

## Single Trip & Annual Multi-trip Travel Insurance Policy 2009 / 2010 Contract / Scheme Reference No: CT0910/UK

For policies issued from 1st March 2009

### Important Notice Clear to Travel Insurance

#### Underwritten by:

Clear to Travel Insurance is arranged by Blue Insurances Limited through P J Hayman & Company Limited with UK Underwriting Limited on behalf of: AXA Insurance UK plc, Registered in England No.78950. Registered Office: 5 Old Broad Street, London, EC2N 1AD.

clear to travel.com/Clear to Travel is a trading name of Blue Insurances Limited, regulated by the Irish Financial Regulator and is EEA authorised to provide insurance services in the United Kingdom by the Financial Service Authority (UK).

P J Hayman & Company Limited, UK Underwriting Limited, and AXA Insurance UK plc are 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 +44 (0)845 606 1234.

#### Governing Law

This Policy shall be governed by and construed in accordance with the Law of England and Wales unless the Policyholder's habitual residence (in the case of an individual) or central administration and/or place of establishment is located in Scotland in which case the law of Scotland shall apply.

#### Cover

We will, subject to the terms of the policy and confirmation of proof of payment of the appropriate insurance premium, pay the benefit described in respect of events occurring during the Period of Insurance. This Policy gives full details of the cover, limits and exclusions applicable to the insurance. It should be read in conjunction with the Policy Schedule that states the persons covered and the basis of cover. Together these documents form a Contract of Insurance.

#### Cancellation

Please read the policy carefully. If the Insurance does not meet Your requirements please return it within 14 days of the date of issue but before departure date. Provided no claim has been made Your premium will be refunded in full. Thereafter You may cancel the policy at anytime, however no refund of premium is payable.

You can contact us via the following email address:

**[customerservices@clear to travel.com](mailto:customerservices@clear to travel.com)**.

Please ensure You quote the full contact address, names & the policy numbers of those passengers who wish to cancel within Your written request.

The Insurer shall not be bound to accept renewal of any Insurance and may at any time cancel any insurance document by sending 14 days notice to the Insured at his last known address. Provided the premium has been paid in full the Insured shall be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the Insurance.

**PLEASE MAKE SURE YOU READ YOUR POLICY CAREFULLY**

### Important Contact Numbers

#### Clear to Travel - Customer Service & Sales

Telephone: 0871 231 3220

Fax: 0239 241 9049

#### Free Spirit Emergency Assistance Service

Telephone: +44 (0) 845 260 1575

#### Clear to Travel - Claims Service

Telephone: +44 (0) 845 260 1525

Fax: +44 (0) 239 241 9049

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Insurance Policy 2009/10

# Summary of Cover

The following is only a summary of the main cover limits. You should read the rest of this policy for the full terms and conditions.

Section	Cover	Limit (per person)	Standard Policy Excess (per person)
1.	<b>Cancellation or Curtailment charges</b>	<b>£1,000*</b>	<b>£75</b>
2.	<b>Emergency medical and other expenses</b> - emergency dental treatment limit - funeral expenses abroad	<b>£5,000,000</b> (£200) £3,500	<b>£75</b>
3.	<b>Hospital benefit</b>	<b>£1,000 (£25 each 24 hours)</b>	<b>Nil</b>
4.	<b>Personal accident</b> A) Death benefit  B) Loss of limb(s)/eye(s)  C) Permanent total disablement	<b>£20,000</b> (limited to: <b>£3,500</b> if aged 15 years or under <b>£5,000</b> if aged 70 years or over)  <b>£20,000</b> (limited to <b>£5,000</b> if aged 70 years or over)  <b>£20,000</b> (no cover - if aged 70 years or over)	<b>Nil</b>  <b>Nil</b>  <b>Nil</b>
5.	<b>Baggage &amp; passport</b> - Single article, pair or set limit - Overall limit for valuable items <b>Baggage delay (over 12 hours)</b> <b>Travel expenses to obtain a replacement passport</b> <b>Loss or damage to Medical Aids</b> <b>Loss or damage to prescribed medications</b>	<b>£2,000</b> (£300) (£500) <b>£150</b> <b>£200</b> <b>£2,000</b> <b>£500</b>	<b>£50</b>  <b>Nil</b> <b>Nil</b> <b>£50</b> <b>£20</b>
6.	<b>Personal Money and documents</b> - Cash limit	<b>£1,000</b> (£250)	<b>£50</b>
7.	<b>Personal liability</b>	<b>£2,000,000</b>	<b>Nil</b> (Damage to Trip accommodation- <b>£100</b> )
8.	<b>Delayed departure</b> (each 12 hours) Or <b>Trip cancellation</b> (after 12 hours delay)	<b>£30</b> (up to <b>£120</b> maximum)  <b>£1,000*</b>	<b>Nil</b>  <b>£50</b>
9.	<b>Missed departure / missed connection</b>	<b>£1,000</b>	<b>Nil</b>
10.	<b>Legal expenses</b>	<b>£25,000</b>	<b>Nil</b>
<b>Winter Sports extension - only available on payment of the appropriate additional premium</b>			
11.	<b>Winter Sports</b> Ski Equipment (own) - Single items, pairs or sets limit - Ski equipment (hired) limit Delayed Ski Equipment Ski Pack (loss of) Piste closure Avalanche / weather delay	<b>£500</b> (£300) (£150) <b>£200</b> <b>£300</b> <b>£300 (£30 per day)</b> <b>£200</b>	<b>£50</b>  <b>Nil</b> <b>Nil</b> <b>Nil</b> <b>Nil</b>

\*Cancellation Top-up cover is available up to an additional **£4,000** per person (maximum cover, in total per policy **£10,000**).

## Important Information

**Thank You for taking out Clear to Travel travel insurance with Us.**

**This document 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 Policy Schedule which must be attached to the policy.**

**It is very important that You read the whole of this policy before You travel and make sure You understand exactly what is and is not covered and what to do if You need to claim. If You have any queries, please contact Clear to Travel on:- 0871 231 3220.**

### How Your Policy works

Your Policy and Policy Schedule is a contract between You and Us. We will pay for any claim You make which is covered by this Policy and happens during the Period of Insurance. Unless specifically mentioned the benefits and exclusions within each section, apply to each Insured Person. Your Policy does not cover all possible events and expenses. Certain words have a special meaning as shown under the heading 'Definition of words'. These words start with a capital letter throughout the Policy document.

### Data protection

Information about Your Policy may be shared between

P J Hayman & Company Limited and UK Underwriting Limited on behalf of AXA Insurance UK plc for underwriting purposes.

You should understand that the sensitive health and other information You provide will be used by Us, Our representatives, the Insurer, other insurers and industry governing bodies and regulators to process Your insurance, handle claims and prevent fraud. This may involve transferring information to other countries (some of which may have limited or no data protection laws). We have taken steps to ensure Your information is held securely. Your information will not be shared with third parties for marketing purposes. You have the right to access Your personal records.

