

Single Trip and
Annual Multi Trip
**Travel Insurance
Certificate**

Single Trip and Annual Multi Trip Travel Insurance

This is to certify that in accordance with the authorisation granted under contract B1058 issued to the undersigned by certain Underwriters at Lloyd's and authorised Insurers whose definitive numbers and/or proportions written by them (which will be supplied upon application) can be ascertained by reference to the contract, hereby agree to compensate or indemnify any Insured Person named in **the Schedule** according to the Table of Benefits, each Insured Person being deemed (except where otherwise stated) a separate insurance for the purposes of said terms, conditions, limitations, exclusions and declaration. Underwriters are hereby bound severally and not jointly, each for his own part and not for one another, their Heirs, Executors and Administrators

Payment shall only be made under any Section of this Insurance following the occurrence of an insured contingency resulting in loss, damage, injury or illness sustained by, or a claim made against **you** arising out of, or in the course of a **Covered Trip** subject to the terms, conditions, limitations and exclusions contained herein or endorsed hereon.

The parties to the Insurance are **you** and **us** and any person or company who is not a party to this Insurance has no right under the Contract (Rights of Third Parties) Act 1999. This does not affect any right or remedy of a third party that exists or is available apart from that Act.



Mike Bottle, Managing Director, Axiom Underwriting

for and on behalf of certain Underwriters at Lloyd's and authorised insurers

Important Notes

RIGHT TO CANCEL

You will for a period of 14 days from the date you receive your documentation, have a right to cancel this insurance and receive a refund. This refund will be subject to a charge for the period of cover you have received, plus our reasonable administration charges. To exercise your right to cancel you must contact your intermediary or broker.

RECIPROCAL HEALTH AGREEMENT

If you are travelling within the European Union you are strongly advised to obtain a European Health Insurance Card (EHIC) before you leave. This will entitle you to benefit from the reciprocal health arrangements which exist between European Union countries. In the event of us accepting liability for a medical expense claim which has been reduced by the use of a EHIC we will not apply an excess to your claim.

EXCESS

Under most Sections of this Insurance, claims will be subject to an excess. This means that you will be responsible for paying part of your claim. The amount you have to pay is the excess.

RECREATIONAL ACTIVITIES

This Insurance may not cover you when you take part in certain sports or activities where there is a high risk of injury. You must check that the Insurance covers your requirements.

ACTIVITIES AUTOMATICALLY COVERED

This insurance provides automatic cover for the following activities during a Covered Trip provided that you are not participating in competitions and/or sports tours:

archery, angling, athletics, badminton, banana boating, baseball, basketball, body boarding, bowls, camping, cricket, croquet, cycling (excluding touring and racing), football, golf, gymnastics, handball, hill walking (not involving ropes/guides), hiking, jet skiing (excluding liability), jogging, marathon running, motor cycling (up to 50cc), mountain biking (excluding stunts/racing), orienteering, netball, parascending (over water only), pony trekking, kayaking, canoeing or white water rafting up to grade 3 (inland waters only and provided under the control of an officially licensed outdoor pursuits organisation), rambling, racquetball, roller skating, rounders, rowing (inland waters only), safari (provided an organised excursion with a tour operator), scuba diving to a depth of 30 metres (provided you hold a recognised diving qualification and are accompanied by a fellow certificated diver), shooting (excluding hunting), snorkelling/skin diving, skate boarding, softball, squash, surfing, swimming, table tennis, ten pin bowling, tennis, trekking (maximum 3,000m), trampolining, volleyball, water polo, water skiing (excluding jumping), yachting, boating or windsurfing in inland or coastal waters (12 mile limit and excluding liability).

No other sports or activities will be covered unless specifically agreed by us and the Schedule endorsed accordingly.

RECREATIONAL ACTIVITIES EXTENSION (available at an Additional Premium)

You may extend this Insurance to cover you whilst participating in the activities listed below during a Covered Trip, subject to payment of an Additional Premium. Cover will only be operative if agreed in advance by us and the Recreational Activities Extension stated in the Schedule as being included. You must contact your intermediary or broker for further details:

abseiling, american football, ballooning, cycling touring, fencing, go-karting, hockey, horse riding (excluding hunting/show jumping/eventing), judo, lacrosse, martial arts, off road driving (excluding liability), paintballing, kayaking, canoeing or white water rafting grades 4 & 5 (inland waters only and provided under the control of an officially licensed outdoor pursuits organisation), rugby, weight lifting, wrestling.

This Extension will not apply if you are participating in competitions and/or sports tours.

No other sports or activities will be covered unless specifically agreed by us and the Schedule endorsed accordingly.

WINTER SPORTS EXTENSION (available at an Additional Premium)

You may extend this Insurance to cover you whilst participating in the Winter Sports activities listed below during a Covered Trip, subject to payment of an Additional Premium. Cover will only be operative if agreed in advance by us and the Winter Sports Extension stated in the Schedule as being included. You must contact your intermediary

or broker for further details:

dry slope skiing, alpine skiing, glacier skiing, snow skiing, snow boarding, langlauf/Nordic skiing, mono skiing, ski bobbing/ski doo, ice skating, ice hockey, curling and tobogganing, including such activities being undertaken off piste provided such activity is not undertaken alone and/or against local authoritative warning or advice.

No other Winter Sports will be covered unless specifically agreed by us and the Schedule endorsed accordingly.

In respect of this Extension, the following amendments apply to Sections B, E and F:

Section B is extended to indemnify you in respect of all irrecoverable deposits, advance payments and other charges paid or due to be paid by you to engage in Winter Sports whilst on a Covered Trip, such deposits, payments and other charges being only in respect of Winter Sports instruction, equipment hired or ski passes, up to a maximum Sum Insured of £750 per person, if a Covered Trip is cancelled or curtailed due to a cause covered under i)–v) of Section B.

The following Conditions are added to Section B:

Condition 1. You shall provide us with written confirmation by a registered qualified medical practitioner that you are unable to take part in Winter Sports by reason of accidental bodily injury or illness.

Condition 2. It is a condition precedent to our liability in respect of unused lessons, equipment hire or ski passes that:

- a) you shall have applied to the local service provider for a refund or for evidence of their refusal to refund.
- b) We are supplied with the unused ski passes and/or documented refusal of refund by the said service provider.

In addition to the Exclusions applicable to Section B, the following Exclusion shall apply:-

We shall not be liable for claims:

- a) for irrecoverable charges for the first 2 days cancellation of lessons, the loss of use of equipment hired or ski passes;
- b) solely due to adverse weather conditions of any kind.

Section E is extended to cover

i) Accidental loss of or damage (other than damage whilst in use) to winter sports equipment, including but not limited to skis, ski-bindings or ski-boots, owned by you, up to a maximum sum of £300 per person in respect of such equipment which is less than 5 years old, or up to a maximum sum of £50 per person for equipment more than 5 years old.

ii) Up to £20 for each 24 hour period it is necessary for you to hire replacement equipment in the event of the accidental loss of or damage (other than damage whilst in use) to your own winter sports equipment, up to a maximum of £200 in all.

The following Condition is added to Section E:

You shall at your own expense transport damaged skis or ski equipment back to your home address in the United Kingdom, so that it is available for our inspection or by our appointed representative.

Section F is extended to cover accidental loss of ski passes, up to a maximum Sum Insured of £100 per person.

All other terms, conditions and limitations remain unchanged.

Extensions of Cover

Cover under this Certificate is extended to include:

- i) a benefit of up to £25 per day, up to a maximum of £200 in all, in respect of expenses incurred by you in travelling to alternative resorts in the event that all pistes at your booked resort are closed due to lack of snow. Cover under this extension only applies for trips commencing after 20 December and ending before 31 March.
- ii) a benefit of up to £200 in respect of additional expenses incurred in the event that you are unavoidably delayed in departing from your booked resort as a direct result of adverse weather conditions.

The following Conditions apply to this Extension:

Condition 1. You must provide written confirmation of piste closure from your tour operator or resort management.

Condition 2. You must obtain from your tour operator or resort management confirmation of the delay and the reason for such delay.

EXCLUDED ACTIVITIES

This insurance will not cover you when you take part in any of the activities listed in General Exclusion 4 or any other sport or activity involving physical contact or a high risk of bodily injury. If you are in any doubt as to whether this Insurance meets your requirements, you must contact your intermediary or broker.

Definitions

we/us/our	means Certain Underwriters at Lloyd's and Authorised Insurers.
you	means The Insured Person/Persons named in the Schedule of Insurance.
The Schedule	means details of the Insured Person and insurance protection provided which forms part of this document of insurance. This document must be read in conjunction with the Schedule .
Proposal Form or Statement of Fact	means the proposal for insurance and declaration completed by you or on your behalf or a statement of fact upon which we have relied in entering into this contract. If there is any alteration to the facts shown in this form/statement you should tell your Insurance advisor.
Covered Trip	<p>(where single trip is indicated in the Schedule) shall mean a trip that takes place entirely during the period of Insurance and within the Geographical Limits specified in the Schedule. Such trip shall be deemed to commence from the time you leave your home or place of business in the United Kingdom, whichever the later, and shall end at the time you return to your home or place of business in the United Kingdom, whichever shall be the earlier.</p> <p><i>For the purposes of cover under Section B Cancellation and Curtailment, cover is deemed to be effective from the date that this Insurance has been issued.</i></p>
Covered Trip	<p>(where annual multi-trip is indicated in the Schedule) shall mean a trip of up to 60 days duration which takes place entirely during the period of Insurance (or continues into the next period of insurance if your contract is renewed with us and is in force at the time of any incident resulting in a claim) and within the Geographical Limits specified in the Schedule. Such trip shall be deemed to commence from the time you leave your home or place of business in the United Kingdom, whichever the later, and shall end at the time you return to your home or place of business in the United Kingdom, whichever shall be the earlier. Trips undertaken wholly within the United Kingdom will only be covered where there is a minimum of two nights pre-booked accommodation.</p> <p><i>A trip which exceeds 60 days duration shall NOT be deemed a Covered Trip.</i></p> <p><i>For the purposes of cover under Section B Cancellation and Curtailment, cover is deemed to be effective from the inception date of this Insurance or the date the Covered Trip is booked, whichever is the later.</i></p> <p><i>In the event of you receiving a terminal prognosis, all cover under this Insurance shall cease in respect of any future trip with the exception of the cancellation cover provided under Section B.</i></p>
Family Cover	<p>shall mean you, your husband, wife or Partner plus all your unmarried dependant children aged under 19 years at the inception of this Insurance (or under 23 if in full time education) all permanently residing at the same address in the United Kingdom.</p> <p>Unless cover has been specifically agreed in advance by us and endorsed accordingly in the Schedule, unmarried dependent children are only covered when travelling with you or your husband, wife or Partner.</p>
Immediate Relative	shall mean husband, wife, Partner , parent, parent-in-law, son or daughter-in-law, son or daughter, brother or sister, grandparents and grandchildren.
Partner	shall mean the person with whom you live at the same address and with whom you have a domestic relationship.
Hi-jack	shall mean the unlawful seizure or wrongful exercise of control of the aircraft or other conveyance of the crew thereof in which you are travelling as a passenger.
Jewellery and Valuables	shall mean items of gold, silver or other precious metals, watches, jewellery and semi-precious or precious stones, furs, curios, works of art, cameras and other photographic equipment, television and video equipment, mobile phones, telescopes, binoculars, computer equipment, games consoles and equipment, radios, cassette and compact disc players, personal audio equipment, laptops, personal organisers and electronic navigation equipment.
United Kingdom	shall mean England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

Terms & Conditions

Section A: Medical & Emergency Expenses

This Section reimburses you in respect of reasonable expenses necessarily incurred for medical, surgical, diagnostic or remedial treatment as a result of you falling ill or sustaining accidental bodily injury in the course of a **Covered Trip**, up to the amount of the Sum Insured stated in the Table of Benefits.

Expenses shall include:

i) the use of the emergency medical assistance service available on a 24 hour basis in the event of a serious medical emergency during the **Covered Trip** outside the **United Kingdom** involving you which may entail evacuation and/or repatriation to the **United Kingdom** or treatment abroad as a hospital in-patient;

The emergency assistance service can include, where necessary,

- a) making guarantees for the payment of hospital or doctor's fees, when appropriate
- b) giving multi lingual assistance
- c) arranging repatriation to the **United Kingdom** by air ambulance or scheduled air service and necessary escort by medical attendant
- d) making travel arrangements for other members of the party or next of kin
- e) on arrival in the **United Kingdom** organising an ambulance service to hospital or home.

In the event of a serious medical emergency, you must contact the emergency medical assistance service stated on the **Schedule** who will be solely responsible for all decisions on the most suitable, practical and reasonable solutions to any problem. Do not attempt to find your own solution and then expect us to reimburse you without prior authorisation from the emergency medical assistance service.

ii) those for reasonable travel, accommodation and repatriation necessarily incurred by your relative, friend, business associate or colleague who on medical advice is required to travel to, remain with or escort you;

iii) in the case of your death, either expenses incurred up to a maximum of £4,000 in all to transport the body or ashes to your home in the **United Kingdom** or funeral expenses incurred outside of the **United Kingdom** up to a maximum of £4,000 in all;

iv) reasonable additional expenses necessarily incurred by you as a result of the sudden death, serious injury or serious illness of your **Immediate Relative**, close business colleague or fiancé(e) in the **United Kingdom**;

v) reasonable additional expenses necessarily incurred as a result of the death, serious injury or serious illness of an accompanying Insured Person or the repatriation of such person consequent upon the death, serious injury or serious illness of your **Immediate Relative**, fiancé(e) or close business colleague;

vi) those for dental treatment but only for the emergency relief of pain to sound and natural teeth, up to a maximum of £1,000 in all;

vii) those for emergency optical treatment but only in respect of a condition resulting from accidental bodily injury sustained, or illness first manifesting itself, during the **Covered Trip**;

viii) inpatient hospital benefit of £20 per day for each complete 24 hour period spent by you in hospital as an in-patient, outside the **United Kingdom**, if you fall ill or sustain accidental bodily injury, up to a maximum of £1,000 in all.

EXCLUSIONS

We shall not be liable for expenses:

1. arising from any pre-existing defect, infirmity or condition for which you are receiving regular medical treatment, advice or consultation at the time of effecting this Insurance or at the commencement of the **Covered Trip**, whichever is the later;
2. incurred in the **United Kingdom**, or as a continuation of treatment already received outside the **United Kingdom** on a **Covered Trip**;
3. arising from childbirth, pregnancy or any medical complications resulting therefrom within 2 (two) calendar months of the expected date of delivery;

4. incurred more than 12 calendar months after completion of a **Covered Trip**;

5. arising from the treatment of alcoholism, alcohol abuse, drug abuse or from taking drugs not prescribed by a registered qualified medical practitioner. Expenses arising from taking drugs prescribed for the treatment of drug abuse or drug dependency are also excluded.

6. incurred in replenishing supplies of medication which were prescribed and supplied to you prior to the commencement of a **Covered Trip**.

Section B: Cancellation and Curtailment

We shall indemnify you in respect of all irrecoverable deposits, advance payments and other charges paid or due to be paid for travel and/or accommodation up to the Sum Insured stated in the Table of Benefits, in the event of your **Covered Trip** being necessarily cancelled or curtailed due to:

i) your death, accidental bodily injury or illness or the death, accidental bodily injury or illness of your **Immediate Relative**, fiancé(e) or close business colleague.

ii) the death, accidental bodily injury or sickness of any person with whom you had arranged to travel, reside or conduct business, or of the **Immediate Relative**, fiancé(e) or close business colleague of such person.

iii) you or any person with whom you had arranged to travel, reside or conduct business being:

- a) quarantined or called for witness or jury service
- b) made redundant (provided that such redundancy qualifies for payment under the **United Kingdom** Redundancy Payments Act)
- c) called for emergency duty as a member of the armed forces, the defence of civil administration, the police force or the fire, rescue, public utility or medical services
- d) required to be present at their home or place of business in the **United Kingdom** following burglary or major damage.

iv) the cancellation of scheduled or chartered transport services (including connecting publicly licensed transportation) caused by accident, strike, industrial action, **Hi-jack**, criminal act, bomb scare, riot, civil commotion, fire, flood, earthquake, landslide, avalanche, adverse weather conditions or mechanical breakdown, provided that the event giving rise to such cancellation occurs, or is only announced, after this Insurance is effected or the **Covered Trip** is booked, whichever the later.

v) major damage rendering uninhabitable the accommodation in which you had previously booked to reside during a **Covered Trip**.

This Section also covers reasonable additional travel and accommodation expenses up to a maximum of £500 incurred in meeting pre-booked overseas travel arrangements or reaching pre-booked accommodation overseas if at the start of the **Covered Trip** you miss your pre-booked international flight, rail journey or voyage from the **United Kingdom** due to any of the perils listed in (iv) of this Section which directly affects the progress of the conveyance in which you are travelling to the pre-arranged **United Kingdom** departure point.

EXTENSION OF COVER

(Applicable to annual multi-trip cover only)

For the purpose of Cancellation, **Covered Trip** shall be deemed to include trips booked during the period of Insurance which take place after (up to 30 days) the period of Insurance has expired.

EXCLUSIONS

We shall not be liable for claims resulting from:

1. childbirth, pregnancy or any medical complications resulting therefrom within 2 (two) calendar months of the expected date of delivery;
2. any condition or set of circumstances known to you at the time this Insurance was effected or at the time a **Covered Trip** was booked, whichever is the later, where such condition or set of circumstances could reasonably have been expected to give rise to the cancellation or curtailment of the **Covered Trip**;
3. lack of reasonable care over means of travel, route or departure time;
4. disinclination to travel.

Section C: Delayed Departure

In the event that transport services on which **you** have previously booked to travel are delayed due to the perils listed in Section B(iv) above, **we** shall indemnify **you** as follows:

i) In respect of the outward journey at commencement of a **Covered Trip**:

- a) up to the Sum Insured stated in the Table of Benefits for irrecoverable loss of travel and accommodation expenses paid or due to be paid should **you** opt to cancel a **Covered Trip** completely following a delay of 24 hours or more, less any amounts recoverable under Section B(iv) or
- b) £20 for the first completed 12 hour period of delay and £40 for each subsequent 12 hour period, up to a maximum of £180 in all.

ii) In respect of all subsequent journeys during a **Covered Trip**, £20 for each completed 12 hour period of delay, up to a maximum of £180 in all.

CONDITIONS & LIMITATIONS

1. **You** must obtain written confirmation from the carriers or their agents of the actual date and time of departure and the reasons for delay before a claim is considered under this Section.

2. Claims under this Section shall be calculated from the time of departure of the conveyance on which **you** were booked to travel, as specified in the booking confirmation.

EXTENSION OF COVER:

HI-JACK OF THE INSURED PERSON

In the event of your means of transportation being subjected to a **Hi-Jack** during a **Covered Trip** and **you** being detained as a result for a period in excess of 24 hours, **we** will pay the sum of £50 to **you** for each period of 24 hours of detention up to a maximum of 21 days.

In respect of this Extension of cover:

- i) Where single trip is indicated in **the Schedule** the period of Insurance and the Geographical Limits are deemed not to apply.
- ii) Where annual multi-trip is indicated in **the Schedule** the Geographical Limits and the 60 day trip limitation are deemed not to apply.

Section D: Personal Accident

We shall pay the Sum Insured stated in the Table of Benefits if in the course of a **Covered Trip**, **you** sustain bodily injury by accidental, visible and violent means which solely and independently of any other cause within 12 calendar months of the date of the accident results in **you** suffering:

- i) Death;
- ii) **Loss of** one or both **eyes**;
- iii) **Loss of**, or loss of use of one or more **Limbs**;
- iv) **Loss of** one or both eyes and one or more **Limbs**;
- v) **Permanent Total Disablement** as defined.

DEFINITIONS & LIMITATIONS

1. If **you** are aged 15 years or below at the date of the accident, the death benefit is limited to £2,500.
2. Benefit shall not be paid in respect of any one Insured Person under more than one of the benefits (i) to (v).
3. **Permanent Total Disablement** shall mean disablement which entirely prevents **you** from attending to your usual business or occupation (or from attending to any and every business or occupation if **you** are not in gainful employment at the date of the accident) and which lasts 12 consecutive calendar months and at the expiry of that period is beyond hope of improvement.
4. **Loss of Limb** shall mean permanent loss by physical separation of a hand at or above the wrist or a foot at or above the ankle and includes total and irrecoverable loss of use of hand, arm or leg.
5. **Loss of an eye** shall mean total and irrecoverable loss of sight of the eye.

EXCLUSIONS

This Section does not cover death or disablement in any way caused or contributed to by or resulting from alcoholism, alcohol abuse, drug abuse nor from taking drugs not prescribed by a registered qualified medical practitioner, nor from taking drugs prescribed for the treatment of drug abuse or drug dependency.

Section E: Baggage & Personal Effects

In the event of **you**:

- i) suffering loss of or damage to baggage and/or personal effects including **Jewellery and Valuables** whilst on a **Covered Trip**, **we** shall indemnify **you** in respect of such loss or damage up to the Sum Insured stated in the Table of Benefits
- ii) being temporarily deprived of your baggage and/or personal effects excluding **Jewellery and Valuables** for a period in excess of 12 (twelve) hours on the outward journey whilst on a **Covered Trip**, **we** shall reimburse **you** in respect of emergency purchases up to a maximum sum of £150 in all.

CONDITIONS & LIMITATIONS

1. There is a maximum Sum Insured of £500 in all (irrespective of the Sums Insured stated in this Section) in respect of losses from unattended vehicles.
2. There is a maximum Sum Insured of £4,000 in all in respect of **Family Cover** (where **Family Cover** is indicated in **the Schedule**) in respect of loss of or damage to property arising from the same event.
3. **Our** liability for any single item of property shall not exceed the single article limit stated in **the Schedule**, a pair or set of articles being deemed a single item.
4. Total loss or destruction of an insured item shall be dealt with on an indemnity basis up to the Sum Insured stated in the Table of Benefits subject to any maximum limitations expressed in this Section.
5. **You** shall at all times exercise reasonable care in the supervision of insured property.

EXCLUSIONS

We shall not be liable for claims resulting from:

1. **breakage of glass or china unless caused by an accident to the conveyance in which you are travelling;**
2. **loss or damage caused by moth, vermin, electrical or mechanical breakdown, machinery breakdown, gradual deterioration or wear and tear;**
3. **loss of cash, bank or currency notes, cheques, postal orders, credit cards, charge cards, travel cards, bankers cards, travellers cheques, travel tickets, passports, driving licences, green cards and petrol or other coupons;**
4. **confiscation, requisition, detention, destruction or damage by customs authorities or other such officials;**
5. **losses which are not reported to the Police or appropriate authorities within 24 hours of discovery or as soon as is reasonably practicable, and where a Police or Property Irregularity Report (PIR) is not obtained;**
6. **breakage of sports and scuba diving equipment whilst in use or loss of or damage to pedal cycles; hired equipment or musical instruments;**
7. **loss of or damage to contact, corneal or micro-corneal lenses or dentures .**
8. **loss, damage or theft of Jewellery and Valuables from luggage that is in the custody of an airline or other common carrier.**

Section F: Money Insurance

In the event of **you** suffering loss of cash, bank or currency notes, cheques, postal orders, travellers cheques, travel tickets, passports, driving licences, green cards and petrol coupons:

- i) whilst on a **Covered Trip** OR
- ii) during the 72 hours immediately prior to commencement of a **Covered Trip** in respect of cash or travellers cheques obtained for the purpose of your travel and in your custody and control, **we** shall indemnify **you** in respect of any such loss, up to the Sum Insured stated in the Table of Benefits, subject to the cash limit stated in the Table of Benefits.

This Section shall also cover loss resulting from the fraudulent use of any credit card, charge card or bankers card in your name following loss or theft of such card whilst on a **Covered Trip** up to the Sum Insured stated in the Table of Benefits. **Our** liability shall be limited to those amounts not covered by any guarantee given by the bank or issuing company to **you** in respect of such losses.

CONDITION

You shall at all times exercise reasonable care in the supervision of the insured property.

EXCLUSIONS

We shall not be liable for claims resulting from:

1. delay, errors or omissions in receipts, payments, accountancy or from depreciation in value;
2. losses which are not reported to the Police or appropriate authorities within 24 hours of discovery or as soon as is reasonably practicable and where a Police report is not obtained;
3. loss of credit cards, charge cards, travel cards, bankers cards, cheques or travellers cheques where the loss is not reported to the issuing company or bank in accordance with the conditions under which the card(s) or cheque(s) was issued;
4. losses from unattended vehicles;
5. losses from luggage that is in the custody of an airline or other common carrier;
6. the confiscation, requisition, detention, destruction or damage of the insured property by customs authorities or other such officials.

Section G: Personal Liability & Legal Expenses

A - Personal Liability

We shall indemnify **you** up to the Limit of Liability stated in the Table of Benefits against all sums which **you** shall become legally liable to pay for:

- i) accidental death or bodily injury
- ii) accidental damage to material property occurring in the course of a **Covered Trip**

We shall pay legal costs and expenses incurred with **our** prior written consent, in respect of such claim under this Section up to a maximum sum of £25,000.

B - Legal Expenses

This Section covers up to the sum of £25,000 in respect of legal costs and expenses incurred, with **our** prior written consent, by or on your behalf in the pursuit of a claim against a third party who has caused **you** bodily injury, or illness or your death by an incident occurring in the course of a **Covered Trip**. **We** reserve the right to withdraw at any stage from an action and shall not be liable for any further expense incurred after that withdrawal.

CONDITIONS & LIMITATIONS

1. **Our** liability for all sums including legal and other costs payable by **you** shall not exceed the respective Limit of Liability stated in the Table of Benefits.
2. **You** shall give immediate notice to **us** of any occurrence for which there may be a claim under this Section and shall provide **us** with such particulars and information as **we** may require and shall forward to **us** immediately on receipt any letter, writ, summons and process and shall advise **us** in writing immediately **you** have knowledge of any impending prosecution, inquest or inquiry in connection with the said occurrence.
3. No admission of liability or offer, promise or payment shall be made without **our** prior written consent. **We** shall be entitled at **our** discretion to take over and conduct in your name the defence or settlement of any claim and to prosecute at **our** own expense and for **our** own benefit any claim for compensation or damage against any other person. **You** shall give all information and assistance required.
4. There shall be no cover for legal costs and expenses incurred without **our** prior written consent which shall not be unreasonably withheld.

EXCLUSIONS

We shall not be liable

A - Personal Liability

for any claim arising from:

1. bodily injury to:
 - a) any member of your family
 - b) any person who is under a contract of service with **you** and which arises out of and in the course of their employment with **you**;
2. bodily injury to or damage to the property of any person(s) with whom **you** are travelling, irrespective of whether such person(s) is covered under this Insurance or not;
3. loss or damage to property belonging to or in the custody or control of **you**, your family or your servant or agent;
4. the ownership, co-ownership, possession or use by **you** of any land or buildings;
5. the ownership, co-ownership, possession, use or whilst under your control of any firearms or any mechanically propelled vehicle (other than golf buggies), aircraft, hovercraft, or watercraft (other than hand propelled watercraft, sailboards, surfboards, foot propelled paddle boats and inflatable sailing dinghies);
6. liability assumed by **you** by an agreement unless such liability would have attached to **you** in the absence of such agreement;
7. the practice of a profession or your occupation or the supply of goods and services by **you**;
8. loss or damage occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds;

B – Legal Expenses

1. for costs incurred in the pursuit of claims against a travel agent, tour operator, carrier, insurer or insurer's agent.

General Exclusions Applicable to All Sections

We shall not be liable for:

1. loss, damage, death, disablement or expenses directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority;

2. acts of terrorism

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

3. a) death, disablement, loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
 - a) any legal liability of whatsoever nature; directly or indirectly caused by or contributed to by or arising from
 - i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
4. death, disablement, loss or expense arising from:
 - a) base jumping, canyoning, boxing, hunting, hang gliding, paragliding, parachuting, parapenting, gliding, polo, ski stunting/acrobatics, ski flying, ski mountaineering, ski randonee, microlighting, paramotoring, sky diving, bouldering, mountaineering or rock climbing normally involving the use of ropes or guides; bungee jumping; caving; potholing; acrobatics; free climbing; motor sports; all forms of racing other than on

foot; heli skiing, ski jumping, ski racing, white water rafting in excess of Grade 5; any form of operational duties as a member of the armed forces (except as specified in **Section B** (iic); professional sports; professional entertaining; sports tours or competitions. Any other sport or activity involving physical contact or a significant risk of bodily injury (except when stated in **the Schedule** as being included);

b) aviation other than travelling by air as a passenger;

c) death, disablement, loss or expense arising from driving or riding on motor cycles or motor scooters other than mopeds under 50c.c. (this exemption being without prejudice to Exclusion 5 of Section G of this Insurance);

d) **Winter Sports** (as stated in the **Winter Sports Extension**, unless stated in **the Schedule** as being included);

e) **Recreational Activities** (as stated in the **Recreational Activities Extension**, unless stated in **the Schedule** as being included);

