



Specialist Insurance for Sports, Hazardous Activities and Occupations



Adventures

Insurance Policy



2009/10

Important Notice

Underwritten by:

Adventures Travel Insurance arranged by P J Hayman & Company Limited with UK Underwriting Limited on behalf of:

Fortis Insurance Limited, Registered in England No.354568. Registered Office: Fortis House, Tollgate, Eastleigh, Hampshire, SO53 3YA (Sections 1 - 8).

Section 9 only is underwritten by IGI Insurance Company Limited. Registered office: Market Square, St James Street, Nottingham NG1 6FG.

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.

Registered Office: P J Hayman & Company Limited, Stansted House, Rowlands Castle, Hampshire, PO9 6DX.

Registered in England - No. 2534965.

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.

Financial Services Compensation Scheme (FSCS)

Fortis Insurance Limited is 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

PLEASE MAKE SURE YOU READ YOUR POLICY CAREFULLY

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.

Money Back Guarantee ("Cooling off" Period)

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 any time, however no refund of premium is payable.

Data protection

Information about Your Policy may be shared between P J Hayman & Company Limited and UK Underwriting Limited on behalf of Fortis Insurance Limited for underwriting purposes.

You should understand that the sensitive health and other information You provide will be used by Us, Our representatives, the Insurer, other insurers and industry governing bodies and regulators to process Your insurance, handle claims and prevent fraud. This may involve transferring information to other countries (some of which may have limited or no data protection laws). We have taken steps to ensure Your information is held securely. Your information will not be shared with third parties for marketing purposes. You have the right to access Your personal records.

Adventures Travel Insurance

IMPORTANT: It is essential that You keep this policy with You when travelling abroad as the information contained herein will assist You in the event of an emergency.

Arranged by: PJ Hayman & Company Ltd
Stansted House, Rowlands Castle, Hampshire PO9 6DX

Contract/Scheme Reference No: 1764C

Contents

| | Page number |
|--|-------------|
| Important notice | 2 |
| Medical conditions and material facts warranty | 4 |
| Medical screening questions | 5 |
| Introduction/general conditions | 6 |
| Definitions | 7-8 |
| Your insurance cover | 9-14 |
| General exclusions | 15 |
| Claims procedure | 16 |
| Complaints procedure | 17 |
| What to do in the event of a medical emergency | 17 |
| Your cover at a glance | 19 |

Important Contact Details

Adventures Emergency Assistance Service

Telephone: +44 (0) 845 260 1575

P J Hayman - Claims Service

Telephone: 0845 260 1525
Fax: 023 9241 9049
E-mail: claims@pjhayman.com

P J Hayman - Customer Services

Broker Support Department - Telephone: 0845 230 3526
Direct Client Department - Telephone: 0845 230 0631
General Fax: 0239 241 9019

Medical Conditions & Material Facts Warranty

You will NOT be covered

1. For any Trip where at the time of taking out this insurance, (and in the case of Annual Multi-trip at the time of booking each Trip), the person whose condition gives rise to a claim:
 - a) is waiting for an operation, hospital consultation (other than for regular check-ups for a stable condition) or other hospital treatment or investigations, or are awaiting the results of any tests or investigations; or
 - b) has received a terminal prognosis; or
 - c) is travelling against medical advice or for the purpose of obtaining treatment.

Note: The above exclusion applies not only to You, but also to Close Relatives or other non-travellers on whom the Trip depends.

