

Travel Insurance

Policy Booklet

YOUR
M&S

Helplines

Policy information

0800 068 3918

Travel claims line

0845 602 5510

Medical assistance and travel advice

+44 (0)845 610 1423

Legal expenses line

0870 350 5716

Policy information

Please carry the helpline card with you in case of an emergency.

Hazardous sports or activities

If you would like more information or if you feel this policy may not meet your needs, telephone our customer helpline on 0800 068 3918.

If you are planning to take part in any activities or sports not covered by this policy you must telephone our customer helpline on 0800 068 3918. In some cases cover can be given provided that the appropriate additional premium is paid. Full details of activities or sports covered by this policy are given on pages 20 to 22 of this Policy Booklet.

YOUR M&S

TRAVEL INSURANCE Helpline Card

Policy number:

About M&S Travel Insurance – Important Information

The Financial Services Authority (FSA) is the independent watchdog that regulates financial services, including insurance. Use this information to decide if the services are right for you.

Whose products are offered?

Only M&S Travel Insurance which is underwritten and administered by AXA Insurance UK plc.

What service is provided?

You will not receive any advice or recommendation about M&S Travel Insurance. You will need to make your own choice about how to proceed.

What will you have to pay for this service?

You will not be charged a fee for arranging this insurance.

Who is the regulator?

AXA Insurance UK plc is authorised and regulated by the Financial Services Authority. AXA Insurance UK plc Registered in England No. 78950. Registered Offices: 5 Old Broad Street, London, EC2N 1AD.

The FSA register number is 202312.

The permitted business for AXA Insurance UK plc is to arrange and underwrite general Insurance products.

Helplines

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+44 (0)845 602 5510

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You can check this on the FSA register by visiting the FSA's website at www.fsa.gov.uk/register <<http://www.fsa.gov.uk/register>> or by contacting the FSA on 0845 606 1234.

What to do if you have a complaint

If you have a complaint, it should be addressed to the Customer Care helpline on 0800 068 3918.

Alternatively you may write to AXA Insurance, The Customer Care Department, 7th Floor, Civic Drive, Ipswich IP1 2AN or email: customercare@axa-insurance.co.uk

Please provide your policy number or claim number in any correspondence.

If you are not satisfied, you can approach The Financial Ombudsman Service. Referral to the Financial Ombudsman will not affect your right to take legal action.

Full details of the complaints process is available in the Policy Wording.

Is AXA Insurance UK plc covered by the Financial Services Compensation Scheme (FSCS)?

AXA Insurance UK plc is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme in the unlikely event that we cannot meet our obligations to you. This depends on the type of insurance and the circumstances of the claim.

Further information about the compensation scheme arrangements is available on the FSCS website (www.fscs.org.uk) or from the FSCS, 7th Floor, Lloyds Chambers, Portsoken Street, London E1 8BN.

Policy Summary – M&S Travel Insurance



This Policy Summary does not contain full details and conditions of your insurance – these are located in your Policy Wording which begins on page 7.

This insurance is underwritten and administered by AXA Insurance UK plc.

Where a heading is underlined in this Policy Summary full details can be found in your Policy Wording under the same heading.

Type of insurance and cover

Travel insurance for single or annual multi trips – *please refer to your Policy Schedule for your selected cover.*

Various optional covers may also be included – your Policy Schedule *will show if you selected these options.*

Conditions

- It is essential that you refer to the important conditions relating to health in the Policy Wording, as failure to comply with these conditions may jeopardise your claim or cover.
- If you are travelling to Australia and you require medical treatment you must enrol with a local Medicare office.

Special conditions apply to each section of your policy – *please refer to the Policy Wording for full details.*

Significant features and benefits

- The table shows the maximum benefits you can claim for each insured person (unless otherwise stated). Some sections are optional and these are marked* – your Policy Schedule *will show if you selected any of these options.*

Section	Title	Limit
A	Cancellation or curtailment charges	Up to the limit shown on your Policy Schedule
B	Emergency medical and other expenses	£10,000,000
	Emergency dental treatment	£150
	Funeral expenses abroad	£1,500
C	Hospital benefit	£500 (£20 per day)
D	Personal accident	£25,000 (subject to age)
E*	Baggage	Up to the limit shown on your Policy Schedule
E*	Single article limit	£250
	Total for all valuables	£250
	Emergency replacement of baggage	£150

Policy Summary – M&S Travel Insurance continued

Section	Title	Limit
F	Personal money, passport and documents	£250 cash (£50 if under 16) and £250 other money and documents £250 to obtain a passport
G	Personal liability	£2,000,000
H	Delayed departure	£150 (£25 after 12 hours and £15 per 12 hours delay thereafter)
	Abandonment of trip	Up to the limit shown on your Policy Schedule (after 12 hours delay)
I	Missed departure	£600
J	Legal expenses and assistance	£25,000
K*	Ski equipment	£500
	Hired ski equipment	£250
L*	Ski equipment hire	£250 (£25 per day)
M*	Ski pack	£500
	Lost lift pass	£150
N*	Piste closure	£300 (£30 per day)
O*	Avalanche or landslide cover	£300
P*	Travel disruption cover	
	Extended cancellation or curtailment charges cover	Up to the limit shown on your Policy Schedule
	Extended delayed departure cover	£150 (£15 after 12 hours and £15 per 12 hours delay thereafter)
	Abandonment of trip	Up to the limit shown on your Policy Schedule
	Extended missed departure cover	£600
	Accommodation cover	Up to the limit shown on your Policy Schedule

Policy Summary – M&S Travel Insurance continued

Significant or unusual limitations or what is not covered

- The standard excesses and any increased amount you have agreed to pay will be shown within your Policy Wording or on the Policy Schedule.
- Under annual multi trip policies there is no cover for trips over the trip length shown in your Policy Schedule. In addition trips within your home area are not covered unless you have pre-booked at least two nights accommodation which was rented for a fee.
- Any trip that has already begun when you purchase this insurance will not be covered, except when you renew an existing annual multi trip policy which fell due for renewal during the trip.

What is not covered – under all sections of the policy

- War risks, civil commotion, terrorism (except under Section B – Emergency medical and other expenses, Section C – Hospital benefit and Section D – Personal accident unless caused by nuclear, chemical or biological attack), sonic bangs, radioactive contamination.
- There are a number of sports, activities and winter sports that are not covered – Please see paragraphs 4, 5, and 6 in the What is not covered – applicable to all sections of the policy in the Policy Wording.
- Wilful, self inflicted injury, suicide, drug use, alcohol or solvent abuse.
- Unlawful actions and any criminal proceedings brought against you.

- Travel to a country, specific area or event which the Foreign and Commonwealth Office or the World Health Organisation has advised against all travel or all but essential travel (except where cover is provided under the extended cancellation or curtailment cover under Section P – Travel disruption cover).

What is not covered under Section A – Cancellation or curtailment charges

- Redundancy caused by misconduct, resignation, voluntary redundancy or where you received a warning or notification of redundancy before you purchased this insurance or at the time of booking any trip.
- Any circumstances known to you before you purchased this insurance or at the time of booking any trip that could reasonably be expected to result in a claim.

What is not covered under Section B – Emergency medical and other expenses

- Treatment or surgery which in the opinion of the medical practitioner in attendance, can wait until your return to your home area.
- Medication, which prior to departure is known to be required.
- Expenses incurred as a result of a tropical disease where you have not had the NHS recommended inoculations and/or taken the NHS recommended medication.

What is not covered under Section C – Hospital benefit

- Hospitalisation, compulsory quarantine or confinement to your accommodation as a result of a tropical disease where you have not had the NHS recommended inoculations and/or not taken the NHS recommended medication.

What is not covered under Section E – Baggage

- Valuables left unattended at any time unless in a hotel safe, safety deposit box or in your locked accommodation.
- Baggage contained in an unattended vehicle between 9 pm and 9 am (or at any time between 9 am and 9 pm unless it is locked out of sight in a secure baggage area) – *Please see the definition of secure baggage area in the Definitions on page 9 of the Policy Wording.*
- Contact or corneal lenses, hearing aids, dental or medical fittings, ski equipment and other items are excluded – *See pages 35 and 36 of your Policy Wording for the full list.*
- Business goods, samples or tools used in connection with your occupation.
- Any loss, theft or attempted theft where you cannot provide a police report from the local police in the country where the incident occurred.

What is not covered under Section F – Personal money, passport and documents

- Personal money or your passport or visa left unattended at any time unless in a hotel safe, safety deposit box or in your locked accommodation.

- Loss or theft of travellers' cheques where you have not complied with the issuer's conditions.

What is not covered under Section G – Personal liability

- Pursuit of any trade, business or profession, or the ownership, possession or use of mechanically propelled vehicles, aircraft or watercraft.

What is not covered under Section H – Delayed departure

- Strike or industrial action existing or being publicly announced by the date you purchased this insurance or at the time of booking any trip.
- Any delays to any subsequent outbound or return connecting public transport following your departure from the final departure point from or to the United Kingdom.
- Volcanic eruptions and/or volcanic ash clouds.

What is not covered under Section I – Missed departure

- Strike or industrial action existing or being publicly announced by the date you purchased this insurance or at the time of booking any trip.
- Additional expenses where the scheduled public transport operator has offered reasonable alternative travel arrangements.
- Volcanic eruptions and/or volcanic ash clouds (except claims under subsection 1. of What is covered on page 44).

Policy Summary – M&S Travel Insurance continued

What is not covered under

Section J – Legal expenses and assistance

- Any claim where in our opinion there is insufficient prospect of success in obtaining reasonable compensation.
- Legal costs and expenses incurred in pursuit of any claim against a travel agent, tour operator, carrier, us, AXA Assistance or their agents, someone you were travelling with, a person related to you, or another insured person.

