

Backpacker Travel Insurance Policy



Introduction

This is **Your** Endsleigh travel insurance policy. It contains details of cover, conditions and exclusions relating to each **Insured Person** and is the basis on which all claims will be settled. It is validated by the issue of the **Statement of Insurance**.

In return for having accepted **Your** premium **We** will in the event of **Bodily Injury**, death, illness, disease, loss, theft, damage, legal liability or other specified events happening within the **Period of Insurance** provide insurance in accordance with the operative sections of **Your** policy as referred to in **Your Statement of Insurance**.

The **Statement of Insurance** and any endorsements form the basis of the policy.

The information **You** have supplied forms part of the contract of insurance with **Us**. **Your** policy is evidence of the contract of insurance.

Your contract of insurance and all communications before and during **Your** contract of insurance will be provided in English.

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 applicable to this policy

You and **We** can choose the law which applies to this policy.

We propose the English law applies. Unless **We** and **You** agree otherwise English law will apply to this policy.

Age eligibility

This policy is not available to anyone aged 36 or over.

Policy excess

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

Policy information or advice

If **You** would like more information or if **You** feel the insurance may not meet **Your** needs, telephone **Our** customer helpline on 0844 472 2502.

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

Your Insurer

Applicable to sections 1 - 6

AXA Insurance UK plc. Registered in England No. 78950.
Registered Office: 5 Old Broad Street, London, EC2N 1AD.
AXA Insurance UK plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority with registered number 202312. This can be checked on the Financial Services Register by visiting their website at www.fca.org.uk/register or by contacting them on 0300 500 8082

For section 7 please see the section for **Your** Insurer details.

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Definitions

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

You/Your/Insured Person - means each person travelling on a Trip whose name appears in the **Statement of Insurance**. Under annual multi trip cover each person insured under the policy is permitted to travel independently of each other.

We/Us/Our - means AXA Insurance UK plc or Endsleigh Insurance Services Limited acting as administrator on its behalf.

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

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

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

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

Curtailment/Curtail - means either:

- abandoning or cutting short the **Trip** by immediate and direct 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
- 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.

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

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Home Area - means **United Kingdom** excluding the Channel Islands and the Isle of Man.

Medical Condition - means any disease, illness or injury.

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

Period of Insurance

means if annual multi **Trip** cover is selected: the period for which **We** have accepted the premium as stated in the **Statement of Insurance**. During this period any **Trip** not exceeding 42 days is covered. Under these policies section 1 - Cancellation cover shall be operative from the period of cover start date stated in the **Statement of Insurance** or the time of booking any **Trip** (whichever is the later) and terminates on commencement of any **Trip**.

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

For all other sections of the policy, whichever cover is selected, the insurance commences when **You** leave **Your Home** or in respect of a business **Trip** **Your** place of business in the **United Kingdom** (whichever is the later) to commence the **Trip** and terminates at the time of **Your** return to **Your Home** or place of business in the **United Kingdom** (whichever is the earlier) on completion of the **Trip**. Any **Trip** that had already begun when **You** purchased this insurance will not be covered, except where this policy replaces or **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 and coins in current use, travellers' and other cheques, postal or money orders, pre-paid coupons or vouchers, travel tickets, event and entertainment tickets, phonecards and credit/debit or charge cards all held for private purposes.

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

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

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

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

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

Trips Home - This policy also entitles **You** to a maximum of two return visits to **Your** home before **Your** intended return date (as specified on **Your** certificate of insurance) for up to a maximum duration of 14 days excluding any return for which a claim is being made as a result of Emergency Medical, Repatriation or curtailment. Cover is suspended from the time **You** arrive at **Your** departure point to **Your** home and starts again when **You** exit the airport at **Your** overseas destination. During this period no cover is provided by the policy.

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

United Kingdom - means England, Scotland, Wales, Northern Ireland.

Valuables - means jewellery, gold, silver, precious metal or precious or semiprecious stone articles, watches, furs, cameras, camcorders, photographic, audio, video, computer, television and telecommunications equipment (including mobile phones, CDs, DVDs, MP3/MP4M players, tapes, films, cassettes, cartridges and headphones), portable satellite navigation systems, computer games and associated equipment, telescopes and binoculars.

