

Annual Travel Insurance

Important Telephone Numbers

Travel Team 01892 504 444

Weekdays: 8am - 8pm, Saturdays: 9am - 1pm

Our travel insurance specialists are available to help with any matters relating to your plan – including amendments and upgrades to your cover, change of address. To add family members to the plan please speak to your scheme administrator.

Travel Claims Helpline

0345 602 0303

Weekdays: 9am - 5pm

To make a claim, please ensure you telephone our Travel Claims Helpline within 31 days of returning home to the UK. (For more information see page 16)

International Emergency Medical Assistance

+44 (0) 1892 513 999

Open 24 hours a day, 365 days a year

You have the reassurance of knowing that worldwide medical advice and help in an emergency is just a phone call away. (For more information see page 16)

Health at Hand's travel clinic

0800 003 004 free from a UK landline

+44 (0) 1892 772 578 if calling from abroad

Lines are open 24 hours a day, 365 days a year

Call us for answers to a wide range of travel issues – everything from visas and vaccination requirements to climate and foreign currency regulations.

Our Health at Hand team can even give you support while you're abroad.

We may record and/or monitor calls for quality assurance, training and as a record of our conversation.

We are committed to giving customers access to our products. To contact us by Relay UK on any of the numbers listed in this handbook just prefix the number listed with 18001. For example, our Travel team can be contacted by Relay UK on 18001 0800 504444.

If you would like to receive this handbook or any other of our literature in a large print, audio (CD or tape) or Braille format, please contact us.

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Travel Insurance – Useful Information

Claims Notification

To make a claim please call 0345 602 0303. Lines are open Weekdays 9am – 5pm.

For medical assistance and repatriation claims please call +44 (0)1892 513 999. Open 24 hours a day, 365 days a year.

Making yourself heard

Any complaint you may have should in the first instance be addressed to the relevant helpline as outlined within this handbook.

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 'Complaints procedure' section.

Financial Services Compensation Scheme (FSCS)

We 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 (**fscs.org.uk**) or call them on 0207 741 4100.

Cancellation

As the plan is part of a group membership that has been arranged by your employer you are not able to cancel it.

About your plan wording

If **you** have any queries about **your** cover, **you** can call **us** on the number listed in the 'Important telephone numbers' section.

We want you to get the most from the plan and to do this you should:

- read this handbook wording and make sure you are covered for the sort of losses/ incidents you
 think might happen
- make sure that you understand the exclusions and conditions which apply to the plan because if
 you do not meet these conditions it may affect any claim you make.

Your fitness to travel

Please consult **your** doctor in the week before **you** travel if **you** have any doubts about whether **you** are medically fit to undertake a **trip**. There is no cover under Section 1 Cancellation or cutting short a trip and Section 2 Medical emergency and repatriation expenses if **you** are not medically fit to travel.

If the insured member is terminally ill (by which we mean has a life expectancy of below one year at the start of the **trip**) **we** will not pay claims under Section 1 Cancellation or cutting short a trip and Section 2 Medical emergency and repatriation expenses, caused directly or indirectly by that terminal illness.

Remember, no plan covers everything. We do not cover certain things such as, but not limited to:

- losses that we do not state are specifically covered
- circumstances known to you before you booked your trip which could reasonably have been
 expected to lead to a claim
- the intention of this plan is to cover the entire trip. The plan will need to cover the date that your trip begins until the date you return to the UK inclusive
- any **trip** that has already begun before **your** cover under this plan started
- losses which occur outside of a valid trip (with the exception of Section 1 Cancelling or cutting short a trip, see the definition of Insurance period for full details).

The things which are not covered by the plan are stated:

- in the 'General exclusions applying to the plan'
- under 'What is not covered' in each section of cover.

If we do not state that something is covered, you should assume that it is not covered.

Leaving the scheme and want to continue your cover?

If **you** are leaving **your** employment or **your** membership of the legal entity is ending, **you** should notify **your** scheme administrator and/or us, as **you** will no longer be eligible for cover. There is the option to continue the plan by transferring to a personal plan with our underwriter AXA PPP healthcare Limited.

We recommend that **you** contact **your** scheme administrator to confirm if any special continuation arrangements are in place or contact us as soon as **you** know **you** will be leaving **your company** scheme on 01892 504 444. We may try to get in touch with **you** as soon as we know **you** are leaving **your company** to let **you** know more about **your** options. Should **you** wish to review **your** options with AXA Health **you** won't need to fill in any forms, everything can be arranged on the phone.

Introduction

This handbook sets out the terms of the plan. The plan is provided to **your** employer or the organisation **you** are a member of who has chosen this plan to provide cover for its members or employees.

We refer to the policyholder as 'company' throughout this handbook.

Lead members are entitled to the benefits as set out within this handbook subject to receipt of premiums from the **company**.

As the **company agreement** is with the **company you** do not have the right to cancel it.

If **you** have any questions about the renewal of the plan or want to make any changes such as adding a family member please, contact **your** scheme administrator.

This handbook contains details of what is covered, what is not covered and the terms and conditions for each **insured person** and is the basis on which all claims will be settled.

It is confirmed by the issue of the membership statement which should be read in conjunction with this handbook.

It is **your** responsibility to ensure that the premium for this plan is paid for the year. (This is particularly important as **your** employer pays for the plan. **You** must check with **your** employer that all payments are up to date). The membership statement is part of the plan.

When taking out, renewing, or making changes to this plan, **you** must take reasonable care to provide accurate and complete answers to all questions.

We may ask **you** to provide further information and/or documentation to ensure that the information **you** provided when taking out, making changes to, or renewing the plan was accurate and complete.

If **you** need to make any changes to the details contained in **your** membership statement, **you** should contact **your** scheme administrator soon as possible.

Words with special meanings

Throughout this handbook, certain words are shown in **bold type**. These words have special meanings which are listed below.

Section 6 Personal accident have unique 'Words with special meanings' which can be found at the beginning of the section.

Accident(s)/Accidental

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

Baggage

Any item(s) which belong to **you** which are worn, used or carried by **you** during a **trip** (but excluding **valuables**, **ski equipment** and **personal money** and **important documents**).

Catastrophe

Means:

- fire
- flood
- earthquake
- explosion
- volcanic eruption and/or volcanic ash clouds
- tsunami
- landslide
- avalanche
- hurricane
- storm
- civil commotion and/or civil unrest not assuming the proportions of or amounting to an uprising
- an outbreak of food poisoning or an infectious disease

meaning **you** cannot use **your** booked accommodation.

Close relative

Your mother, father, sister, brother, fiancé(e), wife, husband, civil partner, domestic partner, daughter, son, grandparent, grandchild, parent-in-law, son-in-law, daughter-in-law, step parent, step child, step sibling, aunt, uncle, niece, nephew, next of kin or guardian.

Colleague

An associate in the same employment as **you** in the **UK**, whose absence from work necessitates **your** stay in or return to the **UK**.

Company

The **company** or legal entity who hold the group insurance policy with AXA PPP healthcare Limited that the plan is part of.

Company agreement

The contract we have with the company for the group insurance policy. This agreement sets out who can be covered, when cover begins, how it is renewed, and how the premiums are paid.

Cruise

A **trip** involving a sea or river voyage of two nights or more, where transport and accommodation is primarily on an ocean/river going passenger ship, liner or cruiser.

Cut short/Cutting short

Fither:

- a) you cutting short the trip after you leave your home by direct early return to your home.
- b) you attending a hospital after you leave your home as an in-patient or being confined to your
 accommodation due to compulsory quarantine on the orders of a medical practitioner, in either
 case for more than 72 hours.

Claims will be calculated on the number of nights of **your trip you** missed due to **your** early return or the number of nights which **you** were hospitalised, quarantined or confined to **your** accommodation.

Claims under part b), above, will only be paid for the ill/injured/quarantined/confined **insured person**, but where the Emergency Medical Assistance Service agree for another **insured person** (including any children travelling with them) to stay with **you**, **we** will also pay for that **insured person's** proportion only of any unused travel and accommodation costs and expenses they have not used by remaining with **you**.

Europe

The following countries: Albania, Andorra, Austria, Azores, the Balearics, Belarus, Belgium, Bosnia-Herzegovina, Bulgaria, Canary Islands, Corsica, Croatia, Republic of Cyprus (including Akrotiri and Dhekelia SBAs), Czech Republic, Denmark, Estonia, Faroe Islands, Finland, France, Georgia, Germany, Gibraltar, Greece, Hungary, Iceland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, FYR Macedonia, Madeira, Malta, Moldova, Monaco, Morocco, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, Russia (west of Urals), San Marino, Sardinia, Serbia and Montenegro, Sicily, Slovak Republic, Slovenia, Spain, Spitzbergen, Sweden, Switzerland, Tunisia, Turkey, Turkish Republic of Northern Cyprus, Ukraine, Vatican City State.

Excess

The amount **you** pay per person per incident but is limited to two excess amounts if more than one **insured person** is claiming, per **trip**.

Home

Your home address listed on your schedule.

Home area

For residents of the **UK** excluding Channel Islands and Isle of Man **your home area** means the **UK** excluding the Channel Islands and Isle of Man. For residents of the Channel Islands and the Isle of Man, **your home area** means either the particular Channel Island on which **you** live or the Isle of Man depending on where **your home** is.