What is not covered under

Sections K, L, M, N & O – Winter sports

- Ski equipment contained in or stolen from an unattended vehicle between 9 pm and 9 am (or at any time between 9 am and 9 pm unless it is locked out of sight in a secure baggage area) – *Please see the definition of secure baggage area in the Definitions on page 9 of the Policy Wording.*
- A deduction for wear, tear and depreciation will be made on ski equipment – see table in Section K – Ski equipment.

What is not covered under

Section P – Travel disruption cover

- Claims arising within the first 7 days after you purchased this insurance or the date you booked any trip (whichever is the later) which relate to an event which was occurring or you were aware could occur at the time you purchased this insurance or booked the trip (whichever is the later).
- Any costs incurred by you which are recoverable from the providers of the

accommodation (or their administrators), the public transport operator or your credit/debit card provider or for which you receive or are expected to receive compensation, reimbursement, damages, refund of tickets, meals, refreshments, accommodation, transfers, communication facilities or other assistance.

- Any unused travel costs arising from the insolvency of your transport provider.

Duration

This policy either:

- lasts for a period of 12 months after which it automatically expires; or
- is for a single trip

Please refer to your Policy Schedule for your selected cover.

Cancellation period

You may cancel this policy at any time. If you wish to cancel within 14 days of receipt of the policy documents, you may do so by writing to, or calling, us requesting a full refund providing you have not travelled and no claim has been made. If you cancel after this 14 day period, no refund of premium will be made. See General conditions applicable to the whole policy on page 13 of the Policy Wording for full details.

Claim notification

To make a claim contact 0845 602 5510 (except for Legal expenses where you should contact 0870 350 5716). Claims should be made within 31 days or as soon as possible after that.

Making a complaint

Any complaint you may have should in the first instance be addressed to the department dealing with your claim or the customer services helpline as applicable. If you are not satisfied with the way in which your complaint has been dealt with, you should write to the Customer Care Department of AXA Insurance.

If the complaint is still not resolved, you can approach the Financial Ombudsman Service. Referral to the Financial Ombudsman will not affect your right to take legal action.

Full details of addresses and contact numbers can be found within the Making a complaint section on page 63 of the Policy Wording.

Financial Services Compensation Scheme (FSCS)

AXA Insurance UK plc 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 and the circumstances of the claim. Further information about the compensation scheme arrangements is available from the FSCS (www.fscs.org.uk).

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Introduction

How your insurance works

M&S Travel Insurance is underwritten and administered by AXA Insurance UK plc. This Policy Wording is evidence of the contract of insurance along with **your** most recent Policy Schedule and any endorsements.

This Policy Wording describes what is covered and the events **you** are insured against happening during the period for which **you** are insured. It also clearly outlines what the policy does not cover and details the procedures to follow should **you** need to make a claim.

Your policy is designed to be as simple and as clear as possible and **we** want **you** to be fully aware of **your** rights under it. If however **you** have any queries please call **us** on 0800 068 3918.

If **you** have annual multi trip cover, at the end of **your period of insurance we** may invite **you** to renew **your** policy. However in some circumstances **we** may choose either to not renew **your** policy or advise **you** of changes to the policy and/or premium. **You** may choose whether or not to accept **our** invitation to renew.

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**.

The law which applies 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.

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 by each **insured person**.

Helplines

Please carry the helpline card with **you** in case of an emergency.

Policy information

If **you** would like more information about the policy, telephone **our** customer services helpline on 0800 068 3918.

AXA Insurance

AXA Insurance UK plc is 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

Definitions

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

Baggage

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

Bodily injury

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

Business equipment

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

Business trip

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

Close business associate

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

Close relative

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

Couple

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

Curtailment / Curtail

means either:

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

Definitions continued

Excess

– means the amount **you** pay in the event of a claim. The excess **you** have chosen is shown on **your** Policy Schedule. This payment applies to each and every claim per incident for each **insured person** but is limited to double the standard excess in all if **family cover** or **single parent cover** applies.

Where a claim is made under two or more sections of the policy the total amount payable shall not exceed the standard excess shown in **your** Policy Schedule.

Family cover

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

Home

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

Home area

For residents of the **United Kingdom** excluding Channel Islands and the Isle of Man, **your home area** means the **United Kingdom** excluding Channel Islands and the Isle of Man. For residents of the Channel Islands and the Isle of Man, **your home area** means either the Channel Islands or the Isle of Man depending on where **your home** is.

Insured person

See definition of

You/Your/Yourself/Insured person.

Medical condition

– means any disease, illness or injury.

Medical practitioner

– means a registered practising member of the medical profession recognised by the law of the country where they are practising, who is not related to **you** or any person who **you** are travelling with

Period of insurance

– means if annual multi trip cover is selected: the period of 12 months for which **we** have accepted the premium as stated in the Policy Schedule. During this period any **trip** not exceeding the maximum **trip** length shown in **your** Policy Schedule is covered, but limited to 17 days in total in each **period of insurance** for winter sports (provided **you** have paid the appropriate winter sports premium to include this cover). Under these policies Section A – Cancellation or **curtailment** charges will be operative from the date stated in the Policy Schedule or the time of booking any **trip** (whichever is the later date) and terminates on commencement of any **trip**.

– means if single **trip** cover is selected: the period of the **trip** and terminating upon its completion, but not in any case exceeding the period shown in the Policy Schedule. Under these policies Section A – Cancellation or **curtailment** charges will be operative from the time **you** pay the premium.

For all other sections of the policy, whichever cover is selected, the insurance

Definitions continued

starts when **you** leave **your home** or for a **business trip your** place of business (whichever is the later) to start the **trip** and ends at the time of **your** return to **your home** or place of business (whichever is the earlier) on completion of the **trip**.

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

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

Personal money

– means bank notes, currency notes and coins in current use, travellers' and other cheques, postal or money orders, pre-paid coupons or vouchers, travel tickets, event and entertainment tickets, phonecards, money cards and credit/debit or pre-pay charge cards all held for private purposes.

Public transport

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

Secure baggage area

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

- a) The locked dashboard, boot or luggage compartment of a motor vehicle
- b) The locked luggage compartment of a hatchback vehicle fitted with a lid closing off the luggage area, or of an

estate car with a fitted and engaged tray or roller blind cover behind the rear seats

- c) The fixed storage units of a locked motorised or towed caravan
- d) A locked luggage box, locked to a roof rack which is itself locked to the vehicle roof.

Single parent cover

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

Ski equipment

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

Terrorism

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

Definitions continued

Trip

– means any holiday, business or pleasure trip or journey made by **you** within the area of travel shown in the Policy Schedule which begins and ends in **your home area** or place of business during the **period of insurance**, but excluding one way trips or journeys.

If annual multi trip cover is selected any trip not exceeding the maximum trip length shown in **your** Policy Schedule is covered, but limited to 17 days in total in each **period of insurance** for winter sports (provided **you** have paid the appropriate winter sports premium to include this cover). In addition, any trip solely within **your home area** is only covered where **you** have pre-booked at least two nights accommodation in a hotel, motel, holiday camp, bed and breakfast, holiday cottage or similar accommodation rented for a fee. Each trip under annual multi trip cover is considered to be a separate insurance, with the terms, conditions, definitions, and exclusions contained in this policy applying to each trip. Where **we** have agreed to cover **your medical condition**, this applies to each trip during the **period of insurance**.

Unattended

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

United Kingdom

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

Valuables

– means jewellery, gold, silver, precious metal or precious or semiprecious stone

articles, watches, furs, cameras, camcorders, portable satellite navigation systems, photographic audio video computer laptop television and telecommunications equipment (including MP3/4 players, CD's, DVD's, tapes, films, cassettes, cartridges and headphones), computer games and associated equipment, telescopes and binoculars.

We/Us/Our

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

You/Your/Yourself/Insured person

– means each person travelling on a **trip** whose name appears in the Policy Schedule.

General conditions applicable to the whole policy

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

If **you** do not comply **we** may 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 D – Personal accident).

2. Reasonable precautions

At all times **you** must take all reasonable precautions to avoid injury, illness, disease, loss, theft or damage and take all reasonable steps to safeguard **your** property from loss or damage and to recover property lost or stolen.

3. Cancellation

Statutory cancellation rights

When **you** first purchase this policy, **you** may cancel it within 14 days of receipt of the policy documents and for annual policies the renewal date (the **cancellation period**) by calling **us** on 0800 068 3918 or by writing to **us** at the address below 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 result in a claim has occurred.

Cancellation outside the statutory period

You may cancel this policy at any time after the **cancellation period** by calling **us** on 0800 068 3918 or by writing to **us** at the address below. If **you** cancel after the **cancellation period** no premium refund will be made.

Customer Services
AXA Insurance
Civic Drive
Ipswich
IP1 2AN

Non payment of premium

We are entitled to cancel the policy immediately by sending **you** written notice if **you** do not pay the premium when it is due.

Claims conditions

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

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.

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

1. Claims

All claims except

Legal expenses

0845 602 5510

Legal expenses only

0870 350 5716

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

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

You or **your** legal representatives must supply at **your** own expense, all information, evidence, details of household insurance, proof of ownership and medical certificates as required by **us**. **You** should refer to

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

We reserve the right to require **you** to undergo an independent medical examination at **our** expense.

We may also request and will pay for a 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 and it is then recovered it will then become **our** property. **We** may refuse to reimburse **you** for any expense for which **you** cannot provide receipts or bills or any property which **you** cannot provide proof of ownership for such as an original receipt, a valuation, original user manual or bank or credit card statements.

2. Transferring of rights

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

Claims conditions continued

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 way; or
- b) Make a statement in support of a claim knowing the statement to be false in any way; or
- c) Submit a document in support of a claim knowing the document to be forged or false in any way; or
- d) Make a claim for any loss or damage caused by **your** wilful act or with **your** connivance

Then

- a) **we** will not pay the claim
- b) **we** will not pay any other claim which has been or will be made under the policy
- c) **we** may make the policy void from the date of the fraudulent act
- d) **we** will be entitled to recover from **you** the amount of any claim already paid under the policy
- e) **we** will not refund any premium
- f) **we** may inform the police of the circumstances.

