement, unless the Emergency Assistance Service agree otherwise. If **You** are admitted to a private clinic **You** may be transferred to a public hospital as soon as the transfer can be arranged safely.

In the event of liability being accepted for a medical expense which has been reduced by the use of a European Health Insurance Card or private health insurance, **We** will not apply the deduction of **Excess** under section B - Emergency medical and other 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.

**Contact the Emergency Assistance Service on telephone number : +44 (0)845 601 9139**

## Section A – Cancellation or Curtailment Charges

### What is covered

We will pay **You** up to the amount shown in the schedule of benefits for any irrecoverable unused travel and accommodation costs (including excursions up to £250) and other pre-paid charges which **You** have paid or are contracted to pay together with any reasonable additional travel expenses incurred if

- a) cancellation of the **Trip** is necessary and unavoidable or
- b) the **Trip** is Curtailed before completion as a result of any of the following events occurring:
  1. The death, **Bodily Injury** or illness of:
    - a) **You**
    - b) any person with whom **You** are travelling or have arranged to travel with
    - c) any person with whom **You** have arranged to reside temporarily
    - d) **Your Close Relative**
    - e) a Close Business Associate.
  2. Compulsory quarantine, jury service attendance or being called as a witness at a Court of Law of **You** or any person with whom **You** are travelling or have arranged to travel with.
  3. Redundancy (which qualifies for payment under current **United Kingdom** redundancy payment legislation and at the time of booking the **Trip** there was no reason to believe anyone would be made redundant) of **You** or any person with whom **You** are travelling or have arranged to travel with.
  4. **You** or any person with whom **You** are travelling or have arranged to travel with are a member of the Armed Forces, Police, Fire, Nursing or Ambulance Services or employees of a Government Department and have **Your/their** authorised leave cancelled for operational reasons, provided that such cancellation or Curtailment could not reasonably have been expected at the time this insurance is purchased by **You**.
  5. The Police requesting **You** to remain at or return to **Your Home** due to serious damage to **Your Home** caused by fire, aircraft, explosion, storm, flood, subsidence, malicious persons or theft.

### Special conditions relating to claims

1. It is a condition of the policy that **You** contact the Emergency Assistance Service prior to any Curtailment of **Your Trip**.
2. **You** must obtain a medical certificate from a **Medical Practitioner** and prior approval of the Emergency Assistance Service to confirm the necessity to return **Home** prior to Curtailment of the **Trip** due to death, **Bodily Injury** or illness.
3. If **You** fail to notify the travel agent, tour operator or provider of transport/accommodation immediately it is found necessary to cancel the **Trip** **Our** liability shall be restricted to the cancellation charges that would have applied had failure not occurred.
4. If **You** cancel the **Trip** due to **Bodily Injury** or illness **You** must provide a medical certificate from a **Medical Practitioner** stating that this necessarily and reasonably prevented **You** from travelling.

### What is not covered

1. The **Excess** for each and every claim per incident for each **Insured Person** as shown in the schedule of benefits.
2. Claims arising directly or indirectly as a result of **Your** failure to comply with the Important conditions relating to **Your** health shown on page 3.
3. The cost of Airport charges and levies.
4. Any claims arising directly or indirectly from:
  - a) Redundancy caused by or resulting from misconduct leading to dismissal or from resignation or voluntary redundancy or where a warning or notification of redundancy was given prior to the date this insurance is purchased by **You** or the time of booking any **Trip** (whichever is the earlier).
  - b) Circumstances known to **You** prior to the date this insurance is purchased by **You** or the time of booking any **Trip** (whichever is the earlier) which could reasonably have been expected to give rise to cancellation or Curtailment of the Trip.
5. Travel tickets paid for using any airline mileage reward scheme, for example Air Miles.
6. Stress, anxiety, depression or any other mental or nervous disorder that **You** are suffering from.
7. Anything mentioned in the general exclusions on page 4.

## Section B – Emergency Medical and Other Expenses

### What is covered

We will pay **You** up to the amount shown in the schedule of benefits for the following expenses which are necessarily incurred as a result of **Your** suffering **Bodily Injury** or illness and/or compulsory quarantine:

1. Emergency medical, surgical, hospital, ambulance and nursing fees and charges incurred:

- a) outside the **United Kingdom** or
  - b) within the Channel Islands.
2. Emergency dental treatment for the immediate relief of pain (to natural teeth only) up to a limit of £200 incurred:
    - a) outside the **United Kingdom** or
    - b) within the Channel Islands.
  3. In the event of **Your** death outside the **United Kingdom** the reasonable additional cost of funeral expenses abroad up to a maximum of £1,500 plus the reasonable cost of conveying **Your** ashes to **Your** Home, or the additional costs of returning **Your** body to **Your** Home.
  4. Reasonable additional transport (economy class) 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 Assistance Service, reasonable additional transport or accommodation expenses for a friend or **Close Relative** to remain with **You** or travel to **You** from the **United Kingdom** or escort **You** and additional travel expenses to return **You** to **Your Home** if **You** are unable to use the return ticket.
  5. With the prior authorisation of the Emergency 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. Repatriation expenses will be in respect only of the identical class of travel utilised on the outward journey unless the Emergency Assistance Service agree otherwise.