### Eligibility

This policy is only available to You if You are permanently resident in the United Kingdom and registered with a Medical Practitioner in the United Kingdom.

### Extension of cover

In the event of Your death, injury or illness or that of anyone travelling with You or because of delay or interruption of Public Transport Services You are unable to complete the Trip before the expiry of this Policy, the cover will be automatically extended without additional premium for the additional days necessary for You to complete the Trip up to a maximum of 60 days.

### Period of Insurance

**Single-Trip** - cancellation cover is effective from the date shown on the Policy Schedule and terminates on commencement of the planned Trip.

**Annual Multi-trip** - cancellation cover is effective immediately a Trip is booked or from the policy start date shown on the Policy Schedule (whichever is the latest), and terminates on the commencement of each Trip, or on the expiry of the policy (whichever is the earlier).

**All** - all other covers commence when You leave Your place of residence or business (whichever is the later), to commence the Trip until the time of return to Your place of residence or business (whichever is earlier) on completion of the Trip. Cover will not commence more than 24 hours prior to booked departure time or cease more than 24 hours after booked return Home.

### Policy Excess

Under some sections of the Policy an Excess will apply. This means that You will be responsible for paying the first part of the claim for each incident giving rise to a separate claim. The amount You have to pay is the Excess.

(Note: Higher Excesses may apply as a result of Your contact with the Medical Screening Service. Full details of any increased Excess amounts will be shown on Your Policy Schedule).

### Renewal of Your Policy

If You have Annual Multi-trip cover We will advise You, prior to the expiry of the Period of Insurance shown in Your Policy Schedule, that renewal is due. You will be invited to contact the Medical Screening Line: **0871 231 3220** to ascertain a) whether renewal terms are available, b) the premium required and c) what, if any, terms will apply.

### Telling Us about relevant facts

If Your health changes after the start date of Your policy and before the commencement date of Your Trip You must tell Us. If You are not sure whether something is relevant, You must tell Us anyway.

You should keep a record of any extra information You give Us. If You do not tell Us about something that may be relevant, Your cover may be refused and We may not cover any related claims.

## Single Trip Notes

In the event of early return (including Curtailment), the policy shall become void on Your arrival Home.

No cover is available for one-way Trips.

## Annual Multi-trip Notes

You may take any number of Trips during the Period of Insurance (shown on the Policy Schedule) but the maximum length of any one Trip must not exceed 31 days.

All children (under the age of 18 at the time of taking out this insurance) must travel with an insured adult.

Any Trip solely within the United Kingdom is only covered where You have pre - booked at least two nights accommodation.

Each Trip under Annual Multi-trip is deemed to be a separate insurance, each being subject to the terms, definitions, exclusions and conditions contained in this policy.

## Geographical Areas

You will not be covered if You travel outside the area You have chosen, as shown on Your Policy Schedule.

Area 1 - **United Kingdom** - including the Channel Islands.

Area 2 - **Europe** - (other than Area 3 countries as listed below) including: Austria, Azores, Belgium, Bulgaria, Corsica, Croatia, Czech Republic, Denmark, Finland, France, Germany, Gibraltar, Hungary, Iceland, Italy, Liechtenstein, Luxembourg, Madeira, Malta, Monaco, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, Russia (west of the Ural mountains), San Marino, Sicily, Slovak Republic, Slovenia, Sweden.

Area 3 - **Europe** - remaining countries west of the Ural mountains and Andorra, Balearics, Canary Islands, Cyprus, Greece, Morocco, Spain, Switzerland, Tunisia, Turkey.

Area 4 - **Australia & New Zealand**  
(including up to 48 hours stopover in Area 5 and Area 6).

Area 5 - **Worldwide** - (including Egypt and Israel) other than Area 6 countries.

Area 6 - **Worldwide** - including Canada, Caribbean, China, Hong Kong, USA.

## Important Conditions Relating to your 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.

Unless You have been given Our agreement You will not be covered under Section 1 - Cancellation or Curtailment charges, Section 2 - Emergency medical and other expenses, Section 3 - Hospital benefit and Section 4 - Personal accident.

- It is a condition of this policy that no Trip will be covered if:
  - at the time of taking out this policy, or in the case of Annual Multi-trip, at the time of booking each Trip:
    - You have a Pre-existing Medical Condition unless You have consulted Us by either telephoning Our Medical Screening Service on **0871 231 3220**, or by using the self assessment system on the web-site **www.cleartravel.com** and We have agreed to provide cover;
    - You have received a terminal prognosis unless declared to Our Medical Screening Service and accepted by Us;
    - 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 unless declared to Our Medical Screening Service and accepted by Us;
    - You are aware of any circumstances that could reasonably be expected to give rise to a claim on this policy.
  - at any time:
    - You are travelling against the advice of a Medical Practitioner or would be travelling against the advice of a Medical Practitioner had You sought his/her advice;
    - 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;
    - You are suffering from stress, anxiety, depression or any other mental or nervous disorder unless it has been investigated and diagnosed as such by a consultant specialising in the relevant field and it has been declared to Our Medical Screening Service and accepted by Us;
- If Your health changes after the start date of Your policy and before the commencement date of Your Trip You must telephone Our customer helpline on 0871 231 3220 to make sure Your cover is not affected.**

You should also refer to the General Exclusions on page 7.

## Definition of Words

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 will start with a capital letter.

### You/Your/Insured Person

All person(s) within the age limit, the names of whom are provided to Clear to Travel at the time of premium payment, being resident in the UK and registered with a Medical Practitioner in the UK. Each person is separately insured, with the exception of Children/Grandchildren unless travelling with an insured adult.

### We/Us/Our

UK Underwriting Limited on behalf of: AXA Insurance UK plc.

### Acceptable Activities

Any sport or leisure activity listed below and then only when participating on an amateur basis:

archery, badminton, ballooning (if organised in the UK prior to departure), baseball, basketball, beach games, BMX racing, bowls, bungee jumping, canoeing, catamaran sailing, clay pigeon shooting, cricket, cycling, deep sea fishing, dinghy sailing, fell walking, fencing, fishing, football, go-karting, golf, grass skiing, gymnastics, hockey, horse riding (up to 7 days), ice skating, jet boating, jet skiing, jogging, marathon running, motor cycling and quad biking (up to 125 c.c.), kayaking, lacrosse, netball, orienteering, outward-bound pursuits, paintballing, paragliding, parasailing (over water), pony trekking, racquetball, rambling, river canoeing, roller skating, roller blading, rounders, rowing, running, safari (organised in the UK prior to departure), sail boarding, sailing (in coastal waters), sand boarding, scuba diving (maximum depth 30 metres), skateboarding, snorkelling, squash, surfing (under 14 days), swimming (leisure), tennis, track events, trekking/hiking (under 2,000 metres altitude), volley ball, water polo, water skiing, white water rafting (grades 1-4), windsurfing, yachting (in coastal waters) and if the appropriate additional premium paid, Winter Sports (as defined).

