

Tel	0845 600 3076
Address	308-314 London Road Hadleigh Essex SS7 2DD
Website	<a href="http://www.climatesure.co.uk">www.climatesure.co.uk</a>



### Schedule of Benefits

Description		Silver		Gold		Backpacker	
Section		Limit per Insured Person	Excess	Limit per Insured Person	Excess	Limit per Insured Person	Excess
A	Cancellation or Curtailment	£1,500	£75 £25 Loss of Deposit £100 if 66 years+	£3,000	£40 £15 Loss of Deposit £75 if 66 years+	£1,500	£75 £25 Loss of Deposit
B	Emergency Medical and Other Expenses	£2,000,000	£75 (£100 if 66 years+)	£7,500,000	£40 (£75 if 66 years+)	£2,000,000	£75
	Dental Expenses	£200		£200		£200	
C	Hospital Benefit	£15/24hr up to £150	NIL	£25/24hr up to £250	NIL	NA	NA
D	Personal Accident		NIL		NIL		NIL
	Permanent Total Disablement	£5,000		£25,000		£10,000	
	Loss of Limb	£5,000		£25,000		£10,000	
	Loss of Sight	£5,000		£25,000		£10,000	
	Death (+18, under 66yrs)	£5,000		£10,000		£5,000	
	Death (under 18yrs)	£3,000		£3,000		£5,000	
	All benefits (+66yrs)	£3,000		£3,000		NA	
E	Baggage, Baggage Delay and Passport	£1,500	£75	£2,000	£40	£1,000	£75
	Single Item Limit	£200		£250		£150	
	Valuables Limit (total)	£200		£250		£150	
	Passport Limit	£100		£150		£100	
	Delayed Baggage	£50/24hrs up to £150	NIL	£75/24hrs up to £300	NIL	£50/24hrs up to £250	NIL
F	Personal Money/Documents	£500	£75	£750	£40	£400	£75
	Cash Limit	£200		£300		£300	
	Cash Limit (under 18yrs)	£100		£100		£100	
	Documents Limit	£200		£250		£150	
G	Personal Liability	£1,000,000	£300	£2,000,000	£300	£2,000,000	£300
H	Delayed Departure	£15/12hrs up to £250	NIL	£25/12hrs up to £250	NIL	£20/12hrs up to £200	NIL
I	Holiday Abandonment	£1,500	£75	£3,000	£40	£1,500	£75
J	Missed Departure	£750	£75	£1,000	£40	£500	£75
K	Catastrophe	£500	£75	£1,000	£40	£500	£75
L	Hijack	£50/24hrs up to £500	NIL	£75/24hrs up to £750	NIL	£100/24hrs up to £1,000	NIL
M	Overseas Legal Expenses	£10,000 (£20,000 maximum for a claim from two or more insured persons)	£300	£25,000 (£50,000 maximum for a claim from two or more insured persons)	£300	£10,000	£300

### Wintersports Cover subject to additional premium

N	<b>Ski Equipment</b>						
	Owned	£500	£75	£750	£40	£500	£75
	Hired	£300		£400		£350	
	Single Item Limit	£200		£250		£200	
O	Ski Hire	£30/24hrs up to £300	NIL	£50/24hrs up to £500	NIL	£30/24hrs up to £300	NIL
P	Ski Pack	£30/24hrs up to £300	NIL	£50/24hrs up to £500	NIL	£30/24hrs up to £300	NIL
Q	Piste Closure	£30/24hrs up to £300	NIL	£50/24hrs up to £500	NIL	£30/24hrs up to £300	NIL
R	Avalanche Closure	£300	£75	£500	£40	£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 validation certificate 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** validation certificate.

The validation certificate 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 permanently resident in the **United Kingdom** and are registered with a **Medical Practitioner** in the **United Kingdom**.

### The Law applicable to this contract

**You** and **We** are free to choose the laws applicable to the policy. As **We** are based in England, **We** propose to apply the laws of England and Wales and by purchasing this policy **You** have agreed to this.

### Helplines

Please carry this policy and the Emergency Assistance helpline telephone number 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 the customer helpline on the number shown on **Your** validation certificate.

### Financial Services Compensation Scheme (FSCS)

AXA Insurance UK plc and NJ Heritage Partnership Limited 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)

### Period of Cover

This document only constitutes a valid evidence of insurance when it is issued in conjunction with a validation certificate issued between 01/05/2008 and 30/04/2009 and for holidays or journeys commencing up to 30/04/2010.

