



Kingswood

Travel Insurance Policy

A Member of the  Zurich Insurance Group

Endsleigh Insurance Services Limited is authorised and regulated by the Financial Conduct Authority.
This can be checked on the Financial Services Register by visiting their website at www.fsa.gov.uk/register/firmSearchForm.do
Endsleigh Insurance Services Limited, Company No. 856706 registered in England at Shurdington Road, Cheltenham Spa, Gloucestershire GL51 4UE.

KING/0814

Introduction

This is **Your** Endsleigh travel insurance policy. It contains details of cover, conditions and exclusions relating to each **Insured Person** and is the basis on which all claims will be settled. It is validated by the issue of the **Statement of Insurance** which must be attached to the policy. In return for having accepted **Your** premium **We** will in the event of **Bodily Injury**, death, illness, disease, loss, theft, damage, legal liability or other specified events happening within the **Period of Insurance** provide insurance in accordance with the operative sections of **Your** policy as referred to in **Your Statement of Insurance**.

The **Statement of Insurance** and any endorsements are all part of the policy.

The information **You** have supplied forms part of the contract of insurance with **Us**. **Your** policy is evidence of that contract. **Your** contract of insurance and all communications before and during **Your** contract of insurance will be provided in English.

Residency

United Kingdom residents

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

Other residents

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

The Law applicable to this policy

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

Age eligibility

This policy is not available to anyone aged 86 or over.

Policy excess

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

Policy information or advice

If **You** would like more information or if **You** feel the insurance may not meet **Your** needs, telephone **Our** customer helpline on 0800 121 6560.

Please carry this policy with **You** in case of an emergency.

Your Insurer

This policy is underwritten by Inter Partner Assistance SA (IPA), whose registered branch office in Ireland is 10/11 Mary Street, Dublin 1, Ireland (company number 906006) and is regulated by the Central Bank of Ireland. IPA is a branch of Inter Partner Assistance SA, a Belgian firm of Avenue Louise, 166 bte1, 1050, Brussels, which is authorised by the National Bank of Belgium and is subject to limited regulation by the Financial Conduct Authority (FCA) in the United Kingdom. Details about the extent of its regulation by the FCA are available from us on request. Some of the services under this policy will be provided by IPA's agent, AXA Travel Insurance (company number 426087), of the same Ireland address. All companies are members of the AXA Assistance Group.

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Definitions

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

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

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

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

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

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

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

Curtailement/Curtailment – means either:

a) abandoning or cutting short the **Trip** by immediate and direct return to the **Your Home Country**, in which case claims will be calculated from the day **You** returned to the **Your Home Country** and based on the number of complete days of **Your Trip You** have not used, or

b) by attending a hospital abroad 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.

Emergency Assistance Service – means the service provider, arranged by AXA Travel Insurance, 10/11 Mary Street, Dublin 1, Ireland (company number 426087).

Group Equipment – means equipment which is accompanying the group (or for which the group is legally responsible) which are worn, used or carried by **You** during any **Trip**.

Group 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, phonecards and credit/debit or charge cards all held for private purposes by a group leader.

Home – means **Your** normal place of residence.

Home Country – means **Your** normal country of residence.

Medical Condition – means any disease, illness or injury.

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

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

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

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

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

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

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

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

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

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

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

Valuables – means jewellery, gold, silver, precious metal or precious or semiprecious stone articles, watches, furs, cameras, camcorders, photographic, audio, video, computer, television and telecommunications equipment (including CD's, DVD's, MP3/MP4 players, tapes, films, cassettes, cartridges and headphones), portable satellite navigation systems, computer games and associated equipment, telescopes and binoculars.

General conditions applicable to the whole policy

To benefit from the full protection of **Your** policy **You** must comply with the following conditions.

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

1. Dual insurance

If at the time of any incident which results in a claim under this policy, there is another insurance covering the same loss, damage, expense or liability **We** will not pay more than **Our** proportional share (not applicable to section 4 – Personal accident).

2. Reasonable precautions

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

3. Cancellation

14 Day Cooling Off Period

You may cancel this policy and all associated cover sections within 14 days starting from the day **You** receive **Your** policy documents (the Cancellation Period) by writing to the address shown in **Your Statement of Insurance** during the Cancellation Period. **We** will refund **Your** premium less a charge for the period **You** have been insured. **We** will also charge a cancellation fee as shown in **Your** policy summary. In the event **You** have travelled or a claim or an incident likely to give rise to a claim has occurred during the current **Period of Insurance**, no refund of premium will be given. **Cancellation Outside the 14 Day Cooling Off Period**

This policy may be cancelled:

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

Claims Conditions

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

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

1. Claims

You must notify **Us** preferably by phone at the address given below, depending on the type of claim:

