

Insurance Providers

This insurance is provided by AXA Insurance UK plc who are authorised and regulated by the Financial Conduct Authority.

Section	Title	Limit
A	Cancellation or curtailment charges	£5,000
B	Emergency medical and other expenses	£10,000,000
	Emergency dental treatment	£200
	Funeral expenses abroad	£1,500
C	Hospital benefit	£1,000 (£20 per day)
D	Personal accident	£25,000 (subject to age)
E*	Baggage	£1,500
	Single article limit	£250
	Total for all valuables	£300
	Emergency replacement of baggage	£150
F	Personal Money	£250 cash (£50 if under 16) and £250 other money and documents
	Passport	£300
G	Personal liability	£2,000,000
H	Delayed departure	£250 (£20 after 5 hours and £20 per 12 hours delay thereafter)
	Abandonment of trip	£5,000 (after 5 hours delay)
I	Missed departure	£500
J	Legal expenses and assistance	£25,000
K	Extended kennel and/or cattery fees	£250
L*	Ski equipment	£500
	Hired ski equipment	£250
M*	Ski equipment hire	£250 (£25 per day)
N*	Ski pack	£500
	Lost lift pass	£150
O*	Piste closure	£300 (£30 per day)
P*	Avalanche or landslide cover	£300

Please note that sections Q to U are not detailed in this certificate wording. You will receive a separate endorsement wording if you have selected any of these covers. Please contact your Broker/Agent if these have not been sent to you.

Section	Title	Limit
Q*	Cruise benefit extension cover	
	Extended baggage cover	£2,500
	Single article limit	£750
	Total for all valuables	£500
	Each missed shore trip	£25
	Confined to your cabin due to illness	£300 (£15 per day)
R*	Business benefit extension cover	
	Business equipment	£750
	Single article limit	£500
S*	Wedding/Civil partnership cover	
	Wedding rings	£300 per person
	Wedding gifts	£750 per couple
	Wedding attire	£1,000 per person
	Photographs/video recordings	£500 per couple
T*	Travel Disruption cover	
	Before you reach your destination:	£5,000 (including up to £200 for taxis and hire cars)
	Cancellation or abandonment of your trip after 5 hours delay or	
	Additional expenses to reach your destination	
	Delayed departure compensation (to help pay for meals and refreshments)	£100 (£20 after 5 hours and £20 per 12 hours delay thereafter)
	Missed departure expenses	£500
	While you are at your destination:	£5,000 (including up to £200 for taxis and hire cars)
	Alternative accommodation or abandonment of trip	
	On the way home:	£5,000 (including up to £200 for taxis and hire cars)
	Additional expenses to return home or if you have to stay longer abroad	
	Delayed departure compensation (to help pay for meals and refreshments)	£100 (£20 after 5 hours and £20 per 12 hours delay thereafter)
	Missed departure expenses	£500
U*	Golf cover	
	Loss of green fees	£300 (£75 per day)
	Golf equipment	£1,000
	Delayed golf equipment	£300
	Golf equipment hire	£200 (£25 per day)
	Liability for golf buggies whilst in use	£2,000,000

*These sections maybe operative or inoperative. Please refer to your certificate validation document for details.

Introduction

This is **your** travel insurance certificate. 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 certificate validation document which must be attached to the certificate.

In return for having accepted **your** premium **we** will in the event of **bodily injury**, death, illness, disease, loss, theft, damage, legal liability or other specified events happening within the **period of insurance** provide insurance in accordance with the operative sections of **your** certificate as referred to in **your** certificate validation document.

The certificate validation document and any endorsements are all part of the certificate. **Your** certificate is evidence of the contract of insurance.

United Kingdom residents

This certificate is only available to **you** if **you** are permanently resident in the **United Kingdom** and registered with a **medical practitioner** in the **United Kingdom**.

The Law applicable to this certificate

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

Age eligibility

This certificate is not available to anyone aged 85 or over if annual multi trip cover is selected. If **you** reach the age of 85 during the **period of insurance**, cover will continue until the next renewal date but not thereafter.

If single trip is selected there is no age limit, if long stay cover is selected this certificate is not available to anyone aged 66 or over.

Certificate excess

Under most sections of the certificate, claims will be subject to an excess. This means that **you** will be responsible for paying the first part of each and every claim per incident claimed for under each section by each **insured person**, unless **you** have paid the additional premium to waive the excess. You can as an alternative select a higher excess in return for a premium discount. If you have selected either of these options this will be shown in the certificate validation document.

Helplines

Please carry this certificate with **you** in case of an emergency.

Certificate information or advice

If **you** would like more information or if **you** feel the insurance may not meet **your** needs, please contact the broker/agent who sold **you your** certificate.

AXA Insurance

AXA Insurance UK plc is authorised and regulated by the Financial Conduct Authority. This can be checked on the FCA's register by visiting the FCA's website at www.fca.org.uk/register or by contacting them on 0845 606 1234.

Definitions

These definitions apply throughout **your** certificate booklet. Where **we** explain what a word means, that word will appear highlighted in bold print and have the same meaning wherever it is used in the certificate. **We** have listed the definitions alphabetically.

Baggage

means luggage, clothing, personal effects, **valuables** and other articles (but excluding **business equipment, ski equipment, golf equipment, personal money** and documents of any kind) which belong to **you** (or for which **you** are legally responsible) which are worn, used or carried by **you** during any **trip**.

Bodily injury

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

Business equipment

means items used by **you** in support of **your** business activity including office equipment which is portable by design including, but not restricted to, personal computers, telephones and calculators.

Business trip

means a **trip** taken wholly or in part for business purposes but excluding manual work.

Close business associate

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

Close relative

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

Couple

means **you** and **your close relative** who lives with **you** in a domestic relationship at the same address as **you**.

Curtailment / Curtail

means either:

- a) abandoning or cutting short the **trip** by direct early return to **your home area**, in which case claims will be calculated from the day **you** returned to **your home area** and based on the number of complete days of **your trip you** have not used, or
- b) by attending a hospital outside **your home area** as an in-patient or being confined to **your** accommodation abroad due to compulsory quarantine or on the orders of a **medical practitioner**, in either case for a period in excess of 48 hours. Claims will be calculated from the day **you** were admitted to hospital or confined to **your** accommodation and based on the number of complete days for which **you** were hospitalised, quarantined or confined to **your** accommodation.

Family cover

means up to two adults and any number of their children, step children, foster children or grandchildren aged under 18 (or aged under 22 if in full time education), accompanying the parents or legal guardian insured on the same policy travelling on any **trip** to the same destination. Under annual multi trip cover either adult is also insured to travel on their own, but the children are only insured when travelling with one or both of the insured adults, (or accompanied by another responsible adult).

Golf equipment

means golf clubs, golf balls, golf bag, golf trolley and golf shoes.

Geographical Destinations

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

Europe - United Kingdom, Republic of Ireland, the Continent of Europe west of the Ural Mountains, Iceland, the Mediterranean Islands, Madeira, Azores and the Canary Islands.

Worldwide Excluding USA, Canada, Caribbean islands - Any country in the World excluding USA, Canada, Caribbean islands.

Worldwide Including USA, Canada, Caribbean islands - Any country in the World.

Home

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

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 the Isle of Man, **your home area** means the Channel Islands or the Isle of Man depending on where **your home** is.

Medical condition

- means any disease, illness or injury.

Medical practitioner

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

Period of insurance

- means if annual multi trip cover is selected: the period for which **we** have accepted the premium as stated in the certificate validation document. During this period any **trip** not exceeding 31, 45, 62 or 92 days (whichever is stated in the certificate validation document) is covered, but limited to 17 days in total in each **period of insurance** for winter sports (if **you** have paid the appropriate winter sports premium to include this cover). Under these certificates Section A - Cancellation cover shall be operative from the date stated in the certificate validation document or the time of booking any **trip** (whichever is the later) and terminates on commencement of any **trip**.

- means if single trip cover is selected: the period of the **trip** and terminating upon its completion, but not in any case exceeding the period shown in the certificate validation document. Under these certificates Section A - Cancellation cover shall be operative from the time **you** pay the premium.

For all other sections of the certificate, whichever cover is selected, the insurance starts when **you** leave **your home** or for a **business trip** **your** place of business in the **United Kingdom** (whichever is the later) to start the **trip** and ends at the time of **your** return to **your home** or place of business in the **United Kingdom** (whichever is the earlier) on completion of the **trip**.

However any **trip** that had already begun when **you** purchased this insurance will not be covered, except where **you** renew an existing annual multi trip certificate which fell due for renewal during the **trip**.

The period of insurance is automatically extended for the period of the delay in the event that **your** return to **your home area** is unavoidably delayed due to an event insured by this certificate.

Personal money

- means 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, phone cards, money cards and credit/debit or pre-pay charge cards all held for private purposes.

Pre-existing medical condition

- means:

- a) Any respiratory condition (relating to the lungs or breathing), heart condition, stroke, Crohn's disease, epilepsy or cancer for which **you** have ever received treatment (including surgery, tests or investigations by **your** doctor or a consultant/specialist and prescribed drugs or medication).

b) Any **medical condition** for which **you** have received surgery, in-patient treatment or investigations in a hospital or clinic within the last twelve months.

c) Any **medical condition** for which **you** are taking prescribed drugs or medication.

Public transport

- means any publicly licensed aircraft, sea vessel, train, coach or bus on which **you** are booked or had planned to travel.

Secure baggage area

- means any of the following, as and where appropriate:

- a) The locked dashboard, boot or luggage compartment of a motor vehicle
- b) The locked luggage compartment of a hatchback vehicle fitted with a lid closing off the luggage area, or of an estate car with a fitted and engaged tray or roller blind cover behind the rear seats
- c) The fixed storage units of a locked motorised or towed caravan
- d) A locked luggage box, locked to a roof rack which is itself locked to the vehicle roof.

Single parent cover

- means one adult and any number of his or her children, step children, foster children or grandchildren aged under 18 (or aged under 22 if in full time education), accompanying the parent insured on the same policy, travelling on any **trip** to the same destination. Under annual multi trip cover the adult is also insured to travel on their own, but the children are only insured when travelling with the insured adult, (or accompanied by another responsible adult).

Ski equipment

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

Terrorism

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

Trip

- means any holiday, business or pleasure trip or journey made by **you** within the area of travel shown under trip type in the certificate validation document which begins and ends in **your home area** during the **period of insurance** but excluding one way trips or journeys.

If annual multi trip cover is selected any such **trip** not exceeding 31, 45, 62 or 92 days (whichever is stated in the certificate validation document) is covered, but limited to 17 days in total in each **period of insurance** for winter sports (if **you** have paid the appropriate winter sports premium to include this cover). In addition any trip solely within **your home area** is only covered where **you** have pre - booked at least two nights accommodation in a hotel, motel, holiday camp, bed and breakfast, holiday cottage or similar accommodation rented for a fee. Each trip under annual multi trip cover is considered to be a separate insurance, with the terms, definitions, exclusions and conditions contained in this certificate applying to each trip.

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

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

Valuables

- means jewellery, gold, silver, precious metal or precious or semiprecious stone articles, watches, furs, cameras, camcorders, portable satellite navigation systems, photographic audio video computer television and telecommunications equipment (including MP3/4 players, CD's, DVD's, tapes, films, cassettes, cartridges and headphones), computer games and associated equipment, telescopes and binoculars.

We/Us/Our

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

You/Your/Yourself/Insured person

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

General conditions applicable to the whole certificate

You must comply with the following conditions to have the full protection of **your** certificate.

If **you** do not comply **we** may at **our** option cancel the certificate or refuse to deal with **your** claim or reduce the amount of any claim payment.

1. Dual insurance

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

2. Reasonable precautions

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

3. Cancellation

Statutory cancellation rights

You may cancel this certificate within 14 days of receipt of the certificate documents (new business) and for annual certificates the renewal date (the **cancellation period**) by writing to your insurance broker / agent 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 certificate at any time after the **cancellation period** by writing to the address above/shown in **your** certificate validation document. If **you** cancel after the **cancellation period** no premium refund will be made.

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

Claims conditions

You must comply with the following conditions to have the full protection of **your** certificate.

If **you** do not comply **we** may at **our** option cancel the certificate or refuse to deal with **your** claim or reduce the amount of any claim payment.

1. Claims

You must contact **us** by phone if **you** want to make a claim using the relevant number given below, depending on the type of claim:

All claims except legal expenses 0845 850 5193

Legal expenses only 01737 815084

The claim notification must be made within 31 days or as soon as possible thereafter following any **bodily injury**, illness, disease, incident, event, redundancy or the discovery of any loss, theft or damage which may lead to a claim under this certificate.

You must also tell **us** if **you** are aware of any writ, summons or impending prosecution. Every communication relating to a claim must be sent to **us** immediately. **You** or anyone acting on **your** behalf must not negotiate admit or repudiate (refuse) any claim without **our** permission in writing.

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**. **You** should refer to the section under which **you** are claiming for further details of the evidence that **we** need to deal with **your** claim.

We reserve the right to require **you** to undergo an independent medical examination at **our** expense. **We** may also request and will pay for a postmortem examination.

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

2. Subrogation (transferring of rights)

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

3. Fraud

You must not act in a fraudulent manner.

If **you** or anyone acting for **you**

- a) Make a claim under the certificate knowing the claim to be false or fraudulently exaggerated in any respect or
 - b) Make a statement in support of a claim knowing the statement to be false in any respect or
 - c) Submit a document in support of a claim knowing the document to be forged or false in any respect or
 - d) Make a claim in respect of any loss or damage caused by **your** wilful act or with **your** connivance
- Then
- a) **we** shall not pay the claim
 - b) **we** shall not pay any other claim which has been or will be made under the certificate
 - c) **we** may at **our** option declare the certificate void
 - d) **we** shall be entitled to recover from **you** the amount of any claim already paid under the certificate
 - e) **we** shall not make any return of premium
 - f) **we** may inform the Police of the circumstances.

Important conditions relating to health

You must comply with the following conditions to have the full protection of **your** certificate.

If **you** do not comply **we** may at **our** option cancel the certificate or refuse to deal with **your** claim or reduce the amount of any claim payment.

1. It is a condition of this certificate that **you** will not be covered under Section A – Cancellation or curtailment charges, Section B – Emergency medical and other expenses, Section C – Hospital benefit and Section D – Personal accident for any claims arising directly or indirectly from:
 - a) At the time of taking out this certificate:
 - i) Any **pre-existing medical condition** that **you** have unless **you** have contacted the medical screening line on 01371 878578 and **we** have agreed to provide cover
 - ii) Any **medical condition** for which **you** have received a terminal prognosis
 - iii) Any **medical condition** **you** are aware of but for which **you** have not had a diagnosis
 - iv) Any **medical condition** for which **you** are on a waiting list for or have knowledge of the need for surgery, treatment or investigation at a hospital, clinic or nursing home
 - v) Any circumstances **you** are aware of that could reasonably be expected to give rise to a claim on this certificateunless **you** have been given **our** agreement.
 - b) At any time:
 - i) Any **medical condition** **you** have in respect of which a **medical practitioner** has advised **you** not to travel (or would have done so had **you** sought his/her advice), but despite which **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) **Your** travel against any health requirements stipulated by the carrier, their handling agents or any other **public transport** provider.
2. If **your** health changes after the start date of **your** certificate and the date **your** travel tickets or confirmation of booking were issued, **you** must contact the broker/agent who sold you your certificate to make sure your cover is not affected.