#### Special conditions relating to claims

1. You must give notice as soon as possible to the Emergency Assistance Service or Us of any **Bodily Injury** or illness which necessitates **Your** admittance to hospital as an in-patient or before any arrangements are made for **Your** repatriation.
2. You must contact the Emergency Assistance Service as soon as possible in the event of **You** incurring medical expenses in **Excess** of £350 relating to any one incident.
3. In the event of **Your Bodily Injury** or illness **We** reserve the right to relocate **You** from one hospital to another and arrange for **Your** repatriation to the **United Kingdom** at any time during the Trip. **We** will do this if in the opinion of the **Medical Practitioner** in attendance or the Emergency Assistance Service **You** can be moved safely and / or travel safely to the **United Kingdom** to continue treatment.

#### What is not covered

1. The **Excess** for each and every claim per incident for each **Insured Person** as shown in the schedule of benefits.
2. Any claims arising directly or indirectly in respect of:
  - a) Cost of telephone calls.
  - b) The cost of treatment or surgery, including exploratory tests, which are not directly related to the **Bodily Injury** or illness which necessitated **Your** admittance into hospital.
  - c) Any expenses which are not usual, reasonable or customary to treat **Your Bodily Injury** or illness.
  - d) Any form of treatment or surgery which in the opinion of the **Medical Practitioner** in attendance and the Emergency Assistance Service can be delayed reasonably until **Your** return to the United Kingdom.
  - e) Expenses incurred in obtaining or replacing medication, which at the time of departure is known to be required or to be continued outside the United Kingdom.
  - f) Additional costs arising from single or private room accommodation.
  - g) Treatment or services provided by a health spa, convalescent or nursing **Home** or any rehabilitation centre unless agreed by the Emergency Assistance Service.
  - h) Any expenses incurred after **You** have returned to the United Kingdom.
  - i) Expenses incurred as a result of a tropical disease where **You** have not had the recommended inoculations and/or taken the recommended medication.
  - j) Your decision not to be repatriated after the date when in the opinion of the Emergency Assistance Service it is safe to do so.
3. Claims arising directly or indirectly as a result of **Your** failure to comply with the Important conditions relating to **Your** health shown on page 3.
4. Stress, anxiety, depression or any other mental or nervous disorder that **You** are suffering from.
5. Anything mentioned in the general exclusions on page 4.

## Section C – Hospital Benefit

#### What is covered

**We** will pay **You** the amount as shown in the schedule of benefits for every complete 24 hours **You** have to stay in hospital as an in-patient:

- a) outside the **United Kingdom** or
  - b) within the Channel Islands
- up to the maximum as shown in the schedule of benefits.

**We** will pay the amount above in addition to any amount payable under section B – Emergency medical and other expenses.

#### Special conditions relating to claims

1. You must give notice as soon as possible to the Emergency Assistance Service or Us of any **Bodily Injury** or illness which necessitates **Your** admittance to hospital as an in-patient.

#### What is not covered

1. Any claims arising directly or indirectly from:
  - a) Any additional period of hospitalisation relating to treatment or surgery, including exploratory tests, which are not directly related to the **Bodily Injury** or illness which necessitated **Your** admittance into hospital.
  - b) Hospitalisation relating to any form of treatment or surgery which in the opinion of the **Medical Practitioner** in attendance and the Emergency Assistance Service can be delayed reasonably until **Your** return to the United Kingdom.

- c) Any additional period of hospitalisation relating to treatment or services provided by a convalescent or nursing **Home** or any rehabilitation centre.
  - d) Hospitalisation as a result of a tropical disease where **You** have not had the recommended inoculations and/or taken the recommended medication.
  - e) Any additional period of hospitalisation following **Your** decision not to be repatriated after the date when in the opinion of the Emergency Assistance Service it is safe to do so.
2. Claims arising directly or indirectly as a result of **Your** failure to comply with the Important conditions relating to **Your** health shown on page 10.
  3. Stress, anxiety, depression or any other mental or nervous disorder that **You** are suffering from.
  4. Anything mentioned in the general exclusions on page 4.

## Section D – Personal Accident

#### Special Definitions (which are shown in italics)

##### *Permanent Total Disablement*

- means disablement sustained from the moment the **Bodily Injury** occurred which entirely prevents **You** from attending to any business or occupation of any and every kind which lasts in excess of two continuous years and at the expiry of that period is in the opinion of **Our Medical Practitioner** beyond expectation of improvement.

##### *Loss of limb*

- means loss by permanent severance of an entire hand or foot or the total and permanent loss of use of an entire hand or foot.

##### *Loss of sight*

- means total and irrecoverable loss of sight.