Important conditions relating to health

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

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.

It is a condition of this policy that **you** will not be covered under Section A – Cancellation or **curtailment** charges, Section B – Emergency medical and other expenses, Section C – Hospital benefit and Section D – Personal accident for any claims arising directly or indirectly from:

a) At the time of taking out this policy:

- i) Any **medical condition** which falls into either 1 or 2 below unless **you** have consulted **us** and **we** have agreed, in writing, to cover **you**:
1. Any **medical condition** which falls into any of the following categories which **you** have, or have had, at the time of purchasing this insurance and for which **you** have ever received, or are waiting to receive, treatment (including surgery, tests or investigations):

- Cardiovascular condition (any condition relating to the heart, arteries, veins or blood pressure)
- Respiratory condition (any condition relating to the lungs or breathing)
- Stroke
- Cancer
- High cholesterol
- Diabetes

2. Any **medical condition you** have for which **you** are taking prescribed medication or for which **you** have received, or are waiting to receive, treatment (including surgery, tests or investigations) within the last twelve months.
 - ii) Any **medical condition** for which **you** have received a terminal prognosis
 - iii) Any **medical condition you** are aware of but for which **you** have not had a diagnosis
 - iv) Any **medical condition** for which **you** are on a waiting list for surgery at a hospital
 - v) Any **medical condition** affecting **you**, a **close relative** or a **close business associate** that **you** are aware of that could reasonably be expected to result in a claim on this policy
- b) At any time:
 - i) Any **medical condition you** have as a result 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
 - 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)

Important conditions relating to health continued

- 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**.

You should also refer to What is not covered – applicable to all sections of the policy.

What is not covered – applicable to all sections of the policy

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

1. War risks, civil commotion and terrorism

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

2. Radioactive contamination

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

3. Sonic bangs

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

4. Winter sports

Your participation in winter sports unless the appropriate winter sports premium has been paid, then cover

will apply under those sections shown as covered for winter sports in **your** Policy Schedule for:

- a) the winter sports specified in the list on page 22; and
- b) any other winter sports shown as covered in your Policy Schedule for a period of no more than 17 days in total in each **period of insurance** under annual multi trip policies and for the period of the **trip** under single trip policies.

5. Professional sports or entertaining

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

6. Other sports or activities

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

- a) specified in the list on pages 20 and 21; or
- b) shown as covered in **your** Policy Schedule.

7. Suicide, drug use, alcohol or solvent abuse and putting yourself at needless risk

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

What is not covered – applicable to all sections of the policy continued

8. Unlawful action

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

9. Additional loss or expense

Any other loss, damage or additional expense following on from the event for which **you** are claiming, unless **we** provide cover under this insurance. Examples of such loss, damage or additional expense would be the cost of replacing locks after losing keys, costs incurred in preparing a claim or loss of earnings following **bodily injury**, illness or disease.

10. Armed Forces

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

11. Travelling against FCO or WHO advice

Your travel to a country, specific area or event when the Travel Advice Unit of the Foreign & Commonwealth Office (FCO) or the World Health Organisation (WHO) or regulatory authority in a country to/from which **you** are travelling has advised against all, or all but essential travel (other than claims arising from **you** not being able to travel and use **your** booked accommodation or **curtailing** the **trip** before completion, as provided for under Section P – Travel Disruption cover).

12. Family and single parent cover travel restrictions

You being under the age of 18 (22 if in full time education) unless **you** are travelling with one or both of the insured adults or another responsible adult.

If **you** reach any of the ages mentioned above during the **period of insurance**, cover will continue until the next renewal date but not after that.

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 services helpline on 0800 068 3918 as **we** may be able to offer cover for an additional premium. Details of those sports and activities which **you** have purchased cover for will be added to **your** Policy Schedule.

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

Covered as standard without charge

abseiling (within organisers guidelines)	fishing
administrative or clerical occupations	fives
aerobics	flying as a fare paying passenger in a fully licensed passenger carrying aircraft
archaeological digging	football (amateur only and not main purpose of trip)
archery	* glass bottom boats/bubbles
assault course	* go karting (within organisers guidelines)
badminton	golf
banana boating	handball
baseball	Hiking (without the use of any climbing equipment)
basketball	horse riding (wearing a helmet and excluding competitions, racing, jumping and hunting)
beach games	hot air ballooning (organised pleasure rides only)
billiards/snooker/pool	*hovercraft driving/passenger
body boarding (boogie boarding)	hurling (amateur only and not main purpose of trip)
bowls	indoor climbing (on climbing wall)
* camel riding	* jet boating (no racing)
canoeing (up to grade 2 rivers)	* jet skiing (no racing)
* clay pigeon shooting	jogging
climbing (on climbing wall only)	*karting (wearing a helmet and no racing)
cricket	kayaking (up to grade 2 rivers)
croquet	korfball
curling	netball
cycling (wearing a helmet and no racing or mountain biking)	octopush
deep sea fishing	orienteering
* dinghy sailing	outwardbound pursuits
* driving any motorised vehicle for which you are licensed to drive in the United Kingdom (other than in motor rallies or competitions)	* paint balling/war games (wearing eye protection)
elephant riding/trekking	
falconry	
fell walking/running	
fencing	

Sports and activities covered continued

Covered as standard without charge continued

pony trekking (wearing a helmet)	spear fishing (without tanks)
* power boating (no racing and non-competitive)	* speed sailing (no racing)
* quad biking (wearing a helmet and no racing)	squash
racket ball	students working as counsellors or university exchanges for practical course work (non manual)
rambling	surfing
rap jumping (within organisers guidelines)	swimming
refereeing (amateur only)	swimming with dolphins
ringo	swimming/bathing with elephants
roller skating/blading/in line skating (wearing pads and helmets)	Sydney harbour bridge (walking across roped together)
rounders	table tennis
rowing (no racing)	* tall ship crewing (no racing)
running (non-competitive and not a marathon of any type)	ten pin bowling
safari trekking (must be organised tour)	tennis
* sailing/yachting (if qualified or accompanied by a qualified person and no racing)	trampolining
sand boarding	tree canopy walking
sand dune surfing/skiing	trekking/hiking/walking up to 2,500 metres above sea level
scuba diving up to depth of 18 metres (if qualified or accompanied by qualified instructor and not diving alone)	tug of war
* shooting/small bore target/rifle range shooting (within organisers guidelines)	volleyball
skateboarding (wearing pads and helmets)	wake boarding
sledging (not on snow)	water polo
snorkelling	water skiing/water ski jumping
softball	whale watching
	wind surfing/sailboarding
	wind tunnel flying (pads and helmets to be worn)
	zip lining/trekking (safety harness must be worn)
	zorbing/hydro zorbing/sphering

Sports and activities covered continued

Covered if the appropriate winter sports premium has been paid

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

airboarding	ski run walking
big foot skiing	skiing on piste**
blade skating	skiing – mono
dry slope skiing	skiing – off piste with a guide**
glacier skiing/walking	sledging/tobogganing
husky dog sledding (organised, non-competitive with local driver)	* sledging/sleigh riding as a passenger (pulled by horse or reindeer)
* ice go karting (within organisers guidelines)	snow blading
ice skating	snow boarding on piste**
* ice windsurfing	snow boarding – off piste with a guide**
kick sledging	snow shoe walking
ski – blading	snow tubing
ski boarding	winter walking (using crampons and ice picks only)

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

If **you** are participating in a sport or activity not listed above, please contact **us** on 0800 068 3918 and **we** may be able to cover **you** however please note **we** will not provide cover for any of the following activities:

Sports and activities which you are not covered for

base jumping	skeletons
mountaineering requiring the use of guides or ropes	ski flying
expeditions	ski jumping
professional sports	ski mountaineering
hang gliding	ski stunting
heli – skiing	sky surfing
hunting	scuba diving below 40 metres or scuba diving alone
luges	wrestling
parachuting	
sky diving	
polo	
pot holing	

Emergency and medical service

You must contact the Emergency Assistance Service in the event of an illness or accident which may lead to in-patient hospital treatment or before any arrangements are made for repatriation; or in the event of **curtailment** necessitating **your** early return **home**. The service operates 24 hours a day, 365 days a year for advice, assistance, making arrangements for hospital admission, repatriation (returning **you** to **your home area**) and authorisation of medical expenses. If this is not possible because the condition requires 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** are told about the illness or death of a **close relative** or a **close business associate** at **home**.

Payment for medical treatment abroad

If **you** are admitted to a hospital/clinic while abroad, the Emergency Assistance Service will arrange for medical expenses, covered by the policy, to be paid direct to the hospital/clinic. To take advantage of this benefit someone must contact the Emergency Assistance Service for **you** as soon as possible. Private medical treatment will not be covered unless authorised specifically by the Emergency Assistance Service.

For out-patient treatment, **you** should pay the hospital/clinic **yourself** and claim back medical expenses from **us** on **your** return to **your home area**. Beware of requests for **you** to sign for excessive treatment or charges. If **you** are in doubt, please call the Emergency Assistance Service for guidance.

Contact the Emergency Assistance Service on telephone number:

+44 (0)845 610 1423

Or if **you** are in a country that does not accept the above international phone number please call +44 (0)203 283 8548.
+44 (0)845 610 1423.

Reciprocal health agreements with other countries

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 health care arrangements which exist between countries within the EU/EEA or Switzerland.

If **we** agree to pay for a medical expense which has been reduced because **you** have used either a European Health Insurance Card or private health insurance, **we** will not deduct the **excess** under Section B – Emergency medical and other expenses.

