

RYANAIR GOLD

RYANAIR FLY CHEAPER

YOUR SCHEDULE OF BENEFITS DETAILS THE SECTIONS OF THIS DOCUMENT UNDER WHICH YOU ARE COVERED. THIS IS TO CERTIFY THAT THE INSURER, IN CONSIDERATION OF THE PREMIUM SPECIFIED ON YOUR CERTIFICATE OF INSURANCE OR BOOKING INVOICE, AGREES TO INDEMNIFY THE INSURED PERSON(S) SPECIFIED ON YOUR CERTIFICATE OF INSURANCE OR BOOKING INVOICE IN RESPECT OF THE COVERS LISTED IN THE SCHEDULE OF BENEFITS.

This travel insurance is arranged by Acumus Insurance Solutions Limited with UK Underwriting Limited and AXA Travel Insurance on behalf of:

Inter Partner Assistance. Registered Office: 10/11 Mary Street, Dublin 1.

Acumus Insurance Solutions Limited and UK Underwriting Limited are all members of the Primary Group. For further details please visit www.primarygroup.com.

Acumus Insurance Solutions Ltd, UK Underwriting Ltd are authorised and regulated by the Financial Services Authority. This can be checked on the FSA's register by visiting the FSA's website at www.fsa.gov.uk/register or by contacting them on 0845 606 1234.

Ryanair Ltd is an Appointed Representative of Acumus Insurance Solutions Ltd who is authorised and regulated by the Financial Services Authority (Firm reference 475445).

AXA Travel Insurance and Inter Partner Assistance are all members of the AXA Group.

Inter Partner Assistance is regulated by the Irish Financial Services Regulatory Authority.

Acumus Insurance Solutions Ltd are registered in England (no 3487744), Registered Office: Eversheds House, 70 Great Bridgewater Street, Manchester, M1 5ES.

This document only constitutes a valid insurance policy when it is issued in conjunction with a valid certificate of insurance or booking invoice between 01.04.2009 and 31.07.2009. All policies must expire prior to 31.07.2010.

IMPORTANT NOTICE

THE RYANAIR TRAVEL INSURANCE HAS BEEN SPECIFICALLY DESIGNED TO SUIT THE NEEDS OF RYANAIR TRAVELLERS.

IT IS IMPORTANT THAT YOU READ THE FOLLOWING INFORMATION REGARDING MEDICAL EXPENSES.

PLEASE NOTE:

This policy does not cover Medical or Cancellation/Curtailment claims arising from either your or a close relative's Pre-existing Medical Condition. Please read "Health Conditions" opposite and the definition of a Pre-existing Medical Condition overleaf.

Please read the attached certificate and ensure that it meets your needs before departure.

SCHEDULE OF BENEFITS

Description	£Cover (per insured)	€Cover (per insured)	£Excess	€Excess
A Cancellation & Curtailment	Up to £3,000	Up to €4,500	20%**	20%**
B Medical & Treatment Expenses	Up to £5,000,000	Up to €7,500,000	£100**	€165**
C Hospital Benefit	£15 per day up to £300	€23 per day up to €450	N/A	N/A
D Catastrophe Cover	Up to £750	Up to €1,200	£40	€65
E Pet Care	£30 per day up to £300	€45 per day up to €450	N/A	N/A
F Hotel Services Failure	£50 per day up to £500	€75 per day up to €750	N/A	N/A
G Collision Damage Waiver	Up to £500	Up to €750	£60	€100
H Personal Effects & Baggage	Up to £1,000	Up to €1,235	£60	€100
Travel Documents and Delayed Baggage				
Single Item Limit	£250	€375		
Valuables	£250	€375		
Travel Documents	£250	€375		
Delayed Baggage	£150	€250		
I Personal Money	Up to £500	Up to €325	£40	€65
Cash Limit	£100	€165		
Cash (aged under 18)	£50	€80		
J1 Travel Delay	£20 for the first 12 hours delay, then £10 for each 12 hours thereafter up to £60	€30 for the first 12 hours delay, then €17 for each 12 hours thereafter up to €100	N/A	N/A
J2 Holiday Abandonment	£500	€325	20%**	20%**
K Travel Disruption	£300	€435	N/A	N/A
L Missed Departure	£300	€500	N/A	N/A
M Airline Seat Bumping	£250	€365	N/A	N/A
N Personal Accident	Max. Benefit £15,000	Max. Benefit €25,000	N/A	N/A
Loss of Limbs or sight (aged 70 and under)	£15,000	€25,000		
Permanent Total Disablement	£15,000	€25,000		
Death Benefit (aged 18-70)	£5,000	€8,250		
Death Benefit (aged under 18)	£2,500	€4,125		
Insureds aged 71 plus (all benefits)	£2,500	€4,125		
O Personal Liability	Up to £2,000,000	Up to €2,500,000	£250	€410
P Legal Expenses	Up to £5,000	Up to €8,250	£250	€410
Q Golf Equipment*	Up to £750	Up to €1235	£40	€65
Single Item Limit	£150	€250		
R Golf Equipment Hire*	£30 per day up to £300	€50 per day up to €500	N/A	N/A
S Non-Refundable Golfing Fees*	£30 per day up to £300	€50 per day up to €500	N/A	N/A
Wintersports Cover (available upon payment of an additional premium or when Annual Multi-Trip cover is effected)				
T Ski Equipment				
Owned	Up to £500	Up to €325	£40	€65
Single Item Limit - owned	£250	€410		
Hired	Up to £250	Up to €410		
U Ski Hire	£20 per day up to £200	€35 per day up to €330	N/A	N/A
V Ski Pack	£75 per day up to £300	€125 per day up to €500	N/A	N/A
W Piste Closure	£20 per day up to £200	€35 per day up to €330	N/A	N/A
X Delay due to avalanche	Up to £100	Up to €165	£40	€65
Business Cover (available upon payment of an additional premium)				
Y1 Business Equipment	Up to £2,000	Up to €3,000	£50	€75
Single Item Limit	£500	€750		
Computer Equipment				
Single/Total Item Limit	£1,500	€2,250		
Samples	£500	€750		
Business Equipment Delay	£100 per day up to £200	€150 per day up to €300		
Emergency Courier	£500	€750		
Y2 Business Equipment	£50 per day up to £500	€75 per day up to €750	N/A	N/A
Hire				
Y3 Business Money	Up to £1,000	Up to €1,500	£50	€75
Cash Limit	£500	€750		
Z Additional Personal Accident	2 x Normal benefits	2 x Normal benefits	N/A	N/A

* GOLF COVER APPLIES WITHIN EUROPE ONLY

** INSUREDS AGED 65 AND OVER ARE SUBJECT TO DOUBLE EXCESSES

Republic of Ireland Residents

If you habitually reside in the Republic of Ireland this document constitutes an evidence of insurance confirming that those persons who have paid the appropriate premium are insured under Master Policy Number 6662982 issued to Ryanair.

United Kingdom Residents

If you habitually reside in the UK this document constitutes an evidence of insurance confirming that those persons who have paid the appropriate premium are insured under Master Policy Number 6662982 issued to Ryanair.

TERRITORIAL LIMITS

Area	Limit
Area 2	The Continent of Europe west of the Ural Mountains, Madeira, Canary Islands, Iceland, the Azores, Mediterranean Islands and non-European countries bordering the Mediterranean (excluding Algeria, Israel, Lebanon and Libya.)
Area 4	Worldwide, including USA and Canada.

READ ME FIRST

The underwriter hereby draws your attention to some important features of your travel insurance policy. If you would like more information, please contact the issuing agent, particularly if you feel the insurance may not meet your needs.

HEALTH CONDITIONS

Your policy excludes pre-existing medical conditions known to you concerning the health of: you, your relatives, your travelling companions, or anyone whose ill health would force you to cancel or cut short your trip. Please read the definition of a 'pre-existing medical condition' overleaf.

RECIPROCAL HEALTH AGREEMENT / EHIC

Travellers to European Union countries should obtain a European Health Insurance Card (EHIC) from their Local Health Board (ROI) or Post Office (UK). This will entitle them to benefit from the reciprocal health agreements which exist between certain European Countries. In the event of a claim being accepted for medical expenses which has been reduced by the use of a Form EHIC, or Private Health Insurance, the deduction of the excess under Section B will not apply.

PROPERTY CLAIMS

These claims are paid based on the value of goods at the time you lose them and not on a 'new for old' or replacement cost basis. Wear, tear and depreciation will be deducted.

Certain items of personal property are not covered. Police reports are required for all losses involving theft and other losses require alternative appropriate reports, such as an Airline Property Irregularity Report, a Hotel Managers report, etc.

POLICY DOCUMENT

You should read this document carefully. It gives you full details of what is and is not covered and the conditions of the cover. Cover will vary from policy to policy and underwriter to underwriter.

CONDITIONS, EXCLUSIONS AND WARRANTIES

Conditions and exclusions will apply to individual sections of your policy, while general exclusions and general conditions will apply to the whole of your policy. It is a condition of this policy that all material facts must be disclosed to us at the time you commence and throughout the period of insurance. If you are in any doubt as to whether a fact is "material" then for your own protection it should be discussed with TPS (Insurance Admin Services) Ltd. An example of a material fact would be the serious illness of a non-travelling relative upon whose health your booking depends. See definition of a pre-existing medical condition on page 2.

DATE RECOGNITION FAILURE

There is limited cover under the policy for claims arising from the failure of computers and other data processing systems to correctly recognise the year as it's true calendar date. The exact extent of this exclusion can be ascertained by reading exclusion 1 on page 6.

DANGEROUS SPORTS OR PASTIMES

There is no cover under the policy for claims arising from any activity not listed under the definition of the acceptable sports and leisure activities on page 2.

PERSONAL LIABILITY

There is no cover for Personal Liability claims arising directly or indirectly from, happening through or in consequence of ownership, possession or use of any mechanically propelled vehicle, conveyance, aircraft or watercraft.

POLICY LIMITS

All sections of your policy have limits on the amount the underwriter will pay under that section. There are also specific limits under the Personal Effects and Baggage section for: single items; valuables; items for which an original receipt, proof of purchase or an insurance valuation (obtained prior to loss) is not supplied.