##### **What is covered**

**We** will pay one of the benefits as shown in the schedule of benefits if **You** sustain **Bodily Injury** which shall solely and independently of any other cause, result within two years in **Your** death, *loss of limb*, *loss of sight* or *permanent total disablement*.

#### Special conditions relating to claims

1. Our **Medical Practitioner** may examine **You** as often as they deem necessary in the event of a claim.

#### Provisions

1. Benefit is not payable to **You**:
  - a) Under more than one of item.
  - b) Under **Permanent Total Disablement** until two years after the date **You** sustain **Bodily Injury**.
  - c) Under **Permanent Total Disablement** if **You** are able to carry out any business or occupation of any and every kind.

#### What is not covered

1. Claims arising directly or indirectly as a result of **Your** failure to comply with the Important conditions relating to **Your** health shown on page 3.
2. More than one lump sum under this section.
3. Anything mentioned in the general exclusions on page 4.

## Section E – Baggage, Baggage Delay and Passport

#### What is covered

1. **We** will pay **You** up to the amount as shown in the schedule of benefits for the accidental loss of, theft of or damage to **Baggage**. The amount payable will be the value at today's prices less a deduction for wear tear and depreciation, (or **We** may at **Our** option replace, reinstate or repair the lost or damaged **Baggage**).
  - a) the maximum **We** will pay for any one article, pair or set of articles is as shown in the schedule of benefits .
  - b) the total for all **Valuables** is as shown in the schedule of benefits.
2. **We** will also pay **You** up to the amounts as shown in the schedule of benefits for:
  - a) the emergency replacement of clothing, medication and toiletries if the **Baggage** is temporarily lost in transit during the outward journey and not returned to **You** within 12 hours, provided written confirmation is obtained and sent to Us from the carrier, confirming the number of hours the **Baggage** was delayed. If the loss is permanent the amount paid will be deducted from the final amount to be paid under this section.
  - b) reasonable additional travel and accommodation expenses incurred necessarily abroad to obtain a replacement of **Your** lost or stolen passport or visa.

#### Special conditions relating to claims

1. You must report to the local Police within 24 hours of discovery and obtain a written report of the loss, theft or attempted theft of all **Baggage**.
2. For items damaged whilst on **Your Trip** **You** must obtain an official report from an appropriate local authority.
3. If **Baggage** is lost, stolen or damaged while in the care of a carrier, transport company, authority or hotel **You** must report to them, in writing, details of the loss, theft or damage and obtain written confirmation. If **Baggage** is lost, stolen or damaged whilst in the care of an airline **You** must:
  - a) obtain a Property Irregularity Report from the airline.
  - b) give formal written notice of the claim to the airline within the time limit contained in their conditions of carriage (please retain a copy).
  - c) retain all travel tickets and tags for submission if a claim is to be made under this policy.
4. **You** must provide an original receipt or proof of ownership for items lost, stolen or damaged to help **You** to substantiate **Your** claim. The maximum payment for any **Single Item** for which an original receipt, proof of purchase or insurance valuation (obtained prior to loss) is not supplied is £50, subject to a maximum of £300 for all such items.

#### What is not covered

1. The **Excess** for each and every claim per incident for each **Insured Person** as shown in the schedule of benefits.

2. Loss, theft of or damage to **Valuables** or **Your** passport left **Unattended** at any time (including in a vehicle or in the custody of carriers) unless deposited in a hotel safe or safety deposit box.
3. Loss, theft of or damage to **Baggage** contained in an **Unattended** vehicle:
  - a) overnight between 9 p.m. and 8 a.m. (local time) or
  - b) at any time between 8 a.m. and 9 p.m. (local time) unless it is in the locked boot which is separate from the passenger compartment for those vehicles with a boot, or for those vehicles without a separate boot locked in the vehicle and covered from view and evidence of forcible and violent entry to the vehicle is available.
4. Loss or damage due to delay, confiscation or detention by customs or other authority.
5. Loss, theft of or damage to unset precious stones, contact or corneal lenses, hearing aids, dental or medical fittings, antiques, musical instruments, documents of any kind, bonds, securities, perishable goods, bicycles, **Ski Equipment** and damage to suitcases (unless the suitcases are entirely unusable as a result of one single incidence of damage).
6. Loss or damage due to cracking, scratching, breakage of or damage to china, glass (other than glass in watch faces, cameras, binoculars or telescopes), porcelain or other brittle or fragile articles unless caused by fire, theft, or accident to the aircraft, sea vessel, train or vehicle in which they are being carried.
7. Loss or damage due to breakage of sports equipment or damage to sports clothing whilst in use.
8. Claims which are not supported by the original receipt, proof of ownership or insurance valuation (obtained prior to the loss) of the items lost, stolen or damaged.
9. Loss, theft of or damage to business goods, samples, tools of trade, motor accessories and other items used in connection with **Your** business, trade, profession or occupation.
10. Loss or damage caused by wear and tear, depreciation, deterioration, atmospheric or climatic conditions, moth, vermin, any process of cleaning repairing or restoring, mechanical or electrical breakdown.
11. Claims arising for personal effects left **Unattended** in a place to which the general public has access or left in the custody of a person who does not have an official responsibility for the safekeeping of the property at anytime except as shown under 3. b) shown above. Including theft or damage occurring on a beach or in or around a swimming pool.
12. Claims arising for Personal Money, cheques, contact lenses, antiques, computer equipment of any kind, mobile telephones, PDA's and TV sets.
13. Anything mentioned in the general exclusions on page 4.