You should also refer to the General exclusions applicable to all sections of the certificate below.

General exclusions applicable to all sections of the certificate

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

1. War risks, civil commotion and terrorism

War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, **terrorism**, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power but this exclusion shall not apply to losses under Section B – Emergency medical and other expenses, Section C – Hospital benefit and Section D – Personal accident unless such losses are caused by nuclear, chemical or biological attack, or the disturbances were already taking place at the beginning of any **trip**.

2. Radioactive contamination

Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste, from combustion of nuclear fuel, the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component of such assembly.

3. Sonic bangs

Loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

4. Date change

The failure or fear of failure or inability of any equipment or any computer programme, whether or not **you** own it, to recognise or to interpret correctly or process any date as its true calendar date, or to continue to function correctly beyond that date.

5. Winter sports

Your participation in winter sports unless the appropriate winter sports premium has been paid, in which case cover will apply under those sections shown as covered for winter sports in **your** certificate validation document for:

- a) the winter sports specified in the list on page 6 and
- b) any other winter sports shown as covered in **your** certificate validation document

for a period of no more than 17 days in total in each **period of insurance** under annual multi trip certificates and for the period of the **trip** under single trip and long stay certificates.

6. Professional sports or entertaining

Your participation in or practice of any professional sports or professional entertaining.

7. Other sports or activities

Your participation in or practice of any other sport or activity, manual work or racing unless:

- a) specified in the list on page 6 or
- b) shown as covered in **your** certificate validation document.

8. Suicide, drug use, alcohol or solvent abuse

Your wilfully, self-inflicted injury or illness, suicide or attempted suicide, sexually transmitted diseases, solvent abuse, alcohol abuse, drug use (other than drugs taken in accordance with treatment prescribed and directed by a **medical practitioner**, but not for the treatment of drug addiction), and putting **yourself** at needless risk (except in an attempt to save human life).

9. Unlawful action

Your own unlawful action or any criminal proceedings against **you**.

10. Additional loss or expense

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.*

11. Armed Forces

Operational duties of a member of the Armed Forces (other than claims arising from authorised leave being cancelled due to operational reasons, as provided for under sub section 4. of Section A – Cancellation or curtailment charges).

12. Travelling against FCO or WHO advice

Your travel to a country, specific area or event to which the Travel Advice Unit of the Foreign & Commonwealth Office (FCO) 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 the extended cancellation or curtailment cover under Section T – Travel Disruption cover when operative).

Sports and activities covered

The following lists detail the sports and activities that this certificate will cover. If **you** are participating in any other sports or activities not mentioned, please contact the broker/agent who sold **you your** certificate as **we** may be able to offer cover for an additional premium. Details of those sports and activities for which **you** have purchased cover will be added to **your** certificate validation document.

No cover under Section G – Personal liability for those sports or activities marked with *

Covered as standard without charge

abseiling (within organisers guidelines)
administrative, clerical or professional occupations
aerobics
amateur athletics (track and field)
archaeological digging
archery
assault course
badminton
banana boating
baseball
basketball
beach games
billiards/snooker/pool
body boarding (boogie boarding)
bowls
* camel riding
canoeing (up to grade 2 rivers)
* clay pigeon shooting
climbing (on climbing wall only)
cricket
croquet
curling
cycling (no racing)
deep sea fishing
* driving any motorised vehicle for which **you** are licenced to drive in the **United Kingdom** (other than in motor rallies or competitions)
elephant riding/trekking
falconry
fell walking/running
fencing
fishing
fives
flying as a fare paying passenger in a fully licensed passenger carrying aircraft
football (amateur only and not main purpose of **trip**)
*glass bottom boats/bubbles
* go karting (within organisers guidelines)
golf
handball
horse riding (excluding competitions, racing, jumping and hunting)
hot air ballooning (organised pleasure rides only)
*hovercraft driving/passenger
hurling (amateur only and not main purpose of **trip**)
indoor climbing (on climbing wall)

* jet boating (no racing)
* jet skiing (no racing)
jogging
*karting (no racing)
kayaking (up to grade 2 rivers)
korfball
mountain biking (no racing)
netball
octopush
orienteering
* paint balling/war games (wearing eye protection)
pony trekking
*power boating (no racing and non-competitive)
* quad biking (no racing)
racket ball
rambling
refereeing (amateur only)
ringos
roller skating/blading/in line skating (wearing pads and helmets)
rounders
rowing (no racing)
running (non-competitive and not marathon)
safari trekking (must be organised tour)
*sailing/yachting (if qualified or accompanied by a qualified person and no racing)
sand boarding
sand dune surfing/skiing
sand yachting
scuba diving up to depth of 18 metres (if qualified or accompanied by qualified instructor and not diving alone)
* shooting/small bore target/rifle range shooting (within organisers guidelines)
skateboarding (wearing pads and helmets)
sledging (not on snow)
snorkelling
softball
spear fishing (without tanks)
*speed sailing
squash
students working as counsellors or university exchanges for practical course work (non manual)
surfing
swimming
swimming with dolphins

swimming/bathing with elephants
Sydney harbour bridge (walking across roped together)
table tennis
*tall ship crewing (no racing)
ten pin bowling
tennis
trampoline
tree canopy walking
trekking/hiking/walking up to 2,500 metres above sea level

tug of war
volleyball
wake boarding
water polo
water skiing/water ski jumping
whale watching
wind surfing/sailboarding
wind tunnel flying (pads and helmets to be worn)
zip lining/trekking (safety harness must be worn)
zorbng/hydro zorbng/sphering

Covered if the appropriate winter sports premium has been paid

No cover under Section G – Personal liability for those sports or activities marked with *

airboarding
big foot skiing
blade skating
dry slope skiing
glacier skiing/walking
husky dog sledding (organised, non-competitive with local driver)
*ice go karting (within organisers guidelines)
ice skating
*ice windsurfing
kick sledging
ski – blading
ski boarding

ski run walking
skiing on piste**
skiing – mono
skiing - off piste with a guide**
sledging/tobogganing
* sledging/sleigh riding as a passenger (pulled by horse or reindeer)
snow blading
snow boarding on piste**
snow boarding - off piste with a guide**
snow shoe walking
snow tubing
winter walking (using crampons and ice picks only)

** A piste is a recognised and marked ski run within the resort boundaries.

Emergency and medical service

Contact the Emergency Assistance Service on:
From anywhere in the World +44 (0)2920 474145
From the United Kingdom 02920 474145
Fax +44 (0)2920 468797
email assistance@global-response.co.uk

Ref: SunWorld Travel Insurance

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

Medical assistance abroad

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

Payment for medical treatment abroad

If **You** are admitted to a hospital/clinic while abroad, the Emergency Assistance Service will arrange for medical expenses covered by the policy to be paid direct to the hospital/clinic. To take advantage of this benefit someone must contact the Emergency Assistance Service for **You** as soon as possible. Private medical treatment is not covered unless authorised specifically by your Emergency Assistance provider. Contact the Emergency Assistance Services on telephone number +44 (0)2920 474145

Outpatient treatment excluding North America and the United Kingdom

If **You** need outpatient medical treatment, please provide a copy of **Your** validation certificate to the doctor and **Your** treatment will be paid for by HealthWatch S.A in line with **Your** policy. You will need to pay any **Excess** at the time of treatment. Note: Some clinics may not wish to settle their bill directly with **Us** and **You** may be asked to pay for **Your** treatment and claim this back upon **Your** return.

For United Kingdom and North America outpatient cases only please contact +44(0) 2920 474145



If you require Out Patient treatment you must provide a copy of your policy schedule to the treating doctor / clinic at the time of treatment so that they can contact HealthWatch S.A (EXCEPT FOR NORTH AMERICA AND THE UNITED KINGDOM) to obtain authorisation for your treatment, in line with your policy wording. You are responsible for any policy excess and this should be paid by you at the time of treatment.

Instructions to Doctors/Clinics:

In order to have your invoices paid quickly, please send your invoice together with a copy of the policy schedule (clearly showing the policy number and names) and any supporting documentation related to the outpatient treatment (Medical report, cost breakdown) by email to newcase@healthwatch.gr

You must include your bank account details, IBAN no's and / or Swift code for payment to be processed electronically.

Out Patient Department Fax: 00 30 2310256455 or 0030 2310 254160 E-mail: newcase@healthwatch.gr

Out Patient Department Tel: 00302310681167.

For United Kingdom and North America outpatient cases only please contact +44(0) 2920 474145

Reciprocal health agreements

EU, EEA or Switzerland

If **You** are travelling to countries within the European Union (EU), the European Economic Area (EEA) or Switzerland **You** are strongly advised to obtain a European Health Insurance Card (EHIC) application from **Your** local Post Office. **You** can also apply either online through www.dh.gov.uk/travellers or by telephoning 0845 606 2030. This will entitle **You** to benefit from the reciprocal health care arrangements which exist between countries within the EU/EEA or Switzerland. In the event of liability being accepted for a medical expense which has been reduced by the use of a European Health Insurance Card **We** will not apply the deduction of **Excess** under Section 2 – Medical Emergency or Repatriation.

Australia

If **You** require medical treatment in Australia **You** must enrol with a local MEDICARE office. **You** do not need to enrol on arrival but **You** must do this after the first occasion **You** receive treatment. In-patient and out-patient treatment at a public hospital is then available free of charge. Details of how to enrol and the free treatment available can be found in the Health advice for Travellers booklet available from **Your** local Post Office. Alternatively please call the Emergency Assistance Service for guidance. If **You** are admitted to hospital contact must be made with the Emergency Assistance Service as soon as possible and their authority obtained in respect of any treatment NOT available under MEDICARE.

Contact the Emergency Assistance Services on telephone number: +44 (0)2920 474145

Section A – Cancellation or curtailment charges

What is covered

We will pay **you** up to £5,000 for any irrecoverable unused travel and accommodation costs (including excursions up to £250) and other pre-paid charges which **you** have paid or are contracted to pay together with any reasonable additional travel expenses incurred if

- a) cancellation of the **trip** is necessary and unavoidable or
- b) the **trip** is **curtailed** before completion as a result of any of the following events occurring:
 1. The death; **bodily injury**; illness; disease; or complications arising as a direct result of pregnancy of:
 - a) **you**
 - b) any person with whom **you** are travelling or have arranged to travel with
 - c) any person whom **you** have arranged to stay with
 - d) **your close relative**
 - e) **your close business associate.**
 2. Compulsory quarantine, jury service attendance or being called as a witness at a Court of Law of **you** or any person who **you** are travelling or have arranged to travel with.
 3. Redundancy (provided employment has been on a continuous full time basis with the same employer for at least 24 months and qualifies for payment under current **United Kingdom** redundancy payment legislation and at the time of booking the **trip** there was no reason to believe anyone would be made redundant) of **you** or any person who **you** are travelling or have arranged to travel with.
 4. **You** or any person who **you** are travelling or have arranged to travel with are a member of the Armed Forces, Territorial Army, Police, Fire, Nursing or Ambulance Services or employees of a Government Department and have **your**/their authorised leave cancelled or are called up for operational reasons, provided that such cancellation or **curtailment** could not reasonably have been expected at the time when **you** purchased this insurance or at the time of booking any **trip**.
 5. The Police or other authorities requesting **you** to stay at or return to **your home** due to serious damage to **your home** caused by fire, aircraft, explosion, storm, flood, subsidence, fallen trees, impact by road vehicles, malicious people or theft.

You may only claim under one of either Section A – Cancellation or curtailment charges, Section T – Travel Disruption cover or Section U – Golf cover for the same event.

Special conditions relating to claims

1. **You** must get (at **your** own expense) a medical certificate from a **medical practitioner** and the prior approval of Emergency Assistance Service to confirm the necessity to return **home** prior to **curtailment** of the **trip** due to death, **bodily injury**, illness, disease or complications arising as a direct result of pregnancy.
2. If **you** fail to notify the travel agent, tour operator or 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 otherwise applied.
3. If **you** cancel the **trip** due to:
 - a) stress, anxiety, depression or any other mental or nervous disorder that **you** are suffering from **you** must provide a medical certificate from a consultant specialising in the relevant field or
 - b) any other **bodily injury**, illness, disease 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 is not covered

1. The first £50 of each and every claim per incident claimed for under this section by each **insured person** but limited to £100 in all if **family cover** or **single parent cover** applies.
2. The cost of Airport Departure Duty (whether irrecoverable or not).
3. Any claims arising directly or indirectly from:
 - a) Redundancy caused by or resulting from misconduct leading to dismissal or from resignation or voluntary redundancy or where **you** received a warning or notification of redundancy before **you** purchased this insurance or at the time of booking any **trip**
 - b) 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 cancellation or **curtailment** of the **trip**.
4. Travel tickets paid for using any airline mileage reward scheme, for example Air Miles.
5. Accommodation costs paid for using any Timeshare, Holiday Property Bond or other holiday points scheme.
6. Anything mentioned in the General exclusions applicable to all sections of the certificate on page 5.

You should also refer to the Important conditions relating to health on page 5.

Claims evidence

We will require (at **your** own expense) the following evidence where relevant:

- A medical certificate from the treating **medical practitioner** (or in the case of stress, anxiety, depression or any other mental or nervous disorder a consultant specialising in the relevant field) explaining why it was necessary for **you** to cancel or **curtail** the **trip**.
- In the case of death causing cancellation or **curtailment** of the **trip**, the original death certificate.
- Booking confirmation together with a cancellation invoice from **your** travel agent, tour operator or provider of transport/accommodation.
- In the case of **curtailment** claims, written details from **your** travel agent, tour operator or provider of transport/accommodation of the separate costs of transport, accommodation and other pre-paid costs or charges that made up the total cost of the **trip**.
- **Your** unused travel tickets.
- Receipts or bills for any costs, charges or expenses claimed for.
- In the case of compulsory quarantine a letter from the relevant authority or the treating **medical practitioner**.
- In the case of jury service or witness attendance the court summons.
- The letter of redundancy for redundancy claims.
- A letter from the commanding officer concerned, confirming cancellation of authorised leave or call up for operational reasons.
- In the case of serious damage to **your home** a report from the Police or relevant authority.
- Any other relevant information that **we** may ask **you** for.

To make a claim under this section please call 0845 850 5193

Section B – Emergency medical and other expenses

What is covered

We will pay **you** up to £10,000,000 for the following expenses which are necessarily incurred within 12 months of the incident as a result of **your** suffering unforeseen **bodily injury**, illness, disease and/or compulsory quarantine:

1. Emergency medical, surgical, hospital, ambulance and nursing fees and charges incurred outside of **your home area**.
2. Emergency dental treatment for the immediate relief of pain (to natural teeth only) up to a limit of £200 incurred outside of **your home area**.
3. If **you** die:
 - a) outside **your home area** the reasonable additional cost of funeral expenses abroad up to a maximum of £1,500 plus the reasonable cost of returning **your** ashes to **your home**, or the additional costs of returning **your** body to **your home**
 - b) within **your home area** the reasonable additional cost of returning **your** ashes or body to **your home** up to a maximum of £750.
4. Reasonable additional transport (economy class) and/or accommodation expenses incurred, up to the standard of **your** original booking (for example full or half board, bed and breakfast, self catering or room only), if it is medically necessary for **you** to stay beyond **your** scheduled return date.