General Conditions Applicable to the Whole Policy

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

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

1. Dual insurance

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

2. Reasonable precautions

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

3. Cancellation

14 Day Cooling Off Period

You may cancel this policy and all associated cover sections within 14 days starting from the day **You** receive **Your** policy documents (the Cancellation Period) by writing to the address shown in **Your Statement of Insurance** during the Cancellation Period. **We** will refund **Your** premium less a charge for the period **You** have been insured. **We** will also charge a cancellation fee as shown in **Your** policy summary. In the event **You** have travelled or a claim or

an incident likely to give rise to a claim has occurred during the current **Period of Insurance**, no refund of premium will be given.

Cancellation Outside the 14 Day Cooling Off Period

This policy may be cancelled:

- by **You** sending **Us** notice to the address shown on **Your Statement of Insurance**. **We** will return a proportionate refund of the premium **You** have paid in respect of the unexpired term of this policy. **We** will also charge a cancellation fee as shown in **Your** policy summary. In the event **You** have travelled or a claim or an incident likely to give rise to a claim has occurred during the current **Period of Insurance**, no refund of premium will be given.
- by **Us** where there is a valid reason for doing so by giving **You** 21 days' notice in writing to **Your** last known address. **We** will refund any premium which may be due to **You** in accordance with the terms of this condition. Valid reasons for cancellation may include but are not limited to:
 - If **You** advise **Us** of a change of risk under **Your** policy which **We** are unable to insure;
 - Where **You** fail to respond to requests from **Us** for further information or documentation;
 - Where **You** have given incorrect information and fail to provide clarification when requested;
 - Where **You** breach any of the terms and conditions which apply to **Your** policy;
 - Where we reasonably suspect fraud; or
 - The use of threatening or abusive behaviour or language, or intimidation or bullying of our staff or suppliers, by **You** or any person acting on **Your** behalf

- by **Us** immediately if **You** do not pay the premium

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Claims Conditions

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

1. Claims

In the event of **You** wanting to make a claim against **Your** policy, Endsleigh will be acting on behalf of the insurer in negotiating and settling the claim with **You**. To make a claim, phone the telephone number in the 'How to make a claim' section of **Your** policy summary.

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

All claims except legal expenses

Endsleigh Insurance, P.O. Box 432, Cheltenham Spa,
Gloucestershire GL50 3YD Tel. +44(0) 844 472 2502

Legal expenses only

AXA Assistance, The Quadrangle, 106/118 Station Road, Redhill,
Surrey, RH1 1PX Tel: +0370 350 5716

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

You must also inform **Us** if **You** are aware of any court claim form, summons or impending prosecution. Every communication relating to a claim must be sent to **Us** without delay. **You** or anyone acting on **Your** behalf must not negotiate admit or repudiate any claim without **Our** permission in writing and cooperate fully with **Us** in our investigations into the circumstance of **Your** claim.

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

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

3. Fraud

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

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

Then

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

Important Conditions Relating to Health

To proceed **You** and everyone to be insured on this policy must be able to agree to the following important conditions relating to health. For **You** and everyone to be insured on this policy to benefit from the full protection **You** must comply with the following conditions. If **You** do not comply **We** may at **Our** option cancel the policy or refuse to deal with **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 1 - Cancellation or curtailment charges, section 2 - Emergency medical and other expenses, section 3 - Hospital benefit, section 4 - Personal accident, section 12 - Air rage and section 15 - Course fees for any claims arising directly or indirectly from:

A) At the time of taking out this policy:

- Any **Medical Condition** **You** have or have had for which:
 - symptoms or diagnosis has occurred within the last 12 months or
 - there has been a change in treatment (including medication, dosage, surgery, tests, investigations or diet) in the last 12 months
- Any **Medical Condition** where **You**, a **Close Relative** or a **Close Business Associate** is waiting for an operation, hospital consultation (other than for regular check ups), or other hospital treatment or investigation.
- Any **Medical Condition** where **You**, a **Close Relative** or a **Close Business Associate** has, within the last 6 months, been seen by a specialist (other than for regular check ups), had an operation or other hospital treatment or investigation.

- Any **Medical Condition** where **You**, a **Close Relative** or a **Close Business Associate** have received a terminal prognosis.
- Any **Medical Condition** where **You**, a **Close Relative** or a **Close Business Associate** have not had a diagnosis.
- Any **Medical Condition** affecting **You** a **Close Relative** or a **Close Business Associate** that could reasonably be expected to give rise to a claim.