## Section F – Personal Money and Documents

### What is covered

We will pay **You** up to the amounts shown in the schedule of benefits for the accidental loss of, theft of or damage to **Personal Money** and documents (including driving licence).

- a) the maximum for bank notes currency notes and coins is as shown in the schedule of benefits.
- b) If **You** are under the age of 18, for bank notes currency notes and coins is as shown in the schedule of benefits.
- c) the maximum for documents is as shown in the schedule of benefits
- d) for all other **Personal Money** is as shown in the schedule of benefits.

### Special conditions relating to claims

1. You must report to the local Police within 24 hours of discovery and obtain a written report of the loss, theft or attempted theft of all **Personal Money** and documents. A holiday representative report is not sufficient.
2. If **Personal Money** and documents are lost, stolen or damaged while in the care of a carrier, transport company, authority or hotel **You** must report to them, in writing, details of the loss, theft or damage and obtain written confirmation. If documents are lost, stolen or damaged whilst in the care of an airline **You** must:
  - a) obtain a Property Irregularity Report from the airline.
  - b) give formal written notice of the claim to the airline within the time limit contained in their conditions of carriage (please retain a copy).
  - c) retain all travel tickets and tags for submission if a claim is to be made under this policy.
3. Receipts for items lost, stolen or damaged including foreign currency exchange receipts showing the amount must be retained as these will help **You** to substantiate **Your** claim.

### What is not covered

1. The **Excess** for each and every claim per incident for each **Insured Person** as shown in the schedule of benefits.
2. Loss, theft of or damage to **Personal Money** left **Unattended** at any time (including in a vehicle or in the custody of carriers) unless deposited in a hotel safe, safety deposit box.
3. Loss, theft of or damage to travellers' cheques if **You** have not complied with the issuers conditions or where the issuer provides a replacement service.
4. Loss or damage due to delay, confiscation or detention by customs or other authority.
5. Loss or damage due to depreciation in value, variations in exchange rates or shortages due to error or omission.
6. Anything mentioned in the general exclusions on page 4.

## Section G – Personal Liability

### What is covered

We will pay up to the amount shown in the schedule of benefits (inclusive of 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 in respect of accidental:

1. Bodily Injury, death, illness or disease to any person who is not in **Your** employment or who is not a **Close Relative** or member of **Your** household.
2. Loss or damage to property that does not belong to and is neither in the charge of or under the control of **You**, a **Close Relative**, anyone in **Your** employment or any member of **Your** household other than any temporary holiday accommodation occupied (but not owned) by **You**.

### Special conditions relating to claims

1. You must give Us written notice as soon as possible of any incident, which may give rise to a claim.
2. You must forward every letter, writ, summons and process to Us 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** written consent.
4. We will be entitled if **We** so desire to take over and conduct in **Your** name the defence of any claims for indemnity or damages or otherwise against any third party. **We** shall have full discretion in the conduct of any negotiation or proceedings or in the settlement of any claim and **You** shall give Us all necessary information and assistance which **We** may require.
5. In the event of **Your** death, **Your** legal representative(s) will have the protection of this cover provided that such representative(s) comply(ies) with the terms and conditions outlined in this policy.

### What is not covered

1. The **Excess** for each and every claim per incident for each **Insured Person** as shown in the schedule of benefits.
2. Compensation or legal costs arising directly or indirectly from:
  - a) Liability which has been assumed by **You** under agreement unless the liability would have attached in the absence of such agreement.
  - b) Pursuit of any business, trade, profession or occupation or the supply of goods or services.
  - c) Ownership possession or use of vehicles aircraft or watercraft (other than surfboards or manually propelled rowboats, punts or canoes).
  - d) The transmission of any communicable disease or virus.
  - e) Ownership or occupation of land or buildings (other than occupation only of any temporary holiday accommodation where **We** will not pay for the **Excess** as detailed in the schedule of benefits for each and every claim arising from the same incident).
3. Anything mentioned in the general exclusions on page 4.

## Section H – Delayed Departure

### What is covered

If departure of the scheduled **Public Transport** on which **You** are booked to travel is delayed at the final departure point from or to the **United Kingdom** for at least 12 hours from the scheduled time of departure due to:

- a) strike or
- b) industrial action or
- c) adverse weather conditions or
- d) mechanical breakdown of or a technical fault occurring in the scheduled **Public Transport** on which **You** are booked to travel

We will pay **You**:

1. up to the amount as shown in the schedule of benefits for each completed 12 hours delay up to the maximum as shown in the schedule of benefits.
- You may claim only under section H – Delayed departure, section I – Holiday abandonment or section J – Missed departure for the same event.

