

Your handbook

Important contact numbers

Whether at home or abroad please remember that we are readily available to help you deal with membership queries or make a claim. For medical emergencies, our telephone service is available 24 hours a day, 365 days a year.

Claims Team

+44 (0) 1892 503 856

Monday to Friday: 8am - 6pm, UK hours

Call us for help with any matters relating to the **plan** – including amendments and change of address. To add **family members** to the **plan** please speak to your scheme administrator.

International Travel Claims Helpline

+44 (0) 1892 614 200

Monday to Friday: 8am - 6pm, UK hours

To make a claim, please ensure you telephone our Travel Claims Helpline within 31 days of returning to your **home area**. (For more information see page 5.)

International Emergency Medical Assistance

+44 (0) 1892 513 999

Open 24 hours a day, 365 days a year

You have the reassurance of knowing that worldwide medical advice and help in an emergency is just a phone call away. (For more information see page 5.)

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

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

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1 Welcome to the International Travel Plan membership handbook

When we refer to 'you' or 'your' throughout this document, we mean any **insured members** named on the **travel plan**. When we use 'we', 'us', or 'our', we mean AXA Global Healthcare (UK) Limited acting on behalf of XL Catlin Insurance Company UK Limited, who is the insurance company who underwrite this product.

This handbook sets out the terms of the **travel plan**. The **travel plan** is provided to your employer who has chosen this **travel plan** to provide cover for its employees.

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

Insured members are entitled to the benefits as set out within this handbook subject to receipt of premium(s) from the **company**.

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

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

International Travel Plan – your perfect travelling companion

Whether you're off on holiday or going away on business, you can trust the **travel plan** to keep you well protected against the unforeseen.

Your cover is valid all year round – no matter how many times you travel – with up to 95 days' cover allowed on any single trip abroad (up to a maximum of 183 days per renewal year).

Please read the contents of this handbook carefully and be sure to take it with you on your travels.

2 What you are covered for

The plan's key benefits at a glance

Benefits	Section	Cover
Additional travel and accommodation expenses	Section 1	£3,000
Personal accident*	Section 2	£25,000
Personal baggage single item limit: up to a maximum of:	Section 3	£350 £1,500
Delayed baggage*	Section 3	£150
Personal money cash limit up to:	Section 3	£500 £250
Loss of passport	Section 3	£250
Loss of deposit or cancellation	Section 4	£5,000
Cancellation or curtailment	Section 4	£5,000
Travel disruption	Section 5	£3,000
Delayed departure* for every 12 hours: up to a maximum of:	Section 6	£50 £100
Extended delay	Section 6	£2,000
Missed departure	Section 7	£1,000
Assault benefit each night:	Section 1	£50
up to a maximum of:		£1,000
Catastrophe cover	Section 8	£300
Legal expenses*	Section 9	£25,000
Personal liability*	Section 10	£2,000,000

Please note:

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

Benefits are subject to the conditions, limitations and exclusions detailed in the membership agreement.

The limits for Section 1, Section 2 and Section 9 are for each **year**. The limits for Section 3, Section 4, Section 5, Section 6, Section 7, and Section 8 are for each **period of cover**.

This **plan** does not cover medical costs. Medical cover is provided by your Global Health Plan from AXA.

3 Contacting us in a medical emergency

Reassurance - 24 hours a day, 365 days a year

Call +44 (0) 1892 513 999

One phone call to the **International Emergency Medical Assistance Service** (IEMAS) from anywhere in the world can bring urgent help and medical advice to anyone covered by one of our travel policies who is sick or injured and in need of in-patient hospitalisation.† Facilities are available to evacuate a patient to a suitable hospital for treatment or bring them back home if medically required.

How to get help

IEMAS is manned 24 hours a day and, in most cases, will be able to give you immediate advice. The advisers can also make things easier by putting you in touch with an English-speaking doctor, if necessary, who may help arrange treatment locally and ensure that current arrangements are satisfactory. Please make sure that when you contact the helpline you have your membership number to hand.

To make a claim

It is very important that if anyone covered by this **travel plan** is admitted to hospital whilst abroad to try to ensure that:

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

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

To make a claim you will require proof of travel, for example, the booking invoice or airline ticket as well as all original receipts, medical report certificates and other relevant documents.

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

*Please note – we may record and/or monitor calls for quality assurance, training and as a record of our conversation.

†Please note – this service is strictly for medical emergencies only.

4 What to do if you need to make a claim

Step One	Request a claim form by calling:	
	+44 (0)1892 614 200. We may record and/or monitor calls for quality assurance, training and as a record of our conversation.	
Step Two	Complete the claim form in full and submit within 31 days of your return to your home area (unless this is not reasonably possible).	
	 Ensure all the necessary information is enclosed relevant to your claim. Include the original accounts, bills or receipts and proof of travel, such as a booking invoice or airline tickets. Failure to supply these details may result in a delay in assessing your claim. 	
Step Three	Send in the completed claim form and documentation to: AXA Travel, PO Box 400, Tunbridge Wells, Kent TN1 2WJ, UK.	
Step Four	Your claim will be assessed and all eligible payments will be made.	
Step Five	You will receive a claims benefit statement confirming the amount of benefit paid for each claim.	

5 The right thing to do if something goes wrong

Obviously we hope your overseas holiday or business trip goes without a hitch, but should a problem occur it will help us to process your claim much more quickly if you follow some simple procedures and send us all the right documents.

Here are the answers to some of our most frequently asked questions:

What if I have to cancel my trip because of illness?

Just ask your **medical practitioner** to complete and sign the medical certificate included in the AXA cancellation claim form. You will need to send this to us along with your overseas trip booking invoice, receipt and cancellation invoice.