Important documents

Passport, travel tickets, visas, travel permits, bio-metric card and driving licence.

Insurance period

Cover is provided for the 12 month period as stated in the membership statement. During this period, any **trip** not exceeding the maximum nights shown in **your** membership statement is covered. Section 1 – Cancelling or cutting short a trip cover will start date of **your** membership statement or the time of booking any **trip** (whichever is the later date).

Cover for all other sections applies for the length of each **trip**. The **insurance period** is automatically extended in the event that **your** return to **your home area** is unavoidably delayed due to an event covered by this plan.

Insured Person/You/Your

Each person travelling on a **trip** who is named on the membership statement.

Lead member

The first person named on the plan membership statement.

Medical condition

Any disease, illness or injury.

Medical practitioner

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.

Personal money

Travellers' and other cheques, event and entertainment tickets and pre-paid vouchers.

Pre-paid charges

Charges **you** have paid before **you** travel, or are contracted to pay for, including but not limited to the following: car hire, car parking, airport accommodation, airport lounge access, kennel and cattery fees, excursions and green fees.

- Ski school fees, lift passes and hired ski equipment.
- Costs associated with a sport or activity will only be covered providing the plan covers you for that sport or activity.

Public transport

Train, tram, bus, coach, ferry service or airline flight operating to a published timetable, and prebooked taxis.

Redundant/Redundancy

Being made unemployed through the loss of permanent paid employment (except voluntary redundancy) and at the time of booking the trip or the plan **you**, or **your travelling companion** had no reason to suspect that **you** would be made redundant.

Ski equipment

Skis (including bindings), ski boots, ski poles and snow boards.

Ski pack

Ski school fees, lift passes and hired ski equipment.

Terrorist action

The actual or threatened use of force or violence against persons or property, or commission of an act dangerous to human life or property, or commission of an act that interferes with or disrupts an electronic or communications system, undertaken by any person or group, whether or not acting on behalf of or in connection with any organisation, government, power, authority or military force, when any of the following applies:

- (a) the apparent intent or effect is to intimidate or coerce a government or business, or to disrupt any segment of the economy;
- (b) the apparent intent or effect is to cause alarm, fright, fear of danger or apprehension of public safety in one or more distinct segments of the general public, or to intimidate or coerce one or more such segments;
- (c) the reasonably apparent intent or effect is to further political, ideological, religious or cultural objectives, or to express support for (or opposition to) a philosophy, ideology, religion or culture.

Travelling companion

Any person with whom **you** are travelling/staying or have arranged to travel/stay with. This person does not have to be insured by the plan.

Trip(s)

The period of time spent away from your home on pre-booked business or leisure travel.

The maximum duration of any one **trip** is:

Standard European Cover 25 days

Comprehensive Worldwide Cover 65 days

Luxury Worldwide Cover 95 days

If any **trip** exceeds **your** maximum number of nights there is no cover under this plan for any of **your trip**.

Trips outside of the **UK** must start and end in **your home area**.

The plan is valid for travel within **your home area** where **you** have at least 2 nights planned with either:

- pre-booked accommodation or
- pre-booked transport at least 50 miles from your home.

United Kingdom (UK)

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

Unattended

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

Valuables

Means the below list (including any associated equipment):

- jewellery
- watches
- GPS/fitness trackers
- cameras
- camcorders
- satellite navigation systems
- drones
- telecommunications equipment (including mobile phones)
- other electronic entertainment devices (including but not limited to laptops, iPods, iPads, Kindles MP3 or 4 players, handheld games consoles, tablets, e-readers, and headphones).

We/Us/Our

AXA PPP healthcare Limited trading as AXA Health, who is the insurance company who underwrites this product.

You/Your/Yourself

See the definition of **insured person**.

About the insurance contract

Plan

Where **we** use plan, we mean the travel insurance contract between **your company** and **us**. Its full terms consist of the current versions of the following documents as sent to **you** from time to time:

- the company agreement;
- any application form we ask you to fill in;
- these terms and benefits; and
- your membership statement;
- any Statement of Fact we have sent you.

The laws of the **UK** allow both parties to choose the law which will apply to this contract. However this plan will be governed by the law of England and Wales unless **your company** and **we** have agreed otherwise.

The Insurer

This plan is underwritten by AXA PPP healthcare Limited, trading as AXA Health. Registered Office 20 Gracechurch Street, London EC3V 0BG. Registered in England and Wales No. 3148119

AXA PPP healthcare Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. **Our** register number is 202947. **You** can check this on the Financial Services Register by visiting **fca.org.uk**

Financial Services Compensation Scheme (FSCS)

AXA PPP healthcare Limited are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme in the unlikely event **we** cannot meet **our** obligations to **you**. This depends upon the type of insurance and the circumstances of the claim. Further information about the compensation scheme arrangements is available from the FSCS. Contact them at **www.fscs.org.uk** or call them on 0207 741 4100.

Our part of the insurance contract is as follows

We provide the cover set out in this plan wording.

Cancellation

We reserve the right to cancel the plan by providing 14 days' notice by registered post to **your** last known address on the following grounds:

- (a) if you make a fraudulent claim
- (b) if **you** are or have been engaged in criminal or unlawful activities
- (c) if any plan in **your** name is added to the Insurance Fraud Register
- (d) if **you** use threatening or abusive behaviour or language towards **our** staff or suppliers.

In each case no refund of premium will be made.

Duration

This plan lasts for a period of 12 months.

Renewal

The cover is provided under an agreement with **your company** who selects the level of benefits included.

If a **trip** crosses a renewal date, it is **your** responsibility to ensure that the plan has been renewed. If the plan has not renewed, all cover under this plan will automatically be cancelled at the end of the day preceding the renewal date.

This plan is for one year. Before the end of any year, provided the plan **you** are on is still available, **we** can renew it on the terms and conditions applicable at that time, which **we** shall notify to **you**. **You** will be bound by those terms.

Cancellation period

As the plan is part of a group membership that has been arranged by **your** employer **you** are not able to cancel it.

Conditions which apply to the plan

These are some of the conditions **you** must keep to as **your** part of the contract. The others are shown in the 'Exclusions and conditions' section. If **you** do not keep to these conditions, **we** may decline **your** claim.

You must prevent loss, theft or damage

All persons covered by the plan must take reasonable steps to prevent loss, theft or damage to everything covered under the plan.

You should not put yourself at needless risk (except in an attempt to save human life).

Failure to take reasonable steps to prevent loss, theft or damage will result in a deduction from any claim payment or may result in **your** claim being declined in full.

Trip length and overseas limits

(a) Maximum time limit for cover overseas

This plan is for one year and allows the following maximum total days to be spent overseas during any insured period, subject to the provisions applying to a single **trip** set out in (b):

Standard European Cover 65 days

Comprehensive Worldwide Cover 180 days

Luxury Worldwide Cover180 days

(b) Maximum length of a **trip**

There will be no benefit for any single **trip** which lasts, or which was planned or expected to last, more than the maximum number of days shown below, even if the **trip** crosses a renewal date:

Standard European Cover 25 days

Comprehensive Worldwide Cover 65 days

Luxury Worldwide Cover 95 days

(c) Winter sports cover

The cover in (a) above includes cover for any holiday or business **trip** at a winter sports resort up to a maximum total number of days in any insured period as follows:

Standard European Cover 17 days

Comprehensive Worldwide Cover 17 days

Luxury Worldwide Cover 21 days

Your company may extend the plan to cover insured members for any single overseas **trip** up to a maximum of 180 days by purchasing Luxury Travel Service cover with the 'Extended **trip** upgrade'.

If they do this, the maximum time limit for cover overseas set out in (a) and for winter sports cover in (c) will still apply.

Once taken out, cover provided by the Extended trip upgrade will be renewed with the plan, unless the **company** tells us not to. If **you** do not wish to renew the Extended trip upgrade, **you** must notify us in advance of renewal.

Except as provided specifically by "Automatic Extension" (see the Important condition relating to your plan section), there is no cover under the plan for any single **trip** which lasts, or which was planned or expected to last, more than the relevant number of days shown.

You can use your cover all year round.

- You are covered for up to a maximum of 180 days overseas, depending on your level of cover.
- We don't restrict the number of times you travel in a year. We only limit the length of each single trip, up to a maximum of 95 days depending on your level of cover.

Free cover in a winter sports resort (including on piste activities) – **you** can enjoy time in a winter sports resort for 17 days if **you** have the Standard European or Comprehensive Worldwide level of cover or 21 days if **you** have the Luxury level of cover. The 17 or 21 day limit applies to any holiday taken at a winter sports resort even if no winter sports activities are undertaken. Adventure Sports upgrade is available for other pursuits including off piste activities.

Adventure Sports and Activities

Your plan covers **you** for most sports and activities when **you** take part in these on a recreational and non-professional basis during **your trip**.

There are some sports and activities that are never covered. These are:

- Base jumping;
- Cliff diving;
- Flying in an unlicensed aircraft or as a learner;
- Free climbing;
- Martial arts;
- Mountaineering without ropes;
- Mountaineering or trekking over a height of 5,000 metres;
- Scuba diving to a depth of more than 30 metres.

If **you** wish to upgrade your cover to include one of the specific lists of sports or activities listed below, **you** can purchase our Adventure Sports upgrade.