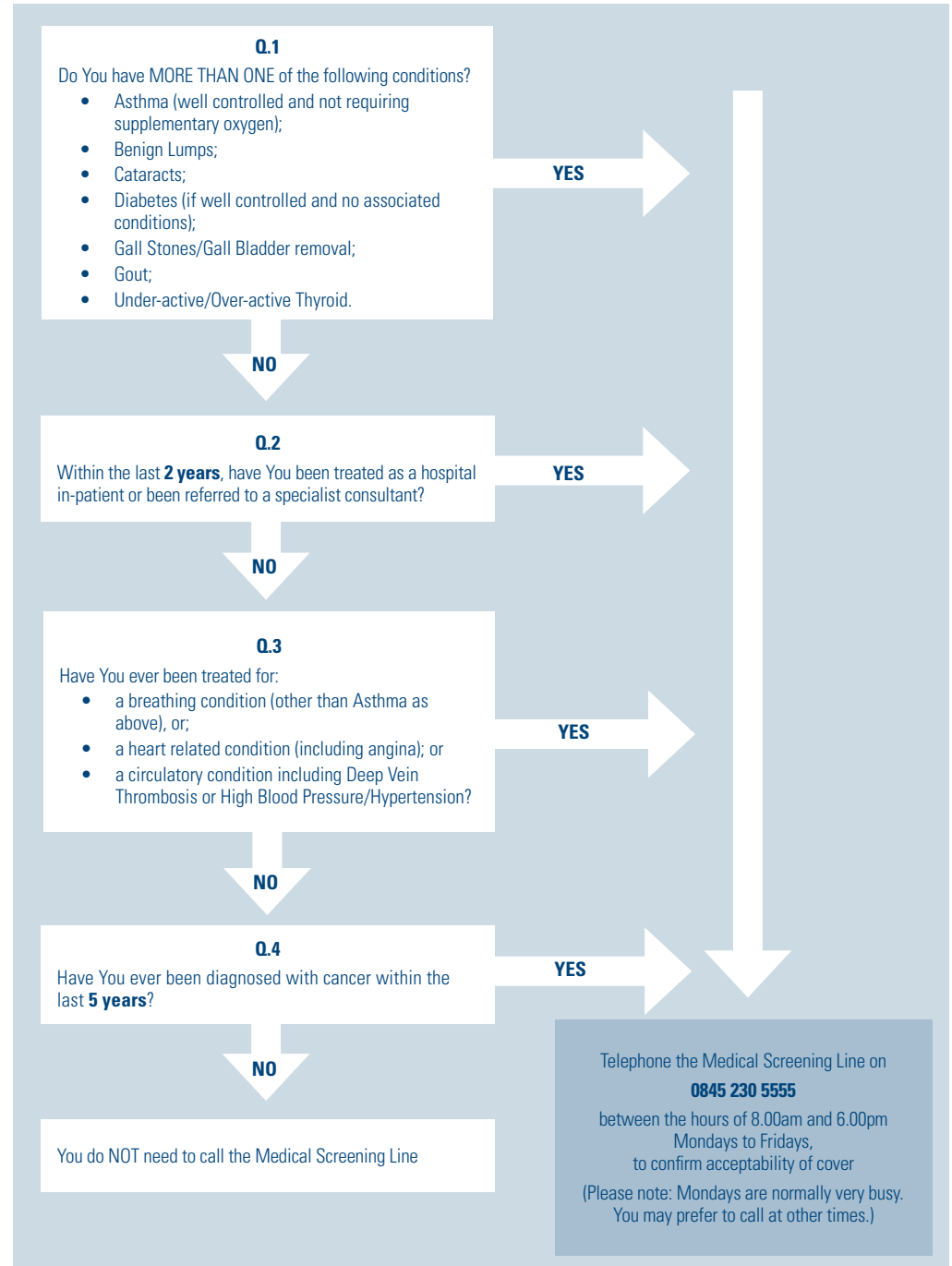
2. For Trips outside the United Kingdom where at the time of taking out this insurance (and in the case of Annual Multi-trip at the time of booking each Trip) You answer 'YES' to any of the 'Medical Screening Questions' and fail to contact the Medical Screening Line.

Medical Screening

If You need to telephone the Medical Screening Line, (see page 5 for details) You will be asked simple questions about Your medical condition, medication, trips to the doctors, and other related matters.

If, as a consequence of Your call, We wish to impose special terms, such as an additional premium or higher policy excess, these will be advised to You immediately and confirmed in writing. You will also be advised of a medical screening reference, which You should keep a record of.

Important - not applicable to United Kingdom Trips



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 the issuing agent/broker or P J Hayman & Company Limited on **0845 230 3526** (Direct clients should phone **0845 230 0631**).

Cooling Off Period

If for any reason You are not satisfied with the terms and conditions of Your cover, You may return the policy and Schedule to Us within 14 days for cancellation. Provided no claim has been made and travel has not commenced, any premium paid will be refunded. Thereafter You may cancel the policy at any time, 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 Arrangements

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 are 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 would 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.

For UK residents You may apply for an EHIC on-line at www.dh.gov.uk/travellers or by calling **0845 606 2030**. Application forms are also available from the Post Office. For other EU residents please contact Your government for details on how to apply for a EHIC in Your country of residence.

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

Single-Trip - Under Section 7 (Cancellation and Loss of Deposit) cover is effective from the date shown on the Schedule and terminates on commencement of the planned Trip.

Annual Multi-Trip - Under Section 7 (Cancellation and Loss of Deposit) cover is effective immediately a Trip is booked or from the policy start date shown on the Schedule (whichever is the latest), and terminates on the commencement of each Trip, or on the expiry of the policy (whichever is the earlier)

All - all other covers commence when You leave Your place of residence or business (whichever is the later), to commence the Trip until the time of return to Your place of residence or business (whichever is earlier) on completion of the Trip. Cover will not commence more than 24 hours prior to booked departure time or cease more than 24 hours after booked return Home.