What if I have to cut short my holiday due to accident or illness?

We will need to see a **medical practitioners'** letter confirming that it is necessary for you to **curtail** your trip. We will also need your holiday booking invoice and receipt to support your claim.

What should I do if another party is responsible for some of my claims costs?

You must contact us if you are able to recover any part of your claims costs from any other party, for example if you have another insurance policy, cover through a state healthcare system or are legally entitled to recover costs from another third party. We will only pay our proper share.

What's the procedure if my baggage is lost, stolen, damaged or delayed?

If you lose your baggage or it is stolen, this must be reported to the police within 24 hours and you should obtain a Police Report.

If your baggage is lost or damaged whilst being carried by an airline, railway or ship, report this in writing to the carrier as soon as possible (at least within three days). Make sure you receive a Property Irregularity Report or similar documentation. Please keep copies of any correspondence you send or receive, as well as the retained portion of the travel tickets and baggage tickets.

In the event of your baggage being damaged, obtain an estimate for the repair.

If the article is not repairable, get a letter of confirmation from the repairers. Please retain the damaged item wherever possible.

To support a claim for damaged, **lost or stolen items**, we will require receipts showing the purchase price and date of purchase or a similar proof of ownership such as a credit card statement.

If your baggage is delayed for more than 12 hours, obtain written confirmation of this from the carrier. You will also need receipts to support your claim for any emergency purchases you have to make.

What if I lose my passport?

Report it to the police within 24 hours and get a Police Report. If you incur costs when obtaining replacement documentation e.g. extra travel, unplanned accommodation or statutory charges, be sure to keep all your receipts.

What if my money is lost or stolen?

This should be reported to the police without delay – certainly within 24 hours of discovering the loss. Please obtain a Police Report.

If you have lost Travellers Cheques, you should report this immediately to the local branch, agent or issuing authority and apply to them for a refund. If, for any reason, you are unsuccessful in getting a refund, you will need a letter from them confirming this fact.

If you have lost your currency, you will need evidence of conversion from the bank, such as a currency conversion bank slip.

If you have lost sterling or cheques, you will need confirmation of cancelled cheques and bank statements.

What if I fail to reach my departure point from my home area?

If your transport breaks down, please make every effort to reach your departure point on time. Should you still miss your flight, train, coach, ship, ferry or cross-channel train, get a receipt for any alternative transport needed to reach your destination. If public transport lets you down, please obtain written confirmation from the carrier explaining the cause.

What if my outward or return journey is delayed for more than 12 hours?

Please obtain detailed confirmation from the carrier (or their handling agent) explaining the reasons for the delay, its precise duration and the original itinerary.

What if my holiday is delayed from my home area for more than 24 hours?

Please obtain detailed confirmation from the carrier (or their handling agent) explaining the reasons for the delay, its precise duration and the original itinerary.

What if I accidentally injure someone outside my immediate family and they wish to seek compensation?

We will require the name and address of the person injured; a full description of the injuries suffered; plus full details of the accident – including how, when and where it occurred.

6 Membership agreement

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Introduction and eligibility

Some words and phrases we use have special meanings and definitions. These meanings are set out in the section headed '**Definitions**'. When we use any of these terms they are printed in bold. Except as added to or changed by section 2 of this document the words and phrases used in the **travel plan** have the same meanings as in your private medical insurance **plan**.

1 Introduction

1.1 Administration

Your **travel plan** is insured by XL Catlin Insurance Company UK Limited and administered by AXA Global Healthcare (UK) Limited.

1.2 The travel plan

You can obtain cover under the **travel plan** only if you have a current membership in one of our International private medical insurance policies. The **travel plan** is, except as specifically provided in this document, subject to the same terms and conditions as the private medical insurance **plan**.

1.3 Premiums

The **travel plan** forms part of your private medical insurance **policy**. It is your responsibility to ensure that the premium(s) for your private medical insurance **policy** is paid; no cover exists unless it has been received by us. This is particularly important as your **company** pays for the private medical insurance **plan**. You must check with your **company** that all payments are up to date.

1.4 Will I have to pay income tax on the premiums?

If cover is available under an arrangement with your employer, membership of the **travel plan** will give rise to a liability for income tax on the premiums paid by your employer less any amount made good by you as the employee.

1.5 Renewal

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

The **travel plan** is current for a **year** and the renewal date for the **travel plan** is the same as for the private medical insurance **plan**.

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

If the private medical insurance **plan** terminates at any time for any reason the **travel plan** automatically terminates on the same date. This **travel plan** is not available independently. If any family member ceases to be included in the private medical insurance **plan** this **travel plan** ceases from the same date in respect of that **family member**.

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

1.6 Cancellation period

As the **travel plan** is part of a group membership that has been arranged by your **company** you are not able to cancel it. If you want to stop your membership to the **plan**, please contact your **group** administrator.

1.7 Level of cover

The Claims Conditions on page 16 and General Exclusions on page 17 apply to the whole of the **travel plan**. Each section states the level of benefits payable and any limits, conditions and exclusions applying specifically to that section.

Please consult the Benefits Table on page 4 and the relevant sections of this membership agreement for details of the maximum sums payable and the limitations applying to your cover.

1.8 Third Party Rights

Only the **company** and we have legal rights under this **travel plan** and it is not intended that any clause or term of this **travel plan** should be enforceable, by virtue of the Contact (Rights of Third Parties) Act 1999, by any other person, including any **insured member** or **family member**.

Eligibility

1.9 Family members

You must include the other **family members** from the private medical insurance **plan** in the **travel plan**. For more information, please refer to your membership documents.

