



Free Spirit

Travel for *Treatment* insurance

Travel insurance for UK nationals travelling abroad for treatment

Single Trip travel insurance, for policies issued from 27th April 2011

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

Important Telephone Numbers

Customer Service & Sales	0845 260 1543
Emergency Assistance Service	+44 (0) 845 260 1549 +44 (0) 292 047 4136
Claims Service	0845 260 1624
Medical Tourists Helpline	0844 770 1053

Calls are recorded and monitored

Notes

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

At the start date of the policy You must be aged 74 years or under.

No cover is available for one-way trips.

Important Notice

Underwritten by

For sections 1 and 3 to 12:

AXA Insurance UK plc.

Registered Office: 5 Old Broad Street, London, EC2N 1AD.

Registered in England No. 78950.

For section 2:

International Passenger Protection Limited.

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

Registered in England 2498563. Cover is underwritten by a consortium of Association of British Insurers member Companies & Lloyds Syndicates.

AXA Insurance UK plc and International Passenger Protection Limited are authorised and regulated by the Financial Services Authority. This can be checked on the FSA's register by visiting the FSA's website at www.fsa.gov.uk/register or by contacting them on 0845 606 1234.

Arranged by

This insurance is arranged by travel insurance specialists:

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

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

Registered in England - No. 2534965.

The law applicable to this policy

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

Cover

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

Statutory cancellation rights

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

Cancellation outside the statutory period

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

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

Non-payment of premiums

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

Insurance Policy 2011/12

Summary of Cover

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

Section	Cover	Limit - up to (per person)	Policy Excess (per person)
1.	Cancellation or curtailment charges	£1,000*	£100
2.	Financial failure cover	£2,500	Nil
3A.	Emergency medical and other expenses - Emergency dental treatment limit - Funeral expenses abroad	£5,000,000 £300 £3,500	£100
3B.	Travel for <i>Treatment</i> extended cover Complications occurring after 48 hours - Additional accommodation expenses - Additional travel expenses - Extended recovery period	£5,000,000 £1,000 (£100 per day) £1,500 £1,000 (£100 per day)	£100 Nil Nil Nil
4.	Personal accident 1. Death 2. Loss of limb(s) sight 3. Permanent total disablement	£20,000 aged 16 to 69 years £5,000 aged 70 years & over £3,500 aged 15 years & under £20,000 aged up to 69 years £5,000 aged 70 years & over £20,000 aged up to 69 years Nil aged 70 years & over	Nil
5.	Baggage & passport - Single article, Pair or Set limit - Overall limit for Valuables Baggage delay (over 12 hours) Loss of passport Loss or damage to medical aids Loss or damage to prescribed medications	£2,000 £300 £500 £150 £200 £2,000 £500	£50 Nil Nil £50 £20
6.	Personal money and documents - Cash limit	£1,000 £250	£50
7.	Personal liability	£2,000,000	Nil £100 (damage to Trip Accommodation)
8.	Delayed departure or Trip cancellation (after 12 hours delay)	£120 (£30 each 12 hours) £1,000*	Nil £50
9.	Missed departure / missed connection	£1,000	Nil
10.	Travel risks Hijack/Kidnap Mugging Catastrophe	£2,500 (£100 per day) £250 £750	Nil
11.	Legal expenses	£25,000 (£50,000 policy maximum)	Nil
Winter sports extension - only available on payment of the appropriate additional premium			
12.	Winter sports Ski equipment (own) - Single article, Pair or Set limit - Ski equipment (hired) limit Delayed ski equipment Ski pack (loss of) Piste closure Avalanche / weather delay	£500 £300 £150 £200 £300 £300 (£30 per day) £200	£50 Nil Nil Nil Nil

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

Important Information

Thank You for taking out Free Spirit Travel for *Treatment* insurance with Us.

This document is Your travel insurance policy. It contains details of cover, conditions and exclusions relating to each Insured Person and is the basis on which all claims will be settled. It is validated by the issue of the Policy Schedule which must be attached to the policy.

It is very important that You read the whole of this policy before You travel and make sure You understand exactly what is and is not covered and what to do if You need to claim. If You have any queries, please contact Us on 0845 260 1543.

How Your policy works

Your policy and Policy Schedule is a contract between You and Us. We will pay for any claim You make which is covered by this policy and happens during the period of insurance.

Unless specifically mentioned the benefits and exclusions within each section, apply to each Insured Person. Your policy does not cover all possible events and expenses. Certain words have a special meaning as shown under the heading 'Definition of words'. These words start with a capital letter throughout the policy document.

Data protection

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

Eligibility

This policy is only available to You if:

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

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

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

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

Extension of cover

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

Period of insurance

Cancellation cover is effective from the date shown on the Policy Schedule and terminates on commencement of the planned Trip.

Financial failure cover begins on the start date shown on the Policy Schedule and finishes at the end of Your Trip.

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

Policy excess

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

Telling Us about relevant facts

A contract of insurance requires You to disclose all relevant facts and give full and true answers to all questions to the best of Your knowledge and belief. If You fail to do so Your insurance cover may not protect You in the event of a claim.

If there is a change in health of anyone insured under this policy after You have purchased this insurance but before You travel, You must contact the medical prescreening line on **0845 260 1543** as soon as possible. We will tell You if the change in Your health will affect Your insurance and if cover can continue. If You are not sure whether something is relevant You must tell Us anyway

Geographical Areas

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

Area 1 **United Kingdom & Isle of Man**

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

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

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

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

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

Important Conditions Relating to Your Health

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

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

1. It is a condition of this policy that unless You have been given Our agreement You will not be covered under section 1 - Cancellation or curtailment charges, section 3A - Emergency medical and other expenses and section 4 - Personal accident for any claims arising directly or indirectly from:

- a) at the time of taking out this policy:
 - i) You have an Existing Medical Condition unless You have consulted Us by telephoning Our Medical Screening Service on **0845 260 1543** and We have agreed to provide cover;
 - ii) You have received a terminal prognosis unless declared to Our Medical Screening Service and accepted by Us;
 - iii) You have any Medical Condition for which You are on a waiting list for or have knowledge of the need for surgery, in-patient treatment, investigation at a hospital, clinic or nursing home or been referred to, or in the care of, a specialist consultant, unless declared to Our Medical Screening Service and accepted by Us;
 - iv) You have any Medical Condition You are aware of but for which You have not had a diagnosis;
 - v) any Medical Condition affecting You, a Close Relative, a Travelling Companion or a Close Business Associate that You are aware of that could reasonably be expected to result in a claim under this policy.
- b) at any time:
 - i) any Medical Condition You have which a Medical Practitioner has advised You not to travel (or would have done so had You sought his/her advice) but despite this You still travel;
 - ii) any surgery, treatment or investigations for which You intend to travel outside of Your Home Area to receive (including any expenses incurred due to the discovery of other Medical Conditions during and/or complications arising from these procedures);

NOTE: This does not apply to section 3B – Travel for Treatment extended cover
 - iii) any Medical Condition for which You are not taking the recommended treatment or prescribed medication as directed by a Medical Practitioner;
 - iv) You travel against any health requirements stipulated by the carrier, their handling agents or any other Public Transport provider.

