

# Block Gap Year Travel Insurance Policy

A Member of the **Z** Zurich Insurance Group

## Introduction

This is **Your** Endsleigh 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 **Statement of Insurance** 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, legal liability or other specified events happening within the **Period of Insurance** provide insurance in accordance with the operative sections of **Your** policy as referred to in **Your Statement of Insurance**.

The **Statement of Insurance** 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.

**Your** contract of insurance and all communications before and during **Your** contract of insurance will be provided in English.

#### Residency

This policy is only available to **You** if **You** are registered under the health care system in **Your Home Country**.

#### The Law applicable to this policy

**You** and **We** are free to choose the laws applicable to this 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.

#### Age eligibility

This policy is not available to anyone aged 66 or over.

#### Policy excess

Under most sections of the policy, claims will be subject to an excess. This means that **You** will be responsible for paying the first part of each and every claim per incident claimed for under each section for each **Insured Person**.

#### Policy information or advice

If **You** would like more information or if **You** feel the insurance may not meet **Your** needs, telephone **Our** customer helpline on 0800 121 6560. Please carry this policy with **You** in case of an emergency.

#### Your Insurers

This policy is provided by AXA Travel Insurance, 10/11 Mary Street, Dublin 1, Ireland, CRO Nr. 426087, an insurance intermediary, Central Bank of Ireland authorisation Nr. C47421 and underwritten by Inter Partner Assistance, 10/11 Mary Street, Dublin 1, Ireland, CRO Nr. 906006, Central Bank of Ireland authorisation Nr. C47746, which is a branch of Inter Partner Assistance S.A., Avenue Louise 166 bte 1, 1050 Brussels, which is authorised in Belgium by the Banque Nationale de Belgique. All are member companies of the AXA Assistance Group.

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## **Definitions**

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

You/Your/Insured Person - means each person travelling on a Trip whose name appears in the Statement of Insurance.

We/Us/Our - means Inter Partner Assistance IFSRA or Endsleigh Insurance Services Limited acting as administrator on its behalf.

Baggage – means luggage, clothing, personal effects, Valuables and other articles which belong to You (or for which You are legally responsible) which are worn, used or carried by You during any Trip but excluding Personal Money and documents of any kind.

**Bodily Injury** – means an identifiable physical injury sustained by **You** caused by sudden, unexpected, external and visible means. Injury as a result of **Your** unavoidable exposure to the elements shall be deemed to have been caused by bodily injury.

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

Close Relative – means mother, father, sister, brother, wife, husband, daughter, son, grandparent, grandchild, parent-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, step parent, step child, step sister, step brother, foster child, legal guardian, partner, civil partner or fiancé/fiancée.

#### Curtailment/Curtail - means either:

- a) abandoning or cutting short the **Trip** by immediate direct early return to **Your Home Country** in which case claims will be calculated from the day **You** returned to **Your Home Country** and based on the number of complete days of **Your Trip You** have not used, or
- b) by attending a hospital other than in **Your Home Country** as an in-patient or being confined to **Your** accommodation abroad due to compulsory quarantine or on the order of a **Medical Practitioner**, in either case for a period in excess of 48 hours. Claims will be calculated from the day **You** were admitted to hospital or confined to **Your** accommodation and based on the number of complete days for which **You** were hospitalised, quarantined or confined to **Your** accommodation.

Home - means Your normal place of residence or Your place of residence in the country in which You are a full time Student.

Home Country – means Your normal country of residence or the country in which You are a full time Student studying a recognised course of further education.

Medical Condition – means any disease, illness or injury.

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

**Period of Insurance** – means the period of the **Trip** and terminating upon its completion, but not in any case exceeding the period shown in the **Statement of Insurance**. Section 1- Cancellation cover shall be operative from the time **You** pay the premium.

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

Any **Trip** that had already begun when **You** purchased this insurance will not be covered.

The period of insurance is automatically extended for the period of the delay in the event that **Your** return to **Your Home Country** is unavoidably delayed due to an event insured by this policy.

**Personal Money** – means bank 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.

Public Transport - means any publicly licensed aircraft, sea vessel, train or coach on which You are booked to travel.

Statement of Insurance – means the document detailing the Insurer, the policy number, the **Period of Insurance**, the sections of **Your** travel insurance policy which are operative in **Your** case, **Your** sums insured for each section of cover and any special terms and conditions which may apply to **Your** policy. The statement of insurance includes all the information **You** provided when **We** prepared **Your** quotation and forms the basis of **Your** contract.

Student - means any person studying for a degree or other recognised qualification at a college or university.

**Ski Equipment** – means skis (including bindings), ski boots, ski poles and snowboards.

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

**Trip** – means any holiday, business or pleasure trip or journey made by **You** within the area of travel shown in the **Statement of Insurance** which begins and ends in **Your Home Country** during the **Period of Insurance** but excluding one way trips or journeys.

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

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

Valuables – means jewellery, gold, silver, precious metal or precious or semiprecious stone articles, watches, furs, cameras, camcorders, photographic audio video computer television and telecommunications equipment (including CDs, DVDs, tapes, films, cassettes, cartridges and headphones), computer games and associated equipment, telescopes and binoculars.

# 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 4 – 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 also take and cause to be taken all practicable steps to safeguard Your property from loss or damage and to recover property lost or stolen.

#### 3. Cancellation

#### 14 Day Cooling Off Period

You may cancel this policy and all associated cover sections within 14 days starting from the day You receive Your policy documents (the Cancellation Period) by writing to the address shown in Your Statement of Insurance during the Cancellation Period. We will refund Your premium less a charge for the period You have been insured, unless You have travelled or a claim or an incident likely to give rise to a claim has occurred, in which case no refund will be due.