B) At any time:

- Any **Medical Condition** **You** have in respect of which a **Medical Practitioner** has advised **You** not to travel (or would have done so had **You** sought out his/her advice) but despite this **You** still travel.
- Any surgery, treatment or investigations for which **You** intend to incur due to the discovery of other **Medical Conditions** during, and/or complications arising from, these procedures.
- Any **Medical Condition** for which **You** are not taking the recommended treatment or prescribed medication as directed by a **Medical Practitioner**.
- You** travel against any health requirements stipulated by the carrier, their handling agents or other **Public Transport** provider.

You should also refer to the general exclusions on page 3.

General Exclusions Applicable to all Sections of the Policy

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

- War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, **Terrorism**, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power but this exclusion shall not apply to losses under section 2 - Emergency medical and other expenses, section 3 - Hospital benefit and section 4 - Personal accident unless such losses are caused by nuclear, chemical or biological attack, or the disturbances were already taking place at the beginning of any

Trip.

- 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.
- Loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
- Your pursuit of winter sports unless sections 17, 18, 19, 20 and 21

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are shown as operative in **Your Statement of Insurance**, in which case cover will apply to:

- a) the winter sports shown in the list on page 4 and
- b) any other winter sports shown as covered in **Your Statement of Insurance** 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. **You** participation in or practice of any professional entertaining or professional sports.
6. **You** participation in or practice of any other sport or activity, manual work, driving any motorised vehicle or racing unless:
 - a) shown as covered without charge in the list on page 4 or
 - b) shown as covered in **Your Statement of Insurance**.
7. **You** wilfully, self-inflicted injury or illness, suicide or attempted suicide, sexually transmitted diseases, solvent abuse, the use of drugs (other than drugs taken in accordance with treatment prescribed and directed by a **Medical Practitioner**, but not for the treatment of drug addiction), self-exposure to needless peril (except in an attempt to save human life).
8. **You** drinking too much alcohol, alcohol abuse or alcohol dependency. **We** do not expect **You** to avoid alcohol on **Your** Trips or holidays, but **We** will not cover any claims arising because **You** have drunk so much alcohol that **Your** judgement is seriously affected and **You** need to make a claim as a result.
9. **Your** own unlawful action or any criminal proceedings against **You**.

10. Any other loss, damage or additional expense following on from the event for which **You** are claiming unless **We** provide cover under this insurance. Examples of such loss, damage or additional expense would be the cost of replacing locks after losing keys, costs incurred in preparing a claim or loss of earnings following **Bodily Injury** illness or disease.
11. Operational duties of a member of the Armed Forces (other than claims arising from authorised leave being cancelled due to operational reasons, as provided for under sub section 4. of section 1 – Cancellation or Curtailment charges).
12. **Your** use of a motorised vehicle unless a full **United Kingdom** driving licence is held permitting the use of such vehicles in the **United Kingdom**.
13. **Your** travel to a country or specific area or event to which the Travel Advice Unit of the Foreign & Commonwealth Office or the World Health Organisation has advised the public not to travel.
14. **You**:
 - a) jumping or diving from piers, walls or rocks (including tombstoning and shore diving)
 - b) climbing on top of or jumping from a vehicle
 - c) jumping from a building or balcony
 - d) climbing or moving from any external part of any building to another part (apart from stairs) and falling, regardless of the height unless **Your** life is in danger or **You** are attempting to save human life.

Sports and Activities Covered

The following lists detail the sports and activities that this policy will cover. If **You** are participating in any other sports or activities not mentioned, please telephone **Our** customer helpline on 0844 472 2592 as **We** may be able to offer cover for an additional premium. Details of those sports and activities for which **You** have purchased cover will be added to **Your Statement of Insurance**.

Covered as standard

*No cover under section 5
– Personal liability for these sports or activities
administrative or clerical occupations
aerobics
archery
badminton
banana boating
baseball
basketball
bmx biking (no stunting or racing)
body boarding (boogie boarding)
bowls
bungee jumping (1 jump only within professional organiser's guidelines and wearing appropriate safety equipment)
*camel riding
canoeing (up to grade 2 rivers)
*catamaran sailing (if qualified or accompanied by a qualified person and no racing)
*clay pigeon shooting
climbing (on climbing wall only)
cricket
croquet
curling
cycling (wearing a helmet, no mountain biking and no racing)
deep sea fishing
*dinghy sailing (no racing)
*driving any motorised vehicle for which You are licensed to drive in the United Kingdom (other than in motor rallies or competitions)
elephant riding

