

# Free Spirit

policy booklet



2012/13

**Travel insurance** for people of any age with medical conditions

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## Important Telephone Numbers

### 24hr Emergency Assistance

+44 (0) 845 260 1549  
+44 (0) 292 047 4136

### Claims

(9am-5pm, Monday to Friday excluding Bank Holidays)

0845 260 1528

### Customer Services

(8am -6pm, Monday to Friday excluding Bank Holidays)

0845 230 5000

Calls may be recorded and monitored

**Please read this policy and carry it with you during your trip**

## Policy Summary

### Key Information you the Customer need to be aware of

**This is a policy summary only. Full terms and conditions can be found in the policy wording, which you should also read carefully.**

#### 1. Who provides your insurance cover?

For sections 1-7 and 9-14 - AXA Insurance UK plc.

Registered Office: 5 Old Broad Street, London EC2N 1AD, Registered in England No. 78950.

For section 8 only - International Passenger Protection Limited

Registered Office: IPP House, 22-26 Station Road, West Wickham, Kent BR4 0PR.

Registered in England 2498563

Cover is underwritten by Lloyds Syndicates.

This insurance is arranged by P J Hayman & Company Limited.

#### 2. Important Conditions Relating to Your Health

It is a condition of the policy that 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 inconvenience benefit and section 6 - Personal accident for any claims arising directly or indirectly from any Existing Medical Condition you have

- a) at the time of taking out or renewing this policy and in the case of Annual Multi-trip, at the time of booking each trip if:
  - i) you have an Existing Medical Condition unless you have consulted us by either telephoning our Medical Screening Service on **0845 230 5000**, or by using the self assessment system on the website **www.free-spirit.com** and we have agreed to provide cover;
  - ii) you have received a terminal prognosis unless declared to our Medical Screening Service and accepted by us;
  - iii) you have any Medical Condition for which you are on a waiting list for or have knowledge of the need for surgery, inpatient treatment, investigation at a hospital, clinic or nursing home or been referred to, or in the care of, a specialist consultant unless declared to our Medical Screening Service and accepted by us;
  - iv) you have any Medical Condition you are aware of but for which you have not had a diagnosis;
  - v) you are aware of any circumstances that could reasonably be expected to give rise to a claim on this policy;
- b) at any time:
  - i) any Medical Condition you have which a Medical Practitioner has advised you not to travel (or would have done so had you sought his/her advice) but despite this you still travel;
  - ii) any surgery, treatment or investigations for which you intend to travel outside your home area to receive (including any expenses incurred due to the discovery of other Medical Conditions during and/or complications arising from these procedures);
  - iii) any Medical Condition for which you are not taking the recommended treatment or prescribed medication as directed by a Medical Practitioner;
  - iv) you travel against any health requirements stipulated by the carrier, their handling agents or any other Public Transport provider.

**If there is a change in health of anyone insured under this policy after you have purchased or at the time of renewing this insurance or booked a trip but before you travel or book a further trip, you must contact the medical prescreening line on 0845 230 5000 as soon as possible. We will tell you if the change in your health will affect your insurance and if cover can continue for further trips you wish to book. If You are not sure whether something is relevant You must tell Us anyway.**

You must also refer to the Definition of Words (see definition of Existing Medical Condition, Medical Condition and Medical Practitioner in the Definition of Words section of the policy wording) and the General Exclusion section of the policy.

### 3. What does my travel insurance cover me for?

This policy is designed to offer protection for your travel arrangements as described in the Significant Features and Benefits table below.

#### Significant Features and Benefits

The following is only a summary of the main cover limits per insured person. You should read the policy for the full terms and conditions. Please refer to your policy schedule for your cover levels chosen.

Section	Cover	Super		Super Duper	
		Limit (up to per person)	Policy Excess (per person)	Limit (up to per person)	Policy Excess (per person)
1	<b>Cancellation or curtailment charges</b>	<b>£2,500</b>	<b>£100</b>	<b>£5,000</b>	<b>£50</b>
2	<b>Emergency medical and other expenses</b> Emergency dental Funeral costs abroad Kennel & cattery costs After care at home following hospitalisation: - Home help - Cosmetic surgery - Dental treatment - Physiotherapy - UK Convalescence after hospitalisation abroad (5 or more days)	<b>£5,000,000</b> £200 £5,000 £500 £500 £3,000 £300 £750 £750	<b>£100</b>	<b>£15,000,000</b> £400 £5,000 £500 £500 £3,000 £300 £750 £750	<b>£50</b>
3	<b>Hospital inconvenience benefit</b>	<b>£1,000</b> (£25 for each 24 hours)	<b>Nil</b>	<b>£1,500</b> (£50 for each 24 hours)	<b>Nil</b>
4	<b>Baggage &amp; passport</b> - single article, pair or set limit - overall limit for valuables <b>Baggage delay</b> <b>Loss of passport</b> <b>Loss or damage to medical aids</b> <b>Loss or damage to prescribed medications</b>	<b>£1,500</b> £300 £500 <b>£150</b> <b>£200</b> <b>£1,000</b> <b>£250</b>	<b>£100</b>   <b>Nil</b> <b>Nil</b> <b>£50</b> <b>£20</b>	<b>£2,500</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>
5	<b>Personal money &amp; documents</b> - cash limit	<b>£500</b> £200	<b>£100</b>	<b>£1,000</b> £300	<b>£50</b>
6	<b>Personal accident</b>  1. Death        2. Loss of limb(s)/sight        3. Permanent total disablement	<b>£10,000</b>  <b>£10,000</b> (aged 16 to 69 years) <b>£5,000</b> (aged 70 years & over) <b>£3,500</b> (aged 15 years & under)  <b>£10,000</b> (aged up to 69 years) <b>£5,000</b> (aged 70 years & over)  <b>£10,000</b> (aged up to 69 years) <b>Nil</b> (aged 70 years & over)	<b>Nil</b>	<b>£20,000</b>  <b>£20,000</b> (aged 16 to 69 years) <b>£5,000</b> (aged 70 years & over) <b>£3,500</b> (aged 15 years & under)  <b>£20,000</b> (aged up to 69 years) <b>£5,000</b> (aged 70 years & over)  <b>£20,000</b> (aged up to 69 years) <b>Nil</b> (aged 70 years & over)	<b>Nil</b>

Section	Cover	Super		Super Duper	
		Limit (up to per person)	Policy Excess (per person)	Limit (up to per person)	Policy Excess (per person)
7	Personal liability	£2,000,000	Nil £100 (damage to trip accommodation)	£2,000,000	Nil £100 (damage to trip accommodation)
8	Financial failure	no cover	-	£2,500	Nil
9	Journey disruption including air space closure	no cover	-	£3,000	Nil
10	Delayed departure	£120 (£30 for each 12 hours)	Nil	£240 (£60 for each 12 hours)	Nil
	Trip cancellation (after 12 hours delay)	£2,500	£100	£5,000	£50
11	Missed departure / missed connection	£750	Nil	£1,500	Nil
12	Travel risks				
	- Hijack/Kidnap	£2,500 (£100 per day)	Nil	£2,500 (£100 per day)	Nil
	- Mugging	£250	Nil	£250	Nil
	- Catastrophe	£750	Nil	£750	Nil
13	Legal expenses	£25,000 (£50,000 policy maximum)	Nil	£25,000 (£50,000 policy maximum)	Nil

**Winter Sports cover is only in force if shown on Your Policy Schedule and the appropriate additional premium has been paid.**

14	Winter sports				
	Ski equipment	£500	£100	£500	£50
	- single article, pair or set limit	£300		£300	
	- ski equipment (hired) limit	£150		£150	
	Delayed ski equipment	£200	Nil	£200	Nil
	Ski pack (loss of)	£300	Nil	£300	Nil
	Piste closure	£300 (£30 per day)	Nil	£300 (£30 per day)	Nil
Avalanche / weather delay	£200	Nil	£200	Nil	

#### 4. What else do I need to know about my travel insurance policy?

See below for some of the exclusions and limitations which apply to the policy. You should read the policy for the full terms and conditions.

##### General Exclusions and Limitations

- Claims under most sections of the policy will be subject to an excess. Where there is an excess, you will be responsible for paying the first part of the claim.
- War risks, civil commotion, terrorism (except under section 2 - Emergency medical and other expenses, section 3 - Hospital inconvenience benefit and section 6 - Personal accident), sonic bangs and radioactive contamination.
- Participation in any activity not shown in the list of Acceptable Activities (see the definition of Acceptable Activities in the Definition of Words section of the policy wording).
- Suicide, self injury, solvent abuse and the use of drugs.
- You drinking too much alcohol resulting in a claim or climbing on or jumping from vehicles, buildings or balconies regardless of the height.
- Travelling to a country, 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 to.