- Bungee jumping;
- · Canyoning;
- · Gliding, hang-gliding or paragliding;
- Microlighting;
- Parachuting or skydiving;
- Scuba diving to a depth of between 10 and 30 metres;
- Skiing off piste or any other winter sports activity carried out off piste;
- Trekking up to a height of between 2,500 and 5,000 metres.

Involvement in any sport or activity either that **we** cover at no additional charge or through our Adventure Sports upgrade, is subject to **you** following the local laws and regulations and the use of any recommended safety equipment.

If you are unsure if a sport or activity is covered under your plan please call us on 01892 504444.

Important conditions relating to the plan

- The maximum duration of any one trip is shown in the 'Trip length and overseas limits' section. If
 any trip exceeds the maximum nights shown in 'Trip length and overseas limits' there is no cover
 under this plan for any of your trip.
- Your plan automatically extends to provide cover if you are unable to return home by the end of
 the insurance period due to the death, injury or illness of you or a public transport delay which
 is covered under the plan.
- Your plan is valid for travel within your home area where you have at least two nights prebooked accommodation or pre-booked transport at least 50 miles from your home, or travelling abroad where the **trip** starts and finishes in your home area.
- Your plan covers only persons permanently resident in the UK.
- Claims will only be considered if the cause of the claim falls within the insurance period.

Making a claim

Emergency Medical assistance and/or repatriation claims

+44 (0)1892 513 999

From anywhere in the world, 24 hours a day, 365 days a year

Travel claims helpline 0345 602 0303

Weekdays: 9am - 5pm

Travel team – for queries and amendments to your plan 01892 504 444

Weekdays: 8am - 8pm, Saturdays: 9am - 1pm

How to make a claim for any of the following:

For all claims follow these steps:

- Find the relevant section listed below and ensure that you have all the claims evidence we
 require. All claims evidence must be supplied at your own expense.
- 2. Telephone the relevant helpline as soon as reasonably possible.
- If your medical treatment does not require an admission to hospital, you will need to pay for your treatment and claim this back on return to the UK.

Please remember to keep copies of all correspondence **you** send to **us** for **your** future reference. In all claims **you** must provide details of any household, travel or other insurance under which **you** could also claim.

Claims

Claims evidence will be at your own expense.

Section 1 - Cancelling or cutting short a trip

To make a claim under this section of the plan where relevant **you** must provide **us** with:

- Tour operator's booking invoice or other evidence of **your trip**.
- Tour operator's cancellation invoice or unused flight tickets.
- Written confirmation that no refund is available in respect of privately booked accommodation and evidence of payment for that accommodation.
- Information from your GP (if this is requested you may need to sign a release form with your surgery to obtain this).
- Confirmation from a medical practitioner that you or your travelling companion are not fit to travel.
- Confirmation from the Clerk of the Courts office that you or your husband, wife, civil partner or
 partner are required for Jury Service or as a witness in a court of law.
- Confirmation from your employer/your travelling companion's employer of redundancy and period of employment or leave cancelled.
- A letter from **your** tour operator's representative, hotel or accommodation provider where appropriate.
- Confirmation of the delay to public transport from the company involved.
- Original Police report including crime reference number or incident report, obtained within 24 hours of the incident or as soon as possible after that.
- Confirmation from a relevant authority that you have been instructed to stay at/return home.
- A copy of a death certificate.

Section 2 – Medical emergency and repatriation expenses

If anyone covered by this plan is admitted to hospital whilst abroad, it is very important to ensure that:

- someone contacts us within 24 hours; and
- any medical expenses over £1,000 are authorised as soon as possible.

We understand that contacting **us** within 24 hours could be difficult. If **you** are travelling alone and cannot make a call to **us** yourself, please ask a representative from the hospital to call **us** with **your** details as soon as possible. **We** can then offer any useful information and translation requirements to the hospital and **you** can concentrate on getting better.

If **your** medical treatment does not require an admission to hospital, **you** will need to pay for **your** treatment and claim this back on return to the **UK**.

Please note:

To make a claim **you** will need proof of travel. For example, the following types of document:

the booking invoice or airline ticket (as well as all original receipts)

- · medical report certificates; and
- other relevant documents.

The plan will not cover the cost of returning **home** if **you**, or someone else covered by this plan, decide to **cut short your trip** and return **home** for medical treatment or for an operation that doesn't involve an emergency admission to hospital.

Section 3 - Disruption or delay to travel plans

To make a claim under this section of the plan where relevant **you** must provide **us** with:

- Tour operator's booking invoice or other evidence of **your trip**.
- Tour operator's cancellation invoice or unused flight tickets.
- Confirmation from the carrier of the reason and duration of **your** delay.
- Confirmation from a garage/motoring organisation that breakdown assistance was provided.
- Evidence of service history and/or MOT history for your vehicle.
- Confirmation of the delay to **public transport** from the company involved.
- Confirmation from the Police (if involved) of the circumstances giving rise to the claim.
- Written confirmation that no refund is available in respect of privately booked accommodation and evidence of payment for that accommodation.

Section 4 – Personal belongings and money

To make a claim under this section of the plan where relevant **you** must provide **us** with:

- Courier's report/Property Irregularity Report (PIR) from the carrier.
- A Police report including crime reference number or incident report, from the local police in the country where the incident occurred for all loss, theft or attempted theft.
- Proof of purchase (e.g. original receipts, valuations issued prior to the loss, cash withdrawal slips and credit/debit card statements etc.).
- Written estimate for the cost of repair or written confirmation that the item is damaged beyond repair, where appropriate.
- Household Contents policy details.
- All travel tickets and tags for submission.
- A letter from the carrier confirming the number of hours your baggage was delayed for.

Section 5 – Legal and liability

Section 5a – Legal expenses and assistance

To make a claim under this section of the plan where relevant you must provide us with:

- Relevant documentation and evidence to support **your** claim, including photographic evidence.
- Details of any travel or other insurance under which you could also claim.

To make a claim for Legal Expenses please call 0345 602 0303

Section 5b - Personal liability

To make a claim under this section of the plan where relevant you must provide us with:

- Tour operator's booking invoice or other evidence of **your trip**.
- Any claim form, summons, or other legal document as soon as **you** receive them.
- Any reasonable information or help **we** need to deal with the case and **your** claim.

Section 6 - Personal accident

To make a claim under this section of the plan where relevant you must provide us with:

- Tour operator's booking invoice or other evidence of **your trip**.
- Detailed medical report from your consultant.
- Confirmation of executor or administrator of the estate.
- Grant of Representation (in England and Wales)/Grant of Probate (in Northern Ireland)/Confirmation (in Scotland).
- A copy of a death certificate.

Section 7 – Winter Sports

To make a claim under this section of the plan, where relevant **you** must provide **us** with:

- Tour operator's booking invoice or other evidence of **your trip**.
- Tour operator's cancellation invoice or unused flight tickets.
- 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 (PIR) from the airline or a letter from the carrier where loss, theft or damage occurred in their custody.
- All travel tickets and tags for submission.
- Proof of ownership such as an original receipt, valuation or bank or credit card statements, for items lost, stolen or damaged.
- Repair report.

Table of Benefits

Travel benefits	Standard European Cover	Comprehensive Worldwide Cover	Luxury Worldwide Cover	Section
Cancellation or cutting short a trip	£3,000	£5,000	£7,500	Section 1
Missed departure	£500	£1,000	£2,000	Section 3
Delayed arrival* for every 12 hours up to a maximum of:	£25 £100	£50 £200	£75 £300	Section 3
Extended delay	Nil	£2,000	£3,000	Section 3
Travel disruption	£1,000	£3,000	£5,000	Section 3
Catastrophe cover	Nil	£300	£500	Section 3
Personal baggage single item limit up to a maximum of:	£250 £1,500	£350 £1,500	£500 £2500	Section 3
Delayed baggage* (more than 12 hours).	£100	£150	£200	Section 4
Personal money cash limit up to:	£400 £150	£500 £250	£600 £350	Section 4
Loss of passport	£250	£250	£350	Section 4
Legal expenses*	£15,000	£25,000	£35,000	Section 5
Personal liability*	£1,000,000	£2,000,000	£2,000,000	Section 5
Personal accident*	£15,000	£30,000	£30,000	Section 6

All benefits are subject to an **excess** of £50 except those marked with an asterisk (*).

Where a claim is made for the same incident only one **excess** will apply, per **trip**.

Excess does not apply to any benefit under the medical benefits section.

Medical benefits	Standard European Cover	Comprehensive Worldwide Cover	Luxury Worldwide Cover	Section
Medical and additional expenses	£2,000,000	£5,000,000	£10,000,000	Section 2
Emergency dental treatment	Nil	£750	£1,500	Section 2
Repatriation of mortal remains to the UK.	Covered	Covered	Covered	Section 2
Local burial/cremation	£2,000	£2,000	£2,000	Section 2

Emergency medical repatriation and evacuation	Covered	Covered	Covered	Section 2
Cruise ship evacuation	£25,000	£25,000	£25,000	Section 2
Extra overseas transport and/or accommodation for you in the event of sickness or bodily injury	Covered	Covered	Covered	Section 2
Extra overseas transport and/or accommodation for someone to remain with you or travel from the UK to you	£1,000	£5,000	£7,500	Section 2
Replacement of prescription medication.	Nil	£300	£500	Section 2

Excess does not apply to any benefit under the Winter Sports section.