fell walking/running
fencing
fishing
flying as a fare paying passenger in a fully licensed passenger carrying aircraft
football (amateur only and not main purpose of Trip)
glacier walking
*go karting (within organisers guidelines)
golf
hiking
horse riding (wearing a helmet and excluding competitions, racing, jumping and hunting)
hot air ballooning (organised pleasure rides only)
hydro zorbing
indoor climbing (on climbing wall)
*jet boating (no racing)
*jet skiing (no racing)
jogging
kayaking (up to grade 2 rivers)
netball
octopush
open water swimming (professionally escorted tours only)
orienteering
overlanding
*paint balling (wearing eye protection)
pony trekking (wearing a helmet)
*quad biking (wearing a helmet and not racing)
racket ball

rambling
*rifle range shooting
ringos
roller skating and blading (wearing pads & helmets)
rounders
rowing (no racing)
running (non-competitive and not marathon of any kind)
safari trekking in a vehicle (must be organised tour)
safari trekking on foot (must be organised tour)
*sailing (if qualified or accompanied by a qualified person and no racing)
sandboarding
sand dune surfing/skiing
*sand yachting (no racing)
scuba diving to max depth 18 metres below sea level (only if qualified scuba diver and not diving alone, or accompanied by qualified instructor)
* shooting/small bore target shooting (within organisers guidelines)
skateboarding (wearing pads & helmets)
snorkelling
softball
squash
students working as counsellors or university exchanges for practical course work (non manual)
surfing
swimming
swimming with dolphins
Sydney harbour bridge walk
table tennis

ten pin bowling
tennis
trampoline
trekking up to 2,500 metres altitude
tug of war
volleyball
wake boarding
walking
*war games (wearing eye protection)
water polo
water skiing
whale watching
wind surfing
*yachting (if qualified or accompanied by a qualified person and no racing)
zorbing

Covered if the appropriate winter sports premium has been paid

* No cover under section 7
– Personal liability for these sports or activities
dry slope skiing
ice skating
kick sledging
ski – blading
skiing on piste
skiing – mono
skiing - off piste with a guide
sledging
* sledging pulled by horse, dog or reindeer as a passenger
snow boarding
snow shoe walking

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Emergency and Medical Service

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

Medical assistance abroad

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

Payment for medical treatment abroad

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

For simple 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 in doubt regarding any

such requests, please call the Emergency Assistance Service for guidance.

Reciprocal health agreements

EU, EEA or Switzerland

If **You** are travelling to countries within the European Union (EU), the European Economic Area (EEA) or Switzerland **You** are strongly advised to obtain a European Health Insurance Card (EHIC). **You** can apply for an EHIC either on line at www.ehic.org.uk or by telephoning 0300 330 1350 This will entitle **You** to benefit from the health care arrangements which exist between countries within the EU/EEA or Switzerland.

In the event of liability being accepted for a medical expense which has been reduced by the use of either a European Health Insurance Card or private health insurance, **We** will not apply the deduction of excess under section 2 - Emergency medical and other expenses.

Australia

If **You** require medical treatment in Australia **You** must enrol with a local MEDICARE office. **You** do not need to enrol on arrival but **You** must do this after the first occasion **You** receive treatment. In-patient and out-patient treatment at a public hospital is then available free of charge. Details of how to enrol and the free treatment available can be found by visiting the MEDICARE website on medicareaustralia.gov.au or by emailing medicare@medicareaustralia.gov.au. Alternatively please call the Emergency Assistance Service for guidance.

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

Contact the Emergency Assistance Service on telephone number: + 44 (0)203 126 4114 or +44(0)203 0609 671

Section 1 - Cancellation or Curtailment Charges

What is covered

We will pay **You** up to £1,000 for any irrecoverable unused travel and 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

- cancellation of the **Trip** is necessary and unavoidable or
- the **Trip** is **Curtailed** before completion

as a result of any of the following events occurring:

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

You may only claim under section 1 - Cancellation or curtailment charges or section 7 - Independent traveller cover for the same event, not both.