##### Significant or Unusual Exclusions and Limitations

Please refer to 'What you are not covered for' under each section of the policy wording for full details.

##### Section 1 - Cancellation or curtailment charges

- 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.

## **Section 2 - Emergency medical and other expenses**

- Inpatient treatment which has not been notified to and agreed as soon as possible by us or our emergency assistance provider.
- Outpatient treatment and additional related expenses over **£300** unless they have been agreed as soon as possible by us or our emergency assistance provider.
- Any expenses incurred after the date on which we exercise our rights under this section to move you from one hospital to another and/or arrange for your repatriation but you decide not to be moved or repatriated.
- Any expenses incurred as a result of a tropical disease where you have not had the recommended inoculations and/or taken the recommended medication.

## **Section 4 - Baggage and passport**

- 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.
- Baggage or medical aids contained in a unattended motor vehicle between 9pm and 9am, or between 9am and 9pm unless it is in a locked boot or covered from view in a locked car.
- Contact or corneal lenses, hearing aids, dental or medical fittings, satellite navigation equipment, winter sports equipment and other items are excluded - please refer to your policy wording for the full list.

## **Section 5 - Personal money and documents**

- Personal money and travel documents left unattended at any time unless in a hotel safe, safety deposit box or left in your locked accommodation.
- Loss or theft of travellers cheques if you have not complied with the issuers conditions or where the issuer provides a replacement service.

## **Section 9 - Journey Disruption including Air Space Closure**

- Any costs where these are recoverable from Your travel and/or Accommodation provider or for which You receive or are expected to receive compensation or reimbursement.
- Any costs where You received or are expected to receive compensation, damages, refund of tickets, meals, refreshments, Accommodation, transfers, communication facilities or other assistance.
- The cost of Air Passenger Duty (APD) whether irrecoverable or not.
- Circumstances known to You before You purchased this insurance or at the time of booking any Trip which could reasonably have been expected to lead to a claim under this section.

## **Section 10 - Delayed departure and Section 11 - Missed departure/missed connection**

- Strike or industrial action existing or publicly declared by the date this insurance was purchased or the date your trip was booked.
- Claims arising directly or indirectly from volcanic eruptions and/or volcanic ash clouds.
- The cost of Air Passenger Duty (APD) whether irrecoverable or not.

## **Section 14 - Winter sports (optional cover on payment of an additional premium)**

- Anything mentioned in 'What you are not covered for' under section 2 - Emergency medical and other expenses and section 4 - Baggage and passport.

## **5. What is the duration of the contract?**

For Single Trip policies, this will be from the date you arrange cover until your return to your home area but not in any case exceeding the period shown on the policy schedule.

For Annual Multi-trip policies, this will be from the start date of the policy stated on the policy schedule and continues for 12 months from that date. This is an annually renewable policy.

## **6. Do I need to do anything after I have purchased the policy?**

Please remember that it is your responsibility to regularly review your level of cover to ensure it remains adequate. Before you travel and each time you make arrangements to travel in the case of an Annual Multi-trip policy you must tell us about any change in your circumstances which may affect your cover. It is a condition of the policy that you tell us about any changes in medical conditions so that we can tell you if the change in health will affect your insurance and if cover can continue for further trips you may wish to book in the case of Annual Multi-trip policies.

## **7. What cancellation rights do you have?**

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, to P J Hayman & Company Limited, Stansted House, Rowlands Castle, Hampshire PO9 6DX.

Provided you have not travelled and 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.

## 8. How do I make a claim?

- If you are abroad and need medical assistance, please contact our 24-hour medical emergency service on : **+44 (0) 845 260 1549**
- For all other claims, please call : **0845 260 1528** and ask for a claim form.

## 9. What to do if you have a complaint?

AXA Insurance UK PLC aims to provide the highest standard of service to every customer.

If Our service does not meet Your expectations, We want to hear about it so We can try to put things right.

All complaints We receive are taken seriously. The following will help Us understand Your concerns and give a fair response.

### Making Your complaint

If Your complaint relates to your policy or a claim for all sections excluding section 8 - Financial failure, please contact Free Spirit or AXA Insurance UK plc.

### Contact details

The Customer Service Manager

Free Spirit

Rowlands Castle

Hampshire

PO6 9DX

Tel: 023 9241 9002

Or

Head of Customer Relations

AXA Insurance

Civic Drive

Ipswich

IP1 2AN

Tel 01473 205 926

Fax: 01473 205 101

Email: [customercare@axa-insurance.co.uk](mailto:customercare@axa-insurance.co.uk)

### For all complaints relating to section 8 - Financial failure

Please write to the following:

The Managing Director

International Passenger Protection Ltd

IPP House

22-26 Station Road

West Wickham, Kent

BR4 0PR

### Beyond your insurer:

If we have given you our final response and you are still dissatisfied you may refer your case to the Financial Ombudsman Service (Ombudsman). The FOS is an independent body that arbitrates on complaints about general insurance products. It will only consider complaints after we have provided you with written confirmation that our internal complaints procedure has been exhausted. The Ombudsman can be contacted at:

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

Telephone: **0300 123 9123** (freephone number for mobile users) or

**0800 023 4567** (freephone number for a landline).

E mail: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk).

Referral to the FOS will not affect your right to take legal action against us.

## 10. Is the insurer covered by the Financial Services Compensation Scheme (FSCS)?

In the event that the insurers are unable to meet their liabilities you may be entitled to compensation from the Financial Services Compensation Scheme (FSCS).

Further information about the compensation scheme arrangements is available from the FSCS, telephone number **020 7892 7300**, or by visiting their website at [www.fscs.org.uk](http://www.fscs.org.uk).

# Policy Wording

## Single Trip and Annual Multi-trip

### Important Notice

#### Single Trip & Annual Multi-trip Travel Insurance Policy 2012 / 2013 For policies issued from 1st May 2012

##### Underwritten by:

Free Spirit is underwritten by:

For sections 1-7 and 9-14 - AXA Insurance UK plc.

Registered Office:

5 Old Broad Street, London, EC2N 1AD.

Registered in England No. 78950.

For section 8 only - cover is provided by International Passenger Protection Limited and underwritten by Lloyds Syndicates.

Registered Office: IPP House, 22-26 Station Road, West Wickham, Kent BR4 0PR.

Registered in England 2498563.

AXA Insurance UK plc and International Passenger Protection Limited 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](http://www.fsa.gov.uk) or by contacting them on 0845 606 1234.

##### Arranged by:

Free Spirit is arranged by travel insurance specialist: P J Hayman & Company Limited.

P J Hayman & Company Limited is authorised and regulated by the Financial Services Authority. Their FSA register number is 497103.

Registered Office:

P J Hayman & Company Limited, Stansted House, Rowlands Castle, Hampshire, PO9 6DX.

Registered in England - No. 2534965.

##### The law applicable to this policy

You and We can choose the law which applies to this policy. We propose that English law applies. Unless We and You agree otherwise English law will apply to this policy.

##### 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.

##### Statutory cancellation rights

You may cancel this policy within 14 days of receipt of the policy documents (new business) and for Annual Multi-trip policies the renewal date (the cancellation period) by writing to P J Hayman & Company Limited during the cancellation period. Any premium already paid will be refunded to You providing You have not travelled, no claim has been made or is intended to be made and no incident likely to give rise to a claim has occurred.

##### Cancellation outside the statutory period

You may cancel this policy at any time after the cancellation period by writing to Free Spirit, Stansted House, Rowlands Castle, Hampshire, PO9 6DX. If You cancel after the cancellation period no premium refund will be made.

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

##### Non payment of premiums

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

### Important Information

**Thank You** for taking out Free Spirit 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 Us on: 0845 230 5000.

##### 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

To set up and administer Your policy We will hold and use information about You supplied by You and by medical providers. We may send it in confidence for processing to other companies acting on Our instructions including those located outside the European Economic Area.

## Eligibility

This policy is only available to You if:

You are permanently resident in the United Kingdom, the Channel Islands or the Isle of Man;

You are registered with a Medical Practitioner in Your Home Area.

You are in the United Kingdom, the Channel Islands or the Isle of Man at the time of purchasing this policy;

Your Trip starts and ends in the United Kingdom, the Channel Islands or the Isle of Man.

## 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. Financial failure cover begins on the start date shown on the Policy Schedule and finishes at the end of Your 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). Financial failure cover begins on the start date shown on the Policy Schedule or the date You booked Your Trip (whichever is the later) and finishes at the end of Your Trip.