General Conditions

Our duty to You:

We aim to provide a high standard of service and to meet any claims covered by this Insurance 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:

- 1 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.
- 2 to follow the Claims Procedure (see page 16) 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;
- 3 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;
- 4 to pass on to Us immediately any writ, summons, legal process, or other communication in connection with the claim, unanswered;
- 5 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);
- 6 not to admit liability for any event or offer to make payment without our prior written consent;
- 7 recognising Our right to:
 - a) make Your policy void where any claim is found to be false or fraudulent;
 - b) take over and deal with in Your name the defence or settlement of any claim made under this policy;
 - c) take proceedings in Your name, but at Our expense to recover for Our benefit the amount of any payment made under this policy;
 - d) obtain information from 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 or organisation without Your prior approval);
 - e) pay all claims under the Law of England and Wales (see notes on Governing Law on the front inside cover of this policy); unless We have agreed an alternative with You in writing;
 - f) make payments to You or Your legal representatives.

Definitions

The following definitions apply to this policy. They have the same meaning wherever they appear.

You/Your/insured person

Any person named on the Schedule/Booking Confirmation who is permanently residing in the European Union and is registered with a Medical Practitioner and who does not have dual residency.

We/Our/Us

UK Underwriting Limited on behalf of:
Fortis Insurance Limited except for Section 9 (BONDPLUS Financial Failure) which is underwritten by IGI Insurance Company Limited.

Accident/Accidental

A sudden, unexpected, unusual, specific, violent, external event, which occurs at a single identical time and place and independently of all other causes, resulting directly, immediately and solely in physical bodily injury which results in a loss.

Activity equipment

Specialist equipment belonging to You (including Ski Equipment) or for which You are responsible used specifically for the Insured Activity.

Claims procedure

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

Close business colleague

A person in the same employ as You whose absence from work for a period over 24 hours 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.

Curtailment/curtail

Abandonment of the Trip, either by return to Your Home or to attend a hospital abroad 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.

Event excess

The maximum amount deducted per claim for a single event or occurrence covered under this policy.

This is £50 per person (£100 under Section 1 - Medical & Emergency Expenses, Section 7 - Cancellation & Curtailment and Section 8 - Unexpected Events - B2 Abandonment only).

Under Part F of Section 1 (Medical & Emergency Expenses) You will be responsible for the first £500 of each and every claim for Search & Rescue costs.

Under Section 3 - Personal Liability You will be responsible for the first £200 of each claim (in respect of property damage only).

(Higher excesses may apply under certain sections of the policy as a result of Medical Screening).

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 15).

Hazardous activity

Any dangerous or hazardous activity or occupation representing an increased risk of physical injury or stress, including manual work abroad, mountaineering, parachuting, white water rafting, yachting outside coastal waters unless declared to and accepted by the Scheme Administrators, prior to the date of travel.

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 or European Union.

Insured activity

The activity (activities) as notified to the Scheme Administrators or shown on the Schedule of Insurance and for which the appropriate premium has been paid.

Note: You must act in a reasonable manner and adhere to the rules set out by the governing body of the activity, and use all recommended equipment or protective clothing.

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

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

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.

Mugging

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

Personal possessions

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

Scheme administrators

P J Hayman & Company Limited; Stansted House, Rowlands Castle, Hampshire PO9 6DX. Telephone for cover queries: 0845 230 3526 (or 0845 230 0631 if a Direct Client). Fax: 023 9241 9019.

Schedule/Booking Confirmation

The Schedule/Booking Confirmation is part of the policy. It will show details of You, the Period of Insurance and the cover You have opted for.

Ski equipment

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

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. Note: A Trip must involve pre-booked accommodation or travel unless it is a "one-off" event taking place on a single day.

Unattended

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

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.

United Kingdom/UK

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

Single Trip Notes

At the time of taking out this insurance You must be aged 69 years or under.

The maximum duration under Single Trip is 6 months continuous cover.

In the event of early return (including Curtailment), the policy shall become void on the Insured Persons arrival Home.

Annual Multi-trip Notes

At the time of taking out this insurance You must be aged 69 years or under.

You may take any number of Trips during the period of insurance but the maximum duration for any one Trip should not exceed 60 days.

Geographical Areas

Area 1

United Kingdom

Area 2

The continent of Europe (West of the Ural Mountains), the Channel Islands, the Republic of Ireland, Madeira, Iceland, the Canary Islands, the Azores, countries with a Mediterranean coastline but excluding Israel, Syria and Lebanon.