Winter sports	Standard European Cover	Comprehensive Worldwide Cover	Luxury Worldwide Cover	Section
Piste closure Compensation daily up to 10 days)	Up to £200 £20	Up to £200 £20	Up to £200 £20	Section 7
Delay due to avalanche (more than 12 hours)	Up to £100	Up to £100	Up to £100	Section 7
Ski hire total Daily limit	£200 Up to £20	£200 Up to £20	£200 Up to £20	Section 7
Loss of Ski Pass	Up to £500	Up to £500	Up to £500	Section 7
Physiotherapy on return to UK	£300	£300	£300	Section 7
Session limit	£50	£50	£50	

Exclusions and conditions

These conditions apply throughout the plan. **You** must comply with them to have the full protection of the plan.

If **you** do not comply with them, **we** may take one or more of the following actions:

- cancel **your** plan
- declare **your** plan void (treating **your** plan as if it never existed)
- change the terms and/or premium of **your** plan
- refuse to deal with all or part of any relevant claim or reduce the amount of any relevant claim payment.
- 1. Providing accurate and complete information

When taking out, renewing or making changes to this plan, **you** must take reasonable care to provide accurate and complete answers to all questions. **We** may ask **you** to provide further information and/or documentation to ensure that the information **you** provided when taking out, making changes to or renewing the plan was accurate and complete. Failure to do this may impact or invalidate any claim **you** make.

2. Changes in your circumstances

You must tell **us** as soon as reasonably possible if **your** circumstances change or if any of the information shown in **your** membership statement changes during the **insurance period**.

- 3. We may not pay your claim if you do not:
 - Take all possible care to safeguard against accident, injury, loss, damage or theft.
 - Give us full details of any incident which may result in a claim under the plan as soon as is reasonably possible.
 - Pass on to us every claim form, summons, legal process, legal document or other communication in connection with the claim.
 - Provide all information and assistance that we may reasonably require at your expense (including, where necessary, medical certification and details of your household insurance).
 We will only ask for information relevant to your claim.
 - You must not admit liability for any event, or offer to make any payment, without our prior written consent.
- 4. The terms of the plan can only be changed if **we** agree. **We** may require **you** to pay an additional premium before making a change to **your** plan.
- You must start each trip from your home and return to your home in the UK at the end of each trip.
- 6. **You** agree that **we** can:
 - Make the plan void where any claim is proven to be fraudulent.
 - Share information with other insurers to prevent fraudulent claims via a register of claims. A
 list of participants is available on request. Any information you supply on a claim, together
 with information you have supplied at inception of the plan and other information relating

- to a claim, may be provided to the register participants.
- Take over and act in your name in the defence or settlement of any claim made under the plan.
- Take over proceedings in your name but at our expense to recover for our benefit the amount of any payment made under the plan.
- Obtain information from your medical records (with your permission) for the purpose of dealing with any cancellation or medical claims.

No personal information will be disclosed to any third party without **your** prior approval.

- Where you bring a claim against a third party (a "Third Party Claim"), you (or your representatives) must:
 - Include all amounts paid by us for treatment relating to your Third Party Claim (our "Outlay") against the third party;
 - Include interest on **our** Outlay at 8% pa;
 - Keep us fully informed on the progress of your Third Party Claim and any action against the third party or any pre-action matters;
 - Agree any proposed reduction to our Outlay and interest with us prior to settlement. If no such agreement has been sought we retain the right to recover 100% of our Outlay and interest directly from you;
 - Repay any recovery of our Outlay and interest from the third party direct to us within 21 days of settlement;
 - Provide us with details of any settlement in full.
- 8. In the event **you** recover **our** Outlay and interest and do not repay **us** this recovered amount in full **we** will be entitled to recover from **you** what **you** owe **us** and **your** plan may be cancelled in accordance with 'What happens if **you** break the terms of **your** plan'.
 - Even if **you** decide not to make a claim against a third party for the recovery of damages **we** retain the right (at **our** own expense) to make a claim in **your** name against the third party for **our** Outlay and interest. **You** must co-operate with all reasonable requests in this respect.
 - The rights and remedies in this clause are in addition to and not instead of rights or remedies provided by law.
 - If you have any questions please call 0800 048 1206 and ask for the Third Party Recovery team.
- 9. **We** will not pay **you** more than the amounts shown in the Table of Benefits, these are subject to per person and per **trip** limits.
- 10. **You** agree that **we** only have to pay a proportionate amount of any claim where there is another insurance policy in force covering the same risk. **You** must give **us** details of such other insurance.
- 11. **We** will not provide cover, be liable to pay any claim or provide any benefit where doing so would expose **us** to:
 - any sanctions, prohibitions or restrictions under United Nations resolutions; or
 - the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, or United States of America.

General exclusions applying to your plan

The plan does not cover you for any claim directly or indirectly resulting from any of the following:

- Any claims where you were not fit to undertake your trip or incidents you were aware of when booking your trip.
- 2. Your failure to obtain any recommended vaccines, inoculations or medications prior to your trip.
- 3. **Your** inability to travel due to **your** failure to hold, obtain or produce valid **important documents** in time for the booked **trip**.
- 4. Events which are caused by any of the following which were already taking place at the beginning of any **trip** or prior booking **your trip:**
 - war
 - invasion
 - acts of foreign enemies
 - hostilities or
 - warlike operations (whether war is declared or not)
 - civil war
 - rebellion
 - terrorist action
 - revolution
 - insurrection
 - civil commotion
 - civil unrest assuming the proportions of or amounting to an uprising, military or usurped power
 - nuclear, chemical or biological attack
- 5. Your travel to a country, specific area or event when the Travel Advice Unit of the Foreign, Commonwealth & Development Office (FCDO) or regulatory authority in a country to/from which you are travelling has advised against all travel (cover will be excluded under all sections other than claims arising from new FCDO advice resulting in you not being able to travel or cutting short the trip before completion, as provided for under Section 1 Cancelling or cutting short a trip). For example, if you book a trip to an area the FCDO has advised against all travel and that advice was in place when you booked and you have to claim, no cover will be in place.
- 6. Confiscation or destruction of property by any Customs, Government or other Authority of any country.
- 7. Injuries from playing professional sport or from engaging in sports or activities which are not covered on the plan (please see Adventure Sports and Activities). Professional sport means engaging in, or training for, any sport for which **you** receive a salary or monetary reimbursement, including grants or sponsorship (unless **you** receive travel costs only).

- 8. **Your** wilfully self-inflicted injury or illness, suicide or attempted suicide.
- 9. **You** are not covered for any claim arising directly or indirectly from:
 - Your consumption of alcohol, drugs and/or solvents impairing your physical ability and/or judgement.
 - You abusing alcohol, drugs and/or solvents.
 - You suffering from the symptoms of or illness due to alcohol, drug and/or solvent dependence and/or withdrawal.
- 10. You putting yourself at needless risk (except in an attempt to save human life).
- 11. Your own unlawful action or any criminal proceedings against you.
- 12. The maximum duration of any one trip is shown in your membership statement. If any trip exceeds the maximum number of nights, there is no cover under this plan for any of your trip. The plan automatically extends to provide cover if you are unable to return home by the end of the insurance period due to the death, injury or illness of you or a public transport delay which is covered under the plan.
- Your work involving manual work, electrical and construction work or use of power tools or machinery.
- 14. **Your** manual work involving the lifting or carrying of heavy items in excess of 25 kgs, use of power tools or machinery, work involving the use of scaffolding or ladders, working at a height above 6 metres, any electrical or construction work or any form of work underground.
- 15. Any other loss, damage or additional expense following on from the event for which **you** are claiming, unless **we** provide cover under this insurance, this includes any claim for loss of enjoyment for any **trip**. Examples of such loss, damage or additional expense would be the cost of replacing locks after losing keys, costs incurred in preparing a claim, loss of earnings following injury, illness or disease or not enjoying **your trip** due to poor weather.
- 16. Any amount recoverable from any other source.
- 17. **You** gaining access to controlled or restricted areas and/or the unauthorised use of swimming pools outside of the specified opening times. When travelling **you** must adhere to the guidelines issued for controlled areas, swimming pools etc.
- 18. **You** climbing on or jumping from a vehicle, building, bridge, scaffolding, balcony or climbing or moving from any part of any building to another (apart from stairs, ramps or walkways) and falling, regardless of the height, unless **your** life is in danger or **you** are attempting to save human life.
- 19. Any claim where **you** are not wearing a helmet whilst on a motorcycle, moped, scooter, Segway or bicycle.
- 20. Any claim where **you** are not wearing a seatbelt when travelling in a motor vehicle, where a seatbelt is available.

- 21. Any person not insured or named on this plan. This plan is not intended to cover any costs which relate to anybody not insured on this plan; with this in mind please ensure that all persons travelling have sufficient insurance to cover their needs. This applies even where **you** have paid for the additional costs for example, if **you** have paid for another person's travel or accommodation costs. The only exception to this is if cover is agreed for someone to remain with **you** in the event of an illness or injury and the Medical Assistance team agree for another person to remain with **you**.
- 22. Any virtual currency including but not limited to crypto-currency, including fluctuations in value.