**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.

## Change in health of an Insured

If there is a change in health of anyone insured under this policy after You have purchased or at the time of

renewing this insurance or booked a Trip but before You travel or book a further Trip, You must contact the medical prescreening line on **0845 230 5000** as soon as possible. We will tell You if the change in Your health will affect Your insurance and if cover can continue for further Trips You wish to book. If You are not sure whether something is relevant You must tell Us anyway.

## Renewal of Your policy

If You have Annual Multi-trip cover, We will send You a renewal notice prior to the expiry of the period of insurance as shown on Your Policy Schedule. The terms of Your cover and the premium rates may be varied by Us at the renewal date. We will give You at least 21 days written notice before the renewal date should this happen.

At renewal We will ask You about any changes to Your Health or circumstances and check that You still comply with the 'Important Conditions Relating to Your Health' (page 10) as this may affect the cover provided. If You do not comply with the 'Important Conditions Relating to Your Health' Your insurance may be invalid.

## 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 (**Super**) or 45 days (**Super Duper**).

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

Any Trip solely within Your Home Area 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.

## Annual Multi-trip Geographical Areas

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

**Europe 2** – all countries west of the Ural mountains including Andorra, the Azores, Balearics, Canary Islands, Channel Islands, Corsica, Cyprus, Gibraltar, Iceland, **Isle of Man**, Madeira, Malta, Morocco, Republic of Ireland, San Marino, Sicily, Tunisia, Turkey and the **United Kingdom**

**Worldwide** – excluding Canada, Caribbean, China, Hong Kong, USA but including Egypt and Israel

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

## Single Trip Notes

In the event of early return (including Curtailment), all cover will cease on Your arrival Home.

No cover is available for one-way trips.

### Single Trip Geographical Areas

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

#### United Kingdom & Isle of Man

**Europe 1** - (other than Europe 2 countries as listed below) including: Austria, Azores, Belgium, Bulgaria, Channel Islands, 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.

**Europe 2** - including Europe 1 shown above and the remaining countries west of the Ural mountains and Andorra, Balearics, Canary Islands, Cyprus, Greece, Morocco, Spain, Switzerland, Tunisia, Turkey.

**Australia & New Zealand** (including up to 48 hours stopover in a country within a Worldwide area).

**Worldwide** - (including Egypt and Israel) including Egypt and Israel but excluding Canada, Caribbean, China, Hong Kong & USA.

**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.

1. It is a condition of this policy that 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 inconvenience benefit and section 6 - Personal accident for any claims arising directly or indirectly from:
  - a) at the time of taking out this policy, or in the case of Annual Multi-trip, at the time of booking each Trip if:
    - i) You have an Existing Medical Condition unless You have consulted Us by either telephoning Our Medical Screening

Service on **0845 230 5000**, or by using the self assessment system on the web-site **www.free-spirit.com** and We have agreed to provide cover;

- ii) You have received a terminal prognosis unless declared to Our Medical Screening Service and accepted by Us;
  - iii) You have any Medical Condition for which You are on a waiting list for or have knowledge of the need for surgery, inpatient treatment, investigation at a hospital, clinic or nursing home or been referred to, or in the care of, a specialist consultant unless declared to Our Medical Screening Service and accepted by Us;
  - iv) You have any Medical Condition You are aware of but for which You have not had a diagnosis;
  - v) any Medical Condition affecting You, a Close Relative, a Travelling Companion or a Close Business Associate that You are aware of that could reasonably be expected to result in a claim under this policy.
- b) at any time:
    - i) any Medical Condition You have which a Medical Practitioner has advised You not to travel (or would have done so had You sought his/her advice) but despite this You still travel;
    - ii) any surgery, treatment or investigations for which You intend to travel outside of Your Home Area to receive (including any expenses incurred due to the discovery of other Medical Conditions during and/or complications arising from these procedures);
    - iii) any Medical Condition for which You are not taking the recommended treatment or prescribed medication as directed by a Medical Practitioner;
    - iv) You travel against any health requirements stipulated by the carrier, their handling agents or any other Public Transport provider.
2. **If there is a change in health of anyone insured under this policy after You have purchased or at the time of renewing this insurance or booked a trip but before You travel or book a further Trip, You must contact the medical prescreening line on 0845 230 5000 as soon as possible. We will tell You if the change in Your health will affect Your insurance and if cover can continue for further Trips You wish to book.**

You should also refer to the General Exclusions (page 26).

## 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/Yourself/Insured Person**

All person(s) within the age limit, the names of whom are provided at the time of premium payment, being resident in the UK, Channel Islands or Isle of Man and registered with a Medical Practitioner in Your Home Area. Each person is separately insured, with the exception of Children/Grandchildren unless travelling with an insured adult.

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

AXA Insurance UK plc., Registered office 5 Old Broad Street, London EC2N 1AD on all sections except section 8 which is arranged by International Passenger Protection Limited, Registered office IPP House, 22-26 Station Road, West Wickham, Kent BR4 0PR and is underwritten by Lloyds Syndicates.

### **Acceptable Activities**

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

abseiling, archery, athletics, badminton, banana boat rides, baseball, basketball, beach games, bowls, bungee jump (1), camel/elephant riding\*, canoeing (Grades 1-3, life jacket & helmet must be worn), clay pigeon shooting\*, climbing wall, cricket, cross country running, curling, cycling (leisure only), fell walking/running (no climbing), fencing, fishing (incl. deep sea fishing), flying (as a fare paying passenger in a fully licensed passenger carrying aircraft), football, go-karting\* (within organisers' guidelines), golf, gymnastics, hiking (under 2,000m altitude), hockey, horse riding (up to 7 days, no competitions, rodeo, polo, hunting or jumping – riding hat must be worn), hot air ballooning (organised pleasure rides only, not piloting, licensed operator only), husky dog rides, ice skating (rink), jet boating\* (no racing), jet ski-ing\*, jogging, kayaking (Grades 1-3, life jacket & helmet must be worn), manual work\* (bar & restaurant, waitress, waiter, chalet maid, au pair, nanny & occasional light manual work including retail work & fruit picking but excluding the use of power tools, machinery), marathon running, motorcycling\* up to 125cc on public roads (no racing - safety helmet to be worn & must possess a licence allowing You to ride an equivalent motorcycle in the UK or Channel Islands), netball, non manual work (including professional administrative or clerical duties only), orienteering (no climbing & under 2,000m altitude), paintballing\* (with eye protection), parascending/parasailing (over water), passenger on a ski-doo\* (not driving), passenger on a snowmobile\* (not driving), pony trekking (riding hat must be worn), racing (on foot), racquetball, rafting (Grades 1-3, life jacket & helmet must be worn), rambling (under

2,000m altitude), ringoes, river canoeing (Grades 1-3, life jacket & helmet must be worn), roller skating/roller blading (wearing pads & helmet), rounders, rowing (no racing), running-sprint/long distance, safari (organised by a bona-fide tour operator), sail boarding, scuba diving (down to 30 metres if qualified and not diving alone or down to 18 metres if not qualified and must be accompanied by a qualified instructor), sea fishing (deep sea), shooting\* (range only), skate boarding (wearing pads & helmet), sleigh rides/sledging, snorkelling, softball, squash, surfing (under 14 days), tennis, track events (on foot only), trekking (under 2,000m altitude), volleyball, wakeboarding, war games\* (with eye protection), water polo, water ski-ing, white water rafting (Grades 1-3, life jacket & helmet must be worn), windsurfing, yachting/catamaran/dinghy sailing (passenger only, inside territorial waters), yoga, zorbing and if the appropriate additional premium has been paid Winter Sports (as defined)

Note: cover under section 7 - Personal liability is excluded for those sports and activities marked with a \*

### **Accommodation**

A hotel, motel, holiday park, holiday camp, bed and breakfast, holiday cottage or similar accommodation rented for a fee.

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

### **Carer**

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

### **Catastrophe**

Avalanche, explosion, fire, flood, hurricane, lightning, local government directive, medical epidemic, storm or tempest.

### **Channel Islands**

Jersey, Guernsey, Alderney, Sark and Herm.

### **Children/Grandchildren**

Persons aged up to and including 18 years of age.

### **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, civil partner, 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).

### **Curtailement / Curtail**

Cutting short the Trip, either by return to Your Home Area or to attend a hospital outside Your Home Area as an inpatient or being confined to Your Accommodation on the orders of a Medical Practitioner. Claims will be based on the lost proportion (each complete night) of Your Accommodation costs which You have not used.

### **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 Your Home begins.

### **Existing Medical Condition**

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

### **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.

### **Hijack**

The unlawful seizure or wrongful exercise of control of the aircraft (or the crew thereof) in which You are travelling as a passenger.

### **Home**

Your normal place of residence in the United Kingdom, Channel Islands or the Isle of Man.

### **Home Area**

For residents of the United Kingdom excluding Channel Islands and the Isle of Man, Your home area means the United Kingdom, excluding Channel Islands and the Isle of Man.