POLICY EXCESSES

Under most sections of the policy, claims will be subject to an excess. The excess will be applied per person, per section and per incident under which a claim is made. This means that you will be responsible for the first part of the claim. The amount you have to pay is the excess.

REASONABLE CARE / UNATTENDED PROPERTY

You must exercise reasonable care to prevent illness, injury or loss or damage to your property, as if uninsured. There is no cover for property left unattended in a place to which the general public has access. There is no cover for loss of money which was not carried on your person unless placed in a safety deposit box or similar locked, fixed receptacle.

COOLING OFF PERIOD

We hope you are happy with the cover this policy provides. However, if after reading this policy, this insurance does not meet with your requirements, please contact us within 14 fourteen days of issue, and providing travel has not taken place, we will refund your premium. You can contact us as follows, depending on how you purchased your travel insurance policy:

- If you purchased your travel insurance policy via www.ryanairtravelinsurance.com - please contact us by email. The email address is ryanair@acumus.com.

- If you purchased your travel insurance policy during the initial flight reservation process, via Ryanair.com or your local reservations centre, then you should send your refund request by e-mail to insurance@ryanair.com. Alternately you can send a fax to +353 1 609 7902 or write to the Ryanair Insurance Refunds Department, Phoenix House, 28 Conyngham Road, Dublin 8, Ireland with your refund request.

Please ensure you quote the Ryanair Booking Reference & flight details, full contact address for the booking and the names & policy numbers of those passengers who wish to cancel within your written request.

If your policy is an annual multi-trip policy, the underwriter shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by sending 14 days notice to the Insured at his last known address. Provided the premium has been paid in full the Insured shall be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the Insurance.

AGE LIMITS

There are different age limits under the policy according to the type of policy purchased. Please refer to the Policy Periods section on page 2.

RESIDENCY

To be eligible for this insurance policy, you must be resident within the UK or Republic of Ireland and registered with a medical practitioner in the UK or Republic of Ireland, at the time of arranging this insurance and at the time of your departure.

GOVERNING LAW

This certificate shall be governed by and construed in accordance with the Law of England and Wales unless the certificate holder's habitual residence (in the case of an individual) or central administration and/or place of establishment is located in Scotland in which case the law of Scotland shall apply.

COMPLAINTS PROCEDURE

If you have any cause for complaint regarding this insurance, please refer to the Complaints Procedure on page 7.

MISSSED DEPARTURE

Your policy does not cover missed connecting flights.

CANCELLATION AND CURTAILMENT

The coverage under cancellation and curtailment only covers certain situations that lead to cancellation or curtailment. The reasons for cancellation are specified on page 3.

WHILE YOU ARE AWAY

Axa Assistance - 24 Hour Emergency Service

Axa Assistance are open 24 hours a day, 365 days a year.

Axa Assistance MUST be contacted as soon as possible in the event of you incurring medical expenses in excess of £300, or equivalent in Euros, being involved in an accident, being admitted to hospital, curtailing for medical reasons or missing your flight due to medical reasons.

Any minor illness or injury costs resulting in a claim should be paid by you, a receipt obtained and the amount reclaimed from TPS (Insurance Admin Services) Ltd within 31 days of the event.

Axa Assistance will provide immediate help if you are ill or injured outside the **United Kingdom** or Channel Islands or Republic of Ireland. They provide a 24 hour emergency service 365 days a year and you can contact them on:

Emergency Number +44 (0) 845 610 1426

Quote reference: 01622

When you contact Axa Assistance, you will need to say you are insured with "Ryanair" and give the following information:

Your name, your address, your phone number abroad, your certificate number noted on your certificate or booking invoice. Please note that if you originally purchased a Standard Ryanair Ticketholder Single Trip Policy and have subsequently purchased an additional Ryanair policy to upgrade your cover, prior to your departure, you will need to provide details of the certificate or booking invoice number for both policies.

Axa Assistance should only be contacted in a medical emergency. Please do not obstruct Axa Assistance telephone lines with non-essential calls

Axa Assistance may be contacted from anywhere in the world to provide assistance to you. If you experience difficulty getting through on the number listed above, Axa Assistance can also be contacted by telephone: +44 (0) 208 419 7009

WHEN YOU RETURN HOME - Making a Claim

Any incident or loss which gives rise, or may give rise, to a claim under your travel insurance should be advised immediately to:

Axa Assistance Services Europe Limited
Tel: +44 (0) 845 610 1430

On contacting TPS (Insurance Admin Services) Ltd Claims Service please state your insurance is provided by UK Underwriting Limited and quote the following:

Scheme name: Ryanair Travel Insurance
Scheme ref : 01622

You will then be sent a claim form, which you should arrange to complete as fully as possible, and return with the necessary supporting documents. Please send originals - not photocopies (keep copies for your records). For all claims you will need to send your original insurance certificate and your original holiday booking invoice. Please note that if you originally purchased a Standard Ryanair Ticketholder Single Trip Policy and have subsequently purchased an additional Ryanair policy to upgrade your cover, prior to your departure, you will need to provide the original insurance certificates for both policies.

If you have to make a claim, you must notify us as above as soon as practicable after the incident giving rise to the claim, and in any event not later than 31 days after your return home. We reserve the right to decline liability for any claim notified after this date.

UK Underwriting Limited are an Insurers agent and in the matters of a claim act on behalf of the Insurer.

POLICY PERIODS & AGE LIMITS

Policy Type – Single Trip

A single return trip as defined in the Period of Insurance.

The maximum age, at the date of departure, for this type of policy is as follows:

If you hold a valid Ryanair flight ticket – There is no age limit.

If you do not hold a valid Ryanair flight ticket – 69 if you are only travelling within Europe, or 64 if you require worldwide cover.

Policy Type – One way Trip

A single outward trip, as defined in the Period of Insurance. The Period of Insurance shall expire normally or in any event not later than 24 hours after the time you first leave the immigration control of your final destination country.

The maximum age, at the date of departure, for this type of policy is as follows:

If you hold a valid Ryanair flight ticket – There is no age limit.

If you do not hold a valid Ryanair flight ticket – 69 if you are only travelling within Europe, or 64 if you require worldwide cover.

Policy Type – Annual Multi-Trip

Any number of return trips as defined above. This type of policy includes:

- A maximum duration of 31 days any one trip,
- Cover for overnight trips within the UK or Republic of Ireland, Channel Islands and Isle of Man providing the trip is over 50 miles from home and accommodation has been pre-booked for two or more nights, and
- Wintersports cover for up to 24 days per policy period.
- Annual Golf Cover.

The maximum age for this type of policy is 64 at the date of issue.

Period of Insurance – Single Trip / One-Way Trip

Under Section A (for cancellation), the insurance is effective from the date of issue of the certificate and terminates on commencement of your trip. In respect of all other sections, the insurance commences when you leave to commence the trip described in the territorial limits and shall cease with whichever occurs first of the following:

- The expiry of the policy period as shown on the certificate;
- Your return as planned, at the end of the trip,
- Your first return prior to the planned return at the end of the trip.

The period of insurance will be extended day by day up to a maximum of 30 days after the expiry of the period stated on the certificate when the return is necessarily delayed as a result of your ill health or failure of public transport, provided that Axa Assistance has been notified.

In respect of one-way trips only the period of insurance shall cease with whichever occurs first of the following: the expiry of the policy period or 24 hours after the time you first leave the immigration control of your final destination country.

Period of Insurance - Annual Multi-Trip only

Under Section A (for cancellation), the policy is effective from the later of either:

- the date of issue of the certificate; or
- the time at which the trip is booked and ends at which ever happens first;
- the start of your trip; or
- the expiry of the policy

In respect of all other sections, the policy commences when you leave to commence the trip described in the territorial limits and shall cease with whichever occurs first of the following:

- The expiry of the policy period as shown on the certificate;
- Your return as planned, at the end of the trip,
- Your trip exceeding the maximum trip length.
 - your trip exceeding the maximum trip length.

POLICY DEFINITIONS

Wherever the following words or phrases appear within this policy they will always have the same meaning and will appear in bold.

Acceptable sports & leisure activities

The following activities are automatically included within the cover when participating on an amateur basis:

Archery, if adequately supervised, badminton, baseball, basketball, beach games, bungee jumping (up to 1 jump) per trip, canoeing (not white water canoeing), clay pigeon shooting, cricket, cycling (not BMX or mountain biking), deep sea fishing, dinghy sailing, dragon racing, fell walking, fencing, fishing, football, frisbee, golf, hiking (under 2000 metres altitude), hockey, horse riding (up to 7 days but not horse jumping, hunting on horseback, polo on horseback), hot air ballooning which has been organised in the UK prior to departure, ice skating, jet boating, jet ski-ing, jogging, korfbal, marathon running, motorcycling up to 50cc, netball, orienteering, outward bound pursuits, paintballing, parasailing (over water), pony trekking, racquetball, rambling, river canoeing, roller skating, roller blading, rounders, rowing, rugby, running-sprint/long distance, safari (UK organised), sail boarding, sailing within territorial limits, scuba diving up to 15 metres if adequately supervised or hold the relevant qualifications, snorkelling, squash, surfing, tennis, track events, trekking (under 2000 metres altitude), triathlon, ultimate frisbee, volleyball, war games, water polo, water ski-ing, white water rafting (Grade 1 to 4), windsurfing, non manual work except for bar work and fruit picking (not involving the use of agricultural machinery), yachting (racing/crewed inside territorial waters).

Please note there is no cover under section K Personal Liability for claims arising directly or indirectly from, happening through or in consequence of ownership, possession or use of any motorised or mechanical vehicles including any attached trailers or caravans, any aircraft (whatsoever), any watercraft or vessel (other than manually propelled watercraft or vessel) or any other form of motorised leisure equipment, any firearms or weapons of any kind and any animals belonging to you or in your care, custody or control.

Accident / Accidental

A sudden, unexpected, unusual, specific, violent, external event which occurs at a single identifiable time and place and independently of all other causes, resulting directly, immediately and solely in physical bodily injury which results in a Loss. In no event shall the contracting of any disease and/or illness or medical condition, nor the injection or ingestion of any substance, be considered an accident. An event which directly or indirectly exacerbates a previously existing physical bodily injury shall not be considered an accident.