### Special conditions relating to claims

1. You must check in according to the itinerary supplied to **You**.
2. You must obtain confirmation from the carriers (or their handling agents) in writing of the number of hours of delay and the reason for the delay.
3. You must comply with the terms of contract of the travel agent, tour operator or provider of transport.

### What is not covered

1. Claims arising directly or indirectly from:
  - a) Strike or industrial action or air traffic control delay existing or publicly declared by the date this insurance is purchased by **You**.
  - b) Withdrawal from service (temporary or otherwise) of an aircraft or sea vessel on the recommendation of the Civil Aviation Authority or a Port Authority or any similar body in any country.
2. Anything mentioned in the general exclusions on page 4.

## Section I – Holiday Abandonment

### What is covered

If departure of the scheduled **Public Transport** on which **You** are booked to travel is delayed at the final departure point from or to the **United Kingdom** for at least 24 hours from the scheduled time of departure due to:

1. strike or
2. industrial action or
3. adverse weather conditions or
4. mechanical breakdown of or a technical fault occurring in the scheduled **Public Transport** on which **You** are booked to travel

We will pay **You**:

1. up to the amount as shown in the schedule of benefits for any irrecoverable unused travel and accommodation costs and other pre-paid charges which **You** have paid or are contracted to pay if after a minimum 24 hours has elapsed, **You** choose to cancel **Your** Trip.

You may claim only under section H – Delayed departure, section I – Holiday abandonment or section J – Missed departure for the same event.

### Special conditions relating to claims

1. You must check in according to the itinerary supplied to **You**.
2. You must obtain confirmation from the carriers (or their handling agents) in writing of the number of hours of delay and the reason for the delay.
3. You must comply with the terms of contract of the travel agent, tour operator or provider of transport.

### What is not covered

1. The **Excess** for each and every claim per incident for each **Insured Person** as shown in the schedule of benefits.
2. Claims arising directly or indirectly from:
  - a. Strike or industrial action or air traffic control delay existing or publicly declared by the date this insurance is purchased by You.
  - b. Withdrawal from service (temporary or otherwise) of an aircraft or sea vessel on the recommendation of the Civil Aviation Authority or a Port Authority or any similar body in any country.
3. Anything mentioned in the general exclusions on page 4.

## Section J - Missed Departure

### What is covered

We will pay **You** up to the amount as shown in the schedule of benefits for reasonable additional accommodation (room only) and travel expenses necessarily incurred in reaching **Your** overseas destination or returning to the **United Kingdom** if **You** fail to arrive at the international departure point in time to board the scheduled **Public Transport** on which **You** are booked to travel on the initial international journey of the **Trip** as a result of:

1. the failure of other scheduled **Public Transport** or
2. an accident to or breakdown of the vehicle in which **You** are travelling or
3. an accident or breakdown occurring ahead of **You** on a motorway or dual carriage way which causes an unexpected delay to the vehicle in which **You** are travelling or
4. strike, industrial action or adverse weather conditions.

You may claim only under section H – Delayed departure, section I – Holiday abandonment or section J – Missed departure for the same event.

### Special conditions relating to claims

1. In the event of a claim arising from any delay occurring on a motorway or dual carriage way **You** must obtain written confirmation from the Police or emergency breakdown services of the location, reason for and duration of the delay.
2. You must allow sufficient time for the scheduled **Public Transport** or other transport to arrive on schedule and to deliver **You** to the departure point. For example a minimum connection time of 2 hours between connecting flights of international point of departure or later if flight reservations systems require longer periods for connections.

### What is not covered

1. The **Excess** for each and every claim per incident for each **Insured Person** as shown in the schedule of benefits.
2. Claims arising directly or indirectly from:
  - a) Strike or industrial action existing or declared publicly by the date this insurance is purchased by You.
  - b) An accident to or breakdown of the vehicle in which **You** are travelling for which a professional repairers report is not provided.
  - c) Breakdown of any vehicle in which **You** are travelling if the vehicle is owned by **You** and has not been serviced properly and maintained in accordance with manufacturers instructions.
  - d) Withdrawal from service (temporary or otherwise) of an aircraft or sea vessel on the recommendation of the Civil Aviation Authority or a Port Authority or any similar body in any country.
3. Additional expenses where the scheduled **Public Transport** operator has offered reasonable alternative travel arrangements.
4. Anything mentioned in the general exclusions on page 4.

## Section K – Catastrophe Cover

### What is covered

We will pay up to the amounts shown in the schedule of benefits in the event that the tour company is unable to assist and **You** are forced to move from the pre-booked accommodation as a result of fire, lightning, explosion, earthquake, storm, tempest, hurricane, flood, medical epidemic or local Government directive which is confirmed in writing by local or national authority for irrecoverable travel or accommodation costs necessarily incurred to continue with the **Trip** or, if the **Trip** cannot be continued for **Your** return Home.