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

### **Kidnap**

Your unlawful capture and detention in excess of 24 hours.

### **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 which will 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.

### **Medical Aids**

Wheelchairs, walking frames and sticks, 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, recognised by the law of the country where they are practising and who is not related to You or any person with whom You are travelling.

### **Mugging**

A violent attack on You with a view to theft by person(s) not previously known to You.

### **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 relevant occupation 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 and phonecards all held for private purposes.

### **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. Where applicable, the policy excess is **£100 (Super)** and **£50 (Super Duper)** for the first amount of each claim, per section, for each separate incident payable per Insured Person. There is an excess of **£100 (Super)**

and **(Super Duper)** per incident under section 7 Personal liability for damage to Trip Accommodation.

A reduced excess of **£20 (Super)** and **(Super Duper)** will be deducted under section 4 Baggage & passport in respect of loss or damage to prescribed medications.

### **Policy Schedule**

This is Your proof of insurance. It will show details of You, the period of insurance and the cover You have opted for.

### **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 with the same employer 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.

### **Travelling Companion**

Any person that has booked to travel with You on Your Trip.

### **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 Your Home Area.

### **Unattended**

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

### **United Kingdom / UK**

England, Scotland, Wales and Northern Ireland.

### **Valuables**

Audio equipment and ancillary items, binoculars, communication equipment, audio and audio visual equipment and accessories, mobile telephones, smart phones 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, satellite navigation systems, 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.

# Your Insurance Cover

## Section 1 - Cancellation or Curtailment Charges

Cancellation or curtailment charges cover will not apply if You have opted to delete this section.

### What You are covered for

We will pay up to **£2,500 (Super)** or **£5,000 (Super Duper)** in respect of unused travel and Accommodation costs (including excursions up to **£250 (Super)** or **£500 (Super Duper)**) which You have paid or are contracted to pay and which You cannot recover from any other source together with any reasonable additional travel expenses incurred if Your Trip is necessarily and unavoidably cancelled or Curtailed as a result of any of the following events occurring:

1. The unforeseen Bodily Injury, illness, death or complications arising as a direct result of pregnancy of:
  - a) You
  - b) Your Travelling Companion(s)
  - c) any person with whom You have arranged to reside temporarily
  - d) Your Close Relative residing in Your Home Area
  - e) Your Close Business Associate.
2. 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.
3. Redundancy (which qualifies for payment under current United Kingdom Redundancy payment legislation and at the time of booking the Trip there was no reason to believe anyone would be made redundant) of You or Your Travelling Companion(s).
4. 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.
5. The Police requesting You to remain at or return to Your Home due to serious damage to Your Home caused by fire, aircraft, explosion, storm, flood, subsidence, malicious persons or theft.

### Special conditions relating to claims

1. You must obtain a medical certificate from a Medical Practitioner and the 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, or complications arising as a direct result of pregnancy.
2. 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 (at Your own expense) a medical certificate from either a registered mental health professional if You are under the care of a Community Mental Health Team or if not, from a consultant specialising in the relevant field; or
  - b) any other Bodily Injury, illness or complications arising as a direct result of pregnancy, You must provide (at Your own expense) a medical certificate from a Medical Practitioner; stating that this necessarily and reasonably prevented You from travelling.

### What You are not covered for

1. The Policy Excess, as shown in the Significant Features and Benefits on page 4, of each and every claim per incident per Insured Person.
2. Cancellation charges in excess of those shown in the booking conditions of the travel or Accommodation provider or surcharges levied increasing basic brochure prices.
3. Circumstances that could reasonably have been anticipated at the time the Trip was booked or when You purchased this insurance.
4. 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.
5. Curtailment claims where Our Emergency Medical Assistance Service has not been contacted and authorisation obtained.
6. Your loss of enjoyment of the Trip, however caused.
7. Failure to obtain the necessary passport, visa or permit required for Your Trip.
8. 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).
9. Normal pregnancy, without any accompanying Bodily Injury, illness or complication. This section is designed to provide cover for unforeseen events, accidents and illnesses and normal childbirth does not constitute an unforeseen event.
10. The cost of Your unused original tickets where Our Emergency Assistance Service or We have arranged and paid for You to come Home following Curtailment of the Trip. If however You have not purchased a return ticket, We reserve the right to deduct the cost of an economy flight from any additional costs We have incurred which are medically necessary to repatriate You to Your Home.
11. The cost of Air Passenger Duty (APD) whether irrecoverable or not.
12. Any claims arising directly or indirectly from Your misconduct or misconduct by any person who

You are travelling with or have arranged to travel with leading to dismissal, Your/their resignation, voluntary redundancy, You/their entering into a compromise agreement, or where You/they had received a warning or notification of redundancy before You purchased this insurance or at the time of booking any Trip.

13. Travel tickets paid for using any airline mileage or supermarket reward scheme (for example Avios), unless evidence of specific monetary value can be provided.
14. Anything in the General Exclusions (page 26) or anything shown as not covered in the 'Important Conditions Relating to Your Health' (page 10).

## Section 2 - Emergency Medical and Other Expenses including Additional Cover on Your Return

### A. Emergency Medical and Other Expenses

#### What You are covered for

We will pay up to **£5,000,000 (Super)** and **£15,000,000 (Super Duper)** for the following expenses which are necessarily incurred within 12 months of the incident as a result of Your suffering unforeseen Bodily Injury, illness or complications as a direct result of pregnancy outside Your Home Area:

- a) reasonable and necessary emergency medical treatment expenses, ambulance charges and similar costs, hospital fees and emergency dental treatment costs up to **£200 (Super)** and **£400 (Super Duper)** for the immediate relief of pain only, additional accommodation (room only) expenses necessarily incurred and payable until such time as, when in the opinion of the Medical Practitioner in attendance and Our medical advisers, You are fit to travel;
- b) with the prior authorisation of the Emergency Assistance Service, reasonable and necessary additional costs incurred to repatriate You to Your Home if it is medically necessary;
- c) necessary travel and Accommodation (room only) expenses of one relative or friend, or a qualified nurse who in the opinion of the Medical Practitioner in attendance and Our medical advisers is needed to accompany You, because of Your disability;
- d) 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 **£5,000** towards the cost of burial or cremation expenses in the country where death occurs;
- e) 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;

- f) if Your domestic 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, illness or disease, to pay up to **£500**.

### B. Additional cover on Your return Home following hospitalisation abroad

#### Aftercare

We will pay You up to the amounts shown below for treatment given, prescribed or costs authorised by a Medical Practitioner in Your Home Area and agreed by Us following Bodily Injury or illness resulting from inpatient treatment during a Trip outside of Your Home Area:

- a) up to **£500** for the employment of a home help provided this was not available to You before Your Trip
- b) up to **£3,000** for the cost of emergency cosmetic medical treatment to repair damage to Your soft facial tissue
- c) up to **£300** towards dental treatment
- d) up to **£750** for the cost of further physiotherapy treatment

#### Convalescence

We will pay You up to **£750** towards the cost of a convalescence trip in Your Home Area in the event that You are hospitalised for more than 5 days outside Your Home Area and We have accepted Your claim under section 2, Emergency medical and other expenses. Your Free Spirit policy will be extended to cover Your convalescence trip up to a maximum of 31 days.

#### Special conditions relating to claims

1. You must give notice as soon as possible to Our Emergency Medical Assistance Service of any Bodily Injury or illness which necessitates Your admittance to hospital as an inpatient 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 Your Home at any time during the Trip. We will do this if in the opinion of Our Emergency Medical Assistance Service or Us (based on information provided by the Medical Practitioner in attendance), You can be moved safely and/or travel safely to Your Home to continue treatment.
3. We may instruct You to return Home if Our medical advisors and the Medical Practitioner treating You decide that You can safely return Home. If You refuse to be repatriated all cover under the policy will cease.
4. You must send Us written confirmation (at Your own expense) from the appropriate kennel or cattery confirming the amount of additional fees that You have had to pay together with the dates for which these were payable.
5. **Aftercare** - You must send Us written confirmation (at Your own expense) from Your

Medical Practitioner in the United Kingdom or Channel Islands of the need for treatment.

6. **Convalescence** - the convalescence Trip must be taken within 3 months of Your return to Your Home Area. You will need to provide receipts for Your Trip.