#### Cancellation Outside the 14 Day Cooling Off Period

This policy may be cancelled:

- a) by **You** sending **Us** notice to the address shown on **Your Statement of Insurance.We** will return a proportionate refund of the premium **You** have paid in respect of the unexpired term of this policy unless **You** have travelled or a claim or an incident likely to give rise to a claim has occurred during the current **Period of Insurance**. In the event **You** have travelled or a claim or an incident likely to give rise to a claim has occurred, no refund of premium will be given.
- b) by **Us** sending **You** 21 days notice in writing to **Your** last known address. **We** will return a proportionate refund of the premium **You** have paid in respect of the unexpired term of this policy unless **You** have travelled or a claim or an incident likely to give rise to a claim has occurred during the current **Period of Insurance**. In the event **You** have travelled or a claim or an incident likely to give rise to a claim has occurred, no refund of premium will be given.
- c) by Us immediately if You do not pay the premium.

## Claims conditions

In the event of **You** wanting to make a claim against **Your** policy, Endsleigh will be acting on behalf of the insurer om negotiating and settling the claim with You. To make a claim, phone the telephone number detailed in the 'How to make a claim' section of the policy summary.

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

#### Legal expenses only

Endsleigh Insurance, P.O. Box 432. Cheltenham Spa, Gloucestershire GL50 3YD AXA Assistance, The Quadrangle, 106/118 Station Road Tel. +44(0) 844 472 2502

Redhill, Surrey, RH1PX5 Tel: +44(0) 870 350 5716

Email: travel.claims@endsleigh.co.uk

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.

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

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

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

#### 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.

# Important conditions relating to health

You must comply with the following conditions to have 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 1 – Cancellation or curtailment charges, section 2 – Emergency medical and other expenses, section 3 – Hospital benefit, section 4 – Personal accident and section 12 – Air Rage for any claims arising directly or indirectly from:

#### A) At the time of taking out this policy:

- 1. Any Medical Condition You have or have had for which:
  - a) symptoms or diagnosis has occurred within the last 12 months or
  - b) there has been a change in treatment (including medication, dosage, surgery, tests, investigations or diet) in the last 12 months
- Any Medical Condition where You, a Close Relative or a Close Business Associate is waiting for an operation, hospital consultation (other than for regular check ups), or other hospital treatment or investigation.
- 3. Any Medical Condition where You, a Close Relative or a Close Business Associate has, within the last 6 months, been seen by a specialist (other than for regular check ups), had an operation or other hospital treatment or investigation.
- Any Medical Condition where You, a Close Relative or a Close Business Associate have received a terminal prognosis.
- Any Medical Condition where You, a Close Relative or a Close Business Associate have not had a diagnosis.
- 6. Any circumstances You are aware of that could reasonably be expected to give rise to a claim on this policy.

#### B) At any time:

- Any Medical Condition You have in respect of which a Medical Practitioner has advised You not to travel or would have done so had You sought his/her advice.
- Any Medical Condition for which You are travelling with the intention of obtaining medical treatment (including surgery or investigation) or advice.
- Any Medical Condition for which You are not taking the recommended treatment or prescribed medication as directed by a Medical Practitioner.
- Your travel against any health requirements stipulated by the carrier, their handling agents or other Public Transport provider.

You should also refer to the general exclusions on page 8.

# 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 2 Emergency medical and other expenses, section 3 Hospital benefit and section 4 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. **Your** pursuit of winter sports unless sections 16, 17, 18, 19 and 20 are shown as operative in **Your Statement of Insurance**, in which case cover will apply to:
  - a) the winter sports shown in the list on page 9 and
  - b) any other winter sports shown as covered in **Your Statement of Insurance**.
- 6. Your participation in or practice of any professional entertaining or professional sports.
- 7. Your participation in or practice of any other sport or activity, manual work or racing unless:
  - a) shown as covered without charge in the list on pages 9 & 10 or
  - b) shown as covered in Your Statement of Insurance.
- 8. **Your** wilfully, self-inflicted injury or illness, suicide or attempted suicide, sexually transmitted diseases, solvent 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. Your own unlawful action or any criminal proceedings against You.
- 10. Any other loss, damage or additional expense following on from the event for which **You** are claiming unless we provide cover under this insurance. Examples of such, damage or additional expenses would be the cost of replacing locks after losing keys, costs incurred in preparing a claim or loss of earnings following **Bodily Injury** or disease.
- 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 1 Cancellation or curtailment charges).
- 12. Your use of a motorised vehicle unless a full International driving licence is held permitting the use of such vehicles.
- 13. **Your** travel to a country or specific area or event to which the Travel Advice Unit of the Foreign & Commonwealth Office or the World Health Organisation has advised the public not to travel.

# Sports and activities covered

The following lists detail the sports and activities that this policy will cover. If **You** are participating in any other sports or activities not mentioned, please telephone **Our** customer helpline on 0800 121 6560 as **We** may be able to offer cover for an additional premium. Details of those sports and activities for which **You** have purchased cover will be added to **Your Statement of Insurance**.

#### Covered as standard

administrative or clerical occupations aerobics

archery badminton

banana boating

baseball basketball

body boarding (boogie boarding)

bowls

bungee jumping (1 jump only within professional organiser's guidelines and wearing appropriate safety equipment)

\*camel riding

canoeing (up to grade 2 rivers)

\*catamaran sailing (if qualified)

\*clay pigeon shooting

climbing (on indoor climbing wall only)

cricket croquet curling

cycling (wearing a helmet, no mountain

biking and no racing) deep sea fishing \*dinghy sailing

\*driving any motorised vehicle for which
You are licensed to drive in Your Home

Country (other than in motor rallies or

competitions) elephant riding

fell walking/running

fencing fishing flying as a fare paying passenger in a fully licensed passenger carrying aircraft

football (amateur only and not main purpose of **Trip**)

glacier walking

\*go karting (within organisers guidelines)

golf hiking

horse riding (wearing a helmet and excluding competitions, racing, jumping

and hunting)

hot air ballooning (organised pleasure rides only)

hydro zorbing

indoor climbing (on climbing wall)

\*jet boating (no racing)