### Special conditions relating to claims

1. You must obtain a report from local or national authority stating that it was not acceptable for **You** to remain in **Your** pre booked accommodation.

### What is not covered

1. The **Excess** for each and every claim per incident for each **Insured Person** as shown in the schedule of benefits.
2. Claims where the tour company is responsible.
3. Anything mentioned in the general exclusions on page 4.

## Section L – Hijack Cover

### What is covered

We will pay up to the amounts shown in the schedule of benefits for every complete 24 hours in the event of hijack of the transport on which **You** are travelling.

### Special conditions relating to claims

1. You must obtain a police report confirming the length and exact nature of the incident.

### What is not covered

1. Anything mentioned in the general exclusions on page 4.

## Section M – Overseas Legal Expenses and Assistance

### What is covered

We will pay up to the amount shown in the schedule of benefits for legal costs to pursue a civil action for compensation if someone else causes **You** Bodily Injury, illness or death.

### Special conditions relating to claims

1. We shall have complete control over the legal case through agents **We** nominate, by

1. appointing agents of **Our** choice on **Our** 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** consent.
4. You must not accept liability.
5. We will decide the point at which **Your** legal case cannot usefully be pursued further. After that no further claims can be made against the Us.
6. We may include a claim for **Our** legal costs and other related expenses.
7. We may, at **Our** own expense, take proceedings in **Your** name to recover compensation from any third party in respect of any indemnity paid under this policy. **You** must give such assistance as **We** shall reasonably require and any amount recovered shall belong to the Us.
8. If **You** or **Your** Lawyer receive any compensation, **You** must repay Us any legal costs which **We** have paid up to the amount of the compensation.

### What is not covered

We shall not be liable for:-

1. The **Excess** for each and every claim per incident for each **Insured Person** as shown in the schedule of benefits.
2. Any claim where in the **Our** opinion there is insufficient prospect of success in obtaining reasonable compensation.
3. Legal costs and expenses incurred in pursuit of any claim against a travel agent, tour operator, carrier, Us, AXA Assistance or their agents, NJ Heritage Partnership or any Healix Group company, someone **You** were travelling with, a person related to **You**, or another Insured Person.
4. Legal costs and expenses incurred prior to the **Our** written acceptance of the case.
5. Any claim where the legal costs and expenses are likely to be greater than the anticipated amount of compensation.
6. Any claim where legal costs and expenses are based directly or indirectly on the amount of compensation awarded (for example a Contingency Fee Agreement), or on the condition that **Your** action is successful.
7. Legal costs and expenses incurred in any claim which is capable of being pursued under a Conditional Fee Agreement.
8. Legal costs and expenses incurred if an action is brought in more than one country.
9. Any claim where in the **Our** opinion the estimated amount of compensation payment is less than £1,000 for each Insured Person.
10. Travel, accommodation and incidental costs incurred to pursue a civil action for compensation.
11. Costs of any Appeal.
12. Claims occurring within the United Kingdom.
13. Claims by **You** other than in **Your** private capacity.
14. Claims not notified to the Emergency Assistance Service when the incident has occurred.
15. Anything mentioned in the general exclusions on page 4.

## Sections N, O, P, Q, and R – Winter Sports

*(only operative if indicated in the schedule)*

**Cover in respect of sections n, o, p, q and r only operates:-**

1. If the appropriate **Winter Sports** extension has been chosen and the appropriate additional premium has been paid and is shown on the schedule.

## Section N – Ski Equipment

### What is covered

1. We will pay **You** up to the amount as shown in the schedule of benefits for the accidental loss of, theft of or damage to **Your** own **Ski Equipment**. The amount payable will be the value at today's prices less a deduction for wear tear and depreciation, (or **We** may at **Our** option replace, reinstate or repair the lost or damaged **Ski Equipment**).
  - a) the maximum **We** will pay for any one article, pair or set of articles is shown in the schedule of benefits.
  - b) for hired **Ski Equipment** the maximum **We** will pay is shown in the schedule of benefits.

### Special conditions relating to claims

1. You must report to the local Police within 24 hours of discovery and obtain a written report of the loss, theft or attempted theft of all **Ski Equipment**.
2. For items damaged whilst on **Your Trip** **You** must obtain an official report from an appropriate local authority.
3. If **Ski Equipment** is lost, stolen or damaged while in the care of a carrier, transport company, authority or hotel **You** must report to them, in writing, details of the loss, theft or damage and obtain written confirmation. If **Ski Equipment** is lost, stolen or damaged whilst in the care of an airline **You** must:
  - a) obtain a Property Irregularity Report from the airline.
  - b) give formal written notice of the claim to the airline within the time limit contained in their conditions of carriage (please retain a copy).
  - c) retain all travel tickets and tags for submission if a claim is to be made under this policy.
4. **You** must provide an original receipt or proof of ownership for items lost, stolen or damaged to help **You** to substantiate **Your** claim. The maximum payment for any **Single Item** for which an original receipt, proof of purchase or insurance valuation (obtained prior to loss) is not supplied is £50, subject to a maximum of £300 for all such items.
5. **Our** liability for **Ski Equipment** owned by the **Insured Person** shall be further limited as follows:
  - Up to 1 year old - 90% of purchase price
  - Up to 2 years old - 70% of purchase price
  - Up to 3 years old - 50% of purchase price