All claims except legal expenses

Endsleigh Insurance, P.O. Box 432, Cheltenham Spa, Gloucestershire GL50 3YD

Tel. +44(0) 844 472 2502

Email: travel.claims@endsleigh.co.uk

Legal expenses only

AXA Assistance, The Quadrangle, 106/118 Station Road

Redhill, Surrey, RH1 1PX

Tel: +44(0) 870 350 5716

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

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

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

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

2. Subrogation

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

3. Fraud

You must not act in a fraudulent manner. If **You** or anyone acting for **You**

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

Then

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

Important conditions relating to health

To benefit from the full protection of **Your** policy **You** must comply with the following conditions. If **You** do not comply **We** may at **Our** option cancel the policy or refuse to deal with **You** or their claim or reduce the amount of any claim payment.

It is a condition of this policy that **You** will not be covered under section 1 – Cancellation or curtailment charges, section 2 – Emergency medical and other expenses, section 3 – Hospital benefit and section 4 – Personal accident for any claims arising directly or indirectly from:

A) At the time of taking out this policy:

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

B) At any time:

1. 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 this **You** still travel.
2. Any surgery, treatment or investigations for which **You** or anyone insured on this policy intend to travel outside **Your Home Country**, to receive (including any expenses incurred due to the discovery of other **Medical Conditions** during and/or complications arising from these procedures).
3. Any **Medical Condition** for which **You** are not taking the recommended treatment or prescribed medication as directed by a **Medical Practitioner**.
4. **You** travel against any health requirements stipulated by the carrier, their handling agents or other public transport provider.

General exclusions applicable to all sections of the policy

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

1. War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, **Terrorism**, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power but this exclusion shall not apply to losses under section 2 – Emergency medical and other expenses, section 3 – Hospital benefit and section 4 – Personal accident unless such losses are caused by nuclear, chemical or biological attack, or the disturbances were already taking place at the beginning of any **Trip**.
2. Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste, from combustion of nuclear fuel, the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component of such assembly.
3. Loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
4. **Your** participation in or practice of any professional entertaining or professional sports.
5. **Your** participation in or practice of any other sport or activity, manual work or racing unless:
 - a) shown as covered without charge in the list on page 9 or
 - b) shown as covered in **Your Statement of Insurance**.
6. **Your** wilfully, self-inflicted injury or illness, suicide or attempted suicide, sexually transmitted diseases, solvent abuse, alcohol abuse, the use of drugs (other than drugs taken in accordance with treatment prescribed and directed by a **Medical Practitioner**, but not for the treatment of drug addiction), self-exposure to needless peril (except in an attempt to save human life).
7. **Your** own unlawful action or any criminal proceedings against **You**.
8. 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.
9. Operational duties of a member of the Armed Forces (other than claims arising from authorised leave being cancelled due to operational reasons, as provided for under sub section 4. of section 1 – Cancellation or curtailment charges).
10. **Your** use of a motorised vehicle unless a full **United Kingdom** or full International driving licence is held permitting the use of such vehicles in the **United Kingdom** or outside **Your Home Country**.
11. **Your** travel to a country or specific area or event to which the Travel Advice Unit of the Foreign & Commonwealth Office or the World Health Organisation has advised the public not to travel.

Sports and activities covered

The following lists detail the sports and activities that this policy will cover. If **You** are participating in any other sports or activities not mentioned, please telephone **Our** customer helpline on 0800 030 4510 as **We** may be able to offer cover for an additional premium. Details of those sports and activities for which **You** have purchased cover will be added to **Your Statement of Insurance**.

Covered as standard

*No cover under section 7 –

Personal liability for these sports or activities administrative or clerical occupations

aerobics

archery

badminton

banana

boating

baseball

basketball

BMX biking (no stunting or racing)

body boarding (boogie boarding)

bowls

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

*camel riding

canoeing (up to grade 2 rivers)

*catamaran sailing (if qualified or accompanied by a qualified person and no racing)

*clay pigeon shooting

climbing (on climbing wall only)

cricket

croquet

curling

cycling (wearing a helmet and no racing)

deep sea fishing

*dinghy sailing (no racing)

*driving any motorised vehicle for which **You** are licensed to drive in **Your Home Country** (other than in motor rallies or competitions)

elephant riding

fell walking/running fencing

fishing

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

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

glacier walking

*go karting (within organisers guidelines)

golf

hiking

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

hot air ballooning (organised pleasure rides only)

hydro zorbing

indoor climbing (on climbing wall)

*jet boating (no racing)

*jet skiing (no racing)

jogging

kayaking (up to grade 2 rivers)

netball

octopus

open water swimming (professionally

escorted tours only)

orienteeing

*paint balling (wearing eye protection)

pony trekking (wearing a helmet)