1.10 Cover

We can refuse to give or renew cover or we can make cover subject to specific conditions or limitations.

1.11 Leaving the scheme and want to continue your cover?

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

For the vast majority of existing members, we can cover you for existing medical conditions with no additional medical underwriting, when transferring to a plan with us.

We recommend that you contact your scheme administrator to confirm if any special continuation arrangements are in place or contact us as soon as you know you will be leaving your company scheme on +44 (0) 1892 504 444. We may try to get in touch with you as soon as we know you are leaving your company to let you know more about your options. Should you wish to review your options with us you won't need to fill in any forms, everything can be arranged on the phone.

2 Definitions

When we refer to 'you' or 'your' throughout this document, we mean any insured members named in the **travel plan**. When you see 'we', 'us' or 'our' we mean AXA Global Healthcare (UK) Limited acting on

behalf of XL Catlin Insurance Company UK Limited, who is the insurance company that underwrites this product.

act of terrorism

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

close relative

husband or wife, partner, civil partner, fiancé(e), parent, parent-in-law, child, son-in-law, daughter-in-law, brother, brother-in-law, sister, sister-in law, grandparent, grandchild.

company

the **company** or legal entity who hold the group insurance policy with XL Catlin Insurance Company UK Limited that the **travel plan** is part of.

company agreement

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

curtailment/curtail

Either:

- cutting short the overseas journey by immediate return to your home area; or
- being admitted as an in-patient at a hospital outside of your **home area**; or
- the period during which you are confined to your accommodation for more than 72 hours on the orders of a medical practitioner

family member

(1) your current spouse or civil partner or any person (whether or not of the same sex) you live with permanently in a similar relationship and (2) any of their or your children (living with you when you take out the **travel plan** or when it is renewed). Children cannot remain on the **travel plan** after the renewal date following their 25th birthday. For more information, please refer to your membership documents.

home area

the country where you live or intend to live for most of the year and will be shown as your address on our records.

insured member

you and/or any family member included in the travel plan.

insured period

a year except when the **travel plan** is first arranged in conjunction with a private medical insurance **plan** when it is the period from the date of enrolment to the next renewal date of the private medical insurance **plan**.

medical condition

any disease, illness or injury including psychiatric illness.

medical practitioner

a person who has the primary degrees in the practice of medicine and surgery following attendance at a recognised medical school and who is licensed to practice medicine by the relevant licensing authority where the treatment is given. By 'recognised medical school' we mean 'a medical school which is listed in the current World Directory of Medical Schools published by the World Health Organisation'.

overseas journey

any journey which involves travelling outside the **insured member's home area** and ends on return to the **insured member's home area**.

period of cover

the period during which the insured member is undertaking an overseas journey.

plan

the current private medical insurance **plan** administered by AXA Global Healthcare (UK) Limited and insured by XL Catlin Insurance Company UK Limited.

pre-booked

any pre-paid booking made at least 24 hours prior to the start of the scheduled departure time of the **overseas journey** shown on the **insured member's** ticket(s).

station

the railway station where the **insured member** is due to board the **train**.

train

Eurostar or Eurotunnel.

travel plan

all the terms, limitations, conditions and exclusions contained in this document and all relevant terms, limitations, conditions and exclusions contained in the terms of your private medical insurance **plan**.

vear

a year except when the **travel plan** is first arranged in conjunction with a private medical insurance **plan** when it is the period from the date of enrolment to the next renewal date of the private medical insurance **plan** and periods of twelve calendar months thereafter.

3 General conditions

3.1 Commencement of cover

Section 1 - Additional travel and accommodation expenses

Section 2 - Personal accident

Section 3 - Personal baggage, loss of money and loss of passport

Section 9 - Legal expenses

Section 10 - Personal liability

Each **period of cover** begins when the **insured member** passes through passport control of the station, port or airport in the **home area** to commence an **overseas journey** and continues until the time of exit from passport control of the **station**, port or airport on arrival back in the **home area** on completion of the **overseas journey** (see also 'Time limits' on page 14).

Section 4 – (Cancellation and curtailment) and Section 5- (Travel disruption)

In respect of Section 4 (loss of deposits or cancellation) and Section 5 (Travel disruption) the period of cover commences immediately once a booking for an **overseas journey** has been made (or on the date upon which the **travel plan** is effected if later) and terminates on the date on which the **overseas journey** starts.

Section 6 - Delayed departure or extended delay

In respect of Section 6 (Delayed departure or extended delay) the **period of cover** operates from the time the **insured member** was required by the relevant itinerary to check-in at the departure point until the booked **train**, aircraft or sea vessel actually departs.

Section 7 - Missed departure

In respect of Section 7 (Missed departure) the **period of cover** operates from the time the **insured member** begins the journey until arrival at the departure point.

When the **travel plan** first begins for any member a **period of cover** shall not operate in respect of any **overseas journey** already commenced. If your **company** transfers to this **travel plan** mid-way through your **overseas journey** you will have cover under the **travel plan** from the date the **company** joins. We may ask for confirmation of your previous cover.

3.2 Time limits

3.2.1 Maximum length of an overseas journey

Each **period of cover** is limited to a maximum of 95 consecutive days or to the maximum number of days for which the private medical insurance **plan** gives cover outside your **home area**.

Except as provided specifically by 'Automatic extension' below, there is no cover under the **travel plan** for any single **overseas journey** which lasts, or which was planned or expected to last, more than 95 days (or any relevant lesser period) even if the **period of cover** crosses a renewal date.