#### **What You are not covered for**

1. The Policy Excess, as shown in the significant features and benefits on page 4, of each and every claim per incident per Insured Person.
2. Normal pregnancy, without any accompanying Bodily Injury, illness or complication. This section is designed to provide cover for unforeseen events, accidents and illnesses and normal childbirth would not constitute an unforeseen event.
3. Inpatient treatment or private treatment which has not been notified to and agreed as soon as possible by Us or Our Emergency Assistance provider.
4. Outpatient treatment and additional related expenses over **£300** unless they have been agreed as soon as possible by Us or Our Emergency Assistance provider.
5. Replenishing supplies of any medication which You know You will need at the time of departure or which will have to be continued outside of Your Home Area.
6. Any expenses incurred within Your Home Area.
7. Any form of cosmetic surgery and/or treatment which in the opinion of a Medical Practitioner could reasonably be delayed until Your return Home.
8. Any expenses incurred by You visiting another person in hospital.
9. Expenses incurred more than 12 months after the commencement date of the injury or illness.
10. Charges for private room accommodation.
11. Treatment or services provided by a convalescent or nursing home or any rehabilitation centre.
12. Ongoing treatment in existence at the time of travel which has not been agreed by Us in writing.
13. Any expenses which are not usual, reasonable or customary to treat Your Bodily Injury, illness or disease.
14. 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.
15. Any expenses incurred after the date on which We exercise our rights under this section to move You from one hospital to another and/or arrange for Your repatriation but You decide not to be moved or repatriated.
16. Any expenses incurred as a result of a tropical disease where You have not had the recommended inoculations and/or taken the recommended medication.
17. Your participation in Winter Sports unless this cover is shown on Your Policy Schedule and the additional premium has been paid.

18. Any expenses incurred in England, Scotland, Wales, Northern Ireland, Isle of Man or Channel Islands which are:
  - i. for private treatment, or
  - ii. funded by, or are recoverable from the Health Authority in Your Home Area, or
  - iii. are funded by a reciprocal health agreement (RHA) between these countries and/or Islands.
19. The cost of taxi fares, other than those for travel to or from hospital relating to Your admission, discharge, attendance for outpatient treatment or appointments or for collection of medication prescribed by the hospital.
20. Any claim where Your pet's stay does not exceed the pre-booked period of Accommodation.
21. The cost of Your unused original tickets where Our Emergency Assistance Service or We have arranged and paid for You to return to Your Home, if You cannot use the return ticket. If however You have not purchased a return ticket, We reserve the right to deduct the cost of an economy flight from any additional costs We have incurred which are medically necessary to repatriate You to Your Home.
22. Anything in the General Exclusions (page 26) or anything shown as not covered in the 'Important Conditions Relating to Your Health' (page 10).

### **Section 3 - Hospital Inconvenience Benefit**

#### **What You are covered for**

We will pay **£25 (Super)** and **£50 (Super Duper)** each complete 24 hours (up to **£1,000 (Super)** and **£1,500 (Super Duper)** maximum) in the event of You being admitted to hospital abroad as an inpatient 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 & other expenses.

#### **Special conditions relating to claims**

1. You must give notice as soon as possible to Our Emergency Medical Assistance Service of any Bodily Injury or illness which necessitates Your admittance to hospital as an inpatient.
2. In the event of Your Bodily Injury or illness We may exercise our rights under this section to move You from one hospital to another and/or arrange for Your repatriation. Should You refuse to be repatriated, We will not make any further payment to You.

#### **What You are not covered for**

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 if in the opinion of Our Emergency Medical Assistance Service or Us (based on information provided by the Medical Practitioner in attendance), can be delayed reasonably until Your return Home.
  - c) 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 Our Emergency Medical Assistance Service it is safe to do so.
  - f) Hospitalisation occurring in England, Scotland, Wales, Northern Ireland, Isle of Man or Channel Islands and relating to either private treatment or tests, surgery or other treatment, the costs of which are funded by a reciprocal health agreement (RHA) between these countries and/or Islands, or are funded by or recoverable from the Health Authority in Your Home Area.
2. Anything mentioned in the Important Conditions Relating To Your Health (page 10) and the General Exclusions (page 26).

#### Section 4 - Baggage and Passport

Baggage and passport cover will not apply if You have opted to delete this section.

##### What You are covered for

1. We will pay up to **£1,500 (Super)** or **£2,500 (Super Duper)** 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, (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) £300 for any one single article, Pair or Set.
  - b) £500 for the total for all Valuables.
2. We will also pay up to:
  - a) **£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 You within 12 hours, provided written confirmation is obtained and sent to Us from the carrier, confirming the number of hours the Baggage was delayed;

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

- b) **£200** for reasonable additional travel and accommodation expenses incurred necessarily abroad to obtain a replacement of Your lost or stolen passport;
- c) **£1,000 (Super)** or **£2,000 (Super Duper)** 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;
- d) **£250 (Super)** or **£500 (Super Duper)** for the accidental loss of, theft of or damage to Your prescribed medications.

##### Special conditions relating to claims

1. You must report to the local Police within 24 hours of discovery or as soon as possible after that and obtain a written report of the loss, theft or attempted theft of all Baggage/Medical Aids.
2. If Baggage/Medical Aids 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 Baggage/Medical Aids 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.

##### What You are not covered for

1. The Policy Excess, as shown in the significant features and benefits on page 4, of each and every claim per incident (other than Baggage delay and loss of passport claims) for each Insured Person.
2. Loss, theft of or damage to Valuables or Your passport left Unattended at any time (including in a vehicle or in the custody of carriers) unless deposited in a hotel safe, safety deposit box or left in Your locked Accommodation.
3. Loss, theft of or damage to Baggage/Medical Aids 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, 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, and damage to suitcases (unless the suitcases are entirely unusable as a result of one single incidence of damage).

5. Breakage or damage to fragile articles, paintings, works of art, sculptures, musical instruments and household goods unless the breakage or damage is caused by fire, theft or in an accident to the vehicle in which they are being carried.
6. Loss or damage due to breakage of sports equipment or damage to sports clothing whilst in use.
7. 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.
8. 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. Perishable goods, bottles, cartons and any damage caused by them or their contents.
10. Property more specifically insured elsewhere.
11. Loss or damage due to leakage of powder or liquid carried within Your Baggage/Medical Aids.
12. Winter Sports equipment.
13. Loss or damage due to delay, confiscation or detention by customs or other authority.
14. Anything mentioned in the General Exclusions (page 26).

### Section 5 - Personal Money and Documents

#### What You are covered for

We will pay up to **£500 (Super)** with a cash limit of **£200** or **£1,000 (Super Duper)** with a cash limit of **£300** 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.

#### Special conditions relating to claims

1. You must report to the local Police within 24 hours of discovery or as soon as possible after that and obtain a written report of the loss, theft or attempted theft of all Personal Money and Travel Documents.
2. If Personal Money and Travel Documents are lost, stolen or damaged while in the care of Your Accommodation provider You must report to them, in writing, details of the loss, theft or damage and obtain written confirmation.
3. 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

1. The Policy Excess, as shown in the significant features and benefits on page 4, of each and

every claim per incident for each Insured Person. Note: If a claim is also being made under section 4 - Baggage and passport, only one excess per person per incident will be deducted.

2. 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.
3. Loss, theft of or damage to travellers' cheques if You have not complied with the issuers conditions or where the issuer provides a replacement service.
4. Loss or damage due to depreciation in value, variations in exchange rates or shortages due to error or omission.
5. Loss or damage due to delay, confiscation or detention by customs or other authority.
6. Anything mentioned in the General Exclusions (page 26).

### Section 6 - Personal Accident

#### What You are covered for

Benefits per Insured Person	15 years & under	16 to 69 years	70 years & over
<b>Super</b>			
1. Death	£3,500	£10,000	£5,000
2. Loss of Limb(s)/ Sight	£10,000	£10,000	£5,000
3. Permanent Total Disablement	£10,000	£10,000	Nil

#### Super Duper

1. Death	£3,500	£20,000	£5,000
2. Loss of Limb(s)/ Sight	£20,000	£20,000	£5,000
3. Permanent Total Disablement	£20,000	£20,000	Nil

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

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.
2. Benefit payable under 1 will be paid to the deceased Insured Person's estate.

### **What You are not covered for**

1. Your participation in Winter Sports unless this cover is shown on Your Policy Schedule and the additional premium has been paid.
2. The contracting of any disease or illness.
3. The injection or ingestion of any substance.
4. Anything mentioned in the General Exclusions (page 26).

## **Section 7 - Personal Liability**

### **What You are covered for**

We will pay up to **£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 one event or source of original cause in respect of accidental:

1. Bodily Injury, death, illness or disease to any person who is not in Your employment or who is not a Close Relative or Travelling Companion(s) 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 or Travelling Companion(s), anyone in Your employment or any member of Your household other than any temporary Trip Accommodation occupied (but not owned) by You.