### Accident, accidental

A sudden, unexpected, unusual, specific, violent, external event, which occurs at a single identifiable time and place and independently of all other causes, resulting directly, immediately and solely in physical bodily injury which results in a loss.

### Baggage

Luggage, clothing, personal effects, Valuables, Medical Aids and other articles which belong to You (or for which You are legally responsible) worn, used or carried by You during any Trip.

### Bodily Injury

An identifiable physical injury sustained by You due to a sudden, unexpected and specific event. Injury as a result of Your unavoidable exposure to the elements shall be deemed to have been caused by Bodily Injury.

### Carer

The person travelling in Your party who is competent to provide care for You where You are not able to care for Yourself.

### Children/Grandchildren

Persons aged up to and including 18 years of age.

### Claims Procedure

Instructions shown in this policy that You must follow in the event of a claim.

### Close Business Associate

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

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, aunt, uncle, cousin, nephew, niece, legal guardian, partner or fiancé(e).

### Consequential Loss

Any other loss, damage or additional expenses following on from the event for which you are claiming is not covered under this insurance. 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.

### Curtailment / Curtail

Abandonment of the Trip, either by return to Your Home or to attend a hospital abroad as an in-patient.

### Departure Point

The airport, international rail terminal or seaport where Your journey to Your destination begins and where the final part of Your journey back to the UK begins.

### Family

Parents or grandparents (up to a maximum of two adults) and their Children or Grandchildren. Cover for families shall apply where the appropriate premium has been paid and where the Family members travel together. Adults insured on an annual multi-trip policy are entitled to travel independently of each other. Cover for Children will only be provided if travelling with an insured adult and all travellers are named on the policy schedule.

### General Exclusions

Circumstance which are not covered by this Policy (see page 7).

### Hazardous Activity

Your participation in any activity not listed under the Acceptable Activities definition unless declared to and accepted by Us.

### Home

Your normal place of residence in the United Kingdom.

### Loss of Limb

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

Total and irrecoverable loss of sight of one or both eyes.

### Material Fact

Any fact which is known to You, which is likely to influence Us in the acceptance or assessment of this insurance.

### Medical Aids

Wheelchairs, walking frames and sticks, Medical Aids, supplies and equipment designed to provide the mobility and care for the disabled and any other articles of such equipment specified in the Policy Schedule all belonging to You (or for which You are legally responsible).

### Medical Condition

Any disease, illness or injury.

### Medical Practitioner

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

### Pair or Set

A number of items of personal possessions that belong together or can be used together.

### Permanent Total Disablement

Total disablement from engaging in or attending to any occupation whatsoever for at least 12 months from the date of injury, and at the end of that time being beyond hope of improvement.

### Personal Money

Bank notes currency notes and coins in current use, travellers' and other cheques, postal or money orders, pre-paid coupons or vouchers, travel tickets, event and entertainment tickets, phonecards and credit/debit or charge cards all held for private purposes.

## Policy Schedule

This is proof of insurance and is part of the Policy. It will show details of You, the Period of Insurance and the cover You have opted for.

### Pre-existing Medical Condition

- Any respiratory condition (relating to the lungs or breathing); any heart, circulatory, kidney, liver or cerebral condition; any stroke or central nervous system disorder; for which You have ever received treatment.
- Any cancer for which You have received any diagnosis or treatment within the last 5 years.
- Any Medical Condition for which You have received surgery, in-patient treatment or investigations in a hospital or clinic within the last 2 years.

### Public Transport

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

### Redundancy

Loss of permanent paid employment (except voluntary Redundancy), after a continuous working period of two years if You are aged 18 and over or 65 and under.

### Ski Equipment

Skis, snowboards, ski boots, ski bindings, ski sticks or ice skates.

### Ski Pack

Lift passes, Ski Equipment hire and ski school fees for which You have paid and which are not recoverable.

### Terrorism

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.

### Travel Documents

Driving licence, passport, travel tickets, travel passes, ski passes all of which are owned by You.

### Trip

A holiday or journey that takes place during the Period of Insurance and which begins when You leave Home and ends on Your return Home or, in the case of repatriation on medical grounds to a hospital or nursing home in the United Kingdom.

### Unattended

Away from Your person which You are unable to see and/or get hold of.

### United Kingdom / UK

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

### Valuables

Antiques, audio equipment and ancillary items, binoculars, communication equipment, audio and audio visual equipment and accessories, mobile telephones and ancillary items, computer equipment/games machines/organisers and ancillary items, furs, jewellery (including items containing gold/silver and/or precious/semiprecious stones), photographic equipment and ancillary items, telescopes, watches.

### Winter Sports

The following activities are covered if Winter Sports cover is shown on Your Policy Schedule and the appropriate additional premium has been paid: Skiing in recognised areas (including off-piste provided You are not skiing against local recommendations or where avalanche warnings have been given), cross country skiing, ice skating, mono-skiing, sledging, snow boarding and tobogganing.

There is no cover for the following activities:

Off-piste skiing without a guide, skiing against local authoritative recommendations, warnings or advice, ski stunting, free-style skiing, Nordic skiing, bob sleigh, ice hockey, bobbing, 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.

## Section 1 - Cancellation or Curtailment Charges

### Overall limit (per person):

**£1,000\***

\*(or amount shown on Policy Schedule if Top-up cover purchased)

### What You are covered for

We will pay up to the amount shown above in respect of unused travel and accommodation costs (including excursions up to **£250**) which You have paid or are contracted to pay and which You cannot recover from any other source if Your Trip is necessarily and unavoidably cancelled or Curtailed as a result of any of the following events occurring:

- The death, Bodily Injury or illness of:
  - You
  - any person with whom You are travelling or have arranged to travel
  - any person with whom You have arranged to reside temporarily
  - any Close Relative residing in the United Kingdom
  - a Close Business Associate.
- Compulsory quarantine or jury service attendance solely as a witness at a Court of Law of You or persons with whom You are travelling or had arranged to travel with.
- 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 had arranged to travel with.
- The withdrawal of leave for members of the Armed Forces, Police, Fire, Nursing or Ambulance Services or employees of a Government Department, provided that such cancellation or Curtailment could not reasonably have been expected at the time of applying for insurance.
- 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

- You must obtain a medical certificate from a Medical Practitioner and prior approval of Our Emergency Medical Assistance Service to confirm the necessity to return Home prior to Curtailment of the Trip due to death, Bodily Injury or illness.