2. **If there is a change in health of anyone insured under this policy after You have purchased this insurance but before You travel, You must contact the medical prescreening line on 0845 260 1543 as soon as possible. We will tell You if the change in Your health will affect Your insurance and if cover can continue.**

You should also refer to the 'General Exclusions' (pages 9-10).

Definition of Words

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

You/Your/Yourself/Insured Person

All person(s) within the age limit, the names of whom are provided at the time of premium payment, being a UK national resident in the UK, Channel Islands or the EEA. Each person is separately insured, with the exception of Children/Grandchildren unless travelling with an insured adult.

We/Us/Our

AXA Insurance UK plc., Registered office 5 Old Broad Street, London EC2N 1AD on all sections *except* section 2 which is arranged by International Passenger Protection Limited, Registered office IPP House, 22-26 Station Road, West Wickham, Kent BR4 0PR and cover is underwritten by a consortium of Association of British Insurers member companies & Lloyds Syndicates.

Acceptable Activities

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

abseiling, archery, athletics, badminton, banana boat rides, baseball, basketball, beach games, bowls, bungee jump (1), camel/elephant riding*, canoeing (Grades 1-3, life jacket & helmet must be worn), clay pigeon shooting*, climbing wall, cricket, cross country running, curling, cycling (leisure only), fell walking/running (no climbing), fencing, fishing (incl. deep sea fishing), flying (as a fare paying passenger in a fully licensed passenger carrying aircraft), football, go-karting* (within organisers' guidelines), golf, gymnastics, hiking (under 2,000m altitude), hockey, horse riding (up to 7 days, no competitions, rodeo, polo, hunting or jumping – riding hat must be worn), hot air ballooning (organised pleasure rides only, not piloting, licensed operator only), husky dog rides, ice skating (rink), jet boating* (no racing), jet ski-ing*, jogging, kayaking (Grades 1-3, life jacket & helmet must be worn), manual work* (bar & restaurant, waitress, waiter, chalet maid, au pair, nanny & occasional light manual work including retail work & fruit picking but excluding the use of power tools, machinery), marathon running, motorcycling* up to 125cc on public roads (no racing - safety helmet to be worn & must possess a licence allowing You to ride an equivalent motorcycle in the UK or Channel Islands), netball, non manual work (including professional administrative or clerical duties only), orienteering (no climbing & under 2,000m altitude), paintballing* (with eye protection), parasailing/parasailing (over water), passenger on a ski-doo* (not driving), passenger on a snowmobile* (not driving), pony trekking (riding hat must be worn), racing (on foot), racquetball, rafting (Grades 1-3, life jacket & helmet must be worn), rambling (under 2000m altitude), ringoes, river canoeing (Grades 1-3, life jacket & helmet must be worn), roller skating/roller blading (wearing pads & helmet), rounders, rowing (no racing), running-sprint/long distance, safari (organised by a bona-fide tour operator), sail boarding, scuba diving (down to 30 metres if qualified and not diving alone or down to 18 metres if not qualified and must be accompanied by a qualified instructor), sea fishing (deep sea), shooting* (range only), skate boarding (wearing pads & helmet), sleigh rides/sledging, snorkelling, softball, squash, surfing (under 14 days), tennis, track events (on foot only), trekking (under 2,000m altitude), volleyball, wakeboarding, war games* (with eye protection), water polo, water ski-ing, white water rafting (Grades 1-3 life jacket & helmet must be worn), windsurfing, yachting/catamaran/dinghy sailing (passenger only, inside territorial waters), yoga, zorbing and if the appropriate additional premium has been paid Winter Sports (as defined).

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

Accommodation

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

Baggage

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

Bodily Injury

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

Carer

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

Catastrophe

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

Channel Islands

Jersey, Guernsey, Alderney, Sark and Herm.

Children/Grandchildren

Persons aged up to and including 18 years of age.

Close Business Associate

Any person whose absence from business for one or more complete days at the same time as Your absence prevents the proper continuation of that business.

Close Relative

Mother, father, sister, brother, wife, husband, civil partner, daughter, son, grandparent, grandchild, parent-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, step-parent, step-child, step-sister, step-brother, foster child, aunt, uncle, cousin, nephew, niece, legal guardian, partner or fiancé(e).

Covered Complications

Unintended or harmful physical effects directly resulting from the Eligible Scheduled Medical Treatment which is not solely the result of Your dissatisfaction, that first manifests at least 48 hours after and prior to the 31st day following the Eligible Scheduled Medical Treatment.

Curtailment / Curtail

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

Departure Point

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

EEA

The European Economic Area incorporating member countries of European Union and Iceland, Liechtenstein and Norway.

Eligible Scheduled Medical Treatment

One or more elective procedures declared to and accepted by Us to be performed by a qualified surgeon, qualified Medical Practitioner or qualified dentist at a Medical Facility outside Your Home Area.

Existing Medical Condition

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

Family

Parents or grandparents (up to a maximum of two adults) and their Children or Grandchildren. Cover for families shall apply where the appropriate premium has been paid and where the family members travel together. Cover for Children will only be provided if travelling with an insured adult and all travellers are named on the Policy Schedule.

Hijack

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

Home

Your normal place of residence in the UK, Channel Islands, Isle of Man or the EEA.

Home Area

For residents of the United Kingdom excluding the Channel Islands and the Isle of Man, Your home area means the United Kingdom excluding the 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 Isle of Man depending on where Your Home is.