### Territorial Limits

Area 1 The **United Kingdom**, Channel Islands, Isle of Man and the Republic of Ireland  
Area 2 The Continent of Europe west of the Ural Mountains including all countries with a Mediterranean coastline (except Algeria, Israel, Lebanon and Libya)  
Area 3 Worldwide including The United States of America, Canada and the Caribbean.

### Underwriter

Benefits under this policy are underwritten by AXA Insurance UK plc. Registered in England No. 78950.

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.

## 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(s)

- means each person travelling on a **Trip** whose name appears in the validation certificate.

### We/Us/Our

- means AXA Insurance UK plc, Registered Office: 5 Old Broad Street, London, EC2N 1AD. Registered in England No. 78950.

### Baggage

- means luggage, clothing, personal effects (excluding **Ski Equipment** and **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**.

### Cancellation Period

- means the 14 days following receipt of the policy documents at new business or the 14 days from the renewal date.

### 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, civil partner, partner (who have co-habited for at least 6 months), son, daughter (including fostered/adopted), grandparent, grandchild, parent-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, step-parent, step-child, step-brother, step-sister or legal guardian.

### Curtailed / Curtail

- means early return to **Home** in 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**.

### Family Cover

- means **You** and **Your** husband/wife or civil partner, partner (who have co-habited for at least 6 months), **Your** unmarried, dependant children of either of **You** (including fostered or adopted) under the age of 19 years. On an annual multi trip policy, adults and children can travel independently but children must always be accompanied by a responsible adult over 18 years.

### Hijack

- means the unlawful seizure or wrongful exercise of control of an aircraft or conveyance that **You** are travelling in as a passenger.

### Home

- means **Your** normal place of residence in the **United Kingdom**.

### Incidental Basis

- means by happening on a casual, unplanned 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 if annual multi trip cover is selected: the period for which **We** have accepted the premium as stated in the validation certificate. During this period any **Trip** not exceeding 31 days for Silver Cover or 60 days for Gold Cover is covered. Under these policies section A - Cancellation cover commences on the start date of the policy stated on the validation certificate or the time of booking any **Trip** (whichever is the later) and terminates on commencement of any **Trip**.

- means if single trip cover or backpacker cover is selected: the period of the **Trip** and terminating upon its completion, but not in any case exceeding the period shown on the validation certificate. Under these policies section A - Cancellation cover shall be operative from the time **You** pay the premium.

For the above policy types; For all other sections of the policy, whichever cover is selected, the insurance commences when **You** leave **Your Home** to commence the **Trip** and terminates at the time of **Your** return to **Your Home** on completion of the **Trip**.

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

- means if one way trip cover is selected: the period of a single outward **Trip** terminating upon its completion, but not in any case exceeding 24 hours after the time **You** first leave the immigration control of **Your** final destination country. Under these policies section A - Cancellation cover shall be operative from the time **You** pay the premium.

### 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 any publicly licensed aircraft, sea vessel, train or coach on which **You** are booked to travel.

### Schedule of Benefits

- means the details of cover as outlined on page 1 of this document.

### Single Item

- means any one article pair or set of articles (including golf clubs) or collection which is used or worn together.

### Ski Equipment

- means skis (including bindings), ski boots, ski poles, 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 organisation(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.

### Travelling Companion

- means a person(s) with whom **You** have booked to travel on the same travel itinerary and without whom **Your** travel plans would be impossible.

## Trip

- means any holiday, business or pleasure **Trip** or journey made by **You** within the area of travel shown in the validation certificate which begins and ends in the **United Kingdom** during the **Period of Insurance** unless the **Trip** is a one way **Trip** or journey as defined under **Period of Insurance**.

If annual multi trip cover is selected any such **Trip** over 31 days for Silver Cover or 60 days for Gold Cover as indicated in **Your** validation certificate is not insured and any **Trip** solely within the **United Kingdom** is only covered where **You** have pre-booked at least two nights accommodation in a hotel, motel, holiday camp, bed and breakfast, holiday cottage or similar accommodation rented for a fee which is at least 50 miles from **Your Home** address. Each **Trip** under annual multi trip cover is deemed to be a separate insurance, each being subject to the terms, definitions, exclusions and conditions contained in this policy.