- 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.
- 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 You are not covered for

- The first **£75** of each and every claim per incident per Insured Person. (Higher Excesses may apply as a result of Your Medical Screening).
- Cancellation charges in excess of those shown in the booking conditions of the travel or accommodation provider or surcharges levied increasing basic brochure prices.
- Circumstances that could reasonably have been anticipated at the time the Trip was booked or when You purchased this insurance.
- Your financial circumstances (other than as a result of Redundancy for which You qualify for payments under current legislation) or Your disinclination to travel, for whatever cause.
- Curtailment claims where Our Emergency Medical Assistance Service has not been contacted and authorisation obtained.
- Government regulation or restriction.
- Your loss of enjoyment of the Trip, however caused.
- The omission or default of the provider of transport or accommodation or of an agent through whom the travel arrangements were made.
- Failure to obtain the necessary passport, visa or permit required for Your journey.
- Curtailment claims are limited to the lost proportion (each complete night) of Your accommodation costs, which You have not used following Curtailment of Your Trip for the reasons as stated above.
- Curtailment claims due to Your participation in Winter Sports (unless this cover is shown on Your Policy Schedule and the additional premium has been paid).
- Your travel expenses for You to return to the UK, if You do not already possess pre-paid return travel tickets.
- Anything in the General Exclusions (page 7) or anything shown as not covered in the 'Important Conditions Relating to Your Health' (on page 3).

## Section 2 - Emergency Medical and Other Expenses

### Overall limit (per person):

**£5,000,000**

### What You are covered for

If You become unexpectedly ill or are injured outside Your Home country, We will pay up to the amount shown above in respect of:

- reasonable and necessary emergency medical treatment expenses, ambulance charges and similar costs, hospital fees and emergency dental treatment costs (up to **£200** for the immediate relief of pain only), additional accommodation (room only) and repatriation expenses necessarily incurred and payable until such time as, when in the opinion of the Doctor in attendance and Our medical advisers, You are fit to travel;
- necessary travel and accommodation (room only) expenses of one relative or friend, or a qualified nurse who in the opinion of the doctor in attendance and Our medical advisers is needed to accompany You, because of Your disability;
- additional return Home expenses necessarily incurred by You resulting from the death, sudden illness or injury of Your spouse or other Close Relative not travelling with You;
- the transfer of Your body or ashes in the event of death, to Your Home (but excluding funeral and interment expenses), or alternatively, to pay up to **£3,500** towards the cost of burial or cremation expenses in the country where death occurs;
- Reasonable additional costs of providing an alternative Carer for You during the remainder of Your Trip where Your Carer is an Insured Person and is unable to care for You due to them suffering Bodily Injury or illness and/or compulsory quarantine and no other person with whom You are travelling or a Close Relative is already present and able or competent to become Your Carer.

### Special conditions relating to claims

- You must give notice as soon as possible to Our Emergency Medical 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.
- 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 Our Emergency Medical Assistance Service You can be moved safely and / or travel safely to the United Kingdom to continue treatment.
- We may instruct You to return Home if Our medical advisors and the doctors treating You decide that You can safely return Home. If You refuse to be repatriated all cover under the policy will cease.

### What You are not covered for

- The first **£75** of each and every claim per incident per Insured Person. (Higher Excesses may apply as a result of Your Medical Screening).
- In-patient treatment which has not been notified to and agreed by Us or Our Emergency Assistance provider.
- Outpatient treatment and additional related expenses over **£300** unless they have been agreed by Us or Our Emergency Assistance provider.
- Replenishing supplies of any medication You were using at the start of Your Trip.
- Any expenses incurred within the United Kingdom.
- Any form of cosmetic surgery and/or treatment which in the opinion of a Medical Practitioner could reasonably be delayed until Your return Home.
- expenses incurred more than 12 months after the commencement date of the injury or illness.
- Charges for private room accommodation.
- Treatment or services provided by a convalescent or nursing home or any rehabilitation centre.
- Expenses incurred for in-patient treatment or private treatment not specifically authorised by Us or Our Emergency Assistance provider.
- Ongoing treatment in existence at the time of travel which has not been agreed by Us in writing.

## Section 5 - Baggage and Passport

<b>Overall limit (per person):</b>	<b>£2,000</b>
Single items, Pair or Set limit	£300
Valuables limit	£500
<b>Baggage delay (over 12 hours)</b>	<b>£150</b>
<b>Loss of passport</b>	<b>£200</b>
<b>Loss of Medical Aids</b>	<b>£2,000</b>
<b>Loss of Prescribed Medications</b>	<b>£500</b>

### What You are covered for

- We will pay up to **£2,000** 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).  
The maximum We will pay for the following items is:
  - for any one article, Pair or Set of articles **£300** (for example a set of golf clubs);
  - the total for all Valuables **£500**.
- We will also pay up to the amounts shown below:
  - £150** for the emergency replacement of clothing, medication, Medical Aids and toiletries if the Baggage is temporarily lost in transit during the outward journey and not returned to Us 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.
  - £200** for reasonable additional travel and accommodation expenses incurred necessarily abroad to obtain a replacement of Your lost or stolen passport;
  - £2,000** for the accidental loss of, theft of or damage to Medical Aids. 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 Medical Aids);
  - £500** for the accidental loss of, theft of or damage to Your prescribed medications.

### Special conditions relating to claims

- 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.
- 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:
  - obtain a Property Irregularity Report from the airline;
  - give formal written notice of the claim to the airline within the time limit contained in their conditions of carriage (please retain a copy);
  - retain all travel tickets and tags for submission if a claim is to be made under this policy.
- Receipts for items lost, stolen or damaged must be retained as these will help You to substantiate Your claim.

### What You are not covered for

- The first **£50 (£20** in respect of prescribed medications) of each and every claim per incident (other than baggage delay and loss of passport claims) for each Insured Person.
- 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, safety deposit box or left in Your locked accommodation.
- Loss, theft of or damage to Baggage contained in an Unattended vehicle:
  - overnight between 9 p.m. and 9 a.m. (local time) or
  - at any time between 9 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.
- Loss or damage due to delay, confiscation or detention by customs or other authority.
- Loss, theft of or damage to unset precious stones, contact or corneal lenses, hearing aids, dental or medical fittings, antiques, musical instruments, satellite navigation equipment, deeds, manuscripts, securities, perishable goods, bicycles, Winter Sports equipment and damage to suitcases (unless the suitcases are entirely unusable as a result of one single incidence of damage).
- Breakage or damage to:
  - fragile articles, paintings, works of art, sculptures, musical instruments, household goods;
  - audio, video, computer, television and telecommunications equipment, mobile phones unless the breakage or damage is caused by fire, theft or in an accident to the vehicle in which they are being carried.
- Loss or damage due to breakage of sports equipment or damage to sports clothing whilst in use.
- 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.
- 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.
- Perishable goods, bottles, cartons and any damage caused by them or their contents.
- Property more specifically insured elsewhere.
- Loss or damage due to leakage of powder or liquid carried within Your baggage
- Your failure to exercise reasonable care for the safety of Your property as if uninsured.
- Anything mentioned in the General Exclusions on page 7.