Section 1 – Cancelling or cutting short a trip

Introduction

The purpose of this section is to help **you** if **you** have to cancel or **cut short your trip** as a result of one of the reasons listed below under the heading of 'What is covered'. However, under certain circumstances, **your** tour operator or transport provider may be responsible for refunding **your** costs. If the loss **you** have suffered is covered by the compensation scheme of **your** tour operator or transport provider, **we** will not provide cover for it under this plan. **You** may also be covered by **your** credit/debit card provider under the Consumer Credit Act if the services **you** have paid for are not provided as agreed e.g. if a company becomes insolvent.

For further information on the cover provided by **your** tour operator, **your** airline or **your** credit card provider please contact them directly.

European Union (EU) Regulation

European Union (EU) Regulation establishes the minimum rights for air passengers to ensure they are treated fairly, and **you** may be entitled to compensation from **your** airline in the event of one of the following:

- 1. Denied Boarding Have **you** been denied boarding because the airline did not have enough seats on the flight?
- 2. Cancelled Flight Has your flight been cancelled?
- 3. Long Delays Has **your** flight been delayed for three hours or more?
- 4. **Baggage** Has **your** checked-in **baggage** been damaged, delayed or lost?
- 5. Injury and Death by **Accident(s)** Have **you** been injured during **your** flight?
- 6. Package Holidays Did you get what you booked?

For full details of your entitlements, visit http://ec.europa.eu/transport/themes/passengers/air/

What is covered

We will pay you up to the amount shown in the Table of Benefits for your proportion only of your irrecoverable unused travel and accommodation costs and other pre-paid charges if you have to cancel or cut short your trip following any of the reasons which are shown in the table below.

Cover to cancel or cut short your trip for the following events:	Standard European Cover	Comprehensive Worldwide Cover	Luxury Worldwide Cover
The death, injury due to an accident , illness, disease of you , your travel companion , your close relative or your colleague	√	√	✓
You or your travel companion being called as a witness at a Court of Law, for jury service or the	✓	√	√

Police or other authorities requesting you to stay at or return home			
You or your travel companion being made redundant	√	√	√
You or your travel companion have leave withdrawn and are a member of the Armed Forces (including reserves and territorial), Emergency Services, medical or nursing professions (in the public sector) or Senior employees of the Government	√	√	√
The Travel Advice Unit of the Foreign, Commonwealth & Development Office (FCDO) or other regulatory authority in a country in which you are travelling advising against all travel or all but essential travel to the area you are travelling to/in (but not including where advice is issued due to a pandemic) providing the advice came into force after your cover under this plan started or you booked the trip (whichever is the later) and was within 21 days of your departure date.		~	~
Insolvency of the accommodation providers or their booking agents or catastrophe	√	√	√
Theft of your passport and/or visa within the 72 hours before your scheduled time of departure if you are due to travel outside your home area or during your trip meaning you are unable to continue your trip		<u> </u>	-

Cover to cancel your trip only for the following events:	Standard European Cover	Comprehensive Worldwide Cover	Luxury Worldwide Cover
Failing to arrive at the international departure point in time to board the public transport on which you are booked to travel, and you are unable to arrange alternative public transport which results in you missing 50% or more of your trip , as a result of:	✓	~	>
the failure of other public transport or an accident to or breakdown of the vehicle in which you are travelling or an accident, breakdown or an unexpected traffic incident happening which causes an unexpected delay or adverse weather conditions			

Your public transport provider rearranging your	✓	✓	✓
departure or return within 7 days of your original			
planned departure and the new schedule means you			
missing 50% or more of your trip .			

Special conditions relating to claims

Special conditions are important in the event of a claim. If **you** are unable to show they have been followed this may affect **your** ability to claim.

- You must get the prior approval of the Emergency Medical Assistance Service to confirm it is necessary to return home prior to having to cut short your trip for any of the reasons listed above.
- 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.
- You must provide a written police report as evidence if a claim is made due to theft of your passport and/or visa.

What is not covered

- The excess.
- Any claim where you have been unable to evidence your loss, please refer to the claims evidence section.
- Circumstances known to you before your cover under this plan started or at the time of booking
 any trip which could reasonably have been expected to lead to cancelling or cutting short the
 trip.
- 4. The cost of your unused original tickets where you or we have paid for you to come home following cutting short your trip. In addition if you have not purchased a return ticket, we will deduct the cost of an economy flight (based on the cost on the date you come home) from any costs we have incurred whilst returning you to your home.
- 5. The cost of Air Passenger Duty (APD) at the rate published by HMRC, whether irrecoverable or not.
- Any claim for **redundancy** that is voluntary, including compromise agreement or resignation. **We** will also not cover misconduct or dismissal.
- 7. Costs paid for using any reward scheme (for example Avios or supermarket loyalty points) unless evidence of specific monetary value can be provided.
- 8. Any property maintenance costs, or fees incurred by **you** as part of **your** involvement of a Timeshare or Holiday Property Bond scheme.
- 9. Any cancellation claims relating to loss or theft of your passport or visa if left unattended at any time, unless stored securely in your home. During your trip you will not be covered to cut short your trip due to loss of your passport unless it was deposited in a safe, safety deposit box or left in locked accommodation or carried securely while you travel to or from your destination.

- 10. Any unused or additional costs incurred by **you** which are recoverable from:
- The providers of the accommodation, their booking agents, travel agent or other compensation scheme.
- The providers of the transportation, their booking agents, travel agent, compensation scheme or Air Travel Organisers' Licensing (ATOL).
- Your credit or debit card provider or PayPal.
- 11. Denied boarding due to your anti-social behaviour, drug use, alcohol or solvent abuse or your inability to provide any valid important documents or other documentation required by the public transport operator or their handling agents.
- 12. This plan excludes any costs incurred as a result of pregnancy or childbirth.
- 13. Any claim where you cannot travel or choose not to travel because the Foreign, Commonwealth & Development Office (or any other equivalent government body in another country) advises against travel due to a pandemic.
- 14. Any claim arising from a reason not listed in the 'what is covered' section.
- 15. Anything mentioned in the Exclusions and Conditions Sections which are applicable to all sections of the plan.

Section 2 – Medical emergency and repatriation expenses

Introduction

The purpose of this section is to help **you** if **you** require unforeseen emergency medical treatment whilst on a **trip** outside of **your home area**.

The plan includes access to the International Emergency Medical Assistance Service, which is provided by an international assistance company who act for **us**.

What is covered

We will pay **you** up to the amounts shown in the Table of Benefits for the following expenses which are necessarily incurred during a **trip** as a result of **you** suffering unforeseen injury due to an **accident**, illness, disease and/or compulsory quarantine:

- Emergency medical, surgical, hospital, ambulance and medical fees and charges incurred outside of your home area.
- 2. Emergency dental treatment incurred outside of **your home area** for the immediate relief of pain and/or emergency repairs to dentures or artificial teeth if they are causing pain.
- 3. Costs of telephone calls to and from the Emergency Medical Assistance Service notifying and dealing with the problem of which **you** are able to provide evidence.
- 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 and/or for collection of medication prescribed for **you**.
- 5. If **you** die outside **your home area** the cost of funeral expenses abroad plus the cost of returning **your** ashes or **your** body to **your home.** If **you** die on a **trip** within **your home area** the reasonable additional cost of returning **your** body to **your home**.
- 6. Additional transport and/or accommodation expenses incurred by you, up to the standard of your original booking, if it is medically necessary for you to stay beyond your scheduled return date. This includes additional travel expenses to return you to your home or a suitable hospital nearby if you cannot use the return ticket.
- Additional accommodation and/or transport expenses, when the Emergency Medical Assistance Service agree that a **travelling companion**, friend or **close relative** should either stay with **you** or travel from the **UK** to escort **you home**.
- 8. The cost of replacing essential prescribed drugs or medication, in the event of the extension of the insured member's **trip** for unavoidable reasons (by which we mean the inability to travel for medical reasons or for reasons beyond control where there is no available scheduled public transportation).
- 9. With the prior authorisation of the Emergency Medical 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 Medical Assistance Service agree otherwise. If the Emergency Medical Assistance Service confirm an alternative method of travel is required, this will only apply for the ill or injured **insured person**.

- 10. Emergency medical costs incurred when on a **cruise**, including within **your home area**.
- 11. Up to £25,000 per year towards the costs incurred for your removal from a cruise ship or liner when:
 - you are injured or fall ill suddenly and need emergency in-patient treatment that cannot be provided on board;
 - your evacuation from the cruise ship or liner is carried out by a third party (coastguard, military or similar); and
 - **you** have received an invoice for the cost of the evacuation.