## 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 semi precious stone articles, watches, furs, leather goods, cameras, camcorders, photographic, audio, video, (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, 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. Statutory cancellation rights

**You** may cancel this policy within 14 days of receipt of the policy documents (new business) or for annual policies the renewal date (the **Cancellation Period**) by writing to **Us** at the address shown at the top of **Your** policy wording during the **Cancellation Period**. Any premium already paid will be refunded to **You** providing **You** have not travelled and no claim has been made or is intended to be made and no incident likely to give rise to a claim has occurred.

#### Cancellation outside the statutory period

**You** may cancel this policy at any time after the **Cancellation Period** by writing to **Us** at the address shown at the top of **Your** policy wording. If **You** cancel after the **Cancellation Period** no premium refund will be made.

**We** reserve the right to cancel the policy by providing 21 days notice by registered post to **Your** last known address. No refund of premium will be made.

#### Non payment of premiums

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

### 4. Maximum age limit

In respect of single trip cover, cover is only available for **Insured Persons** who are up to and including age 74 years at the time the validation certificate is issued.

In respect of annual multi trip cover, cover is only available for **Insured Persons** who are up to and including age 65 years at the time the validation certificate is issued.

In respect of backpacker cover, cover is only available for **Insured Persons** who are up to and including age 39 years at the time the validation certificate is issued.

## 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:

AXA Assistance Claims Centre Services  
PO Box 54098  
London  
SW20 8UU  
Tel: +44 (0) 845 601 9140

#### Legal expenses only:

AXA Assistance Claims Centre Ltd  
Legal Department  
Windsor House  
Pepper Street  
Chester CH1 IDF  
Tel: + 44 (0) 845 601 9142

The notification must be made within 31 days or as soon as possible 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.

When contacting the claims department, please quote Ref: Climatesure Travel policy and have the following information to hand:

- Name of **Your** policy and where it was purchased
- Policy number
- Resort and country visited
- Value of claim
- Brief circumstances
- Travel dates
- Incident date

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

**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 post-mortem 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.

### 2. Subrogation

**We** are entitled to take over any rights in the defence or settlement of any claim and to take proceedings in **Your** name for **Our** benefit against any other party.

### 3. Fraud

**You** must not act in a fraudulent manner.

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

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

Then

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

### 4. Disclosure of Information

In the unfortunate event that **You** need to make a claim then **We** will need to disclose information to any other party involved in the claim. This may include:

- Third parties involved with the claim, their insurer, solicitor or representative.
- Medical teams, the police or other investigators.
- **Our** claims handlers or other agents involved in dealing with **Your** claim.

## IMPORTANT CONDITIONS RELATING TO HEALTH

Telephone: 0845 600 3076 or go to [www.climatesure.co.uk](http://www.climatesure.co.uk)

Medical Screening Lines Opening Hours:

Monday to Friday, 9am to 5.30pm

Ref: Climatesure Travel 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.

It is a condition of this policy that **You** will not be covered under section A – Cancellation or **Curtailed** 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:

- i) 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 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\* then this will be covered under the policy without the need to contact **Us**.

- ii) Any **Medical Condition** for which **You**, a **Close Relative** or a **Travelling Companion** have received a terminal prognosis.
- iii) Any **Medical Condition** for which **You**, a **Close Relative** or a **Travelling Companion** have not had a diagnosis.
- iv) Any **Medical Condition** for which **You**, a **Close Relative** or a **Travelling Companion** 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.
- v) 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:

- i) 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.
- ii) 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.
- 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.

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

Acid reflux

Acne

Attention Deficit

Hyperactivity Disorder (ADHD)

Allergy (requiring non prescriptive treatment only)

Broken bones

Cataracts

Colds or influenza

Dyspepsia

Eczema

Gout

Hayfever

Hypercholesterolaemia (high cholesterol)

Hysterectomy (provided carried out more than 6 months ago)

Irritable bowel Syndrome

Menopause

Migraine

Psoriasis

Tonsillitis

Underactive thyroid

Varicose Veins

**You** should also refer to the general exclusions on page 5.

## Hazardous Activities

For details of **Winter Sports** covered upon payment of the appropriate additional premium please refer to the **Winter Sports** definition on page 3. **Winter Sports** which cannot be covered can be found in general exclusion 5.