While there is no limit to the number of single **overseas journeys** which may be undertaken there is a total, overall maximum of 183 days' cover during any **insured period** (unless the private medical insurance **plan** provides a lesser period of cover outside your **home area** in which case cover is limited to that period).

3.2.2 Automatic extension

The **period of cover** will automatically be extended (provided the **travel plan** remains in force and has, if necessary, been renewed) if, for unavoidable reasons the **insured member** is unable to complete an **overseas journey** before the **period of cover** has expired. By this we mean the inability of an **insured member** to travel for medical reasons or for reasons beyond the **insured member's** control where there is no available scheduled public transportation.

The extension will be for such period of time as is reasonably necessary to enable the **overseas journey** to be completed.

3.3 Variations

No employee, agent or broker has any authority to change the terms of this **travel plan** or to waive any of its provisions.

3.4 Family members

When you deal with us you are acting on behalf of any **family member** included in this **travel plan**.

3.5 Fraud

You must not act in a fraudulent manner.

If you or any **insured member** or anyone acting on behalf of an **insured member**:

- make a claim under the travel plan knowing the claim to be false or 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 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 **travel plan**;
- we may at our option declare your membership to the travel plan void;
- we shall be entitled to recover from you the amount of any claim already paid under the travel plan since the last renewal date;
- we shall not make any return of premium(s);
- we may inform the police of the circumstances.

3.6 Governing law

People entering into an agreement are allowed to choose which law it is to be governed by. We only enter into agreements if they are governed by English law and this **travel policy** will be governed by English Law and subject to the exclusive jurisdiction of the courts of England and Wales.

If you live outside the European Economic Area (EEA), you and we agree to submit to the exclusive jurisdiction of the courts do England and Wales.

3.7 International sanctions

We will not do business with any individual or organisation that appears on an economic sanctions list or is subject to similar restrictions from any other law or regulation. This includes sanction lists, laws and regulations of the European Union, United Kingdom, United States of America or under a United Nations resolution. We will immediately end cover and stop paying claims on the **travel plan** if you or a **family member** are directly or indirectly subject to economic sanctions, including sanctions against your country of residence. We will do this even if you have permission from a relevant authority to continue cover or premium(s) payments under a policy. In this case, we can cancel your membership to the **travel plan** or remove a **family member**

immediately without notice, but will then tell you if we do this. If you know that you or a **family member** are on a sanctions list or subject to similar restrictions you must let us know within 7 days of finding this out.

3.8 Language

This **travel plan** is written in English and all other information and communications to you relating to this **travel plan** will also be in English.

4 Claims conditions

4.1 Proof

You will be required to provide all necessary proofs, including proof of travel and the dates, when making a claim. You will also have to provide, at your expense, all relevant original receipts, certificates, information and evidence reasonably required by us to enable the claim to be assessed.

We reserve the right to undertake appropriate investigations to find out more about your claim. We will pay any fee involved for such investigations. However, this reservation does not relieve you of any obligations to provide the documents and information referred to above.

4.2 Proceedings against third parties

We may, at our own expense, take proceedings in the **insured member's** name to recover compensation from any third party in respect of any indemnity paid under the **travel plan**. The **insured member** must give such assistance as we shall reasonably require; any amount recovered shall belong to us.

4.3 Excess

A £50 excess applies to each incident claimed for under each section by each insured member.

This means that a claim may involve more than one excess if the insured member is claiming benefits under more than one section of this **travel plan**.

If an **insured member** claims for more than one incident under a section of the **travel plan**, the excess will apply to each incident.

Please note: where we do not pay the first amount of any claim, it cannot be claimed against any other insurance policy underwritten by XL Catlin Insurance Company UK Limited.

An excess of £50 automatically applies to all benefits except for those marked '*'.

4.4 Reasonable care

We are entitled to refuse to pay any claim unless the **insured member** exercises all reasonable care to prevent accident, injury, illness, loss or damage.

5 Making a claim

If anything happens which gives rise to a claim under the **travel plan** you must contact AXA through the telephone number given below within 31 days of your return to your **home area** (unless this was not reasonably possible). You will be asked to give full details of the claim including the section under which you are claiming.

AXA: Telephone: +44 (0) 1892 503 856

We assess claims made in a non-sterling currency by converting the amount claimed into sterling. We will use the exchange rate used by your bank or credit card company if the **insured member** provides us with the relevant bank or credit card statement relating to the claim.

Please note

Where there are currency or exchange rate controls in place, we may not use the rate published. In these circumstances, we may contact you to request evidence of the exchange rate used when you purchased the currency and we will use that exchange rate to reimburse you.

Please remember

You must complete your claim within 31 days of the completion of the **overseas journey** (unless this was not reasonably possible).

You must provide proof of travel and all relevant original receipts and reports.

Please ensure you keep this document in a safe place together with the travel plan insurance statement in case you need them to make a claim. Bear in mind that you will also need to refer to your policy terms and the terms of international emergency medical assistance.

6 General exclusions

Claims will not be paid under any section caused by:

6.1 Losses

any losses that are not directly associated with the incident that caused you to claim, unless expressly stated in this **travel plan**.

Claims will not be paid under any section caused directly or indirectly by:

6.2 Computer date change

the failure or fear of failure or inability of any equipment or any computer programme, whether or not you own it, to recognise or to interpret correctly or to process any date as its true calendar date, or to continue to function correctly beyond that date.

This exclusion shall not apply to benefits under section 2 (Personal Accident).

6.3 Dangerous activity

any claim, or death or bodily injury, arising from participating in any dangerous activity.

6.4 Radioactive or chemical contamination

ionising radiation or contamination by radioactivity contamination from any nuclear waste, from combustion of nuclear fuel or the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component of such assembly or from any chemical or toxic waste.