*quad biking (wearing a helmet and no racing)

racket ball rambling

*rifle range shooting rings

roller skating and blading (wearing pads & helmets)

rounders

rowing (no racing)

running (non-competitive and not marathon of any type)

safari trekking in a vehicle (must be organised tour)

safari trekking on foot (must be organised tour)

*sailing (if qualified)

sandboarding

sand dune surfing/skiing

*sand yachting (no racing)

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

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

snorkelling

softball squash

students working as counsellors or university exchanges for practical course work (non manual)

surfing

swimming

swimming with dolphins

Sydney harbour bridge walk

table tennis

ten pin bowling

tennis

track and field

athletics

trampolineing

trekking up to 2,500 metres altitude

tug of war

volleyball

wake boarding

walking

*war games (wearing eye protection)

water polo

water skiing

whale watching

wind surfing

working farm visits (organised

school visit supervised by

teachers and farm staff)

*yachting (if qualified or

accompanied by a qualified

instructor and no racing) zorbing

Emergency and Medical Service

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

Medical assistance abroad

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

Payment for medical treatment abroad

If **You** are admitted to a hospital/clinic while abroad, the Emergency Assistance Service will arrange for medical expenses covered by the policy to be paid direct to the hospital/clinic. To take advantage of this benefit someone must contact the Emergency Assistance Service for **You** as soon as possible.

For simple out-patient treatment, **You** should pay the hospital/clinic yourself and claim back medical expenses from **Us** on **Your** return **Home**. Beware of requests for **You** to sign for excessive treatment or charges. If in doubt regarding any such requests, please call the Emergency Assistance Service for guidance.

Reciprocal health agreements

EU, EEA or Switzerland

If **You** are travelling to countries within the European Union (EU), the European Economic Area (EEA) or Switzerland **You** are strongly advised to obtain a European Health Insurance Card (EHIC) postal application form 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 either a European Health Insurance Card or private health insurance, **We** will not apply the deduction of excess under section 2 - Emergency medical and other expenses.

Australia

If **You** require medical treatment in Australia **You** must enrol with a local MEDICARE office. **You** do not need to enrol on arrival but **You** must do this after the first occasion **You** receive treatment. In-patient and out-patient treatment at a public hospital is then available free of charge. Details of how to enrol and the free treatment available can be found in the Health advice for Travellers booklet available from **Your** local Post Office or by visiting either www.dh.gov.uk/travellers or the MEDICARE website on <http://www.humanservices.gov.au>. Alternatively please call the Emergency Assistance Service for guidance.

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

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

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

Section 1 – Cancellation or curtailment charges

What is covered

We will pay **You** up to the cost of the tour operator's holiday 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 or complication 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 with whom **You** have arranged to reside temporarily
 - d) **Your Close Relative**
 - e) **Your Close Business Associate**.
 2. Compulsory quarantine, jury service attendance or being called as a witness at a Court of Law of **You** or any person with whom **You** are travelling or have arranged to travel with.
 3. Redundancy (which qualifies for payment under current redundancy payment legislation of **Your Home Country** and at the time of booking the **Trip** there was no reason to believe anyone would be made redundant) of **You** or a parent of an **Insured Person** aged under 18 years of age or any person with whom **You** are travelling or have arranged to travel with.

What is not covered

1. The first £25 (nil in respect of claims for loss of deposit or for any **Trip** under £100) of each and every claim per incident claimed for under this section by each **Insured Person**.
2. The cost of Airport Departure Duty.
3. Any claims arising directly or indirectly from:
 - a) Redundancy caused by or resulting from misconduct leading to dismissal or from resignation or voluntary redundancy or where a warning or notification of redundancy was given prior to the date this insurance is purchased by **You** or the time of booking any **Trip** (whichever is the earlier).
 - b) Circumstances known to **You** prior to the date this insurance is purchased by **You** or the time of booking any **Trip** (whichever is the earlier) which could reasonably have been expected to give rise to cancellation or **Curtailment** of the **Trip**.
 - c) Normal pregnancy, without accompanying **Bodily Injury**, illness, disease or complication. This section is designed to provide cover for unforeseen events, accidents, illnesses and diseases and normal childbirth would not constitute an unforeseen event.
4. Travel tickets paid for using any airline mileage reward scheme, for example Air Miles.
5. Anything mentioned in the general exclusions on page 8.
You should also refer to the important conditions relating to health on page 7.

What is covered

4. **You** or a parent of an **Insured Person** aged under 18 years of age or any person with whom **You** are travelling or have arranged to travel with are a member of the Armed Forces, Police, Fire, Nursing or Ambulance Services or employees of a Government Department and have **Your**/their authorised leave cancelled for operational reasons, provided that such cancellation or **Curtailment** could not reasonably have been expected at the time this insurance is purchased by **You**.
5. The Police requesting **You** to remain at or return to **Your Home** due to serious damage to **Your Home** caused by fire, aircraft, explosion, storm, flood, subsidence, malicious persons or theft.