For UK Nationals residing in the EEA, Your home area means the EEA country where You are permanently resident.

Kidnap

Your unlawful capture and detention in excess of 24 hours.

Loss of Limb

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

Loss of Sight

Total and irrecoverable loss of sight which will be considered as having occurred:

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

Medical Aids

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

Medical Condition

Any disease, illness or injury.

Medical Facility

A hospital, clinic or surgery which is recognised, registered and regulated by the relevant local government health authority or its equivalent body.

Medical Practitioner

A registered practising member of the medical profession, recognised by the law of the country where they are practising and who is not related to You or any person with whom You are travelling.

Mugging

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

Pair or Set

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

Permanent Total Disablement

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

Personal Money

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

Policy Excess

Under some sections of the policy an excess will apply. This means that You will be responsible for paying the first part of the claim for each incident giving rise to a separate claim. Where applicable, the policy excess is £50 for the first amount of each claim, per section, for each separate incident payable per Insured Person.

This is increased to £100 under section 1 - Cancellation or curtailment charges and section 3A - Emergency medical & other expenses and 3B - Travel for *Treatment* extended cover.

There is an excess of £100 per incident under section 7 - Personal liability for damage to Trip Accommodation. A reduced excess of £20 will be deducted under section 5 - Baggage & passport in respect of loss or damage to prescribed medications.

Policy Schedule

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

Public Transport

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

Redundancy

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

Ski Equipment

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

Ski Pack

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

Terrorism

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

Travel Documents

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

Travelling Companion

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

Trip

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

Unattended

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

United Kingdom / UK

England, Scotland, Wales and Northern Ireland.

Valuables

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

Winter Sports

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

There is no cover for the following activities:

Off-piste skiing without a guide, skiing against local authoritative recommendations, warnings or advice, ski stunting, free-style skiing, Nordic skiing, ice hockey, bobbing, heli-skiing, ski acrobatics, ski flying, ski jumping, ski mountaineering, snow mobiling, glacier skiing, snowcat skiing, snow carting or the use of bob sleighs, luges or skeletons.

Your Insurance Cover

Section 1 - Cancellation or Curtailment Charges

What You are covered for

We will pay up to **£1,000** (or amount shown on Policy Schedule if top-up cover purchased) in respect of unused travel and Accommodation costs in respect of travel (including excursions up to **£250**), Accommodation and pre-paid sums for treatment abroad which You have paid or are contracted to pay and which You cannot recover from any other source together with any reasonable additional travel expenses incurred if Your Trip is necessarily and unavoidably cancelled or Curtailed as a result of any of the following events occurring:

- The unforeseen Bodily Injury, illness, death or complications arising as a direct result of pregnancy of:
 - You
 - Your Travelling Companion(s)
 - any person with whom You have arranged to reside temporarily
 - Your Close Relative residing in Your Home Area
 - Your Close Business Associate.
- Compulsory quarantine or jury service attendance solely as a witness at a Court of Law of You or persons with whom You are travelling or had arranged to travel with.
- Redundancy (which qualifies for payment under current United Kingdom Redundancy payment legislation and at the time of booking the Trip there was no reason to believe anyone would be made redundant of You or Your Travelling Companion(s)).
- The withdrawal of leave for members of the Armed Forces, Police, Fire, Nursing or Ambulance Services or employees of a Government Department, provided that such cancellation or Curtailment could not reasonably have been expected at the time of applying for insurance.
- The Police requesting You to remain at or return to Your Home due to serious damage to Your Home caused by fire, aircraft, explosion, storm, flood, subsidence, malicious persons or theft.

Special conditions relating to claims

- You must obtain a medical certificate from a Medical Practitioner and the prior approval of Our Emergency Medical Assistance Service to confirm the necessity to return Home prior to Curtailment of the Trip due to death, Bodily Injury or illness, or complications arising as a direct result of pregnancy.
- If You fail to notify the travel agent, tour operator or provider of transport/Accommodation immediately it is found necessary to cancel the Trip Our liability shall be restricted to the cancellation charges that would have applied had failure not occurred.
- If You cancel the Trip due to:
 - stress, anxiety, depression or any other mental or nervous disorder that You are suffering from You must provide (at Your own expense) a medical certificate from either a registered mental health professional if You are under the care of a Community Mental Health Team or if not, from a consultant specialising in the relevant field; or
 - any other Bodily Injury, illness or complications arising as a direct result of pregnancy, You must provide (at Your own expense) a medical certificate from a Medical Practitioner; stating that this necessarily and reasonably prevented You from travelling.

What You are not covered for

- The Policy Excess, as shown in the 'Summary of Cover' (page 2), of each and every claim per incident per Insured Person.
- Cancellation charges in excess of those shown in the booking conditions of the travel or Accommodation provider or surcharges levied increasing basic brochure prices.
- Circumstances that could reasonably have been anticipated at the time the Trip was booked or when You purchased this insurance.
- Your financial circumstances (other than as a result of Redundancy for which You qualify for payments under current legislation) or Your disinclination to travel, for whatever cause.
- Curtailment claims where Our Emergency Medical Assistance Service has not been contacted and authorisation obtained.
- Your loss of enjoyment of the Trip, however caused.
- Failure to obtain the necessary passport, visa or permit required for Your Trip.
- Curtailment claims due to Your participation in Winter Sports (unless this cover is shown on Your Policy Schedule and the additional premium has been paid).
- Normal pregnancy, without any accompanying Bodily Injury, illness or complication. This section is designed to provide cover for unforeseen events, accidents and illnesses and normal childbirth does not constitute an unforeseen event.
- Anything in the 'General Exclusions' (pages 9-10) or anything shown as not covered in the 'Important Conditions Relating to Your Health' (page 3).

Section 2 - Financial Failure Cover

What You are covered for

We will pay up to **£2,500** for:

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

provided that in the case of 2 (a) and (b) above where practicable You shall have obtained Our approval prior to incurring the relevant costs by contacting Us as set out in the 'Claims Conditions' on page 10.
- Any losses that are not directly associated with the incident that caused You to claim are limited to **£1,500**. For example, loss due to being unable to reach Your pre booked hotel, villa, car hire or cruise following the financial failure of an airline.