## Section 6 - Personal Money and Documents

<b>Overall limit (per person):</b>	<b>£1,000</b>
Cash limit:	£250

### What You are covered for

We will pay up to the amount shown above in respect of the accidental loss of, theft of or damage to Personal Money and Travel Documents. Cover commences up to 72 hours before Your Trip in respect of foreign currency only.

- The cost of any elective treatment or surgery including exploratory tests, which are not directly related to the injury or illness which needed Your admittance into hospital.
- Any expenses or costs after the date that the treating doctor together with Our Emergency Assistance provider have deemed that You are fit to travel.
- Any expenses incurred as a result of a tropical disease where You have not taken the recommended inoculations.
- Your participation in Winter Sports unless this cover is shown on Your Policy Schedule and the additional premium has been paid.
- Any medical costs or expenses, if You are in Australia and You have not enrolled with Medicare.
- Anything in the General Exclusions (page 7) or anything shown as not covered in the 'Important Conditions Relating to Your Health' (on page 3).

## Section 3 - Hospital Benefit

<b>Overall limit (per person):</b>	<b>£25</b> each complete 24 hours (up to <b>£1,000</b> maximum)
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### What You are covered for

We will pay up to the amount shown above in the event of You being admitted to hospital abroad as an in-patient due to Accidental Bodily Injury or illness sustained abroad during the period of Your Trip. We will pay the amount above in addition to any amount payable under Section 2 - Emergency Medical and Other Expenses.

### Special conditions relating to claims

- You must give notice as soon as possible to Our Emergency Medical Assistance Service or Us of any Bodily Injury or illness which necessitates Your admittance to hospital as an in-patient.
- 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 Our Emergency Medical Assistance Service You can be moved safely and / or travel safely to the United Kingdom to continue treatment.

### What You are not covered for

- Any claims arising directly or indirectly from:
  - 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.
  - Hospitalisation relating to any form of treatment or surgery which in the opinion of the Medical Practitioner in attendance and Our Emergency Medical Assistance Service can be delayed reasonably until Your return to the United Kingdom.
  - Treatment or services provided by a convalescent or nursing home or any rehabilitation centre.
  - Hospitalisation as a result of a tropical disease where You have not had the recommended inoculations and/or taken the recommended medication.
  - Any additional period of hospitalisation following Your decision not to be repatriated after the date when in the opinion of Our Emergency Medical Assistance Service it is safe to do so.
- Anything mentioned in the Important Conditions Relating To Your Health on page 3 and the General Exclusions on on page 7.

## Section 4 - Personal Accident

BENEFIT (per person)	15 years and under	16 to 69 years	70 years and over
<b>1. Death</b>	<b>£3,500</b>	<b>£20,000</b>	<b>£5,000</b>
<b>2. Loss of Limb(s)/Sight</b>	<b>£20,000</b>	<b>£20,000</b>	<b>£5,000</b>
<b>3. Permanent Total Disablement</b>	<b>£20,000</b>	<b>£20,000</b>	not covered

### What You are covered for

We will pay one of the benefits shown above if You sustain Bodily Injury which shall solely and independently of any other cause, result within one year in Your death, Loss of Limb, Loss of Sight or Permanent Total Disablement.

### Special conditions relating to claims

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

### Provisions

- Benefit is not payable to You:
  - under more than one of items 1, 2 or 3;
  - under item 3 until one year after the date You sustain Bodily Injury;
  - under item 3 if You are able or may be able to carry out any gainful employment or gainful occupation.

### What You are not covered for

- Your participation in Winter Sports unless this cover is shown on Your Policy Schedule and the additional premium has been paid.
- The contracting of any Medical Condition.
- The injection or ingestion of any substance.
- Any event which directly or indirectly exacerbates a previously existing physical Bodily Injury.
- Anything mentioned in the General Exclusions on page 7.

### Special conditions relating to claims

- 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 Travel Documents.
- If Personal Money and Travel 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 Personal Money and Travel Documents are lost, stolen or damaged whilst in the care of an airline You must:
  - obtain a Property Irregularity Report from the airline;
  - give formal written notice of the claim to the airline within the time limit contained in their conditions of carriage (please retain a copy);
  - retain all travel tickets and tags for submission if a claim is to be made under this policy.
- Receipts for items lost, stolen or damaged must be retained as these will help You to substantiate Your claim.

### What You are not covered for

- The first **£50** of each and every claim per incident for each Insured Person. Note: If a claim is also being made under Section 5 - Baggage and Passport, only one excess per person will be deducted.
- Loss, theft of or damage to Personal Money and Travel Documents left Unattended at any time (including in a vehicle or in the custody of carriers) unless deposited in a hotel safe, safety deposit box or left in Your locked accommodation.
- 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.
- Loss or damage due to delay, confiscation or detention by customs or other authority.
- Loss or damage due to depreciation in value or shortages due to error or omission.
- Anything mentioned in the General Exclusions on page 7.

## Section 7 – Personal Liability

### Overall limit (per person):

**£2,000,000**

We will pay up to the amount shown above (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 one event or source of original cause in respect of Accidental:

- Bodily Injury death illness or disease to any person who is not in Your employment or who is not a Close Relative or travelling companion(s) or member of Your household;
- Loss of 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 or travelling companion(s), anyone in Your employment or any member of Your household other than any temporary holiday accommodation but in respect of Your occupation (not ownership) only.

### Special conditions relating to claims

- You must give Us written notice as soon as possible of any incident, which may give rise to a claim.
- You must forward every letter, writ, summons and process to Us as soon as You receive it.
- You must not admit any liability or pay, offer to pay, promise to pay or negotiate any claim without Our written consent.
- 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.
- 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 You are not covered for

- Compensation or legal costs arising directly or indirectly from:
  - liability which has been assumed by You under agreement unless the liability would have attached in the absence of such agreement;
  - pursuit of any business, trade, profession or occupation or the supply of goods or services;
  - any liability, injury, loss or damage arising directly or indirectly from or due to ownership, possession or use of any motorised or mechanical vehicles including any attached trailers or caravans, any aircraft (whatsoever), any watercraft or vessel (other than manually propelled watercraft or vessel) or any other form of motorised leisure equipment;
  - the transmission of any communicable disease or virus;
  - ownership or occupation of land or buildings (other than occupation only of any temporary holiday accommodation where We will not pay for the first **£100** of each and every claim arising from the same incident);
  - any liability, injury, loss or damage arising directly or indirectly from or due to any animals belonging to You or in Your care, custody or control.
  - any liability, injury, loss or damage arising directly or indirect from or due to ownership, possession or use of any firearms or weapons of any kind;
  - any liability arising in respect of any willful or criminal act or assault.
- Anything mentioned in the General Exclusions on page 7.