Special conditions relating to claims

1. **You** must obtain (at **Your** own expense) a medical certificate from a **Medical Practitioner** in attendance and prior approval of the Emergency Assistance Service to confirm the necessity to return Home prior to **Curtailment** of the **Trip** due to death, **Bodily Injury**, illness or complication arising as a direct result of pregnancy.
2. If **You** fail to notify the travel agent, tour operator or provider of transport/accommodation as soon as it is found 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
 - i. Stress, anxiety, depression or any other mental or nervous disorder that **You**, any person with whom **You** are travelling or have arranged to travel with, any person with whom **You** have arranged to reside temporarily, **Your Close Relative** or **Your Close Business Associate** are suffering from **You** must provide a medical certificate from a consultant specialising in the relevant field or
 - ii. Any other **Bodily Injury**, illness or complications arising as a direct result of pregnancy **You** must provide a medical certificate from a **Medical Practitioner** stating that this necessarily and reasonably prevented **You** from travelling.

Section 2 – Emergency medical and other expenses

What is covered

We will pay **You** up to £5,000,000 (£10,000 within the **United Kingdom** if this is **Your Home Country**) for the following expenses which are necessarily incurred within 12 months of the incident as a result of **You** suffering unforeseen **Bodily Injury** or illness and/or compulsory quarantine:

1. Emergency medical, surgical, hospital, ambulance and nursing fees and charges incurred outside **Your Home Country**.
2. Emergency dental treatment for the immediate relief of pain (to natural teeth only) up to a limit of £250 incurred outside **Your Home Country**.
3. In the event of **Your** death:
 - a) outside **Your Home Country** the reasonable additional cost of funeral expenses abroad up to a maximum of £2,500 plus the reasonable cost of conveying **Your** ashes or **Your** body to **Your Home**.
 - b) within **Your Home Country** the reasonable additional cost of returning **Your** ashes or body to **Your Home** up to a maximum of £750.
4. Reasonable additional transport of the identical class of travel utilised on the outward journey and or accommodation expenses incurred, up to the standard of **Your** original booking, if it is medically necessary for **You** to stay beyond **Your** scheduled return date.

This includes, with the prior authorisation of the Emergency Assistance Service, reasonable additional transport and/or accommodation expenses up to a maximum of £3,000 for one friend or **Close Relative** to remain with **You** or travel to **You** from **Your Home Country** or escort **You** and additional travel expenses to return **You** to **Your Home** if **You** are unable to use the return ticket.

What is not covered

1. The first £25 of each and every claim per incident claimed for under this section by each **Insured Person**.
2. Any claims arising directly or indirectly in respect of:
 - a) Cost of telephone calls, other than:
 - i) calls to the 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 telephone from the 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** or illness.
 - e) Any form of treatment or surgery which in the opinion of the **Medical Practitioner** in attendance and the Emergency Assistance Service can be delayed reasonably until **Your** return to **Your Home Country**.
 - f) Expenses incurred in obtaining or replacing medication or obtaining treatment or ongoing regular therapy, which at the time of departure is known to be required or to be continued outside **Your Home Country**.
 - 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 the Emergency Assistance Service.
 - i) Any expenses incurred after **You** have returned to **Your Home Country**.

What is covered

5. With the prior authorisation of the Emergency Assistance Service, the additional costs incurred in the use of air transport or other suitable means, including qualified attendants, to repatriate **You** to **Your Home** if it is medically necessary. Repatriation expenses will be in respect only of the identical class of travel utilised on the outward journey unless the Emergency Assistance Service agree otherwise.
6. **We** will pay up to £5,000 for reasonable additional travel and accommodation expenses incurred if **You** have a replacement group leader sent out to **Your** party following a valid **Curtailement** claim being made under Section 1 – Cancellation or curtailment charges, by the official group leader.

Special conditions relating to claims

1. **You** (or someone on **Your** behalf) must give notice as soon as possible to the Emergency Assistance Service of any **Bodily Injury** or illness which necessitates **Your** admittance to hospital as an in-patient or before any arrangements are made for **Your** repatriation.
2. In the event of **Your Bodily Injury** or illness **We** reserve the right to relocate **You** from one hospital to another and arrange for **Your** repatriation to **Your Home Country** at any time during the **Trip**. **We** will do this if in the opinion of the **Medical Practitioner** in attendance or the Emergency Assistance Service **You** can be moved safely and/or travel safely to **Your Home Country** to continue treatment.