This includes, with the prior authorisation of Emergency Assistance Service, reasonable additional transport and/or accommodation expenses for a travelling companion, friend or **close relative** to stay with **you** or travel to **you** from the **United Kingdom** or escort **you** and additional travel expenses to return **you** to **your home area** if **you** cannot use the return ticket.
5. With the prior authorisation of Emergency Assistance Service, the additional costs incurred in the use of air transport or other suitable means, including qualified attendants, to repatriate **you** to **your home** if it is medically necessary. These expenses will be for the identical class of travel utilised on the outward journey unless Emergency Assistance Service agree otherwise.

Special conditions relating to claims

1. **You** must give notice as soon as possible to Emergency Assistance Service of any **bodily injury**, illness or disease which necessitates **your** admittance to hospital as an in-patient or before any arrangements are made for **your** repatriation.
2. If **you** suffer **bodily injury**, illness or disease **we** reserve the right to move **you** from one hospital to another and arrange for **your** repatriation to the **United Kingdom** at any time during the **trip**. **We** will do this if in the opinion of the **medical practitioner** in attendance or Emergency Assistance Service **you** can be moved safely and / or travel safely to **your home area** or a suitable hospital in the **United Kingdom** to continue treatment.

What is not covered

1. The first £50 of each and every claim per incident claimed for under this section by each **insured person** but limited to £100 in all if **family cover** or **single parent cover** applies.
2. Normal pregnancy, without any accompanying **bodily injury**, illness, disease or complication. This section is designed to provide cover for unforeseen events, accidents, illnesses and diseases and normal childbirth would not constitute an unforeseen event.
3. Any claims arising directly or indirectly in respect of:
 - a) Costs of telephone calls, other than:
 - i) calls to Emergency Assistance Service notifying and dealing with the problem for which **you** are able to provide receipts or other reasonable evidence to show the cost of the calls and the numbers **you** telephoned
 - ii) any costs incurred by **you** when you receive calls on **your** mobile from Emergency Assistance Service for which **you** are able to provide receipts or other reasonable evidence to show the cost of the calls.
 - b) The cost of taxi fares, other than those for **your** travel to or from hospital relating to **your** admission, discharge or attendance for outpatient treatment or appointments or for collection of medication prescribed for **you** by the hospital. However any costs incurred by **you** to visit another person in hospital are not covered.
 - c) The cost of treatment or surgery, including exploratory tests, which are not directly related to the **bodily injury** or illness which necessitated **your** admittance into hospital.
 - d) Any expenses which are not usual, reasonable or customary to treat **your bodily injury**, illness or disease.
 - e) Any form of treatment or surgery which in the opinion of the **medical practitioner** in attendance and Emergency Assistance Service can be delayed reasonably until **your** return to **your home area**.
 - f) Expenses incurred in obtaining or replacing medication, which **you** know **you** will need at the time of departure or which will have to be continued outside of **your home area**.
 - g) Additional costs arising from single or private room accommodation.
 - h) Treatment or services provided by a health spa, convalescent or nursing home or any rehabilitation centre unless agreed by Emergency Assistance Service.
 - i) Any expenses incurred after **you** have returned to **your home area**.
 - j) Any expenses incurred in England, Scotland, Wales or Northern Ireland which are:
 - i) for private treatment or
 - ii) are funded by, or are recoverable from the Health Authority in **your home area**.
 - k) Expenses incurred as a result of a tropical disease where **you** have not had the recommended inoculations and/or taken the recommended medication.
 - l) **Your** decision not to be repatriated after the date when in the opinion of Emergency Assistance Service it is safe to do so.
4. Anything mentioned in the General exclusions applicable to all sections of the certificate on page 5.

You should also refer to the Important conditions relating to health on page 4 and 5.

Claims evidence

- **We** will require (at **your** own expense) the following evidence where relevant:
- Receipts or bills for all in-patient/out-patient treatment or emergency dental treatment received.
- In the event of death, the original death certificate and receipts or bills for funeral, cremation or repatriation expenses.
- Receipts or bills for taxi fares to or from hospital claimed for, stating details of the date, name and location of the hospital concerned.
- Receipts or bills for any other transport, accommodation or other costs, charges or expenses claimed for including calls to Emergency Assistance Service.
- Any other relevant information that we may ask you for.

To make a claim under this section please call 0845 850 5193

Section C – Hospital benefit

What is covered

We will pay **you** £20 for every complete 24 hours **you** have to stay in hospital as an in-patient or are confined to **your** accommodation due to **your** compulsory quarantine or on the orders of a **medical practitioner** outside **your home area** up to a maximum of £1,000 as a result of **bodily injury**, illness or disease **you** sustain.

We will pay the amount above in addition to any amount payable under Section B – Emergency medical and other expenses. *This payment is meant to help **you** pay for additional expenses such as taxi fares and phone calls incurred by **your** visitors during **your** stay in hospital.*

You may claim only under either Section C – Hospital benefit or subsection 3. of Section Q – Cruise benefit extension cover for the same event, not both.

Special conditions relating to claims

1. **You** must give notice as soon as possible to Emergency Assistance Service of any **bodily injury**, illness or disease which necessitates **your** admittance to hospital as an in-patient, compulsory quarantine or confinement to **your** accommodation on the orders of a **medical practitioner**.

What is not covered

1. Any claims arising directly or indirectly from:
 - a) Any additional period of hospitalisation, compulsory quarantine or confinement to **your** accommodation:
 - i) relating to treatment or surgery, including exploratory tests, which are not directly related to the **bodily injury**, illness or disease which necessitated **your** admittance into hospital.
 - ii) relating to treatment or services provided by a convalescent or nursing home or any rehabilitation centre.
 - iii) following **your** decision not to be repatriated after the date when in the opinion of Emergency Assistance Service it is safe to do so.
 - b) Hospitalisation, compulsory quarantine or confinement to **your** accommodation:
 - i) relating to any form of treatment or surgery which in the opinion of the **medical practitioner** in attendance and Emergency Assistance Service can be delayed reasonably until **your** return to **your home area**.

- ii) as a result of a tropical disease where **you** have not had the recommended inoculations and/or taken the recommended medication.
- iii) occurring in England, Scotland, Wales or Northern Ireland and relating to either private treatment, tests, surgery or treatment the costs of which are funded by, or are recoverable from the Health Authority in **your home area**.

2. Anything mentioned in the General exclusions applicable to all sections of the certificate on page 5.

Claims evidence

We will require (at **your** own expense) the following evidence where relevant:

- Confirmation in writing from the hospital, relevant authority or the treating **medical practitioner** of the dates on which **you** were admitted and subsequently discharged from hospital, compulsory quarantine or confinement to **your** accommodation.
- Any other relevant information that **we** may ask **you** for.

To make a claim under this section please call 0845 850 5193

Section D – Personal accident

Special definitions relating to this section

(which are shown in italics)

Loss of limb

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

Loss of sight

- means total and irrecoverable loss of sight which shall be considered as having occurred:

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

What is covered

We will pay one of the benefits shown below if **you** sustain **bodily injury** which shall solely and independently of any other cause, result within two years in **your** death, *loss of limb*, *loss of sight* or permanent total disablement.

BENEFIT	Up to age 15 years inclusive	Age 16 years to 64 years inclusive	Age 65 years and over
1. Death	£1,000	£25,000	£1,000
2. <i>Loss of one or more limbs and/or loss of sight</i> in one or both eyes	£25,000	£25,000	Not covered
3. Permanent total disablement	£25,000	£25,000	Not covered

Special conditions relating to claims

1. **Our medical practitioner** may examine **you** as often as they consider necessary if **you** make 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 occupation.

What is not covered

1. Anything mentioned in the General exclusions applicable to all sections of the certificate on page 5.

Claims evidence

We will require (at **your** own expense) the following evidence where relevant:

- In the event of death, the original death certificate.
- A medical certificate or report in relation to claims for *loss of limb*, *loss of sight* or permanent total disablement.

Any other relevant information that **we** may ask **you** for.

To make a claim under this section please call 0845 850 5193

Section E – Baggage

(only operative if indicated in the certificate validation document)

What is covered

1. **We** will pay **you** up to £1,500 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 (loss of value), or **we** may at **our** option replace, reinstate or repair the lost or damaged **baggage**.

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

- a) £250 for any one article, pair or set of articles (for example a set of golf clubs)
- b) £300 for the total for all **valuables**.

2. **We** will also pay **you** up to £150 for the emergency replacement of clothing, medication and toiletries if **your baggage** is temporarily lost in transit during the outward journey and not returned to **you** within 12 hours, as long as **we** receive written confirmation from the carrier, confirming the number of hours the **baggage** was delayed.

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

You may claim only under one of either Section E – Baggage, Section Q – Cruise benefit extension cover or Section S – Wedding/Civil partnership cover for the same event.

Special conditions relating to claims

1. **You** must report to the local Police in the country where the incident occurred within 24 hours of discovery or as soon as possible after that and get a written report of the loss, theft or attempted theft of all **baggage**.

2. If **baggage** is lost, stolen or damaged while in the care of a carrier, transport company, authority, hotel or **your** accommodation provider **you** must report to them, in writing, details of the loss, theft or damage and get written confirmation. If **baggage** is lost, stolen or damaged whilst in the care of an airline **you** must:
 - a) get 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) keep all travel tickets and tags for submission if **you** are going to make a claim under this certificate.
3. **You** must keep receipts for items lost, stolen or damaged as these will help **you** to substantiate **your** claim.

What is not covered

1. The first £50 of each and every claim per incident claimed for under this section by each **insured person** (except claims under subsection 2. of What is covered) but limited to £100 if **family cover** or **single parent cover** applies.
2. Loss, theft of or damage to **valuables** left **unattended** at any time (including in a vehicle, in checked in luggage or while in the custody of a carrier, tour operator or **public transport** operator) unless deposited in a hotel safe, safety deposit box or left in **your** locked accommodation.
3. Loss, theft of or damage to **baggage** contained in an **unattended** vehicle:
 - a) overnight between 9 pm and 9 am (local time) or
 - b) at any time between 9 am and 9 pm (local time) unless:
 - i) it is locked out of sight in a **secure baggage area**
 - ii) forcible and violent means have been used by an unauthorised person to effect entry into the vehicle and evidence of such entry is available.
4. Loss or damage due to delay, confiscation or detention by customs or any other authority.
5. Loss, theft of or damage to unset precious stones, contact or corneal lenses, hearing aids, dental or medical fittings, antiques, musical instruments, documents of any kind, bonds, securities, perishable goods (such as foodstuffs), bicycles, **ski equipment**, **golf equipment** and damage to suitcases (unless the suitcases are entirely unusable as a result of one single incidence of damage).
6. Loss or damage due to cracking, scratching, breakage of or damage to china, glass (other than glass in watch faces, cameras, binoculars or telescopes), porcelain or other brittle or fragile articles unless caused by fire, theft, or an accident to the aircraft, sea vessel, train or vehicle in which they are being carried.
7. Loss or damage due to breakage of sports equipment or damage to sports clothing whilst in use.
8. Loss, theft of or damage to **business equipment**, business goods, samples, tools of trade, motor accessories and other items used in connection with **your** business, trade, profession or occupation.
9. Loss or damage caused by wear and tear, depreciation (loss in value), deterioration, atmospheric or climatic conditions, moth, vermin, any process of cleaning repairing or restoring, mechanical or electrical breakdown.
10. Anything mentioned in the General exclusions applicable to all sections of the certificate on page 5.

Claims evidence

We will require (at **your** own expense) the following evidence where relevant:

- A Police report from the local Police in the country where the incident occurred for all loss, theft or attempted theft.

- A Property Irregularity Report from the airline or a letter from the carrier where loss, theft or damage occurred in their custody.
- A letter from **your** tour operator's representative, hotel or accommodation provider where appropriate.
- Keep all travel tickets and tags for submission.
- Receipts or valuations for items lost, stolen or damaged and for all items of clothing, medication and toiletries replaced if **your baggage** is temporarily lost in transit for more than 12 hours.
- A letter from the carrier confirming the number of hours **your baggage** was delayed for.
- Repair report where applicable.
- Any other relevant information that **we** may ask **you** for.

To make a claim under this section please call 0845 850 5193

Section F – Personal money, passport and documents

What is covered

1. **We** will pay **you** up to the amounts shown below for the accidental loss of, theft of or damage to **personal money** and documents (including the unused portion of passports, visas and driving licences). **We** will also cover foreign currency during the 72 hours immediately before **your** departure on the outward journey.

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

- a) £250 for bank notes currency notes and coins
 - b) £50 for bank notes currency notes and coins, if **you** are under the age of 16
 - c) £250 for all other **personal money** and documents (including the cost of the emergency replacement or temporary passport or visa).
2. **We** will pay **you** up to £300 for reasonable additional travel and accommodation expenses incurred necessarily outside **United Kingdom** to obtain a replacement of **your** passport or visa which has been lost or stolen outside **United Kingdom**.

Special conditions relating to claims

1. **You** must report to the local Police in the country where the incident occurred within 24 hours of discovery or as soon as possible after that and get a written report of the loss, theft or attempted theft of all **personal money**, passports or documents.
2. If **personal money**, passports or documents are lost, stolen or damaged while in the care of a hotel or **your** accommodation provider **you** must report to them, in writing, details of the loss, theft or damage and get written confirmation. Keep all travel tickets and tags for submission if a claim is to be made under this certificate.
3. If documents are lost, stolen or damaged while in the care of a carrier, transport company, authority, hotel or **your** accommodation provider **you** must report to them, in writing, details of the loss, theft or damage and obtain written confirmation. If documents are lost, stolen or damaged whilst in the care of an airline **you** must:
 - a) get a Property Irregularity Report from the airline.
 - b) give formal written notice of the claim to the airline within the time limit set out in their conditions of carriage (please keep a copy).
 - c) keep all travel tickets and tags for submission to us if **you** are going to make a claim under this certificate.

4. **You** must keep receipts for items lost, stolen or damaged as these will help **you** to substantiate **your** claim.

What is not covered

1. Loss, theft of or damage to **personal money** or **your** passport or visa left **unattended** at any time (including in a vehicle, in checked in luggage or while in the custody of a carrier, tour operator or **public transport** operator) unless deposited in a hotel safe, safety deposit box or left in **your** locked accommodation.
2. Loss, theft of or damage to travellers' cheques if **you** have not complied with the issuer's conditions or where the issuer provides a replacement service.
3. Loss or damage due to delay, confiscation or detention by customs or any other authority.
4. Loss or damage due to depreciation (loss in value), variations in exchange rates or shortages due to error or omission.
5. Anything mentioned in the General exclusions applicable to all sections of the certificate on page 5.