\*jet skiing (no racing)

jogging

kayaking (up to grade 2 rivers)

netball octopush

open water swimming (professionally

escorted tours only) orienteering

overlanding

\*paint balling (wearing eye protection)

pony trekking

\*quad biking (wearing a helmet and not

racing) racket ball rambling \*rifle range shooting

ringos

roller skating and blading (wearing pads & helmets)

rounders

rowing (except racing)

running (non-competitive and not marathon)

safari trekking in a vehicle (must be organised tour)

safari trekking on foot (must be organised tour)

\*sailing (if qualified)

sandboarding

sand dune surfing/skiing

\*sand yachting

scuba diving to max depth 18 metres below sea level (if qualified scuba diver and not diving alone, or accompanied by qualified instructor)

\* shooting/small bore target shooting (within organisers guidelines) skateboarding (wearing pads & helmets)

snorkelling

softball squash

students working as counsellors or university exchanges for practical course

work (non manual) surfing

swimming

swimming with dolphins Sydney harbour bridge walk

table tennis

ten pin bowling

tennis trampolining

trekking up to 2,500 metres altitude

tug of war volleyball wake boarding walking

\*war games (wearing eye protection)

water polo water skiing whale watching wind surfing

\*yachting (if qualified)

zorbing

\*No cover under section 7 – Personal liability for these sports or activities

# Covered if the appropriate winter sports premium has been paid

dry slope skiing ice skating kick sledging ski – blading skiing on piste skiing – mono

skiing - off piste with a guide

\* sledging pulled by horse, dog or reindeer as a passenger

snow boarding snow shoe walking

shoe walking

\* No cover under section 7 – Personal liability for these sports or activities

# Sports and activities covered

#### Covered if the Adventure trip option has been selected

abseiling (within organisers guidelines) bamboo rafting

\*bar work

\*blokarting

bungee jumping (up to 3 jumps in total within \*summer camp worker professional organiser's guidelines and wearing appropriate safety equipment) canoeing (up to grade 3 rivers)

\*chef

\*child care

\*children's entertainer

\*cleaner

cycling (racing wearing a helmet)

fruit or vegetable picking

gorilla trekking (professionally escorted tours only)

guide or tour leader gymnastics heptathlon

high diving hockey

kayaking (up to grade 3 rivers)

\*kitchen assistant

lacrosse.

marathon running motorcycle touring off road (no racing)

\*occasional light manual work (but not including the use of plant or power tools and

machinery)

off road 4x4 driving (no racing)

parascending - over water

power boating

rap jumping (within organisers guidelines) \*salesman

scuba diving to max depth 30 metres below sea level (if qualified scuba diver and not diving alone or accompanied by qualified instructor)

street hockey (wearing pads andhelmets)

\*theme park worker

trekking between 2.501 to 3.500 metres above sea level

via ferrata

\*waiter/ waitress

white water rafting up to level 4 (within organisers guidelines)

\*No cover under section 7 - Personal liability for these sports or activities

#### Covered if the Work Abroad trip option has been selected

Work must be organised by a professional organisation operating from the United Kingdom offering support and advice to the Insured Person.

No cover under section 7 - Personal liability for all these activities

au pair bar work chef

child care

children's entertainer classroom teacher

cleaner

counselling or mentoring youngsters farm work (but not including the use of plant or power tools and machinery)

field work

fruit or vegetable picking general classroom duties guide or tour leader kitchen assistant

manual work (but not including the use of plant or power tools and machinery)

occasional light manual work (but not including the use of plant or power tools and machinery)

ranch work (but not including the use of plant or power tools and machinery) salesman

shop assistant

sports coach (general sports including: football, netball, athletics, basketball, swimming, cricket, volleyball, rugby, tennis)

summer camp worker teaching basic IT teaching english theme

park worker waiter/waitress

#### Covered if the Volunteering trip option has been selected

All volunteering work must be organised by a professional organisation operating from the United Kingdom offering support and advice to the Insured Person.

No cover under section 7 - Personal liability for all these activities caring / nursing (excluding the administering of drugs or medicine) classroom teacher

child care counselling or mentoring youngsters farm work (but not including the use of plant or power tools and machinery)

field work

fruit or vegetable picking general classroom duties

manual work (but not including the use of plant or power tools and machinery)

orphanage work (excluding the administering of drugs or medicine)

occasional light manual work (but not including the use of plant or power tools and machinery)

ranch work (but not including the use of plant or power tools and machinery)

retail trade including manual work (but not including the use of plant or power tools and machinery)

sports coach (general sports including: football, netball, athletics, basketball, swimming, cricket, volleyball, rugby, tennis)

superintendance of manual work

supervised construction duties (but not including the use of plant or power tools and machinery)

Working with animals and wildlife (excluding hunting and direct contact with snakes, crocodiles, alligators, sharks, hippos, elephants\* and lions\*) under the constant supervision of the conservation staff in a controlled environment and working within the guidelines of the organisation that You are working with. \*Unless travelling with an Endsleigh approved tour operator or travel company (operative if indicated in the Statement of Insurance).

# **Emergency and medical service**

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

#### Medical assistance abroad

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

#### Payment for medical treatment abroad

If **You** are admitted to a hospital/clinic while abroad, the Emergency Assistance Service will arrange for medical expenses covered by the policy to be paid direct to the hospital/clinic. To take advantage of this benefit someone must contact the Emergency Assistance Service for **You** as soon as possible. For simple out-patient treatment, **You** should pay the hospital/clinic yourself and claim back medical expenses from **Us** on **Your** return to the **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.

#### 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 check if **You** are entitled 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 either a reciprocal health care arrangement or private health insurance, **We** will not apply the deduction of excess under section 2 - 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 by visiting the MEDICARE website on www.hic.gov.au . Alternatively please call the Emergency Assistance Service for guidance.

If **You** are admitted to hospital contact must be made with the Emergency Assistance Service as soon as possible and their authority obtained in respect of any treatment NOT available under MEDICARE.

Contact the Emergency Assistance Service on telephone number: +44 (0)845 271 4472

If You are in a country that does not accept the above international phone number please call +44(0)203 0609 671

### Your cover

There are two levels of cover for sections 1, 2, 4, 5, 6, 7, 9, 14, 17, 19 and 20 which are:

Essential cover

Comprehensive cover

The benefits under Comprehensive cover are generally higher than Essential cover. The level of benefit is shown for each level of cover within each section. The cover under sections 15, 16, 18, 21 and 22 is the same under Essential cover and Comprehensive cover.