What You are not covered for

- Travel or Accommodation not booked within the United Kingdom, Channel Islands, Isle of Man or EEA prior to departure.
- The financial failure of:
 - any travel or Accommodation provider in Chapter 11 or any threat of insolvency being known at the date of issue of Your Policy Schedule;
 - any travel or Accommodation provider who is bonded or insured elsewhere (even if the bond is insufficient to meet the claim)
 - any travel agent, tour organiser, booking agent or consolidator with whom the Insured Person has booked travel or Accommodation.
- Any loss for which a third party is liable or which can be recovered by other legal means.
- Anything mentioned in the 'General Exclusions' (pages 9-10).

Section 3

A - Emergency Medical and Other Expenses

B - Travel for Treatment Extended Cover

What You are covered for

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

A - Emergency Medical and Other Expenses

- reasonable and necessary emergency medical treatment expenses, ambulance charges and similar costs, hospital fees and emergency dental treatment costs (up to **£300** for the immediate relief of pain only), additional accommodation (room only) expenses necessarily incurred and payable until such time as, when in the opinion of the Medical Practitioner in attendance and Our medical advisers, You are fit to travel;
- with the prior authorisation of the Emergency Assistance Service, reasonable and necessary additional costs incurred to repatriate You to Your Home if it is medically necessary;
- necessary travel and accommodation (room only) expenses of one relative or friend, or a qualified nurse who in the opinion of the Medical Practitioner in attendance and Our medical advisers is needed to accompany You, because of Your disability;
- the transfer of Your body or ashes in the event of death, to Your Home (but excluding funeral and interment expenses), or alternatively, to pay up to **£3,500** towards the cost of burial or cremation expenses in the country where death occurs;
- reasonable additional costs of providing an alternative Carer for You during the remainder of Your Trip where Your Carer is an Insured Person and is unable to care for You due to them suffering Bodily Injury or illness and/or compulsory quarantine and no other person with whom You are travelling or a Close Relative is already present and able or competent to become Your Carer.
- £25** for each complete 24 hours You are a hospital in-patient up to **£1,000** maximum (Note: not payable in addition to B (e) below)

B - Travel for Treatment extended cover

We will pay You up to the amount shown above for the following expenses which are necessarily incurred and agreed by Us, as a result of Your suffering Covered Complications:

- reasonable and necessary emergency medical treatment expenses, ambulance charges and similar costs, hospital fees, additional Accommodation (room only) expenses necessarily incurred and payable until such time as, when in the opinion of the Medical Practitioner in attendance and Our medical advisers, You are fit to travel;
- with the prior authorisation of the Emergency Assistance Service, reasonable and necessary additional costs incurred to repatriate You to Your Home if it is medically necessary;
- additional Accommodation (room only) expenses up to **£100** per day (maximum **£1,000** overall) incurred by You or a person travelling with You;
- additional travel expenses necessarily incurred up to **£1,500** incurred by You or a person travelling with You;
- £100** each complete 24 hours You are a hospital in-patient up to **£1,000** maximum

Special conditions relating to claims

- You must give notice as soon as possible to Our Emergency Medical Assistance Service of any Bodily Injury, illness or Covered Complications which necessitates Your admittance to hospital as an in-patient or before any arrangements are made for Your repatriation.
- In the event of Your Bodily Injury, illness or Covered Complications We reserve the right to relocate You from one hospital to another and arrange for Your repatriation to Your Home at any time during the Trip. We will do this if in the opinion of the Medical Practitioner in attendance or Our Emergency Medical Assistance Service You can be moved safely and / or travel safely to Your Home to continue treatment.
- We may instruct You to return Home if Our medical advisers and the Medical Practitioner treating You decide that You can safely return Home. If You refuse to be repatriated all cover under the policy will cease.

What You are not covered for

- The Policy Excess, as shown in the 'Summary of Cover' (page 2), of each and every claim per incident per Insured Person.
- Normal pregnancy, without any accompanying Bodily Injury, illness or complication. This section is designed to provide cover for unforeseen events, accidents and illnesses and normal childbirth would not constitute an unforeseen event.
- In-patient treatment or private treatment which has not been notified to and agreed as soon as possible by Us or Our Emergency Assistance provider.
- Outpatient treatment and additional related expenses over **£300** unless they have been agreed as soon as possible by Us or Our Emergency Assistance provider.
- Replenishing supplies of any medication which you know You will need at the time of departure or which will have to be continued outside of Your Home Area.
- Any expenses incurred within Your Home Area.
- Any form of cosmetic surgery and/or treatment which in the opinion of a Medical Practitioner could reasonably be delayed until Your return Home.
- Any expenses incurred by You visiting another person in hospital.
- Expenses incurred more than 12 months after the commencement date of the injury or illness.

- Charges for private room accommodation.
- Treatment or services provided by a convalescent or nursing home or any rehabilitation centre.
- Ongoing treatment in existence at the time of travel which has not been agreed by Us in writing.
- Any expenses which are not usual, reasonable or customary to treat Your Bodily Injury, illness or disease.
- The cost of any elective treatment or surgery including exploratory tests, which are not directly related to the injury or illness which needed Your admittance into hospital.
- Any expenses incurred after the date on which We exercise our rights under this section to move You from one hospital to another and/or arrange for Your repatriation but You decide not to be moved or repatriated.
- Any expenses incurred as a result of a tropical disease where You have not had the recommended inoculations and/or taken the recommended medication.
- Your participation in Winter Sports unless this cover is shown on Your Policy Schedule and the additional premium has been paid.
- Any treatment as a result of you suffering Covered Complications that had not been notified to and agreed by Us or Our Emergency Assistance provider.
- Any claim as a result of Your failure to follow post-operative advice and/or instructions for patients undergoing the Eligible Scheduled Medical Treatment issued to You by the Medical Facility and their advisors.
- Any expenses incurred in England, Scotland, Wales or Northern Ireland which are:
 - for private treatment, or
 - funded by, or are recoverable from the Health Authority in Your Home Area.
- The cost of taxi fares, other than those for travel to or from hospital relating to Your admission, discharge, attendance for outpatient treatment or appointments or for collection of medication prescribed by the hospital.
- Anything in the 'General Exclusions' (pages 9-10) or anything shown as not covered in the 'Important Conditions Relating to Your Health' (page 3).