Claims evidence

We will require (at **your** own expense) the following evidence where relevant:

- A Police report from the local Police in the country where the incident occurred for all loss, theft or attempted theft.
- A Property Irregularity Report from the airline or a letter from the carrier where loss, theft of damage occurred in their custody.
- A letter from **your** tour operator's representative, hotel or accommodation provider where appropriate.
- Keep all travel tickets and tags for submission.
- Receipts or valuations for items lost, stolen or damaged.
- Receipts or bills for any transport and accommodation expenses claimed for.
- Receipt for all currency and travellers cheques transactions.
- Any other relevant information that **we** may ask **you** for.

To make a claim under this section please call 0845 850 5193

Section G – Personal liability

What is covered

We will pay up to £2,000,000 (including legal costs and expenses) against any amount **you** become legally liable to pay as compensation for any claim or series of claims arising from any one event or source of original cause in respect of accidental:

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

Special conditions relating to claims

1. **You** must give **us** written notice of any incident, which may give rise to a claim as soon as possible.
2. **You** must send **us** every writ, summons, letter of claim or other document as soon as **you** receive it.

3. **You** must not admit any liability or pay, offer to pay, promise to pay or negotiate any claim without **our** permission in writing.
4. **We** will be entitled to take over and carry out in **your** name the defence of any claims for indemnity or damages or otherwise against any third party. **We** shall have full discretion in the conduct of any negotiation or proceedings or in the settlement of any claim and **you** shall give **us** all necessary information and assistance which **we** may require.
5. If **you** die, **your** legal representative(s) will have the protection of this cover as long as they comply with the terms and conditions outlined in this certificate.

What is not covered

1. The first £150 of each and every claim arising from the same incident claimed for under this section in relation to any temporary holiday accommodation occupied by you.
2. Compensation or legal costs arising directly or indirectly from:
 - a) Liability which has been assumed by **you** under agreement (such as a hire agreement) unless the liability would have existed without the agreement.
 - b) Pursuit of any business, trade, profession or occupation or the supply of goods or services.
 - c) Ownership possession or use of mechanically propelled vehicles, aircraft or watercraft (other than surfboards or manually propelled rowing boats, punts or canoes).
 - d) The transmission of any communicable disease or virus.
3. Anything mentioned in the General exclusions applicable to all sections of the certificate on page 5.

Claims evidence

We will require (at **your** own expense) the following evidence where relevant:

- Full details in writing of any incident.
- Any writ, summons, letter of claim or other document must be sent to **us** as soon as **you** receive it.
- Any other relevant information that **we** may ask **you** for.

To make a claim under this section please call 0845 850 5193

Section H – Delayed departure

What is covered

If departure of the **public transport** on which **you** are booked to travel is delayed at the final departure point from or to the **United Kingdom** for at least 5 hours from the scheduled time of departure due to:

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

We will pay **you**:

1. £20 for the first completed 5 hours delay and £20 for each full 12 hours delay after that, up to a maximum of £250 (*which is meant to help **you** pay for telephone calls made and meals and refreshments purchased during the delay*) provided **you** eventually travel, or
2. Up to £5,000 for any irrecoverable unused travel and accommodation costs and other pre-paid charges which **you** have paid or are contracted to pay if after a delay of at least 5 hours, **you** choose to cancel **your** trip before departure from the **United Kingdom**.

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

You may claim only under one of either Section H – Delayed departure, Section I – Missed departure or Section T – Travel Disruption cover for the same event.

Special conditions relating to claims

1. **You** must check in according to the itinerary given to **you**.
2. **You** must get written confirmation (at **your** own expense) from the carriers (or their handling agents) 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, carrier or transport provider.

What is not covered

1. Claims arising directly or indirectly from:
 - a) Strike or industrial action or air traffic control delay 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 similar body in any country.
2. Anything mentioned in the General exclusions applicable to all sections of the certificate on page 5.

Claims evidence

We will require (at **your** own expense) the following evidence where relevant:

- Full details of the travel itinerary supplied to **you**.
- A letter from the carriers (or their handling agents) confirming the number of hours delay, the reason for the delay and confirmation of **your** check in time.
- In the case of cancellation claims, **your** booking confirmation together with written details from **your** travel agent, tour operator or provider of transport/accommodation of the separate costs of transport, accommodation and other pre-paid costs or charges that made up the total cost of the **trip**.
- **Your** unused travel tickets.
- Receipts or bills for any transport, accommodation or other costs, charges or expenses claimed for.
- Any other relevant information that **we** may ask **you** for.

To make a claim under this section please call 0845 850 5193

Section I – Missed departure

What is covered

We will pay **you** up to £500 for reasonable additional accommodation (room only) and travel expenses necessarily incurred in reaching **your** overseas destination or returning to the **United Kingdom** if **you** fail to arrive at the departure point in time to board the **public transport** on which **you** are booked to travel on the initial international journey of the **trip** or as a result of:

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

You may claim only under one of either Section I – Missed departure, Section H – Delayed departure or Section T – Travel Disruption cover for the same event.

Special conditions relating to claims

1. If **you** make a claim caused by any delay happening on a motorway or dual carriage way **you** must get written confirmation (at **your** own expense) from the Police or emergency breakdown services of the location, reason for and duration of the delay.
2. **You** must allow enough time for the **public transport** or other transport to arrive on schedule and to deliver **you** to the departure point.

What is not covered

1. The first £50 of each and every claim per incident claimed for under this section by each **insured person** but limited to £100 in all if **family cover** or **single parent cover** applies.
2. Claims arising directly or indirectly from:
 - a) Strike or industrial action existing or being publicly announced by the date **you** purchased this insurance or at the time of booking any **trip**.
 - b) An accident to or breakdown of the vehicle in which **you** are travelling for which a professional repairers report is not provided.
 - c) Breakdown of any vehicle owned by **you** which has not been serviced properly and maintained in accordance with manufacturer's instructions.
 - d) An aircraft or sea vessel being withdrawn from service (temporary or otherwise) on the recommendation of the Civil Aviation Authority, Port Authority or any similar body in any country.
3. Additional expenses where the scheduled **public transport** operator has offered reasonable alternative travel arrangements.
4. Anything mentioned in the General exclusions applicable to all sections of the certificate on page 5.

Claims evidence

- **We** will require (at **your** own expense) the following evidence where relevant:
- A letter from the **public transport** provider detailing the reasons for failure.
- A letter from the Police or emergency breakdown services confirming the location, reason for and duration of the delay on a motorway or dual carriage way if appropriate.
- A letter from the relevant **public transport** provider, carrier or authority confirming details of the strike, industrial action or adverse weather conditions.
- **Your** unused travel tickets.
- Receipts or bills for any transport, accommodation or other costs, charges or expenses claimed for.
- Any other relevant information that **we** may ask **you** for.

To make a claim under this section please call 0845 850 5193

Section J – Legal expenses and assistance

We will pay up to £25,000 for legal costs to pursue a civil action for compensation against someone else who causes **you** **bodily injury**, illness or death.

Where there are two or more **insured persons** insured by this certificate, then the maximum amount **we** will pay for all such claims shall not exceed £50,000.

Special conditions relating to claims

1. **We** shall have complete control over the legal case through agents **we** nominate, by appointing agents of **our** choice on **your** behalf with the expertise to pursue **your** claim.
2. **You** must follow **our** agent's advice and provide any information and assistance required within a reasonable timescale.
3. **You** must advise **us** of any offers of settlement made by the negligent third party and **you** must not accept any such offer without **our** permission.
4. **We** will decide the point at which **your** legal case cannot usefully be pursued further. After that no further claims can be made against **us**.
5. **We** may include a claim for **our** legal costs and other related expenses.
6. **We** may, at **our** own expense, take proceedings in **your** name to recover compensation from any third party for any indemnity paid under this certificate. **You** must give **us** any assistance **we** require from **you** and any amount recovered shall belong to **us**.

What is not covered

We shall not be liable for:

1. Any claim where in **our** opinion there is insufficient prospect of success in obtaining reasonable compensation.
2. Legal costs and expenses incurred in pursuit of any claim against a travel agent, tour operator, carrier, **us**, Emergency Assistance Service or their agents, someone **you** were travelling with, a person related to **you**, or another **insured person**.
3. Legal costs and expenses incurred prior to **our** written acceptance of the case.
4. Any claim where the legal costs and expenses are likely to be greater than the anticipated amount of compensation.
5. Any claim where legal costs and expenses are based directly or indirectly on the amount of compensation awarded (for example a Contingency Fee Agreement).
6. Legal costs and expenses incurred in any claim which is capable of being pursued under a Conditional Fee Agreement.
7. Legal costs and expenses incurred if an action is brought in more than one country.
8. Any claim where in **our** opinion the estimated amount of compensation payment is less than £1,000 for each **insured person**.
9. Travel, accommodation and incidental costs incurred to pursue a civil action for compensation.
10. The costs of any Appeal.
11. Claims by **you** other than in **your** private capacity.
12. Anything mentioned in the General exclusions applicable to all sections of the certificate on page 5.

Claims evidence

We will require (at **your** own expense) the following evidence where relevant:

- Relevant documentation and evidence to support **your** claim, including photographic evidence.
- Any other relevant information that **we** may ask **you** for.

To make a claim under this section please call 01737 815084

Section K - Extended kennel and/or cattery fees

What is covered

We will pay **you** up to £250 (£150 for **trips** in the **United Kingdom**) for any additional kennel/cattery fees incurred 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.

Special conditions relating to claims

1. **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.

What is not covered

1. Claims arising from **your** **bodily injury**, illness or disease that is not covered under Section B – Emergency medical and other expenses
2. Anything mentioned in the General exclusions applicable to all sections of the certificate on page 5.

Claims evidence

We will require (at **your** own expense) the following evidence where relevant:

- Written confirmation 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.
- A medical certificate from the treating **medical practitioner** explaining why **you** were unable to return **home** on time.
- **Your** unused travel tickets.
- Any other relevant information that **we** may ask **you** for.

To make a claim under this section please call 0845 850 5193

Sections L, M, N, O, and P – Winter sports

(only operative if indicated in the certificate validation document)

COVER FOR SECTIONS L, M, N, O AND P ONLY OPERATES:-

1. UNDER SINGLE TRIP AND LONG STAY CERTIFICATES IF THE APPROPRIATE WINTER SPORTS SECTION IS SHOWN AS OPERATIVE IN THE CERTIFICATE VALIDATION DOCUMENT AND THE APPROPRIATE ADDITIONAL PREMIUM HAS BEEN PAID.
2. UNDER ANNUAL MULTI TRIP CERTIFICATES FOR A PERIOD NO MORE THAN 17 DAYS IN TOTAL IN EACH **PERIOD OF INSURANCE**, IF THE APPROPRIATE WINTER SPORTS SECTION IS SHOWN AS OPERATIVE IN THE CERTIFICATE VALIDATION DOCUMENT AND THE APPROPRIATE ADDITIONAL PREMIUM HAS BEEN PAID.

Section L – Ski equipment

(only operative if indicated in the certificate validation document)

What is covered

We will pay **you** up to £500 for the accidental loss of, theft of or damage to **your own ski equipment**, or up to £250 for hired **ski equipment**. The amount payable will be the value at today's prices less a deduction for wear tear and depreciation (loss of value - calculated from the table below), or **we** may at **our** option replace, reinstate or repair the lost or damaged **ski equipment**.

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

The maximum **we** will pay for any one article, pair or set of articles is £250.

Special conditions relating to claims

- You** must report to the local Police in the country where the incident occurred within 24 hours of discovery or as soon as possible after that and get a written report (at **your** own expense) of the loss, theft or attempted theft of all **ski equipment**.
- If **ski equipment** is lost, stolen or damaged while in the care of a carrier, transport company, authority, hotel or **your** accommodation provider **you** must report to them, in writing, details of the loss, theft or damage and get (at **your** own expense) written confirmation. If **ski equipment** is lost, stolen or damaged whilst in the care of an airline **you** must:
 - get a Property Irregularity Report from the airline
 - give formal written notice of the claim to the airline within the time limit set out in their conditions of carriage (please keep a copy)
 - keep all travel tickets and tags for submission if **you** are going to make a claim under this certificate.
- You** must keep receipts for items lost, stolen or damaged as these will help **you** to substantiate **your** claim.

What is not covered

- The first £50 of each and every claim per incident claimed for under this section by each **insured person** but limited to £100 if **family cover** or **single parent cover** applies.
- Loss, theft of or damage to **ski equipment** contained in or stolen from an **unattended** vehicle:
 - overnight between 9 pm and 9 am (local time) or
 - at any time between 9 am and 9 pm (local time) unless:
 - it is locked out of sight in a **secure baggage area**
 - forcible and violent means have been used by an unauthorised person to effect entry into the vehicle and evidence of such entry is available.
- Loss or damage due to delay, confiscation or detention by customs or any other authority.

- Loss or damage caused by wear and tear, depreciation, deterioration (loss in value), atmospheric or climatic conditions, moth, vermin, any process of cleaning repairing or restoring, mechanical or electrical breakdown.
- Anything mentioned in the General exclusions applicable to all sections of the certificate on page 5.

Claims evidence

We will require (at **your** own expense) the following evidence where relevant:

- A Police report from the local Police in the country where the incident occurred for all loss, theft or attempted theft.
- A Property Irregularity Report from the airline or a letter from the carrier where loss, theft or damage occurred in their custody.
- A letter from **your** tour operator's representative, hotel or accommodation provider where appropriate.
- Keep all travel tickets and tags for submission.
- Receipts or valuations for items lost, stolen or damaged.
- Repair report where applicable.
- Any other relevant information that **we** may ask **you** for.

To make a claim under this section please call 0845 850 5193

Section M – Ski equipment hire

(only operative if indicated in the certificate validation document)

What is covered

We will pay **you** up to £25 per day, up to a maximum of £250 for the reasonable cost of hiring replacement **ski equipment** as a result of the accidental loss of, theft of or damage to or temporary loss in transit for more than 24 hours of **your own ski equipment**.

Special conditions relating to claims

- You** must report to the local Police in the country where the incident occurred within 24 hours of discovery or as soon as possible after that and get a written report of the loss, theft or attempted theft of **your own ski equipment**.
- If **ski equipment** is lost, stolen or damaged while in the care of a carrier, transport company, authority, hotel or **your** accommodation provider **you** must report to them, in writing, details of the loss, theft or damage and get (at **your** own expense) written confirmation. If **ski equipment** is lost, stolen or damaged whilst in the care of an airline **you** must:
 - get a Property Irregularity Report from the airline.
 - give formal written notice of the claim to the airline within the time limit set out in their conditions of carriage (please keep a copy).
 - keep all travel tickets and tags for submission if **you** are going to make a claim under this certificate.
- You** must keep receipts for items lost, stolen or damaged as these will help **you** to substantiate **your** claim.

What is not covered

1. Loss, theft of or damage to **ski equipment** contained in or stolen from an **unattended** vehicle:
 - a) overnight between 9 pm and 9 am (local time) or
 - b) at any time between 9 am and 9 pm (local time) unless:
 - i) it is locked out of sight in a **secure baggage area**
 - ii) forcible and violent means have been used by an unauthorised person to effect entry into the vehicle and evidence of such entry is available.
2. Loss or damage due to delay, confiscation or detention by customs or any other authority.
3. Loss or damage caused by wear and tear, depreciation (loss of value), deterioration, atmospheric or climatic conditions, moth, vermin, any process of cleaning repairing or restoring, mechanical or electrical breakdown.
4. Anything mentioned in the General exclusions applicable to all sections of the certificate on page 5.