What is not covered

- 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 Country**.
- 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 the Emergency Assistance Service it is safe to do so.
 - m) 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 claim for search and rescue not supported by a written statement from the appropriate authority involved in the search and/or rescue.
4. Anything mentioned in the general exclusions on page 8.

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

Section 3 – 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 Country** up to a maximum of £400 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 2 – 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.

Special conditions relating to claims

1. **You** must give notice as soon as possible to the Emergency Assistance Service or **Us** of any **Bodily Injury** or illness which necessitates **Your** admittance to hospital as an in-patient.

What is not covered

1. Any claims arising directly or indirectly from:
 - a) Any additional period of hospitalisation relating to treatment or surgery, including exploratory tests, which are not directly related to the **Bodily Injury** or illness which necessitated **Your** admittance into hospital.
 - b) Hospitalisation relating to any form of treatment or surgery which in the opinion of the **Medical Practitioner** in attendance and the Emergency Assistance Service can be delayed reasonably until **Your** return to **Your Home Country**.
 - c) Any additional period of hospitalisation relating to treatment or services provided by a convalescent or nursing home or any rehabilitation centre.
 - d) Hospitalisation as a result of a tropical disease where **You** have not had the recommended inoculations and/or taken the recommended medication.
 - e) Any additional period of hospitalisation following **Your** decision not to be repatriated after the date when in the opinion of the Emergency Assistance Service it is safe to do so.
2. Anything mentioned in the general exclusions on page 8.

Section 4 - Personal accident

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

Loss of limb – means loss by permanent severance.

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

1. 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 twelve months in **Your** death, *Loss of limb*, *Loss of sight* or permanent total disablement.

What is not covered

- 1. Any claim for death from illness as a result of a tropical disease where You have not had the recommended inoculations and/or taken the recommended medication.
 - 2. Anything mentioned in the general exclusions on page 8.
- You** should also refer to the Important conditions relating to health on page 7.

BENEFIT	Age 16 & under	Age 17 to 75	Age over 75
a) Death	£5,000	£20,000	£5,000
b) <i>Loss of sight</i> : Total loss of sight in one or both eyes*	£25,000	£25,000	Not covered
c) <i>Loss of limb</i> whole arm or whole hand thumb index finger any other finger whole leg or whole foot big toe any other toe	£9,000 £3,000 £2,250 £1,000 £7,500 £1,500 £500	£9,000 £3,000 £2,250 £1,000 £7,500 £1,500 £500	Not covered
d) Loss of hearing: in both ears in one ear	£6,250 £1,500	£6,250 £1,500	Not covered

e) Permanent Total Disablement after 104 weeks except when compensation is paid under (b) above	£25,000*	£25,000*	Not covered
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*Please note: where **You** are not in any paid employment or paid occupations, this shall be defined as ‘all **Your** usual activities, pastimes and pursuits of any and other kind’.

2. We will pay the benefit shown below if **You** contract an illness during the **Period of Insurance** which shall solely and independently of any other cause, result in **Your** death during the **Period of Insurance**.

BENEFIT	Age 16 & under	Age 17 to 75	Age over 75
i. Death	£2,500	£5,000	Not covered

Special conditions relating to claims

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

Provisions

1. Benefit is not payable to **You**:

- a) Under more than one of items 1 a, b, c, d, e or 2.
- b) Under item 1e until one year after the date **You** sustain **Bodily Injury**
- c) Under item 1e if **You** are able or may be able to carry out any relevant employment or relevant occupation.

Section 5 – Baggage

What is covered

1. **We** will pay **You** up to the amounts shown below for the accidental loss, theft of or damage to:
 - a) **Baggage** £1,500 where **You** are aged over 16 years (£1,000 if **You** are aged 16 years or under) per **Insured Person**.
 - b) **Group Equipment** £750 per policy The amount payable will be the value at today's prices less a deduction for wear tear and depreciation, (or **We** may at **Our** option replace, reinstate or repair the lost or damaged **Baggage/ Group Equipment**).The maximum **We** will pay for the following items under 1 a) above is:
 - a) for any one article, pair or set of articles £200
 - b) the total for all **Valuables** £200 where **You** are aged over 16 years (£100 if **You** are aged 16 years or under).
2. **We** will also pay **You** up to £100 for the emergency replacement of clothing, medication and toiletries if the **Baggage** is temporarily lost in transit during the outward journey and not returned to **You** within 12 hours, provided written confirmation is obtained and sent to **Us** from the carrier, confirming the number of hours the **Baggage** was delayed.
If the loss is permanent the amount paid will be deducted from the final amount to be paid under this section.