Australia

If **you** need medical treatment in Australia **you** must enrol with a local MEDICARE office. **You** do not need to enrol when **you** arrive, but **you** must do this after the first occasion **you** receive treatment. In-patient and out-patient treatment at a public hospital will then be 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 www.hic.gov.au. Alternatively please call the Emergency Assistance Service for guidance.

If **you** are admitted to hospital **you** must contact the Emergency Assistance Service as soon as possible and get their authorisation for any treatment not available under MEDICARE.

Contact the Emergency Assistance Service on telephone number:

+44 (0)845 610 1423

Or if **you** are in a country that does not accept the above international phone number please call +44 (0)203 283 8548.

Section A – Cancellation or curtailment charges

What is covered	What is not covered
<p>We will pay you up to the limit shown in your Policy Schedule 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</p> <ul style="list-style-type: none"> a) cancellation of the trip is necessary and unavoidable or b) the trip is curtailed before completion <p>as a result of any of the following events:</p> <ol style="list-style-type: none"> 1. The death, bodily injury, illness, disease, or complications arising as a direct result of pregnancy of: <ul style="list-style-type: none"> a) you b) any person who you are travelling or have arranged to travel with c) any person who you have arranged to stay with d) your close relative e) your close business associate. 2. You or any person who you are travelling or have arranged to travel with being quarantined, called as a witness at a Court of Law or for jury service attendance. 3. Redundancy of you or any person who you are travelling or have arranged to travel with (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). 	<ol style="list-style-type: none"> 1. The excess shown in your Policy Schedule. 2. The cost of Airport Departure Duty/Tax (whether irrecoverable or not). 3. Any claims arising directly or indirectly from: <ul style="list-style-type: none"> a) Redundancy caused by or resulting from misconduct leading to dismissal or resignation or voluntary redundancy, or where you received a warning or notification of redundancy before you purchased this insurance or at the time of booking any trip b) Circumstances known to you before you purchased this insurance or at the time of booking any trip which could reasonably have been expected to lead to cancellation or curtailment of the trip. 4. Travel tickets paid for using any airline mileage or supermarket reward scheme, for example Air Miles. 5. Accommodation costs paid for using any Timeshare, Holiday Property Bond or other holiday points scheme. 6. Anything mentioned in What is not covered – applicable to all sections of the policy. <p>You should also refer to the Important conditions relating to health on page 16.</p>

Section A – Cancellation or curtailment charges continued

What is covered	
<p>4. You or any person who you are travelling or have arranged to travel with, are a member of the Armed Forces, Territorial Army, Police, Fire, Nursing or Ambulance Services or employees of a Government Department and have your/their authorised leave cancelled or are called up for operational reasons, provided that the cancellation or curtailment could not reasonably have been expected at the time when you purchased this insurance or at the time of booking any trip.</p> <p>5. The Police or other authorities requesting you to stay at or return to your home due to serious damage to your home caused by fire, aircraft, explosion, storm, flood, subsidence, fallen trees, collision by road vehicles, malicious people or theft.</p> <p>If the same costs, charges or expenses are also covered under Section P – Travel disruption cover you can only claim for these under one section for the same event.</p>	

Special conditions relating to claims

1. **You** must get (at **your** own expense) a medical certificate from a **medical practitioner** and the prior approval of the Emergency Assistance Service to confirm the necessity to return **home**, prior to **curtailment** of the **trip** due to death, **bodily injury**, illness, disease or complications arising as a direct result of pregnancy.
2. If **you** fail to notify the travel agent, tour operator or provider of transport or accommodation as soon as **you** find out it is necessary to cancel the **trip**, the amount **we** will pay will be limited to the cancellation charges that would have otherwise applied.

Section A – Cancellation or curtailment charges continued

3. 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 a consultant specialising in the relevant field or
 - any other **bodily injury**, illness, disease or complications arising as a direct result of pregnancy, **you** must provide (at **your** own expense) a medical certificate from a **medical practitioner**
stating that this necessarily and reasonably prevented **you** from travelling.

Claims evidence

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

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

**To make a claim under this section please call:
For curtailment claims (0)845 610 1423 or other claims 0845 602 5510**

Section B – Emergency medical and other expenses

What is covered	What is not covered
<p>We will pay you up to £10,000,000 for the following expenses which are necessarily incurred during a trip as a result of you suffering unforeseen bodily injury, illness, disease and/or compulsory quarantine:</p> <ol style="list-style-type: none"> 1. Emergency medical, surgical, hospital, ambulance and nursing fees and charges incurred outside of your home area. 2. Emergency dental treatment for the immediate relief of pain (to natural teeth only) up to a limit of £150 incurred outside of your home area. 3. Costs of telephone calls: <ol style="list-style-type: none"> i) 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) incurred by you when you receive calls on your mobile phone from the Emergency Assistance Service for which you are able to provide receipts or other reasonable evidence to show the cost of the calls. 4. The cost of taxi fares 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. 5. If you die: <ol style="list-style-type: none"> a) outside your home area the reasonable additional cost of funeral expenses abroad up to a maximum of 	<ol style="list-style-type: none"> 1. The excess shown in your Policy Schedule. 2. Normal pregnancy, without any accompanying bodily injury, illness, disease or complication. This section is designed to provide cover for unforeseen events, accidents, illnesses and diseases and normal childbirth would not constitute an unforeseen event. 3. Any claims arising directly or indirectly for: <ol style="list-style-type: none"> a) The cost of treatment or surgery, including exploratory tests, which are not related to the bodily injury or illness which necessitated your admittance into hospital. b) Any expenses which are not usual, reasonable or customary to treat your bodily injury, illness or disease. c) 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 area. d) Expenses incurred in obtaining or replacing medication, which you know you will need at the time of departure or which will have to be continued outside of your home area. e) Additional costs arising from single or private room accommodation. f) Treatment or services provided by a health spa, convalescent or nursing home or any rehabilitation

Section B – Emergency medical and other expenses continued

What is covered	What is not covered
<p>£1,500 plus the reasonable cost of returning your ashes to your home, or the additional costs of returning your body to your home</p> <p>b) within your home area the reasonable additional cost of returning your ashes or body to your home up to a maximum of £750.</p> <p>6. Reasonable additional transport and/or accommodation expenses incurred, up to the standard of your original booking (for example full or half board, bed and breakfast, self catering or room only), if it is medically necessary for you to stay beyond your scheduled return date.</p> <p>This includes, with the prior authorisation of the Emergency Assistance Service, reasonable additional transport and/or accommodation expenses for a travelling companion, friend or close relative to stay with you or travel to you from the United Kingdom or escort you. Also additional travel expenses to return you to your home or a suitable hospital nearby if you cannot use the return ticket.</p> <p>7. 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. These expenses will be for the identical class of travel utilised on the outward journey unless the Emergency Assistance Service agree otherwise.</p>	<p>centre unless agreed by the Emergency Assistance Service.</p> <p>g) Any costs incurred by you to visit another person in hospital.</p> <p>h) Any expenses incurred after you have returned to your home area.</p> <p>i) Any expenses incurred in England, Scotland, Wales or Northern Ireland which are:</p> <p>i. for private treatment or</p> <p>ii. are funded by, or are recoverable from the Health Authority in your home area.</p> <p>j) Expenses incurred as a result of a tropical disease where you have not had the NHS recommended inoculations and/or not taken the NHS recommended medication.</p> <p>k) 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.</p> <p>4. Anything mentioned in What is not covered – applicable to all sections of the policy.</p> <p>You should also refer to the Important conditions relating to health on page 16.</p>

Section B – Emergency medical and other expenses continued

Special conditions relating to claims

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

Claims evidence

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

- Receipts or bills for all in-patient/out-patient treatment or emergency dental treatment received.
- In the event of death, the original death certificate and receipts or bills for funeral, cremation or repatriation expenses.
- Receipts or bills for taxi fares to or from hospital claimed for, stating details of the date, name and location of the hospital concerned.
- Receipts or bills or proof of purchase for any other transport, accommodation or other costs, charges or expenses claimed for, including calls to the Emergency Assistance Service.
- Any other relevant information relating to **your** claim under this section that **we** may ask **you** for.

**To make a claim under this section please call:
For curtailment claims (0)845 610 1423 or other claims 0845 602 5510**

Section C – Hospital benefit

What is covered	What is not covered
<p>We will pay you £20 for every complete 24 hours you have to stay in hospital as an in-patient or are confined to your accommodation due to your compulsory quarantine or on the orders of a medical practitioner outside your home area, up to a maximum of £500 as a result of bodily injury, illness or disease you sustain.</p> <p>We will pay the amount above in addition to any amount payable under Section B – Emergency medical and other expenses. This payment is meant to help you pay for additional expenses such as taxi fares and phone calls incurred by your visitors during your stay in hospital.</p>	<ol style="list-style-type: none"> 1. Any claims arising directly or indirectly from: <ol style="list-style-type: none"> a) Any additional period of hospitalisation, compulsory quarantine or confinement to your accommodation: <ol style="list-style-type: none"> i) relating to treatment or surgery, including exploratory tests, which are not directly related to the bodily injury, illness or disease which necessitated your admittance into hospital. ii) relating to treatment or services provided by a convalescent or nursing home or any rehabilitation centre. iii) following your decision not to be repatriated after the date, when in the opinion of the Emergency Assistance Service it is safe to do so. b) Hospitalisation, compulsory quarantine or confinement to your accommodation: <ol style="list-style-type: none"> i) 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 area. ii) as a result of a tropical disease where you have not had the NHS recommended inoculations and/or not taken the NHS recommended medication.