6.5 War and terrorist risks

your active participation in war, **act of terrorism**, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, civil commotion, confiscation or nationalisation or requisition or destruction of, or damage to, property by or under the order of any government, public or local authority. This includes any **treatment**

needed as a result of you exposing yourself to needless peril, such as going to a place of unrest as an active onlooker or a spectator.

6.6 Illegal acts

any claim arising directly or indirectly from any participation in or as a consequence of engaging in any illegal act.

6.7 Substance abuse

any loss or expense which arises from or is in any way connected with alcohol abuse, or drug or substance abuse.

6.8 Professional sports

the **insured member** engaging in, or training for, any sport for which the **insured member** receives a salary or monetary reimbursement, including grants or sponsorship (unless the **insured member** receives travel costs only).

6.9 Sports activities excluded

the **insured member's** participation in base jumping, cliff diving, flying in an unlicensed aircraft or as a learner, martial arts, free climbing, mountaineering with or without ropes, scuba diving to a depth of more than 10 metres, trekking to a height of over 2,500 metres, bungee jumping, canyoning, gliding, hang-gliding, paragliding or microlighting, parachuting or skydiving, potholing, skiing off-piste or any other winter sports activity carried out off-piste.

6.10 Travelling against UK Foreign and Commonwealth Office advice

If, at the time of travelling, the UK Foreign and Commonwealth Office had advised against all travel to that specific country or area, this exclusion will apply to all Sections, whatever your reason for travel.

It is recommended that the **insured member** contacts the UK Foreign and Commonwealth Office or their tour operator/airline before travel to establish the current UK Foreign and Commonwealth Office advice. This will ensure the **insured member** is aware of the content of cover before travelling. Relevant information is available on their website: fco.gov.uk.

7 Cover

Section 1 Additional travel and accommodation expenses

There is cover for up to £3,000 in all for each insured member in any insured period.

Cover is available for:

additional travelling and accommodation expenses which are necessarily incurred by the **insured member** outside their **home area** as a direct consequence of bodily injury sustained by the **insured member** or of unforeseen sickness of the **insured member** which has occurred while the **insured member** was on an **overseas journey**;

additional travel and accommodation expenses of one relative or one friend who is required, on written medical advice, to accompany an **insured member** who has suffered injury or sickness as in (a) above.

Please note:

Benefit for any necessary emergency repatriation and/or evacuation will only be paid if those services are provided by and through XL Catlin Insurance Company UK Limited. The terms applicable to repatriation and/or evacuation are provided with the private medical insurance **plan**. In the event of there being any conflict, provisions of this Section 1 and the terms of the evacuation or repatriation service will apply.

Cover is available for travel and accommodation expenses of a similar standard to that originally booked and paid for.

There is no cover for:

- any expenses incurred in the circumstances which are excluded by the exclusions and limitations section of the private medical insurance **plan** unless and to the extent of any change made in this **travel plan**;
- ii) normal pregnancy or childbirth is not covered in any circumstances but the treatment of a medical condition which is due to and occurs during pregnancy will be paid for subject to all other benefit limitations and exclusions on this travel plan;
- iii) any expenses incurred in the home area;
- iv) the first £50 of each and every claim per incident for each **insured member** (this will not apply to claims for loss of deposit);
- v) travel against any health requirements stipulated by the carrier, their handling agents or any other public transport provider.

Assault benefit

Cover is available for:

(a) £50 for each night up to a maximum of £1,000 for each **insured period**, if, during an **overseas journey**, the **insured member** is assaulted and, as a result of the injuries received, is admitted as an in-patient to a hospital during an **overseas journey**. This benefit is in addition to any amounts payable under the **travel plan**.

There is no cover for:

(i) any claim unless a report is made to the police within 24 hours of the assault.

Section 2 Personal accident

Additional definitions applying to Section 2:

bodily injury

an injury caused by external accidental violent and visible means and which, within twenty four months from the date of the accident, results solely, directly and independently of any other cause in the **insured member's** death, dismemberment or **permanent total disablement**.

loss of limb

the loss by permanent physical severance of a hand at or above the wrist or of a foot above the talus (ankle bone).

loss of an eye

the complete and permanent loss of sight or an eye.

permanent total disablement

absolute disablement from being able to carry out any gainful employment or gainful occupation for twelve consecutive months from the date of the accident in circumstances where, at the end of that time, there exists no reasonable probability of improvement.

Any contributory medical condition or disability, whether or not known by the **insured member** to be in existence at the time of sustaining the bodily injury will be taken into account by us in assessing benefits payable in respect of death or **permanent total disablement**.

The maximum amount of benefit we will pay under this Section 2 for one or more injuries sustained by an **insured member** during any **insured period** shall not exceed £25,000.

Cover is available for:

The following benefits will be paid if, during a **period of cover**, an insured member sustains a **bodily injury** which has been caused solely and directly by external accidental means:

Ben	efit	Up to age 16 years	Over 16 years
(a)	death:	£2,000	£25,000
(b)	the loss of one or more limbs or one or both eyes:	£25,000	£25,000
(c)	permanent total disablement	£25,000	£25,000

There is no cover for:

- (i) under (a) or (b) in the table above unless such death or loss occurs within 24 months of the date of the **bodily injury** and;
- (ii) under (c) unless satisfactory written medical evidence is provided to us that the disablement has continued for 12 consecutive months from the date of the **bodily injury** and that in all probability, it will continue for the remainder of the **insured member's** life;
- (iii) any loss or expense which is in any way connected with an **insured member's** suicide or attempt at suicide, wilfully self-inflicted injury or self-exposure to needless peril (except in an attempt to save human life); and
- (iv) any claim, or any death or **bodily injury**, arising from participation in any sport listed in 6.9 of the General Exclusions Section on page 13.