### 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 **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, 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 metres altitude), Hockey (amateur), Horse riding (up to 7 days), Jet boating, Jet ski-ing, Jogging,

Manual Work (Bar and restaurant, waitress, waiter, chalet maids, au pair/ nanny 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 – no racing) Netball (amateur), Non manual work (Including professional administrative or clerical duties only.)

Orienteering, Outwardbound pursuits, Paintballing, Parascending / Parasailing (over water), Pony trekking, Racquetball,

Rambling (under 2,000 metres altitude), River canoeing up to Grade 3, Roller skating, Roller blading, Rounders, Rowing, Running-sprint/ long distance (amateur)

Safari (UK organised), Sail boarding, Sailing within territorial waters, Scuba diving\* down to 30 metres if qualified and not diving alone or accompanied by a 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. Provided **You** are diving under the direction of an accredited dive marshal, instructor or guide. Alternatively, if qualified, within the guidelines of the relevant diving or training agency or organization and not diving alone: 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 under this policy if **You** travel by air within 24 hours of participating in scuba diving.

\*\* For the purposes of diving under Hazardous Activities Grade 1.

### HAZARDOUS ACTIVITIES – GRADE 2

**Your** validation certificate 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 (Grades 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 / Parasailing (over water, non **Incidental**), Rambling between 2000 metres and 4000 metres altitude, Trekking between 2000 metres and 4000 metres altitude, Safari (non-UK organised), Scuba Diving\* non **Incidental**/down to 50 metres if qualified and not diving alone or accompanied by a qualified instructor (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. Provided **You** are diving under the direction of an accredited dive marshal, instructor or guide. Alternatively, if qualified, within the guidelines of the relevant diving or training agency or organization and not diving alone: 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 under this policy if **You** travel by air within 24 hours of participating in scuba diving.

\*\* For the purposes of diving under Hazardous Activities Grade 2.

### HAZARDOUS ACTIVITIES – GRADE 3

**Your** validation certificate 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 over 50cc (with a full UK motorcycle licence and 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** validation certificate 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, Hang Gliding, High Diving under 5m (amateur, excluding cliff diving), Horse Jumping (no Polo, Hunting), Kite Surfing, Micro Lighting,

Parascending / Parasailing (over land, non **Incidental**), 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. The failure or fear of failure or inability of any equipment or any computer programme, whether or not **You** own it, to recognise or to interpret correctly or process any date as its true calendar date, or to continue to function correctly beyond that date.
5. **You** 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** validation certificate.  
However, even if **Winter Sports** cover is included **You** are still not covered for the following activities: Off piste skiing unless accompanied by a locally qualified guide, skiing against local authoritative warning or advice, ski stunting, free-style skiing, ice hockey, bobbing, tobogganing, heliskiing, ski acrobatics, ski flying, ski jumping, ski mountaineering, ski racing, snow scooting, snow biking, snow mobiling, snowcat skiing, snow carting or the use of bob sleighs, luges or skeletons.
6. **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 vehicles unless an applicable current **United Kingdom** driving licence is held permitting the use of such vehicles in the **United Kingdom** and the country visited and a crash helmet is worn, professional entertaining, professional sports, racing (other than on foot), motor rallies and motor competitions.
7. **Your** participation in or practice of any other sport or activity unless:
  - a) shown as covered without charge in the list on page 4
  - or
  - b) shown as operative in **Your** validation certificate.
8. **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).
9. **You** own unlawful action or any criminal proceedings against **You**.
10. Unless **We** provide cover under this insurance, any other loss, damage or additional expense following on from the event for which **You** are claiming. Examples of such loss, damage or additional expense would be the cost of replacing locks after losing keys, costs incurred in preparing a claim or loss of earnings following **Bodily Injury** or illness.
11. Operational duties of a member of the Armed Forces other than claims arising from authorised leave being cancelled due to operational reasons, as provided for under sub section 4 of Section A – Cancellation or **Curtailment** charges.
12. **You** 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.
13. Loss of enjoyment.

## EMERGENCY AND MEDICAL SERVICE

Contact the Emergency Assistance Service on  
+ 44 (0) 845 601 9139

Ref: Climatesure Travel Policy

In the event of **Your Bodily Injury** or Illness 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** **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 out-patient treatment, **You** should pay the hospital/clinic yourself and claim back medical expenses from **Us** on **Your** return **Home**. 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 Services 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 **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.