What is not covered

1. The first £25 (nil in respect of for **Baggage** temporarily lost in transit) of each and every claim per incident claimed for under this section by each **Insured Person**.
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/ Group Equipment** contained in an **Unattended** vehicle:
 - a) overnight between 9 p.m. and 9 a.m. (local time) or
 - b) at any time between 9 a.m. and 9 p.m. (local time) unless it is in the locked boot which is separate from the passenger compartment for those vehicles with a boot, or for those vehicles without a separate boot locked in the vehicle and covered from view.
4. Loss or damage due to delay, confiscation or detention by customs or any other authority.
5. Loss, theft of or damage to mobile phones, tablets, unset precious stones, contact or corneal lenses, hearing aids, dental or medical fittings, antiques, musical instruments, documents of any kind, bonds, securities, perishable goods, bicycles, **Ski Equipment** and damage to suitcases (unless the suitcases are entirely unusable as a result of one single incidence of damage).
6. Loss or damage due to cracking, scratching, breakage of or damage to china, glass (other than glass in watch faces, cameras, binoculars or telescopes), porcelain or other brittle or fragile articles unless caused by fire, theft, or accident to the aircraft, sea vessel, train or vehicle in which they are being carried.
7. Loss or damage due to breakage of sports equipment or damage to sports clothing whilst in use.
8. Loss, theft of or damage to business goods (other than **Group Equipment**), samples, tools of trade, motor accessories and other items used in connection with Your business, trade, profession or occupation.

What is not covered

9. Loss or damage caused by wear and tear, depreciation, deterioration, atmospheric or climatic conditions, moth, vermin, any process of cleaning repairing or restoring, mechanical or electrical breakdown.
10. Anything mentioned in the general exclusions on page 8.

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 obtain (at **Your** own expense) a written report of the loss, theft or attempted theft of all **Baggage/ Group Equipment**.
2. If **Baggage/ Group Equipment** is lost, stolen or damaged while in the care of a carrier, transport company, authority, hotel or **Your** accommodation provider **You** must report to them, in writing, details of the loss, theft or damage and obtain (at **Your** own expense) written confirmation of the loss. If **Baggage/ Group Equipment** is lost, stolen or damaged whilst in the care of an airline **You** must:
 - a) obtain a Property Irregularity Report from the airline.
 - b) give formal written notice of the claim to the airline within the time limit contained in their conditions of carriage (please retain a copy).
 - c) retain all travel tickets and tags for submission if a claim is to be made under this policy.
3. **You** must provide (at **Your** own expense) an original receipt or proof of ownership for items lost, stolen or damaged to help **You** to substantiate **Your** claim.

Section 6 – Personal money, group money, passport and other documents

What is covered

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

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

- a) For bank notes coins £1,000.
 - b) For all other **Group Money** and documents £1,000
 - c) For emergency funds held by the group leader £500
2. We will pay **You** £500 for reasonable additional travel and accommodation expenses incurred necessarily abroad to obtain a replacement of **Your** lost or stolen passport or visa.
 3. 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 **Your** passports, visas and driving licence). In respect of foreign currency cover is also operative during the 72 hours immediately preceding **Your** departure on the outward journey. The maximum **We** will pay for the following items is:
 - a) If **You** are aged 16 years or under for bank notes, currency notes and coins £250
 - b) If **You** are aged over 16 years, for bank notes, currency notes and coins £150.

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 obtain (at **Your** own expense) a written report of the loss, theft or attempted theft of all **Personal Money**, **Group Money**, passport or documents.
2. If **Personal Money**, **Group Money**, or passports are lost, stolen or damaged while in the care of a hotel or **Your** accommodation provider **You** must report details of the loss, theft or damage to them in writing and obtain written confirmation of the loss
3. If documents are lost, stolen or damaged in the care of a carrier, transport company, authority, hotel or **Your** accommodation provider **You** must report details of the loss, theft or damage to them in writing and obtain written confirmation of the loss
4. If documents are lost, stolen or damaged whilst in the care of an airline **You** must:
 - a) give formal written notice of the claim to the airline within the time limit set out in their conditions of carriage (please retain a copy)
 - b) retain all travel tickets and tags for submission if a claim is to be made under this policy
5. **You** must provide (at **Your** own expense) an original receipt or proof of ownership for items lost, stolen or damaged to help **You** to substantiate **Your** claim.