Section 3 Personal baggage, loss of money and loss of passport

Additional definitions applying to Section 3:

personal baggage

each of the **insured member's** suitcases, trunks and similar carrying devices and their contents, being portable items that you wear or carry around for personal use, adornment or convenience but excluding building fixtures and fittings and personal money.

You are covered for up to £1,500 in all for each insured member in any period of cover:

Loss of personal baggage, delayed baggage, loss of personal money and loss of passport

Loss of baggage		
Maximum payable	Maximum payable for	
	Set of articles	Single article
£1,500	£350	£350

Loss of personal money	
Maximum payable for personal money	Up to the following for cash
£500	£250

Loss of passport	Delayed baggage
Maximum payable	Maximum payable
£250	£150

Cover is available for:

Lost, damaged or stolen personal baggage

(a) Loss of, damage to or theft of personal baggage which is owned by the **insured member** and is taken, sent in advance or purchased during a **period of cover**.

If the article is less than two years old at the date of the loss we have the right, at our option, either to provide a replacement or to pay the replacement cost. If the **insured member** cannot prove the age of the lost article, or if the article was more than two years old, we will pay either the value of the article after allowing for wear and tear or the cost of repair, whichever is the less.

If any article is proven to be beyond economical repair we will treat the article as having been lost.

You must provide us with proof of ownership of any items lost, damaged or stolen. This could be an original receipt showing the date and price of the purchase, a credit card statement or similar.

Delayed personal baggage

(b) Emergency purchases of essential items of clothing or personal requisites which result from any temporary loss of **personal baggage** as a result of delay or misdirection in delivery by a carrier provided that such delay or misdirection lasts for more than twelve hours from the time the **insured member** arrives at the outward destination.

There is no cover for:

(i) claims under both (a) and (b) in respect of the same loss;

- (ii) loss or damage arising from delay or confiscation or detention by customs or other officials;
- (iii) loss or damage to contact or corneal lenses;
- (iv) loss or damage to bonds, coupons, stamps, negotiable instruments, securities or documents of any kind;
- (v) damage to fragile articles (by which we mean any article which is susceptible to damage unless appropriate care is taken);
- (vi) normal wear and tear or any mechanical or electrical breakdown or derangement;
- (vii) loss or damage to luggage while it is in the custody of an airline or any other carrier unless such loss or damage is reported in writing to the carrier within three days of discovery and a written report (Property Irregularity Report in the case of an airline) is obtained from the carrier explaining the circumstances of such loss or damage;
- (viii) theft or suspected theft of baggage or personal effects unless it is reported to the police (or the hotel management if it is stolen in an hotel) and written confirmation is obtained from them;
- (ix) loss or damage to films, tapes, cassettes, cartridges or discs other than for their value as unused material unless purchased pre-recorded when up to the makers list price will be paid;
- (x) loss or damage to perishable goods, bottles, cartons or any subsequent damage caused as a result thereof unless appropriate care is taken;
- (xi) loss or damage to personal baggage whether or not carried in suitcases, trunks or containers of a similar nature unless at all times they are attended by the insured member or deposited in a safety deposit box (where available) or left in the insured member's locked personal accommodation or personal baggage left out of sight in a locked luggage area or locked motor vehicle following forcible and violent entry;
- (xii) loss or damage due to atmospheric or climatic conditions, moth or vermin;
- (xiii) the first £50 of each and every claim per incident for each **insured member** (this will not apply to (b) Delayed personal baggage).

Personal money

cash, bank or currency notes, cheques, travellers cheques, postal or money vouchers, travel tickets or pre-paid vouchers.

Cover is available for:

(a) Personal money

Personal money by which we mean cash, bank or currency notes, cheques, travellers cheques, postal or money orders, travel tickets or pre-paid vouchers during a **period of cover**.

Benefits in respect of loss of currency will be limited to any amount permitted by any currency regulations which may be in force at the date of commencement of travel.

Benefits are, in any event, only payable in respect of losses not recoverable by replacement of such travellers cheques.

(b) Loss of passport

Additional unplanned travel and/or accommodation costs necessarily incurred by the **insured member** to obtain a replacement passport or similar documentation to allow completion of the **overseas journey** where such passport has been lost, stolen or destroyed. We will pay for travel and accommodation expenses of a similar standard to that originally booked and paid for.

Necessary statutory charges made by the relevant authority to provide such replacement passport or similar documentation.

There is no cover for:

- (i) confiscation or detention by customs or other officials;
- (ii) loss of personal money unless it is in the insured member's possession or deposited in a safety deposit box (where available) or left in the insured member's locked personal accommodation;
- (iii) loss of travellers cheques unless the loss is immediately reported to the local branch or agent or issuing authority. Benefits are, in any event, only payable in respect of losses not recoverable by replacement of such travellers cheques;
- (iv) devaluation of currency or shortages due to errors or omissions during monetary transactions;
- (v) loss of promotional vouchers of any description (including air miles and timeshare points);
- (vi) the first £50 of each and every claim per incident for each **insured member**.

Please note: You are reminded that **insured members** must at all times exercise all reasonable care in ensuring the safety of their **personal money**.