What is not covered

- Any claim where you have been unable to evidence your loss, please refer to the claims evidence section.
- 2. Injuries from playing professional sport or caused by participating in a sport or activity where the plan doesn't cover the sport or activity which **you** are taking part in.
- Pregnancy and childbirth. This section is designed to provide cover for unforeseen events, accidents, illnesses and diseases and pregnancy and childbirth would not constitute an unforeseen event.
- 4. The cost of **your** unused original tickets where **you** or **we** have paid for **you** to come **home** following **cutting short your trip** or had to extend **your trip**.
 - In addition if **you** have not purchased a return ticket, **we** will deduct the cost of an economy flight (based on the cost on the date **you** come **home**) from any costs **we** have incurred whilst returning **you** to **your home**.
- 5. Any claims arising directly or indirectly from:
 - (a) The cost of treatment or surgery, including exploratory tests, which are not related to the injury due to an **accident** or illness which necessitated **your** admittance into hospital.
 - (b) Any expenses which are not usual, reasonable or customary to treat **your** injury due to an **accident**, illness or disease.
 - (c) Any form of treatment or surgery which in the opinion of the Emergency Medical Assistance Service or us (based on information provided by the medical practitioner in attendance), can be delayed reasonably until your return to your home area.
 - (d) Expenses incurred in obtaining, replenishing or replacing medication, which you know you will need at the time of departure or which will have to be continued whilst on your trip.
 Where possible and with the agreement of your medical practitioner, you should always travel with plenty of extra medication in case of travel delays.
 - (e) Additional costs arising from single or private room accommodation.
 - (f) Treatment or services provided by a health spa, convalescent, physiotherapist or nursing home or any rehabilitation centre unless agreed by the Emergency Medical Assistance Service

- (g) Any costs incurred by **you** to visit another person in hospital or costs incurred by others to visit **you** in hospital.
- (h) Any expenses incurred after **you** have returned to **your home area**.
- (i) Any expenses incurred in the **UK**:
 - (i) for private treatment, or
 - (ii) which are funded by, or are recoverable from the Health Authority in your usual country of residence, or
 - (iii) which are funded by a reciprocal health agreement between these countries and/or islands.
- 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.
- (k) Any expenses incurred after the date on which we attempt to move you from one hospital to another and/or arrange for your repatriation, but you decide not to be moved or repatriated.
- (l) Expenses incurred if **you** need to be moved from a ship, oil-rig platform or similar off-shore location
- (m) Any costs for **your** removal from a cruise ship in the following circumstances;
 - (i) If **you** have travelled against medical advice or received a terminal prognosis.
 - (ii) Removal for any **medical condition** which does not prevent **you** from continuing to travel and which does not need immediate emergency in-patient treatment.
 - (iii) Costs incurred when **you** have not received an invoice but have chosen to make a voluntary contribution.
- Anything mentioned in the Exclusions and Conditions Sections which are applicable to all sections of the plan.

Special conditions relating to claims

Special conditions are important in the event of a claim. If **you** are unable to show they have been followed, this may affect **your** ability to claim.

- You must tell the Emergency Medical Assistance Service as soon as possible of any injury due to an accident, illness or disease which requires your admittance to hospital as an in-patient or before any arrangements are made for your repatriation.
- 2. If you suffer injury due to an accident, illness or disease we reserve the right to move you from one hospital to another and/or arrange for your repatriation to the UK at any time during the trip. We will do this, if in the opinion of the Emergency Medical Assistance Service or us (based on information provided by the medical practitioner in attendance), you can be moved safely and/or travel safely to your home area or a suitable hospital nearby to continue treatment.

3. This is not a private medical insurance plan. The intention of this section is to pay for emergency medical/ surgical/dental treatment only and not for treatment or surgery that can be reasonably delayed until **your** return to **your home area**. **Our** decisions regarding the treatment or surgery that **we** will pay for (including repatriation to **your home area**) will be based on this.

If **you** do not accept **our** decisions and do not want to be repatriated, then **we** will not provide any cover under the following sections:

- Section 1 Cancelling or cutting short a trip
- Section 2 Medical emergency and repatriation expenses
- Section 6 Personal accident

We will then refuse to deal with claims from **you** for any further treatment and/or **your** repatriation to **your home area**.

Cover for you under all other sections will continue for the remainder of your trip.

Section 3 – Disruption or delay to travel plans

Introduction

The purpose of this section is to help **you** if **you** experience certain disruptions to **your** travel plans and **you** are left out of pocket. However, under certain circumstances, **your** tour operator or transport provider may be responsible for providing assistance and compensation. If the loss **you** have suffered is covered by the compensation scheme of **your** tour operator or transport provider, **we** will not provide the same cover under this plan. **You** may also be covered by **your** credit/debit card provider under the Consumer Credit Act if the services **you** have paid for are not provided as agreed e.g. if a company becomes insolvent.

For further information on the cover provided by **your** tour operator, airline or credit card provider please contact them directly.

European Union (EU) Regulation

European Union (EU) Regulation establishes the minimum rights for air passengers to ensure they are treated fairly, and **you** may be entitled to compensation from **your** airline in the event of one of the following:

- Denied Boarding Have you been denied boarding because the airline did not have enough seats on the flight?
- 2. Cancelled Flight Has your flight been cancelled?
- 3. Long Delays Has **your** flight been delayed for three hours or more?
- 4. **Baggage** Has **your** checked-in **baggage** been damaged, delayed or lost?
- 5. Injury and Death by **Accident(s)** Have **you** been injured during **your** flight?
- 6. Package Holidays Did you get what you booked?

For full details of your entitlements, visit http://ec.europa.eu/transport/themes/passengers/air/

What is covered

1. Missed Departure

We will pay up to the amounts shown in the Table of Benefits if **you** fail to arrive at the departure point in time to board the **public transport** on which **you** are booked to travel as a result of:

- the failure of other public transport or
- an accident to or breakdown of the vehicle in which you are travelling or
- an accident, breakdown or an unexpected traffic incident happening which causes an unexpected delay or
- strike or adverse weather conditions, then we will pay you up to the amounts shown in the
 Table of Benefits for reasonable additional accommodation (room only) and public
 transport costs (economy only) so that you may continue your trip.

2. Delayed Arrival

If **you** arrive later than planned at **your** destination due to a delay of **public transport we** will pay **you** up to the amount shown in the Table of Benefits for each period of delay up to the maximum shown (to help **you** pay for telephone calls, meals and refreshments purchased during the delay).

No excess applies to this benefit.

3. Extended delay

We will pay you up to the amounts shown in the Table of Benefits for:

- any travel and accommodation charges that you have paid or are contracted to pay, but cannot use because of the delay;
- your reasonable additional accommodation and public transport travel expenses if you
 have to make alternative arrangements due to the public transport on which you were
 booked to travel being cancelled or delayed (as shown in the Table of Benefits), diverted or
 redirected after take-off;
- irrecoverable travel, accommodation and pre-paid expenses you have paid or are contracted to pay if you choose to cancel your trip if your public transport is delayed, resulting in you missing 50% or more of your trip.

4. Travel Disruption

We will pay **you** up to the amounts shown in the Table of Benefits for **your** reasonable additional accommodation and **public transport** travel expenses (up to the standard of **your** original booking) so that **you** may continue **your trip** if **your trip** is disrupted due to:

- the insolvency of the accommodation provider, transport provider or their booking agents or
- you are involuntarily denied boarding and no suitable alternative is offered within 12 hours.

5. Catastrophe cover

We will pay **you** up to the amounts shown in the Table of Benefits for accommodation and transport costs the **insured member** incurs when they need to move to other accommodation of a similar standard to that originally booked and paid for, if, as a result of fire, flood, earthquake, avalanche, storm or local government directive during the **trip**, **you** cannot use the accommodation.

Special conditions relating to claims

Special conditions are important in the event of a claim. If **you** are unable to show they have been followed this may affect **your** ability to claim.

- You must seek financial compensation, assistance or a refund of your costs from your travel
 provider and invoke your rights under EU Air Passenger Rights legislation in the event of
 cancellation or delay of flights if applicable.
- 2. **You** must allow enough time to arrive at the departure point and check in for **your** outward or return journey.

- Any claim where you have been unable to evidence your loss, please refer to the claims evidence section.
- 2. The cost of Air Passenger Duty (APD) at the rate published by HMRC, whether irrecoverable or not.
- 3. Any strike or adverse weather that was publicly announced prior to **your** cover under this plan starting or within 7 days of booking any **trip**. An example of publicly announced adverse weather would be the point which an impending weather event is officially named by the Met Office, Environment Agency or any similar body.
- 4. Any unused or additional costs incurred by **you** which are recoverable from:
 - The providers of the accommodation, their booking agents, travel agent or compensation scheme.
 - The providers of the transportation, their booking agents, travel agent, compensation scheme or ATOL.
 - Your credit or debit card provider or PayPal.
- Any travel and accommodation costs, charges and expenses where the **public transport**operator has offered reasonable alternative travel arrangements within the delay period of the
 scheduled time of departure.
- 6. Any costs or expenses under the **catastrophe** cover if **you** decide not to remain in the booked accommodation, although it is considered safe and acceptable to continue staying there.
- 7. Any claims relating to the insolvency of the **public transport** operator.
- 8. Claims arising from:
 - Breakdown of any vehicle owned by you which has not been maintained in accordance with
 manufacturer's instructions or in the event of an accident or breakdown when a repairer's
 report is not provided.
 - Any costs incurred as a result of you not planning your journey correctly, you must allow
 enough time to complete your journey and arrive at the time stipulated by the travel
 provider.
 - Any property maintenance costs, or fees incurred by you as part of your involvement of a Timeshare or Holiday Property Bond scheme are not covered.
- 9. Any costs associated with rearranging **your** travel plans due to the **public transport** provider changing their scheduled timings which in turn impacts **your** planned itinerary.
- Any claim where you were unable to take your public transport due to delays in security and/or customs.
- Anything mentioned in the Exclusions and Conditions Sections which are applicable to all sections of the plan.