What is not covered

- The first £50 of each and every claim per incident claimed for under this section by each **Insured Person**.
- The cost of Air Passenger Duty (APD)
- Any claims arising directly or indirectly from:
 - Your** misconduct or misconduct by any person who **You** are travelling with or have arranged to travel with leading to dismissal, **Your**/their resignation, voluntary redundancy, **You**/their entering into a compromise agreement, or where **You**/they had received a warning or notification of redundancy before **You** purchased this insurance or at the time of booking any **Trip**.
 - Circumstances known to **You** prior to the date this insurance is purchased by **You** or the time of booking any **Trip** which could reasonably have been expected to give rise to cancellation or Curtailment of the **Trip**.
 - Normal pregnancy, without accompanying **Bodily Injury**, illness, disease or complication. This section is designed to provide cover for unforeseen events, accidents, illnesses and diseases and normal childbirth would not constitute an unforeseen event.
- Travel tickets paid for using any airline mileage reward scheme, for example Air Miles.
- Anything mentioned in the general exclusions on page 3.

You should also refer to the important conditions relating to health on page 3.

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Section 1 - Cancellation or Curtailment Charges (continued)

Special conditions relating to claims

1. **You** must obtain (at **Your** own expense) a medical certificate from a **Medical Practitioner** in attendance and prior approval of the Emergency Assistance Service to confirm the necessity to return **Home** prior to **Curtailment** of the **Trip** due to death, **Bodily Injury** or illness or complication arising as a direct result of pregnancy.
2. If **You** fail to notify the travel agent, tour operator or provider of transport/accommodation as soon as it is found necessary to cancel the **Trip** the amount **We** will pay will be limited to the cancellation charges that would have otherwise applied.
3. If **You** cancel the **Trip** due to
 - i. Stress, anxiety, depression or any other mental or nervous disorder that **You**, any person with whom **You** are travelling or have arranged to travel with, any person with whom **You** have arranged to reside temporarily, **Your Close Relative** or **Your Close Business Associate** are suffering from **You** must provide a medical certificate from either a registered mental health professional if **You** are under the care of a Community Mental Health Team or if not, from a consultant specialising in the relevant field or
 - ii. Any other **Bodily Injury**, illness or complications arising as a direct result of pregnancy **You** must provide a medical certificate from a Medical Practitioner stating that this necessarily and reasonably prevented **You** from travelling.

Section 2 - Emergency Medical and Other Expenses

What is covered

We will pay **You** up to £2,000,000 for the following expenses which are necessarily incurred within 12 months of the incident as a result of **Your** suffering unforeseen **Bodily Injury** or illness and/or compulsory quarantine:

1. Emergency medical, surgical, hospital, ambulance and nursing fees and charges incurred outside **Your Home Area**.
2. In the event of **Your** death:
 - a) outside **Your Home Area** the reasonable additional cost of funeral expenses abroad up to a maximum of £2,000 plus the reasonable cost of conveying **Your** ashes or **Your** body to **Your Home**.
 - b) within **Your Home Area** the reasonable additional cost of returning **Your** ashes or body to **Your Home** up to a maximum of £750.
3. Reasonable additional transport and accommodation expenses incurred, up to the standard of **Your** original booking, if it is medically necessary for **You** to stay beyond **Your** scheduled return date.

This includes, with the prior authorisation of the Emergency Assistance Service, reasonable additional transport and/or accommodation expenses for one friend or **Close Relative** to remain with **You** or travel to **You** from the **United Kingdom** or escort **You** and additional travel expenses to return **You** to **Your Home** if **You** are unable to use the return ticket.
5. With the prior authorisation of the Emergency Assistance Service, the additional costs incurred in the use of air transport or other suitable means, including qualified attendants, to repatriate **You** to **Your Home Area** if it is medically necessary. Repatriation expenses will be in respect only of the identical class of travel utilised on the outward journey unless the Emergency Assistance Service agree otherwise.