In the event of liability being accepted for a medical expense which has been reduced by the use of a European Health Insurance Card **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 Services 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. **Your Travelling Companion**
    - c. any person with whom **You** have arranged to reside temporarily
    - d. **Your Close Relative**
    - e. **Your Close Business Associate**.
  2. Compulsory quarantine, jury service attendance or being called as a witness at a Court of Law of **You** or **Your Travelling Companion**.
  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 **Your Travelling Companion**.
  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 AXA Assistance prior to any **Curtailment** of **Your Trip**.
2. **You** must obtain a medical certificate from a **Medical Practitioner** and prior approval of AXA Assistance to confirm the necessity to return **Home** prior to **Curtailment** of the **Trip** due to death, **Bodily Injury** or illness.
3. If **You** cancel the trip due to:
  - a) stress, anxiety, depression or any other mental or nervous disorder that **You** are suffering from **You** must provide a medical certificate from a consultant specialising in the relevant field; or
  - b) any other illness or **Bodily Injury**, **You** must provide a medical certificate from a **Medical Practitioner** stating that this necessarily and reasonably prevented **You** from travelling.
4. If **You** fail to notify the travel agent, tour operator or provider of transport/accommodation immediately when it is found necessary to cancel the **Trip** **Your** liability shall be restricted to the Cancellation charges that would have applied had failure not occurred.

### What is not covered

1. The **Excess** 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 4.
3. The cost of Airport Departure Duty where separately identified.

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 **Curtailed** of the **Trip**.
  - c) Normal pregnancy, without any accompanying **Bodily Injury**, illness, disease or complication. This section is designed to provide cover for unforeseen events, accidents, illnesses and diseases and normal childbirth would not constitute an unforeseen event.
5. Travel tickets paid for using any airline mileage reward scheme, for example Air Miles.
6. **Your** failure to obtain the required passport or visa.
7. Anything mentioned in the general exclusions on page 5.

## 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 **You** suffering unforeseen **Bodily Injury**, illness, disease 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, **Close Relative** or **Travelling Companion** 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. 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** as shown in the **Schedule of Benefits**.
2. Any claims arising directly or indirectly in respect of:
  - a) The costs of telephone calls other than calls to the Emergency Assistance Service notifying them of the problem for which **You** are able to provide a receipt or other evidence to show the cost of the call and the number telephoned.
  - 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 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.
  - k) Normal pregnancy, without any accompanying **Bodily Injury**, illness, disease or complication. This section is designed to provide cover for unforeseen events, accidents, illnesses and diseases and normal childbirth would not constitute an unforeseen event.
3. Anything mentioned in the general exclusions on page 5.

## Section C – Hospital Benefit

### What is covered

**We** will pay **You** up to 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

as a result of **Bodily Injury** or illness **You** sustain.

**We** will pay the amount as shown in the **Schedule of Benefits** 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. Anything mentioned in the general exclusions on page 5.

## Section D – Personal Accident

Special Definitions (which are shown in *Italics*)

*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 item under this section.
  - b) Under permanent total disablement until 24 continuous calendar months after the date **You** sustain **Bodily Injury**.
  - c) Under permanent total disablement if **You** are able or may be able to carry out any relevant employment or relevant occupation.

### What is not covered

1. Anything mentioned in the general exclusions on page 5.

## 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/Valuables**. 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/Valuables**).

The maximum **We** will pay for the following items is:

- a) For any **Single Item** 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 24 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.

#### 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/Valuables**.
2. If **Valuables** are lost, stolen or damaged while in a hotel safe or safety deposit box **You** must report to the hotel in writing, details of the loss, theft or damage and obtain written confirmation.
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.
5. **Our** liability for **Baggage** shall be further limited as follows:

#### Age of Item

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 Payment

#### What is not covered

1. The **Excess** 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, or for those vehicles without a separate boot, locked in the vehicle and covered from view and there is evidence of forced entry which is confirmed by a police report.
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, mobile telephones, computer equipment of any kind, personal digital assistants, TV sets, 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. 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.
9. 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.
10. Claims arising from damage caused by leakage of powder or liquid carried within personal effects or **Baggage/Valuables**.
11. Claims arising from loss or theft from **Your** accommodation unless there is evidence of forced entry which is confirmed by a police report.
12. Claims arising from **Baggage** left **Unattended** in a place to which the general public has access (e.g on a beach/around a swimming pool) or left in the custody of anyone other than the **Insured Person** or **Your Travelling Companion**.
13. Anything mentioned in the general exclusions on page 5.