Section 4 Cancellation and curtailment

There is cover for up to the following amount in all for each **insured member** in any **period of cover**: International Travel Plan - £5,000

Cover is available for:

Loss of deposits or pre-paid charges for travel and accommodation (including the cost of prebooked and pre-paid excursions) which were paid in respect of an **overseas journey** and which were for the sole benefit of the **insured member** and which cannot be recovered if the **overseas journey** has to be cancelled before departure from the **home area** because of;

- (a) the accidental **bodily injury** to or illness or death of:
 - i) the insured member;
 - ii) any person with whom the **insured member** is travelling or has arranged to travel;
 - iii) any person with whom the **insured member** has arranged to reside temporarily;
 - iv) any close relative or any person for whom the insured member holds power of attorney.

- (b) jury service, attendance as a witness at a court of law following receipt of a subpoena, or redundancy which qualifies for payment under the UK Employment Protection (consolidation) Act 1978 or any subsequent amendment of that act or such equivalent legislation applicable in the **insured member's home area**, and where such jury service, attendance at court or redundancy involves the **insured member** who had arranged to travel or that **insured member's** husband, wife, civil partner or partner; or
- (c) the withdrawal of leave for members of the Armed Forces, or employees of a Government Department. Provided that such cancellation or **curtailment** could not reasonably have been expected at the time the travel arrangements were made.
- (d) the insolvency of your transport supplier, accommodation supplier or their booking agents.
- (e) pregnancy of the insured member where such pregnancy began after the booking for the overseas journey had been made and where the insured member is or would be more than 28 weeks pregnant at any time during the overseas journey or where the insured member is advised by a qualified medical practitioner not to travel because of the pregnancy.
- (f) additional travel and accommodation expenses necessarily incurred by the insured member to return to their home area before the expiration of the overseas journey when that is made necessary as a direct result of the death, serious bodily injury, or sudden serious sickness of that insured member's husband, wife, civil partner, parent, parent-in-law, child, brother, sister, grandparent or close business associate. There is cover for travel and accommodation expenses of a similar standard to that originally booked and paid for.

There is no cover for:

- (i) any loss or expense where you cannot travel or choose not to travel because the Foreign, Commonwealth and Development Office (or any other equivalent Government body in another country) advises against travel due to a pandemic.
- (ii) any loss or expense relating to your disinclination or reluctance to travel following a pandemic or due to compulsory quarantine on arrival at your destination or on return to your **home area**.
- (iii) any loss or expense relating to the curtailment of the overseas journey caused by a medical condition for which the insured member has travelled to seek medical treatment or knew that treatment for that medical condition would be needed at some point in the course of the overseas journey;
- (iv) any loss or expense relating to the cancellation of the overseas journey as a result of any circumstances you should have reasonably known about before your company bought this travel policy or you booked the overseas journey.
- (v) expenses payable by any tour operator, hotel or provider of transport or accommodation;
- (vi) any expenditure attributable to failure on the part of the **insured member** to notify the travel agent or tour operator or provider of transport or accommodation immediately it is found necessary to cancel the travel arrangements;
- (vii) additional travel and accommodation expenses incurred by the insured member in 4(g) to any destination outside of their home area;

- (viii) Any costs following the insolvency of a transport supplier, accommodation supplier or their booking agents:
 - that are recoverable having taken reasonable and practicable steps through the compensation scheme of your tour operator or transport or accommodation provider, including any costs that form part of a package holiday;
 - that are recoverable having taken reasonable and practicable steps through a credit or debit card provider (for instance under section 75 of the Consumer Credit Act 1974 or under a 'chargeback' arrangement) or alternative insurance;
 - that are incurred when you choose not to accept reasonable alternative transport or accommodation offered to you;
 - that arise from circumstances you could reasonably have anticipated at the time of booking your overseas trip or buying this travel plan;
 - that arise if you booked your overseas trip or bought this travel plan after the date that the threat of insolvency was announced in the national news.
- (ix) expenses incurred as a result of having booked or having travelled against the advice of either:
 - (a) a qualified **medical practitioner** (including the published advice of the Chief Medical Officer of the Department of Health of England), or
 - (b) the UK Foreign and Commonwealth Office;
- (x) expenses incurred as a result of travelling against any health requirements stipulated by the carrier, their handling agents or any other **public transport** provider;
- (xi) any loss or expense which is in any way connected with the insured member's psychiatric illness;
- (xii) any costs/charges paid or discharged by the use of promotional vouchers of any description (including air miles and time-share points);
- (xiii) failure to obtain the required passport or visa;
- (xiv) unemployment caused by, or resulting from, misconduct leading to dismissal or from resignation or voluntary redundancy or where a warning or notification of redundancy was given prior to the application for insurance;
- (xv) the first £50 of each and every claim per incident for each **insured member** (this will not apply to claims for loss of deposit).

Special conditions

- (A) Cancellation must occur before the commencement of the **overseas journey** and arise from any of the events insured (see above in Section 'Cover is available for') which is outside your control and within the **period of cover** (as defined by Section 4, note (B)).
- (B) For this Section 4 only, the **period of cover** extends from the date of the booking of the **overseas journey** or the receipt of premium(s) payment for the **travel policy** until the departure date, whichever is the shorter, irrespective of the **insured period**.

- (C) You must obtain a medical certificate from the **medical practitioner** treating the **insured member**, or the person whose health causes the **insured member** to cancel or **curtail** the **overseas journey** confirming the medical necessity to cancel the **overseas journey**.
- (D) You cannot claim benefit under this section 4 and section 5 below in respect of the same incident.
- (E) If it is necessary for the **insured member** to **curtail** their trip due to medical reasons, you must obtain a certificate from the treating **medical practitioners** and obtain our prior approval.
- (F) You must obtain our agreement to any additional travelling expenses before the insured member makes arrangements to return home.

Special note

You may claim for loss of deposits or loss of deposits and cancellation or **curtailment** only.