What is not covered

1. The first £50 of each and every claim per incident claimed for under this section by each **Insured Person**.
2. Any claims arising directly or indirectly in respect of:
 - a) Cost of telephone calls, other than:
 - (i) calls to the Emergency Assistance Service notifying and dealing with the problem for which **You** are able to provide receipts or other reasonable evidence to show the cost of the calls and the numbers **You** telephoned
 - iii) any costs incurred by **You** when **You** receive calls on **Your** mobile telephone from the Emergency Assistance Service for which **You** are able to provide receipts or other reasonable evidence to show the cost of the calls.
 - b) The cost of taxi fares, other than those for **Your** travel to or for outpatient treatment or appointments or for collection of incurred by **You** to visit another person in hospital are not covered.
 - c) The cost of treatment or surgery, including exploratory tests, which are not directly related to the **Bodily Injury** or illness which necessitated **Your** admittance into hospital.
 - d) Any expenses which are not usual, reasonable or customary to treat **Your Bodily Injury** or illness.
 - e) Any form of treatment or surgery which in the opinion of the Emergency Assistance Service or Us (based on information from the Medical Practitioner in attendance) can be delayed reasonably until **Your** return to **Your Home Area**.
 - f) Expenses incurred in obtaining or replacing medication or obtaining treatment or ongoing regular therapy, which at the time of departure is known to be required or to be continued outside **Your Home Area**.
 - g) Additional costs arising from single or private room accommodation.
 - h) Treatment or services provided by a health spa, convalescent or nursing home or any rehabilitation centre unless agreed by the Emergency Assistance Service.
 - i) Any expenses incurred after **You** have returned to **Your Home Area**.
 - j) Any expenses incurred in England, Scotland, Wales or Ireland, which are:
 - i) for private treatment or
 - ii) are funded by, or are recoverable from the Health Authority in **Your Home Area**.
 - iii) are funded by a reciprocal health agreement (RHA) between these countries and and/or Islands.
 - k) Expenses incurred as a result of a tropical disease where **You** have not had the recommended inoculations and/or taken the recommended medication.
 - l) **Your** decision not to be repatriated after the date when in the opinion of the Emergency Assistance Service it is safe to do so.
 - m) Any expenses arising from dental consultation or treatment (including surgery, tests or investigation).
 - n) 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.

You should also refer to the important conditions relating to health on page 3.

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Section 2 - Emergency Medical and Other Expenses (continued)

Special conditions relating to claims

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

Section 3 - Baggage

(only operative if indicated in the Statement of Insurance)

GOLF EQUIPMENT IS ONLY COVERED IF THE APPROPRIATE PREMIUM HAS BEEN PAID

What is covered

1. **We** will pay **You** up to £500 for the accidental loss of, theft of or damage to **Your Baggage**.
The amount payable will be the value at today's prices less a deduction for wear, tear and depreciation, (or **We** may at **Our** option replace, reinstate or repair the lost or damaged **Baggage**).
The maximum **We** will pay for the following items is:
a) for any one article, pair or set of articles £150
b) the total for all **Valuables** £200.

What is not covered

1. The first £50 of each and every claim per incident claimed for under this section by each **Insured Person**.
2. Loss, theft of or damage to **Valuables** left **Unattended** at any time (including in a vehicle, 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/ Golf Equipment** contained
a) overnight between 9 p.m. and 9 a.m. (local time) or
b) at any time between 9 a.m. and 9 p.m. (local time) unless it is:
i) in the glove compartment or locked boot (which is separate from the passenger compartment for those vehicles with a boot) of a locked vehicle, or
ii) in the glove compartment or luggage compartment of a locked hatchback vehicle fitted with a lid closing off the luggage area or of a locked estate car with a fitted and engaged tray or roller blind cover behind the rear seats, or
iii) in the fixed storage units of a locked motorised or towed caravan.
4. Loss or damage due to delay, confiscation or detention by customs or any other authority.
5. Loss, theft of or damage to unset precious stones, contact or corneal lenses, hearing aids, dental or medical fittings, antiques, musical instruments, documents of any kind, bonds, securities, perishable goods, bicycles, **Ski Equipment** and damage to suitcases (unless the suitcases are entirely unusable as a result of one single incidence of damage).
6. Loss or damage due to cracking, scratching, breakage of or damage to china, glass (other than glass in watch faces, cameras, binoculars or telescopes), porcelain or other brittle or fragile articles unless caused by fire, theft, or accident to the aircraft, sea vessel, train or vehicle in which they are being carried.
7. Loss or damage due to breakage of sports equipment (not applicable to **Golf Equipment** if cover is included) or damage to sports clothing whilst in use.
8. Loss, theft of or damage to business goods, samples, tools of trade, motor accessories and other items used in connection with **Your** business, trade, profession or occupation.
9. Loss or damage caused by wear and tear, depreciation, deterioration, atmospheric or climatic conditions, moth, vermin, any process of cleaning repairing or restoring, mechanical or electrical breakdown.
10. Anything mentioned in the general exclusions on page 3.