Area 3

Worldwide except USA/Canada/Caribbean

Area 4

Worldwide including USA/Canada/Caribbean

Part A - Sections 1, 2, 3, 4 and 5

Section 1: Medical & Emergency Expenses

| | |
|------------------------------------|--------------------------------|
| Overall limit: (per person) | £10,000,000 |
| Part E | £20 per day, up to £400 |
| Part F | £50,000 |

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 above in all each Insured Person in respect of:

- A) 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;
- B) 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;
- C) 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;
- D) the transfer of Your body or ashes in the event of death, to Your Home (but excluding funeral and internment expenses), or alternatively, to pay up to £3,500 towards the cost of burial or cremation expenses in the country where death occurs;
- E) a hospital inconvenience benefit (up to the amount shown above) in the event of You being admitted to hospital abroad as an in-patient due to accidental bodily injury or illness sustained abroad during the period of Your Trip;
- F) Search and Rescue costs up to £50,000 (£10,000 within Your country of domicile) 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.

Special conditions relating to claims

1. 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.
2. 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

1. Anything in the General Exclusions.
2. The Event Excess other than in respect of Part E - hospital inconvenience benefit, where no excess will apply and Part (F) Search and Emergency Rescue costs where You will be responsible for the first £500 of each and every claim each Insured Person.
3. In-patient treatment which has not been notified to and agreed by Us or Our Emergency Assistance provider.
4. Outpatient treatment and additional related expenses over £300 unless they have been agreed by Us or Our Emergency Assistance provider.
5. Replenishing supplies of any medication You were using at the start of Your Trip.
6. Any expenses incurred within the United Kingdom or your home country.
7. Any form of cosmetic surgery and/or treatment which in the opinion of a Medical Practitioner could reasonably be delayed until Your return Home.
8. Expenses incurred more than 12 months after the commencement date of the injury or illness.
9. Charges for private room accommodation.
10. Expenses incurred for in-patient treatment or private treatment not specifically authorised by Us or Our Emergency Assistance provider.
11. Ongoing treatment in existence at the time of travel which has not been agreed by Us in writing.
12. 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.
13. 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.
14. Any expenses incurred as a result of a tropical disease where You have not taken the recommended inoculations.

Section 2: Personal Accident

| | |
|------------------------------------|----------------|
| Overall limit: (per person) | £10,000 |
|------------------------------------|----------------|

What You are covered for

Up to the amount shown above in all each Insured Person in full for Your external accidental bodily injury, which independently of any other cause results in:

- A) death, or
- B) 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
- C) permanent and total disablement from engaging in paid employment or paid occupations of any and every kind whatsoever 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

1. Anything in the General Exclusions,.
2. More than £5,000 death benefit when Your age is under 16 years or over 70 years.
3. Permanent total disablement benefit when You are no longer in full time employment and in any event when You are aged 70 years or more.
4. In respect of category (iv) and (v) activities, as notified to the Scheme Administrator, the benefits under this section are reduced to £5,000 unless specified otherwise on the Schedule of Insurance.
5. The contracting of any medical condition
6. The injection or ingestion of any substance.
7. Any event which directly or indirectly exacerbates a previously existing physical bodily injury.

Section 3: Personal Liability

| | |
|------------------------------------|-------------------|
| Overall limit: (per person) | £2,000,000 |
|------------------------------------|-------------------|

What You are covered for

Up to the amount shown above in all each Insured Person in respect of:

1. Your legal liability to a third party arising during the period of the Trip as a result of:
 - a) accidental injury to any person;
 - b) 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

1. Anything in the General Exclusions.
2. The first £200 of each and every claim in respect of loss or damage to temporary holiday accommodation.
3. 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 anyone You are travelling with.
4. Damage to property belonging to, or in the care, custody or control of You or a member of Your family or a person in Your service.
5. Any liability arising out of or incidental to any profession, occupation, or business.
6. Any liability which has been assumed under contract and would not otherwise have attached.
7. Any liability arising out of ownership, possession, or operation of:
 - a) any motorised or mechanically propelled or horse drawn vehicle;
 - b) any aircraft, motorised or mechanically propelled watercraft or sailing vessel;
 - c) any animal.
8. Any liability arising out of the ownership, occupation, possession, or use of any land or building (other than occupation only of any temporary residence).
9. Any liability arising out of the use of any firearms or weapons of any kind.
10. Any liability arising in respect of any wilful or criminal act or assault.
11. Any liability arising in any country in which You own premises, or are resident.