Claims evidence

We will require (at **your** own expense) the following evidence where relevant:

- A Police report from the local Police in the country where the incident occurred for all loss, theft or attempted theft.
- A Property Irregularity Report from the airline or a letter from the carrier where loss, theft or damage occurred in their custody.
- A letter from **your** tour operator's representative, hotel or accommodation provider where appropriate.
- Keep all travel tickets and tags for submission.
- Receipts or valuations for items lost, stolen or damaged together with receipts or bills detailing the costs incurred of hiring replacement **ski equipment**.
- Any other relevant information that **we** may ask **you** for.

To make a claim under this section please call 0845 850 5193

Section N – Ski pack

(only operative if indicated in the certificate validation document)

What is covered

We will pay **you**:

- a) Up to £500 for the unused portion of **your** ski pack (ski school fees, lift passes and hired **ski equipment**) following **your** **bodily injury**, illness or disease.
- b) Up to £150 for the unused portion of **your** lift pass if **you** lose it.

Special conditions relating to claims

1. **You** must provide (at **your** own expense) written confirmation to **us** from a **medical practitioner** that such **bodily injury**, illness or disease prevented **you** from using **your** ski pack.

What is not covered

1. Anything mentioned in the General exclusions applicable to all sections of the certificate on page 5.

Claims evidence

We will require (at **your** own expense) the following evidence where relevant:

- A medical certificate from the treating **medical practitioner** explaining why **you** were unable to use **your** ski pack.
- Any other relevant information that **we** may ask **you** for.

To make a claim under this section please call 0845 850 5193

Section O – Piste closure

(only operative if indicated in the certificate validation document)

What is covered

We will pay **you** up to £30 per day, up to a maximum of £300 for transport costs necessarily incurred by **you** to travel to and from an alternative site if either lack of or excess of snow or an avalanche results in the skiing facilities (excluding cross-country skiing) in **your** resort being closed and it is not possible to ski. The cover only applies:

- a) To the resort which **you** have pre-booked for a period more than 12 hours and for so long as these conditions continue at the resort, but not more than the pre-booked period of **your** trip and
- b) To **trips** taken outside the **United Kingdom** during the published ski season for **your** resort.

If no alternative sites are available **we** will instead pay **you** compensation of £30 per day up to a maximum of £300.

Special conditions relating to claims

1. **You** must get (at **your** own expense) written confirmation from the relevant authority, ski lift operator or **your** tour operator's representative of the number of days skiing facilities were closed in **your** resort and the reason for the closure.

What is not covered

1. Any circumstances where transport costs, compensation or alternative skiing facilities are provided to **you**.
2. Anything mentioned in the General exclusions applicable to all sections of the certificate on page 5.

Claims evidence

We will require (at **your** own expense) the following evidence where relevant:

- A letter from the relevant authority, ski lift operator or **your** tour operator's representative of the number of days skiing facilities were closed in **your** resort and the reason for the closure.
- Receipts or bills for any transport costs claimed for.
- Any other relevant information that **we** may ask **you** for.

To make a claim under this section please call 0845 850 5193

Section P – Avalanche or landslide cover

(only operative if indicated in the certificate validation document)

What is covered

We will pay **you** up to £300 for reasonable additional accommodation (room only) and travel expenses necessarily incurred in reaching **your** booked resort or returning **home** if **you** are delayed for more than 5 hours by avalanche or landslide. The cover only applies to **trips** taken outside the **United Kingdom** during the published ski season for **your** resort.

Special conditions relating to claims

1. **You** must get (at **your** own expense) written confirmation from the relevant authority or **your** tour operator's representative confirming the event.

What is not covered

1. Anything mentioned in the General exclusions applicable to all sections of the certificate on page 5.

Claims evidence

We will require (at **your** own expense) the following evidence where relevant:

- A letter from the relevant authority or **your** tour operator's representative confirming details of the avalanche or landslide that caused the delay and the period of delay.
- Receipts or bills for any accommodation and travel expenses claimed for.
- Any other relevant information that **we** may ask **you** for.

To make a claim under this section please call 0845 850 5193

Complaints procedure

Making yourself heard

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

Who to contact?

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

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

When you contact Us:

- i. Please give **us your** name and contact telephone number.
- ii. Please quote **your** certificate and/or claim number and the type of certificate **you** hold.
- iii. Please explain clearly and concisely the reason for **your** complaint.
- iv. So **we** begin by establishing **your** first point of contact.

Step One – initiating your complaint:

Does your complaint relate to:

A your certificate?

B a claim on **your** certificate?

If **A, you** need to contact the broker/agent who sold **you your** certificate. Call the number on **your** certificate document and state **your** complaint.

If **B, you** need to contact whoever is currently dealing with **your** claim and state **your** complaint.

In either case, if **you** wish to provide written details, the following checklist has been prepared for **you** to use when drafting **your** letter.

- i. Head **your** letter 'COMPLAINT'.
- ii. Give **your** full name, post code and contact telephone number(s).
- iii. Quote the type of certificate and **your** certificate and/or claim number.
- iv. Explain clearly and concisely the reason(s) for **your** complaint.

The letter should be sent to the person dealing with **your** complaint along with any other material required.

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

Step Two – if you are still unhappy:

Should their response be unsatisfactory, please write to the Travel Manager at the address given below. The Travel Manager will seek to resolve **your** complaint.

David Oliver Associates
First Floor Offices, Robinson House
Haslers Lane, Great Dunmow
Essex CM6 1XS

Tel: 0844 225 9750

Fax: 01371 859281

e-mail: admin@doinsurance.co.uk

Step Three – contacting AXA Head Office:

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

Head of Customer Care
AXA Insurance, Civic Drive
Ipswich, IP1 2AN

Tel: 01473 205926

Fax: 01473 205101

e-mail: customercare@axa-insurance.co.uk

Step Four – beyond AXA:

If **we** have given **you our** final response and **you** are still not satisfied **you** may refer **your** case to the Financial Ombudsman Service (FOS).

The Ombudsman is an independent body that arbitrates on complaints about general insurance products and other financial services. It will only consider complaints after **we** have provided **you** with written confirmation that **our** internal complaints procedure has been exhausted.

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

Tel: 0845 080 1800

Fax: 020 7964 1001

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

Our promise to you

We will acknowledge written complaints promptly.

We will investigate quickly and thoroughly.

We will keep **you** informed of progress.

We will do everything possible to resolve **your** complaint.

We will learn from **our** mistakes. **We** will use the information from complaints to continuously improve **our** service.

To help **us** improve our service, **we** may record or monitor telephone calls.

Section Q – Cruise cover

(only operative if indicated in the certificate validation document)

This extension to the certificate provides the following modifications to the insurance specifically in respect of any *cruise* taken by **you**.

Special definition relating to this section (*which is shown in italics*)

Cruise

- means a **trip** involving a sea voyage of more than five days total duration, where transportation and accommodation is primarily on an ocean going passenger ship.

What is covered

- Under Section E – Baggage:
 - the **baggage** limit under paragraph 1. is increased to £2,500
 - the maximum the **we** will pay for any article, pair or set of articles is increased to £750
 - the total for all **valuables** is increased to £500.
- We** will pay **you** £25 for each scheduled pre-paid shore trip missed as a result of the ship on which **you** are travelling being unable to dock at the scheduled destination.
- We** will pay **you** £15 for every complete 24 hours **you** are confined to **your** cabin due to **your** compulsory quarantine or on the orders of the ships doctor or another **medical practitioner** onboard the ship outside **your home area** up to a maximum of £300 as a result of **bodily injury**, illness or disease **you** sustain. **We** will pay the amount above in addition to any amount payable under Section B – Emergency medical and other expenses. *This payment is meant to help you pay additional expenses such as phone calls incurred during your confinement.*

You may claim only under one of either subsection 1. of What is covered, Section E -Baggage or Section S – Wedding/Civil partnership cover for the same event.

You may claim only under subsection 3. of What is covered or Section C – Hospital benefit for the same event, not both.

Special conditions relating to claims

- You** must report to the local Police or Port Authority in the country where the incident occurred (or where appropriate the ships purser or the *cruise* operator's representative) within 24 hours of discovery or as soon as possible after that and get (at **your** own expense) a written report of the loss, theft or attempted theft of all **baggage**.
- If **baggage** is lost, stolen or damaged while in the care of a carrier, transport company, authority, hotel or **your** accommodation provider **you** must report to them, in writing, details of the loss, theft or damage and obtain (at **your** own expense) written confirmation. If **baggage** is lost, stolen or damaged whilst in the care of an airline **you** must:
 - get a Property Irregularity Report from the airline.
 - give formal written notice of the claim to the airline within the time limit contained in their conditions of carriage (please keep a copy).
 - keep all travel tickets and tags for submission if you are going to make a claim under this certificate.
- You** must keep receipts for items lost, stolen or damaged as these will help **you** to substantiate **your** claim.
- You** must give notice as soon as possible to AXA Assistance of any **bodily injury**, illness or disease which necessitates **your** compulsory quarantine or the ships doctor or other **medical practitioner** confining **you** to **your** cabin.

What is not covered

- The first £50 of each and every claim per incident claimed for under this section by each **insured person** (except claims under subsections 2. and 3. of What is covered) but limited to £100 if **family cover** or **single parent cover** applies.
- Loss, theft of or damage to **valuables** left **unattended** at any time (including in a vehicle or in the custody of carriers) unless deposited in a hotel or ship's safe, safety deposit box or left in **your** locked cabin or other accommodation.
- Loss, theft of or damage to **baggage** contained in an **unattended** vehicle:
 - overnight between 9 pm and 9 am (local time) or
 - at any time between 9 am and 9 pm (local time) unless:
 - it is locked out of sight in a **secure baggage area**
 - forcible and violent means have been used by an unauthorised person to effect entry into the vehicle and evidence of such entry is available.
- Loss or damage due to delay, confiscation or detention by customs or any other authority.
- Loss, theft of or damage to unset precious stones, contact or corneal lenses, hearing aids, dental or medical fittings, antiques, musical instruments, documents of any kind, bonds, securities, perishable goods (such as food stuffs), bicycles, **ski equipment**, **golf equipment** and damage to suitcases (unless the suitcases are entirely unusable as a result of one single incidence of damage).
- Loss or damage due to cracking, scratching, breakage of or damage to china, glass (other than glass in watch faces, cameras, binoculars or telescopes), porcelain or other brittle or fragile articles unless caused by fire, theft, or an accident to the vessel, aircraft or vehicle in which they are being carried.
- Loss or damage due to breakage of sports equipment or damage to sports clothing whilst in use.
- Loss, theft of or damage to **business equipment**, business goods, samples, tools of trade, motor accessories and other items used in connection with **your** business, trade, profession or occupation.
- Loss or damage caused by wear and tear, depreciation (loss of value), deterioration, atmospheric or climatic conditions, moth, vermin, any process of cleaning repairing or restoring, mechanical or electrical breakdown.
- Any claims arising directly or indirectly from:
 - Any additional period of confinement or compulsory quarantine:
 - relating to treatment or surgery, including exploratory tests, which are not directly related to the **bodily injury**, illness or disease which necessitated **your** confinement.
 - following **your** decision not to be repatriated after the date when in the opinion of AXA Assistance it is safe to do so.
 - Confinement or compulsory quarantine:
 - relating to any form of treatment or surgery which in the opinion of AXA Assistance or **us** (based on information received from the ships' doctor or other **medical practitioner** in attendance), can be delayed reasonably until **your** return to **your home area**.
 - as a result of a tropical disease where **you** have not had the NHS recommended inoculations and/or taken the NHS recommended medication.
- Anything mentioned in the General exclusions applicable to all sections of the certificate on page 5.

Claims evidence

We will require (at **your** own expense) the following evidence where relevant:

- A Police report from the local Police or Port Authority in the country where the incident occurred (or where appropriate the ships purser or the cruise operator's representative) for all loss, theft or attempted theft.
- A Property Irregularity Report from the airline or a letter from the carrier where loss, theft or damage occurred in their custody.
- A letter from **your** *cruise* operator's representative, hotel or accommodation provider where appropriate, including details of any missed shore trip.
- Retain all travel tickets and tags for submission.
- Receipts or valuations for items lost, stolen or damaged.
- Repair report where applicable.
- Confirmation in writing from the ships doctor or other treating **medical practitioner** of the dates between which **you** were confined to **your** cabin.
- Any other relevant information that **we** may ask **you** for.

Section R – Business travel

{only operative if indicated in the certificate validation document}

This extension to the certificate provides the following modifications to the insurance specifically in respect of any **business trip** made by **you**.

What is covered

1. In addition to the cover provided under Section E – Baggage and passport, **we** will pay **you** up to £750 for the accidental loss of, theft of or damage to **business equipment**. The amount payable will be the current market value, which takes into account a deduction for wear, tear and depreciation (loss of value), or **we** may at **our** option replace, reinstate or repair the lost or damaged **business equipment**.

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

2. **We** will pay reasonable additional accommodation and travelling expenses incurred in arranging for a colleague or business associate to take **your** place on a pre-arranged **business trip** in the event that:
 - a) **You** die.
 - b) **You** are unable to make the **business trip** due to **you** being hospitalised or totally disabled as confirmed in writing by a **medical practitioner**.
 - c) **Your close relative** or **close business associate** in the **United Kingdom** dies, is seriously injured or falls seriously ill.

Special conditions relating to claims

1. **You** must report to the local Police in the country where the incident occurred within 24 hours of discovery or as soon as possible after that and get (at **your** own expense) a written report of the loss, theft or attempted theft of all **business equipment**.
2. If **business equipment** is lost, stolen or damaged while in the care of a carrier, transport company, authority, hotel or **your** accommodation provider **you** must report to them, in writing, details of the loss, theft or damage and get (at **your** own expense) written confirmation. If **business equipment** is lost, stolen or damaged whilst in the care of an airline **you** must:
 - a) get 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 keep a copy).
 - c) keep all travel tickets and tags for submission if **you** are going to make a claim under this certificate.
3. **You** must keep receipts for items lost, stolen or damaged as these will help **you** to substantiate **your** claim.

What is not covered

1. In respect of subsection 1. of What is covered:
 - a) The first £50 of each and every claim per incident claimed for under this section by each **insured person** but limited to £100 if **family cover** or **single parent cover** applies.
 - b) Loss, theft of or damage to **business equipment** left **unattended** at any time (including in a vehicle or in the custody of carriers) unless deposited in a hotel safe or safety deposit box, left in **your** locked accommodation or contained in a vehicle at any time between 9 am and 9 pm (local time) and:
 - i) it is locked out of sight in a **secure baggage area**
 - ii) forcible and violent means have been used by an unauthorised person to effect entry into the vehicle and evidence of such entry is available.

- c) Loss or damage due to delay, confiscation or detention by customs or any other authority.
- d) Wear and tear, depreciation (loss of value), deterioration or loss or damage by atmospheric or climatic conditions by moth vermin by any process of cleaning, repairing or restoring mechanical or electrical breakdown.
- e) Loss of, theft of or damage to films, tapes, cassettes, cartridges or discs other than for their value as unused materials unless purchased pre-recorded when **we** will pay up to the makers latest list price.