Act of terrorism

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

Business Equipment

Computer Equipment, communication devices and other related equipment which is carried by you in the course of your business.

Business Money

Bank and currency notes and coins and cheques.

Cancellation Costs

Travel and accommodation expenses paid or contracted to be paid by you in respect of your trip.

Cash

Currency notes and coins.

Certificate / Policy

An Insurance validation certificate and Ryanair booking itinerary validate and activate this insurance wording. Wherever the word 'policy' is shown this shall be deemed to read 'certificate' and vice versa.

Close Business Associate

Any person in the same employment as you in your country of residence, whose absence from business for one or more complete days at the same time as you prevents the effective continuation of that business.

Common-Law Partner(s)

Any couple (including same sex) in a common-law relationship or who have cohabited for at least 6 months.

Computer equipment

Communication devices and other business related equipment which is carried by you in the course of your business.

Consequential Loss

Any other loss, damage or additional expenses following on from the event for which you are claiming is not covered under this insurance. Examples of such loss, damage or additional expense would be the cost of replacing locks after losing keys, costs incurred in preparing a claim or loss of earnings following bodily injury or illness.

County of Residence

The country where your home is.

Curtailment Costs

Travel costs necessarily incurred to return you home before the booked return date and a pro-rata amount representing the total pre-paid or contracted costs of accommodation, car hire and excursions attributable to each complete day which is consequently foregone. This pro-rata refund excludes all costs attributable to the outward and return travel tickets, whether used or unused.

Excess

Where applicable, the excess is the first amount of the claim for each person, each section and each incident which is payable by you. The excess amounts are shown in the Schedule of Benefits on page 1.

Golf Equipment

Golf clubs, golf bags, non-motorised trolleys and golf shoes.

Home

Your usual place of residence in the United Kingdom or Republic of Ireland.

Loss of Sight

The complete and irrecoverable loss of sight of one or both eyes.

Loss of Limb(s)

Loss by physical severance of a hand at or above the wrist or a foot at or above the ankle.

Material Fact

Any fact which is known to you, which is likely to influence the underwriter in the acceptance or assessment of this insurance.

Medical Practitioner

A registered practising member of the medical profession who is not related to **you** or any person with whom **you** are travelling.

Permanent Total Disablement

Disablement which, from the moment of **accident**, entirely prevents you from attending to any business or occupation whatsoever of any kind and every kind and which lasts 12 calendar months and, at the expiry of that period, is, in the opinion of the **underwriter's** medical advisors, beyond expectation of improvement.

Personal Effects

Luggage, clothing, **valuables** and personal items which are owned by **you** and have been either taken or purchased on the **trip**.

The following items are not considered to be personal effects:

Antiques, any property held or used for any business or professional purposes, audio & visual equipment of any kind, bicycles, binoculars, bonds, camcorders, cassettes and cassette players, cellular phones, cheques, compact discs and compact disc players, computer and telecommunication equipment of any kind, computer games, contact or corneal lenses, coupons, cash, diving equipment, documents of any kind, furs, golf and ski equipment, MP3 players, musical instruments, radios, securities, spectacles, stamps, sunglasses, tape recorders, television sets, travellers cheques, video equipment, video games.

Pre-existing Medical Condition

A medical condition known to **you** which has been suffered or for which medication, advice or treatment has been received within nine months prior to the date of application.

Public Transport

A train, bus, coach, ferry service, or scheduled flights (non-internal) running to a published timetable to join the booked travel itinerary.

Redundant, Redundancy

You becoming **redundant** and qualify to receive payment under the current **redundancy** payments legislation.

Relative

Brother, brother-in-law, **common-law partner**, daughter, daughter-in-law, fiancé(e), grandchild, legal guardian, parent, parent-in-law, sister, sister-in-law, son, son-in-law, or spouse who live in **your country of residence**.

Resident

You are resident within the **UK** or Republic of Ireland and registered with a **medical practitioner** in the **UK** or Republic of Ireland, at the time of arranging this insurance and at the time of **your** departure.

Serious Illness or Injury

Any illness or injury which:

- restricts **your** mobility; or
- results in **you** being a patient in hospital for more than 48 hours.

Single Item

Any one article, pair, set or collection.

Ski Equipment

Skis, ski sticks, ski bindings, ski boots, snowboard, snowboard bindings and snowboard boots.

Sports Equipment

Those items which are usually worn, carried, used or held during the participation of a sporting activity. This excludes **ski** and **golf equipment**.

Trip, Trip duration

A journey which begins when **you** leave to commence **your trip** and ends on **your** planned return, during the period of insurance, to either:

- a) **Your home**, or
- b) The place at which **you** are temporarily residing, or
- c) A hospital or nursing home in the **UK** or Republic of Ireland, following **your** repatriation.

Underwriter, Us, We, Our

UK Underwriting Limited on behalf of Inter Partner Assistance.

United Kingdom, UK

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

Valuables

Animal skins, articles made of or containing gold, silver or other precious metals, cameras, jewellery, leather goods, photographic equipment, precious or semi-precious stones, silks, telescopes, watches.

Wintersports

Guided cross country skiing, mono skiing, off-piste skiing or snowboarding, recreational racing, skiing, snow boarding and snow sledging.

Wintersports does not include:

Freestyle skiing, heli-skiing, ice hockey, lugging, off-piste skiing or snowboarding in areas designated as unsafe by resort management, off-piste skiing or snowboarding where there is an avalanche warning in place, parapenting, ski acrobatics and stunting, ski bob racing, ski-dooing, ski flying, ski jumping, ski racing or training, the use of skeletons or bobsleighs, snow mobiling and tobogganing.

You, Your, Insured

All person(s) named on the certificate. All person(s) must be resident in the **UK** or Republic of Ireland and registered with a **medical practitioner** in the **UK** or Republic of Ireland. Each person is separately **insured**.

THE INSURANCE

SECTION A – CANCELLATION AND CURTAILMENT

▲ What You Are Covered For:

The **underwriter** will pay, up to the amount shown in the Schedule of Benefits on page 1, for **your** proportion of the costs which **you** have paid or agreed to pay and which **you** cannot recover from any source, if it is necessary and unavoidable to cancel or cut short **your trip** as a result of:

- (a) death, **serious injury or illness**, during the period of insurance of:
 - **you**; or
 - a person **you** are travelling with; or
 - a **relative**; or
 - a **close business associate** who lives in the United Kingdom or Republic of Ireland; or
 - a friend or **relative** who lives abroad with whom **you** were staying.
- (b) **you** or the person **you** are travelling with:
 - being required in the **UK** or Republic of Ireland for jury service, as a witness in a Court of Law; or
 - being under compulsory quarantine; or
 - being required to be present by the police, as a result of **your home** or their **home** or

usual place of business in the **UK** or Republic of Ireland suffering a burglary within seven days of the start of **your trip**, or during the **trip**; or

- suffering fire, theft, storm, flood damage to **your home** or to **your** travelling companion's **home** within seven days of the start of **your trip**, or during the **trip**; or
- being made **redundant** under current redundancy legislation; or
- being posted overseas or receiving emergency requirements of duty in the Armed Forces, Police, Fire, Nursing or Ambulance Services.

In addition, if **you** have booked a self drive holiday and it is necessary to cancel **your trip** as a result of **your** vehicle being involved in an **accident** within seven days of **your** intended **trip duration**, we will pay for **your** proportion of the costs which **you** have paid or agreed to pay and which **you** cannot recover from any source.

▼ What You Are Not Covered For:

The **underwriter** will not pay for the following in addition to the general exclusions on pages 7 & 8 in connection with claims made under Section A:

- the **excess** as shown in the Schedule of Benefits on page 1;
- any claim for curtailment which has not been approved by Axa Assistance, prior to **your** return to the **UK** or Republic of Ireland.
- any claim which is not supported by written medical confirmation and clinical reports from medical service providers as well as other proof of the happening of an event causing **you** to cancel or cut short **your trip**;
- any costs which **you** have paid or agreed to pay, if **your trip** is cancelled or curtailed for the following reasons:
 - i claims arising directly or indirectly as a result of a **pre-existing medical condition** relating to **you**, **your** travelling companion, a **relative** or **close business associate** of **yours** or **your** travelling companion, or the person with whom **you** have arranged to stay whilst on the **trip**.
 - ii the person whose medical condition giving rise to the claim:
 - (a) is travelling for the purpose of having medical treatment during the **trip duration**; or
 - (b) is travelling against the advice of a **medical practitioner**; or
 - (c) has received a terminal prognosis by a registered doctor before taking out this **policy**; or
 - (d) is on a hospital waiting list; or
 - (e) is awaiting the results of medical investigations.
 - (f) travelling against any health requirements stipulated by the carrier, their handling agents or any other public transport provider.
 - iii you have failed to have any recommended vaccines, inoculations or medications prior to your trip
 - iv you have failed to get the relevant passport or visa
 - v unlawful or criminal proceedings against you or a person you are travelling with
 - vi redundancy, which is not notified during the period of insurance
 - vii **your** disinclination to travel, phobias, anxiety or stress
 - viii **your** personal financial circumstances, other than **you** being made **redundant** after the issue date of the **certificate**
 - ix **your** late arrival at the airport or port after check in or booking in time
- any costs in respect of the following:
 - (a) any claims arising directly or indirectly from the cancellation or curtailment of travel arrangements in any way caused or contributed to by or on the order of any government, public or local authority including but not limited to any civil or federal aviation authority.
 - (b) loss of air passenger duty
 - (c) Failure in provision of the booked itinerary including error, omission or default by the provider of any service forming part of the booked itinerary
 - (d) unused timeshare property, airmiles or other promotions of this nature
 - (e) **your** loss of enjoyment of the **trip**, however caused
 - (f) **your** failure to advise **us** of any **material fact** prior to the issue of the **certificate** or prior to **your** departure on **your trip**
 - (g) unused portions of **your** original ticket, where repatriation has been made
 - (h) **your** travel expenses for **you** to return to the **UK** or Republic of Ireland, if **you** do not already possess pre-paid return travel tickets
 - (i) any cancellation or **curtailment costs** which the **underwriter** would not have had to pay, had **you** notified the travel agent, tour operator or provider of transport or accommodation immediately after **you** knew **you** would be cancelling or curtailing **your trip**
 - (j) any repair costs to **your** private motor vehicle
 - (k) any claim resulting from **you** or a person **you** are travelling being posted overseas or receiving an emergency requirement of duty, following an **act of terrorism**, war or invasion.
- any claims directly or indirectly from the death or illness of pets or animals.