The cover under sections 3, 8 and 10 to 13 apply to Comprehensive cover only.

The level of cover which You have chosen is shown in Your Statement of Insurance.

The General conditions on page 5 and General exclusions on page 8 apply to the whole of the policy and all levels of cover. Each section states the level of benefits payable and any limits, conditions and exclusions applying specifically to that section. The level of benefits for which **You** are eligible will depend upon the level of cover **You** have chosen. Please consult the relevant sections of this policy for details of the maximum sums payable and limitations applying to **Your** chosen level of cover.

# Section 1 - Cancellation and curtailment charges

#### What is covered

We will pay You up to the following amount:

Essential £2,000 Comprehensive £5,000

for any irrecoverable unused travel and accommodation costs (including excursions up to £250) and other pre-paid charges (including green fees of up to £75 per day, up to a maximum of £300 where the appropriate Golf Equipment premium has been paid) which You have paid or are contracted to pay together with any reasonable additional travel expenses incurred if

- a) cancellation of the Trip is necessary and unavoidable or
- b) the **Trip** is **Curtailed** before completion as a result of any of the following events occurring:
- 1. The death, **Bodily Injury** or illness of:
  - a) You
  - b) any person with whom You are travelling or have arranged to travel with
  - c) any person with whom You have arranged to reside temporarily
  - d) Your Close Relative
  - e) Your Close Business Associate.
- Compulsory quarantine, jury service attendance or being called as a witness at a Court of Law of You or any person with whom You are travelling or have arranged to travel with.
- 3. Redundancy (which qualifies for payment under current redundancy payment legislation of **Your Home Country** and at the time of booking the **Trip** there was no reason to believe anyone would be made redundant) of **You** or any person with whom **You** are travelling or have arranged to travel with.

#### What is not covered

- The first £50 of each and every claim per incident claimed for under this section by each Insured Person.
- 2. The cost of Airport Departure Duty.
- 3. 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**.
  - b) Circumstances known to **You** prior to the date this insurance is purchased by **You** or the time of booking any **Trip** which could reasonably have been expected to give rise to cancellation or **Curtailment** of the **Trip**.
  - c) Normal pregnancy, without 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
- Travel tickets paid for using any airline mileage reward scheme, for example Air Miles.
- 5. Anything mentioned in the general exclusions on page 8.

**You** should also refer to the important conditions relating to health on page 7.

What is covered What is not covered

- 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 annual leave cancelled for operational reasons, provided that such cancellations or Curtailment could not reasonably have been expected at the time when You purchased this insurance or at the time of booking any Trip.
- 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.

You may only claim under section 1 - Cancellation or curtailment or section 11 - Catastrophes and natural disasters for the same event.

- You must obtain a medical certificate from a Medical Practitioner in attendance and prior approval of the Emergency Assistance Service to confirm the
  necessity to return Home prior to Curtailment of the Trip due to death, Bodily Injury or illness.
- 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.
- 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
  - b) Any other illness or a **Bodily Injury You** must provide a medical certificate from a **Medical Practitioner** stating that this necessarily and reasonably prevented **You** from travelling

# Section 2 - Emergency medical and other expenses

#### What is covered

**We** will pay **You** up to the following amount for the following expenses which are necessarily incurred within 12 months of the incident as a result of **Your** suffering unforeseen **Bodily Injury** or illness and/or compulsory quarantine:

Essential £5,000,000 Comprehensive £10,000,000

- Emergency medical, surgical, hospital, ambulance and nursing fees and charges incurred outside Your Home Country.
- 2. Emergency dental treatment for the immediate relief of pain (to natural teeth only) up to the following limit:

Essential £250 Comprehensive £500

outside Your Home Country.

- 3. In the event of **Your** death outside **Your Home Country** the reasonable additional cost of funeral expenses abroad up to a maximum of £2,000 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 and/or accommodation expenses for one friend or **Close Relative** to remain with **You** or travel to **You** from **Your Home Country** or escort **You** and additional travel expenses to return **You** to **Your Home** if **You** are unable to use the return ticket.

#### What is not covered

- The first £50 of each and every claim per incident claimed for under this section by each Insured Person.
- 2. Any claims arising directly or indirectly in respect of:
  - a) 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 reasonably until Your return to Your Home Country.
  - e) Expenses incurred in obtaining or replacing medication or obtaining treatment or ongoing regular therapy, which at the time of departure is known to be required or to be continued outside Your Home Country.
  - 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 **Your Home Country**.
- 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.

#### What is covered

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.

#### For Comprehensive cover only

6. We will pay up to £5,000 towards the costs incurred by official bodies involved in searching for You or rescuing or recovering You if You are reported missing or have suffered Bodily Injury.

#### What is not covered

- Any claim for search and rescue not supported by a written statement from the appropriate authority involved in the search and/or rescue.
- 4. Anything mentioned in the general exclusions on page 8.

**You** should also refer to the important conditions relating to health on page 7.

- 1. You (or someone on Your behalf) must give notice as soon as possible to the Emergency Assistance Service 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.

# **Section 3 - Hospital Benefit**

This section is applicable to Comprehensive cover only

#### What is covered

We will pay You £15 for every complete 24 hours You have to stay in hospital as an in-patient outside Your Home Country up to a maximum of £300 as a result of Bodily Injury or illness You sustain.

We will pay the amount above in addition to any amount payable under section 2 – Emergency medical and other expenses.

#### 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 **Your Home Country**.
  - 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 8.