Section C – Hospital benefit continued

	What is not covered
	<p>iii) occurring in England, Scotland, Wales or Northern Ireland and relating to either private treatment or tests, surgery or other treatment, the costs of which are funded by, or are recoverable from the Health Authority in your home area.</p> <p>2. Anything mentioned in What is not covered – applicable to all sections of the policy.</p> <p>You should also refer to the Important conditions relating to health on page 16.</p>

Special conditions relating to claims

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

Claims evidence

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

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

To make a claim under this section please call 0845 602 5510

Section D – Personal accident

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

Loss of one or more limbs

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

Loss of sight

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

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

What is covered	What is not covered
<p>We will pay one of the benefits shown below if you sustain bodily injury which shall solely and independently of any other cause, result within two years in your death, loss of one or more limbs, loss of sight or permanent total disablement.</p>	<p>1. Anything mentioned in What is not covered – applicable to all sections of the policy.</p> <p>You should also refer to the Important conditions relating to health on page 16.</p>

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

Section D – Personal accident continued

Special conditions relating to claims

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

Provisions

1. Benefit is not payable to **you**:
 - a) Under more than one of items 1, 2 or 3.
 - b) Under item 3. until one year after the date **you** sustain **bodily injury**
 - c) Under item 3. if **you** are able or may be able to carry out any relevant occupation after one year following the date **you** sustain **bodily injury**.
2. Benefit 1 will be paid to the deceased **Insured person's** estate.

Claims evidence

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

- In the event of death, the original death certificate.
- A medical certificate or report in relation to claims for loss of one or more limbs, loss of sight or permanent total disablement.
- Any other relevant information relating to **your** claim under this section that **we** may ask **you** for.

To make a claim under this section please call 0845 602 5510

Section E – Baggage *(only covered if shown in your Policy Schedule)*

What is covered	What is not covered
<p>1. We will pay you up to the limit shown in your Policy Schedule for the accidental loss of, theft of or damage to baggage.</p> <p>The maximum we will pay for the following items is:</p> <ul style="list-style-type: none"> a) £250 for any one article, pair or set of articles (for example a set of golf clubs) b) £250 for the total for all valuables. <p>The amount payable will be:</p> <ul style="list-style-type: none"> a) for articles less than 2 years old at the time of loss or theft, we will pay the replacement cost when evidence of the original purchase is provided, (evidence of original purchase is not required for items of clothing). b) for articles 2 years old or more, or if evidence cannot be produced as to its age, we will pay 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. <p>2. We will also pay you up to £150, for the emergency replacement of clothing, medication and toiletries if your baggage is temporarily lost in transit during the outward journey and not returned to you within 12 hours, as long as we receive written confirmation from the carrier, confirming the number of hours the baggage was delayed.</p> <p>If the loss is permanent we will deduct the amount paid from the final amount to be paid under this section.</p>	<ul style="list-style-type: none"> 1. The excess shown in your Policy Schedule (except claims under subsection 2 of What is covered). 2. Loss, theft of or damage to valuables left unattended at any time (including in a vehicle, in checked in luggage or while in the custody of a carrier, tour operator or public transport operator) unless deposited in a hotel safe, safety deposit box or left in your locked accommodation. 3. Loss, theft of or damage to baggage contained in an unattended vehicle: <ul style="list-style-type: none"> a) overnight between 9 pm and 9 am (local time) or b) at any time between 9 am and 9 pm (local time) unless: <ul style="list-style-type: none"> i) it is locked out of sight in a secure baggage area and ii) forcible and violent means have been used by an unauthorised person to gain entry into the vehicle and evidence of such entry is available. 4. Loss or damage due to delay, confiscation or detention by customs or any other authority. 5. Loss, theft of or damage to unset precious stones, contact or corneal lenses, hearing aids, dental or medical fittings, antiques, musical instruments, motor accessories, documents of any kind, bonds, securities, perishable goods (such as foodstuffs), bicycles, ski equipment, golf equipment and damage to suitcases (unless the suitcases are entirely unusable as a result of one single incidence of damage).

Section E – Baggage (only covered if shown in **your** Policy Schedule)
continued

	What is not covered
	<ul style="list-style-type: none"> 6. Loss or damage due to cracking, scratching, breakage of or damage to china, glass (other than glass in watch faces, cameras, binoculars or telescopes), porcelain or other brittle or fragile articles unless caused by fire, theft, or an accident to the aircraft, sea vessel, train or vehicle in which they are being carried. 7. Loss or damage due to breakage of sports equipment or damage to sports clothing whilst in use. 8. Loss, theft of or damage to business equipment, business goods, samples, tools of trade and other items used in connection with your business, trade, profession or occupation. 9. Loss or damage caused by wear and tear, depreciation (loss in value), atmospheric or climatic conditions, moth, vermin, any process of cleaning repairing or restoring, mechanical or electrical breakdown. 10. Any loss, theft or attempted theft where you cannot provide a police report from the local police in the country where the incident occurred. 11. Anything mentioned in What is not covered – applicable to all sections of the policy.

Section E – Baggage *(only covered if shown in your Policy Schedule)* continued

Special conditions relating to claims

1. **You** must report to the local Police in the country where the incident occurred within 24 hours of discovery, or as soon as possible after that and get (at **your** own expense) a written report of the loss, theft or attempted theft of all **baggage**.
2. If **baggage** is lost, stolen or damaged while in the care of a carrier, transport company, authority, hotel or **your** accommodation provider **you** must report details of the loss, theft or damage to them in writing and get (at **your** own expense) written confirmation.
3. If **baggage** is lost, stolen or damaged whilst in the care of an airline **you** must:
 - a) get a Property Irregularity Report from the airline.
 - b) give written notice of the claim to the airline within the time limit contained in their conditions of carriage (please keep a copy).
 - c) keep all travel tickets and tags for submission if **you** are going to make a claim under this policy.
4. **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.

Claims evidence

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

- A police report from the local Police in the country where the incident occurred for all loss, theft or attempted theft.
- A Property Irregularity Report from the airline or a letter from the carrier where loss, theft or damage occurred in their custody.
- A letter from **your** tour operator's representative, hotel or accommodation provider where appropriate.
- All travel tickets and tags for submission.
- An original receipt, proof of ownership or valuations for items lost, stolen or damaged and for all items of clothing, medication and toiletries replaced if **your baggage** is temporarily lost in transit for more than 12 hours.
- A letter from the carrier confirming the number of hours **your baggage** was delayed for.
- Repair report where applicable.
- Any other relevant information relating to **your** claim under this section that **we** may ask **you** for.

To make a claim under this section please call 0845 602 5510

Section F – Personal money, passport and documents

What is covered	What is not covered
<p>1. We will pay you up to the amounts shown below for the accidental loss of, theft of or damage to personal money and documents (including the unused portion of passports, visas and driving licences). We will also cover foreign currency during the 72 hours immediately before your departure on the outward journey.</p> <p>The maximum we will pay for the following items is:</p> <ul style="list-style-type: none"> a) £250 for bank notes, currency notes and coins b) £50 for bank notes, currency notes and coins, if you are under the age of 16 c) £250 for all other personal money and documents (including the cost of the emergency replacement or temporary passport or visa). <p>2. We will pay you up to £250 for reasonable additional travel and accommodation expenses necessarily incurred outside your home area to obtain a replacement of your passport or visa which has been lost or stolen outside your home area.</p>	<ul style="list-style-type: none"> 1. The excess shown in your Policy Schedule. 2. Loss, theft of or damage to personal money or your passport or visa if left unattended at any time (including in a vehicle, in checked in luggage or while in the custody of a carrier, tour operator or public transport operator) unless deposited in a hotel safe, safety deposit box or left in your locked accommodation. 3. Loss, theft of or damage to travellers' cheques if you have not complied with the issuer's conditions or where the issuer provides a replacement service. 4. Loss or damage due to delay, confiscation or detention by customs or any other authority. 5. Loss or damage due to depreciation (loss in value), variations in exchange rates or shortages due to error or omission. 6. Anything mentioned in What is not covered – applicable to all sections of the policy.

Section F – Personal money, passport and documents continued

Special conditions relating to claims

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

Claims evidence

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

- A police report from the local Police in the country where the incident occurred for all loss, theft or attempted theft.
- A letter from **your** tour operator's representative, hotel or accommodation provider where appropriate.
- All travel tickets and tags for submission.
- Original receipts, proof of ownership or valuations for items lost, stolen or damaged.
- Receipts or bills or proof of purchase for any transport and accommodation expenses claimed for.
- Receipt for all currency and travellers cheques transactions.
- Any other relevant information relating to **your** claim under this section that **we** may ask **you** for.

To make a claim under this section please call 0845 602 5510

Section G – Personal liability

What is covered	What is not covered
<p>We will pay up to £2,000,000 (including legal costs and expenses) against any amount you become legally liable to pay as compensation for any claim or series of claims arising from any one event or source of original cause for accidental:</p> <ol style="list-style-type: none"> 1. Bodily injury, death, illness or disease to any person who is not in your employment or who is not a close relative or persons residing with you but not paying for their accommodation. 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 and/or anyone in your employment other than any temporary holiday accommodation occupied (but not owned) by you. 	<ol style="list-style-type: none"> 1. The first £100 of each and every claim, arising from the same incident claimed for under this section in relation to any temporary holiday accommodation occupied by you. 2. Compensation or legal costs arising directly or indirectly from: <ol style="list-style-type: none"> a) Liability which has been assumed by you under agreement (such as a hire agreement) unless the liability would have existed without the agreement. b) Pursuit of any business, trade, profession or occupation or the supply of goods or services. c) Ownership, possession or use of mechanically propelled vehicles, aircraft or watercraft (other than surfboards or manually propelled rowing boats, punts or canoes). d) The transmission of any contagious or infectious disease or virus. 3. Anything mentioned in What is not covered – applicable to all sections of the policy.