2. In respect of subsection 2. of What is covered:

- a) Additional costs under subsection 2. b) of What is covered if **you** were totally disabled, hospitalised or **you** were on a waiting list to go into hospital at the time of arranging the **business trip**.
- b) Additional costs under subsections 2. b) and c) of What is covered if **you** were aware of circumstances at the time of arranging the **business trip** which could reasonably have been expected to lead to cancellation of the **business trip**.

3. In respect of subsections 1. and 2. of What is covered:

- a) Any loss or damage arising out of **you** engaging in manual work.
- b) Any financial loss, costs or expenses incurred arising from the interruption of **your** business.
- c) Anything mentioned in the General exclusions applicable to all sections of the certificate on page 5.

Claims evidence

We will require (at **your** own expense) the following evidence where relevant:

- A Police report from the local Police in the country where the incident occurred for all loss, theft or attempted theft.
- A Property Irregularity Report from the airline or a letter from the carrier where loss, theft or damage occurred in their custody.
- A letter from **your** tour operator's representative, hotel or accommodation provider where appropriate.
- Keep all travel tickets and tags for submission.
- Receipts or valuations for items lost, stolen or damaged.
- Repair report where applicable.
- A medical certificate from the treating **medical practitioner** explaining why **you** were unable to make the **business trip**.
- In the event of death the original death certificate.
- **Your** unused travel tickets.
- Receipts or bills for any transport, accommodation, or other costs, charges or expenses claimed for.

Any other relevant information that **we** may ask **you** for.

Section S – Wedding/Civil partnership cover (only operative if indicated in the certificate validation document)

Special definitions relating to this section (which are shown in italics)

You/your/insured person/insured couple

- means the couple travelling to be married or to enter into a civil partnership whose names appear in the certificate validation document.

Wedding

- means the religious or civil ceremony at which the couple become married or register as civil partners of each other.

Wedding attire

- means dress, suits, shoes and other accessories bought specially for the *wedding* and make-up, hair styling and flowers paid for or purchased for the *wedding* forming part of *your baggage*.

What is covered

1. **We** will pay up to the amounts shown for the accidental loss of, theft of or damage to the items shown below forming part of *your baggage*:
 - a) £300 for each *wedding* ring taken or purchased on the **trip** for each *insured person*
 - b) £750 for *wedding* gifts taken or purchased on the **trip** for the *insured couple*
 - c) £1,000 for *your wedding attire* which is specifically to be worn by *you* on *your wedding* day.The amount payable will be the value at today's prices less a deduction for wear tear and depreciation (loss of value), or **we** may at **our** option replace, reinstate or repair the lost or damaged **baggage**.
2. **We** will pay the *insured couple* up to £500 for the reasonable additional costs incurred to reprint/make a copy of or retake the photographs/video recordings either at a later date during the **trip** or at a venue in the **United Kingdom** if:
 - a) the professional photographer who was booked to take the photographs/video recordings on *your wedding* day is unable to fulfil such obligations due to **bodily injury**, illness or unavoidable and unforeseen transport problems, or
 - b) the photographs/video recordings of the *wedding* day taken by a professional photographer are lost, stolen or damaged within 15 days after the *wedding* day and whilst *you* are still at the holiday/honeymoon location.

You may claim only under one of either Section S – Wedding/civil partnership cover, Section E – Baggage or Section Q – Cruise cover for the same event.

Special conditions relating to claims

1. *You* must report to the local Police in the country where the incident occurred within 24 hours of discovery or as soon as possible after that and get (at **your** own expense) a written report of the loss, theft or attempted theft of all **baggage**.
2. If **baggage** is lost, stolen or damaged while in the care of a carrier, transport company, authority, hotel or *your* accommodation provider *you* must report to them, in writing, details of the loss, theft or damage and get (at **your** own expense) written confirmation. If **baggage** is lost, stolen or damaged whilst in the care of an airline *you* must:
 - a) get 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) keep all travel tickets and tags for submission if *you* are going to make a claim under this certificate.
3. *You* must keep receipts for items lost, stolen or damaged as these will help **you** to substantiate **your** claim.

What is not covered

1. The first £50 of each and every claim per incident claimed for under this section by each *insured person* but limited to £100 in all if **family cover** or **single parent cover** applies.
2. Loss, theft of or damage to **valuables** left **unattended** at any time (including in a vehicle or in the custody of carriers) unless deposited in a hotel safe, safety deposit box or left in *your* locked accommodation.
3. Loss, theft of or damage to **baggage** contained in an **unattended** vehicle:
 - a) overnight between 9 pm and 9 am (local time) or
 - b) at any time between 9 am and 9 pm (local time) unless:
 - i) it is locked out of sight in a **secure baggage area**
 - ii) forcible and violent means have been used by an unauthorised person to effect entry into the vehicle and evidence of such entry is available.
4. Loss or damage due to delay, confiscation or detention by customs or any other authority.
5. Loss, theft of or damage to unset precious stones, contact or corneal lenses, hearing aids, dental or medical fittings, antiques, musical instruments, documents of any kind, bonds, securities, perishable goods (such as foodstuff), bicycles, **ski equipment**, **golf equipment** and damage to suitcases (unless the suitcases are entirely unusable as a result of one single incidence of damage).

6. Loss or damage due to cracking, scratching, breakage of or damage to china, glass (other than glass in watch faces, cameras, binoculars or telescopes), porcelain or other brittle or fragile articles unless caused by fire, theft, or accident to the vessel, aircraft or vehicle in which they are being carried.
7. Loss or damage due to breakage of sports equipment or damage to sports clothing whilst in use.
8. Loss, theft of or damage to **business equipment**, business goods, samples, tools of trade, motor accessories and other items used in connection with *your* employment or occupation.
9. Loss or damage caused by wear and tear, depreciation (loss of value), deterioration, atmospheric or climatic conditions, moth, vermin, any process of cleaning repairing or restoring, mechanical or electrical breakdown.
10. Anything mentioned in the General exclusions applicable to all sections of the certificate on page 5.

Claims evidence

We will require (at **your** own expense) the following evidence where relevant:

- A Police report from the local Police in the country where the incident occurred for all loss, damage, theft or attempted theft.
- A Property Irregularity Report from the airline or a letter from the carrier where loss, theft or damage occurred in their custody.
- A letter from **your** tour operator's representative, hotel or accommodation provider where appropriate.
- Keep all travel tickets and tags for submission.
- Receipts or valuations for items lost, stolen or damaged.
- Repair report where applicable.
- A medical certificate from the treating **medical practitioner** or relevant transport provider or authority explaining why the professional photographer was unable to fulfil his/her obligations.
- Any other relevant information that **we** may ask **you** for.

Section T – Travel disruption cover (Premier)

(only operative if indicated in the certificate validation document)

Special definition relating to this section

Pre-paid charges

- means charges **you** have paid before **you** travel, or are contracted to pay, for car hire, car parking, airport accommodation, airport lounge access, kennel and cattery fees, excursions, (where cover under Section U – Golf cover is operative) green fees and (where the appropriate winter sports premium has been paid) ski school fees, lift passes and hired **ski equipment**.

What is covered

Before you reach your destination

1. **We** will pay **you** up to £5,000 for **your** proportion only of any unused travel, accommodation and other **pre-paid charges** (including excursions up to £250) that **you** cannot claim back from any other source if **you** cannot travel and have to cancel **your trip** as a result of:
 - a) The **public transport** on which **you** were booked to travel from **your home area** being cancelled or delayed for at least 5 hours from the scheduled time of departure; or
 - b) **You** being involuntarily denied boarding (because there are too many passengers for the seats available) and no suitable alternative flight could be provided within 5 hours; or
 - c) The Travel Advice Unit of the Foreign & Commonwealth Office (FCO) or other regulatory authority in a country to/from which **you** are travelling advising against all travel or all but essential travel to the country or specific area **you** are travelling to providing the advice came into force after **you** purchased this insurance or booked the **trip** (whichever is the later) and was within 28 days of **your** departure date; or
 - d) The insolvency of the accommodation providers or their booking agents, fire, flood, earthquake, explosion, volcanic eruption and/or volcanic ash clouds, tsunami, landslide, avalanche, hurricane, storm or an outbreak of food poisoning or an infectious disease meaning **you** cannot use **your** booked accommodation.
2. **We** will pay **you** up to £5,000 for **your** proportion only of any reasonable additional travel (including up to £200 for taxis and hire cars) and accommodation costs (room only) which are of a similar standard to that of **your** pre-booked travel and accommodation that **you** cannot claim back from any other source if **you** have to make alternative arrangements to reach **your** destination as a result of:
 - a) The **public transport** on which **you** were booked to travel from **your home area** being cancelled or delayed for at least 5 hours, diverted or re-directed after take-off; or
 - b) **You** being involuntarily denied boarding (because there are too many passengers for the seats available) and no suitable alternative flight could be provided within 5 hours.
3. If the **public transport** on which **you** were booked to travel from **your home area** including any onward connecting flights is cancelled or delayed for at least 5 hours **we** will pay **you** £20 for the first 5 hours delay and £20 for each full 12 hours delay after that up to a maximum of £100 providing **you** eventually continue the **trip** (*this will help you pay for telephone calls made and meals and refreshments purchased during the delay*).
4. **We** will pay **you** up to £5,000 for **your** proportion only of any unused travel, accommodation and other **pre-paid charges** (including excursions up to £250) that **you** cannot claim back from any other source if **you** fail to:
 - a) arrive at the departure point in the **United Kingdom** in time to board the **public transport** on which **you** are booked to travel on for the initial international outbound leg of the **trip**; or
 - b) reach **your** final destination in the case of a **trip** solely within the **United Kingdom**

as a result of any of the following events:

- i. the failure of other **public transport**; or
- ii. an accident to or breakdown of the vehicle in which **you** are travelling; or
- iii. an accident or breakdown happening ahead of **you** on a public road which causes an unexpected delay to the vehicle in which **you** are travelling; or
- iv. strike or industrial action; or
- v. adverse weather conditions preventing **you** from leaving **your home**, travelling by road, rail or any other means, or reaching the international departure point or **your** final destination in the **United Kingdom** because they are inaccessible due to the weather conditions

and despite making or attempting to make alternative arrangements to reach **your** destination, **you** choose to cancel **your trip** before departure from the **United Kingdom** (or before reaching **your** destination in the case of a **trip** solely within the **United Kingdom**), because no suitable alternative **public transport** or other transport facilities could be provided in time to enable **you** to safely continue with at least 50 percent of **your** booked **trip**.

5. **We** will pay **you** up to £500 for **your** reasonable additional travel (including up to £200 for taxis and hire cars) and accommodation costs (room only) which are of a similar standard to that of **your** pre-booked travel and accommodation **you** have to pay to reach **your** overseas destination that **you** cannot claim back from any other source if **you** fail to arrive at the departure point in time to board any onward connecting **public transport** on which **you** are booked to travel as a result of:
 - a) The failure of other **public transport**; or
 - b) Strike, industrial action or adverse weather conditions; or
 - c) **You** being involuntarily denied boarding (because there are too many passengers for the seats available) and no other suitable alternative flight could be provided within 12 hours.

While you are at your destination

6. **We** will pay **you** up to £5,000 for **your** proportion only of any unused travel, accommodation (including excursions up to £250) and other **pre-paid charges** that **you** cannot claim back from any other source together with any reasonable additional travel (including up to £200 for taxis and hire cars) and accommodation costs which are of a similar standard to that of **your** pre-booked travel and accommodation (for example full or half board, all inclusive, bed and breakfast, self catering or room only) if **you** have to:
 - a) Move to other accommodation at any point during **your trip** as a result of the insolvency of the accommodation providers or their booking agents, fire, flood, earthquake, explosion, volcanic eruption and/or volcanic ash clouds, tsunami, landslide, avalanche, hurricane, storm or an outbreak of food poisoning or an infectious disease meaning **you** cannot use **your** booked accommodation; or
 - b) **Curtail your trip** with prior authorisation of AXA Assistance as a result of the insolvency of the accommodation providers or their booking agents, fire, flood, earthquake, explosion, volcanic eruption and/or volcanic ash clouds, tsunami, landslide, avalanche, hurricane, storm or an outbreak of food poisoning or an infectious disease meaning **you** cannot use **your** booked accommodation and **you** need to be repatriated to **your home**; or
 - c) **Curtail your trip** with prior authorisation of AXA Assistance as a result of the Travel Advice Unit of the Foreign & Commonwealth Office (FCO) or other regulatory authority in the country **you** are in recommending evacuation from the country or specific area **you** have travelled to providing the advice came into force after **you** left **your home area** to commence the **trip**.

On the way home

7. **We** will pay **you** up to £5,000 for **your** proportion only of any reasonable additional travel (including up to £200 for taxis and hire cars) and accommodation costs which are of a similar standard to that of **your** pre-booked travel and accommodation (for example full or half board, all inclusive, bed and breakfast, self catering or room only) that **you** cannot claim back from any other source if **you** have to make alternative arrangements to return to **your home** or stay longer outside of **your home area** as a result of:
 - a) The **public transport** on which **you** were booked to travel to **your home area** including connections being cancelled or delayed for at least 5 hours, diverted or re-directed after take-off; or
 - b) **You** being involuntarily denied boarding (because there are too many passengers for the seats available) and no suitable alternative flight could be provided within 5 hours.
8. If the **public transport** on which **you** were booked to travel to **your home area** including any onward connecting flights is cancelled or delayed for at least 5 hours **we** will pay **you** £20 for the first 5 hours delay and £20 for each full 12 hours delay after that up to a maximum of £100 providing **you** return to **your home** on the next available suitable **public transport** (*this will help you pay for telephone calls made and meals and refreshments purchased during the delay*).
9. **We** will pay **you** up to £500 for **your** reasonable additional travel (including up to £200 for taxis and hire cars) and accommodation costs (room only) which are of a similar standard to that of **your** pre-booked travel and accommodation **you** have to pay to return to **your home** that **you** cannot claim back from any other source if **you** fail to arrive at the departure point in time to board any onward connecting **public transport** on which **you** are booked to travel including those within the **United Kingdom** as a result of:
 - a) The failure of other **public transport**; or
 - b) Strike, industrial action or adverse weather conditions; or
 - c) **You** being involuntarily denied boarding (because there are too many passengers for the seats available) and no other suitable alternative flight could be provided within 5 hours.

You can only claim under one of either Section T – Travel disruption cover, Section H – Delayed departure, Section I – Missed departure or Section N – Ski pack for the same event.

Special conditions relating to claims (applicable to all sections of cover)

1. If **you** fail to notify the travel agent, tour operator, provider of transport or accommodation (or their booking agents) 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. **You** must get (at **your** own expense) written confirmation from the provider of the accommodation or their booking agents (or the administrators of either), the local Police or relevant authority that **you** could not use **your** accommodation and the reason for this.
3. **You** must give notice as soon as possible to AXA Assistance of any circumstances making it necessary for **you** to return **home** and before any arrangements are made for **your** repatriation.
4. **You** must check in according to the itinerary supplied to **you** unless **your** tour operator, the **public transport** operator (or their handling agents) have requested **you** not to travel to the departure point.
5. **You** must allow enough time for the **public transport** or other transport to arrive on schedule and to deliver **you** to the departure point.
6. **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 being denied boarding and the reason for these together with details of any alternative transport offered.