Section 4 – Personal belongings and money

Introduction

The purpose of this section is to help **you** in the event of something happening to **your** suitcases (or containers of a similar nature), their contents, **your personal money** and **important documents**. Below explains the cover **we** provide if **your** articles are lost, stolen or damaged.

What is covered

- We will pay you up to the amount shown in the Table of Benefits for the following items if they
 are accidentally lost, damaged or stolen whilst on your trip:
 - (a) baggage
 - (b) valuables
 - (c) replacement of essential items if lost in transit due to carrier error during the outward journey for more than 12 hours
 - (d) **personal money** (excluding cash)
 - (e) cash
 - (f) replacement of important documents

The maximum **we** will pay **you** for any one item, pair or set of items under this section is shown in the Table of Benefits as the single article limit.

When **we** assess a claim for loss, theft or damage to personal **baggage** or **valuables we** will deduct an amount for wear, tear and depreciation based on the age of the lost, stolen or damaged item. Alternatively, at **our** option **we** will replace, reinstate or repair the **accidental** loss of or damage to **baggage** or **valuables** owned (but not leased, hired or borrowed) by the insured member.

2. **We** will pay **you** reasonable costs to obtain a replacement of **your important documents** which have been lost, damaged or stolen whilst outside of **your home area**. This is to enable **you** to return **home** or continue **your trip**.

The intention of this is to help pay for reasonable travel and accommodation costs in getting to the embassy to obtain suitable replacements. **You** must check whether any temporary documentation will enable **you** to continue **your** planned **trip**.

Special conditions relating to claims

Special conditions are important in the event of a claim. If **you** are unable to show they have been followed this may affect **your** ability to claim.

- 1. **You** must report any theft to the Police in the country where the theft occurred as soon as possible and get a crime reference number or incident report.
- 2. **You** must report any loss theft or damage while in the care of a carrier, transport company, authority, hotel or accommodation provider and get a written record of the event.
- 3. If any items are lost, stolen or damaged whilst in the care of an airline **you** must report this within the time limit contained in their terms and conditions and get a Property Irregularity Report (PIR).

- 1. The **excess** except for claims under point 1c of What is covered.
- Any claim where you have been unable to evidence your loss, please refer to the claims evidence section.
- 3. Any claim for sports equipment where the plan doesn't cover the sport or activity which **you** are taking part in.
- 4. Loss, theft or damage to **baggage** left **unattended** at any time.
- Loss, theft of or damage to valuables, cash, important documents or personal money left unattended at any time unless deposited in a safe, safety deposit box or left in locked accommodation.
- 6. Loss, theft of or damage to **baggage** contained in an **unattended** vehicle unless it is locked out of sight in a secure baggage area (being a locked dashboard, boot or luggage compartment, fixed storage unit of a motorised or towed caravan, locked luggage box which is locked to a roof rack) and entry has been gained by unauthorised access.
- 7. Loss, theft or damage:
 - (a) due to delay, confiscation or detention by customs or any other authority
 - (b) to motor accessories (excluding keys which are covered only for a car which is owned by you)
 - (c) to tobacco products, tobacco substitutes, e-cigarettes, Vape products and perishable goods (such as food and drinks)
 - (d) caused by wear and tear, or
 - (e) mechanical or electrical breakdown.
- 8. Loss or damage due to depreciation (loss in value), variations in exchange rate.
- 9. Any virtual currency including but not limited to crypto-currency, including fluctuations in value.
- Anything mentioned in the Exclusions and Conditions Sections which are applicable to all sections of the plan.

Section 5 – Legal and liability

Introduction

This section is split in to two parts.

The purpose of the Legal expenses and assistance section is to help **you** in the event **you** need to claim compensation if someone else causes **you** illness, injury or death.

The purpose of the Personal liability section is to help **you** in the event **you** are found liable for damage to someone else's property or cause another person illness, injury or death.

Section 5a - Legal expenses and assistance

If **your** claim is covered under a section of this plan and no exclusions apply, then it is vital that **you** comply with the conditions of this plan in order for **your** claim to proceed. The conditions applicable to this section are contained under the 'General Conditions' section below and should be read carefully.

Some of the main conditions to this insurance are that:

Prospects of success

There must be more than a 50% chance of winning the case and achieving a positive outcome. A positive outcome includes, but is not limited to, recovering the amount of money at stake, enforcing a judgment or achieving an outcome which best serves **your** interests. The assessment of **your** claim and the prospects of its success will be carried out by an independent agent.

If the agent determines that there is not more than a 50% chance of success, then **we** may decline or discontinue support for **your** case.

Proportional costs

An estimate of the costs to deal with **your** claim must not be more than the amount of money in dispute. The estimate of the costs will be provided with the assessment of **your** case and will be carried out by the independent agent. If the estimate exceeds the amount in dispute, then **we** may decline or discontinue support for **your** case.

Duty of disclosure

If this plan covers **you** as a private individual, unrelated to any trade, business or profession, **you** must take reasonable care to disclose correct information.

The extent of the information **you** are required to disclose will be based on, among other things, the type of insurance, explanatory material and the clarity and specificity of the questions **you** are asked when **you** took out this insurance.

Suspension of cover

If **you** breach a condition of this insurance contract which is essential to its performance, this insurance contract will be suspended from the time of the breach until the time the breach can be remedied. The insurer will have no liability to **you** for any loss which occurs, or which is attributable to something happening, during the period when this insurance contract is suspended.

What is covered

We will pay up to the amount shown in **your** schedule for legal costs to pursue a civil action for compensation against someone else who causes **you** bodily injury, illness or death.

Where there are two or more **insured persons** insured by this plan, then the maximum amount **we** will pay for all such claims shall not exceed the amount shown in the Table of Benefits.

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.
- 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 plan. You must give us any assistance we require from you and any amount recovered shall belong to us.
- 6. Prospects of success

At any time, **we** may, but only when supported by independent legal advice, form the view that **you** do not have a more than 50% chance of winning the case and achieving a positive outcome. If so, **we** may decline support or any further support. Examples of a positive outcome are:

- (a) Being able to recover the amount of money at stake.
- (b) Being able to enforce a judgment.
- (c) Being able to achieve an outcome which best serves **your** interests.

7. Other insurances

If any claim covered under this plan is also covered by another legal expenses plan or would have been covered if this plan did not exist, **we** will only pay **our** share of the claim even if the other insurer refuses the claim.

8. Disclosure

If **you** fail to disclose relevant information or **you** disclose false information in relation to this plan, **we** may:

- (a) Cancel the contract and keep the premiums if the disclosure breach is deliberate or reckless.
- (b) Cancel the contract but return the premiums proportionately if this contract would not have been entered into had the disclosure breach been known.
- (c) Amend the terms of the contract accordingly if the contract would have been entered into on different terms had the disclosure breach been known.
- (d) Proportionately reduce the amount **you** are entitled to in the event of a successful claim if a higher premium would have been charged had the disclosure breach been known.

9. Fraud

In the event of fraud, we:

- (a) Will not be liable to pay the fraudulent claim.
- (b) May recover any sums paid to **you** in respect of the fraudulent claim.
- (c) May cancel this plan with effect from the fraudulent act and keep all premiums paid to us.
- (d) Will no longer be liable to **you** in any regard after the fraudulent act.

10. Change in law

Cover under this plan is based on laws and regulations in force at the time that it was written. If **we** believe that any subsequent change in law or regulations results in the scope of cover being either restricted or broadened, **we** reserve the right to accept claims where the change restricts the cover under this plan, and reject claims where the change provides a benefit which did not previously exist.

What is not covered

We shall not be liable for:

- 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 carrier, us,
 AXA PPP healthcare Limited 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 the 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 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 the General exclusions applicable to all sections of the plan.

Section 5b – Personal liability

What is covered

We will pay **you** up to the amount shown in the Table of Benefits (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**:

- Injury due to an accident, 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.
- Loss of or damage to property that does not belong to and is neither in the charge of nor 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**.

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.
- 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.
- 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 plan.

- Any claim where you have been unable to evidence your loss, please refer to the claims evidence section.
- 2. Compensation or legal costs arising directly or indirectly from:
 - (a) Liability which has been assumed by **you** under agreement (such as a hire agreement) unless the liability would have existed without the agreement.
 - (b) Pursuit of any business, trade, profession or occupation or the supply of goods or services.
 - (c) Ownership, possession or use of mechanically propelled vehicles, aircraft or watercraft (other than surfboards or manually propelled rowing boats, punts or canoes).
 - (d) The transmission of any contagious or infectious disease or virus.
 - (e) Your ownership, care, custody or control of any animal.
 - (f) Any claim where the incident occurred within the UK.
- Anything mentioned in the Exclusions and Conditions Sections which are applicable to all sections of the plan.

Section 6 - Personal accident

Introduction

The purpose of this section is to provide **you** with a financial lump sum in the event **you** suffer permanent total disablement, loss of sight, loss of a limb or death as a result of an **accident** during **your trip**. This section will not be applicable if **you** suffer any of the above as the result of an illness.