#### 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.

## Section 4 - Personal accident

Special Definitions relating to this section (which are shown in bold 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 which shall be considered. as having occurred:

- a) in both eyes if Your name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist and
- b) in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen scale

#### What is covered

We will pay one of the benefits shown below 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

#### What is not covered

1. Anything mentioned in the general exclusions on page 8.

**You** should also refer to the Important conditions relating to health on page 7.

BENEFIT	Cover	Up to age 15 years inclusive	Age 16 years to 55 years inclusive
1. Death	Essential	£1,000	£15,000
	Comprehensive	£1,000	£30,000
2. Loss of one or more	Essential	£15,000	£15,000
limbs and/or Loss of sight in one or both eyes	Comprehensive	£30,000	£30,000
3. Permanent total	Essential	£15,000	£15,000
disablement	Comprehensive	£30,000	£30,000

You may claim only under section 4 - Personal accident or 12 - Air Rage for the same event, not both.

#### Special conditions relating to claims

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

#### Provisions

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

# Section 5 - Baggage

(Only operative if indicated in the Statement of Insurance)

#### What is covered

1. We will pay You up to the following amount:

Essential £2,000

Comprehensive £2.500

for the accidental loss of, theft of or damage to Your 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:

a) Up to the following amount for any one article, pair or set of articles:

Essential £200 Comprehensive £300

b) Up to the following amount for all Valuables:

£250 Essential Comprehensive £350

#### For Comprehensive cover only

2. We will also pay You up to £100 for the emergency replacement of clothing, medication and toiletries if the **Baggage** is temporarily lost in transit during the outward journey and not returned to **You** within 12 hours, provided written confirmation is obtained and sent to Us from the carrier, confirming the number of hours the **Baggage** was delayed.

If the loss is permanent the amount paid will be deducted from the final amount to be paid under this section.

#### What is not covered

- 1. The first £50 of each and every claim per incident claimed for under this section by each **Insured Person** (except claims under subsection 2)
- 2. Loss, theft of or damage to Valuables 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.
- 3. Loss, theft of or damage to **Baggage** contained in an **Unattended** vehicle:
  - a) overnight between 9 p.m. and 9 a.m. (local time) or
  - b) 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.
- 4. Loss or damage due to delay, confiscation or detention by customs or any other authority.
- 5. Any loss, theft of or damage to unset precious stones, contact or corneal lenses, hearing aids, dental or medical fittings, antiques, musical instruments, documents of any kind, bonds, securities, perishable goods, bicycles, **Ski Equipment** and damage to suitcases (unless the suitcases are entirely unusable as a result of one single incidence of damage).
- 6. Loss or damage due to cracking, scratching, breakage of or damage to china, glass (other than glass in watch faces, cameras, binoculars or telescopes), porcelain or other brittle or fragile articles unless caused by fire, theft, or accident to the aircraft, sea vessel, train or vehicle in which they are being carried.
- 7. Loss or damage due to breakage of sports equipment or damage to sports clothing whilst in use.

#### What is covered

#### What is not covered

- 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.
- 10. Anything mentioned in the general exclusions on page 8.

- 1. You must report to the local Police within 24 hours of discovery and obtain a written report of the loss, theft or attempted theft of all Baggage.
- 2. 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.
- 3. Receipts for items lost, stolen or damaged must be retained as these will help You to substantiate Your claim.

## Section 6 - Personal money, passport and documents

#### What is covered

 We will pay You up to the amounts shown below for the accidental loss of, theft of or damage to Personal Money and documents (including passports, visas and driving licence). In respect of foreign currency cover is also operative during the 72 hours immediately preceding Your departure on the outward journey.

The maximum We will pay for the following items is:

- a) For bank notes currency notes and coins £200.
- b) If You are under the age of 16, for bank notes currency notes and coins £50.
- c) Up to the following amount for all other **Personal Money** and documents:

Essential £200

Comprehensive £500

2. We will pay **You** up to the following amount:

Essential £250

Comprehensive £500

for reasonable additional travel and accommodation expenses incurred necessarily abroad to obtain a replacement of **Your** lost or stolen passport or Visa.

#### What is not covered

- The first £50 of each and every claim per incident claimed for under this section by each Insured Person.
- Loss, theft of or damage to Personal Money or Your passport or visa 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, variations in exchange rates or shortages due to error or omission.
- 6. Anything mentioned in the general exclusions on page 8.

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

# **Section 7 - Personal Liability**

#### What is covered

We will pay up to the following amount:

Essential £1,000,000 Comprehensive £2,000,000

(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:

- Bodily Injury, death, illness or disease to any person who is not in Your employment or who is not a Close Relative or member of Your household.
- 2. Loss 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, anyone in Your employment or any member of Your household other than any temporary holiday accommodation occupied (but not owned) by You.

#### What is not covered

- 1. 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 first £100 of each and every claim arising from the same incident).
- 2. Anything mentioned in the general exclusions on page 8.

- 1. You must give Us written notice as soon as possible of any incident, which may give rise to a claim.
- 2. You must send Us every court claim form, summons, letter of claim or other document as soon as You receive it.
- 3. You must not admit any liability or pay, offer to pay, promise to pay or negotiate any claim without Our 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.

# **Section 8 - Delayed departure**

This section is applicable to Comprehensive cover only.

#### What is covered

If departure of the **Public Transport** on which **You** are booked to travel is delayed at the final departure point from or to **Your Home Country** 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 Public Transport on which You are booked to travel

#### We will pay You:

- 1. £20 for the first completed 12 hours delay and £20 for each full 12 hours delay thereafter up to a maximum of £100 or
- Up to £5,000 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 12 hours has elapsed, You choose to cancel Your Trip.

#### What is not covered

- The first £50 of each and every claim per incident claimed for under this section by each Insured Person under subsection 2. of What is covered.
- 2. Claims arising directly or indirectly from:
  - a) Strike or industrial action or air traffic control delay existing or publicly declared by the date **You** purchased this insurance or at the time of booking any **Trip**.
  - 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 8.

You may claim only under subsection 1, or 2, above for the same event, not both.

You may claim only under section 8 - Delayed departure or section 9 - Missed departure for the same event, not both.

- 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.