Section 4 - Personal Accident

What You are covered for

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

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

Special conditions relating to claims

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

Provisions

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

What You are not covered for

- Your participation in Winter Sports unless this cover is shown on Your Policy Schedule and the additional premium has been paid.
- The contracting of any disease or illness.
- The injection or ingestion of any substance.
- Anything mentioned in the 'General Exclusions' (pages 9-10).

Section 5 - Baggage and Passport

What You are covered for

- We will pay up to **£2,000** for the accidental loss of, theft of or damage to Baggage. The amount payable will be the value at today's prices less a deduction for wear, tear and depreciation (We may at Our option replace, reinstate or repair the lost or damaged Baggage).

The maximum We will pay for the following items is:

- £300 for any one single article, Pair or Set.
 - £500 for the total for all Valuables.
- We will also pay up to:
 - £150** for the emergency replacement of clothing, medication, Medical Aids and toiletries if the Baggage is temporarily lost in transit during the outward journey and not returned to You within 12 hours, provided written confirmation is obtained and sent to Us from the carrier, confirming the number of hours the Baggage was delayed;

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

- b) **£200** for reasonable additional travel and Accommodation expenses incurred necessarily abroad to obtain a replacement of Your lost or stolen passport;
- c) **£2,000** for the accidental loss of, theft of or damage to Medical Aids. The amount payable will be the value at today's prices less a deduction for wear, tear and depreciation, or We may at Our option replace, reinstate or repair the lost or damaged Medical Aids;
- d) **£500** for the accidental loss of, theft of or damage to Your prescribed medications.

Special conditions relating to claims

1. You must report to the local Police within 24 hours of discovery or as soon as possible after that and obtain a written report of the loss, theft or attempted theft of all Baggage/Medical Aids.
2. If Baggage/Medical Aids are lost, stolen or damaged while in the care of a carrier, transport company, authority or hotel You must report to them, in writing, details of the loss, theft or damage and obtain written confirmation. If Baggage/Medical Aids are lost, stolen or damaged whilst in the care of an airline You must:
 - a) obtain a Property Irregularity Report from the airline;
 - b) give formal written notice of the claim to the airline within the time limit contained in their conditions of carriage (please retain a copy);
 - c) retain all travel tickets and tags for submission if a claim is to be made under this policy.
3. Receipts for items lost, stolen or damaged must be retained as these will help You to substantiate Your claim.

What You are not covered for

1. The Policy Excess, as shown in the 'Summary of Cover' (page 2), of each and every claim per incident (other than Baggage delay and loss of passport claims) per Insured Person.
2. Loss, theft of or damage to Valuables or Your passport left Unattended at any time (including in a vehicle or in the custody of carriers) unless deposited in a hotel safe, safety deposit box or left in Your locked Accommodation.
3. Loss, theft of or damage to Baggage/Medical Aids contained in an Unattended vehicle:
 - a) overnight between 9 p.m. and 9 a.m. (local time); or
 - b) at any time between 9 a.m. and 9 p.m. (local time) unless it is in the locked boot which is separate from the passenger compartment for those vehicles with a boot, or for those vehicles without a separate boot locked in the vehicle and covered from view.
4. Loss, theft of or damage to unset precious stones, contact or corneal lenses, hearing aids, dental or medical fittings, antiques, musical instruments, satellite navigation equipment, deeds, manuscripts, securities, perishable goods, bicycles and damage to suitcases (unless the suitcases are entirely unusable as a result of one single incidence of damage).
5. Breakage or damage to fragile articles, paintings, works of art, sculptures, musical instruments and household goods unless the breakage or damage is caused by fire, theft or in an accident to the vehicle in which they are being carried.
6. Loss or damage due to breakage of sports equipment or damage to sports clothing whilst in use.
7. Loss, theft of or damage to business goods, samples, tools of trade, motor accessories and other Items used in connection with Your business, trade, profession or occupation.
8. Loss or damage caused by wear and tear, depreciation, deterioration, atmospheric or climatic conditions, moth, vermin, any process of cleaning repairing or restoring, mechanical or electrical breakdown.
9. Perishable goods, bottles, cartons and any damage caused by them or their contents.
10. Property more specifically insured elsewhere.
11. Loss or damage due to leakage of powder or liquid carried within Your Baggage/Medical Aids.
12. Winter Sports equipment.
13. Loss or damage due to delay, confiscation or detention by customs or other authority.
14. Anything mentioned in the 'General Exclusions' (pages 9-10).

Section 6 - Personal Money and Documents

What You are covered for

We will pay up to **£1,000** (£250 cash limit) in respect of the accidental loss of, theft of or damage to Personal Money and Travel Documents. Cover commences up to 72 hours before Your Trip in respect of foreign currency only.

Special conditions relating to claims

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

What You are not covered for

1. The Policy Excess, as shown in the 'Summary of Cover' (page 2), of each and every claim per incident per Insured Person. Note: If a claim is also being made under section 5 - Baggage and passport, only one excess per person per incident will be deducted.
2. Loss, theft of or damage to Personal Money and Travel Documents left Unattended at any time (including in a vehicle or in the custody of carriers) unless deposited in a hotel safe, safety deposit box or left in Your locked Accommodation.
3. Loss, theft of or damage to travellers' cheques if You have not complied with the issuers conditions or where the issuer provides a replacement service.
4. Loss or damage due to depreciation in value, variations in exchange rates or shortages due to error or omission.
5. Loss or damage due to delay, confiscation or detention by customs or other authority.
6. Anything mentioned in the 'General Exclusions' (pages 9-10).

Section 7 – Personal Liability

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

1. Bodily Injury, death, illness or disease to any person who is not in Your employment or who is not a Close Relative or Travelling Companion(s) or member of Your household;
2. Loss of or damage to property that does not belong to and is neither in the charge of or under the control of You, a Close Relative or Travelling Companion(s), anyone in Your employment or any member of Your household other than any temporary Trip Accommodation occupied (but not owned) by You.