Section 4: Activity Equipment

- A) Activity Equipment
- B) Delayed Equipment
- C) Equipment Hire

| | |
|--|---------------|
| Part A (per person) | £1,000 |
| Single items, pair or set limit | £400 |
| Part B: (per person) | £200 |
| Part C: (per person) | £200 |

What You are covered for

Up to the amount shown above in all each Insured Person in respect of:

- A) loss or damage to Your own Activity Equipment taken with You or purchased on Your Trip but subject to the limits as set out above in respect of single items, pairs or sets, loss of hired Activity Equipment which is Your responsibility;
- B) the hire of essential items if Your own Activity Equipment is misplaced, or stolen on Your outward journey for over 12 hours from the time You arrive at Your Trip destination;
- C) the hire of Activity Equipment if Your own is lost or damaged during Your Trip.

Basis of claims settlement – Activity Equipment

Claims will be assessed as a percentage of the original purchase price and the age of the Ski Equipment at the time of the loss as follows:

- Up to 1 year old – 90%
- Up to 2 years old – 80%
- Up to 3 years old – 60%
- Up to 4 years old – 40%
- Up to 5 years old – 30%
- Over 5 years old – 10%

What You are not covered for

1. Anything in the General Exclusions.
2. The Event Excess in respect of Part A only.
3. Expenses that You would have incurred during the normal course of Your Trip.
4. Loss or damage to any motorised mechanically propelled or horse drawn vehicle, any aircraft, motorised or mechanically propelled watercraft or sailing vessel.

Part A

5. Loss or theft in respect of which a written police report has not been obtained within 24 hours of discovery.
6. Any claim not supported by documentary evidence of value(s) and proof of ownership.
7. Loss or damage caused by normal wear and tear, moth, vermin, atmospheric conditions, gradual deterioration or electrical or mechanical breakdown.
8. Activity Equipment left Unattended away from Your Trip accommodation unless between 6.00am and 11.00pm local time and it is in the locked boot or covered hatchback of a motor vehicle where entry was gained by violent and forcible means.
9. Loss or damage arising from delay, confiscation or detention by customs or other authorities.
10. Property more specifically insured elsewhere.
11. Damaged Activity Equipment not available for Our inspection.

Section 5: Legal Expenses

| | |
|------------------------------------|----------------|
| Overall limit: (per person) | £25,000 |
|------------------------------------|----------------|

What You are covered for

Up to the amount shown above in all each Insured Person 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:

- A) We shall have complete control over the legal proceedings and the appointment and control of a lawyer.
- B) You must follow the legal representatives advice and provide any information and assistance required. Failure to do so will entitle Us to withdraw cover.
- C) We must have access to any and/or all the legal representatives file of papers.
- D) We may include a claim for Our costs and Expenses.
- E) 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

1. Anything in the General Exclusions.
2. Costs and Expenses to pursue a claim against Underwriting Agents, Insurer or Insurers Agent or any other person insured under this policy or with whom You had arranged to travel.
3. 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.
4. Where the claim has been reported more than 180 days after the commencement of the incident giving rise to a claim.
5. 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 of the compensation award.
6. Where You are insured for legal expenses under any other insurance policy.
7. Where, in Our opinion, there is insufficient prospect of success in obtaining a reasonable benefit.
8. Any claim emerging from the pursuance to a contingent fee agreement between You and Your council.
9. Any claim for travel and accommodation expenses, which You have incurred whilst pursuing legal action.
10. Any claim arising from You pursuing legal proceedings as part (or) on behalf of a group or organisation.
11. Any claim for legal costs where You are pursuing legal action relating directly or indirectly to medical negligence or alleged medical negligence.
12. Any claim against Your family or travelling companions.

Note:

- i. We will not be liable for any claim where legal costs and Expenses are based directly or indirectly on the amount of an award.
- ii. This insurance will not extend to covering You in pursuit of any appeal except at Our sole discretion.
- iii. 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.

Part B - Sections 6, 7, 8 and 9

Section 6: Baggage, Personal Effects, Money and Documents

- A) Personal Possessions
- B) Emergency Purchases
- C) Personal Money
- D) Travel Documents

| | |
|--|---------------|
| Part A (per person) | £1,500 |
| Single items, pair or set limit | £300 |
| Valuables limit | £300 |
| Part B: (per person) | £200 |
| Part C: (per person) | £250 |
| Part D: (per person) | £1,000 |

What You are covered for

Up to the amount shown above in all each Insured Person in respect of:

- A) 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, pairs or sets and sports equipment (excluding Activity Equipment which is covered under Section 4).
- B) the purchase of essential items if Your Personal Possessions are misplaced or stolen on Your outward journey 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);
- C) loss of Your Personal Money;
- D) loss of Your Travel Documents (including passport) and, if necessary, additional travel and accommodation (room only) expenses.