Words with special meanings in this section (which are shown in italics)

Loss of limb

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

Loss of sight

The 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; or
- b) in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen scale (which means only seeing at 3 metres what **you** should see at 60 metres).

Permanent total disablement

A condition which is of a permanent and irreversible nature which is shown by medical evidence to be likely to continue for the remainder of **your** life and as certified by a registered **medical practitioner**, to the reasonable satisfaction of **our** Chief Medical Officer, and which prevents **you** from engaging in any work or occupation for remuneration or profit.

What is covered

We will pay one of the benefits shown below if **you** sustain injury due to an **accident** which shall solely and independently of any other cause, result within two years either in:

- 1. your death,
- 2. loss of limb,
- 3. loss of sight or permanent total disablement.

Special conditions relating to claims

Our medical practitioner may examine you, and where deemed necessary, you may be referred
to a specialist for further consultation.

- Any claim where you have been unable to evidence your loss, please refer to the claims evidence section.
- 2. Benefit is not payable to you:
 - (a) Under more than one of benefit 1, 2 or 3 above.

- (b) Under benefit 2 if the permanent loss of use of an entire hand or foot is only partial and not total and complete (being 100%).
- (c) Under benefit 3 until one year after the date **you** sustain injury due to an **accident**.
- 3. Benefit 1 will be paid to the deceased **insured person's** estate.
- 4. Any claim which is caused by either:
 - (a) medical or surgical procedures or
 - (b) illness, infection or bacteria or
 - (c) any gradually developing bodily deterioration.
- 5. Anything mentioned in the Exclusions and Conditions Sections which are applicable to all sections of the plan.

Section 7 – Winter sports

Introduction

The purpose of this section is to provide cover specifically for a Winter sports **trip** that involves activities or sports that are on snow or ice. It's important to check the sports and other activities section of the wording to ensure that any activities that **you** plan to participate in as part of **your** Winter sports **trip** are covered. We will not cover **you** for skiing off piste or any other winter sports activity carried out off piste unless **you** have bought the Adventure Sports upgrade.

Additional definitions applying to this section (Section 7):

skiing on-piste

skiing on natural lying snow between the piste poles and not on an unrecognisable trail.

skiing off-piste

skiing outside the piste poles on natural lying snow and not on a prepared trail.

What is covered

We will pay you up to the amounts shown in the Table of Benefits for:

1. Piste closure

The cost of the insured member's reasonable transport and accommodation expenses to an alternative site if weather conditions, the non-function of ski lift(s) or avalanche result in the total closure of skiing facilities in the resort in which the insured member has pre-booked and it is not possible to ski as long as such conditions prevail at the resort.

If no alternative sites are available, **we** will pay compensation at the rate shown in the Table of Benefits.

2. Delay due to avalanche

Additional travel and accommodation costs necessarily incurred by the insured member to get to or from the pre-booked winter sports resort in the event of a delay from the scheduled arrival or departure time (as stated in the itinerary) due to avalanche incurred on the outward, or return flight, sea crossing, coach or train journey as set out in the pre-booked itinerary. **We** will pay for travel and accommodation expenses of a similar standard to that originally booked and paid for.

3. Ski Hire

Each insured member for each full 24-hour period the insured member necessarily hires skis, ski boots, ski bindings or ski poles, following:

- accidental loss or damage to the insured member's own skis; or
- those skis being lost or misplaced by an airline or other carrier on the outward journey from the **United Kingdom** so that they are delayed for at least 12 hours after the insured member's arrival at the holiday destination up to a maximum of £200 for each holiday.

4. Loss of Ski Pass

Each insured member during any **trip** for the loss or theft of the insured member's ski lift pass.

Reimbursement will be based on the outstanding number of days from the date of reported loss. Please note: an insured member cannot claim under both this Section and Section 4 (Personal belongings and money) in respect of the same loss;

5. Physiotherapy in the United Kingdom

Any physiotherapy required by an insured member on return to the **UK** as a direct result of an injury sustained while partaking in winter sports outside the **UK**.

Special conditions relating to claims

Special conditions are important in the event of a claim. If **you** are unable to show they have been followed this may affect **your** ability to claim.

- You must report any theft to the police in the country where the theft occurred as soon as
 possible and get a crime reference number or incident report of the loss, theft or attempted theft
 of your own ski equipment.
- 2. **You** must report any loss, theft or damage while in the care of a carrier, transport company, authority, hotel or accommodation provider and get a written record of the event.

- Claims arising from skiing off piste or any other winter sports activity carried out off piste unless you have the Adventure Sports upgrade.
- Any claim where you have been unable to evidence your loss, please refer to the claims evidence section.
- 3. Loss, theft or damage to **ski equipment** left **unattended** at any time.
- 4. Loss, theft of or damage to **ski equipment** contained in or stolen from an **unattended** vehicle at any time unless it is locked out of sight in a secure baggage area (being a locked dashboard, boot or luggage compartment, fixed storage unit of a motorised or towed caravan, locked luggage box which is locked to a roof rack) or locked in a dedicated **ski equipment** storage rack and entry has been gained by unauthorised access.
- 5. Loss, theft or damage:
 - (a) due to delay, confiscation or detention by customs or any other authority
 - (b) due to depreciation (loss in value) or variations in exchange rate
 - (c) caused by wear and tear, or
 - (d) mechanical or electrical breakdown.
- 6. The closure or impending closure of the skiing facilities in **your** resort existing or being publicly announced by **your** tour operator, resort or the media by the date **your** cover under this plan started, or at the time of booking **your trip**, whichever is the later.
- Any circumstances where transport costs, compensation or alternative skiing facilities are provided to you.
- 8. Anything mentioned in the Exclusions and Conditions sections which are applicable to all sections of the plan.

Data Protection Notice and Fraud

Your personal information

Here is a summary of the data privacy notice that **you** can find on our website axahealth.co.uk/privacy-policy

Please make sure that everyone covered by this plan reads this summary and the full data privacy notice on our website. If **you** would like a copy of the full notice call us on 01892 504 444 and we'll send **you** one.

We want to reassure **you we** never sell personal member information to third parties. **We** will only use **your** information in ways **we** are allowed to by law, which includes only collecting as much information as **we** need. **We** will get **your** consent to process information such as **your** medical information when it's necessary to do so.

We get information about **you** and the family members who are covered by **your** plan from **you**, those family members, **your** healthcare providers, **your** insurance broker if **you** have one and third party suppliers of information, such as credit reference agencies.

We process **your** information mainly for managing **your** membership and claims, including investigating fraud. **We** also have a legal obligation to do things such as report suspected crime to law enforcement agencies. **We** also do some processing because it helps **us** run **our** business, such as research, finding out more about **you**, statistical analysis for example to help **us** decide on premiums and marketing.

We may disclose your information to other people or organisations. For example, we'll do this to:

- manage your claims, e.g. to deal with your doctors or any reinsurers;
- manage the plan with your insurance broker;
- help us prevent and detect crime and medical malpractice by talking to other insurers and relevant agencies; and
- allow other AXA companies in the UK to contact you if you have agreed.

Where **our** using **your** information relies on **your** consent **you** can withdraw **your** consent, but if **you** do, we may not be able to process **your** claims or manage the plan properly.

In some cases, **you** have the right to ask us to stop processing **your** information or tell us that **you** don't want to receive certain information from us, such as marketing communications. **You** can also ask **us** for a copy of information **we** hold about **you** and ask **us** to correct information that is wrong.

If **you** want to ask to exercise any of **your** rights just call us on 01892 504 444 or write to **us** at Customer Service Data Team, AXA Health, International House, Forest Road, Tunbridge Wells, Kent TN2 5FE.

If **you** want to contact the Data Protection Officer **you** can do so at Data Protection Team, Jubilee House, Vale Road, Tunbridge Wells, Kent TN1 1BJ.

Telephone calls

Please note that for **our** mutual protection, telephone calls to AXA Health may be monitored and/or recorded.

Complaints Procedure

Not happy with our service?

Your cover is provided under our company agreement with your company. However, we do give all members full access to the complaint resolution process. The most important thing for us is to help resolve your concerns as quickly and easily as possible. We'll do all we can to resolve your complaint by the end of the next business day. However, if we can't do this, we'll contact you within five working days to acknowledge your complaint and explain the next steps. Letting us know when you're unhappy with our service gives us the opportunity to put things right for you and improve our service for everybody.

No matter how **you** decide to communicate **your** concerns, we'll listen. **You** can call **us** on 01892 504444, or write to **us** at:

AXA Health.

International House,

Forest Road,

Tunbridge Wells,

Kent, TN2 5FE

To help us resolve **your** complaint, we'll need the following:

- your name and membership details
- a contact telephone number
- a description of your complaint
- any relevant information relating to your complaint that we may not have already seen.

Financial Ombudsman Service

You may be entitled to refer **your** complaint to the Financial Ombudsman Service. The ombudsman service can liaise with **us** directly about **your** complaint and if **we** can't fully respond to a complaint within eight weeks or if **you** are unhappy with our final response, **you** can ask the Financial Ombudsman Service for an independent review.

How to contact the Financial Ombudsman Service

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

By telephone: 0300 1239 123 or 0800 023 4567

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

Website: financial-ombudsman.org.uk





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