### **Special conditions relating to claims**

1. You must give Us written notice as soon as possible of any incident, which may give rise to a claim.
2. You must forward every letter, writ, summons and process to Us as soon as You receive it.
3. You must not admit any liability or pay, offer to pay, promise to pay or negotiate any claim without Our written consent.
4. We will be entitled if We so desire to take over and conduct in Your name the defence of any claims for compensation 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.

### **You are not covered for**

1. The Policy Excess, as shown in the significant features and benefits on page 5, of each and every claim arising from the same incident claimed for

under this section in relation to any temporary Trip Accommodation occupied by You.

2. Compensation or legal costs arising directly or indirectly from:
  - a) liability which has been assumed by You under agreement unless the liability would have attached in the absence of such agreement;
  - b) pursuit of any business, trade, profession or occupation or the supply of goods or services;
  - c) 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;
  - d) the transmission of any communicable disease or virus;
  - e) ownership or occupation of land or buildings (other than occupation only of any temporary Trip Accommodation where We will not pay for the first **£100** of each and every claim arising from the same incident);
  - f) 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.
  - g) 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;
  - h) any liability arising in respect of any willful or criminal act or assault.
3. Anything mentioned in the General Exclusions (page 26).

## **Section 8 - Financial Failure (Super Duper only)**

### **What You are covered for**

We will pay up to **£2,500** for:

1. Irrecoverable sums paid in advance in the event of insolvency of the travel or Accommodation provider not forming part of an inclusive holiday prior to departure;
- or**
2. In the event of insolvency after departure:
  - a) additional pro rata costs incurred by the Insured Person in replacing that part of the travel arrangements to a similar standard of transportation as enjoyed prior to the curtailment of the travel arrangements
  - or**
  - b) if Curtailment of the holiday is unavoidable - the cost of return transportation to Your Home Area to a similar standard to that enjoyed prior to the curtailment of the travel arrangements

- provided that** in the case of 2(a) and (b) above where practicable You shall have obtained Our approval prior to incurring the relevant costs by contacting Us as set out in the Claims Conditions on pages 27 and 28.
3. Any losses that are not directly associated with the incident that caused You to claim are limited to **£1,500**. For example, loss due to being unable to reach Your pre booked hotel, villa, car hire or cruise following the financial failure of an airline.

#### **What You are not covered for**

1. Travel or Accommodation not booked within the United Kingdom, Channel Islands or Isle of Man prior to departure.
2. The financial failure of:
  - a) any travel or Accommodation provider in Chapter 11 or any threat of insolvency being known at the date of issue of Your Policy Schedule;
  - b) any travel or Accommodation provider who is bonded or insured elsewhere (even if the bond is insufficient to meet the claim);
  - c) any travel agent, tour organiser, booking agent or consolidator with whom the Insured Person has booked travel or Accommodation.
3. Any loss for which a third party is liable or which can be recovered by other legal means.
4. Anything mentioned in the General Exclusions (page 26).

### **Section 9 - Journey Disruption including Air Space Closure (Super Duper only)**

#### **What You are covered for**

If as a result of:

- i) an airport, port or airspace You are travelling from or through being closed for more than 24 hours from the date and time of Your scheduled departure as shown on Your ticket/itinerary and Your departure is delayed or cancelled, and no other suitable alternative flight could be provided within 24 hours;
- ii) Your flight being diverted or re-directed after takeoff or;
- iii) You being denied boarding (because there are too many passengers for the seats available) and no other suitable alternative flight could be provided within 12 hours;
- iv) You having to move to other Accommodation on arrival or at any other time during the Trip because You cannot use Your booked Accommodation due to the insolvency of the Accommodation providers, agents, fire, flood, earthquake, explosion, volcanic eruption and/or volcanic ash clouds, tsunamis, landslide, avalanche, hurricane, storm or an outbreak of food poisoning or an infectious disease;

- v) Your Trip being cancelled or curtailed before completion as a result of the Travel Advice Unit of the Foreign and Commonwealth Office (FCO) or the World Health Organisation (WHO) or regulatory authority in a country to/from which You are travelling issuing a directive:
  - a. prohibiting all travel or all but essential travel to; or
  - b. recommending evacuation from the country or specific area or event to which You were travelling, providing the directive came into force after You purchased this insurance or booked the Trip (whichever is the later), or in the case of Curtailment after You had left Your Home Country to commence the Trip.

#### **We will pay**

- A. £50** for each 12 hour delay up to a maximum of **£250** in respect of delayed departure provided You eventually travel; **or**
- B.**
  - a) up to **£3,000** 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;
  - b) up to **£1,000** for reasonable additional Accommodation (room only) and transport costs incurred up to the standard of Your original booking which You cannot recover from any other source;
  - c) up to **£200** for unused kennel, cattery or professional pet sitter fees which You have paid or are contracted to pay and which You cannot recover from any other source.

**Note:** You may only claim under either **A.** or **B.** of the above section of cover or under section 1 – Cancellation or Curtailment Charges, section 10 – Delayed departure/Trip cancellation, section 11 – Missed departure /missed connection or section 12 - Travel risks if the same costs and charges are also covered, not under each section.

#### **Special condition relating to claims**

1. If You fail to notify the travel agent, tour operator, provider of transport or Accommodation as soon as You find out it is necessary to cancel the Trip the amount We will pay will be limited to the cancellation charges that would have applied otherwise.
2. All claims must be supported by documentary evidence that you have been unable to obtain a refund from your travel and/or accommodation provider.
3. You must get (at your own expense) written confirmation from the public transport operator (or their handling agents) of the cancellation, number of hours of delay or denied boarding and the reason for these together with details of any alternative transport or Accommodation offered.
4. Payment for additional Accommodation will only be considered where Your carrier or

handling agents have not been able to offer You suitable alternative Accommodation and/or travel arrangements.

5. You must check in, according to the itinerary supplied to You unless Your tour operator has requested You not to travel to the Departure Point.
  6. You must comply with the terms of contract of the travel agent, tour operator or provider of transport.
  7. You must get (at Your own expense) written confirmation from the provider of the Accommodation the local police or relevant authority that You could not use Your Accommodation and the reason for this.
  8. You must comply with the terms of contract of the public transport operator and seek financial compensation, assistance or a refund of Your ticket from them, in accordance with the terms and/or (where applicable) Your rights under EU Air Passengers Rights legislation in the event of denied boarding, cancellation or long delay of flights.
10. The cost of Air Passenger Duty (APD) whether irrecoverable or not.
  11. Circumstances known to You before You purchased this insurance or at the time of booking any Trip which could reasonably have been expected to lead to a claim under this section.
  12. Your disinclination to travel, for whatever cause.
  13. Travel tickets paid for using any airline mileage reward scheme, (for example Avios) unless evidence of specific monetary value can be provided.
  14. Accommodation costs paid for using any Timeshare, Holiday Property Bond or other holiday points scheme, in addition any property maintenance costs or fees incurred by You as part of Your involvement in such schemes are not covered.
  15. Any unused travel costs arising from the insolvency of Your transport provider.
  16. Any cost if Your Trip was booked as part of a package holiday (as more fully described under The Package Travel, Package Holidays and Package Tour Regulations 1992) except under:
    - a) subsection **A. What You are covered for, We will pay,**  
or
    - b) subsection **B. What You are covered for, We will pay** any cost relating to travel/transport and Accommodation costs and kennel, cattery or professional pet sitter fees which do not form part of Your package holiday.
  17. claims arising directly or indirectly from:
    - a) strike, industrial action or a directive prohibiting all travel or all but essential travel, to the country or specific area or event to which You were travelling, existing or being publicly announced by the date You purchased this insurance or at the time of booking any Trip.
    - b) an aircraft or sea vessel being withdrawn from service (temporary or otherwise) on the recommendation of the Civil Aviation Authority, Port Authority or any such regulatory body in a country to/from which You are travelling.
    - c) denied boarding due to Your drug use, alcohol or solvent abuse or Your inability to provide a valid passport, visa or other documentation required by the public transport operator or their handling agents.
  18. Anything in the General Exclusions (page 26) or anything shown as not covered in the 'Important Conditions Relating to Your Health' (page 10).

#### **What You are not covered for**

1. The Policy Excess, as shown in the significant features and benefits on page 5, of each and every claim per incident per Insured Person.
2. Trips where you do not have a return date scheduled at the time the airspace, airport or port is closed.
3. Deposits, unused travel and Accommodation costs or unused kennel, cattery or professional pet sitter fees in excess of those shown in the booking conditions of the travel or Accommodation provider or for which You receive or are expected to receive compensation or reimbursement.
4. Any costs where these are recoverable from Your travel and/or Accommodation provider.
5. Any costs where You received or are expected to receive compensation, damages, refund of tickets, meals, refreshments, Accommodation, transfers, communication facilities or other assistance.
6. Any costs incurred by You which are recoverable from Your credit/debit card provider or for which You receive or are expected to receive compensation or re-imbusement.
7. Any accommodation costs, charges and expenses where the public transport operator has offered reasonable alternative travel arrangements.
8. Any costs for normal day to day living such as food and drink which you would have expected to pay during Your Trip.
9. Any claim for administration costs charged by Your travel and/or Accommodation provider in respect of obtaining a refund or documentary evidence in support of Your claim.