Special conditions relating to claims

1. You must give Us written notice as soon as possible of any incident, which may give rise to a claim.
2. You must forward every letter, writ, summons and process to Us as soon as You receive it.
3. You must not admit any liability or pay, offer to pay, promise to pay or negotiate any claim without Our written consent.
4. We will be entitled if We so desire to take over and conduct in Your name the defence of any claims for compensation or damages or otherwise against any third party. We shall have full discretion in the conduct of any negotiation or proceedings or in the settlement of any claim and You shall give Us all necessary information and assistance which We may require.
5. In the event of Your death, Your legal representative(s) will have the protection of this cover provided that such representative(s) comply(ies) with the terms and conditions outlined in this policy.

You are not covered for

1. The Policy Excess, as shown in the 'Summary of Cover' (page 2), of each and every claim arising from the same incident claimed for under this section in relation to any temporary Trip Accommodation occupied by You.
2. Compensation or legal costs arising directly or indirectly from:
 - a) liability which has been assumed by You under agreement unless the liability would have attached in the absence of such agreement;
 - b) pursuit of any business, trade, profession or occupation or the supply of goods or services;
 - c) any liability, injury, loss or damage arising directly or indirectly from or due to ownership, possession or use of any motorised or mechanical vehicles including any attached trailers or caravans, any aircraft (whatsoever), any watercraft or vessel (other than manually propelled watercraft or vessel) or any other form of motorised leisure equipment;
 - d) the transmission of any communicable disease or virus;
 - e) ownership or occupation of land or buildings (other than occupation only of any temporary Trip Accommodation where We will not pay for the first **£100** of each and every claim arising from the same incident);
 - f) any liability, injury, loss or damage arising directly or indirectly from or due to any animals belonging to You or in Your care, custody or control;
 - g) any liability, injury, loss or damage arising directly or indirectly from or due to ownership, possession or use of any firearms or weapons of any kind;
 - h) any liability arising in respect of any wilful or criminal act or assault.
3. Anything mentioned in the 'General Exclusions' (pages 9-10).

Section 8 – Delayed Departure

What You are covered for

Delayed departure caused as a result of:

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

We will pay:

1. **£30** for each 12 hour delay up to a maximum of **£120** for delay of at least 12 hours in departure of the aircraft, sea vessel, or train (using the Channel Tunnel), on which You are booked on Your outward or return journey;
or
2. up to a maximum of **£1,000** (or amount shown on Your Policy Schedule under section 1 – Cancellation, if top-up cover has been purchased) if the outward journey is delayed for more than 12 hours, You may opt to abandon Your Trip and claim irrecoverable cancellation costs.

Note: You may claim under sub-sections 1) or 2) but not both. You may claim only under section 8 - Delayed departure or section 9 - Missed departure/missed connection, not both.

Special conditions relating to claims

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

What You are not covered for

1. The Policy Excess, as shown in the 'Summary of Cover' (page 2), of each and every claim per incident per Insured Person under sub-section 2 only.
2. Claims arising directly or indirectly from:
 - a) Strike or industrial action or air traffic control delay existing or publicly declared by the date You purchased this insurance or at the time of booking any Trip;
 - b) Withdrawal from service (temporary or otherwise) of an aircraft or sea vessel on the recommendation of the Civil Aviation Authority or a Port Authority or any similar body in any country.
3. Anything mentioned in the 'General Exclusions' (pages 9-10).

Section 9 – Missed Departure/Missed Connection

What You are covered for

We will pay up to **£1,000** in respect of reasonable additional Accommodation (room only) and travel expenses necessarily incurred to reach the overseas destination or to reach Your Home due to:

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

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

Special conditions relating to claims

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

What You are not covered for

1. Expenses (such as food or drink) that You would have incurred during the normal course of Your Trip.
2. Strike or industrial action existing or being publicly announced by the date You purchased this insurance or at the time of booking any Trip.
3. Your failure to allow sufficient time to get to the Departure Point.
4. Claims not supported by a written report from the appropriate authorities.
5. Withdrawal from service (temporary or otherwise) of an aircraft or sea vessel on the recommendation of the Civil Aviation Authority or a Port Authority or any such regulatory body in a country to/from which You are travelling.
6. Your failure to arrive at the Departure Point in time to board any connecting Public Transport after Your departure on the initial international outbound and return legs of the Trip.
7. The breakdown of any vehicle owned by You which has not been serviced properly and maintained in accordance with the manufacturer's instructions.
8. Additional expenses where the scheduled Public Transport operator has offered reasonable alternative travel arrangements
9. Anything mentioned in the 'General Exclusions' (pages 9-10).

Section 10 – Travel Risks

What you are covered for

We will pay :

1. **£100** per day up to **£2,500** in total, each complete day You are either Hijacked or Kidnapped.

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

What you are not covered for

1. Circumstances already known at the time of taking out this insurance or booking the Trip.
2. Claims not supported by a written report from the appropriate authorities.
3. Your decision not to remain in Your booked Accommodation when official directives from local authorities state it is acceptable to do so.
4. Any expenses recoverable from the tour operator, airline, hotel or provider of services.
5. In respect of item 1 - Hijack and Kidnap:
 - any claims arising out of any act(s) by You which would be considered as an offence by a court of the United Kingdom if they had been committed in the United Kingdom.
 - any claim where the detainment, interment or Hijack of You has not been reported or investigated by the police or local authority.
6. In respect of item 2 - Mugging:
 - You must give notice as soon as possible to the Emergency Assistance Service of any Bodily Injury which necessitates Your admittance to hospital as an inpatient.
 - You must report the Mugging to the Police as soon as possible and obtain from them (at Your own expense) a written report of the incident.
 - You must obtain (at Your own expense) written confirmation of Your injuries and the period of inpatient treatment from the hospital.
7. Anything mentioned in the 'General Exclusions' (pages 9-10).

Section 11 – Legal Expenses

What You are covered for

Up to **£25,000** in respect of legal costs and expenses incurred by You in pursuit of compensation and/or damages against a third party arising from or out of Your death or personal injury occurring during the period of the Trip.

Special conditions relating to claims

1. We shall have complete control over the legal proceedings and the appointment and control of a lawyer.
2. You must follow the legal representatives advice and provide any information and assistance required.
3. We must have access to any and/or all the legal representatives file of papers.
4. Where there are two or more Insured Persons insured under this policy, then the maximum amount We will pay for all such claims shall not exceed **£50,000**.
5. We may include a claim for Our costs and expenses.
6. We may, at Our own expense take proceedings in Your name to recover compensation from any third party in respect of any indemnity paid under this policy. You must give such assistance as we shall reasonably require and any amount recovered shall belong to Us.