# **Section 9 - Missed Departure**

#### What is covered

We will pay You up to the following amount:

Essential £250 Comprehensive £500

for reasonable additional accommodation (room only) and travel expenses necessarily incurred in reaching **Your** overseas destination or returning to **Your Home Country** if **You** fail to arrive at the international departure point in time to board the **Public Transport** on which **You** are booked to travel on the initial international journey of the **Trip** as a result of:

- 1. the failure of other Public Transport or
- 2. an accident to or breakdown of the vehicle in which You are travelling or
- 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
- strike, industrial action or adverse weather conditions.
   You may claim only under section 9 Missed departure or section 8 Delayed departure for the same event, not both.

#### Special conditions relating to claims

- 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 **Public Transport** or other transport to arrive on schedule and to deliver **You** to the departure point.

#### What is not covered

- 1. The first £50 of each and every claim per incident claimed for under this section by each **Insured Person**.
- 2. Claims arising directly or indirectly from:
  - a) Strike or industrial action existing or declared publicly by the date You purchased this insurance or at the time of booking any Trip.
  - 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 manufacturer's 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.
- Additional expenses where the scheduled Public Transport operator has offered reasonable alternative travel arrangements.
- 4. Anything mentioned in the general exclusions on page 8.

# Section 10 - Hijack and hostage

This section is applicable to Comprehensive cover only.

#### **Special Definitions relating to this section** (which are shown in bold italics)

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

#### What is covered

- 1. We will pay You £50 for every complete 24 hours up to a maximum of £3,000 for the duration of the *Hijack*.
  - We will also extend the geographical limits of **Your** cover as necessary without extra charge.
- 2. We will pay You up to £3,000 if You are taken hostage or disappear whilst on Your Trip for reasonable travelling expenses (economy class) and accommodation costs (room only) for one Close Relative or close friend to travel out to the last place You were seen.

#### What is not covered

- The first £50 of each and every claim per incident claimed for under this section by each Insured Person.
- 2. Any costs under section 2 of What is covered where **You** have been missing or taken hostage for less than 1 month.
- If You or Your family or Your business connections have engaged in any
  political or other activity that could be expected to increase the risk of *Hijack* or hostage.
- 4. Anything mentioned in the general exclusions on page 8.

You may claim only under section 1. or 2. above for the same event, not both.

#### Special conditions relating to claims

1. If the transport on which **You** are travelling is Hijacked **You** must provide a written statement from an appropriate authority to confirm the duration of the Hijacking.

# **Section 11 - Catastrophes and natural disasters**

This section is applicable to Comprehensive cover only.

#### What is covered

We will pay You up to £500 should You be forced to move from Your prepaid accommodation as a result of fire, explosion, storm, flood, earthquake, medical epidemic, or the local or national government directive for the following:

- a) the cost of alternative accommodation of a similar standard to that You have booked if You have been advised by Your tour operator, hotelier or the local authority to leave Your booked accommodation
- b) necessary additional travelling expenses incurred so You can continue Your Trip.

#### What is not covered

- The first £50 of each and every claim per incident claimed for under this section by each Insured Person.
- Any expense following Your disinclination to travel or to continue with Your Trip when official directives from the local authorities state that it is safe to do so.
- Any event that was publicised prior to Your departure from Your Home Country.
- 4. Any costs incurred by You which are recoverable from Your tour operator, hotel, airline, company providing the accommodation, or other provider of services for which You receive or are expected to receive compensation or reimbursement.
- 5. Any costs which **You** would have expected to pay during **Your Trip**.
- 6. Anything mentioned in the general exclusions on page 8.

You may only claim under section under section 11 - Catastrophes and natural disasters or section 1 - Cancellation or curtailment for the same event.

- 1. In the event of a claim You must get either:
  - a) written confirmation and proof from the hotel management of the loss of use of the pre-booked accommodation or
  - b) a report from the local or national authority stating that it was not acceptable for You to remain in Your pre booked accommodation.

# Section 12 - Air rage

This section is applicable to Comprehensive cover only.

#### Special Definitions relating to this section (which are shown in bold italics)

Air Rage – means the act of an individual committing a crime whilst on board an aircraft which results in the perpetrator being handed to and detained by local Police or equivalent authorities on the landing of the aircraft.

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 which shall be considered as having occurred:

- a) in both eyes if Your name is added to the Register of Blind Persons on the authority of a fully qualifies ophthalmic specialist and
- b) in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen scale.

#### What is covered

- If Your aircraft is delayed due to an act of Air Rage by an individual or group of individuals We will pay You the following:
  - a) £100 if **Your** flight is delayed for at least 4 hours from the scheduled time of departure.
  - b) an additional £100 for every further 4 hours You are delayed, up to a maximum of 24 hours.
- 2. We will pay You one of the benefits i. ii or iii shown below 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 as a direct result of an act of Air Rage by an individual or group of individuals travelling on Your aircraft.

#### What is not covered

- Any claim where You, a Close Relative, a member of Your family or travelling companions knowingly, deliberately or recklessly provoked the perpetrator of the Air Rage.
- 2. Any claim where either **You** or a **Close Relative**, a member of **Your** family or travelling companion is responsible for the act of *Air Rage*.
- 3. Anything mentioned in the general exclusions on page 8.

**You** should also refer to the important conditions relating to health on page 7.

BENEFIT	Up to age 15 years inclusive	Age 16 years to 55 years inclusive
i. Death	£5,000	£10,000
ii. Loss of one or more limbs and/or Loss of sight in one or both eyes	£16,000	£32,000
iii. Permanent total disablement	£20,000	£40,000

You may claim only under section 12 - Air Rage or section 4 - Personal accident for the same event, not both.

#### **Provisions**

- 1. Benefit is not payable to **You**:
  - a) Under more than one of items i., ii. or iii.
  - b) Under item iii. until one year after the date You sustain Bodily Injury.
  - c) Under item iii. if You are able or may be able to carry out any relevant employment or relevant occupation.

- 1. Our Medical Practitioner may examine You as often as they deem necessary in the event of a claim.
- 2. You must obtain a written Police report or report from the appropriate airline authority of the incident of Air Rage.