Section G – Personal liability continued

Special conditions relating to claims

1. **You** must give **us** written notice of any incident, which may result in a claim as soon as possible.
2. **You** must send **us** every court claim form, summons, letter of claim or other document as soon as **you** receive it.
3. **You** must not admit any liability or pay, offer to pay, promise to pay or negotiate any claim without **our** permission in writing.
4. **We** will be entitled to take over and carry out in **your** name the defence of any claims for compensation or damages or otherwise against any third party. **We** will have full discretion in the conduct of any negotiation or proceedings or in the settlement of any claim and **you** will give **us** all necessary information and assistance which **we** may require.
5. If **you** die, **your** legal representative(s) will have the protection of this cover as long as they comply with the terms and conditions outlined in this policy.

Claims evidence

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

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

To make a claim under this section please call 0870 850 6239

Section H – Delayed departure

What is covered	What is not covered
<p>If departure of the public transport on which you are booked to travel, is delayed at the final departure point from or to the United Kingdom (but not including delays to any subsequent outbound or return connecting public transport) for at least 12 hours from the scheduled time of departure due to</p> <ul style="list-style-type: none"> 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 <p>we will pay you:</p> <ol style="list-style-type: none"> 1. £25 for the first completed 12 hours delay and £15 for each full 12 hours delay after that, up to a maximum of £150 (which is meant to help you pay for telephone calls made and meals and refreshments purchased during the delay) provided you eventually travel, or 2. Up to the limit shown in your Policy Schedule for any irrecoverable unused travel and accommodation costs and other pre-paid charges which you have paid or are contracted to pay, if after a delay of at least 12 hours, you choose to cancel your trip before departure from the United Kingdom. You can only claim under subsection 1. or 2. above for the same event, not both. <p>You can only claim under one of either Section H – Delayed departure, Section I – Missed departure or Section P – Travel disruption cover for the same event.</p>	<ol style="list-style-type: none"> 1. The excess shown in your Policy Schedule under subsection 2. of What is covered. 2. Any claims under subsection 1 of What is covered if the public transport provider or tour operator has requested you do not travel to the airport. 3. Claims arising directly or indirectly from: <ul style="list-style-type: none"> a) Strike or industrial action existing or being publicly announced by the date you purchased this insurance or at the time of booking any trip. b) An aircraft or sea vessel being withdrawn from service (temporary or otherwise) on the recommendation of the Civil Aviation Authority, Port Authority or any such regulatory body in a country to/from which you are travelling. c) Any delays to any subsequent outbound or return connecting public transport following your departure from the final departure point from or to the United Kingdom. d) Volcanic eruptions and/or volcanic ash clouds. 4. Anything mentioned in What is not covered – applicable to all sections of the policy.

Section H – Delayed departure continued

Special conditions relating to claims

1. **You** must check in according to the itinerary given to **you** unless **your public transport** operator (or their handling agents) or tour operator has requested **you** not to travel to the departure point.
2. **You** must get written confirmation (at **your** own expense) from the carriers (or their handling agents) of the number of hours of delay and the reason for the delay.
3. **You** must comply with the terms of contract of the travel agent, tour operator, carrier or transport provider.

Claims evidence

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

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

To make a claim under this section please call 0845 602 5510

Section I – Missed departure

What is covered	What is not covered
<p>We will pay you up to £600 for reasonable additional accommodation (room only) and travel expenses necessarily incurred in reaching your overseas destination or returning to the United Kingdom, if you fail to arrive at the departure point in time to board the public transport on which you are booked to travel on for the initial international outbound and return legs of the trip as a result of:</p> <ol style="list-style-type: none"> 1. the failure of other public transport or 2. an accident to or breakdown of the vehicle in which you are travelling or 3. an accident or breakdown happening ahead of you on a public road which causes an unexpected delay to the vehicle in which you are travelling or 4. strike, industrial action or adverse weather conditions. <p>If the same expenses are also covered under Section H – Delayed departure or Section P – Travel disruption cover you can only claim under one section for the same event.</p>	<ol style="list-style-type: none"> 1. The excess shown in your Policy Schedule. 2. Claims arising directly or indirectly from: <ol style="list-style-type: none"> a) Strike or industrial action existing or being publicly announced by the date you purchased this insurance or at the time of booking any trip. b) An accident to or breakdown of the vehicle in which you are travelling when a repairers report or other evidence is not provided. c) Breakdown of any vehicle owned by you which has not been serviced properly and maintained in accordance with manufacturer's instructions. d) An aircraft or sea vessel being withdrawn from service (temporary or otherwise) on the recommendation of the Civil Aviation Authority, Port Authority or any such regulatory body in a country to/from which you are travelling. e) Your failure to arrive at the departure point in time to board any connecting public transport where your failure to arrive occurs after your departure on the initial international outbound and return legs of the trip. f) Volcanic eruptions and/or volcanic ash clouds (except claims under subsection 1. of What is covered). 3. Additional expenses where the scheduled public transport operator has offered reasonable alternative travel arrangements. 4. Anything mentioned in What is not covered – applicable to all sections of the policy.

Section I – Missed departure continued

Special conditions relating to claims

1. **You** must allow enough time for the **public transport** or other transport to arrive on schedule and to deliver **you** to the departure point.

Claims evidence

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

- A letter from the **public transport** provider detailing the reasons for failure.
- A letter from the relevant **public transport** provider, carrier or authority confirming details of the strike, industrial action or adverse weather conditions.
- **Your** unused travel tickets.
- Receipts or bills or proof of purchase for any transport, accommodation or other costs, charges or expenses claimed for.
- Any other relevant information relating to **your** claim under this section that **we** may ask **you** for.

To make a claim under this section please call 0845 602 5510

Section J – Legal expenses and assistance

What is covered	What is not covered
<p>We will pay up to £25,000 for legal costs to pursue a civil action for compensation, against someone else who causes you bodily injury, illness or death.</p> <p>Where there are two or more insured persons insured by this policy, then the maximum amount we will pay for all such claims shall not exceed £50,000.</p>	<p>We shall not be liable for:</p> <ol style="list-style-type: none"> 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, AXA Assistance 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 variable depending on the outcome of the claim. 6. Legal costs and expenses incurred if an action is brought in more than one country. 7. Any claim where in our opinion the estimated amount of compensation payment is less than £1,000 for each insured person. 8. Travel, accommodation and incidental costs incurred to pursue a civil action for compensation. 9. The costs of any Appeal. 10. Claims by you other than in your private capacity. 11. Anything mentioned in What is not covered – applicable to all sections of the policy.

Section J – Legal expenses and assistance continued

Special conditions relating to claims

1. **We** shall have complete control over the legal case through agents **we** nominate, by appointing agents of **our** choice on **your** behalf with the expertise to pursue **your** claim.
2. **You** must follow **our** agent's advice and provide any information and assistance required within a reasonable timescale.
3. **You** must advise **us** of any offers of settlement made by the negligent third party and **you** must not accept any such offer without **our** permission.
4. **We** may include a claim for **our** legal costs and other related expenses.
5. **We** may, at **our** own expense, take proceedings in **your** name to recover compensation from any third party for any legal costs incurred under this policy. **You** must give **us** any assistance **we** require from **you** and any amount recovered shall belong to **us**.

Claims evidence

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

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

To make a claim under this section please call 0870 350 5716

Sections K, L, M, N and O – Winter sports (only covered if shown in **your** Policy Schedule)

Cover for sections K, L, M, N and O only operates:-

1. Under single **trip** policies – if the appropriate winter sports section is shown as operative in the Policy Schedule and the appropriate additional premium has been paid.
2. Under annual multi trip policies – for a period no more than 17 days in total in each **period of insurance**, providing the appropriate winter sports section is shown as operative in the Policy Schedule and the appropriate additional premium has been paid.

Section K – Ski equipment (only covered if shown in **your** Policy Schedule)

What is covered		What is not covered
<p>We will pay you up to £500 for the accidental loss of, theft of or damage to your own ski equipment, or up to £250 for hired ski equipment. The amount payable in the event of a total loss, will be the value at today's prices less a deduction for wear tear and depreciation (loss of value – calculated from the table below), or we may replace, reinstate or repair the lost or damaged ski equipment.</p>		<ol style="list-style-type: none"> 1. The excess shown in your Policy Schedule. 2. Loss, theft of or damage to ski equipment contained in or stolen from an unattended vehicle: <ol style="list-style-type: none"> a) overnight between 9 pm and 9 am (local time) or b) at any time between 9 am and 9 pm (local time) unless: <ol style="list-style-type: none"> i) it is locked out of sight in a secure baggage area and ii) forcible and violent means have been used by an unauthorised person to gain entry into the vehicle and evidence of this entry is available. 3. Loss or damage due to delay, confiscation or detention by customs or any other authority. 4. Loss or damage caused by wear and tear, depreciation (loss in value), atmospheric or climatic conditions, moth, vermin, any process of cleaning repairing or restoring, mechanical or electrical breakdown.
Age of ski equipment	Amount payable	
Less than 1 year old	90% of value	
Over 1 year old	70% of value	
Over 2 years old	50% of value	
Over 3 years old	30% of value	
Over 4 years old	20% of value	
Over 5 years old	No payment	
<p>The maximum we will pay for any one article, pair or set of articles is the amount payable calculated from the table above or £250 whichever is the less.</p>		

Section K – Ski equipment (only covered if shown in **your** Policy Schedule)

	What is not covered
	5. Anything mentioned in What is not covered – applicable to all sections of the policy.

Special conditions relating to claims

1. **You** must report to the local Police in the country where the incident occurred within 24 hours of discovery or as soon as possible after that and get a written report (at **your** own expense) of the loss, theft or attempted theft of all **ski equipment**.
2. If **ski equipment** is lost, stolen or damaged while in the care of a carrier, transport company, authority, hotel or **your** accommodation provider **you** must report details of the loss, theft or damage to them in writing and get (at **your** own expense) written confirmation.
3. If **ski equipment** is lost, stolen or damaged whilst in the care of an airline **you** must:
 - a) get a Property Irregularity Report from the airline
 - b) give formal written notice of the claim to the airline, within the time limit set out in their conditions of carriage (please keep a copy)
 - c) keep all travel tickets and tags for submission if **you** are going to make a claim under this policy.
4. **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.