Special conditions relating to claims

1. **You** must report to the local Police (in the country where the incident occurred) within 24 hours of discovery (or as soon as possible after that) and obtain a written report of the loss, theft or attempted theft of all **Baggage**.
2. If **Baggage** is lost, stolen or damaged while in the care of a carrier, transport company, authority, hotel or **Your** accommodation provider **You** must report to them, in writing, details of the loss, theft or damage and obtain written confirmation of the loss. If **Baggage** is lost, stolen or damaged whilst in the care of an airline **You** must:
a) obtain a Property Irregularity Report from the airline.
b) give formal written notice of the claim to the airline within the time limit contained in their conditions of carriage (please retain a copy).
c) retain all travel tickets and tags for submission if a claim is to be made under this policy.
3. **You** must provide (at **Your** own expense) an original receipt or proof of ownership for items lost, stolen or damaged to help **You** to substantiate **Your** claim.

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Section 4 - Passport and Documents

What is covered

1. **We** will pay **You** up to £200 for the accidental loss of, theft of or damage to documents (including passports, visas and driving licence).
2. We will pay **You** up to £200 for reasonable additional travel and accommodation expenses incurred necessarily outside **Your** Home Area to obtain a replacement of **Your** lost or stolen passport or visa.

What is not covered

1. The first £50 of each and every claim per incident claimed for under this section by each **Insured Person**.
2. Loss, theft of or damage to **Your** passport or visa left **Unattended** at any time (including in a vehicle or in the custody of carriers) unless deposited in a hotel safe, safety deposit box or left in **Your** locked accommodation.
3. Loss or damage due to delay, confiscation or detention by customs or other authority.
4. Loss or damage due to depreciation in value.
5. Loss, theft or damage to Personal Money.
6. Anything mentioned in the general exclusions on page 3.

Special conditions relating to claims

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

Section 5 - Personal Liability

What is covered

We will pay up to £1,000,000 (inclusive of legal costs and expenses) against any amount **You** become legally liable to pay as compensation for any claim or series of claims arising from any one event or source of original cause in respect of accidental:

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

What is not covered

1. Compensation or legal costs arising directly or indirectly from:
 - a) Liability which has been assumed by **You** under agreement unless the liability would have attached in the absence of such agreement.
 - b) Pursuit of any business, trade, profession or occupation or the supply of goods or services.
 - c) Ownership possession or use of vehicles aircraft or watercraft (other than surfboards or manually propelled rowboats, punts, canoes and where the appropriate **Golf Equipment** premium has been paid, golf buggies whilst in use on a golf course).
 - d) The transmission of any communicable disease or virus.
 - e) Ownership or occupation of land or buildings (other than occupation only of any temporary holiday accommodation where **We** will not pay for the first £100 of each and every claim arising from the same incident).
2. Anything mentioned in the general exclusions on page 3.

Special conditions relating to claims

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

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Section 6 -Overseas Legal Expenses and Assistance

What is covered

We will pay up to £10,000 for legal costs to pursue a civil action for compensation if someone else cause **You Bodily Injury**, illness or death.

Where there are two or more **Insured Persons** insured by this policy, then the maximum amount payable by **Us** for all such claims shall not exceed £10,000.

What is not covered

We shall not be liable for:-

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

Special conditions relating to claims

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

Section 7 - Independent Travellers Cover

(Only operative if indicated in the Statement of Insurance)

THIS SECTION ONLY APPLIES TO YOU IF YOU ARE AN INDEPENDENT TRAVELLER AND HAVE BOOKED YOUR ACCOMMODATION DIRECT AND NOT THROUGH A TRAVEL AGENT OR TOUR OPERATOR.

What is covered

We will pay **You** up to £1,500 for:

- a) any irrecoverable unused accommodation costs and charges which **You** have paid or are contracted to pay because **You** are not able to travel and use **Your** booked accommodation or
- b) reasonable additional accommodation and transport costs incurred, up to the standard of **Your** original booking, if **You** need to move to other accommodation on arrival or at any other time during the **Trip** because **You** cannot use **Your** booked accommodation as a result of the following events:
 1. insolvency of the providers of the accommodation,
 2. fire, flood, earthquake, explosion, tsunami, landslide, avalanche or storm making **Your** accommodation uninhabitable or
 3. an outbreak of food poisoning or an infectious disease.

What is not covered

1. The first £100 of each and every claim per incident claimed for under this section by each **Insured Person**.
2. Any costs incurred by **You** which are recoverable from the company providing the accommodation or for which **You** receive or are expected to receive compensation or reimbursement.
3. Any costs which **You** would have expected to pay during **Your Trip** for normal day to day living such as food and drink.
4. Anything mentioned in the general exclusions on page 3.