# Section 13 - Incarceration

This section is applicable to Comprehensive cover only.

#### What is covered

We will pay up to £1,000 for reasonable travelling (economy class) and accommodation expenses (room only) for one Close Relative to travel out to You if You are arrested and lawfully imprisoned whilst on Your Trip. You must have been imprisoned for more than 2 weeks with no prospect of release for at least another two weeks.

#### What is not covered

- The first £50 of each and every claim per incident claimed for under this section by each Insured Person.
- 2. Any expenses incurred by You in relation to Your imprisonment.
- Costs incurred by Your Close Relative within the first two weeks of Your imprisonment.
- Any costs incurred if there are reasonable prospects of Your release within two weeks of the date Your Close Relative intends to leave Your Home Country.
- 5. Anything mentioned in the general exclusions on page 8.

# Section 14 - Overseas legal expenses and assistance

#### What is covered

We will pay up to the following amount:

Essential £10,000 Comprehensive £50,000

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 Persons** insured by this policy, then the maximum amount payable by **Us** for all such claims shall not exceed the maximum benefit shown below:

Maximum Benefit

Essential £10,000 Comprehensive £50,000

#### What is not covered

We shall not be liable for:-

- Any claim where in **Our** opinion there is insufficient prospect of success in obtaining reasonable compensation.
- 2. Legal costs and expenses incurred in pursuit of any claim against a travel agent, tour operator, carrier, Us, Emergency Assistance Service or their agents, someone You were travelling with, a person related to You, or another Insured Person.
- Legal costs and expenses incurred prior to Our written acceptance of the case.
- 4. Any claim where the legal costs and expenses are likely to be greater than the anticipated amount of compensation.
- Any claim where legal costs and expenses are based directly or indirectly on the amount of compensation awarded (for example a Contingency Fee Agreement).
- Legal costs and expenses incurred in any claim which is capable of being pursued under a Conditional Fee Agreement.
- Legal costs and expenses incurred if an action is brought in more than one country.
- 8. Any claim where in **Our** opinion the estimated amount of compensation payment is less than £1,000 for each **Insured Person**.
- Travel, accommodation and incidental costs incurred to pursue a civil action for compensation.
- 10. Costs of any Appeal.
- 11. Claims occurring within Your Home Country.
- 12. Claims by You other than in Your private capacity.
- 13. Anything mentioned in the general exclusions on page 8.

#### 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 in relation to this case.
- 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.

# Section 15 - Extended kennel and/or cattery fees

#### What is covered

We will pay You up to £250 (£150 for Trips in Your Home Country) for kennel/cattery fees if Your dog(s)/cat(s) are in a kennel/cattery during Your Trip and Your return to Your Home has been delayed due to Your Bodily Injury or illness.

#### What is not covered

1. Anything mentioned in the general exclusions on page 8.

- 1. This section will only be payable if **Your** delay is due to **Bodily Injury** or illness which is covered under section 2 Emergency medical and other expenses.
- 2. You must get a written statement from the appropriate kennel or cattery confirming any extra charges that You have to pay.
- 3. Any amount payable under this only applies to domestic cat(s) and/or dog(s) that You own.

# **Sections 16, 17, 18, 19 and 20 - Winter Sports**

(Only operative if indicated in the statement of insurance)

COVER IN RESPECT OF SECTIONS 16, 17, 18, 19 AND 20 ONLY OPERATES IF THE APPROPRIATE WINTER SPORTS EXTENSION HAS BEEN CHOSEN AND THE APPROPRIATE ADDITIONAL PREMUIUM HAS BEEN PAID.

# Section 16 - Ski Equipment

#### What is covered

We will pay You up to £750 for the accidental loss of, theft of or damage to Your own Ski Equipment, or up to £250 for hired Ski Equipment. The amount payable will be the value at today's prices less a deduction for wear tear and depreciation, (loss of value – calculated from the table below) or We may at Our option replace, reinstate or repair the lost or damaged Ski Equipment. The maximum We will pay for any one article, pair or set of articles is £250.

Age of ski equipment	Amount payable
Less than 1 year old	90% of value
Over 1 year old	70% of value
Over 2 years old	50% of value
Over 3 years old	30% of value
Over 4 years old	20% of value
Over 5 years old	No payment

#### What is not covered

- The first £50 of each and every claim per incident claimed for under this section by each Insured Person.
- Loss, theft of or damage to Ski Equipment contained in or stolen from an Unattended vehicle:
  - a) overnight between 9 p.m. and 9 a.m. (local time) or
  - b) 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 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. Anything mentioned in the general exclusions on page 8.

- 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. If Ski Equipment is lost, stolen or damaged while in the care of a carrier, transport company, authority, hotel or Your accommodation provider 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.
- 3. Receipts for items lost, stolen or damaged must be retained as these will help **You** to substantiate **Your** claim.

# Section 17 - Hire of ski equipment

#### What is covered

We will pay You up to £30 per day, up to a maximum of

Essential £200 Comprehensive £300

for the reasonable cost of hiring replacement **Ski Equipment** as a result of the accidental loss of, theft of, damage to or temporary loss in transit for more than 24 hours of **Your** own **Ski Equipment**.

#### What is not covered

- Loss, theft of or damage to Ski Equipment contained in or stolen from an Unattended vehicle:
  - a) overnight between 9 p.m. and 9 a.m. (local time) or
  - b) 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 any other authority.
- 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. Anything mentioned in the general exclusions on page 8.

- 1. You must report to the local Police within 24 hours of discovery and obtain a written report of the loss, theft or attempted theft of Your own Ski Equipment.
- 2. If Ski Equipment is lost, stolen or damaged while in the care of a carrier, transport company, authority, hotel or Your accommodation provider 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.
- 3. Receipts for items lost, stolen or damaged must be retained as these will help You substantiate Your claim.

## Section 18 - Ski Pack

#### What is covered

#### We will pay You:

- a) Up to £500 for the insured portion of **Your** ski pack (ski school fees, lift passes and hired **Ski Equipment**) following **Your Bodily Injury** or illness.
- b) Up to £150 for the unused portion of **Your** lift pass if lost.