SECTION B – MEDICAL AND TREATMENT EXPENSES

▲ What You Are Covered For:

If **you** become ill or are injured during the **trip**, the **underwriter** will pay up to the amount shown in the Schedule of Benefits on page 1, for up to 12 months after the start date of the treatment for:

- (i) Medical and treatment expenses
- reasonable and customary medical, surgical and hospital expenses incurred outside **your country of residence**
- emergency dental treatment for the relief of pain up to £200, or equivalent in Euros.

The **underwriter** reserves the right to repatriate, when in the opinion of the **underwriters** medical advisors, **you** are fit to travel. If **you** refuse to be repatriated all cover under the **policy** will cease.

(ii) Funeral and Repatriation expenses

If **you** die during the **trip** or one-way **trip**, the **underwriter** will pay up to £3,000, or the equivalent in Euros, for the following:

- the funeral expenses in the country where **your** death occurs, or
- the cost of returning **your** body or ashes **home**
- (iii) Travel and accommodation expenses
- reasonable additional travel and room only accommodation expenses incurred by **you** and one person travelling with **you**, as a result of **you** receiving medical advice from a registered doctor in attendance and the **underwriter's** medical advisors, that **your** originally planned return journey **home** to the **UK** or Republic of Ireland, is impossible due to medical reasons.

The most the **underwriter** will pay for accommodation costs is £1,000, or equivalent in Euros, per person.

▼ What You Are Not Covered For:

The **underwriter** will not pay for the following in addition to the general exclusions on pages 7 & 8 in connection with claims made under Section B:

- the **excess** as shown in the Schedule of Benefits on page 1
- any costs or expenses, if **you** or **your** representative have not advised Axa Assistance and received their agreement to these costs, in the event of **you**:

- a dying, or
 - b incurring medical or treatment expenses above £300, or equivalent in Euros, or
 - c being involved in an **accident**, or
 - d being admitted to hospital, or
 - e curtailing **your trip** due to medical reasons; or
 - f missing **your flight** due to medical reasons
- any medical costs or expenses, if **you** are in Australia and **you** have not enrolled with Medicare
 - claims arising directly or indirectly as a result of **your pre-existing medical condition**.
 - any medical, hospital or treatment expenses in **your country of residence** or the country in which **you** are temporarily residing and commenced **your trip** from.
 - any medical, hospital, treatment, funeral or repatriation expenses if **you**:
 - a have received a terminal prognosis by a registered doctor before taking out this **policy**, or
 - b are travelling for the purpose of obtaining medical treatment, or
 - c are travelling against the advice of a **medical practitioner**, or
 - d are on a hospital waiting list, or
 - e are awaiting the results of medical investigations
 - travelling against any health requirements stipulated by the carrier, their handling agents or any other public transport provider.
 - any medical, hospital, treatment expenses, which in the opinion of the **underwriter's** medical advisors, are not essential or can be reasonably delayed until **your return home** to the UK or Republic of Ireland
 - any costs arising from **you** arranging a single or private accommodation room in a hospital, clinic or nursing home
 - dental treatment which is not for the purpose of relieving immediate pain or suffering
 - any medical, hospital or treatment expenses, which have not been authorised at the time by a recognised registered **medical practitioner**
 - any medical, hospital or treatment expenses, which **you** have incurred after:
 - a **you** have refused the offer of repatriation when, in the opinion of the **underwriter's** medical advisors, **you** are fit to travel
 - b the **underwriter** has repatriated **you** to **your** final destination, rather than the UK or Republic of Ireland, during **your one-way trip**
 - any physiotherapy or associated treatment costs, if they are not part of an on-going treatment programme for a **serious injury**, which in the opinion of the **underwriter's** medical advisors, cannot be reasonably delayed until **your return home**
 - non continuous treatment
 - any up-grades from economy class travel, unless the **underwriters** medical advisors specify this necessary on medical grounds
 - any costs or expenses if **you** do not have a pre-paid return ticket to the UK or Republic of Ireland, or the country in which **you** are temporarily residing, at the start of **your trip**
 - any medication or drugs which **you** know **you** will need at the start of the **trip**
 - the cost of any treatment or surgery, including exploratory tests, which are not directly related to the illness or injury, for which **you** went into hospital or clinic abroad
 - loss or damage to dentures, artificial limbs, hearing aids, contact or corneal lenses or prescription spectacles
 - any repatriation expenses to the UK or Republic of Ireland, if **you** are travelling on a one way **trip** and **your** final destination is nearer.

SECTION C – HOSPITAL BENEFIT

▲ What You Are Covered For:

The **underwriter** will pay **you** the amount shown in the Schedule of Benefits for each and every completed period of 24 hours for which **you** are an in-patient in a hospital, as a direct result of an **accidental** injury or illness which is covered under Section B.

SECTION D – CATASTROPHE COVER

▲ What You Are Covered For:

If **you** are forced to move from **your** pre-booked and pre-paid accommodation as a result of either fire, explosion, lightning, earthquake, storm, tempest, hurricane or flood, the **underwriter** will pay, up

to the amount shown in the Schedule of Benefits on page 1, for any travel and accommodation expenses **you** incur, which allow **you** to:

- continue with **your trip**; or
- return **you** to the UK or Republic of Ireland, or the country in which **you** are temporarily residing, if **you** are unable to continue with **your trip**.

▼ What You Are Not Covered For:

The **underwriter** will not pay for the following in addition to the general exclusions on pages 7 & 8 and

7 in connection with claims made under section D:

- any compensation if **you** have not got a report from **your** Tour Operator, local authority or resort representatives, which gives full details of the incident.
- any costs which are recoverable from **your** Tour Operator
- any costs if **you** decide to move, despite it being considered safe by **your** Tour Operator to remain at **your** accommodation

SECTION E – PET CARE

▲ What You Are Covered For:

If **you** are delayed as a result of a covered event under Section B and as a result incur additional kennelling or cattery fees, the **underwriter** will pay **you**, up to the amount shown in the Schedule of Benefits on page 1, for each and every complete 24 hour period of delay.

SECTION F – HOTEL SERVICES FAILURE

▲ What You Are Covered For:

If **your** pre-booked hotel, due to strike or industrial action, completely withdraws the following:

- Water or electrical facilities, or
- Swimming pool facilities, or
- Kitchen services to the extent that no food is available, or
- Chambermaid facilities

the **underwriter** will pay **you**, up to the amount shown in the Schedule of Benefits on page 1, for each complete 24 hours **you** are without these facilities.

▼ What You Are Not Covered For:

The **underwriter** will not pay for the following in addition to the general exclusions on pages 7 & 8 in connection with claims made under section F:

- any compensation if **you** have not got written confirmation from **your** pre-booked hotel, which shows the dates concerned and the reason for the withdrawal of the services
- any compensation if the withdrawal of services is due to strike or industrial action which has started or was announced before **you** took out this **policy**.

SECTION G – COLLISION DAMAGE WAIVER

▲ What You Are Covered For:

If, during the period of the car rental contract, **you** damage the hired vehicle, the **underwriter** will pay **you** the Collision Damage Excess that **you** are liable to pay, up to the amount shown in the Schedule of Benefits on page 1.

▼ What You Are Not Covered For:

The **underwriter** will not pay for the following in addition to the general exclusions on pages 7 & 8 and

7 in connection with claims made under section G:

- The excess as shown in the Schedule of Benefits on page 1
- Any loss or damage, if the vehicle was not hired through Ryanair/Hertz
- Any loss or damage which occurs outside of Europe
- Any loss or damage which occurs outside the period of insurance of this **policy**
- Loss or damage to tyres
- Any loss or damage which is specifically excluded under the terms of Ryanair/Hertz car rental agreement booking
- Loss or damage incurred in an incident for which the insured person is prosecuted for a motoring offence.

SECTION H – PERSONAL EFFECTS AND BAGGAGE, TRAVEL DOCUMENTS AND DELAYED BAGGAGE

▲ What You Are Covered For:

(a) Personal effects and baggage -

The **underwriter** will pay for **accidental** loss, theft or damage to **your personal effects**, up to the amount shown in the Schedule of Benefits on page 1.

(b) Travel Documents -

The **underwriter** will pay for any reasonable expenses **you** incur, whilst obtaining replacement passports, green cards, visas, accommodation vouchers and petrol coupons or travel tickets which have been lost or stolen during the **trip**, up to the amount shown in the Schedule of Benefits on page 1.

(c) Baggage delay -

The **underwriter** will pay for the purchase of essential items, up to the amount shown in the Schedule of Benefits on page 1, if **your personal effects** are delayed or lost in transit on **your** outward journey for more than 24 hours.