## Section 10 - Delayed Departure

### What You are covered for

Delayed departure caused as a result of:

- a) strike; or
- b) industrial action; or
- c) adverse weather conditions; or
- d) mechanical breakdown of or a technical fault occurring in the scheduled aircraft sea vessel or train on which You are booked to travel:

### We will pay

1. **£30 (Super)** or **£60 (Super Duper)** for each 12 hour delay up to a maximum of **£120 (Super)** or **£240 (Super Duper)** for 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; or
2. up to a maximum of **£2,500 (Super)** or **£5,000 (Super Duper)** if the outward journey is delayed for more than 12 hours, You may opt to abandon Your Trip and claim irrecoverable cancellation costs.

### Notes:

- a) You may claim under sub-sections 1) or 2) but not both.
- b) You may claim only under section 9 – Journey Disruption, including air space closure, section 10 – Delayed departure or section 11 – Missed departure / missed connection, not under each section.

### Special conditions relating to claims

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

### What You are not covered for

1. The Policy Excess, as shown in the significant features and benefits on page 5, of each and every claim per incident for each Insured Person under sub-section 2 only.
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;
  - c) Volcanic eruptions and/or volcanic ash clouds.
3. For subsection 2. only of **What You are Not Covered for:**
  - a) The cost of Air Passenger Duty (APD) whether irrecoverable or not
  - b) Travel tickets paid for using any airline mileage or supermarket reward scheme (for example Avios), unless evidence of specific monetary value can be provided

4. Anything mentioned in the General Exclusions (page 26).

## Section 11 – Missed Departure/ Missed Connection

### What You are covered for

We will pay up to **£750 (Super)** or **£1,500 (Super Duper)** in respect of reasonable additional Accommodation (room only) and travel expenses necessarily incurred to reach the overseas destination or to reach Your Home due to:

- i. 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
- ii. the private motor vehicle in which You were travelling suffering from a mechanical breakdown or failure; or
- iii. 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
- iv. the outward or inward flight being delayed, to include Your missing a connecting flight.

**Note:** You may claim only under section 9 – Journey Disruption, including air space closure, section 10 – Delayed departure or section 11 – Missed departure/ missed connection, not under each section.

### Special conditions relating to claims

1. 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.
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 You are not covered for

1. Expenses (such as food or drink) that You would have incurred during the normal course of Your Trip.
2. Strike or industrial action existing or being publicly announced by the date You purchased this insurance or at the time of booking any Trip.
3. Your failure to allow sufficient time to get to the Departure Point.
4. Claims not supported by a written report from the appropriate authorities.
5. 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 such regulatory body in a country to/from which You are travelling.
6. Your failure to arrive at the Departure Point in time to board any connecting Public Transport after Your departure on the initial international outbound and return legs of the Trip.
7. The breakdown of any vehicle owned by You which has not been serviced properly and maintained in accordance with the manufacturer's instructions.

8. Additional expenses where the scheduled Public Transport operator has offered reasonable alternative travel arrangements.
9. Claims arising directly or indirectly from volcanic eruptions and/or volcanic ash clouds.
10. Anything mentioned in the General Exclusions (page 26).

## **Section 12 - Travel Risks**

### **What you are covered for**

We will pay :

1. **£100** per day up to **£2,500** in total, each complete day You are either Hijacked or Kidnapped.
2. **£250** if You are hospitalised for a complete period of 24 hours and You receive inpatient hospital treatment which is covered under section 2 - Emergency medical and other expenses as a direct result of a Mugging while on Your Trip.
3. up to **£750** for reasonable additional accommodation and travel expenses necessarily incurred in the event that Your Trip is disrupted by a Catastrophe.

### **What you are not covered for**

1. Circumstances already known at the time of taking out this insurance or booking the Trip.
2. Claims not supported by a written report from the appropriate authorities.
3. Your decision not to remain in Your booked Accommodation when official directives from local authorities state it is acceptable to do so.
4. Any expenses recoverable from the tour operator, airline, hotel or provider of services.
5. In respect of item 1 - Hijack and Kidnap:
  - any claims arising out of any act(s) by You which would be considered as an offence by a court of Your Home Area if they had been committed in Your Home Area.
  - any claim where the detainment, interment or Hijack of You has not been reported or investigated by the Police or local authority.
6. In respect of item 2 - Mugging:
  - You must give notice as soon as possible to the Emergency Assistance Service of any Bodily Injury which necessitates Your admittance to hospital as an inpatient.
  - You must report the Mugging to the Police as soon as possible and obtain from them (at Your own expense) a written report of the incident.
  - You must obtain (at Your own expense) written confirmation of Your injuries and the period of inpatient treatment from the hospital.
7. In respect of item 3 - Catastrophe:
  - claims arising directly or indirectly from volcanic eruptions and/or volcanic ash clouds.
8. Anything mentioned in the General Exclusions (page 26).

## **Section 13 - Legal Expenses**

### **What You are covered for**

Up to **£25,000** 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.

### **Special conditions relating to claims**

1. We shall have complete control over the legal proceedings and the appointment and control of a lawyer.
2. You must follow the legal representatives advice and provide any information and assistance required.
3. We must have access to any and/or all the legal representatives file of papers.
4. Where there are two or more Insured Persons insured under this policy, then the maximum amount We will pay for all such claims shall not exceed **£50,000**.
5. We may include a claim for Our costs and 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.

### **What You are not covered for**

1. 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.
2. Costs and expenses incurred prior to the granting of support by Us.
3. 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.
4. Where, in Our opinion, there is insufficient prospect of success in obtaining a reasonable benefit.
5. Any claim emerging from the pursuance to a contingent fee agreement between You and Your council.
6. Any claim for travel and Accommodation expenses, which You have incurred whilst pursuing legal action.
7. Any claim arising from You pursuing legal proceedings as part (or) on behalf of a group or organisation.
8. Any claim for legal costs where You are pursuing legal action relating directly or indirectly to medical negligence or alleged medical negligence.

9. Any claim against Your Family or Travelling Companion(s).
10. We will not be liable for any claim where legal costs and expenses are based directly or indirectly on the amount of an award.
11. This insurance will not extend to covering You in pursuit of any appeal except at Our sole discretion.
12. 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.
13. Legal costs and expenses incurred prior to Our written acceptance of the case.
14. Any claim where legal costs and expenses are variable depending on the outcome.
15. Legal costs and expenses incurred if an action is brought in more than one country.
16. Any claim where in Our opinion the estimated amount of compensation payment is less than **£1,000** for each Insured Person.
17. Travel, Accommodation and incidental costs incurred to pursue a civil action for compensation.
18. The cost of any appeal.
19. Claims by You other than in Your private capacity.
20. Anything mentioned in the General Exclusions (page 26).

## Section 14 - Winter Sports

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 **£500** in respect of loss or damage to Your own Ski Equipment taken with You or purchased on Your Trip but subject to £300 in respect of a single article, Pair or Set and £150 loss of hired Ski Equipment which is Your responsibility.

#### Delayed Ski Equipment

We will pay up to **£200** 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 **£300** for a proportional refund following the loss of use of Your Ski Pack following Your Bodily Injury or illness (as confirmed by Your treating Medical Practitioner).

#### Piste Closure

We will pay up to **£300 (£30 per day)** for each day that the resort is closed, 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.

**Note:** this cover only applies outside of the United Kingdom and is only available during the published ski season for Your resort.

#### Avalanche / Weather Delay

We will pay up to **£200** 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, lack of snow or severe weather conditions.

#### Ski Equipment (own) and Delayed Ski Equipment

##### Special conditions relating to claims:

1. Anything mentioned in 'Special Conditions relating to claims' under section 4 – Baggage & passport. Any reference to 'Baggage' means 'Ski Equipment'.

##### What You are not covered for:

1. The Policy Excess, as shown in the significant features and benefits on page 5, of each and every claim per incident for each Insured Person - Ski Equipment (own) only.
2. Anything mentioned in 'What You are not covered for' under section 4 – Baggage & passport (exclusion 12. does not apply). Any reference to 'Baggage' means 'Ski Equipment'.
3. Anything mentioned in the General Exclusions (page 26).

#### Basis of claims settlement

##### – Ski Equipment

The amount payable will be the value at today's prices less a deduction for wear and tear and depreciation as shown below. We may at Our option replace, reinstate or repair the lost or damaged Ski Equipment.