## Section 8 – Delayed Departure

### Overall limit (per person):

**£1,000\***

- Each 12 hour delay up to a maximum **Or,**
- Cancellation (after 12 hours)

**£30**  
**£120**

**£1,000\***

\*(or amount shown on Your Policy Schedule under Section 1 – Cancellation, if top-up cover has been purchased).

### What You are covered for

We will pay up to the amount shown above in respect of:

- delay of at least 12 hours in departure of the aircraft, sea vessel, or train (using the Channel Tunnel), on which You are booked on Your outward or return journey; We will pay the sum shown above for each 12 hour delay up to the maximum shown; or

- If the outward journey is delayed for more than 12 hours You may opt to abandon Your Trip and claim irrecoverable cancellation costs as shown above.

**Note:** You may claim under 1) or 2) but not both.

You may claim only under section 8 - Delayed departure or section 9 - Missed departure / missed connection, not both.

### Special conditions relating to claims

- You must check in according to the itinerary supplied to You.
- 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.
- You must comply with the terms of contract of the travel agent, tour operator or provider of transport.

### What You are not covered for

- The first **£50** of each and every claim per incident for each Insured Person under sub-section 2 only.
- Claims arising directly or indirectly from:
  - Strike or industrial action or air traffic control delay existing or publicly declared by the date this insurance is effected by You;
  - 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.
- Anything mentioned in the General Exclusions on page 7.

## Section 9 – Missed Departure/ Missed Connection

### Overall limit (per person):

**£1,000**

### What You are covered for

We will pay up to the amount shown above in respect of reasonable additional accommodation and travel expenses necessarily incurred to reach the overseas destination or to reach Home due to:

- scheduled Public Transport services failing to get You to Your destination in time due to strike, industrial action, adverse weather conditions or mechanical breakdown, or
- the private motor vehicle in which You were travelling suffering from a mechanical breakdown or failure, or
- the private motor vehicle in which You were travelling being directly involved in a road traffic accident, which resulted in mechanical breakdown or failure, or
- the outward or inward flight being delayed, to include Your missing a connecting flight.

**Note:** You may claim only under section 8 - Delayed departure or section 9 - Missed departure/ missed connection, not both.

### Special conditions relating to claims

- In the event of a claim arising from any delay occurring on a motorway or dual carriageway You must obtain written confirmation from the Police or emergency breakdown services of the location, reason for and duration of the delay.
- You must allow sufficient time for the Public Transport or other transport to arrive on schedule and to deliver You to the Departure Point.

### What You are not covered for

- Expenses that You would have incurred during the normal course of Your Trip.
- Circumstances already known at the time of taking out this insurance or booking the Trip.
- Your failure to allow sufficient time to get to the Departure Point.
- Claims not supported by a written report from the appropriate authorities.
- Claims that are not justifiable given the circumstances, for example; the fear of an event happening or not taking place.
- Anything mentioned in the General Exclusions on page 7.

## Section 10 – Legal Expenses

### Overall limit (per person):

**£25,000**

### What You are covered for

Up to the amount shown above in respect of legal costs and expenses incurred by You in pursuit of compensation and/or damages against a third party arising from or out of Your death or personal injury occurring during the period of the Trip.

### Note:

- We shall have complete control over the legal proceedings and the appointment and control of a lawyer.
- You must follow the legal representatives advice and provide any information and assistance required. Failure to do so will entitle Us to withdraw cover.
- We must have access to any and/or all the legal representatives file of papers.
- We may include a claim for Our costs and expenses.
- Failure by You to comply with all or any of these conditions will entitle Us to render the legal expenses aspect of this insurance void and thereby withdraw cover.

### What You are not covered for

- Costs and expenses to pursue a claim against Underwriting Agents, Insurer or Insurers Agent or any other person insured under this policy or with whom You had arranged to travel.
- Costs and expenses incurred prior to the granting of support by Us. We reserve the right to withdraw at any stage and shall not then be liable for any further expenses.
- Where the claim has been reported more than 180 days after the commencement of the incident giving rise to a claim.
- Where the laws, practices and/or financial regulations of the country in which the proposed action will take place indicate that the costs of such action are likely to be reasonably greater than the anticipated value of the compensation award.
- Where You are insured for legal expenses under any other insurance policy.
- Where, in Our opinion, there is insufficient prospect of success in obtaining a reasonable benefit.
- Any claim emerging from the pursuance to a contingent fee agreement between You and Your council.

8. Any claim for travel and accommodation expenses, which You have incurred whilst pursuing legal action.
9. Any claim arising from You pursuing legal proceedings as part (or) on behalf of a group or organisation.
10. Any claim for legal costs where You are pursuing legal action relating directly or indirectly to medical negligence or alleged medical negligence.
11. Any claim against Your family or travelling companions.
12. Anything mentioned in the General Exclusions on page 7.

**Note:**

- i. We will not be liable for any claim where legal costs and expenses are based directly or indirectly on the amount of an award.
- ii. This insurance will not extend to covering You in pursuit of any appeal except at Our sole discretion.
- iii. Where there is a possibility of a claim being brought in more than one country We will not be liable for the costs if an action is brought in more than one country.

## Section 11 – Winter Sports

Overall limit (per person):	
<b>Ski Equipment (own)</b>	<b>£500</b>
- Single items, pairs or sets limit	£300
- Ski equipment (hired) limit	£150
<b>Delayed Ski Equipment</b>	<b>£200</b>
<b>Ski Pack (loss of)</b>	<b>£300</b>
<b>Piste closure</b>	<b>£300 (£30 per day)</b>
<b>Avalanche / weather delay</b>	<b>£200</b>

This section is only in force if shown on Your Policy Schedule and the appropriate additional premium has been paid.

**What You are covered for:**

**Ski Equipment (own)**

We will pay up to the amount shown above in respect of loss or damage to Your own Ski Equipment taken with You or purchased on Your Trip but subject to the limits as set out above in respect of single items, pairs or sets and loss of hired Ski Equipment which is Your responsibility.

**Delayed Ski Equipment**

We will pay up to the amount shown above for the hire of essential items if Your own Ski Equipment is misplaced, or stolen on Your outward journey for over 12 hours from the time You arrive at Your Trip destination; or if it is lost or damaged during Your stay at the ski resort.

**Ski Pack (loss of)**

We will pay up to the amount shown above for a proportional refund following the loss of use of Your Ski Pack following Your injury or illness (as confirmed by Your treating doctor).