## Section F – Personal Money

#### 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**.

The maximum **We** will pay for the following items is:

- a) For cash (bank notes, currency notes and coins) is as shown in the **Schedule of Benefits**.
- b) If **You** are under the age of 18, for cash (bank notes currency notes and coins) is as shown in the **Schedule of Benefits**.
- c) 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**. A holiday

representative report is not sufficient.

2. Receipts for items lost, stolen or damaged including foreign currency exchange receipts showing the amount must be retained as these will be required to substantiate **Your** claim.
3. If **Personal Money** is lost, stolen or damaged while deposited in a hotel safe or safety deposit box **You** must report to the hotel, in writing, details of the loss, theft or damage and obtain written confirmation.

#### What is not covered

1. The **Excess** 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 or 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 5.

## Section G – Personal liability

#### What is covered

**We** will pay **You** 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**, **Travelling Companion**, or member of **Your** household.
2. Loss of or damage to property that does not belong to and is neither in the charge of or under the control of **You**, **Your Travelling Companion**, 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** 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 5.

## 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 shown in the **Schedule of Benefits** for the first full 12 consecutive hours delay, followed by the subsequent amount shown in the **Schedule of Benefits** for each full 12 hours delay thereafter up to a maximum as shown in the **Schedule of Benefits**.

**You** may claim under only one of the following sections: 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** or the date **Your Trip** was booked whichever is the later.
  - 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 5.

## 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:

- 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 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 under only one of the following sections: 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** 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** or the date **Your Trip** was booked whichever is the later.
  - 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 5.

## 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 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 under only one of the following sections: 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.

### What is not covered

1. The **Excess** 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** or the date **Your Trip** was booked, whichever is the later
  - 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 5.

## Section K – Catastrophe cover

### What is covered

**We** will pay **You** 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. Claims where the hotel or tour company have made alternative arrangements.
2. Anything mentioned in the general exclusions on page 5.

## Section L – Hijack

### What is covered

**We** will pay **You** up to the amounts shown in the **Schedule of Benefits** for every complete period of 24 hours in the event of **Hijack** of the transport on which **You** are travelling.

### What is not covered

1. Any claim not substantiated by a written police report confirming the length and exact nature of the incident.
2. Anything mentioned in the general exclusions on page 5.

## Section M – Overseas legal expenses and assistance

### What is covered

**We** will pay **You** 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. Where there are two or more **Insured Person(s)** insured by this policy, then the maximum amount payable by **Us** shall not exceed double the amount shown in the **Schedule 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** consent.
4. **We** will decide the point at which **Your** legal case cannot usefully be pursued further. After that no further claims can be made against **Us**.
5. **We** may include a claim for **Our** legal costs and other related expenses.
6. **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 **Us**.
7. If **You** or **Your** appointed agents 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

1. The **Excess** as shown in the **Schedule of Benefits**.
2. Any claim where in **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 **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).
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 **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. Anything mentioned in the general exclusions on page 5.

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

**(only operative if indicated in the validation certificate)**

**Cover in respect of sections N, O, P, Q, and R only operates:**

1. Under single trip policies if the appropriate **Winter Sports** extension has been chosen and the appropriate additional premium has been paid and is shown on the validation certificate.
2. Under annual multi trip policies for a period not exceeding 17 days in total in each **Period of Insurance**, if the appropriate **Winter Sports** extension has been chosen and the appropriate additional premium has been paid and is shown on the validation certificate.

## Section N – Ski Equipment

**What is covered**

**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**).

The maximum **We** will pay for the following items is:

- a) For any **Single Item** as shown in the **Schedule of Benefits**.
- b) for owned **Ski Equipment** as shown in the **Schedule of Benefits**.
- c) for hired **Ski Equipment** as shown in the **Schedule of Benefits**.

**Our** liability for **Ski Equipment** hired by **You** shall be further limited to **Your** liability for such loss or damage.