- 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%

#### Ski Pack (loss of)

##### What You are not covered for:

1. Anything mentioned in 'What You are not covered for' under section 2 – Emergency medical & other expenses (although the Policy Excess does not apply).
2. You must provide (at Your own expense) written confirmation from a Medical Practitioner that the accidental injury or sickness prevented You from using Your Ski Pack.
3. Anything mentioned in the General Exclusions (page 26).

## **Piste Closure**

### **What You are not covered for:**

1. Expenses (such as food or drink) that You would have incurred during the normal course of Your Trip.
2. Lack of snow, severe weather conditions or avalanche conditions known or public knowledge at the time the Trip was booked or when You purchased this insurance.
3. Anything mentioned in the General Exclusions (page 26).

## **Avalanche / Weather Delay**

### **Special conditions relating to claims :**

1. You must obtain written confirmation from the resort management of the avalanche, its effect on skiing facilities and confirmation of the closure and the dates applicable.

### **What You are not covered for:**

1. Expenses (such as food or drink) that You would have incurred during the normal course of Your Trip.
2. Avalanche, lack of snow or severe weather conditions known or public knowledge at the time the Trip was booked or when You purchased this insurance.
3. Any circumstances where transport costs, compensation or alternative skiing facilities are offered to You.
4. Anything mentioned in the General Exclusions (page 26).

## General Conditions

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

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

1. 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 6 – Personal accident).
2. You must take and cause to be taken all reasonable precautions to avoid injury, illness, disease, loss, theft or damage and take and cause to be taken all practicable steps to safeguard Your property from loss or damage and to recover property lost or stolen.

## 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 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 the proportions of or amounting to an uprising, military or usurped power;
  - b) Terrorism - this exclusion does not apply to section 2 - Emergency medical & other expenses, section 3 - Hospital inconvenience benefit and section 6 - Personal accident;
  - 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:
    - jumping or diving from piers, walls or rocks (including tombstoning and shorediving);
    - climbing on top of or jumping from a vehicle;
    - jumping from a building or balcony;
    - climbing or moving from any external part of any building to another part (apart from stairs) and falling, regardless of its height; unless Your life is in danger or You are attempting to save human life.
- 2) 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 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, illness or disease.
- 3) any loss due to currency exchange of any and every kind.
  - f) You being under the influence of drugs (except those prescribed by Your registered Medical Practitioner, but not when prescribed for the treatment of drug addiction);
  - g) Your abuse or prior abuse of solvents,
  - h) You drinking too much alcohol or alcohol abuse where it is reasonable foreseeable that such consumption could result in an impairment of Your faculties and/or judgment resulting in a claim. We do not expect You to avoid alcohol on Your Trips or holidays but We will not cover any claims arising because You have drunk so much alcohol that your judgment is seriously affected and You need to make a claim as a result.
    - i) delay, confiscation, detention, requisition, damage, destruction or any prohibitive regulations by Customs or other Government Officials or Authorities of any country;
    - j) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
    - k) radioactive, toxic, explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
    - l) pressure waves caused by aircraft and other aerial devices travelling at sonic or super sonic speeds;
    - m) 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 (WHO) or similar body has advised against all or all but essential travel (other than claims arising from You not being able to travel and use Your booked Accommodation or Curtailing the Trip before completion, as provided for under subsection v) of What You are covered for under Section 9 - Journey disruption including air space closure cover when **Super Duper** cover has been selected and the appropriate premium paid).

## Claims Conditions

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

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

- 1. Claims Notification** (for sections 1-7 and 9-14): You must notify Us at the following address: Free Spirit Claims Department, P J Hayman & Company Limited (Claims Department), Stansted House, Rowlands Castle, PO9 6DX or by telephone: **0845 260 1528** (9am - 5pm, Monday - Friday excluding Bank Holidays) or fax: **023 9241 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. Claims Notification** (for section 8 - Financial failure only)

You must notify Us, at the following address, of any occurrence which may give rise to a claim and should be advised as soon as reasonably practicable and in any event within 14 days to: International Passenger Protection Claims Office, IPP House, 22-26 Station Road, West Wickham, Kent BR4 0PR or

- by telephone: **+44 (0)20 8776 3752**
- by fax: **+44 (0)20 8776 3751**
- by e mail: **info@ipplondon.co.uk**

IPP will only accept claims submitted up to six months after the failure. Any claims submitted after the six month period will NOT be processed.

- 3. 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.

- 4. 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.

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

- 1. 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.

- 2. 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.

- 3. Emergency medical expenses**

Contact Our Emergency Assistance provider immediately if You are admitted as an inpatient.

4. **Personal accident**  
Obtain a certificate from the treating Medical Practitioner or specialist. In the event of death, We will require sight of an original copy of the Death Certificate.
5. **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). You will need to obtain an estimate for repair or a letter confirming that the damage is irreparable.
6. **Delay of Baggage / Ski Equipment in transit**  
Retain Your tickets/luggage tags and report the matter 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.
7. **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 or as soon as possible after that) 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.
8. **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.
9. **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.
10. **Legal expenses**  
Provide a detailed account of the circumstances surrounding the event (including, photographs and video evidence if this applies) as soon as possible after 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.
11. **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

### Making Yourself heard

AXA Insurance UK plc aims to provide the highest standard of service to every customer.

If Our service does not meet Your expectations, We want to hear about it so We can try to put things right.

All complaints We receive are taken seriously. The following will help Us understand Your concerns and give a fair response.

### Making Your complaint

If Your complaint relates to Your policy or a claim for all sections excluding section 8 - Financial failure, please contact Free Spirit or AXA Insurance plc.

### Contact details

The Customer Service Manager  
Free Spirit  
Rowlands Castle  
Hampshire  
PO6 9DX

Tel: 023 9241 9002

Or

Head of Customer Relations  
AXA Insurance  
Civic Drive  
Ipswich  
IP1 2AN  
Tel 01473 205 926  
Fax: 01473 205 101  
Email: [customercare@axa-insurance.co.uk](mailto:customercare@axa-insurance.co.uk)

### For all complaints relating to section 8 - Financial failure

Please write to the following:

The Managing Director  
International Passenger Protection Ltd  
IPP House  
22-26 Station Road  
West Wickham, Kent  
BR4 0PR

### Beyond Your insurer:

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

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

The Ombudsman can be contacted at:

Insurance Division, Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR  
Telephone: **0300 123 9123** (freephone number for mobile users) or **0800 023 4567** (freephone number for a landline).

E mail: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk).

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

Our promise to You:

- Acknowledge written complaints promptly.
- Investigate quickly and thoroughly.
- Keep You informed of progress.
- Do everything possible to resolve Your complaint.
- Learn from Our mistakes.
- Use information from complaints to continuously improve Our service.

Calls are recorded and monitored.

## Financial Services Compensation Scheme (FSCS)

AXA Insurance UK plc and International Passenger Protection Limited are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme in the unlikely event We cannot meet Our obligations to You. This depends on the type of insurance, size of the business and the circumstances of the claim. Further information about the compensation scheme arrangements is available from the FSCS, telephone number **020 7892 7300** or by visiting their website at [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 Emergency Assistance Service. 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 Emergency Assistance Service. They will direct You to an appropriate medical facility and may be able to guarantee costs on Your behalf.

When contacting Free Spirit Emergency Assistance Service please state that You are insured under Free Spirit travel insurance.

By telephone: **+44 (0) 845 260 1549**

If You experience any difficulty in reaching Our Free Spirit Emergency Assistance Service, please call **+44 (0) 292 047 4136**

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

### Hospital Treatment Abroad

If You are admitted to hospital You must contact Free Spirit Emergency Assistance Service as soon as possible.

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 Home.

### Returning Home Early

If You have to return Home under section 1 - Cancellation or Curtailment charges or section 2 - Emergency medical & other expenses, You must contact Free Spirit Emergency Assistance Service to authorise this.

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

## Reciprocal Health Arrangements

### European Health Insurance Card (EHIC)

- 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.ehic.org.uk](http://www.ehic.org.uk)** or by calling: **0845 606 2030**.

### 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)**



## Important Telephone Numbers

### **24hr Emergency Assistance**

**+44 (0) 845 260 1549**

**+44 (0) 292 047 4136**

### **Claims**

(9am-5pm, Monday to Friday excluding Bank Holidays)

**0845 260 1528**

### **Customer Services**

(8am -6pm, Monday to Friday excluding Bank Holidays)

**0845 230 5000**

Calls may be recorded and monitored

This Policy is available in large print, audio and Braille.

Please contact us by telephone on **0845 230 5000**

We will be pleased to organise an alternative version for you.