▼ What You Are Not Covered For:

The **underwriter** will not pay for the following in addition to the general exclusions on pages 7 & 8 in connection with claims made under Section H:

- the **excess** as shown in the Schedule of Benefits on page 1
- claims for theft of **your personal effects** and baggage if **you** have not notified the police within 24 hours of its discovery and obtained a written report, which includes the crime reference number
- more than £50, or equivalent in Euros, per **single item**, up to a maximum of £150, or equivalent in Euros, in total for any one claim, if **you** are unable to provide the original receipt, proof of purchase or an insurance valuation which was obtained prior to the loss
- any claim if the loss, damage or theft occurs during a journey or whilst in the custody of an airline or other carrier, and **you** have not notified the carrier or their handling agent of the incident and obtained an official report or a Property Irregularity Report (PIR)
- wear, tear, or depreciation
- loss, theft or damage arising from the delay, detention, seizure or confiscation by Customs or other officials
- damage caused by the leakage of powder or liquid carried within **your personal effects** or baggage
- any breakage of fragile articles, unless the breakage is caused by fire or an **accident** involving the vehicle in which **you** are being carried
- claims arising for loss, theft or damage to:
 - a prams or buggies, or
 - b wheelchairs, or
 - c motor vehicles, or
 - d marine equipment, or
 - e diving equipment, or
 - f watercraft, surfboards, sailboards or their related accessories, or
 - g other equipment or fittings of any kind
- damage to, or loss or theft of **your personal effects** or baggage, if they have been left:
 - a unattended in a place to which the general public has access
 - b in the custody of a person who does not have an official responsibility for the safekeeping of the property
 - c in an unattended motor vehicle, unless they have been taken from a locked boot between 8am-8pm local time and there is evidence of forced entry, which is confirmed by a Police report
- loss or damage to **sports equipment**, whilst in use
- loss, theft or damage to anything being shipped as freight under a Bill of Lading, dentures, bridgework, artificial limbs, hearing aids of any kind, satellite navigation equipment of any kind, or items being carried on a vehicle roof rack
- loss, theft or damage to **valuables**, which at the time of such loss, theft or damage were located in checked-in luggage or an unattended motor vehicle
- any claim for baggage delay if **you** cannot supply receipts for the essential items purchased and written confirmation from the carrier as to the length of delay.
- Loss, theft or damage arising from:
 - a mechanical or electrical breakdown
 - b moth or vermin
 - c processes or cleaning, restoring or repairing

SECTION I – PERSONAL MONEY

▲ What You Are Covered For:

The **underwriter** will pay for the loss or theft of **your cash** and travellers cheques during **your trip**, up to the amount shown in the Schedule of Benefits on page 1.

▼ What You Are Not Covered For:

The **underwriter** will not pay for the following in addition to the general exclusions on pages 7 & 8 in connection with claims made under Section I:

- the **excess** as shown in the Schedule of Benefits on page 1
- any loss or theft of **money** if **you** have not notified the Police within 24 hours of its discovery and obtained a written report, which includes the crime reference number
- any claim, if the loss or theft occurs during a journey or whilst in the custody of an airline or other carrier, and **you** have not notified the carrier or their handling agent of the incident and obtained an official report or a Property Irregularity Report (PIR)
- any loss, if **you** have not taken reasonable steps to prevent a loss happening
- loss or theft of **money** that is:

- not on **your** person; or
- not deposited in a safe, safety deposit box or similar locked fixed container in **your trip** accommodation
- loss or theft of travellers cheques, if the issuer provides a replacement service
- depreciation in value, currency changes, shortage caused by any error or omission, loss or damage arising from delay, seizure, confiscation or detention by Customs or other officials.

SECTION J1 & J2 – TRAVEL DELAY AND HOLIDAY ABANDONMENT

▲ What You Are Covered For:

J1 Travel Delay

The **underwriter** will pay **you** the amount shown in the Schedule of Benefits on page 1, if **your** planned:

- First outward flight, rail, coach or sea **trip** on **your** scheduled departure, or
- Final outward flight, rail, coach or sea **trip** on **your** scheduled return is delayed for 12 hours or more, as a direct result of:
 - strike or industrial action.
 - adverse weather conditions.
 - mechanical breakdown or derangement of such aircraft, sea vessel or train.

J2 Holiday abandonment

The **underwriter** will pay, up to the amount shown in the Schedule of Benefits on page 1, for travel and accommodation expenses which **you** have paid or have contracted to pay and which **you** cannot recover from any source, if **your** holiday or journey is necessarily cancelled following a delay of 24 hours or more from the scheduled departure time.

▼ What You Are Not Covered For:

The **underwriter** will not pay the following in addition to the general exclusions on pages 7 & 8 in connection with claims made under Section J1 & J2:

- the **excess** as shown in the Schedule of Benefits on page 1
- any compensation if **you** have not got written confirmation from the airline, railway or shipping company or their handling agents, which shows the reason for the delay or cancellation of **your** holiday, the scheduled departure time and the actual departure time of **your** flight, rail journey or sailing, if applicable
- any delay which is due to strike or industrial action which had started or was announced before **you** took out this **policy**
- compensation under both the 'Travel Delay' and 'Holiday Abandonment' sections of this **policy**
- any claims arising directly or indirectly from the delay of travel arrangements in any way caused or contributed to by or on the order of any government, public or local authority including but not limited to any civil or federal aviation authority
- **your** failure to check-in according to the itinerary supplied to **you**.

SECTION K – TRAVEL DISRUPTION

▲ What You Are Covered For:

If Ryanair or its authorised agent advise **you** that **your** first or final outward flight is cancelled, due to the flight being delayed for in excess of four hours, the **underwriter** will pay **you**, up to the amount

shown on the Schedule of Benefits on page 1, for any travel and subsequent accommodation expenses

you incur in purchasing alternative transport, either by air, sea, rail or road, to complete this particular **trip**.

▼ What You Are Not Covered For:

The **underwriter** will not pay for the following in addition to the general exclusions on pages 7 & 8 in connection with claims made under Section K:

- Any compensation if **you** have not got written confirmation from Ryanair or its authorised agent, which shows the reason for the delay, the scheduled departure time, the expected duration of the delay of **your** flight or full details of any refund given in respect of an unused flight
 - Any compensation if **you** have chosen to use the flight ticket, relating to the first or final outward flight that has been cancelled, at a later date for a totally separate **trip**
 - Any delay which is due to strike or industrial action which had started or was announced before **you** took out this **policy**
 - Any compensation for a flight cancellation, which is not due to a delay of in excess of four hours
 - Compensation under both the "Travel Delay", "Travel Disruption" and "Holiday Abandonment" sections of this **policy**
 - **Your** failure to check-in according to the itinerary supplied to **you**
- Any compensation which is payable under this section of cover, will take into account any refund **you** have received from Ryanair or its authorised agent in respect of any unused flight.

SECTION L – MISSED DEPARTURE

▲ What You Are Covered For:

The **underwriter** will pay **you**, up to the amount shown in the Schedule of Benefits on page 1, for reasonable additional accommodation and travel expenses, if **you** arrive at:

- **your** last departure point from the UK or Republic of Ireland, or the country in which **you** are temporarily residing, or
- the last departure point for **your** return journey to the UK or the country in which **you** are temporarily residing,

too late to board **your** booked flight, train or sailing, as a result of the following:

- Scheduled **public transport** services failing to get **you** to **your** destination in time due to strike, industrial action, adverse weather conditions or mechanical breakdown, or
- The private motor vehicle in which **you** are travelling suffering from mechanical breakdown or failure, or
- The private motor vehicle in which **you** are travelling being directly involved in a road traffic **accident**, which resulted in mechanical breakdown or failure.

▼ What You Are Not Covered For:

The **underwriter** will not pay for the following in addition to the general exclusions on pages 7 & 8 in connection with claims made under Section L:

- the **excess** as shown in the Schedule of Benefits on page 1
- any upgrade in accommodation
- any claim arising as a result of **you** not having taken reasonable steps to complete the journey to the departure point on time
- any claim, if the adverse weather, strike or industrial action was in existence or publicly declared before **you** started **your** journey to the departure point
- any claim in respect of mechanical breakdown or failure, if **your** private motor vehicle, has not been properly serviced and maintained
- any repair costs to **your** private motor vehicle
- any claims for vehicle breakdown or failure, which are not substantiated by a written report from a rescue service or garage
- any claim arising from missed connecting flights.

SECTION M – AIRLINE SEAT BUMPING

▲ What You Are Covered For:

If **you** are unable to travel on **your** pre-booked flight with Ryanair because Ryanair have over booked the flight, the **underwriter** will pay **you** the amount shown in the Schedule of Benefits on page 1

▼ What You Are Not Covered For:

The **underwriter** will not pay for the following in addition to the general exclusions on pages 7 & 8 in connection with claims made under Section M:

- Any compensation if the seat bumping was not involuntary
- Any compensation if **you** have not got written confirmation from Ryanair or its authorised agent, which confirms **your** inability to travel as a result of Ryanair over booking the flight and gives details of any compensation **you** have received from Ryanair or its authorised agent.

Any compensation which is payable under this section of cover will take into account any compensation **you** have received from Ryanair or its authorised agent.

SECTION N – PERSONAL ACCIDENT

▲ What You Are Covered For:

The **underwriter** will pay **you** or **your** estate a lump sum, as shown in the Schedule of Benefits on page 1, if **you** suffer bodily injury as a result of an **accident** during **your trip** which causes:

- your** death, or
- permanent loss of one or more limbs by physical separation at or above the wrist or ankle, or
- permanent loss of all sight in one or both eyes, or
- permanent total disablement**.

▼ What You Are Not Covered For:

The **underwriter** will not pay for the following in addition to the general exclusions on pages 7 & 8 in connection with claims made under Section N:

- any benefit where **your** death, injury or loss does not occur within 180 days of the **accident**
- any benefit if **you** cannot prove to the **underwriter** that the **permanent total disablement** has continued for 12 months from the date of the injury and in all probability will continue for the remainder of **your** life
- more than one lump sum under this section.
- any claim for permanent total disability if at the date of accident **you** are over the statutory age of retirement and not in full time employment.
- any claim arising directly or indirectly from the contracting of any disease or illness.
- any claim arising directly or indirectly from the injection or ingestion of any substance.
- any claim arising from any event, which exacerbates a previously existing bodily injury.
- any claim not certified by an independent **medical practitioner**
- compensation shall not be payable under more than one of items 1, 2, 3 or 4 in respect of the same accident, and the payment under any one item shall terminate our liability under this section of the **policy**.

SECTION O – PERSONAL LIABILITY

▲ What You Are Covered For:

The **underwriter** will pay for **your** legal liability inclusive of all associated legal fees and costs, in total up to the amount shown in the Schedule of Benefits on page 1, for any event which relates to an incident caused by **you** during the **trip** or one way **trip**, which results in:

- injury, illness or disease to another person
- loss or damage to property which does not belong to **you**, any member of **your** family or anyone in **your** service and is not in the custody, control or care of **you**, any member of **your** family or anyone in **your** service.