#### What is not covered

1. Anything mentioned in the general exclusions on page 8.

#### 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.

## **Section 19 - Piste closure**

#### What is covered

We will pay You up to £30 per day, up to a maximum of

Essential £200 Comprehensive £300

for the cost of transport organised by the tour operator to an alternative site if lack of snow conditions or 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:

- 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 Your Home Country during the published ski season for Your resort.

If no alternative sites are available **We** will pay **You** compensation of £30 per day up to a maximum of

Essential £200 Comprehensive £300

#### What is not covered

1. Anything mentioned in the general exclusions on page 8.

#### Special conditions relating to claims

1. You must obtain written confirmation from the tour operator (or their representative) of the number of days skiing facilities were closed in Your resort and the reason for the closure.

## Section 20 - Avalanche cover

#### What is covered

 $\boldsymbol{We}$  will pay  $\boldsymbol{You}$  up to

Essential £200 Comprehensive £300

for reasonable extra travel and accommodation expenses if **Your** arrival or departure from **Your** pre-booked ski resort is delayed by more than 12 hours due to an avalanche.

#### What is not covered

- 1. The first £50 of each and every claim per incident claimed for under this section by each **Insured Person**.
- 2. Any cost incurred where the ski resort is less than 1,000 metres above sea level.
- 3. Any mentioned in the general exclusions on page 8.

#### Special conditions relating to claims

1. You must obtain written confirmation from the tour operator or local authority (or their representative) confirming the location, date, time and duration of the avalanche.

# Section 21 - Specified electrical items

(Only operative if included in the Statement of Insurance)

COVER ONLY OPERATES UNDER THIS SECTION IF THE APPROPRIATE ADDITIONAL PREMIUM HAS BEEN PAID

#### What is covered

We will pay You up to £1,500 for accidental loss of, theft of or damage to specified electrical items during Your Trip.

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 specified electrical item).

The maximum We will pay for any one article, pair or set of articles is £500.

#### What is not covered

- The first £50 of each and every claim per incident claimed for under this section by each Insured Person.
- Loss, theft of or damage to specified electrical items 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 or damage due to delay, confiscation or detention by customs or other authority.
- 4. Loss, theft of or damage to hearing aids, antiques, musical instruments, and damage to carry cases (unless the carry case is entirely unusable as a result of one single incidence of damage).
- 5. 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.
- 6. Loss or damage due to breakage of sports equipment 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.
- 9. Anything mentioned in the general exclusions on page 8.

- 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 specified electrical items.
- 2. If a specified electrical item 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 a specified electrical item 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.
- 3. You must provide an original receipt or proof of ownership for items lost, stolen or damaged to help You substantiate Your claim.

# How to make a complaint

We aim to provide a high level of service and pay claims fairly and promptly under the terms of **Your** Travel Insurance Policy.

If **You** are unhappy with any aspect of **Our** service, please contact, in the first instance the person who originally dealt with **Your** enquiry.

Alternatively You can contact Us

by: Telephone: 0800 085 8698

Post: Customer Liaison Department Endsleigh Insurance Services Limited

Shurdington Road

Cheltenham

Gloucestershire

GL51 4UE

United Kingdom

Full details of Our complaints procedures are enclosed.

**You** may at any time contact the Head of Customer Care at AXA Travel Insurance at the following address:

The Quadrangle

106-118 Station Road

Redhill RH1 1PR

United Kingdom

Tel: 01473 205926

Fax: 01473 205101

Email: customer.support@axa-travel-insurance.com

If We have given You Our final response and You remain dissatisfied You have the right to ask the Financial Ombudsman to review Your case. The Ombudsman can be contacted at the following address:—

The Financial Ombudsman Service South Quay Plaza 183 Marsh Wall London E14 9SR United Kingdom

Telephone 0800 023 4567 or +44 20 7964 0500 from outside the UK Fax:020 7964 1001

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

**You** are also given protection by **Our** membership of the Financial Services Compensation Scheme under which **You** may be entitled to compensation in the very unlikely event that **We** are unable to meet **Our** obligations to **You**.

## The Endsleigh Group of Companies ("Endsleigh, We, Us") Privacy Policy

It is Endsleigh's policy to take all necessary steps to ensure that Your personal data held is processed fairly and lawfully in accordance with the Data Protection Act 1998 ("the Act").

We hold personal data relating to You in connection with insurance products and services You have asked Us to the extent We are permitted by law, personal data provided to or obtained by Us will be used for the purposes of providing You with the products and services You have requested. It may also be shared within other Endsleigh group companies, (full details of which are available on request), as well as carefully selected third parties who have products and services that we think may be of interest to You. In the process of gathering Your details We may collect sensitive information such as about Your health or in relation to motoring offences. If You purchase products or services from Us, You will have given Us Your consent to use this personal data as detailed in this Privacy Policy. We may wish to contact You from time to time by telephone, e-mail or post about other products and services that may be of interest to You. If at any time You do not wish to receive this information then please write to Endsleigh's Group Data Protection Officer at: Endsleigh Insurance Services Limited, Shurdington Road, Cheltenham, Glos GL51 4UE. Under the Act, as a data subject, You are granted certain rights. If You would like to know what information We hold about You, You can write to Us as above. We may charge You a statutory administration fee to comply with Your request.

Should You have any queries in connection with data protection then please contact Endsleigh's Group Data Protection Officer as above.

Endsleigh will share the personal details You provide with AXA Travel Insurance (ATI), a member of the AXA Assistance Group. To administer Your policy ATI will hold and use information about You supplied by You (and by medical providers). ATI may send it in confidence for processing to other companies in the AXA Group (or companies acting on ATI's instructions) including those located outside the European Economic Area, however, ATI has taken appropriate steps to ensure the same (or equivalent) level of protection for your information in other countries as there is in the EU. Applications for further information should be addressed to the Data Protection Officer at AXA Travel Insurance, The Quadrangle, 106-118 Station Road, Redhill, RH1 1PR, United Kingdom