Basis of settlement - Part A of this section

If the damaged item is beyond economical repair it will be treated as lost. If an original purchase receipt or valuation is provided We will pay the replacement cost (subject to the limits set out above applying), otherwise We will assess the claim based on the intrinsic value at the time of loss, making allowance for age, and depreciation.

Note: This does not apply to items of clothing and footwear, where claims settlements will be based on the value at time of loss, less an allowance for age and depreciation.

What You are not covered for

1. Anything in the General Exclusions.
2. The Event Excess other than in respect of Part B where no excess will apply.
3. Breakage or damage to:
 - i) fragile articles, paintings, works of art, sculptures, musical instruments, household goods;
 - ii) audio, video, computer, television and telecommunications 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.
4. Contact or corneal lenses, dentures.
5. Perishable goods, bottles, cartons and any damage caused by them or their contents.
6. Any loss of Personal Possessions due to atmospheric or climatic conditions, wear, tear depreciation, moth or vermin, cleaning, restoring, repairing, mechanical or electrical breakdown.
7. Any damage to suitcases unless they are rendered unusable in the opinion of a luggage supplier/repairer.
8. 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 and forcible means.
9. Any loss of personal Money due to depreciation in value, currency changes or shortage caused by any error or omission.
10. Valuables or Money carried in any Unattended suitcases, trunks or similar containers.
11. Unattended Valuables and personal Money unless locked in a safe or safety deposit box or left in Your locked Trip accommodation.
12. Loss or theft of travellers' cheques where the issuer provides a replacement service.
13. Loss or damage arising from delay, confiscation or detention by customs or other authorities.
14. Property more specifically insured elsewhere.
15. Your failure to exercise reasonable care for the safety of Your property as if uninsured.
16. Loss or damage to household goods and Home contents.
17. Claims to anything being shipped under a Bill of Lading
18. Any claim if the loss, damage or theft occurs during a journey or whilst in the custody of an airline or other carrier, and You have not notified the carrier or their handling agent of the incident and obtained an official report or a property irregularity report (PIR).

Section 7: Cancellation, Loss of Deposit or Curtailment

| | |
|--|---------------|
| Overall limit: (per person) | £3,000 |
| Activity Course Fees (pre-paid) limit | £1,000 |

What You are covered for

We will pay up to the amount shown above in respect of travel and accommodation 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:

1. The death, bodily injury or illness of:
 - a) You
 - b) any person with whom You are travelling or have arranged to travel with
 - c) any person with whom You have arranged to reside temporarily
 - d) any Close Relative residing in the United Kingdom or Your European Union country of residence
 - e) a Close Business Associate
2. 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.
3. 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, any person with whom You are travelling or had arranged to travel with.
4. 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.
5. 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

1. 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.
2. 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

1. Anything in the General Exclusions.
2. The Event Excess other than in respect of Loss of Deposit claims where the excess is reduced to £15.
3. More than £1,000 for pre-paid Activity Course fees, unless otherwise agreed by Us in writing.

4. Cancellation charges in excess of those shown in the booking conditions of the travel or accommodation provider or surcharges levied increasing basic brochure prices.
5. 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.
6. Circumstances that could reasonably have been anticipated at the time the Trip was booked or when You purchased this insurance.
7. 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.
8. Curtailment claims where Our Emergency Service provider has not been contacted and authorisation obtained.
9. Government regulation or restriction.
10. Your loss of enjoyment of the Trip, however caused.
11. The omission or default of the provider of transport or accommodation or of an agent through whom the travel arrangements were made (see Section 9 – BONDPLUS).
12. Failure to obtain the necessary passport, visa or permit required for Your journey.
13. 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.
14. Failure to obtain the recommended vaccines, inoculations or medications prior to your trip.

Section 8: Unexpected Events

- A) Travel Disruption
B) Travel Delay

| | |
|--|--------------------------------|
| Part A Overall limit (per person) | £1,000 |
| Part B | - |
| 1. Each 12 hour delay up to a maximum of or | £30 £120 |
| 2. Cancellation after 12 hours Activity Course Fees (pre-paid) limit | £3,000 £1,000 |

What You are covered for

Up to the amount shown above in all each Insured Person in respect of:

- A) reasonable additional accommodation and travel Expenses necessarily incurred to reach the overseas destination or to reach Home due to:
- i. scheduled Public Transport services failing to get you to your destination in time due to strike, industrial action, adverse weather conditions or mechanical breakdown, or the private motor vehicle in which you were travelling suffering from a mechanical breakdown or failure, or
 - ii. the private motor vehicle in which you were travelling being directly involved in a road traffic accident, which resulted in mechanical breakdown or failure,
 - or as a result of the outward or inward flight being delayed, to include Your missing a connecting flight;
- B) 1. delay of at least 12 hours in departure of the aircraft, sea vessel, or train (using the Channel Tunnel), on which You are booked on Your outward or return journey; We will pay the sum shown above for each 12 hour delay up to the maximum shown; or
2. If the outward journey is delayed for more than 12 hours You may opt to abandon Your Trip and claim irrecoverable cancellation costs as shown above;

Note: You may claim under A) or B) but not both.