▼ What You Are Not Covered For:

The **underwriter** will not pay for the following in addition to the general exclusions on pages 7 & 8 in connection with claims made under Section O:

- the **excess** as shown in the Schedule of Benefits on page 1
- claims arising directly or indirectly from, happening through or in consequence of:
 - the first £200 of each and every claim in respect of loss or damage to temporary **holiday** accommodation
 - **bodily injury** or disease to any person who, at the time of sustaining such injury or disease, is engaged in **your** service or to any member of **your** family or anyone **you** are travelling with
 - damage to property belonging to, or in the care, custody or control of **you** or a member of **your** family or a person in **your** service
 - any liability arising out of or incidental to any profession, occupation or business
 - any liability which has been assumed under contract and would not otherwise have attached
 - any liability, injury, loss or damage arising directly or indirectly from or due to ownership, possession or use of any motorised or mechanical vehicles including any attached trailers or caravans, any aircraft (whatsoever), any watercraft or vessel (other than manually propelled watercraft or vessel) or any other form or motorised leisure equipment
 - any liability arising out of ownership, occupation, possession, or use of any land or building (other than occupation only of any temporary residence)
 - any liability, injury, loss or damage arising directly or indirectly from or due to ownership, possession or use of any firearms or weapons of any kind
 - any liability arising in respect of any willful or criminal act or assault
 - any liability, injury, loss or damage arising directly or indirectly from or due to any animals belonging to **you** or in **your** care, custody or control
 - participant to participant liability in respect of sporting activities.

SECTION P – LEGAL EXPENSES

▲ What You Are Covered For:

The **underwriter** will pay, up to the amount shown in the Schedule of Benefits on page 1, for legal costs and expenses incurred in pursuing legal proceedings against third parties for compensation and damages arising from or out of **your** death, **serious illness** or personal **accident** during **your trip**.

Conditions Applicable to Section P

We will have complete control over the appointment of any solicitor(s) acting on **your** behalf and of any legal proceedings.

We will be entitled to repayment of any amounts paid under this section in the event that **you** are awarded legal costs as part of any judgement.

▼ What You Are Not Covered For:

The **underwriter** will not pay for the following in addition to the general exclusions on pages 7 & 8 in connection with claims made under Section P:

- the **excess** as shown in the Schedule of Benefits on page 1
- any costs or expenses which have been incurred without prior approval of the **underwriter**
- any claim where the **underwriter** considers **your** prospect of success in achieving a reasonable benefit to be insufficient
- any claim emerging from the pursuance to a contingent fee agreement between **you** and **your** counsel
- any claim for travel and accommodation expenses which **you** have incurred whilst pursuing legal action

- any claim arising from **you** pursuing legal proceedings as part of and (or) on behalf of a group or organisation
- any claim for legal costs where **you** are pursuing a legal action against Ryanair, the **underwriter**, Acumus Insurance Solutions Limited, Primary Assist or any other Primary Group Company
- any claim against any member of **your** family or travelling companion.
- any claim for legal costs where **you** are pursuing legal action relating directly or indirectly to medical negligence or alleged medical negligence

SECTION Q – GOLF EQUIPMENT

▲ What You Are Covered For:

The **underwriter** will pay, up to the amount shown in the Schedule of Benefits on page 1, for accidental loss, theft of or damage, within Europe, to **golf equipment** which **you** own.

▼ What You Are Not Covered For:

The **underwriter** will not pay for the following in addition to the general exclusions on pages 7 & 8 in connection with claims made under section Q:

- the **excess** as shown in the Schedule of Benefits on page 1
- more than £50, or equivalent in Euros per **single item**, up to a maximum of £200, or equivalent in Euros, in total for any one claim, if **you** are unable to provide the original receipt, proof of purchase or an insurance valuation which was obtained prior to the loss
- golf equipment** which is over five years old
- any claim for loss or theft of **golf equipment** if **you** have not notified the police within 24 hours of its discovery and obtained a written report, which includes the crime reference number
- any claim, if the loss or theft occurs during a journey or whilst in the custody of an airline or other carrier, and **you** have not notified the carrier or their handling agent of the incident and obtained an official report or a Property Irregularity Report (PIR)
- claims arising from delay, detention, seizure or confiscation by Customs or other officials
- claims for loss, theft or damage to anything being shipped as freight or under a Bill of Lading
- damage to, or loss or theft of **golf equipment**, which is being carried on a vehicle roof rack
- damage to, or loss or theft of **golf equipment**, if it has been left:
 - unattended in a place to which the public have access; or
 - left in an unattended motor vehicle; or
 - in the custody of a person who does not have an official responsibility for the safekeeping of the property.
- damage to, or loss or theft of **golf equipment**, if the incident occurs outside of Europe.

SECTION R – GOLF EQUIPMENT HIRE

▲ What You Are Covered For:

If **your own golf equipment** is:

- lost, stolen or damaged; or
- misdirected or delayed in transit by more than 24 hours

the **underwriter** will pay for the cost of hiring **you** the necessary **golf equipment** for each 24 hour period **you** are without **your own** golf equipment, up to the amount shown in the Schedule of Benefits on page 1.

▼ What You Are Not Covered For:

The **underwriter** will not pay for the following in addition to the general exclusions on pages 7 & 8 in connection with claims made under section R:

- any claim for loss or theft of **your own golf equipment** if **you** have not notified the police within 24 hours of its discovery and obtained a written report, which includes the crime reference number
- any claim, if the loss or theft of **your own golf equipment** occurs during a journey or whilst in the custody of an airline or other carrier, and **you** have not notified the carrier or their handling agent of the incident and obtained an official report or a Property Irregularity Report (PIR)
- claims arising from **your own golf equipment** being delayed, detained, seized or confiscated by Customs or other officials
- claims following loss or theft of, or damage to **your own golf equipment** whilst being shipped as freight or under a Bill of Lading
- damage to, or loss or theft of **your own golf equipment**, which is being carried on a vehicle roof rack
- damage to, or loss or theft of **your own golf equipment**, if it has been left:
 - unattended in a place to which the public have access; or
 - left in an unattended motor vehicle; or
 - in the custody of a person who does not have an official responsibility for the safekeeping of the property.
- Any claim if the incident which resulted in damage to, or loss or theft of **your own golf equipment**, occurs outside of Europe.

SECTION S – NON-REFUNDABLE GOLFING FEES

▲ What You Are Covered For:

The **underwriter** will pay **you**, up to the amount shown in the Schedule of Benefits on page 1, the proportionate value of any non refundable:

- pre-paid green fees; or
- golf equipment hire fees; or
- tuition hire fees which are not used due to:
- you** being involved in an accident; or
- your** sickness.

▼ What You Are Not Covered For:

The **underwriter** will not pay for the following in addition to the general exclusions on pages 7 & 8 in connection with claims made under section S:

- claims arising directly or indirectly as a result of **your pre-existing medical condition**.
- claims arising from a medical condition which is not substantiated by a report from the treating doctor confirming your inability to play golf.
- Any claim if your trip is outside of Europe.

e **wintersports** cover or have an inclusive annual multi **trip policy** and the cover is shown on **your certificate**, cover Sections T - X inclusive apply:

WINTERSPORTS COVER

SECTION T – SKI EQUIPMENT

▲ What You Are Covered For:

The **underwriter** will pay, up to the amount shown in the Schedule of Benefits on page 1, for **accidental** loss, theft of or damage to **ski equipment**, which is owned or hired by **you**. If **you** own the **ski equipment**, the **underwriter** will take off the following amounts for wear and tear:

AGE OF SKI EQUIPMENT

Up to 1 year old
1 to 2 years old
2 to 3 years old
3 to 4 years old
4 to 5 years old
Over 5 years old

DEDUCTION

10% of purchase price
30% of purchase price
50% of purchase price
70% of purchase price
80% of purchase price
No cover

▼ What You Are Not Covered For:

The **underwriter** will not pay for the following in addition to the general exclusions on pages 7 & 8 in connection with claims made under Section T:

- the **excess** as shown in the Schedule of Benefits on page 1

- claims for **ski equipment** which is owned by **you**, if it is over five years old
- more than **your** liability for the loss or damage to any hired **ski equipment**
- any claim for loss or theft of **ski equipment**, if **you** have not notified the Police within 24 hours of its discovery and obtained a written report, which includes the crime reference number
- any claim, if the loss or theft occurs during a journey or whilst in the custody of an airline or other carrier, and **you** have not notified the carrier or their handling agent of the incident and obtained an official report or a Property Irregularity Report (PIR)
- more than £50, or equivalent in Euros, per **single item**, up to a maximum of £200, or equivalent in Euros, in total for any one claim, if **you** are unable to provide the original receipt, proof of purchase or an insurance valuation which was obtained prior to the loss
- claims arising from delay, detention, seizure or confiscation by Customs or other officials
- claims for loss, theft or damage to anything being shipped as freight or under a Bill of Lading
- damage to, or loss or theft of **ski equipment**, if it has been left:
 - unattended in a place to which the public have access; or
 - left in an unattended motor vehicle; or
 - in the custody of a person who does not have an official responsibility for the safekeeping of the property.

SECTION U – SKI HIRE

▲ What You Are Covered For:

If **your own ski equipment** is:

- lost, stolen or damaged; or
- misdirected or delayed in transit by more than 12 hours

the **underwriter** will pay for the cost of hiring **you** the necessary **ski equipment** for each 24 hour period **you** are without **your own ski equipment**, up to the amount shown in the Schedule of Benefits on page 1.

▼ What You Are Not Covered For:

The **underwriter** will not pay for the following in addition to the general exclusions on pages 7 & 8 in connection with claims made under Section U:

- any claim for loss or theft of **your own ski equipment** if **you** have not notified the Police within 24 hours of its discovery and obtained a written report, which includes the crime reference number
- any claim, if the loss or theft of **your own ski equipment** occurs during a journey or whilst in the custody of an airline or other carrier, and **you** have not notified the carrier or their handling agent of the incident and obtained an official report or a Property Irregularity Report (PIR)
- claims arising from **your own ski equipment** being delayed, detained, seized or confiscated by Customs or other officials
- claims for loss or theft of, or damage to **your own ski equipment**, whilst being shipped as freight or under a Bill of Lading
- damage to, or loss or theft of **your ski equipment**, if it has been left:
 - unattended in a place to which the public have access; or
 - in an unattended motor vehicle; or
 - in the custody of a person who does not have an official responsibility for the safekeeping of the property.