**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 retailer.
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) **You** must 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.
5. **Our** liability for **Ski Equipment** owned by the **Insured Person** shall be further limited as follows:

**Age of Item**

- 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 payment

**What is not covered**

1. The **Excess** 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, or for those vehicles without a separate boot or lockable ski rack, locked in the vehicle and covered from view and evidence of forcible and violent entry to the vehicle is confirmed by a police report.
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. Loss theft of or damage to **Ski Equipment** over 5 years old.
6. Claims arising from **Ski Equipment** left **Unattended** in a place to which the general public has access (e.g on the slopes/outside a restaurant) or left in the custody of anyone other than an **Insured Person** or **Your Travelling Companion**.
7. Claims arising from damage caused by leakage of powder or liquid carried within personal effects or **Ski equipment**.
8. Claims arising from loss or theft from **Your** accommodation unless there is evidence of forced entry which is confirmed by a police report.
9. Claims arising from loss or theft or damage of **Ski Equipment** carried on vehicle roof rack unless secured by a lockable ski rack.
10. Anything mentioned in the general exclusions on page 5.

## Section O – Ski Equipment Hire

**What is covered**

**We** will pay **You** up to the amount as shown in the **Schedule of Benefits** for each 24 hour period, for the cost of necessary hire of **Ski Equipment** following:

- a) loss or breakage of **Your Ski Equipment**; or
- b) the misdirection or delay in transit for at least 12 hours of **Your 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 Ski Equipment**.
2. For items damaged whilst on **Your Trip You** must obtain an official report from an appropriate retailer.
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 be required to 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 or lockable ski rack, locked in the vehicle and covered from view and evidence of forcible and violent entry to the vehicle is confirmed by a police report.
2. Loss or damage due to delay, confiscation or detention by customs or other authority.
3. 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.
4. Claims arising from loss or theft or damage of **Ski Equipment** carried on vehicle roof rack unless secured by a lockable ski rack.
5. Claims arising from damage caused by leakage of powder or liquid carried within personal effects or **Ski Equipment**.
6. Claims arising from **Ski Equipment** left **Unattended** in a place to which the general public has access (e.g on the slopes/outside a restaurant) or left in the custody of anyone other than an **Insured Person** or **Your Travelling Companion**.
7. Anything mentioned in the general exclusions on page 5.

## Section P – Ski pack

**What is covered**

**We** will pay **You** up to the amount as shown in the **Schedule of Benefits**

- a) for the unused portion of **Your** ski pack (ski school fees, lift passes and hired **Ski Equipment**) following **Your Bodily Injury** or illness.
- b) the unused portion of **Your** lift pass if lost.

**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.
2. **You** must report to an appropriate authority within 24 hours of discovery and obtain a written report of the loss or theft of **Your** ski pass.

**What is not covered**

1. Anything mentioned in the general exclusions on page 5.

## 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 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 published ski season for **Your** resort.  
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 5.

## 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 only claim under one of the following sections; Section H – Delayed departure or Section R – Avalanche closure.

### 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 5.

## Complaints procedure

### Making Yourself heard

If You have cause for complaint, it is important that You know that 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:

- to be sure You are talking to the right person, and;
- 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.

So We begin by establishing Your first point of contact:

### 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 Tel: 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 – 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:

Head of Customer Care, AXA Insurance, 7th Floor, Civic Drive, Ipswich IP1 2AN. Tel: 01473 205926, Fax: 01473 205101, Email: [customer care@axa-insurance.co.uk](mailto:customer care@axa-insurance.co.uk)

### Step Three — 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). The FOS is an independent body that arbitrate on complaints about general insurance products. It will only consider complaints after We have provided You with written confirmation that Our internal complaints procedure has been exhausted.

The Ombudsman can be contacted at:

Insurance Division, Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR

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

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 FOS will not affect Your right to take legal action against Us.

### Our promise to You:

- Acknowledge written complaints promptly.
  - Investigate quickly and thoroughly.
  - Keep You informed of progress.
  - Do everything possible to resolve Your complaint.
  - Learn from Our mistakes.
  - Use information from complaints to continuously improve Our service.
- To help Us improve Our service We may record or monitor telephone calls.





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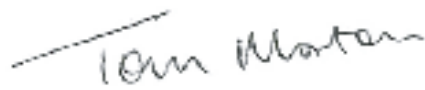
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Your decision to choose Climatesure means we are now offsetting the CO2 from your travel arrangements, estimated on air travel to the insured destination. This is through Climate Care. To find out more about how the offsetting process works, visit

**[www.climatesure.co.uk](http://www.climatesure.co.uk)**

A handwritten signature in black ink, appearing to read "Phil Denman".

**Phil Denman**  
**Director, Climatesure**

A handwritten signature in black ink, appearing to read "Tom Morton".

**Tom Morton**  
**Director, Climate Care**