What is not covered

1. The first £25 of each and every claim per incident claimed for under this section by each **Insured Person**.
2. Loss, theft of, or damage to **Personal Money**, **Group Money** or passport left **Unattended** at any time (including in a vehicle or in the custody of carriers) unless deposited in a hotel safe, safety deposit box or left in **Your** locked accommodation.
3. Loss, theft of, or damage to travellers' cheques if **You** have not complied with the issuers conditions or where the issuer provides a replacement service.
4. Loss or damage due to delay, confiscation or detention by customs or other authority.
5. Loss or damage due to depreciation in value, variations in exchange rates or shortages due to error or omission.
6. Anything mentioned in the general exclusions on page 8

Section 7 – Personal liability

What is covered

We will pay up to £2,000,000 (inclusive of legal costs and expenses) against any amount **You** become legally liable to pay as compensation for any claim or series of claims arising from 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 as soon as possible of any incident, which may give rise to a claim.
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** written consent.
4. **We** will be entitled if **We** so desire to take over and conduct in **Your** name the defence of any claims for indemnity or damages or otherwise against any third party. **We** shall have full discretion in the conduct of any negotiation or proceedings or in the settlement of any claim and **You** shall give **Us** all necessary information and assistance which **We** may require.
5. In the event of **Your** death, **Your** legal representative(s) will have the protection of this cover provided that such representative(s) comply(ies) with the terms and conditions outlined in this policy.

What is not covered

1. The first £25 of each and every claim per incident claimed for under this section by each **Insured Person** (increased to £200 in respect of holiday accommodation damage only).
2. Compensation or legal costs arising directly or indirectly from:
 - a) Liability which has been assumed by **You** under agreement unless the liability would have attached in the absence of such agreement.
 - b) Pursuit of any business, trade, profession or occupation or the supply of goods or services other than as a group leader.
 - c) Ownership possession or use of vehicles aircraft or watercraft (other than surfboards or manually propelled rowboats, punts or canoes).
 - d) The transmission of any communicable disease or virus.
 - e) Ownership or occupation of land or buildings (other than occupation only of any temporary holiday accommodation where **We** will not pay for the first £100 of each and every claim arising from the same incident).
3. Anything mentioned in the general exclusions on page 8.

Section 8 - Group leader expenses

What is covered

We will pay up to £500 to the group leader for reasonable expenses necessarily incurred owing to the unavoidable extension to, abandonment of or change to the planned itinerary of the trip once it has commenced due to:

- a) strike or
- b) riot or
- c) civil commotion or
- d) mechanical breakdown or
- e) adverse weather conditions

What is not covered

1. Any change to the itinerary by reason of strike, riot, civil commotion or adverse weather conditions existing or notified by declaration of intent at or prior to the date this policy is purchased.
2. Anything mentioned in the general exclusions on page 8.

Section 9 - Group leader liability

What is covered

We will pay up to £5,000,000 (inclusive of legal costs and expenses) against any amount the group leader becomes 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 the group leader.
3. Any liability described above falling on the Local Education Authority or, in the case of an independent school, the governing body in place of the group leader.

Special conditions relating to claims

1. **You** must give **Us** written notice as soon as possible of any incident, which may give rise to a claim.
2. **You** must 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** written consent.
4. **We** will be entitled if **We** so desire to take over and conduct in **Your** name the defence of any claims for indemnity or damages or otherwise against any third party. **We** shall have full discretion in the conduct of any negotiation or proceedings or in the settlement of any claim and **You** shall give **Us** all necessary information and assistance which **We** may require.
5. In the event of **Your** death, **Your** legal representative(s) will have the protection of this cover provided that such representative(s) comply(ies) with the terms and conditions outlined in this policy.

What is not covered

1. The first £25 of each and every claim per incident claimed for under this section by each **Insured Person** (increased to £200 in respect of holiday accommodation damage only).
2. Compensation or legal costs arising directly or indirectly from:
 - a) Liability which has been assumed by the group leader under agreement unless the liability would have attached in the absence of such agreement.
 - b) Pursuit of any business, trade, profession or occupation or the supply of goods or services other than as a group leader.
 - c) Ownership possession or use of vehicles aircraft or watercraft (other than surfboards or manually propelled rowboats, punts or canoes).
 - d) The transmission of any communicable disease or virus.
 - e) Ownership or occupation of land or buildings (other than occupation only of any temporary holiday accommodation where **We** will not pay for the first £200 of each and every claim arising from the same incident).
3. Anything mentioned in the general exclusions on page 8.

Section 10 – 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 **Your Home Country** for at least 12 hours from the scheduled time of departure due to:

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

We will pay **You**:

1. £30 for the first completed 12 hours delay and £20 for each full 12 hours delay thereafter up to a maximum of £100 or
2. Up to the cost of the tour operator's holiday or any irrecoverable unused travel and accommodation costs and other pre-paid charges which **You** have paid or are contracted to pay if after a minimum 12 hours has elapsed, **You** choose to cancel **Your Trip**.

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

You may claim only under section 10 – Delayed departure, section 11 – Missed departure or section 12 – Prevention of access for the same event, not all sections.