SECTION V – SKI PACK

▲ What You Are Covered For:

If **you** are unable to use **your** ski pass, tuition or ski hire due to:

- being involved in an **accident**; or
- your** sickness when substantiated by a **medical practitioner**; or
- the loss or theft of **your** ski pass

the **underwriter** will pay **you**, up to the amount shown in the Schedule of Benefits on page 1, for the proportionate value of any unused ski pass, ski hire or tuition fee.

▼ What You Are Not Covered For:

The **underwriter** will not pay for the following in addition to the general exclusions on pages 7 & 8 in connection with claims made under Section V:

- any claim, if the loss or theft of **your** ski pass is not notified to the Police within 24 hours of its discovery and **you** have obtained a written report, which includes the crime reference number.
- any claim, if the loss or theft occurs during a journey or whilst in the custody of an airline or other carrier, and **you** have not notified the carrier or their handling agent of the incident and obtained an official report or a Property Irregularity Report (PIR)
- loss or theft of **your** ski pass, if it was left:
 - unattended in a place to which the public have access; or
 - in an unattended motor vehicle; or
 - in the custody of a person who does not have an official responsibility for the safekeeping of the property
- claims arising directly or indirectly as a result of **your pre-existing medical condition**.
- claims arising from a medical condition which is not substantiated by a report from the treating doctor, confirming **your** inability to ski
- claims for loss of enjoyment, however caused.

SECTION W – PISTE CLOSURE

▲ What You Are Covered For:

The **underwriter** will pay a benefit, as shown in the Schedule of Benefits on page 1, if **you** are unable to ski for a continuous period in excess of 12 hours, due to a lack of snowfall or adverse weather conditions during the months of December to March inclusive, at **your** pre-booked **wintersports** resort.

▼ What You Are Not Covered For:

The **underwriter** will not pay for the following in addition to the general exclusions on pages 7 & 8 in connection with claims made under Section W:

- any benefit, if **you** are not skiing in a pre-booked **wintersports** resort which is 1,000m above sea level
- any benefit, if **you** are unable to provide a report from the resort management substantiating **your** claim
- any benefit, if an alternative resort is available
- any benefit, if the piste closure was in existence prior to **your** arrival in **your** pre-booked **wintersports** resort
- claims for loss of enjoyment, however caused
- any benefit in respect to a UK holiday
- any benefit if **you** were aware of or it was publicly known there was likely to be a lack of snow at the time of taking out this insurance.

SECTION X – DELAY DUE TO AVALANCHE

▲ What You Are Covered For:

If **your** outward or return journey is delayed by at least 12 hours beyond the scheduled departure time as a direct result of an avalanche in **your** pre-booked **wintersports** resort, the **underwriter** will pay **you** an amount, as shown in the Schedule of Benefits on page 1, for additional travel and accommodation expenses.

▼ What You Are Not Covered For:

The **underwriter** will not pay for the following in addition to the general exclusions on pages 7 & 8 in connection with claims made under Section X:

- the **excess** as shown in the Schedule of Benefits on page 1
- any claim, if **you** are unable to provide a report from the resort management substantiating **your** claim
- compensation under Sections J1, J2 and L.

BUSINESS COVER

If **you** have paid the additional premium to include business cover and the cover is shown on **your** **certificate**, cover Sections Y - Z inclusive apply:

SECTION Y1 – BUSINESS EQUIPMENT

▲ What You Are Covered For:

(a) Business equipment

The **underwriter** will pay, up to the amount shown in the Schedule of Benefits on page 1, for **accidental** loss, theft of or damage to **your** **business equipment**.

Following this **accidental** loss, theft or damage to **your** **business equipment**, the **underwriter** will also pay for any emergency courier expenses **you** have incurred, in obtaining any **business equipment**, which is essential to **your** intended business itinerary, up to the amount shown in the Schedule of Benefits on page 1.

(b) Business equipment delay

The **underwriter** will pay for the hire or purchase of essential items, up to the amount shown in the Schedule of Benefits on **your** **certificate**, if **your** **business equipment** is delayed or lost in transit on **your** outward journey for more than 24 hours.

▼ What You Are Not Covered For:

The **underwriter** will not pay for the following in addition to the general exclusions on pages 7 & 8 in connection with claims made under section Y1:

- the **excess** as shown in the Schedule of Benefits on page 1.
- any claim for £50 per single item, up to a maximum of £200 in total for any one claim, if **you** are unable to provide the original receipt, proof of purchase or an insurance valuation which was obtained prior to the loss
- claims for theft of **your** **business equipment**, if **you** have not notified the Police within 24 hours of its discovery and obtained a written report, which includes the crime reference number
- any claim if the loss, damage or theft occurs during a journey and **you** have not notified the carrier of the incident and obtained an official report or a Property Irregularity Report (PIR)
- any claim if the loss, damage or theft occurs whilst in the custody of an airline or other carrier
- wear, tear, or depreciation
- loss, theft or damage arising from the delay, detention, seizure or confiscation by Customs or other officials
- damage caused by the leakage of powder or liquid carried with **your** **business equipment**.
- any breakage of fragile articles, unless the breakage is caused by fire or an **accident** involving the vehicle in which **you** are being carried
- damage to, or loss or theft of **your** **business equipment**, if it has been left:
 - unattended, in a place to which the public have access; or
 - in the custody of a person who does not have an official responsibility for the safekeeping of the property; or
 - in an unattended motor vehicle
- loss, theft or damage to anything being shipped as freight or under a Bill of Lading
- any claim for **business equipment** delay, if **you** cannot supply receipts for the essential items purchased and written confirmation from the carrier as to the length of delay.

SECTION Y2 - BUSINESS EQUIPMENT HIRE

▲ What You Are Covered For:

If **your** **business equipment** is:

- lost, stolen or damaged; or
- misdirected or delayed in transit by more than 12 hours the **underwriter** will pay for the cost of hiring **you** the necessary **business equipment** for each 24 hour period **you** are without **your** **business equipment**, up to the amount shown in the Schedule of Benefits on page 1.

▼ What You Are Not Covered For:

The **underwriter** will not pay for the following in addition to the general exclusions on pages 7 & 8 in connection with claims made under section Y2:

- the **excess** as shown in the Schedule of Benefits on page 1
- any claim for loss or theft of **your** own **business equipment** if **you** have not notified the Police within 24 hours of its discovery and obtained a written report, which includes the crime reference number
- any claim if the loss, damage or theft of **your** own **business equipment** occurs during a journey and **you** have not notified the carrier of the incident and obtained an official report or a Property Irregularity Report (PIR)
- any claim if the loss, damage or theft of **your** own **business equipment** occurs whilst in the custody of an airline or other carrier
- claims arising from **your** own **business equipment** being delayed, detained, seized or confiscated by Customs or other officials
- claims following loss or theft of, or damage to **your** own **business equipment** whilst being shipped as freight or under a Bill of Lading
- damage to, or loss or theft of **your** own **business equipment**, which is being carried on a vehicle roof rack
- damage to, or loss or theft of **your** own **business equipment**, if it has been left:
 - unattended in a place to which the public have access; or
 - in an unattended motor vehicle; or
 - in the custody of a person who does not have an official responsibility for the safekeeping of the property.

SECTION Y3 - BUSINESS MONEY

▲ What You Are Covered For:

The **underwriter** will pay for the loss or theft of **your** **business money** and travellers cheques during **your** **trip**, up to the amount shown in the Schedule of Benefits on page 1.

▼ What You Are Not Covered For:

The **underwriter** will not pay for the following in addition to the general exclusions on pages 7 & 8 in connection with claims made under section Y3:

- the **excess** as shown in the Schedule of Benefits on page 1
- any loss or theft of **business money**, if **you** have not notified the Police within 24 hours of its discovery and obtained a written report, which includes the crime reference number
- any claim if the loss or theft occurs during a journey and **you** have not notified the carrier of the incident and obtained an official report or a Property Irregularity Report (PIR)
- any claim if the loss or theft occurs whilst in the custody of an airline or other carrier.
- any loss, if **you** have not taken reasonable steps to prevent a loss happening
- loss or theft of **business money** that is:
 - not on **your** person; or
 - not deposited in a safe, safety deposit box or similar locked fixed container in **your** **trip**

accommodation

- loss or theft of **business money** that does not belong to:
 - **your** employer; or
 - **you**, if **you** are self employed
- loss or theft of travellers cheques, if the issuer provides a replacement service
- depreciation in value, currency changes or shortage caused by any error or omission
- loss or damage arising from delay, seizure, confiscation or detention by Customs or other officials.

SECTION Z - ADDITIONAL PERSONAL ACCIDENT

▲ What You Are Covered For:

The benefits provided under Section N – Personal Accident are multiplied by two when **you** are travelling on a pre-arranged business **trip** in which **your** transportation and accommodation have been paid for by **your** employer or **you**, if **you** are self-employed, and proof is provided that the primary purpose of the **trip** was the furtherance of **your** business. All other terms, conditions and exclusions apply as per Section N.