7. **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 such terms and/or (where applicable) **your** rights under EU Air Passenger Rights legislation in the event of denied boarding, cancellation or long delay of flights.
8. Where applicable **you** must get (at **your** own expense) written confirmation from the **public transport** operator (or their handling agents) and/or provider of accommodation (or their booking agents) that compensation, assistance or reimbursement of any costs, charges and expenses incurred by **you** will not be provided and the reason for this.

What is not covered (applicable to all sections of cover)

1. The first £50 of each and every claim, per incident claimed for, under this section by each **insured person** (except claims under subsections 3. and 8. of What is covered) but limited to £100 if **family cover** or **single parent cover** applies.
2. Claims arising within the first 7 days after **you** purchased this insurance or the date **you** booked any **trip** (whichever is the later) which relate to an event which was occurring or **you** were aware could occur at the time **you** purchased this insurance or booked the **trip** (whichever is the later).
3. 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 accident to or breakdown of the vehicle in which **you** are travelling when a repairers report or other evidence is not provided.
 - c) Breakdown of any vehicle owned by **you** which has not been serviced properly and maintained in accordance with manufacturer's instructions.
 - d) An aircraft or sea vessel being withdrawn from service (temporary or otherwise) on the recommendation or the Civil Aviation Authority, Port Authority or any similar body in any country.
 - e) 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.
4. Any claims arising whilst **you** are on a day-trip.
5. The cost of Air Passenger Duty (APD) whether irrecoverable or not.
6. Travel tickets paid for using any airline mileage or supermarket reward scheme (for example Avios), unless evidence of specific monetary value can be provided.
7. 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.
8. Any costs incurred by **you** which are recoverable from the providers of the accommodation, their booking agents (or the administrators of either) or for which **you** receive or are expected to receive compensation or reimbursement.
9. Any costs incurred by **you** which are recoverable from the **public transport** operator or for which **you** receive or are expected to receive compensation, damages, refund of tickets, meals, refreshments, accommodation, transfers, communication facilities or other assistance.
10. 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-imburement.
11. Any travel and accommodation costs, charges and expenses where the **public transport** operator has offered reasonable alternative travel arrangements.

12. Any costs for normal day to day living such as food and drink which **you** would have expected to pay during **your trip** (except as provided for under subsections 6. and 7. of What is covered where **you** have to move to other accommodation or stay longer outside of **your home area**).
13. Any unused travel costs arising from the insolvency of **your** transport provider.
14. For subsection 4. only of What is covered, **your** disinclination to travel or make or attempt to make alternative arrangements to reach your destination where reasonable alternative travel facilities were available and no severe weather warnings for the area concerned or notices of road closures on **your** planned route had been issued.
15. Any cost if **your trip** was booked as part of a **package** holiday except under:
 - a) subsections 3 and 8 of What is covered; or
 - b) subsections 1 and 7 of What is covered for any cost relating to **pre-paid charges** which do not form part of **your package** holiday; or
 - c) subsections 1, 2, 4, and 5 of What is covered if **you** failed to reach **your** overseas destination to commence the **package** holiday due to an event covered under this section and because of this **you** were not entitled to claim compensation, assistance or reimbursement of any costs, charges and expenses incurred by **you** from the tour operator .
16. Anything mentioned in the General exclusions applicable to all sections of the certificate.

Claims evidence

We will require the following evidence where relevant:

- A copy of the advice against all travel or all but essential travel issued by the Foreign & Commonwealth office (FCO).
- Booking confirmation together with a cancellation invoice from **your** travel agent, tour operator, provider of transport/accommodation (or their booking agents).
- A letter from the **public transport** provider detailing the reasons for failure.
- A letter from the relevant **public transport** provider, carrier or authority confirming details of the strike or industrial action.
- In the case of adverse weather conditions a report from the Met Office, **public transport** provider, carrier or authority, relevant highway agency, local authority, local radio station or newspaper confirming details of the adverse weather conditions and if road closures on **your** planned route were made and/or red or amber severe weather warnings issued for the area concerned.
- In the case of **curtailment** claims, written details from **your** travel agent, tour operator, provider of transport/accommodation (or their booking agents) of the separate costs of transport, accommodation, Air Passenger Duty (APD), taxes, duties, surcharges and other pre-paid costs or charges that made up the total cost of the **trip**.
- **Your** unused travel tickets.
- Written confirmation from **your public transport** operator (or their handling agents) of the cancellation, number of hours delay or denied boarding and the reason for these together with confirmation of **your** check in times and details of any alternative transport offered.
- Written confirmation from the company providing the accommodation or their booking agents (or the administrators of either), the local police or relevant authority that **you** could not use **your** accommodation and the reason for this.
- Receipts or bills for any transport, accommodation or other costs, charges or expenses claimed for.
- Written confirmation from the provider of transport/accommodation or **your** tour operator that compensation, assistance or reimbursement of any costs, charges and expenses incurred by **you** will not be provided and the reason for this.
- Any other relevant information that **we** may ask **you** for.

To make a claim under this section please call:

For curtailment and/or repatriation claims +44 (0)845 303 8580 or other claims 0845 850 5193

Section U – Golf cover

(only operative if indicated in the certificate validation document)

This extension to the certificate provides the following modifications to the insurance specifically in respect of any golfing **trips** taken by **you**:

Loss of green fees

What is covered

In addition to the cover provided under Section A – Cancellation or curtailment charges, **we** will pay **you** up to £75 per day, up to a maximum of £300 for any irrecoverable unused green fees which you have paid or are contracted to pay if

- a) cancellation of the **trip** is necessary and unavoidable or
- b) the **trip** is **curtailed** before completion

as a result of any of the events detailed under What is covered in Section A - Cancellation or curtailment charges occurring.

You may claim only under one of either Section U – Golf cover or Section A - Cancellation or curtailment charges for the same event, not both.

Golf equipment cover

What is covered

In addition to the cover provided under Section E – Baggage, **we** will pay **you** up to the amounts shown below:

1. £1,000 for the accidental loss of, theft of or damage to **golf equipment**.

The amount payable will be the value at today's prices less a deduction for wear, tear and depreciation (loss of value), or **we** may at **our** option replace, reinstate or repair the lost or damaged **golf equipment**.

2. £300 for the emergency replacement of **golf equipment** if **your golf equipment** is temporarily lost in transit during the outward journey and not returned to **you** within 12 hours, as long as **we** receive written confirmation from the carrier, confirming the number of hours the **golf equipment** was delayed.

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

3. £25 per day, up to a maximum of £200 for the reasonable cost of hiring replacement **golf equipment** as a result of the accidental loss of, theft of or damage to or temporary loss in transit during the outward journey for more than 24 hours of **your own golf equipment**, as long as **we** receive written confirmation from the carrier, confirming the number of hours the **golf equipment** was delayed.

Liability for golf buggies whilst in use

What is covered

In addition to the cover provided under Section G – Personal liability, **we** will pay **you** up to £2,000,000 (including legal costs and expenses) against any amount **you** become legally liable to pay as compensation for any claim or series of claims arising from any one event or source of original cause in respect of accidental:

1. **Bodily injury**, death, illness or disease to any person who is not in **your** employment or who is not a **close relative** or member of **your** household

2. Loss of or damage to property that does not belong to and is neither in the charge of or under the control of **you**, a **close relative**, anyone in **your** employment or any member of **your** household arising from **your** ownership possession or use of a golf buggy.

Special conditions relating to claims

1. **You** must get (at **your** own expense) a medical certificate from a **medical practitioner** and the prior approval of AXA Assistance to confirm the necessity to return **home** prior to **curtailment** of the **trip** due to death, **bodily injury**, illness or disease.
2. If **you** fail to notify the travel agent, tour operator or golf club 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 otherwise applied.
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, a consultant specialising in the relevant field or
 - b) any other **bodily injury**, illness, disease 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. **We** need the medical certificate completed as soon as **you** find out it is necessary to cancel the **trip**, as any delay in seeing a **medical practitioner** could mean that **your** symptoms are no longer present. If **you** cannot get an immediate appointment, please make one for as early as possible and keep all details of this to help substantiate **your** claim.
4. **You** must report to the local Police in the country where the incident occurred within 24 hours of discovery or as soon as possible after that and get (at **your** own expense) a written report of the loss, theft or attempted theft of all **golf equipment**.
5. If **golf equipment** is lost, stolen or damaged while in the care of a carrier, transport company, authority, hotel or **your** accommodation provider **you** must report to them, in writing, details of the loss, theft or damage and get (at **your** own expense) written confirmation. If **golf equipment** is lost, stolen or damaged whilst in the care of an airline **you** must:
 - a) get 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) keep all travel tickets and tags for submission to **us** if **you** are going to make a claim under this certificate.
6. **You** must keep receipts for items lost, stolen or damaged as these will help **you** to substantiate **your** claim.
7. **You** must give **us** written notice of any incident, which may give rise to a claim as soon as possible.
8. **You** must send **us** every writ, summons, letter of claim or other document as soon as **you** receive it.
9. **You** must not admit any liability or pay, offer to pay, promise to pay or negotiate any claim without **our** permission in writing.
10. **We** will be entitled to take over and carry out in **your** name the defence of any claims for indemnity or damages or otherwise against any third party. **We** shall have full discretion in the conduct of any negotiation or proceedings or in the settlement of any claim and **you** shall give **us** all necessary information and assistance which **we** may require.

11. If **you** die, **your** legal representative(s) will have the protection of this cover as long as they comply with the terms and conditions outlined in this certificate.

What is not covered

1. The first £50 of each and every claim per incident claimed for under What is covered subsection 1. in the Golf equipment cover above by each **insured person** but limited to £100 in all if **family cover** or **single parent cover** applies.
2. Any claims arising directly or indirectly from:
 - a) **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**.
 - b) 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 cancellation or **curtailment** of the **trip**.
3. Loss, theft of or damage to **golf equipment** contained in an **unattended** vehicle:
 - i) overnight between 9 pm and 9 am (local time) or
 - ii) at any time between 9 am and 9 pm (local time) unless it is locked out of sight in a **secure baggage area**.
4. Loss or damage due to delay, confiscation or detention by customs or any other authority.
5. Loss or damage caused by wear and tear, depreciation (loss in value), deterioration, atmospheric or climatic conditions, moth, vermin, any process of cleaning repairing or restoring, mechanical or electrical breakdown.
6. Anything mentioned in the General exclusions applicable to all sections of the certificate on page 5.

Claims evidence

We will require (at **your** own expense) the following evidence where relevant:

- A medical certificate from the treating **medical practitioner** (or in the case of stress, anxiety, depression or any other mental or nervous disorder, either a registered mental health professional if **you** are under the care of a Community Mental Health Team or if not, a consultant specialising in the relevant field) explaining why it was necessary for **you** to cancel or **curtail** the **trip**.
- In the case of death causing cancellation or **curtailment** of the **trip**, the original death certificate.
- Booking confirmation together with a cancellation invoice from **your** travel agent, tour operator or golf club.
- In the case of **curtailment** claims, written details from **your** travel agent, tour operator or golf club of the separate costs of green fees that made up part of the total cost of the **trip**.
- **Your** unused travel tickets.
- Receipts or bills for any costs, charges or expenses claimed for.
- In the case of compulsory quarantine a letter from the relevant authority or the treating **medical practitioner**.
- In the case of jury service or witness attendance the court summons.
- The letter of redundancy for redundancy claims.
- A letter from the commanding officer concerned, confirming cancellation of authorised leave or call up for operational reasons.
- In the case of serious damage to **your home** a report from the Police or relevant authority.
- A Police report from the local Police in the country where the incident occurred for all loss, theft or attempted theft.

- A Property Irregularity Report from the airline or a letter from the carrier where loss, theft or damage occurred in their custody.
- A letter from **your** tour operator's representative, hotel or accommodation provider where appropriate.
- Keep all travel tickets and tags for submission.
- Receipts or valuations for items lost, stolen or damaged and for all items of **golf equipment** replaced if **your golf equipment** is temporarily lost in transit for more than 12 hours.
- Receipts or bills detailing the costs incurred in hiring replacement **golf equipment**.
- A letter from the carrier confirming the number of hours **your golf equipment** was delayed for.
- Repair report where applicable.
- Full details in writing of any incident involving the use of a golf buggy on a golf course.
- Any writ, summons, letter of claim or other document must be sent to **us** as soon as **you** receive it.

Any other relevant information that **we** may ask **you** for.

TRAVEL DISPUTE PROFESSIONAL FEES POLICY



IMPORTANT NOTICE REGARDING THE OPERATION OF THIS POLICY.
FAILURE TO COMPLY WITH THESE TERMS COULD MEAN THAT WE DECLINE TO PAY A CLAIM.

- * All potential claims must initially be reported to Our Claims Helpline Service, which operates between the hours of 09.00 – 17.00 Mondays to Friday excluding Bank Holidays.

Claims Helpline Service – 01384 377000 **(Please Quote Reference Number LES/643/0696)**

- * This is a policy where You must notify Us during the Period of Insurance and within 30 days of any circumstances which may give rise to any claim under this policy. Failure to do so could mean that We decline to pay a claim for Your Professional Fees.
- * Whilst the policy may include events that occur Worldwide, policy cover will only operate where Legal Proceedings can be brought within the Court of United Kingdom Jurisdiction.
- * If You can convince Us that there are sensible prospects of being successful in Your claim and that it is reasonable for Professional Fees to be paid We will:-
 - take over the claim on Your behalf.
 - appoint a specialist of Our choice to act on Your behalf.
- * We may limit the Professional Fees that We will pay under the policy where:-
 1. We consider it is unlikely a reasonable settlement of Your claim will be obtained;
 2. there are insufficient prospects of obtaining recovery of any sums claimed; or
 3. the potential settlement amount of Your claim is disproportionate compared with the time and expense incurred in pursuing or defending Your claim.Where it may cost Us more to handle a claim than the amount in dispute We may at Our option pay to You the amount in dispute which will then constitute the end of the claim under this policy.
- * If Legal Proceedings have been agreed by Us You may at this stage decide to nominate and use Your own solicitor or indeed, You may wish to continue to use Our own specialists. If You decide to nominate Your own Professional We must agree this in advance and You will be responsible for any Professional Fees in excess of those which Our own specialists would normally charge Us (details are available upon request).
- * At conclusion of Your claim if You are awarded any costs (not Your damages), these must be paid to Us.
- * In the event that You make a claim under this policy which You subsequently discontinue due to Your own disinclination to proceed, any legal costs incurred to date will become Your own responsibility and will be required to be repaid to the insurer.

Please note that if You engage the services of anyone prior to making contact with the Claims Helpline Service and incur any costs without our prior written approval these costs will not be covered by this insurance.

If upon receipt of this policy You are unhappy with any of the requirements as stated above please advise Your insurance adviser within 14 days of issue, who subject to You not having travelled or made a claim under this policy, will arrange a full refund of premium.