Special conditions relating to claims

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

What is not covered

1. Claims arising directly or indirectly from:

- a) Strike or industrial action or air traffic control delay existing or publicly declared by the date **You** purchased this insurance or at the time of booking any **Trip**.
- b) Withdrawal from service (temporary or otherwise) of an aircraft or sea vessel on the recommendation of the Civil Aviation Authority or a Port Authority or any similar body in any country.

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

Section 11 – Missed departure

What is covered

We will pay **You** up to £800 for reasonable additional accommodation (room only) and travel expenses necessarily incurred in reaching **Your** overseas destination or returning to **Your Home Country** if **You** fail to arrive at the international departure point in time to board the **Public Transport** on which **You** are booked to travel on the initial international journey of the **Trip** as a result of:

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

a) Strike or industrial action existing or declared publicly by the date **You**

You may claim only under section 10 Delayed departure, section 11 – Missed departure or section 12 - Prevention of access for the same event, not all sections.

Special conditions relating to claims

1. In the event of a claim arising from any delay occurring on a motorway or dual carriage way **You** must obtain (at **Your** own expense) written confirmation from the Police or emergency breakdown services of the location, reason for and duration of the delay.
2. **You** must allow sufficient time for the **Public Transport** or other transport to arrive on schedule and to deliver **You** to the departure point.

What is not covered

1. Claims arising directly or indirectly from purchased this insurance or at the time of booking any **Trip**.
 - a) An accident to or breakdown of the vehicle in which **You** are travelling for which a professional repairers report is not provided.
 - b) Breakdown of any vehicle in which **You** are travelling if the vehicle is owned by **You** and has not been serviced properly and maintained in accordance with manufacturers instructions.
 - c) Withdrawal from service (temporary or otherwise) of an aircraft or sea vessel on the recommendation of the Civil Aviation Authority or a Port Authority or any similar body in any country.
2. Additional expenses where the scheduled **Public Transport** operator has offered reasonable alternative travel arrangements.
3. Anything mentioned in the general exclusions on page 8.

Section 12 – Prevention of access

What is covered

We will pay **You** up to £100 for the first completed 24 hours up to a maximum of £500 if **You** are unable to reach **Your** destination to cover the cost of additional accommodation and travel expenses necessarily and reasonably incurred due to **Your** trip destination becoming inaccessible by road, rail or air transport due to:

- a) heavy snowfall or
- b) flood or
- c) avalanche or
- d) landslide

What is not covered

1. Withdrawal from service (temporary or otherwise) of an aircraft or sea vessel on the recommendation of the Civil Aviation Authority or a Port Authority or any similar body in any country.
2. Additional expenses where the scheduled **Public Transport** operator has offered reasonable alternative travel arrangements.
3. Anything mentioned in the general exclusions on page 8.

You may claim only under section 10 – Delayed departure, section 11 – Missed departure or section 12 – Prevention of access for the same event, not all sections.

Special conditions relating to claims

You must obtain a written report from the tour operator or their representative of the incident giving rise to the claim.

Section 13 – Overseas legal expenses and assistance

What is covered

We will pay up to £25,000 for legal costs to pursue a civil action for compensation if someone else causes **You Bodily Injury**, illness or death.

Where there are two or more **Insured Persons** insured by this policy, then the maximum amount payable by **Us** for all such claims shall not exceed the maximum of £25,000.

What is not covered

1. The first £100 of each and every claim per incident claimed for under this section by each **Insured Person**

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. Costs of any Appeal.
11. Claims occurring within **Your Home Country**.
12. Claims by **You** other than in **Your** private capacity.
13. Anything mentioned in the general exclusions on page 8.

Special conditions relating to claims

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

How to make a complaint

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

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

Alternatively **You** can contact **Us** by:

Telephone: 0800 085 8698

Post: Customer Liaison Department

Endsleigh Insurance Services Limited
Shurdington Road
Cheltenham
Gloucestershire
GL51 4UE

Full details of **Our** complaints procedures are enclosed.

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

Head of Customer Care
The Quadrangle
106-118 Station Road
Redhill
RH1 1PR
United Kingdom

Email: claimcomplaints@axa-assistance.co.uk

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

The Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR

Telephone 0800 023 4567 or +44 20 7964 0500 from outside the UK

Fax:020 7964 1001

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

Compensation Scheme

Inter Partner Assistance is a member of the Financial Services Compensation Scheme (FSCS). The FSCS is a safety net for customers of financial services firms should they not be able to meet their liabilities and **you** may be entitled to claim compensation in such event. Further information can be obtained from the FSCS.

Their contact details are Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU, United Kingdom

Call: 0800 678 1100 or 020 7741 4100,

Website: www.fscs.org.uk

The Endsleigh Group of Companies (“Endsleigh, We, Us”) Privacy Policy

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

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

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

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