EXCLUSIONS WHICH APPLY TO ALL SECTIONS OF THE INSURANCE

The **underwriter** is not responsible for any claims arising:

1. from any claim where **you** have failed to disclose a **material fact**.
2. which are claims in any way caused or contributed to by:
 - i the failure of; or
 - ii the fear of the failure of; or
 - iii the inability ofany equipment or any computer programme to recognise, interpret correctly or process any date as its true calendar date or to continue to function correctly beyond that date (except claims under Sections, B, C and N).
3. which are directly or indirectly caused by, occasioned by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the claim:
 - **act of terrorism**; or
 - nuclear detonation, reaction, nuclear radiation or contamination, howsoever such nuclear detonation, reaction, nuclear radiation or radioactive contamination may have been caused; or
 - war, invasion or warlike operations (whether war be declared or not), hostile acts of sovereign or government entities, civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power or martial law or confiscation by order of any government or public authority; or
 - seizure or illegal occupation; or
 - confiscation, requisition, detention, legal or illegal occupation, embargo, quarantine, or any result of any order of public or government authority which deprives **you** of the use or value of **your** property, nor for loss or damage arising from acts of contraband or illegal transportation or illegal trade; or
 - discharge of pollutants or contaminants, which pollutants and contaminants shall include but not limited to any solid, liquid, gaseous or thermal irritant, contaminant or toxic or hazardous substance or any substance the presence, existence or release of which endangers or threatens to endanger the health, safety or welfare of persons or the environment; or
 - chemical or biological release or exposure of any kind; or
 - attacks by electronic means including computer hacking or the introduction of any form of computer virus; or
 - threat or hoax, in the absence of physical damage due to an **act of terrorism**; or
 - any action taken in controlling, preventing, suppressing or in any way relating to any **act of terrorism**.
4. from **you** travelling against Foreign Office advice or where it is deemed unsafe for **you** to travel.
5. from **you** travelling against any health requirements stipulated by the carrier, their handling agents or any other public transport provider.
6. from loss or destruction of, or damage to any property whatsoever, or any loss or expense whatsoever resulting in or arising therefrom, or any **consequential loss** or any legal liability of whatsoever nature, directly or indirectly caused by or contributed to, or arising from:
 - ionising radiation or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from burning of nuclear fuel, or
 - the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
7. from **you** engaging in any illegal or criminal act.
8. from any **consequential loss** whatsoever (claims shall only be paid for those losses which are specifically stated under the terms of this **policy**, except as provided in Section H, relating to loss of travel documents).
9. from any unlawful act or criminal proceedings against the **insured**, or any other person on whom the trip plans depend except this exclusion shall not apply in the event of **your** obligation to attend a Court of Law under subpoena as a witness, unless such obligation to attend falls within **your** occupational, professional or other similar capacity.
10. directly or indirectly out of **your** financial incapacity other than **redundancy**.
11. which, but for the existence of this **policy**, would be covered under any other:
 - insurance policy (policies), including any amounts recovered by **you** from private health insurance; or
 - EHIC payments; or
 - any reciprocal health agreements; or
 - airlines; or
 - hotels; or
 - **home** contents insurers; or
 - any other recovery by **you**, which is the basis of a claim.
12. from the tour operator, airline or any other company, firm or person either becoming insolvent or being unable to or unwilling to fulfil any part of their obligation.
13. from **your** death, injury or illness as a result of participating in:
 - any hazardous activity including but not limited to, racing (other than on foot), mountaineering with the use of ropes, pot holing, caving, hang gliding, micro lighting, parachuting, bungee jumping and motor racing.
 - **wintersports**, if **you** have not paid the additional premium before **your** **trip** departure or have an annual multi **trip** **policy** and it is shown on **your** **certificate**
 - any of the above, if **you** are receiving any personal financial reward or gain during the period of insurance, unless the **underwriter** has agreed to this and **you** have paid the appropriate additional premium.
14. from:
 - wilful, self inflicted injury or illness; or
 - committing or attempting to commit suicide; or

- wilful exposure to danger, except in an attempt to save a human life; or
 - solvent abuse; or
 - being under the influence of alcohol or drugs, except those prescribed by a registered Doctor and not those drugs prescribed for drug addiction; or
 - a failure to obtain any recommended vaccines, inoculations or medications prior to **your trip** departure; or
 - sexually transmitted diseases; or
 - Acquired Immune Deficiency syndrome (AIDS); or
 - HIV (Human Immunodeficiency Virus) and/or any HIV related illness and/or any mutant derivative of variations thereof.
15. from anxiety, stress or depression which result in in-patient treatment; except where previously undiagnosed at the time **you** took out this **policy**.
 16. from **you** entering into, exiting from an aircraft or descending from an aircraft; which is not a fully licensed passenger carrying aircraft; in which **you** are travelling as a passenger or a member of the crew for the purpose of undertaking any trade or technical operation therein or thereon.
 17. from **your** wilful exposure to peril. **You** must exercise reasonable care to prevent illness, injury or loss or damage to **your** property as if uninsured.
 18. directly or indirectly from **you** being engaged in any employment during **your trip**.
 19. which have not been proven and the amount of the claim substantiated.
 20. claims for loss of enjoyment, however caused.
 21. from **you** riding a motorcycle over 50cc.
 22. from any loss whereby any period of disability or loss whatsoever is increased through **your** own act or omission.
 23. a third party. No party other than **you** may claim benefit under the terms of this insurance.
 24. from any failure in provision of any part of the booked itinerary including error, omission, or default by the provider of any service forming part of the booked itinerary.

CONDITIONS WHICH APPLY TO YOUR WHOLE POLICY

- 1) All **material facts** must be disclosed to the **underwriter** at the time of taking out this **policy**. Failure to do so, may result in the **underwriter's** non-liability for claims. If **you** are in any doubt as to whether a fact is "material", then for **your** own protection, it should be disclosed. All information provided in purchasing this insurance, shall form the basis of the contract. **You** should keep a record (including copies of letters) of all information provided to **your** issuing agent for the purpose of entering into this contract.
- 2) **You** must be a **resident** of the UK or Republic of Ireland at the time of taking out this **policy** and intend to return to either the:
 - UK or Republic of Ireland, or
 - Country in which **you** are temporarily residing
within the **trip duration**, unless **you** have arranged a one-way **trip**.
- 3) The **underwriter** will not consider any claim where **you**:
 - have failed to disclose a **material fact**; or
 - have a **pre-existing medical condition**; or
 - are travelling against medical advice.
- 4) **We** will refund in full **your** premium if, within 14 days of the date of issue of the **certificate**, **you** decide it does not meet **your** needs, as long as **you** have not commenced **your trip**. No refund in premium will be given after this period, unless **you** have an annual multi **trip policy** and the **underwriter** is invoking the cancellation of that **policy**.
- 5) **You** or **your** legal representative's must provide the **underwriter** with all **certificates**, information and evidence they require and in the format they require.
- 6) **You** must, as often as required, agree to a medical examination on behalf of the **underwriter** at your expense.
- 7) In the event of **your** death, the **underwriter** shall be entitled to have a post-mortem examination at their own expense.
- 8) Any items which become the subject of a claim for damage, must be retained for the **underwriter's** inspection and shall be forwarded to their Agent's upon request at **your** or **your** legal personal representative's expense. All such items shall become the property of the **underwriter** following final settlement of the claim.
- 9) In the event of any occurrence which may give rise to a claim under this **policy**, **you** must take all reasonable steps to minimise any loss arising out of such a claim.
- 10) **You** must submit any claim to the **underwriter** within 31 days of the incident.
- 11) This insurance is non-transferable. No premium will be refunded, either in full or on a pro-rata basis, after the expiry of the money back guarantee.
- 12) This **certificate** shall be governed by and construed in accordance with the Law of England and Wales unless the **certificate** holder's habitual residence (in the case of an individual) or central administration and/or place of establishment is located in Scotland in which case the law of Scotland shall apply.
- 13) The **underwriter** may, at its own expense, take proceedings in **your** name to recover compensation or secure an indemnity from any third party in respect of any loss or damage covered by this insurance and any amount so recovered shall belong to the **underwriter**.
- 14) In the event that **you** recover, by any means, damages from any third party in respect of personal **accident** in the circumstances defined in Section J, all benefits paid to **you** under Section J shall be repaid to the **underwriter**.
- 15) If any fraudulent claim is made or if any fraudulent means or devices are used to obtain any benefit under this **policy**, all benefits thereunder and premiums paid shall be forfeited.
- 16) If at the time of loss, damage or liability covered under this **policy**, **you** have any other insurance or guarantee which covers the same loss, damage or liability, the **underwriter** will only pay a rateable share of the claim.

COMPLAINTS PROCEDURE

It is the intention to give **you** the best possible service but if **you** do have any questions or concerns about this **policy** or the handling of a claim **you** should in the first instance contact the Complaint's Officer. The contact details are:

Axa Assistance Services Europe Limited. Tel: +44 (0) 845 610 1430.

If **your** complaint is one of the few that cannot be resolved by this stage contact the Head of Customer Care in **your** preferred language, who will arrange for an investigation on behalf of the Chief Executive: AXA Travel Insurance, Customer Care Team, The Quadrangle, 106-118 Station Road, Redhill, Surrey, RH1 1PR. Or **you** may use email: customer.support@axa-travel-insurance.com.

For UK residents

If it is not possible to reach an agreement, you have the right to make an appeal to the Financial Ombudsman Service. This also applies if you are insured in a business capacity but have a group annual turnover of less than £1 million, or are a charity with an annual income of less than £1 million, or are a trustee of a trust with a net asset value of less than £1 million. You may contact the Financial Ombudsman Service at:

Financial Ombudsman Service,
South Quay Plaza,
83 Marsh Wall,
Docklands, London,
E14 9SR.
Tel: 0845 080 1800

Your statutory rights are not affected if you choose to follow any of the complaints procedures above. For further information about your statutory rights contact your local authority Trading Standards Service or Citizens Advice Bureau.

For ROI residents

If you are not satisfied with Inter Partner Assistance's final response, you have the right to refer your complaint to an independent authority for consideration.

Your complaint should be referred to:

Financial Services Ombudsman
Financial Services Ombudsman Bureau
3rd Floor
Lincoln House
Lincoln Place
Dublin 2
Lo-call: 1890 882090
Tel: 01 6620899
Fax: 01 6620890
Email: enquiries@financialombudsman.ie
Web: www.financialombudsman.ie

Your statutory rights are not affected if you choose to follow the complaints procedure above. For further information about your statutory rights contact your local authority Trading Standards Service or Citizen Advice Bureau.

COMPENSATION SCHEME

We are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 100% of the first £2,000 and 90% of the remainder of the claim. **You** can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk.

DATA PROTECTION ACT 1998

Please note that any information provided to **us** will be processed by **us** and **our** agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. **We** may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area.