Claims evidence

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

- A police report from the local Police in the country where the incident occurred for all loss, theft or attempted theft.
- A Property Irregularity Report from the airline or a letter from the carrier where loss, theft or damage occurred in their custody.
- A letter from **your** tour operator’s representative, hotel or accommodation provider where appropriate.
- All travel tickets and tags for submission.
- An original receipt or proof of ownership for items lost, stolen or damaged.
- Repair report where applicable.
- Any other relevant information relating to **your** claim under this section that **we** may ask **you** for.

To make a claim under this section please call 0870 350 5716

Section L – Ski equipment hire (only covered if shown in **your Policy Schedule**)

What is covered	What is not covered
<p>We will pay you up to £25 per day, up to a maximum of £250 for the reasonable cost of hiring replacement ski equipment as a result of the accidental loss of, theft of or damage to or temporary loss in transit for more than 24 hours of your own ski equipment.</p>	<ol style="list-style-type: none"> 1. Loss, theft of or damage to ski equipment contained in an unattended vehicle: <ol style="list-style-type: none"> a) overnight between 9 pm and 9 am (local time) or b) at any time between 9 am and 9 pm (local time) unless: <ol style="list-style-type: none"> i) it is locked out of sight in a secure baggage area and ii) forcible and violent means have been used by an unauthorised person to gain entry into the vehicle and evidence of this entry is available. 2. Loss or damage due to delay, confiscation or detention by customs or any other authority. 3. Loss or damage caused by wear and tear, depreciation (loss of value), atmospheric or climatic conditions, moth, vermin, any process of cleaning repairing or restoring, mechanical or electrical breakdown. 4. Anything mentioned in What is not covered – applicable to all sections of the policy.

Special conditions relating to claims

1. **You** must report to the local Police in the country where the incident occurred within 24 hours of discovery or as soon as possible after that and get (at **your own expense**) a written report of the loss, theft or attempted theft of **your own ski equipment**.
2. If **ski equipment** is lost, stolen or damaged while in the care of a carrier, transport company, authority, hotel or **your accommodation provider you** must report details of the loss, theft or damage to them in writing and get (at **your own expense**) written confirmation.

Section L – Ski equipment hire (only covered if shown in **your** Policy Schedule) continued

3. If **ski equipment** is lost, stolen or damaged whilst in the care of an airline **you** must:
 - a) get a Property Irregularity Report from the airline.
 - b) give formal written notice of the claim to the airline within the time limit set out in their conditions of carriage (please keep a copy).
 - c) keep all travel tickets and tags for submission if **you** are going to make a claim under this policy.
4. **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.

Claims evidence

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

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

To make a claim under this section please call 0870 350 5716

Section M – Ski pack (only covered if shown in **your** Policy Schedule)

What is covered	What is not covered
<p>We will pay you:</p> <p>a) Up to £500 for the unused portion of your ski pack (ski school fees, lift passes and hired ski equipment) following your bodily injury, illness or disease.</p> <p>b) Up to £150 for the unused portion of your lift pass if you lose it.</p>	<p>1. Anything mentioned in What is not covered – applicable to all sections of the policy.</p>

Special conditions relating to claims

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

Claims evidence

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

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

To make a claim under this section please call 0870 350 5716

Section N – Piste closure (only covered if shown in **your** Policy Schedule)

What is covered	What is not covered
<p>We will pay you up to £30 per day, up to a maximum of £300 for transport costs necessarily incurred by you, to travel to and from an alternative site if either lack of or excess of snow, or an avalanche results in the skiing facilities (excluding cross-country skiing) in your resort being closed and it is not possible to ski. The cover only applies:</p> <p>a) To the resort which you have pre-booked for a period more than 12 hours and for as long as these conditions continue at the resort, but not more than the pre-booked period of your trip and</p> <p>b) To trips taken outside the United Kingdom during the published ski season for your resort.</p> <p>If no alternative sites are available, we will pay you compensation of £30 per day up to a maximum of £300.</p>	<ol style="list-style-type: none"> 1. Any circumstances where transport costs, compensation or alternative skiing facilities are provided to you. 2. Anything mentioned in What is not covered – applicable to all sections of the policy.

Special conditions relating to claims

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

Claims evidence

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

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

To make a claim under this section please call 0870 350 5716

Section O – Avalanche or landslide cover (only covered if shown in **your** Policy Schedule)

What is covered	What is not covered
<p>We will pay you up to £300 for reasonable additional accommodation (room only) and travel expenses necessarily incurred in reaching your booked resort or returning home if you are delayed for more than 5 hours by avalanche or landslide. The cover only applies to trips taken outside the United Kingdom during the published ski season for your resort.</p>	<p>1. Anything mentioned in What is not covered – applicable to all sections of the policy.</p>

Special conditions relating to claims

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

Claims evidence

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

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

To make a claim under this section please call 0870 350 5716

Section P – Travel Disruption cover (only covered if shown in **your Policy Schedule**)

Special definitions relating to this section

Pre-paid charges

- means charges **you** have paid before **you** travel, or are contracted to pay, for car hire, car parking, airport accommodation, airport lounge access, kennel and cattery fees, excursions, green fees and (where winter sports premium has been paid) ski passes and/or lessons.

Package

- means the pre-arranged combination of at least two of the following components when sold or offered for sale at an inclusive price and when the service covers a period of more than 24 hours or includes overnight accommodation:

- a) transport
- b) accommodation
- c) other tourist services not ancillary to transport or accommodation (such as car hire or airport parking) and accounting for a significant proportion of the package.

As more fully described under The Package Travel, Package Holidays and Package Tour Regulations 1992.

What is covered	What is not covered
<p>Before you reach your destination</p> <p>1. We will pay you up to the limit shown in your Policy Schedule for your unused travel, accommodation (including excursions up to £250) and other pre-paid charges that you cannot claim back from any other source if you cannot travel and have to cancel your trip as a result of:</p> <ul style="list-style-type: none"> a) The public transport on which you were booked to travel from your home area being cancelled or delayed for at least 12 hours from the scheduled time of departure; or b) You being involuntarily denied boarding (because there are too many passengers for the seats available) and no suitable alternative flight could be provided within 12 hours; or 	<p>(applicable to all sections of Travel Disruption cover)</p> <ul style="list-style-type: none"> 1. The excess shown in your Policy Schedule (except claims under subsections 3. and 7. of What is covered). 2. Claims arising within the first 7 days after you purchased this insurance or the date you booked any trip (whichever is the later) which relate to an event which was occurring or you were aware could occur at the time you purchased this insurance or booked the trip (whichever is the later). 3. Claims arising directly or indirectly from: <ul style="list-style-type: none"> a) Strike, industrial action or a directive prohibiting all travel or all but essential travel to the country or specific area or event to which

Section P – Travel Disruption cover (only covered if shown in **your Policy Schedule**) continued

What is covered	What is not covered
<p>c) The Travel Advice Unit of the Foreign & Commonwealth Office (FCO) advise against all travel or all but essential travel to the country or specific area you are travelling to providing the advice came into force after you purchased this insurance or booked the trip (whichever is the later); or</p> <p>d) The insolvency of the providers or the booking agents of your accommodation, fire, flood, earthquake, explosion, volcanic eruption, tsunami, landslide, avalanche, hurricane, storm or an outbreak of food poisoning or an infectious disease meaning you cannot use your booked accommodation.</p> <p>2. We will pay you up to £600 for your reasonable additional travel (including up to £150 for taxis and hire cars) and accommodation costs (room only) which are of a similar standard to that of your pre-booked travel and accommodation that you cannot claim back from any other source if you have to make alternative arrangements to reach your destination as a result of:</p> <p>a) The public transport on which you were booked to travel from your home area being cancelled or delayed for at least 12 hours, diverted or re-directed after take-off; or</p> <p>b) You being involuntarily denied boarding (because there are too many passengers for the seats available) and no suitable alternative flight could be provided within 12 hours.</p>	<p>you were travelling, existing or being publicly announced by the date you purchased this insurance or at the time of booking any trip.</p> <p>b) An aircraft or sea vessel being withdrawn from service (temporary or otherwise) on the recommendation or the Civil Aviation Authority, Port Authority or any similar body in any country.</p> <p>c) Denied boarding due to your drug use, alcohol or solvent abuse or your inability to provide a valid passport, visa or other documentation required by the public transport operator or their handling agents.</p> <p>4. Any claims arising whilst you are on a day-trip.</p> <p>5. The cost of Airport Departure Duty.</p> <p>6. Travel tickets paid for using any airline mileage reward scheme, for example Air Miles.</p> <p>7. Accommodation costs paid for using any Timeshare, Holiday Property Bond or other holiday points scheme.</p> <p>8. Any costs incurred by you which are recoverable from the providers of the accommodation (or their administrators) or for which you receive or are expected to receive compensation or reimbursement.</p> <p>9. Any costs incurred by you which are recoverable from the public transport operator or for which you receive or are expected to receive compensation, damages, refund of tickets, meals, refreshments, accommodation, transfers,</p>

Section P – Travel Disruption cover (only covered if shown in **your Policy Schedule**) continued