What You are not covered for

1. Costs and expenses to pursue a claim against Underwriting Agents, Insurer or Insurers Agent or any other person insured under this policy or with whom You had arranged to travel.
2. Costs and expenses incurred prior to the granting of support by Us.
3. Where the laws, practices and/or financial regulations of the country in which the proposed action will take place indicate that the costs of such action are likely to be reasonably greater than the anticipated value of the compensation award.
4. Where, in Our opinion, there is insufficient prospect of success in obtaining a reasonable benefit.
5. Any claim emerging from the pursuance to a contingent fee agreement between You and Your council.
6. Any claim for travel and Accommodation expenses, which You have incurred whilst pursuing legal action.
7. Any claim arising from You pursuing legal proceedings as part (or) on behalf of a group or organisation.
8. Any claim for legal costs where You are pursuing legal action relating directly or indirectly to medical negligence or alleged medical negligence.
9. Any claim against Your Family or Travelling Companion(s).
10. We will not be liable for any claim where legal costs and expenses are based directly or indirectly on the amount of an award.
11. This insurance will not extend to covering You in pursuit of any appeal except at Our sole discretion.
12. Where there is a possibility of a claim being brought in more than one country We will not be liable for the costs if an action is brought in more than one country.
13. Legal costs and expenses incurred prior to Our written acceptance of the case.
14. Any claim where legal costs and expenses are variable depending on the outcome.
15. Legal costs and expenses incurred if an action is brought in more than one country.
16. Any claim where in Our opinion the estimated amount of compensation payment is less than **£1,000** for each Insured Person.

17. Travel, Accommodation and incidental costs incurred to pursue a civil action for compensation.
18. The cost of any appeal.
19. Claims by You other than in Your private capacity.
20. Anything mentioned in the 'General Exclusions' (pages 9-10).

Section 12 – Winter Sports

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

What You are covered for:

Ski Equipment (own)

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

Delayed Ski Equipment

We will pay up to **£200** for the hire of essential items if Your own Ski Equipment is misplaced, or stolen on Your outward journey for over 12 hours from the time You arrive at Your Trip destination; or if it is lost or damaged during Your stay at the ski resort.

Ski Pack (loss of)

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

Piste Closure

We will pay up to **£300** for transportation costs per day to take You to an alternative skiing area in the event that ALL skiing facilities in Your pre-booked resort are closed due to lack of snow or avalanche (including risk of avalanche); or, if no other skiing area is available or accessible, We will pay **£30** for each day that the resort is closed.

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

Avalanche / Weather Delay

We will pay up to **£200** for additional travel and Accommodation expenses necessarily incurred in the event that the outward or return journey of Your Trip is delayed more than 12 hours as a direct result of an avalanche, lack of snow or severe weather conditions.

Ski Equipment (own) and Delayed Ski Equipment

Special conditions relating to claims:

1. Anything mentioned in 'Special Conditions relating to claims' under section 5 – Baggage & passport. Any reference to 'Baggage' means 'Ski Equipment'.

What You are not covered for:

1. The Policy Excess, as shown in the 'Summary of Cover' (page 2), of each and every claim per incident for each Insured Person - Ski Equipment (own) only.
2. Anything mentioned in 'What You are not covered for' under section 5 – Baggage & passport (exclusion 12. does not apply). Any reference to 'Baggage' means 'Ski Equipment'.
3. Anything mentioned in the 'General Exclusions' (pages 9-10).

Basis of claims settlement – Ski Equipment

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

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

Ski Pack (loss of)

What You are not covered for:

1. Anything mentioned in 'What You are not covered for' under section 3A – Emergency medical & other expenses (although the Policy Excess does not apply).
2. You must provide (at Your own expense) written confirmation from a Medical Practitioner that the accidental injury or sickness prevented You from using Your Ski Pack.
3. Anything mentioned in the 'General Exclusions' (pages 9-10).

Piste Closure

What You are not covered for:

1. Expenses (such as food or drink) that You would have incurred during the normal course of Your Trip.
2. Lack of snow, severe weather conditions or avalanche conditions known or public knowledge at the time the Trip was booked or when You purchased this insurance.
3. Anything mentioned in the 'General Exclusions' (pages 9-10).

Avalanche / Weather Delay

Special conditions relating to claims :

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

What You are not covered for:

1. Expenses (such as food or drink) that You would have incurred during the normal course of Your Trip.
2. Avalanche, lack of snow or severe weather conditions known or public knowledge at the time the Trip was booked or when You purchased this insurance.
3. Any circumstances where transport costs, compensation or alternative skiing facilities are offered to You.
4. Anything mentioned in the 'General Exclusions' (pages 9-10).

General Conditions

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

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

1. If at the time of any incident which results in a claim under this policy, there is another insurance covering the same loss, damage, expense or liability We will not pay more than Our proportional share (not applicable to section 4 – Personal accident).
2. You must take and cause to be taken all reasonable precautions to avoid injury, illness, disease, loss, theft or damage and take and cause to be taken all practicable steps to safeguard Your property from loss or damage and to recover property lost or stolen.

General Exclusions

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

You are not covered for:

- 1) any loss or expense or any legal liability, injury, illness or death directly or indirectly due to, contributed to or caused by:
 - a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power;
 - b) Terrorism - this exclusion does not apply to section 3A - Emergency medical & other expenses and section 4 - Personal accident;
 - c) participation in any activity not covered under Acceptable Activities unless agreed by Us and for which the additional premium has been paid (if appropriate);
 - d) Your suicide, self-injury or any wilful act of self exposure to peril (except where it is to save human life);
 - e) You:
 - jumping or diving from piers, walls or rocks (including tombstoning and shorediving);
 - climbing on top of or jumping from a vehicle;
 - jumping from a building or balcony;
 - climbing or moving from any external part of any building to another part (apart from stairs) and falling, regardless of its height;
 unless Your life is in danger or You are attempting to save human life.
 - f) You being under the influence of drugs (except those prescribed by Your registered Medical Practitioner, but not when prescribed for the treatment of drug addiction);
 - g) Your abuse or prior abuse of solvents;
 - h) You drinking too much alcohol or alcohol abuse where it is reasonable foreseeable that such consumption could result in an impairment of Your faculties and/or judgment resulting in a claim. We do not expect You to avoid alcohol on Your Trips or holidays but We will not cover any claims arising because You have drunk so much alcohol that your judgment is seriously affected and You need to make a claim as a result.
 - i) delay, confiscation, detention, requisition, damage, destruction or any prohibitive regulations by Customs or other Government Officials or Authorities of any country;
 - j) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - k) radioactive, toxic, explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
 - l) pressure waves caused by aircraft and other aerial devices travelling at sonic or super sonic speeds;
 - m) Your travel to a country or specific area or event to which the Travel Advice Unit of the Foreign & Commonwealth Office or the World Health Organisation (WHO) or similar body has advised against all or all but essential travel.