Up to 4 years old - 30% of purchase price

Up to 5 years old - 20% of purchase price

Over 5 years old - Nil

Our liability for **Ski Equipment** hired by the **Insured Person** shall be further limited to their liability for such loss or damage.

#### What is not covered

1. The **Excess** for each and every claim per incident for each **Insured Person** as shown in the schedule of benefits.
2. Loss, theft of or damage to **Ski Equipment** contained in or stolen from an **Unattended** vehicle:
  - a) overnight between 9 p.m. and 8 a.m. (local time) or
  - b) at any time between 8 a.m. and 9 p.m. (local time) unless it is in the locked boot which is separate from the passenger compartment for those vehicles with a boot, or for those vehicles without a separate boot locked in the vehicle and covered from view and evidence of forcible and violent entry to the vehicle is available.
3. Loss or damage due to delay, confiscation or detention by customs or other authority.
4. Loss or damage caused by wear and tear, depreciation, deterioration, atmospheric or climatic conditions, moth, vermin, any process of cleaning repairing or restoring, mechanical or electrical breakdown.
5. Claims which are not supported by the original receipt, proof of ownership or insurance valuation (obtained prior to the loss) of the items lost, stolen or damaged.
6. Claims arising for **Ski Equipment** left **Unattended** in a place to which the general public has access or left in the custody of a person who does not have an official responsibility for the safekeeping of the property at anytime except as shown under 2. b) above.
7. Anything mentioned in the general exclusions on page 4.

## Section O – Hire of Ski Equipment

#### What is covered

We will pay **You** the amount as shown in the schedule of benefits for every complete 24 hour period, up to the maximum shown in the schedule of benefits for the reasonable cost of hiring replacement **Ski Equipment** as a result of the accidental loss of, theft of or damage to or temporary loss in transit for more than 24 hours of **Your** own **Ski Equipment**.

#### Special conditions relating to claims

1. You must report to the local Police within 24 hours of discovery and obtain a written report of the loss, theft or attempted theft of **Your** own **Ski Equipment**.
2. For items damaged whilst on **Your Trip** **You** must obtain an official report from an appropriate local authority.
3. If **Ski Equipment** is lost, stolen or damaged while in the care of a carrier, transport company, authority or hotel **You** must report to them, in writing, details of the loss, theft or damage and obtain written confirmation. If **Ski Equipment** is lost, stolen or damaged whilst in the care of an airline **You** must:
  - a) obtain a Property Irregularity Report from the airline.
  - b) give formal written notice of the claim to the airline within the time limit contained in their conditions of carriage (please retain a copy).
  - c) retain all travel tickets and tags for submission if a claim is to be made under this policy.
4. Receipts for items lost, stolen or damaged must be retained as these will help **You** substantiate **Your** claim.

#### What is not covered

1. Loss, theft of or damage to **Ski Equipment** contained in or stolen from an **Unattended** vehicle:
  - a) overnight between 9 p.m. and 8 a.m. (local time) or
  - b) at any time between 8 a.m. and 9 p.m. (local time) unless it is in the locked boot which is separate from the passenger compartment for those vehicles with a boot, or for those vehicles without a separate boot locked in the vehicle and covered from view and evidence of forcible and violent entry to the vehicle is available.
2. Claims which are not supported by the original receipt, proof of ownership or insurance valuation (obtained prior to the loss) of the items lost, stolen or damaged.
3. Loss or damage due to delay, confiscation or detention by customs or other authority.
4. Loss or damage caused by wear and tear, depreciation, deterioration, atmospheric or climatic conditions, moth, vermin, any process of cleaning repairing or restoring, mechanical or electrical breakdown.
5. Claims arising for **Ski Equipment** left **Unattended** in a place to which the general public has access or left in the custody of a person who does not have an official responsibility for the safekeeping of the property at anytime except as shown under 1. b) above.
6. Anything mentioned in the general exclusions on page 4.

## Section P – Ski Pack

#### What is covered

We will pay **You** the amount shown in the schedule of benefits for every complete 24 hour period, up to the maximum shown in the schedule of benefits for the unused portion of **Your** ski pack (ski school fees, lift passes and hired **Ski Equipment**) following **Your Bodily Injury** or illness.

#### Special conditions relating to claims

1. You must provide written confirmation from a **Medical Practitioner** that such **Bodily Injury** or illness prevented **You** from using **Your** ski pack.