**Piste Closure**

We will pay up to the amount shown above for transportation costs per day to take You to an alternative skiing area in the event that ALL skiing facilities in Your pre-booked resort are closed due to lack of snow or avalanche (including risk of avalanche); or, if no other skiing area is available or accessible. We will pay the amount shown for each day that the resort is closed.

**Note:** this cover only applies outside of the United Kingdom and is only available under this section between 1st December to 30th April.

**Avalanche / Weather Delay**

We will pay up to the amount shown above for additional travel and accommodation expenses necessarily incurred in the event that the outward or return journey of Your Trip is delayed more than 12 hours as a direct result of an avalanche or severe weather conditions.

**What You are not covered for:**

**Ski Equipment (own)**

1. The first £50 of each and every claim per incident for each Insured Person.
2. Anything mentioned in 'What You are not covered for' under Section 5 – Baggage & Passport.
3. Anything mentioned in 'Special Conditions relating to claims' under Section 5 – Baggage & Passport.

**Basis of claims settlement – Ski Equipment**

Claims will be assessed as a percentage of the original purchase price and the age of the Ski Equipment at the time of the loss as follows:

- Up to 1 year old – 90%;
- Up to 2 years old – 80%;
- Up to 3 years old – 60%;
- Up to 4 years old – 40%;
- Up to 5 years old – 30%;
- Over 5 years old – 10%.

**Delayed Ski Equipment**

1. Anything mentioned in 'What You are not covered for' under Section 5 – Baggage & Passport (although the policy excess does not apply).
2. Anything mentioned in 'Special Conditions relating to claims' under Section 5 – Baggage & Passport.

**Ski Pack (loss of)**

1. Anything mentioned in 'What You are not covered for' under Section 2 – Emergency Medical & Other Expenses (although the policy excess does not apply).

**Piste Closure**

1. Anything mentioned in the General Exclusions on page 7.
2. Expenses that You would have incurred during the normal course of Your Trip.
3. Lack of snow or avalanche conditions known or public knowledge at the time the Trip was booked or when You purchased this insurance.

**Avalanche / Weather Delay**

1. Anything mentioned in the General Exclusions on page 7.
2. Expenses that You would have incurred during the normal course of Your Trip.
3. Lack of snow or avalanche conditions known or public knowledge at the time the Trip was booked or when You purchased this insurance.

## General Conditions

**Our duty to You**

We aim to provide a high standard of service and to meet any claims covered by this Policy fairly and promptly. Should there be any complaint We will investigate this at once and resolve the matter as quickly as possible.

**Your duty to Us:**

- 1 to disclose all Material Facts to Us. Failure to do so may affect Your rights under this insurance. Following a change in Material Fact disclosed to Us by You during the Period of Insurance, We reserve the right to amend or cancel Your insurance, providing You with a pro-rata refund of premium. If You are in any doubt as to whether a fact is 'material', then for Your own protection it should be disclosed to Us;
- 2 to follow the Claims Procedure (see below) and to take all possible care to safeguard against Accident, injury, loss or damage as if You had no insurance cover and provide all necessary documentation to support any claim;
- 3 to give Us full details in writing of any incident which may result in a claim as soon as reasonably possible, but in any event within 31 days;
- 4 to pass on to Us immediately any writ, summons, legal process, or other communication in connection with the claim, unanswered;
- 5 to provide all necessary information and assistance We may require at Your own expense (including where necessary medical certification and details of any Private Health Insurance You have);
- 6 not to admit liability for any event or offer to make payment without Our prior written consent;
- 7 recognising Our right to:
  - a) make Your Policy void where any claim is found to be false or fraudulent;
  - b) take over and deal with in Your name the defence or settlement of any claim made under this Policy;
  - c) take proceedings in Your name, but at Our expense to recover for Our benefit the amount of any payment made under this Policy;
  - d) obtain information from Your medical records (with Your permission) for the purpose of dealing with any medical, cancellation or Curtailment claims (no personal medical information will be disclosed to any other person or organisation without Your prior approval);
  - e) pay all claims under the Law of England and Wales (see notes on Governing Law on page 1);
  - f) make payments to You or Your legal representatives;
  - g) only pay Our rateable proportion where there is other insurance covering the same event.

Both parties do not intend any term of this agreement to be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999.

## General Exclusions

These exclusions apply in addition to the exclusions that appear in each section of the Policy.

**You are not covered for:**

- 1) any loss or Expense where You have not followed the Claims Procedure;
- 2) any loss or Expense or any legal liability, injury, illness or death directly or indirectly due to, contributed to or caused by:
  - a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming that portions of or amounting to an uprising, military or usurped power;
  - b) terrorist activity;
  - c) participation in any activity not covered under Acceptable Activities unless agreed by Us and for which the additional premium has been paid (if appropriate);
  - d) Your suicide, self-injury or any wilful act of self exposure to peril (except where it is to save human life);
  - e) You being under the influence of drugs (except those prescribed by Your registered Doctor, but not when prescribed for the treatment of drug addiction);
  - f) Your abuse or prior abuse of solvents and alcohol;
  - g) delay, confiscation, detention, requisition, damage, destruction or any prohibitive regulations by Customs or other Government Officials or Authorities of any country;
  - h) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
  - i) radioactive, toxic, explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
  - j) pressure waves caused by aircraft and other aerial devices travelling at sonic or super sonic speeds;
  - k) travelling to Countries where the British Foreign Office have advised against travel;
- 3) any Consequential Loss unless it is specified in the Policy;
- 4) any loss due to currency exchange of any and every kind;
- 5) any loss, injury, damage, death or legal liability arising directly or indirectly from, or consisting of, the failure, or fear of failure, of any equipment or any computer programme, whether or not You own it, to recognise or to correctly interpret or process any date as its true calendar date, or to continue to function correctly beyond that date; this exclusion does not apply to Section 2 (Emergency Medical & Other Expenses) and Section 4 (Personal Accident) of this Policy.
- 6) you travelling against any health requirement stipulated by carrier, their handling agents or any other public transport provider.

## Claims Procedure

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 Notification**

You must notify Us at the following address:

Clear to Travel Claims Department  
 P J Hayman & Company, Stansted House, Rowlands Castle, PO9 6DX, England  
 Telephone **+44 (0) 845 260 1525** (Monday-Friday, 9.00am to 5.00pm)  
 and quote reference CT0910/UK  
 or you may contact us by fax on: **+44 (0) 239 241 9049**

The notification must be made within 31 days or as soon as possible thereafter following any Bodily Injury, illness, incident, event, Redundancy or the discovery of any loss 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 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 if 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 and conduct in Your name 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.

UK Underwriting Ltd and P J Hayman & Company Limited are the insurers agent and in the matters of a claim act on behalf of the insurer.

**You must follow these instructions as failure to do so could prejudice Your claim.**

### Cancellation

Notify the travel agent/tour operator immediately You need to cancel, and obtain a Cancellation invoice. If You delay We will only pay for those costs that You would have had to pay on the date it would have been reasonable for You to cancel.