- 2) any other loss, damage or additional expense following on from the event for which You are claiming, unless We provide cover under this insurance. Examples of such loss, damage or additional expense would be the cost of replacing locks after losing keys, costs incurred in preparing a claim or loss of earnings following Bodily Injury, illness or disease.
- 3) any loss due to currency exchange of any and every kind.

Claims Conditions

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

1. Claims Notification - for sections 1 and 3 to 12

You must notify Us at the following address:
Free Spirit Travel for *Treatment* Claims Department,
P J Hayman & Company Limited, Stansted House, Rowlands Castle, PO9 6DX
or by telephone: **0845 260 1624** (9am - 5pm, Monday - Friday excluding Bank Holidays)
or fax: **023 9241 9049**

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

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

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

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

2. Claims Notification - for section 2 - Financial failure cover only

You must notify Us, at the following address, of any occurrence which may give rise to a claim and should be advised as soon as reasonably practicable and in any event within 14 days to:

International Passenger Protection Claims Office,
IPP House, 22-26 Station Road, West Wickham, Kent BR4 0PR
or by telephone: **+44 (0)20 8776 3752** or by fax: +44 (0)20 8776 3751
or e mail: info@ipplondon.co.uk

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

3. Subrogation

We are entitled to take over and conduct in Your name the defence and settlement of any legal action. We may also take proceedings at Our own expense and for Our own benefit, but in Your name, to recover any payment We have made under this policy to anyone else.

4. Fraud

You must not act in a fraudulent manner.

If You or anyone acting for You:

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

Then

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

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

1. Cancellation

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

2. Curtailment/cutting short Your Trip

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

3. Emergency medical expenses and Travel for *Treatment* extended cover

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

4. Personal accident

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

5. Damage to Baggage / Ski Equipment during Your Trip

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

6. Delay of Baggage / Ski Equipment in transit

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

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

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

8. Personal liability

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

9. Travel delay/travel disruption

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

10. Legal expenses

Provide a detailed account of the circumstances surrounding the event (including, photographs and video evidence if this applies) as soon as possible after the event causing Your claim.

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

11. Piste closure /avalanche or weather delay

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

Complaints Procedure

Making Yourself heard

If You have cause for complaint, it is important that You know that 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:

- to be sure You are talking to the right person; and
- that You are giving them the right information.

When You contact Us:

- Please give Us Your name and contact telephone number.
- Please quote Your policy and/or claim number and the type of policy You hold.
- Please explain clearly and concisely the reason for Your complaint.

So We begin by establishing Your first point of contact:

Step One – initiating Your complaint:

If You have a complaint regarding this policy, please write to:

The Customer Services Manager,
P J Hayman & Company Limited,
Stansted House,
Rowlands Castle,
Hampshire PO9 6DX

stating the nature of Your complaint and quoting: Free Spirit Travel for *Treatment* travel insurance scheme.

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 – contacting AXA Head Office (for sections 1 and 3 to 12):

Contact The Head of Customer Care, who will arrange for an investigation on behalf of the Chief Executive:

Head of Customer Care,
AXA Insurance,
7th Floor,
Civic Drive, Ipswich IP1 2AN.

Tel: **01473 205 926**, Fax: 01473 205 101, Email: customer-care@axa-insurance.co.uk.

Step Two – contacting International Passenger Protection Limited (for section 2 only):

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

Step Three – beyond Your insurer:

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

The FOS is an independent body that arbitrate on complaints about general insurance products.

It will only consider complaints after We have provided You with written confirmation that Our internal complaints procedure has been exhausted.

The Ombudsman can be contacted at:

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

Telephone: **0845 080 1800**, or fax: 020 7964 1001

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

Our promise to You:

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

Calls are recorded and monitored.

Financial Services Compensation Scheme (FSCS)

AXA Insurance UK plc and International Passenger Protection Limited are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme, in the unlikely event We cannot meet Our obligations to You. This depends on the type of insurance, size of the business and the circumstances of the claim. Further information about the compensation scheme arrangements is available from the FSCS, telephone number **020 7892 7300** or by visiting their website at www.fscs.org.uk.

What to do in the Event of a Medical Emergency

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

When contacting Free Spirit Emergency Assistance Service please state that You are insured under Free Spirit Travel for *Treatment* Travel Insurance.

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

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

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

Hospital Treatment Abroad

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

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

Returning Home Early

If You have to return Home under section 1 - Cancellation or curtailment charges or section 3A - Emergency medical & other expenses and 3B - Travel for *Treatment* extended cover, You must contact Free Spirit Emergency Assistance Service to authorise this.

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

Reciprocal Health Arrangements

European Health Insurance Card (EHIC)

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

Application forms are also available from the Post Office.

Medicare - Australia

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

Medical Tourists Helpline

Whilst You always expect to receive the highest level of clinical care, unfortunately clinical procedures are not without risk. The procedure may not go smoothly. Was it because of an inherent risk or was the medical practitioner negligent? In such an event, We can provide You with generic legal advice to help You understand whether there may be a prospect of recovering compensation for any pain or suffering You have endured.

The legal helpline is arranged by Arc Legal Assistance and provided on their behalf by Stones Solicitors – a specialist law firm in the areas of international litigation.

If Stones Solicitors believe that there may be prospects of bringing a claim within the jurisdiction of the clinical negligence then they will offer You practical and professional guidance on the options open to You in pursuing Your claim.

To access this service telephone **0844 770 1053** - quote "Free Spirit Travel for *Treatment*".