You may claim only under section 7 - Independent travellers cover or section 1 - Cancellation or curtailment charges for the same event, not both.

Special conditions relating to claims

1. **You** must obtain (at **Your** own expense) written confirmation from the company providing the accommodation or the local Police that **You** could not use **Your** accommodation and the reason for this.

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How to Make a Complaint

We aim to provide the highest standard of service to every customer and pay claims fairly and promptly under the terms of **Your Travel Insurance Policy**.

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

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

Making your complaint

If **You** are unhappy with any aspect of **Our** service, please contact in the first instance the person who originally dealt with **Your** enquiry. Alternatively **You** can contact Endsleigh Insurance Services Limited or AXA Insurance UK plc as below:

Endsleigh Contact Details

Customer Liaison Department, Endsleigh Insurance Services Limited
Shurdington Road, Cheltenham, Gloucestershire GL51 4UE.
Tel: 0800 085 8698

AXA Contact Details

Head of Customer Relations, AXA Insurance Civic Drive, Ipswich IP1 2AN
Tel: 01473 205926
Fax: 01473 205101
Email: customer-care@axa-insurance.co.uk

When **You** make contact please provide the following information:

Your name, address and postcode, telephone number and e-mail address (if **You** have one). **Your** policy/and or claim number, and the type of policy **You** hold. The name of **Your** insurance agent/firm (if applicable). The reason for **Your** complaint. Any written

correspondence should be headed 'COMPLAINT' and **You** may include copies of supporting material.

Beyond AXA

Should **You** remain dissatisfied following **Our** final written response, **You** may be eligible to refer **Your** case to the Financial Ombudsman Service.

The Financial Ombudsman Service is an independent body that arbitrates on complaints about general insurance products. **You** have six months from the date of **Our** final response to refer **Your** complaint to the Financial Ombudsman Service. This does not affect **Your** right to take legal action.

If **We** cannot resolve **Your** complaint **You** may refer it to the Financial Ombudsman Service at the address given below:

The Financial Ombudsman Service
Exchange Tower, Harbour Exchange Square, London E14 9SR
Telephone 0300 123 9123 or 080 023 4567
Fax: 020 7964 1001

Email: complaint.info@financial-ombudsman.or.uk

Our promise to you

We will

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

About your insurers

Risk Transfer

Endsleigh acts as an agent for the insurer for the collection and refund of premiums and the payment of claims. This means that premiums are treated as being received by the insurer when cleared funds are received by Endsleigh and that any premium refunds of claims monies are treated as received by you when it is actually paid over to you. There are occasions where such transactions are restricted (for example, to receiving premiums only) and Endsleigh will tell you if this is the case.

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

It is Endsleigh's policy to take all necessary steps to ensure that Your personal data held is processed fairly and lawfully in accordance with the Data Protection Act 1998 ("the Act"). We hold personal data relating to You in connection with insurance products and services You have asked Us to provide. Except to the extent We are required or permitted by law, personal data provided to or obtained by Us will be used for the purposes of providing You with the products and services You have requested. It may also be shared within other Endsleigh group companies, (full details of which are available on request), as well as carefully selected third parties who have products and services that We think may be of interest to You. In the process of gathering Your details We may collect sensitive information such as about Your health or in relation to motoring offences. If You purchase products or services from Us, You will have given Us Your consent to use this personal data as detailed in this Privacy Policy. We may wish to contact You from time to time by telephone, e-mail or post about other products and services that may be of interest to You. If at any time You do not wish to receive this information then please write to Endsleigh's

Group Data Protection Officer at: Endsleigh Insurance Services Limited, Shurdington Road, Cheltenham, Glos GL51 4UE. Under the Act, as a data subject, You are granted certain rights. If You would like to know what information We hold about You, You can write to Us as above. We may charge You a statutory administration fee to comply with Your request.

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

Endsleigh will share the personal details You provide with AXA Insurance UK plc, a member of the AXA Group.

To administer Your policy AXA will hold and use information about You supplied by You (and by medical providers).

AXA may send it in confidence for processing to other companies in the AXA Group (or companies acting on AXA's instructions) including those located outside the European Economic Area. Applications for further information should be addressed to the Data Protection Officer at AXA Insurance UK plc, 5 Old Broad Street, London, EC2N 1AD.

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

A Member of the  Zurich Insurance Group