### Curtailment/cutting short Your Trip

Contact Our Emergency Assistance provider to confirm that the reason for cutting short Your Trip will be covered and that Your expected additional expenses are reasonable.

### Emergency medical expenses

Contact Our Emergency Assistance provider immediately if You are admitted as an in-patient.

### Personal accident

Obtain a certificate from the treating doctor or specialist. In the event of death, We will require sight of an original copy of the Death Certificate.

### Damage to Baggage / Ski Equipment during Your Trip

Retain the items in case We wish to see them (note: You may not abandon any property to Us or the Scheme Administrators). You will need to obtain an estimate for repair or a letter confirming that the damage is irreparable.

### Delay of Baggage / Ski Equipment in transit

Retain Your tickets/luggage tags and report the matter immediately to the carrier and obtain a Property Irregularity Report form or its equivalent. If Your personal Baggage is delayed for more than 12 hours on Your outward journey and You need to buy or hire essential items, ensure that You keep all receipts.

### Loss of Baggage / Ski Equipment, Personal Money and Travel Documents during Your Trip

Notify the police as soon as possible (within 24 hours of discovery) and obtain a written report and reference number from them. Also report the loss to Your tour operator's representative or hotel/accommodation manager and if possible obtain a written report. You will be expected to provide proof of purchase/ownership and/or receipts or pre-loss valuations.

### Personal liability

You must not admit responsibility to anyone or agree to pay for any damage, repair costs or compensation. You must keep a detailed written record and send it to Us with any correspondence received, unanswered.

### Travel delay/travel disruption

You need to obtain a letter from the airline, railway company or shipping line (or their handling agents) which shows the scheduled departure time, actual departure time and the reason for the delay. If You are delayed getting to Your Departure Point, You must provide proof of the delay (e.g. a Police or motoring organisation report) and provide receipts for necessary expenses incurred.

### Legal expenses

Provide a detailed account of the circumstances surrounding the event (including, photographs and video evidence if this applies) within 90 days of the event causing Your claim.

You will also need to supply Us with any writ, summons or other correspondence received from any third party. Please note that You should not admit liability, offer to make any payment or correspond with any third party without Our written consent. Details of any witnesses, providing written statements where available, should also be forwarded to Us.

### Piste Closure / Avalanche or Weather Delay

Obtain written confirmation (giving full details of the time, dates etc) from the Tour Operator's local representative or resort authorities stating the circumstances.

## Complaints Procedure

Our aim is at all times to provide a first class standard of service. However if You are unhappy with the service provided for any reason, or have cause for complaint, please follow the procedure shown below:

1. If You have a complaint regarding this policy, please write to:  
**The Customer Services Manager, P J Hayman & Company Limited,  
Stansted House, Rowlands Castle, Hampshire, PO9 6DX.**  
stating the nature of Your complaint and quoting Clear to Travel travel insurance scheme
2. If Your complaint is one of the few that cannot be resolved by this stage, contact:  
**Head of Claims, UK Underwriting Limited,  
2 Gibraltar House, Bowcliffe Road, Leeds LS10 1HB.**
3. If We have given You Our final decision and You are still dissatisfied You may refer Your case to the Financial Ombudsman Service (FOS).

This also applies if You are insured in a business capacity but have a group annual turnover of less than £1 million, or are a charity with an annual income of less than £1 million, or are a trustee of a trust with a net asset value of less than £1 million. You may contact the Financial Ombudsman Service at:

**The Financial Ombudsman Service,  
South Quay Plaza, 183 Marsh Wall,  
Docklands, London, E14 9SR.  
Tel: 0845 080 1800**

Your statutory rights are not affected if You choose to follow any of the complaints procedures above. For further information about Your statutory rights contact Your local authority Trading Standard Service or Citizens Advice Bureau.

### Compensation Scheme

AXA Insurance UK plc is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 100% of the first £2,000 and 90% of the remainder of the claim. You can get more information about compensation scheme arrangements from the FSCS or visit [www.fscs.org.uk](http://www.fscs.org.uk)

## What to do in the event of a Medical Emergency

The emergency assistance provided for You by this Insurance is operated by Free Spirit Assistance. In the event of any illness, injury, Accident involving anyone insured under this policy where the anticipated costs are likely to exceed **£300**, You must notify Free Spirit Assistance. They will direct You to an appropriate medical facility and may be able to guarantee costs on Your behalf.

When contacting Free Spirit Assistance please state that Your insurance is provided by UK Underwriting Ltd and quoting Clear to Travel (P J Hayman).

By telephone: **+44 (0) 845 260 1575**

Note: You must retain receipts for medical & additional costs incurred.

### Hospital Treatment Abroad

If You are admitted to hospital You must contact Free Spirit Assistance immediately. If You do not, this could mean that We will not provide cover or We will reduce the amount We pay for medical expenses.

If You receive medical treatment abroad as an outpatient, You should pay the hospital or clinic and claim back Your medical expenses from claims services when You return to the United Kingdom or Channel Islands.

### Returning Early to the United Kingdom or Channel Islands

If You have to return to the United Kingdom or Channel Islands under Section 1 (Cancellation or Curtailment Charges) or Section 2 (Emergency Medical & Other Expenses), Free Spirit Assistance must authorise this. If they do not, this could mean that We will not provide cover or We may reduce the amount We pay for Your return to the United Kingdom or Channel Islands.

Free Spirit Assistance reserve the right to repatriate You should Our medical advisors view You as being fit to travel. Free Spirit Assistance may be contacted from anywhere in the world to provide assistance to You.

## Reciprocal Health Arrangements

### European Health Insurance Card (EHIC) - the replacement for the E111

- The EHIC entitles You to reduced-cost, sometimes free, medical treatment that becomes necessary while You are in a European Economic Area (EEA) country or Switzerland. The EEA consists of the European Union (EU) countries plus Iceland, Liechtenstein and Norway.
- The card gives access to state-provided medical treatment only. Remember, this might not cover all the things You would expect to get free of charge from the NHS in the UK. You may have to make a contribution to the cost of Your care.
- You may apply for an EHIC online at [www.dh.gov.uk/travellers](http://www.dh.gov.uk/travellers) or by calling: **0845 606 2030**. Application forms are also available from the Post Office.

### Medicare - Australia

If You are travelling to Australia you can enroll in Medicare which will entitle You to subsidised hospital treatments and medicines. You can do this by contacting a local Medicare office in Australia. All claims for refunds under the Medicare scheme must be made before You leave Australia. For more information on Medicare visit: [www.medicareaustralia.gov.au](http://www.medicareaustralia.gov.au) or email: [medicare@medicareaustralia.gov.au](mailto:medicare@medicareaustralia.gov.au)

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