What is covered	What is not covered
<p>3. If the public transport on which you were booked to travel from your home area including any onward connecting flights is cancelled or delayed for at least 12 hours we will pay you £15 for the first 12 hours delay and £15 for each full 12 hours delay after that up to a maximum of £150 providing you eventually continue the trip (<i>this will help you pay for telephone calls made and meals and refreshments purchased during the delay</i>).</p> <p>4. We will pay you up to £600 for your reasonable additional travel (including up to £150 for taxis and hire cars) and accommodation costs (room only) which are of a similar standard to that of your pre-booked travel and accommodation you have to pay to reach your overseas destination that you cannot claim back from any other source if you fail to arrive at the departure point in time to board any onward connecting public transport on which you are booked to travel as a result of:</p> <p>a) The failure of other public transport; or</p> <p>b) Strike, industrial action or adverse weather conditions; or</p> <p>c) You being involuntarily denied boarding (because there are too many passengers for the seats available) and no other suitable alternative flight could be provided with 12 hours.</p>	<p>communication facilities or other assistance.</p> <p>10. Any costs incurred by you which are recoverable from your credit/debit card provider or for which you receive or are expected to receive compensation or re-imbusement.</p> <p>11. Any travel and accommodation costs, charges and expenses where the public transport operator has offered reasonable alternative travel arrangements.</p> <p>12. Any costs for normal day to day living such as food and drink which you would have expected to pay during your trip.</p> <p>13. Any unused travel costs arising from the insolvency of your transport provider.</p> <p>14. Any cost if your trip was booked as part of a package holiday except under:</p> <p>a) Subsection 3 and 7 or;</p> <p>b) Subsection 1 for any cost relating to pre-paid charges which do not form part of your package holiday.</p> <p>15. Anything mentioned in What is not covered – applicable to all sections of the policy.</p>
<p>While you are at your destination</p> <p>5. We will pay you up to the limit shown in your Policy Schedule for your unused travel, accommodation (including excursions up to £250) and</p>	

Section P – Travel Disruption cover (only covered if shown in **your Policy Schedule**) continued

What is covered	
<p>other pre-paid charges that you cannot claim back from any other source together with any reasonable additional travel (including up to £150 for taxis and hire cars) and accommodation costs (room only) which are of a similar standard to that of your pre-booked travel and accommodation if you have to:</p> <ul style="list-style-type: none"> a) Move to other accommodation at any point during your trip as a result of the insolvency of the providers or the booking agents of your accommodation, fire, flood, earthquake, explosion, volcanic eruption, tsunami, landslide, avalanche, hurricane, storm or an outbreak of food poisoning or an infectious disease meaning you cannot use your booked accommodation; or b) Curtail your trip with prior authorisation of the Emergency Assistance Service as a result of the insolvency of the providers or the booking agents of your accommodation, fire, flood, earthquake, explosion, volcanic eruption, tsunami, landslide, avalanche, hurricane, storm or an outbreak of food poisoning or an infectious disease meaning you cannot use your booked accommodation and you need to be repatriated to your home; or c) Curtail your trip with prior authorisation of the Emergency Assistance Service as a result of the Travel Advice Unit of the Foreign & Commonwealth Office (FCO) recommending evacuation from the country or specific area 	

Section P – Travel Disruption cover (only covered if shown in **your Policy Schedule**) continued

What is covered	
<p>you have travelled to providing the advice came into force after you left your home area to commence the trip.</p> <p>On the way home</p> <p>6. We will pay you up to £600 for your reasonable additional travel (including up to £150 for taxis and hire cars) and accommodation costs (room only) which are of a similar standard to that of your pre-booked travel and accommodation that you cannot claim back from any other source if you have to make alternative arrangements to return to your home or stay longer outside of your home area as a result of:</p> <p>a) The public transport on which you were booked to travel to your home area including connections being cancelled or delayed for at least 12 hours, diverted or re-directed after take-off; or</p> <p>b) You being involuntarily denied boarding (because there are too many passengers for the seats available) and no suitable alternative flight could be provided within 12 hours.</p> <p>7. If the public transport on which you were booked to travel to your home area including any onward connecting flights is cancelled or delayed for at least 12 hours we will pay you £15 for the first 12 hours delay and £15 for each full 12 hours delay after that up to a maximum of £150 providing you return to your home area on the next available suitable public transport (this will help you pay for telephone calls made and meals and</p>	

Section P – Travel Disruption cover (only covered if shown in **your Policy Schedule**) continued

What is covered	
<p>refreshments purchased during the delay).</p> <p>8. We will pay you up to £600 for your reasonable additional travel (including up to £150 for taxis and hire cars) and accommodation costs (room only) which are of a similar standard to that of your pre-booked travel and accommodation you have to pay to return to your home that you cannot claim back from any other source if you fail to arrive at the departure point in time to board any onward connecting public transport on which you are booked to travel including those within the United Kingdom as a result of:</p> <ul style="list-style-type: none"> a) The failure of other public transport; or b) Strike, industrial action or adverse weather conditions; or c) You being involuntarily denied boarding (because there are too many passengers for the seats available) and no other suitable alternative flight could be provided with 12 hours. 	

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

1. If **you** fail to notify the travel agent, tour operator or provider of transport or accommodation as soon as **you** find out it is necessary to cancel the **trip** the amount **we** will pay will be limited to the cancellation charges that would have applied otherwise.
2. **You** must get (at **your** own expense) written confirmation from the provider of the accommodation (or their administrators), the local Police or relevant authority that **you** could not use **your** accommodation and the reason for this.
3. **You** must give notice as soon as possible to the Emergency Assistance Service of any circumstances making it necessary for **you** to return **home** and before any arrangements are made for **your** repatriation.

Section P – Travel Disruption cover *(only covered if shown in your Policy Schedule)* continued

4. **You** must check in according to the itinerary supplied to **you** unless **your** tour operator, the **public transport** operator (or their handling agents) have requested **you** not to travel to the departure point.
5. **You** must get (at **your** own expense) written confirmation from the **public transport** operator (or their handling agents) of the cancellation, number of hours of delay or being denied boarding and the reason for these together with details of any alternative transport offered.
6. **You** must comply with the terms of contract of the **public transport** operator and seek financial compensation, assistance or a refund of **your** ticket from them in accordance with such terms and/or (where applicable) **your** rights under EU Air Passenger Rights legislation in the event of denied boarding, cancellation or long delay of flights.
7. **You** must get written confirmation from the **public transport** operator (or their handling agents) and/or provider of accommodation that compensation, assistance or reimbursement of any costs, charges and expenses incurred by **you** will not be provided and the reason for this.
8. If the same costs and charges are also covered under any other section of this policy, **you** can only claim for these under one section for the same event.

Section P – Travel Disruption cover (only covered if shown in **your** Policy Schedule) continued

Claims evidence

We will require the following evidence where relevant:

- A copy of the advice against all travel or all but essential travel issued by the Foreign & Commonwealth office (FCO).
- Booking confirmation together with a cancellation invoice from **your** travel agent, tour operator or provider of transport/accommodation.
- In the case of **curtailment** claims, written details from **your** travel agent, tour operator or provider of transport/accommodation of the separate costs of transport, accommodation and other pre-paid costs or charges that made up the total cost of the **trip**
- **Your** unused travel tickets.
- Written confirmation from **your public transport** operator (or their handling agents) of the cancellation, number of hours delay or denied boarding and the reason for these together with confirmation of **your** check in times and details of any alternative transport offered.
- Written confirmation from the company providing the accommodation (or their administrators), the local police or relevant authority that **you** could not use **your** accommodation and the reason for this.
- Receipts or bills for any transport, accommodation or other costs, charges or expenses claimed for.
- Written confirmation from the provider of transport/accommodation that compensation, assistance or reimbursement of any costs, charges and expenses incurred by **you** will not be provided and the reason for this.
- Any other relevant information that **we** may ask **you** for.

**To make a claim under this section please call:
For curtailment claims (0)845 610 1423 or other claims 0845 602 5510**

Making a complaint

We aim to provide the highest standard of service to every customer. If **our** service does not meet **your** expectations, **we** want to hear about it so **we** can try to put things right.

All complaints **we** receive are taken seriously. Following the steps below will help **us** understand **your** concerns and give **you** a fair response.

Step One – Initiating your complaint

The majority of complaints can be resolved quickly and satisfactorily by the department **you** are dealing with.

If **your** complaint relates to **your policy**, please contact **our** customer services at:

M&S Travel Insurance
PO Box 147
Ipswich
IP1 2AN

Telephone number: 0800 068 3918

If **your** complaint relates to a claim on **your policy**, please contact the department dealing with **your** claim

When **you** make contact please tell **us** the following information:

- Name, address and postcode, telephone number and e-mail address (if **you** have one)
- **Your policy** and/or claim number
- That **you** have an M&S Travel Insurance Policy
- The reason for **your** complaint

Telephone contact is often the most effective way to resolve complaints quickly

Any written correspondence should be headed 'COMPLAINT' and **you** should include copies of supporting material.

Step Two – Contacting AXA Insurance Customer Care

If **your** complaint remains unresolved following **Step One**, please contact the Head of Customer Care who will arrange for an investigation to be made on behalf of the Chief Executive.

Please provide details of **your** complaint to:

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

Tel: 01473 205926
Fax: 01473 205101

e-mail: customercare@axainsurance.co.uk

Beyond AXA

Should **you** remain dissatisfied following **our** final written response, **you** may refer **your** case to the Financial Ombudsman Service (FOS).

The FOS is an independent body that arbitrates on complaints about general insurance products. The FOS can only consider **your** complaint if **we** have made a decision following **Step Two**.

Making a complaint continued

You have 6 months from the date of **our** final response to refer **your** complaint to the FOS. This does not affect **your** right to take legal action.

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

Tel: 0800 0 234 567 (free for people phoning from a “fixed line” (for example, a landline at **home**))

Tel: 0300 123 9 123 (free for mobile phone users who pay a monthly charge for calls to numbers starting 01 or 02)

Fax: 020 7964 1001

Our promise to you

- **We** will acknowledge written complaints promptly.
- **We** will investigate quickly and thoroughly.
- **We** will keep **you** informed of progress.
- **We** will do everything possible to resolve **your** complaint.
- **We** will learn from **our** mistakes.
- **We** will use the information from complaints to continuously improve **our** service.

To help **us** improve **our** service, telephone calls may be recorded and monitored

Notes

AXA Insurance UK plc

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Marks & Spencer Money

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