What You are not covered for

1. Anything in the General Exclusions.
2. The Event Excess in respect of Part A and Part B (2) only.
3. More than £1,000 for pre-paid Activity Course fees, unless otherwise agreed by Us in writing.
4. Expenses that You would have incurred during the normal course of Your Trip.
5. Circumstances already known at the time of taking out this insurance or booking the Trip.
6. Your failure to check in on time or to allow sufficient time to get to the Departure Point.
7. Claims not supported by a written report from the appropriate authorities.
8. Claims that are not justifiable given the circumstances, for example; the fear of an event happening or not taking place.
9. Claims arising directly or indirectly from the delay of travel arrangements caused by or on the order of any government, public or local authority including but not limited to any civil or federal aviation authority.

Section 9: BONDPLUS (Financial Failure)

| | |
|------------------------------------|---------------|
| Overall limit: (per person) | £1,500 |
|------------------------------------|---------------|

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 the cost relating to any paid and non-refundable part of the travel or accommodation arrangements including pre-arranged and paid attractions, forming part of an inclusive holiday arrangement or the cost relating to curtailment of any non-refundable part of the arrangement on a pro-rata basis 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.

What You are not covered for

1. Anything in the General Exclusions or Claims Procedure.
2. Any payment, unless any travel bond or trust fund in force and all other sources of recovery (insurance or otherwise) have been exhausted.
3. The financial failure of any travel accommodation or pre-arranged attraction provider that is in Chapter 11 Bankruptcy or Receivership at the date of booking.

General Exclusions

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

You are not covered for:

- 1) any loss or expense where You have not followed the Claims Procedure;
- 2) any loss or expense or any legal liability, injury, illness or death directly or indirectly due to, contributed to or caused by:
 - a) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, civil commotion, rebellion, revolution, insurrection, military or usurped power;
 - b) terrorist activity;
 - c) participation in any Hazardous Activity, unless this is an Insured Activity for which the appropriate premium has been paid;
 - d) Your suicide, self-injury or any wilful act of self exposure to peril (except where it is to save human life);
 - e) You being under the influence of drugs (except those prescribed by a Medical Practitioner, but not when prescribed for the treatment of drug addiction);
 - f) Your abuse or prior abuse of solvents and alcohol;
 - g) confiscation or detention or nationalisation or requisition or destruction of or damage to property by or under the order of any government or other authority;
 - h) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - i) radioactive, toxic, explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
 - j) pressure waves caused by aircraft and other aerial devices travelling at sonic or super sonic speeds;
 - k) travelling to countries where the British Foreign Office have advised against travel.
- 3) any Consequential Loss unless it is specified in the policy;
- 4) 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 1 (Medical and Emergency Expenses) and Section 2 (Personal Accident) of this policy;**
- 6) any loss where at the time of taking out this insurance or at the time of booking each Trip:
 - a) the person whose condition gives rise to a claim:
 - i) is waiting for an operation, hospital consultation (other than for regular check-ups for a stable condition) or other hospital treatment or investigations, or are awaiting the results of any tests or investigations; or
 - ii) has received a terminal prognosis, or
 - iii) is travelling against medical advice or for the purpose of obtaining treatment;

Note: the exclusion above applies not only to You, but also to Close Relatives or other persons on whom the Trip depends;

- b) Your Trip is outside the United Kingdom and You answer "yes" to any of the "Medical Screening Questions" and fail to telephone the Medical Screening Line (see pages 4 and 5).

- 7) from You travelling against any health requirements stipulated by the carrier, their handling agents or any other public transport provider.
- 8) Any claims arising directly or indirectly from anxiety, stress or depression; except where previously undiagnosed at the time You took out this policy.

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

You must notify Us at the following address:
P J Hayman & Company Limited (Claims Department),
Stansted House, Rowlands Castle, PO9 6DX
or by telephone: **0845 260 1525** (9am - 5pm, Monday - Friday
excluding Bank Holidays) or fax: **023 9241 9049**

When contacting P J Hayman Claims to request a claim form please state your insurance is provided by UK Underwriting Ltd and quote scheme reference 1764C.

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.

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.

2. Fraud

You must not act in a fraudulent manner.