#### What is not covered

1. Anything mentioned in the general exclusions on page 4.

## Section Q – Piste Closure

#### What is covered

We will pay **You** the amount shown in the schedule of benefits for every complete 24 hour period, up to the maximum shown in the schedule of benefits for the cost of transport organised by the tour operator to an alternative site if lack of snow conditions results in

the closure of skiing facilities (excluding cross-country skiing) in **Your** resort and it is not possible to ski. The cover only applies:

- a) To the resort which **You** have pre-booked for a period exceeding 12 hours and for so long as such conditions prevail at the resort, but not exceeding the pre-booked period of **Your Trip** and
- b) To Trips taken outside the **United Kingdom** during the period 15<sup>th</sup> December to 15<sup>th</sup> April in the northern hemisphere (both dates inclusive),
- c) To Trips taken outside the **United Kingdom** during the period 15<sup>th</sup> May to 15<sup>th</sup> October in the southern hemisphere (both dates inclusive),

If no alternative sites are available **We** will pay **You** compensation as shown in the schedule of benefits.

#### Special conditions relating to claims

1. You must obtain written confirmation from the resort management of the number of days skiing facilities were closed in **Your** resort and the reason for the closure.

#### What is not covered

1. Anything mentioned in the general exclusions on page 4.

## Section R – Avalanche Closure

#### What is covered

We will pay **You** up to the amount as shown in the schedule of benefits for the cost of transport organised by the tour operator to an alternative site if an avalanche results in the closure of skiing facilities (excluding cross-country skiing) in **Your** resort and it is not possible to ski. The cover only applies:

1. To the resort which **You** have pre-booked for a period exceeding 12 hours and for so long as such conditions prevail at the resort, but not exceeding the pre-booked period of **Your Trip** and
2. To **Trips** taken outside the **United Kingdom** during the published ski season for **Your** resort.

You may claim only under section H – Delayed departure or section R – Avalanche closure for the same event and not both.

#### Special conditions relating to claims

1. You must check in according to the itinerary supplied to **You**.
2. You must obtain written confirmation from the resort management of the avalanche, its effect on skiing facilities and confirmation of the closure and the dates applicable.

#### What is not covered

1. The **Excess** for each and every claim per incident for each **Insured Person** as shown in the schedule of benefits.
2. Anything mentioned in the general exclusions on page 4.

## Complaints Procedure

#### Making Yourself Heard

We are committed to providing **You** with an exceptional level of service and customer care. **We** realise that things can go wrong and there may be occasions when **You** feel that **We** have not provided the service **You** expected. When this happens, **We** want to hear about it so that **We** can try to put things right.

#### Who to contact?

The most important factors in getting **Your** complaint dealt with as quickly and efficiently as possible are:

- a) to be sure **You** are talking to the right person, and;
- b) that **You** are giving them the right information.

#### When You contact Us:

Please give Us **Your** name and contact telephone number. Please quote **Your** policy and/or claim number and the type of policy **You** hold. Please explain clearly and concisely the reason for **Your** complaint.

#### Step One – initiating Your complaint:

Does **Your** complaint relate to:

A **Your** policy?

B a claim on **Your** policy?

If A, **You** need to contact NJ Heritage Partnership on **0845 600 3076**

If B, **You** need to contact AXA Claims on Tel: **0845 601 9140**

**We** expect that the majority of complaints will be quickly and satisfactorily resolved at this stage, but if **You** are not satisfied, **You** can take the issue further:

#### Step Two – if You are still unhappy:

Should the response **You** receive be unsatisfactory, ask to speak to a Team Leader. Where a Team Leader cannot assist **We** will ensure **You** are put into contact with a Manager who will seek to resolve **Your** complaint.

#### Step Three – contacting AXA Head Office:

If **Your** complaint is one of the few that cannot be resolved by this stage contact the Head of Customer Care, who will arrange for an investigation on behalf of the Chief Executive:

AXA Insurance, Customer Care Team, 7<sup>th</sup> Floor, Civic Drive, Ipswich, IP1 2AN.

Or **You** may use e-mail: [customer-care@axa-insurance.co.uk](mailto:customer-care@axa-insurance.co.uk)

#### Step Four – beyond AXA:

If **We** have given **You** **Our** final response and **You** are still dissatisfied **You** may refer **Your** case to the Financial Ombudsman Service (Ombudsman).

Insurance Division, Financial Ombudsman Service

South Quay Plaza, 183 Marsh Wall, London, E14 9SR

Telephone: (0845) 080 1800, or fax: (020) 7964 1001

The Ombudsman is an independent body that arbitrates on complaints about general insurance products and other financial services.

It will only consider complaints after **We** have provided **You** with written confirmation that **Our** internal complaints procedure has been exhausted.

Please note that **You** have six months from the date of **Our** final response in which to refer **Your** complaint to the Ombudsman. Referral to the Ombudsman will not affect **Your** right to take legal action.