IMPORTANT POLICY INFORMATION

All potential claims must initially be reported to Our Claims Helpline Service, which operates between the hours of 09.00 – 17.00 Monday to Friday excluding Bank Holidays.

**The Claims Helpline Service telephone number is 01384 377000.
(Please quote reference number LES/643/0696)**

If You wish to make a claim or you have a query relating to policy cover, then you should contact:

Claims Department
Legal Insurance Management Ltd
16-18 Hagley Road
Stourbridge
West Midlands
DY8 1PS

DEFINITIONS

Agent

The Agent appointed by the Coverholder to transact this insurance with You.

Authorised Representative

A solicitor, counsel, claims handler or mediator, or other appropriately qualified person appointed and approved by Us under the terms and conditions of this Policy to represent Your or an Insured Person's interests.

Claims Specialist

Our own claims panel solicitor or claims handler.

Event

The initial event act or omission which sets off a natural and continuous sequence of events that subsequently gives rise to a claim for indemnity against Us.

Excess

The first £35 of each and every claim.

Holiday

A holiday trip outside of the UK or a holiday within the UK which includes two or more consecutive nights stay in Pre-Booked Holiday Accommodation.

Insured Person

The persons named within the Policy Schedule attached to this policy.

Insurer

UK General Insurance Limited on behalf of AXA Assistance (UK) Limited, registered in England No..FC008998. Registered Office: The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR.

Legal Insurance Management Ltd, UK General Insurance Ltd and AXA Assistance (UK) Ltd are authorised and regulated by the Financial Services Authority (FSA). This can be checked on the FSA's register by visiting the FSA's website at www.fsa.gov.uk/register.

Legal Proceedings

When formal Legal Proceedings are issued against an opponent in a Court of Law.

Limit of Indemnity

£25,000 being the maximum We will pay including incidents related by time or cause.

Period of Insurance

The Period of Insurance shown in the Schedule.

Policyholder, You, Your

The person who has paid the premium and is named in the Schedule as the Policyholder.

Pre-Booked Accommodation

A commercially run premises where a fee is charged which has been booked prior to Your departure on Your Holiday not including premises owned by friends or family.

Professional Fees

Legal fees and costs reasonably and properly incurred by the Authorised Representative, with Our prior written authority including costs incurred by another party for which You are made liable by Court Order, or may pay with Our consent in pursuit of a civil claim in the Territorial Limits arising from an Insured Incident.

In the event that the matter falls within the limits of a Small Claims Court, the maximum amount payable to the Authorised Representative shall be limited to the maximum amount recoverable from that respective Court.

Schedule

The document which shows details of You and this insurance and is attached to and forms part of this policy.

Standard Professional Fees

The level of Professional Fees that would normally be incurred by Us in either handling this matter using Our own Claims Specialists or a nominated Authorised Representative of Our choice.

Territorial Limits

Worldwide but only where Legal Proceedings can be brought in a Court of United Kingdom Jurisdiction.

Time of Occurrence

When the Event occurred or commenced whichever is the earlier.

We, Us, Our

The insurers and/or Legal Insurance Management Ltd, the Coverholder.

COVER

You have paid the premium and supplied to Us a proposal and declaration or other information which shall be the basis of this contract and be incorporated in this policy.

Upon payment of the policy excess We will indemnify You in accordance with Our Standard Professional Fees and where requested by You any other Insured Person up to the Limit of Indemnity subject to the terms, conditions and exclusions of this policy, against Professional Fees arising from an Insured Incident within the Territorial Limits where You notify Us within 30 days of returning from the holiday which is subject to the dispute and which may give rise to any claim under this policy.

INSURED EVENTS

(Section 1)

Consumer Disputes

What is Covered?	What is Excluded?
<p>Pursuing a breach of contract claim arising from a contract (which must be evidenced and recorded in writing) entered into by or on Your behalf for the purposes of undertaking a Holiday in order to seek compensation and or implementation of the contract from the following:-</p> <ul style="list-style-type: none">a) Your Tour Operator or Holiday Companyb) Your Travel Agentc) a Car Hire company with whom You have pre-booked a vehicled) an Airline, Ferry, Train, Cruise liner or Coach Operatore) a Hotelier or Property Owner <p>Subject to the cause of action arising within the Territorial Limits and where Legal Proceedings are able to be brought in a Court of United Kingdom jurisdiction.</p>	<p>Excluding:-</p> <ul style="list-style-type: none">1. any matter where the value of the goods or services in dispute or the total instalments due at the time of making the claim is less than £150.2. an Event not reported to the Insurer within 30 days of returning from the holiday subject to the dispute.3. Professional Fees and expenses which a Court of Criminal Jurisdiction orders to be paid.4. actions pursued in order to obtain satisfaction of a judgement or legally binding decision.5. the Insured Person's travelling expenses, subsistence allowances or compensation for absence from work.6. any claim where the Event arises from incidents which have occurred or services and the like which have been provided prior to the first inception date of this insurance.

GENERAL POLICY EXCLUSIONS

This insurance does not cover:-

1. Professional Fees incurred: -
 - a) in respect of any Insured Incident where the Event commenced prior to the inception of the insurance.
 - b) before Our written acceptance of a claim.
 - c) before Our approval or beyond those for which We have given Our approval.
 - d) where You fail to give proper instructions in due time to Us or to the Authorised Representative.
 - e) where You are responsible for anything which in Our reasonable opinion prejudices Your case.
 - f) if You withdraw instructions from the Authorised Representative, fail to respond to the Authorised Representative, withdraw from the Legal Proceedings or the Authorised Representative refuses to continue to act for You.

POLICY CONDITIONS

- g) in respect of the amount in excess of Our Standard Professional Fees where You have elected to use an Authorised Representative of Your own choice.
 - h) that exceed the maximum amount recoverable from that respective Court in relation to matters that fall within Small Claims Court limits.
 - i) where You decide that You no longer wish to pursue Your claim as a result of disinclination. All costs incurred up until this stage will become Your responsibility.
2. The pursuit of any claim if We consider it is unlikely a reasonable settlement will be obtained or where the likely settlement amount is disproportionate compared with the time and expense incurred.
 3. Claims which are conducted by You in a manner different from the advice or proper instructions of the Authorised Representatives.
 4. Appeals unless You notify Us in writing of Your wish to appeal at least six working days before the deadline for giving notice of appeal expires, and We consider the appeal to have a reasonable chance of success.
 5. Any Professional Fees and expenses that could have been recovered under any other insurance except beyond the amount which would be payable under such insurance had this Policy not been effected.
 6. Damages, fines or other penalties You are ordered to pay by a Court tribunal or arbitrator.
 7. Claims arising from an Insured Incident arising from Your deliberate act, omission or misrepresentation.
 8. Claims arising from:-
 - a) ionising, radiations or contamination by radioactivity from irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - b) any radioactive toxic explosive or other hazardous properties of any nuclear assembly or component thereof.
 - c) war, terrorism or any like or any associated risk.
 - d) seepage, pollution or contamination of any kind.
 - e) pressure waves caused by aircraft or other aerial devices.
 9. Any dispute relating to written or verbal remarks which damage Your reputation.
 10. Any Professional Fees relating to Your alleged dishonesty, criminal act, or violent behaviour.
 11. Any claims relating to cosmetic treatment, surgery or tanning.
 12. Legal Proceedings outside the United Kingdom and proceedings in constitutional international or supranational courts or tribunals including the European Court of Justice and the Commission and Court of Human Rights.
 13. A dispute which relates to any compensation or amount payable under a contract of insurance.
 14. An application for judicial review.
 15. Any claim arising from stress or a stress related condition, involving medical or clinical negligence, or pharmaceutical or any related claims (including but not limited to tobacco products).
 16. Any claim in respect of which an Insured Person is entitled to Legal Aid.
 17. Disputes between an Insured Person and their Family or a matrimonial or co-habitation dispute.
 18. Fees payable to the Appointed Representative that exceed the maximum amount recoverable from the respective Court where the dispute falls within the limits of a Small Claims Court.
 19. Any matter arising from or relating to any business or trading activity or venture for gain undertaken by an Insured Person including but not limited to any personal guarantee and investment in unlisted companies.
 20. Legal Proceedings between an Insured Person and a central or local government authority.
 21. Any claims made or considered against Us, the Agent or Authorised Representatives used to handle any claim.

Alteration of Risk

You shall notify Us immediately of any alteration in risk which materially affects this insurance.

Observance

Our liability to make any payment under this policy will be conditional on You complying with the terms and conditions of this insurance.

Claims

You must tell Us in writing within 30 days of returning from the respective holiday about any matter, which could result in a claim being made under this Policy, and must obtain in writing Our consent to incur Professional Fees.

We will give such consent if You can satisfy Us that there are sufficient prospects of success in pursuing Your claim and that it is reasonable for Professional Fees to be paid and You have paid the Excess.

We may require You at Your expense to obtain the opinion of an expert or counsel on the merits of a claim or Legal Proceedings. If We subsequently agree to accept the claim, the costs of such opinion will be covered.

If after receiving a claim or during the course of a claim We decide that:

1. Your prospects of success are insufficient or
2. It would be better for You to take a different course of action or
3. We cannot agree to the claim.

We will write to You giving Our reasons and We will not then be bound to pay any further Professional Fees for this claim.

We may limit any Professional Fees that We will pay under the policy in the pursuit continued pursuit or defence of any claim:

1. If We consider it is unlikely a reasonable settlement will be obtained or
2. Where the likely settlement amount is disproportionate to the time and expense necessary to achieve a settlement
3. We consider that it is unlikely that You will recover the sums due and or awarded to You.

Alternatively We may at Our option pay to You the amount in dispute which shall be deemed to represent full and final settlement under this policy.

In the event that You make a claim under this policy which You subsequently discontinue due to Your own disinclination to proceed, any legal costs incurred to date will become Your own responsibility and will be required to be repaid to the Insurer.

UK General Insurance Ltd is an Insurer's agent and in the matters of a claim act on behalf of the Insurer.

Representation

We will take over and conduct in Your name the prosecution, pursuit, or settlement of any claim. The Authorised Representative nominated and appointed by Us will act on Your behalf and You must accept Our nomination.

If Legal Proceedings have been agreed by Us, You may nominate Your own Authorised Representative whose name and address You must submit to Us. In selecting Your Authorised Representatives You shall have regard to the common law duty to minimise the cost for Your claim. Any dispute arising from this shall be referred to Arbitration in accordance with the Conditions of this policy.

Where You have elected to use Your own nominated Authorised Representative You will be responsible for any Professional Fees in excess of Our Standard Professional Fees.

Conduct of Claim

1. You shall at all times co-operate with Us and give to Us and the Authorised Representative evidence, documents and information of all material developments and shall attend upon the Authorised Representative when so requested at Your own expense.
2. We shall have direct access at all times to and shall be entitled to obtain from the Authorised Representative any information, form, report, copy of documents, advice computation, account or correspondence relating to the matter whether or not privileged, and You shall give any instructions to the Authorised Representative which may be required for this purpose. You or Your Authorised Representative shall notify Us immediately in writing of any offer or payment into Court made with a view to settlement and You must secure Our written agreement before accepting or declining any such offer.
3. We will not be bound by any promise or undertaking given by You to the Authorised Representative or by either of You to any Court, witness, expert, agent or other person without Our agreement.

Recovery of Costs

You should take all reasonable steps to recover costs and expenses. If another person is ordered, or agrees, to pay You all or any costs and expenses, charges or compensation You will do everything possible (subject to Our directions) to recover the money and hold it on Our behalf. If payment is made by instalments these will be paid to Us until We have recovered the total amount that the other person was ordered, or agreed to pay by way of costs.

Fraud

We have the right to refuse to pay a claim or to avoid this insurance in its entirety if You make a claim which is in any respect false or fraudulent.

Data Protection

The data supplied by You will only be used for the purposes of processing Your policy of insurance, including underwriting, administration and handling any claim which may arise. The data supplied will not be passed to any other parties other than those which We have mentioned hereon.

It is important that the data You have supplied is kept up to date. You should therefore notify Us promptly of any changes. You are entitled upon the payment of an administration fee to inspect the personal data which We are holding about You. If You wish to make such an inspection, You should contact Legal Insurance Management Ltd, 16-18 Hagley Road, Stourbridge, West Midlands DY8 1PS.

We may respond to enquiries by the Police concerning Your policy in the normal course of their investigations. Where it is necessary to administer Your policy effectively, to protect Your interests, or for fraud prevention and detection purposes, We may disclose data You have supplied to other third parties such as solicitors, other insurers, law enforcement agencies, etc.

Reasonable Care

You must take all reasonable steps to prevent incidents that may give rise to a claim and to minimise the amount payable by Us.

Cancellation

We hope You are happy with the cover this policy provides. However, if after reading this policy, this insurance does not meet with Your requirements, please return it to Your Agent within 14 days of issue we will refund Your premium, provided you have not travelled or made a claim.

The Insurer shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by sending 14 days' notice to the Insured at their last known address. Provided the premium has been paid in full the Insured shall be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance. A charge may be imposed based upon the usage of Our Claims Helpline Service during this period.

Acts of Parliament

Any reference to Act of Parliament within this Policy shall include an amending or replacing Act and shall also include where applicable equivalent legislation in Scotland Northern Ireland and under European Law where applied in the UK.

Arbitration

Any dispute between You and Us will be governed by the laws of England and Wales and shall be referred to a single arbitrator, who shall either be a solicitor on whom we both agree, or if we cannot agree, one who is nominated by the Law Society. Where appropriate the dispute will be resolved on the basis of written submissions. The costs of resolving the dispute will be met in full by the party against whom the decision is made. If the decision is not clearly made against either party, the arbitrator shall have the power to apportion costs.

Contracts (Rights of Third Parties) Act 1999

Unless expressly stated nothing in this insurance contract will create rights pursuant to the Contracts (Rights of Third Parties) Act 1999 in favour of anyone other than the parties to the insurance contract.

Notices

Any letter or notice concerning this insurance will be properly issued if it is sent to the last known address of the person intended to receive it.

Helpline Service

All potential claims must be reported initially to the Claims Helpline Service for advice and support. We will not accept responsibility if the Claims Helpline Service fails for reasons beyond Our control.

Law

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

Complaints Procedure

In the event of a complaint arising under this insurance, You should in the first instance write to the Agent who arranged this insurance and if the matter still remains unresolved thereafter You should write to:-

The Managing Director
Legal Insurance Management Ltd
16-18 Hagley Road
Stourbridge
West Midlands
DY8 1PS

Please ensure Your policy number is quoted in all correspondence to assist a quick and efficient response.

In the event You remain dissatisfied and wish to make a complaint, you can do so by contacting the following:-

Customer Relations Manager
UK General Insurance Limited
Cast House
Old Mill Business Park
Gibraltar Island Road
Leeds
LS10 1RJ
Tel: 0845 218 2685
Email:customerrelations@ukgeneral.co.uk

If it is not possible to reach an agreement, You have the right to make an appeal to the Financial Ombudsman Service.

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

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

Tel: 0845 080 1800

This does not affect Your statutory rights.

Compensation Scheme

AXA Assistance (UK) Limited is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme, if it cannot meet its obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. You can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk .