



Backpacker Insurance Policy 2009 / 2010

Contract / Scheme Reference No: 01833
For policies issued from 1st April 2009

IMPORTANT NOTICE - 24/7 travel insurance

24/7 travel insurance* is arranged by P J Hayman & Company Limited with UK Underwriting Ltd on behalf of Sections 1 and 3 - 12 Fortis Insurance Limited. Registered in England No. 354568. Registered Office: Fortis House, Tollgate, Eastleigh, Hampshire SO53 3YA. Section 2 of this insurance is underwritten by IGI Insurance Company Limited. Registered Office: Market Square House, St. James's Street, Nottingham, NG1 6FG.

***24/7 travel insurance** is a trading name of P J Hayman & Company Limited.

P J Hayman & Company Limited, UK Underwriting Limited, Fortis Insurance Limited and IGI Insurance Company Limited 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.

Governing Law

This policy shall be governed by and construed in accordance with the Law of England and Wales unless the Policyholder'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.

Cover

We will, subject to the terms of the policy and confirmation of proof of payment of the appropriate insurance premium, pay the benefit described in respect of events occurring during the period of insurance. This policy gives full details of the cover, limits and exclusions applicable to the insurance. It should be read in conjunction with the Schedule that states the persons covered and the basis of cover. Together these documents form a contract of insurance.

Cancellation

Please read the policy carefully. If the insurance does not meet Your requirements please return it within 14 days of the date of issue but before departure date. Provided no claim has been made Your premium will be refunded in full. Thereafter You may cancel the policy at anytime, however no refund of premium is payable.

The insurer 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.

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IMPORTANT CONTACT NUMBERS

24/7 travel insurance - Emergency Assistance Service

Telephone: +44 (0) 845 260 1575

Claims Service

Telephone: 0845 260 1525

Fax: 023 9241 9049

Email: claims@pjhayman.com

Customer Services

Telephone: 0845 260 1580

Fax: 023 9241 9019

INTRODUCTION

This is Your Travel Insurance

Please read this document carefully, including the Schedule, to ensure that You have the cover You require. If You have any queries, please contact **24/7 travel insurance** on **0845 260 1580**.

Cancellation Rights

Please read the policy carefully. If the insurance does not meet Your requirements please return it within 14 days of the date of issue, but before departure date. Provided no claim has been made Your premium will be refunded in full. Thereafter You may cancel the policy at anytime, however no refund of premium is payable.

Extension of Cover

In the event of Your death, injury or illness or that of anyone travelling with You or because of delay or interruption of Public Transport Services You are unable to complete the Trip before the expiry of this policy, the cover will be automatically extended without additional premium for the additional days necessary for You to complete the Trip up to a maximum of 60 days.

Reciprocal Health Agreement

European Health Insurance Card (EHIC) - the replacement for the E111

A EHIC entitles You to reduced cost, sometimes free, medical treatment that becomes necessary while You're in a European Economic Area (EAA) country or Switzerland. The EAA consists of the European Union (EU) countries plus Iceland, Liechtenstein and Norway. The card gives access to state-provided medical treatment only. Remember, this might not cover all the things You'd expect to get free of charge from the NHS in the UK. You may have to make a contribution towards the cost of Your care.

You may apply for an EHIC online at www.dh.gov.uk/travellers or by calling **0845 606 2030**. Application forms are also available from the Post Office.

Medicare - Australia

If You are travelling to Australia You can enrol in Medicare which will entitle You to subsidised hospital treatments and medicines. You can do this by contacting a local Medicare office in Australia. All claims for refunds under the Medicare scheme must be made before You leave Australia. For more information on Medicare visit www.medicareaustralia.gov.au or email: medicare@medicareaustralia.gov.au.

Period of Insurance

Under section 1 (Cancellation and Loss of Deposit) and section 2 BONDPLUS (Financial Failure) insurance is effective immediately the policy is issued and terminates on commencement of the planned Trip.

In respect of all other sections of this policy insurance commences when You leave Your place of residence or business in the United Kingdom (whichever is the later), to commence the Trip until the time of Your return to Your place of residence or business (whichever is the earlier), on completion of the Trip. Cover will not commence more than 24 hours prior to the booked departure time or cease more than 24 hours after Your booked return Home (other than Personal Money & Travel Documents - see section 6).

In the event of early return (including Curtailment) the policy shall become void on Your return Home.

SUMMARY OF COVER

The following is only a summary of the main cover limits. You should read the rest of this policy for the full terms and conditions.

Policy Section	Standard Cover (per person)	Premier Cover (per person)	Excess - deducted from each claim event
1. Cancellation, Loss of Deposit or Curtailment	£1,000	£2,000	£75 (£30 loss of deposit claims)
2. BONDPLUS (Financial Failure)	not available	£1,500	£50
3. Medical & Emergency Expenses	£2,000,000	£5,000,000	£75
4. Personal Possessions - Valuables limit - Single items, pairs or sets limit	not available	£1,000 £150 £150	£50
5. Delayed Possessions (over 12 hours)	not available	£100	Nil
6. Personal Money & Travel Documents - Cash limit	not available -	£500 £100	£50
7. Personal Liability	£1,000,000	£2,000,000	Nil
8. Personal Accident a) Death b) Loss of Limb(s) / eye(s) c) Permanent Total Disablement	£5,000 £5,000 £5,000	£10,000 £10,000 £10,000	Nil Nil Nil
9. Legal Expenses	not available	£10,000	Nil
10. Mugging	not available	£500	Nil
11. Hijack/Kidnap	not available	£500 (£100 per day)	Nil
12. Search & Rescue	not available	£5,000	Nil

HEALTH DECLARATION AND HEALTH EXCLUSIONS

The 24/7 travel insurance policy is designed to cater for persons who do not have a pre-existing medical condition.

Please read the following Medical Warranty carefully. If Your circumstances are such that Your cover may be affected please telephone Free Spirit (quoting reference "24/7") on 0845 260 1570 where an alternative quotation and product will be offered to You (see below for further information about Free Spirit and how to contact them).

Medical Warranty

- You will not be covered where at the time of taking out this insurance:
 - You are receiving or on a waiting list for in-patient treatment;
 - You are travelling against medical advice or for the purpose of obtaining treatment;
 - You have received a terminal prognosis;
 - You are under the care of a doctor or hospital specialist (other than for regular check ups);
 - You are waiting medical tests or the results thereof;
 - You have been treated as a hospital in-patient or been referred to a specialist consultant in the last year;
 - if within the last five years
 - You have been treated for a breathing condition;
 - You have been treated for a heart-related condition (such as angina);
 - You have been treated for a malignant condition (e.g. cancer).
- You will not be covered if You travel against the advice of a doctor or where You would have been if You had sought their advice before beginning Your Trip.
- You will not be covered if You know You will need medical treatment during Your Trip or You are travelling specifically to get medical treatment.

Cover will be provided if You are able to comply with the Medical Warranty above and You have one (and only one) of the medical conditions listed below. Should You need to make a claim arising from that condition, Your doctor must confirm in writing the date of diagnosis, that the condition was stable prior to travel and that there was no foreseeable reason why You should need to claim on this policy.

Acid reflux, Acne, Alopecia, Arthritis, Asthma (but only if well controlled by using inhalers), Benign lumps, Blindness, Brittle Bone disease, Broken/repared bones, Cataracts, Cholesterol (if well controlled), Colds/Flu, Deafness, Dermatitis, Diabetes (if well controlled), Dyspepsia, Eczema, Gall stones/Gall Bladder Removal, Glaucoma, Gout, Hay-Fever, Hernia, Hip/Knee replacement, Hypertension/High Blood Pressure (Mild*), Hyperthyroidism (Over active Thyroid), Hypothyroidism (Under active Thyroid), Incontinence (not associated with bladder infections), Irritable bowel syndrome, Meniere's disease, Migraine, Psoriasis, Tonsillitis, Varicose veins.

*Mild Hypertension will be covered provided: 1) You are only on one medication; ii) there has been no change to Your medication in the last 6 months, and iii) You have not been admitted to hospital in the last 12 months.

HEALTH DECLARATION AND HEALTH EXCLUSIONS (continued)

Minor ailments

Cover will be provided for minor ailments e.g. hay fever, tonsillitis, ear infection, colds/flu, skin irritations, chiropody, dental treatment etc if You:

- were only prescribed short term antibiotics, non-prescription pain killers, creams/ointments;
- have had no further problems since; or
- have been advised by Your doctor that it is safe to travel.

Note: This is not a private medical insurance policy and only gives cover for emergency medical treatment in the event of an Accident or unexpected illness occurring during Your Trip.

NON-TRAVELLERS

(e.g. Close Relatives / Close Business Associates)

You will not be covered in respect of non-travellers who have an effect on Your travel plans, where they:

- i) have received a terminal prognosis;
- ii) are on a waiting list for in-patient treatment;
- iii) are awaiting medical tests or the results thereof.

About Free Spirit

This is a specialist insurance providing a full travel insurance package to persons with one or more pre-existing medical conditions. If, after reading the warranty above, You need to call **Free Spirit**, You will be asked simple questions about Your medical condition and related issues.

You can be assured that Your call will be dealt with in the strictest confidence, by experienced and sympathetic operators, who will endeavour to provide cover for Your specific medical condition.

How to contact Free Spirit

Please telephone **Free Spirit** on: **0845 260 1570** (between the hours of 8.00am to 6.00pm Monday to Friday excluding Bank Holidays)

Alternatively, You may obtain a quotation via the web on www.free-spirit.com

BACKPACKER SCHEME NOTES

Cover is only available for persons aged 35 years or under at the start date of Your policy. The maximum duration of this policy is 18 months.

GEOGRAPHICAL AREAS

You will not be covered if You travel outside the area You have chosen as shown on Your policy Schedule.

Area 1. Europe - Andorra, Austria, Azores, Balearics, Belgium, Bosnia, Bulgaria, Canary Islands, Channel Islands, Corsica, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Herzegovina, Hungary, Iceland, Italy, Latvia, Liechtenstein, Luxembourg, Madeira, Malta, Monaco, Morocco, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Romania, Russia (west of the Urals), San Marino, Sardinia, Serbia, Sicily, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Tunisia, Turkey and United Kingdom.

Area 1A - Australia & New Zealand (including stop over not exceeding 48 hours in Area 2 and Area 3)

Area 2. Worldwide - excluding USA/Canada/Caribbean

Area 3. Worldwide - including USA/Canada/Caribbean

DEFINITIONS

The following definitions apply to this policy. They have the same meaning wherever they appear. For ease of reading the definitions will start with a capital letter.

You/Your/Insured Person

All persons within the age limit, the names of whom are provided to **24/7 travel insurance** at the time of premium payment, being resident in the UK and registered with a Medical Practitioner in the UK. Each person is separately insured. Children/Grandchildren must be accompanied by an insured adult covered under this policy.

We/Our/Us

UK Underwriting Limited on behalf of:
Fortis Insurance Limited for sections 1 and 3 - 12
and
IGI Insurance Company Limited for section 2 only.

Acceptable Activities

Any sport or leisure activity listed below and then only when participating on an amateur basis;

Archery, badminton, ballooning (if organised in the UK prior to departure), baseball, basketball, beach games, BMX racing, bowls, bungee jumping, canoeing, catamaran sailing, clay pigeon shooting, cricket, cycling, deep sea fishing, dinghy sailing, fell walking, fencing, fishing, football, go-karting, golf, grass skiing, gymnastics, hockey, horse riding (up to 7 days), ice skating, jet boating, jet skiing, jogging, marathon running, motor cycling and quad biking (up to 125 c.c.), kayaking, lacrosse, netball, orienteering, outward-bound pursuits, paintballing, paragliding, parascending (over water), pony trekking, racquetball, rambling, river canoeing, roller skating, roller blading, rounders, rowing, running, safari (organised in the UK prior to departure), sail boarding, sailing (in coastal waters), sand boarding, scuba diving (maximum depth 30 metres), skateboarding, snorkelling, squash, surfing (under 14 days), swimming (leisure), tennis, track events, trekking/hiking (under 2,000 metres altitude), volley ball, water polo, water skiing, white water rafting (grades 1-4), windsurfing, yachting (in coastal waters) and if the appropriate additional premium paid, Winter Sports (but excluding ski racing in major events, ski jumping, ski mountaineering, ice hockey, the use of bob sleighs or skeletons, ski touring, ski randonee (unless with a professional qualified guide) and off piste skiing whilst alone and/or against local authority warning or advice.

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.

Business activity

Following Your normal occupation, provided this does not involve manual work or exposure to hazardous risks.

Children/Grandchildren

Persons aged up to and including 17 years of age.

Claims procedure

Instructions shown in this policy that You must follow in the event of a claim.

Close business associate

A person in the same employ as You whose absence from work for a period of 24 hours or more necessitates Your presence.

Close relative

Spouse, live-in partner of over 6 months, parents, grandparents, parents-in-law, brother, sister, child, grandchild, fiancé(e) or a relative for whom You provide care or are the sole living relative.

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.

Couple

Spouse or permanent partner/carer normally living with the Insured Person.

Curtailment/curtail

Abandonment of the Trip, either by return to Your Home or to attend a hospital as an in-patient.

Departure point

The airport, international rail terminal or seaport where You commence Your Trip at the start or final part of Your Trip.

Expense/expenses

Costs agreed by Us or Our Emergency Assistance provider that You could become responsible for, such as emergency medical costs or legal expenses.

General exclusions

Circumstances which are not covered by this policy (see page 7).

Hazardous activity

Your participation in any activity not listed under the Acceptable Activities Definition section of policy unless declared to and accepted by Us.

Hijack

The unlawful seizure or wrongful exercise of control of the aircraft (or the crew thereof) in which You are travelling as a passenger.

Home

Your normal place of residence in the United Kingdom.

Kidnap

Your unlawful capture and detention in excess of 24 hours.

Material Fact

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

Medical Practitioner:

Means a registered practising member of the medical profession who is not related to You or any person with whom You are travelling.

Mugging

Theft or attempted theft involving an act of violence against You which results in Your injury and hospitalisation.

Personal money

Cash or bank or currency notes, cheques, postal and money orders, current postage stamps (excluding stamp collections), ski passes, travellers' cheques, coupons or vouchers which have a monetary value.

Personal possessions

Items owned entirely by You including Your luggage and their contents, articles You are wearing or carrying with You including Your Valuables.

Policy excess

This is **£50** per person (**£75** under section 1 - Cancellation or Curtailment and section 3 - Medical & Emergency Expenses).

Scheme administrators

The **24/7 travel insurance** scheme is administered by P J Hayman & Company Limited, Stansted House, Rowlands Castle, Hampshire PO9 6DX.

The telephone number for cover queries is: **0845 260 1580**.

Schedule

The Schedule is part of the policy. It will show details of You, the period of insurance and the cover You have opted for.

Sports equipment

Specialist equipment belonging to You used specifically for a particular sport or leisure pursuit.

Travel costs

Transport charges (other than all airport taxes), accommodation and travel Expenses (including pre-booked excursions).

Travel documents

Driving licence, passport, travel tickets, travel passes, ski passes, all of which are owned by You.

Trip/trips

A holiday or journey that begins when You leave Home and ends on Your return Home or, in the case of repatriation on medical grounds, to a hospital or nursing home in Your Home country.

Unattended

Away from Your person which You are unable to see and/or get hold of.

United Kingdom/UK

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

Valuables

Jewellery, watches, items made of or containing precious metals or semi-precious stones, furs, binoculars, telescopes, computer games, any kind of photographic, audio, video, computer, television, fax and phone equipment (including mobile phones); MP3 players, PDA's electronic games, TV's and CD's, mini discs, DVD's, cartridges, video and audio tapes.

Winter sports

Skiing in recognised areas (including off-piste provided You are not skiing against local recommendations or where avalanche warnings have been given), ice skating, mono skiing, sledging, snow boarding and tobogganing.

SECTION 1: CANCELLATION, LOSS OF DEPOSIT OR CURTAILMENT

	Standard	Premier
Overall limit (per person)	£1,000	£2,000

What You are covered for

We will pay up to the amount shown under the selected cover option, as specified in Your Schedule, in respect of Travel Costs which You have paid or are contracted to pay and which You cannot recover from any other source if Your Trip is necessarily and unavoidably cancelled or Curtailed as a result of any of the following events occurring:

- The death, bodily injury or illness of:
 - You;
 - any person with whom You are travelling or have arranged to travel with;
 - any person with whom You have arranged to reside temporarily;
 - any Close Relative residing in the United Kingdom;
 - a Close Business Associate.
- Compulsory quarantine or jury service attendance solely as witness at a Court of Law of You, or persons with whom You are travelling or had arranged to travel with.
- Redundancy (which qualifies for payment under current United Kingdom Redundancy payment legislation and at the time of booking the Trip there was no reason to believe anyone would be made redundant) of You and any person with whom You are travelling or had arranged to travel with.
- The withdrawal of leave for members of the Armed Forces, Police, Fire, Nursing or Ambulance Services or employees of a Government Department provided that such cancellation or Curtailment could not reasonably have been expected at the time of applying for insurance.
- The Police requesting You to remain at or return to Your Home due to serious damage to Your Home caused by fire, aircraft, explosion, storm, flood, subsidence, malicious persons or theft.

Special Conditions relating to claims

- You must obtain a medical certificate from a Medical Practitioner and prior approval of Our Emergency Medical Assistance Service to confirm the necessity to return Home prior to Curtailment of the Trip due to death, bodily injury or illness.
- If You cancel the Trip due to bodily injury or illness You must provide a medical certificate from a Medical Practitioner stating that this necessary and reasonably prevented You from travelling.

What You are not covered for

- Anything in the General Exclusions.
- The Policy Excess other than in respect of Loss of Deposit claims where the excess is reduced to **£30**.
- Cancellation charges in excess of those shown in the booking conditions of the travel or accommodation provider or surcharges levied increasing basic brochure prices.
- Increased cancellation charges due to Your failure to notify the travel agent, tour operator or travel / accommodation provider immediately it is found necessary to cancel or Curtail Your Trip.
- Circumstances that could reasonably have been anticipated at the time the Trip was booked or when You purchased this insurance.
- Your financial circumstances (other than as a result of Redundancy for which You qualify for payments under current legislation) or Your disinclination to travel, for whatever cause.
- Curtailment claims where Our Emergency Service provider has not been contacted and authorisation obtained.
- Government regulation or restriction.
- Your loss of enjoyment of the Trip, however caused.
- The omission or default of the provider of transport or accommodation or of an agent through whom the travel arrangements were made.
- Failure to obtain the necessary passport, visa or permit required for Your journey.
- Curtailment claims are limited to the lost proportion (each complete night) of Your accommodation costs, which You have not used following Curtailment of Your Trip for the reasons as stated above.
- Failure to obtain the appropriate vaccinations.
- Your disinclination to travel including phobia, anxiety, stress or depression.
- Your travel expenses for You to return to the UK, if You do not already possess pre-paid return travel tickets.

SECTION 2: BONDPLUS (FINANCIAL FAILURE)

	Standard	Premier
Overall limit (per person)	not available	£1,500

What You are covered for

Up to the amount shown under the selected cover option, as specified in Your Schedule in respect of the loss of accommodation and transport costs that You have paid for and that You cannot recover elsewhere, due to the financial failure (the business being wound up or carried on by a Liquidator or the Receiver) of the travel or accommodation provider to whom payment has been made.

What You are not covered for

- The Policy Excess.
- Any payment, unless any travel bond or trust fund in force and all other sources of recovery (insurance or otherwise) have been exhausted.
- Any Consequential Loss.

SECTION 3: MEDICAL & EMERGENCY EXPENSES

	Standard	Premier
Overall limit (per person)	£2,000,000	£5,000,000

What You are covered for

If You become unexpectedly ill or are injured outside Your Home country, We will pay up to the amount shown under the selected cover option, as specified in Your Schedule, in respect of:

- reasonable and necessary emergency medical treatment Expenses, ambulance charges and similar costs, hospital fees and emergency dental treatment costs (up to **£200** for the immediate relief of pain only), additional accommodation (room only) and repatriation Expenses necessarily incurred and payable until such time as, when in the opinion of the Doctor in attendance and Our medical advisers, You are fit to travel;
- necessary travel and accommodation (room only) Expenses of one relative or friend, or a qualified nurse who in the opinion of the doctor in attendance and Our medical advisers is needed to accompany You, because of Your disability;
- additional return Home expenses necessarily incurred by You resulting from the death, sudden illness or injury of Your spouse or other Close Relative not travelling with You;
- the transfer of Your body or ashes in the event of death, to Your Home (but excluding funeral and interment expenses), or alternatively, to pay up to **£3,500** towards the cost of burial or cremation expenses in the country where death occurs;

Special conditions relating to claims

- You must give notice as soon as possible to Our Emergency Medical Assistance Service or Us of any Bodily Injury or illness which necessitates Your admittance to hospital as an in-patient or before any arrangements are made for Your repatriation.
- In the event of Your Bodily Injury or illness We reserve the right to relocate You from one hospital to another and arrange for Your repatriation to the United Kingdom at any time during the Trip. We will do this if in the opinion of the Medical Practitioner in attendance or Our Emergency Medical Assistance Service You can be moved safely and / or travel safely to the United Kingdom to continue treatment.
- We may instruct You to return Home if Our medical advisors and the doctors treating You decide that You can safely return Home. If You refuse to be repatriated all cover under the policy will cease.

What You are not covered for

- Anything in the General Exclusions.
- The Policy Excess.
- In-patient treatment which has not been notified to and agreed by Us or Our Emergency Assistance provider.
- Outpatient treatment and additional related Expenses over **£300** unless they have been agreed by Us or Our Emergency Assistance provider.
- Replenishing supplies of any medication You were using at the start of Your Trip.
- Charges levied either directly or indirectly for services received for in-patient treatment in Your Home country.
- Any form of surgery and/or treatment which in the opinion of a Medical Practitioner could reasonably be delayed until Your return Home.
- Loss/damage to false dentures, dental work involving use of precious metals, false limbs, hearing aids, contact lenses and prescription sunglasses.
- Expenses incurred more than 12 months after the commencement date of the injury or illness.
- Charges for private room accommodation.
- Expenses incurred for in-patient treatment or private treatment not specifically authorised by Us or Our Emergency Assistance provider.
- Ongoing treatment in existence at the time of travel which has not been agreed by Us in writing.
- The cost of any elective treatment or surgery including exploratory tests, which are not directly related to the injury or illness which needed Your admittance into hospital.
- Any Expenses or costs after the date that the treating Doctor together with Our Emergency Assistance provider have deemed that You are fit to travel.
- Any Expenses incurred as a result of a tropical disease where You have not taken the recommended inoculations.
- Any Expenses incurred as a result of Your participation in Winter Sports activities unless the appropriate premium has been paid.
- Any Expenses incurred as a result of You refusing to be repatriated when, in the opinion of Our medical advisors and the Doctors treating You, decide that You are fit to return Home. If You refuse to be repatriated all cover under the policy will cease.
- Any medical costs or expenses, if You are in Australia and You have not enrolled with Medicare.

SECTION 4: PERSONAL POSSESSIONS

	Standard	Premier
Overall limit (per person)	not available	£1,000
Valuables limit	-	£150
Single items, pair or sets limit	-	£150

What You are covered for

Up to the amount shown under the selected cover option, as specified in Your Schedule, in respect of loss or damage to Your Personal Possessions taken with You or purchased on Your Trip but subject to the limits as set out above in respect of: Valuables, single items and pairs or sets.

Basis of claims settlement:

If the damaged item is beyond economical repair it will be treated as lost. We will assess the claim based on the intrinsic value at the time of loss, making allowances for age, and depreciation.

What You are not covered for

- Anything in the General Exclusions.
- The Policy Excess.
- Breakage or damage to:
 - fragile articles, paintings, works of art, sculptures, musical instruments, household goods;
 - audio, video, computer, television and telecommunications equipment, satellite navigation equipment, mobile phones, unless the breakage or damage is caused by fire, theft or in an accident to the vehicle in which they are being carried.
- Contact or corneal lenses, dentures.
- Perishable goods, bottles, cartons and any damage caused by them or their contents.
- Any loss of Personal Possessions or business equipment due to atmospheric or climatic conditions, wear, tear, depreciation, moth or vermin.
- Any damage to suitcases unless they are rendered unusable in the opinion of a luggage supplier/repairer.
- Personal Possessions left Unattended away from Your Trip accommodation unless between 6.00am and 11.00pm local time in the locked boot or covered hatchback of a motor vehicle where entry was gained by violent or forcible means.
- Valuables carried in any Unattended suitcases, trunks or similar containers.
- Unattended Valuable items unless locked in a safe or safety deposit box or left in Your locked Trip accommodation.
- Loss or damage arising from delay, confiscation or detention by customs or other authorities.
- Property more specifically insured elsewhere.
- Your failure to exercise reasonable care for the safety of Your property as if uninsured.
- Loss or damage to household goods and Home contents.
- Loss or damage due to leakage of powder or liquid carried within Your baggage.
- Loss of Personal Property not reported to the Police within twenty-four hours of discovery, and a Police report obtained.
- Loss or damage to Sports Equipment.

- Loss or theft of travellers' cheques where the issuer provides a replacement service.
- Loss or damage arising from delay, confiscation or detention by customs or other authorities.
- Personal Money more specifically insured elsewhere.
- Your failure to exercise reasonable care for the safety of Your property as if uninsured.
- Claims where You do not obtain a written police report within 24 hours of the discovery of loss, burglary or theft of Personal Money or Travel Documents.

SECTION 7: PERSONAL LIABILITY

	Standard	Premier
Overall limit (per person)	£1,000,000	£2,000,000

What You are covered for

Up to the amount shown under the selected cover option, as specified in Your Schedule, in respect of:

- Your legal liability to a third party arising during the period of the Trip as a result of:
 - Accidental injury to any person;
 - Accidental loss of or damage to property.

In addition we will also pay legal costs and Expenses incurred, with Our written consent, subject to Our liability not exceeding the overall limit shown above, for all damages and costs payable arising out of one event or series of events consequent upon the original cause.

What You are not covered for

- Anything in the General Exclusions.
- Bodily injury or disease to any person who, at the time of sustaining such injury, is engaged in Your service or to any member of Your Family or travelling companion.
- Damage to property belonging to, or in Your care, custody or control, or a member of Your Family or travelling companion or 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 of motorised leisure equipment.
- 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.
- Any liability arising out of the 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 wilful or criminal act or assault.
- Any liability arising in any country in which You own premises, or are resident.
- 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 wilful or criminal act or assault.

SECTION 8: PERSONAL ACCIDENT

	Standard	Premier
Overall limit (per person)	£5,000	£10,000
Part A:	£5,000	£10,000
Part B:	£5,000	£10,000
Part C:	£5,000	£10,000

What You are covered for

Up to the amount shown under the selected cover option, as specified in Your Schedule, for Your external Accidental bodily injury, which independently of any other cause results in:

- death, or
- total and permanent loss of sight in one or both eyes or total loss by physical severance at or above the wrist or ankle or total and permanent loss of use of one or both hands, arms, legs or feet; or
- permanent and total disablement from engaging in paid employment or paid occupations of any and every kind which has continued for 12 months from the date of injury and is without hope of improvement;

all occurring within 12 months of the event happening.

The maximum amount of all benefits payable for one or more injuries sustained by You during the period of insurance shall not exceed the overall limit shown.

What You are not covered for

- Anything in the General Exclusions.
- More than **£3,500 (£5,000** if Premier Cover is selected) death benefit when Your age is under 16 years.
- Permanent total disablement benefit when You are no longer in full time employment.
- The contracting of any disease, illness and/or medical condition.
- The injection or ingestion of any substance.
- Any event which directly or indirectly exacerbates a previously existing physical bodily injury.
- Compensation shall not be payable under more than one of the above items A, B or C in respect of the same Accident, and the payment under any one item shall terminate Our liability under this section of the policy.

SECTION 5: DELAYED POSSESSIONS

	Standard	Premier
Overall limit (per person)	not available	£100

What You are covered for

Up to the amount shown under the selected cover option, as specified in Your Schedule, in respect of the purchase of essential items if Your Personal Possessions are misplaced or stolen on Your outward Trip for over 12 hours from the time You arrived at Your final destination (note: the amount payable will be deducted from the final claim settlement if Your Personal Possessions are permanently lost).

What You are not covered for

- Anything in the General Exclusions.
- Loss or damage arising from delay, confiscation or detention by customs or other authorities.
- Your failure to exercise reasonable care for the safety of Your property as if uninsured.
- Loss or damage to household goods and Home contents.
- Claims where Your Personal Possessions are delayed in transit and You do not:
 - notify the carrier (i.e. airline, shipping company etc.) immediately and obtain a written carriers report (or Property Irregularity Report in the case of an airline) or,
 - follow up in writing within 7 days to obtain a written carriers report (or Property Irregularity Report in the case of an airline), if You are unable to obtain one immediately.

SECTION 6: PERSONAL MONEY & TRAVEL DOCUMENTS

	Standard	Premier
Overall limit (per person)	not available	£500
Cash Limit	-	£100
Part B	not available	£100

What You are covered for

Up to the amount shown under the selected cover option, as specified in Your Schedule, in respect of:

- loss of Your Personal Money and Travel Documents (including passport);
- reasonable additional travel and accommodation Expenses incurred necessarily abroad to obtain a replacement of Your lost or stolen passport.

Cover under Part A commences up to 2 days before Your Trip in respect of foreign currency and Travel Documents only.

What You are not covered for

- Anything in the General Exclusions.
- The Policy Excess other than in respect of Part B.
- Any loss of Personal Money due to depreciation in value, currency changes or shortage caused by any error or omission.
- Personal Money and passports carried in any Unattended suitcases, trunks or similar containers.
- Unattended Personal Money and passports unless locked in a safe or safety deposit box or left in Your locked Trip accommodation.

SECTION 9: LEGAL EXPENSES

	Standard	Premier
Overall limit (per person)	not available	£10,000

What You are covered for

Up to the amount shown under the selected cover option, as specified in Your Schedule, in respect of legal costs and Expenses incurred by You in pursuit of compensation and/or damages against a third party arising from or out of Your death or personal injury occurring during the period of the Trip.

Note:

- We shall have complete control over the legal proceedings and the appointment and control of a lawyer.
- You must follow the legal representatives advice and provide any information and assistance required. Failure to do so will entitle Us to withdraw cover.
- We must have access to any and/or all the legal representatives file of papers.
- We may include a claim for Our costs and Expenses.
- Failure by You to comply with all or any of these conditions will entitle Us to render the legal Expenses aspect of this insurance void and thereby withdraw cover.

What You are not covered for

- Anything in the General Exclusions.
- Costs and Expenses to pursue a claim against a Travel Agent, Tour Operator or Carrier, Accommodation Provider, Underwriting Agents, Insurer or Insurers Agent or any other person insured under this policy or with whom You had arranged to travel.
- Costs and Expenses incurred prior to the granting of support by Us. We reserve the right to withdraw at any stage and shall not then be liable for any further Expenses.
- Where the claim has been reported more than 180 days after the commencement of the incident giving rise to a claim.
- Where the laws, practices and/or financial regulations of the country in which the proposed action will take place indicate that the costs of such action are likely to be reasonably greater than the anticipated value for the compensation award.
- Where You are insured for legal Expenses under any other insurance policy.
- Where, in Our opinion, there is insufficient prospect of success in obtaining a reasonable benefit.
- 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 (or) on behalf of a group or organisation.
- Any claim for legal costs where You are pursuing legal action relating directly or indirectly to medical negligence or alleged medical negligence.
- Any claim against Your Family or travelling companions.

Note:

- We will not be liable for any claim where legal costs and Expenses are based directly or indirectly on the amount of an award.
- This insurance will not extend to covering You in pursuit of any appeal except at Our sole discretion.
- Where there is a possibility of a claim being brought in more than one country We will not be liable for the costs if an action is brought in more than one country.

SECTION 10: MUGGING

	Standard	Premier
Overall limit (per person)	not available	£500

What You are covered for

Up to the amount shown under the selected cover option, as specified in Your Schedule, in respect of Your hospitalisation following a Mugging attack.

What You are not covered for

- Anything in the General Exclusions
- Claims not supported by a written report from the appropriate authorities.

SECTION 11: HIJACK / KIDNAP

	Standard	Premier
Overall limit (per person)	not available	£500 (£100 per day)

What You are covered for

Up to the amount shown under the selected cover option, as specified in Your Schedule, in respect of each complete day You are either Kidnapped or Hijacked..

What You are not covered for

- Anything in the General Exclusions.
- Claims not supported by a written report from the appropriate authorities.
- Claims that are not justifiable given the circumstances, for example; the fear of an event happening or not taking place.

SECTION 12: SEARCH & RESCUE

	Standard	Premier
Overall limit (per person)	not available	£5,000

What You are covered for

Up to the amount shown under the selected cover option, as specified in Your Schedule, in respect of search and rescue costs as a result of an Accident which involves search and emergency rescue for a period not exceeding 72 hours from the time at which assistance is first summoned.

What You are not covered for

- Anything in the General Exclusions.
- Claims not supported by a written report from the appropriate authorities.

GENERAL CONDITIONS

Our duty to You

We aim to provide a high standard of service and to meet any claims covered by this policy fairly and promptly. Should there be any complaint We will investigate this at once and resolve the matter as quickly as possible.

Your duty to Us

- to disclose all Material Facts to Us. Failure to do so may affect Your rights under this insurance. Following a change in Material Fact disclosed to Us by You during the period of insurance, We reserve the right to amend or cancel Your insurance, providing You with a pro-rata refund of premium. If You are in any doubt as to whether a fact is 'material', then for Your own protection it should be disclosed to Us;
- to follow the Claims Procedure (see page 7) and to take all possible care to safeguard against Accident, injury, loss or damage as if You had no insurance cover and provide all necessary documentation to support any claim;
- to give Us full details in writing of any incident which may result in a claim as soon as reasonably possible, but in any event within 31 days;
- to pass on to Us immediately any writ, summons, legal process, or other communication in connection with the claim, unanswered;
- to provide all necessary information and assistance We may require at Your own Expense (including where necessary medical certification and details of any Private Health Insurance You have);
- not to admit liability for any event or offer to make payment without Our prior written consent;
- recognising Our right to:
 - make Your policy void where any claim is found to be false or fraudulent;
 - take over and deal with in Your name the defence or settlement of any claim made under this policy;
 - take proceedings in Your name, but at Our Expense to recover for Our benefit the amount of any payment made under this policy;
 - obtain information for Your medical records (with Your permission) for the purpose of dealing with any medical, cancellation or Curtailment claims (no personal medical information will be disclosed to any other person nor organisation without Your prior approval);
 - pay all claims under the Law of England and Wales (see notes on Governing Law on page 1);
 - make payments to You or Your legal representatives;
 - only pay Our rateable proportion where there is other insurance covering the same event.

Both parties do not intend any term of this agreement to be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999.

GENERAL EXCLUSIONS

These exclusions apply in addition to the exclusions that appear in each section of the policy.

You are not covered for:

- any loss or Expense where You have not followed the Claims Procedure;
- any loss or Expense or any legal liability, injury, illness or death directly or indirectly due to, contributed to or caused by:
 - war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming that portions of or amounting to an uprising, military or usurped power;
 - terrorist activity;
 - participation in any activity not covered under Acceptable Activities unless agreed by Us and for which the additional premium has been paid (if appropriate);
 - Your suicide, self-injury or any wilful act of self exposure to peril (except where it is to save human life);
 - You being under the influence of drugs (except those prescribed by Your registered Doctor, but not when prescribed for the treatment of drug addiction);
 - Your abuse or prior abuse of solvents and alcohol;
 - delay, confiscation, detention, requisition, damage, destruction or any prohibitive regulations by Customs or other Government Officials or Authorities of any country;
 - ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - radioactive, toxic, explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
 - pressure waves caused by aircraft and other aerial devices travelling at sonic or super sonic speeds;
 - travelling to Countries where the British Foreign Office have advised against travel;
- any Consequential Loss unless it is specified in the policy;
- any loss due to currency exchange of any and every kind;

- 5) any loss, injury, damage, death or legal liability arising directly or indirectly from, or consisting of, the failure, or fear of failure, of any equipment or any computer programme, whether or not You own it, to recognise or to correctly interpret or process any date as its true calendar date, or to continue to function correctly beyond that date;
this exclusion does not apply to section 3 (Medical and Emergency Expenses) and section 8 (Personal Accident) of this policy;
- 6) You will not be covered
- i. for any Trip where at the time of taking out this insurance:
 - You are receiving or on a waiting list for in-patient treatment;
 - You are travelling against medical advice or for the purpose of obtaining treatment;
 - You have received a terminal prognosis;
 - You are under the care of a doctor or hospital specialist (other than for regular check ups);
 - You are waiting medical tests or the results thereof;
 - You have been treated as a hospital in-patient or been referred to a specialist consultant in the last year;
 - if, within the last five years:
 - You have been treated for a breathing condition;
 - You have been treated for a heart-related condition (such as angina);
 - You have been treated for a malignant condition (e.g. cancer).
 - ii. You will not be covered if You travel against the advice of a doctor or where You would have been if You had sought their advice before beginning Your Trip.
 - iii. You will not be covered if You know You will need medical treatment during Your Trip or You are travelling specifically to get medical treatment.
- 7) You travelling against any health requirement stipulated by carrier, their handling agents or any other public transport provider.

Then

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

UK Underwriting Ltd and P J Hayman & Company Limited are the insurers agent and in the matters of a claim act on behalf of the insurer.

You must follow these instructions as failure to do so could prejudice Your claim.

Cancellation

Notify the travel agent/tour operator immediately You need to cancel, and obtain a Cancellation invoice. If You delay We will only pay for those costs that You would have had to pay on the date it would have been reasonable for You to cancel.

Curtailement/cutting short Your Trip

Contact Our Emergency Assistance provider to confirm that the reason for cutting short Your Trip will be covered and that Your expected additional Expenses are reasonable.

Damage to Personal Possessions, Sports Equipment during Your Trip

Retain the items in case We wish to see them (note: You may not abandon any property to Us or the Scheme Administrators). You will need to obtain an estimate for repair or a letter confirming that the damage is irreparable.

Delay of Personal Possessions in transit

Retain Your tickets/luggage tags and report the matter immediately to the carrier and obtain a Property Irregularity Report form or its equivalent. If Your Personal Possessions are delayed for more than 12 hours on Your outward journey and You need to buy or hire essential items, ensure that You keep all receipts.

Legal Expenses

Provide a detailed account of the circumstances surrounding the event (including photographs and video evidence if this applies) within 180 days of the event causing Your claim.

You will also need to supply Us with any writ, summons or other correspondence received from any third party. You should not admit liability or offer to make any payment or correspond with any third party without Our written consent. Details of any witness statements where available, should also be forwarded to Us.

Loss of Personal Possessions, Sports Equipment, Money and Travel Documents during Your Trip

Notify the police as soon as possible (within 24 hours of discovery) and obtain a written report and reference number from them. Also report the loss to Your tour operator's representative or hotel/accommodation manager and if possible obtain a written report. You will be expected to provide proof of purchase/ownership and/or receipts or pre-loss valuations.

Medical Emergency Expenses

Contact Our Emergency Assistance provider immediately if You are admitted as an in-patient (see page 8).

Personal accident

Obtain a certificate from the treating doctor or specialist. In the event of death. We will require sight of an original copy of the Death Certificate.

Personal liability

You must not admit responsibility to anyone or agree to pay for any damage, repair costs or compensation. You must keep a detailed written record and send it to Us with any correspondence received, unanswered.

Piste closure, Avalanche or Weather delay

Obtain written confirmation (giving full details of the time, dates etc.) from the Tour Operator's local representative or resort authorities stating the circumstances.

CLAIMS PROCEDURE

You must comply with the following conditions to have the full protection of Your policy. If You do not comply We may at Our option cancel the policy or refuse to deal with Your claim or reduce the amount of any claim payment.

1. Claims Notification

If You require a claim form please advise the section of the insurance on which You want to claim, by contacting:

24/7 Claims Department, P J Hayman & Company Limited,

Stansted House, Rowlands Castle, PO9 6DX

Telephone **+44 (0) 845 260 1525** (Monday-Friday, 9.00am to 5.00pm excluding Bank Holidays)

and quote reference **24/7 travel insurance**

or You may contact Us by fax on: **+44 (0) 23 9241 9049**

or email US at **claims@pjhayman.com**

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

You must also inform Us if You are aware of any writ, summons or impending prosecution. Every communication relating to a claim must be sent to Us without delay. You or anyone acting on Your behalf must not negotiate admit or repudiate any claim without Our written consent.

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

You must retain any property which is damaged, and, if requested, send it to Us at Your own Expense. If We pay a claim for the full value of the property if it is subsequently recovered or there is any salvage then it will become Our property. We may refuse to reimburse You for any Expenses for which You cannot provide receipts or bills.

2. Subrogation

We are entitled to take over and conduct in Your name the defence and settlement of any legal action. We may also take proceedings at Our own Expense and for Our own benefit, but in Your name, to recover any payment we have made under this policy to anyone else.

3. Fraud

You must not act in a fraudulent manner

If you or anyone acting for You

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

COMPLAINTS PROCEDURE

It is the intention to give You the best possible service but if You do have any questions or concerns about this insurance or the handling of a claim You should in the first instance contact:

All Complaints relating to section 1 and 3 - 12

The Customer Services Manager,
24/7 travel insurance
P J Hayman & Company Limited,
Stansted House, Rowlands Castle,
Hampshire, PO9 6DX.

In the event You remain dissatisfied and wish to make a complaint, You can do so by contacting the following:

The Head of Claims,
UK Underwriting Limited,
2 Gibraltar House, Bowcliffe Road,
Leeds, LS10 1HB

All Complaints relating to section 2 only

The Managing Director,
IGI Insurance Company Limited,
Market Square House,
St. James's Street,
Nottingham, NG1 6FG.

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:

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

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 Citizens Advice Bureau.

WHAT TO DO IN THE EVENT OF A MEDICAL EMERGENCY

The emergency assistance provided for You by this insurance is operated by **24/7 travel insurance**. In the event of any illness, injury, Accident involving anyone insured under this policy where the anticipated costs are likely to exceed **£300**, You must notify **24/7 travel insurance**. They will direct You to an appropriate medical facility and may be able to guarantee costs on Your behalf.

When contacting **24/7 travel insurance** please state that Your insurance is provided by UK Underwriting Ltd and quoting the appropriate reference number: 01833

By telephone: **+44 (0)845 260 1575**

Note: You must retain receipts for medical & additional costs incurred.

Hospital Treatment Abroad

If You are admitted to hospital You must contact **24/7 travel insurance** immediately. If You do not, this could mean that We will not provide cover or We will reduce the amount We pay for medical expenses. If You receive medical treatment abroad as an outpatient, You should pay the hospital or clinic and claim back Your medical expenses from claims services when You return to the United Kingdom or Channel Islands.

Returning Early to the United Kingdom or the Channel Islands

If You have to return to the United Kingdom or Channel Islands under section 1 (Cancellation, Loss of Deposit or Curtailment) or section 3 (Medical & Emergency Expenses), **24/7 travel insurance** must authorise this. If they do not, this could mean that We will not provide cover or We may reduce the amount We pay for Your return to the United Kingdom or Channel Islands. **24/7 travel insurance** reserve the right to repatriate You should Our medical advisors view You as being fit to travel. **24/7 travel insurance** may be contacted from anywhere in the world to provide assistance to You.

Compensation Scheme

Fortis Insurance Limited and IGI Insurance Company Limited 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.