If You or anyone acting for You

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

Then

- We shall not pay the claim
- We shall not pay any other claim which has been or will be made under the policy
- We may at Our option declare the policy void
- 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.

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.

Curtailed/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/Activity 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 baggage/Activity Equipment 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 baggage or Activity Equipment is 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.

Loss of Personal Possessions/Activity 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 17).

Personal accident

Obtain a certificate from the treating Medical Practitioner 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.

Travel delay/travel disruption

You need to obtain a letter from the airline, railway company or shipping line (or their handling agents) which shows the scheduled departure time, actual departure time and the reason for the delay. If You are delayed getting to Your Departure Point, You must provide proof of the delay (e.g. a police or motoring organisation report) and provide receipts for necessary expenses incurred.

Unexpected events

Keep all relevant receipts and obtain, where possible, written details of the event from the local authorities, property owners or tour operator's representative.

Complaints Procedure

Our aim is at all times to provide a first class standard of service. However if You are unhappy with the service provided for any reason, or have cause for complaint, please follow the procedure shown below:

1. If You have a complaint regarding this policy, please write to:

**The Customer Services Manager,
P J Hayman & Company Limited,
Stansted House, Rowlands Castle, Hampshire, PO9 6DX.**

stating the nature of Your complaint and quoting Adventures Travel Insurance scheme.

2. If Your complaint is one of the few that cannot be resolved by this stage, contact:

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

3. If We have given You Our final decision and You are still dissatisfied You may refer Your case to the Financial Ombudsman Service (FOS).

The FOS is an independent body that arbitrates on complaints about general insurance products. It will only consider complaints after We have provided You with written confirmation that Our internal complaints procedure has been exhausted.

The Financial Ombudsman Service
South Quay Plaza, 183 Marsh Wall, London E14 9SR

Your statutory rights are not affected if You do not 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 **Adventures Emergency Assistance Service**.

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 Adventures Emergency Assistance Service. They will direct You to an appropriate medical facility and may be able to guarantee costs on Your behalf.

When contacting Adventures Emergency Assistance Service please state that Your insurance is provided by UK Underwriting Ltd and quoting the appropriate reference number: 1764C.

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 Adventures Emergency Assistance Service 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 Your country of residence.

Returning Early to the United Kingdom or country of residence

If You have to return to the United Kingdom or Your country of residence under Section 1 (Medical & Emergency Expenses), or Section 7 (Loss of Deposit, Cancellation or Curtailed), Adventures Emergency Assistance Service 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. Adventures Emergency Assistance Service reserve the right to repatriate You should Our medical advisors view You as being fit to travel. Adventures Emergency Assistance Service may be contacted from anywhere in the world to provide assistance to You.

Summary of Cover (per Insured Person)
Part A cover – Sections 1-5; Part B cover – Sections 6-9

Part A

| Section | Limits | Excess – per event |
|--|---|---|
| 1. Medical & Emergency Expenses (Not UK) - Hospital Inconvenience Benefit - Emergency dental treatment (for relief of pain only) - Search & Rescue costs | £10,000,000 £400 (£20 per day) £200 £50,000 (£10,000 in country of domicile) | £100 per person (other than Hospital Inconvenience Benefit claims – Nil) £500 per person |
| 2. Personal Accident | £10,000 | Nil |
| 3. Personal Liability | £2,000,000 | Nil (£200 in respect of property damage) |
| 4. Activity Equipment (Single item, pair or set limit) - Delayed activity equipment (over 12 hours) - Activity equipment hire | £1,000 £400 £200 £200 | £50 per person Nil Nil |
| 5. Legal Expenses | £25,000 | Nil |

Part B

| Section | Limits | Excess – per event |
|---|--|---|
| 6. Baggage, Personal Effects, Money & Documents Personal Possessions (Single item, pair or set limit) (Valuables limit) Delayed Baggage (over 12 hours) Loss of Personal Money Loss of Travel Documents (incl. Passport) | £1,500 £300 £300 £200 £250 £1,000 | £50 per person Nil £50 per person £50 per person |
| 7. Cancellation, Loss of Deposit or Curtailment (Pre-paid Activity Course Fees limit) | £3,000 £1,000 | £100 per person (other than loss of deposit claims - £15 per person) |
| 8. Unexpected Events Travel Disruption (costs to reach destination) Travel Delay - each 12 hour delay - up to a maximum, or - Abandonment (after 12 hours delay) (Pre-paid Activity Course Fees limit) | £1,000 £30 £120 £3,000 £1,000 | £50 per person Nil Nil £100 per person |
| 9. BONDPLUS (Financial Failure) | £1,500 | Nil |