5. bodily injury sustained or illness or disease contracted by **you** if **you** are over the age of eligibility stated in **the Schedule** unless cover has been agreed by **us** and the appropriate additional premium paid;

6. wilful self-injury; suicide; attempted suicide; anxiety; depression; psychiatric, mental or nervous disorders; deliberate exposure to exceptional danger (except in the attempt to save human life); or your own criminal act;

7. There is no cover under this Insurance for any manual work undertaken by **you** whilst on a **Covered Trip** unless prior written approval has been given by **us**;

8. claims arising from the failure or fear of failure or the inability of any 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. This exclusion only applies to **Section B** Cancellation and Curtailment, **Section C** Delayed Departure and **Section E(ii)** Delayed Baggage.

General Conditions

1. **You** shall as soon as possible following accidental bodily injury sustained or illness or disease manifesting itself for which Insurance is provided hereunder, place yourself under the care of and follow the advice of a registered qualified medical practitioner. There shall be no cover under this Insurance should **you** fail to follow such advice or follow any treatment prescribed.

2. On the happening of any event likely to give rise to a claim under this Insurance, written notice thereof shall be given to **us** immediately or as soon as is reasonably practicable.

3. **You** shall at your expense furnish to **us** such certificates, information and evidence as **we** may from time to time reasonably require, in the form and of the nature prescribed by **us**. **We** shall be allowed at **our** own expense upon reasonable notice to **you** to arrange a medical examination of **you** from time to time, or in the case of death, upon reasonable notice to your legal representatives, to have a post-mortem examination of the body.

4. Any fraud, concealment, or deliberate mis-statement by **you** either in the application form on which this Insurance is based or in relation to any other matter affecting this Insurance or in connection with the making of any claim hereunder shall render this Insurance null and void in so far as it relates to **you**.

5. No sum under this Insurance shall carry interest and **we** shall not be affected by any notice of trust, charge, lien, assignment or any other dealing relating to this Insurance.

6. **We** may cancel this Insurance by giving 30 days written notice to **you** at your last known address and in such an event the premium for the period up to the date of the cancellation shall be returned

to **you** on a pro-rata basis. No return of premium shall be made to **you** if any claim has been paid or is outstanding under this Insurance.

7. There shall be no cover under this insurance if at the time of effecting the insurance or commencing a **Covered Trip you** are receiving inpatient treatment or awaiting such treatment in a hospital or nursing home; travelling with the intention of obtaining medical treatment abroad or travelling against the advice of a registered qualified medical practitioner.

8. This Insurance is limited to **United Kingdom** residents only unless specifically agreed by **us**.

9. This Insurance is subject to and shall be governed by English law and the English courts alone shall have jurisdiction in any dispute arising under it.

10. The parties to this Insurance are **you** and **us** and any person or company who is not a party to this Insurance has no right under the Contract (Rights of Third Parties) Act 1999. This does not affect any right or remedy of a third party that exists or is available apart from this Act.

Complaints Procedure

If **you** feel that **we** have been unreasonable in any aspect of the handling of your insurance please follow the procedure below:

1. In the first instance please write to:- The Managing Director, Axiom Underwriting, The Rose Barn, Langley Park Farm, Sutton Road, Maidstone ME17 3NQ.

Please quote the reference number stated in **the Schedule** in any correspondence.

2. Should **you** still remain dissatisfied **you** are entitled to take your complaint to: Complaints Department, Lloyd's, 1 Lime Street, London EC3M 7HA

3. If your complaint cannot be resolved with the intervention of the Lloyd's Complaints Department **you** can request that the matter be referred to: The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR.

Any decision made by The Financial Ombudsman Service is only binding on ourselves as the Insurer and **you** remain free to take action in the Courts should **you** choose to.

These arrangements for the handling of complaints are entirely without prejudice to your rights in English law and **you** are free at any stage to seek legal advice and take legal action.

Financial Services Compensation Scheme (FSCS)

All insurances issued through Axiom Underwriting for individual or 'small businesses' are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if your insurer cannot meet its obligations (e.g. if it goes out of business or into liquidation or is unable to trade).

Further information about compensation scheme arrangements is available from the FSCS (www.fscs.org.uk telephone number 0207 892 7300).



Axiom Underwriting Agency Limited
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(FSA number 441460)