You may not claim for loss of deposits/cancellation and **curtailment** in respect of the same **overseas journey**.

The term pre-booked used in this **travel policy** is deemed to mean any booking made at least 24 hours prior to the commencement of the scheduled departure time on your ticket.

Section 5 Travel disruption

We will pay up to £3,000 for each insured member in any period of cover.

Cover is available for:

We will pay up to the amounts shown above for reasonable additional travel and accommodation costs in the event of the insolvency of your transport supplier, accommodation supplier, or their booking agents.

This benefit will apply if you have to make alternative arrangements to continue with your travel plans. If you need to cancel your **overseas trip** you can make a claim under Section 4 – Cancellation and curtailment.

There is no cover for:

- (a) Any costs that are recoverable having taken reasonable and practicable steps through the compensation scheme of your tour operator or transport or accommodation provider, including any costs that form part of a package holiday.
- (b) Any costs that are recoverable having taken reasonable and practicable steps through a credit or debit card provider (for instance under section 75 of the Consumer Credit Act 1974 or under a 'chargeback' arrangement) or alternative insurance.
- (c) Any costs incurred when you choose not to accept reasonable alternative transport or accommodation offered to you.
- (d) Any costs arising from circumstances you could reasonably have anticipated at the time of booking your **overseas trip** or buying this **travel plan**.
- (e) Any costs arising if you booked your **overseas trip** or bought this **travel plan** after the date that the threat of insolvency was announced in the national news.

Special conditions

- (A) For this 5 only, the **period of cover** extends from the date of the booking of the **overseas journey** or the receipt of premium(s) payment for the **travel policy** until the departure date, whichever is the shorter, irrespective of the **insured period**.
- (B) You cannot claim benefit under this section 5 and section 4 in respect of the same incident.

Section 6 Delayed departure or extended delay

Cover is available for:

There is cover for up to the following amounts for each **insured member** in any **period of cover**:

Benefit	Amount
Delayed departure	
First complete 12 hours	£50
Subsequent complete 12 hours	£50
Maximum	£100
Extended delay	
	£2,000

Cover is available for:

In the event that the **insured member**, due to the delay of their pre-booked transport (any **train**, coach, aircraft or sea vessel), arrives at their destination or is delayed returning back to their **home area**, later than the time specified on their relevant itinerary, we will pay for each 12 hour delay as a result of:

- strike or industrial action; or
- adverse weather conditions; or
- mechanical breakdown; or
- technical fault.

Delayed departure

(a) for the first completed 12 hours delay and for each full 12 hours delay thereafter up to 48 hours up to the maximum amount set out above

Extended delayed departure

- (b) up to the extended delay benefit limit for:
- travel and accommodation charges that the **insured member** has paid or is contracted to pay and is unable to use because of the delay;
- ii) reasonable additional travel and accommodation charges that are of a similar standard to your pre-booked accommodation if the **insured member** has to make alternative arrangements as a result of the delay.
- iii) cover is available if these charges cannot be claimed back from any other source.

iv) this benefit only applies if you do not cancel your **overseas journey** and you do proceed to your destination.

Cancellation due to extended delayed departure

(c) for irrecoverable travel and accommodation expenses you have paid or contracted to pay if after a minimum 12 hours has elapsed you choose to cancel your overseas journey.

There is no cover for:

- delayed departure which arises from the failure of the insured member or any person with whom the insured member is travelling, to check-in correctly in accordance with the itinerary;
- (ii) strike or industrial action or air traffic control delay existing or publicly declared by the date the **insured member** booked the **overseas journey**, or the date this insurance was issued;
- (iii) the withdrawal from service (temporary or otherwise) of an aircraft or sea vessel on the recommendation of the UK Civil Aviation Authority, Port Authority or any similar body in any country.
 - The **insured member** must obtain written confirmation from the carriers (or the handling agents) of the number of hours delay in departure giving the reason for such delay.
- (iv) the first £50 of each and every claim per incident in respect of each insured member for extended delay.

Special conditions

- (A) You may claim only under either subsection (a) or under subsections (a) or (b) or under subsection (c) and no other combination of benefit.
- (B) An **insured member** cannot claim under both this Section 6 (Delayed departure or extended delay) and Section 7 (Missed departure) in respect of the same loss.

Section 7 Missed departure

There is cover for up to £1,000 for each insured member in any period of cover:

(i) Missed departure

Cover is available for:

Additional transport charges necessarily incurred to enable the **insured member** to reach the destination stated in the relevant itinerary because the **insured member** failed to reach either the point of departure from or return to the **home area** in time to join the booked **train**, aircraft or sea vessel. Failure to reach such point of departure in time must have been caused by the mechanical breakdown of the motor vehicle in which the **insured member** was travelling (unless such breakdown was the direct result of failure to carry out routine maintenance to the vehicle) or of an accident which renders it unroadworthy, or an accident or breakdown happening ahead on a public road which causes an unexpected delay to the vehicle in which the **insured members** are travelling, or by the failure of public transport scheduled services (including scheduled flights) owing to:

(a) strike or industrial action; or

- (b) adverse weather conditions; or
- (c) mechanical breakdown; or
- (d) technical fault.

Please note: Cover is available for transport expenses of a similar standard to that originally booked and paid for.

(ii) Missed onward connections

Cover is available for:

If, as a direct result of a scheduled public transport service (including scheduled flights) on which you are booked to travel not running to its published timetable, you miss a pre-booked onward connection outside of your **home area**, cover is available for extra accommodation and travel costs you have to pay to reach the next destination shown on your ticket/itinerary.

There is no cover for:

- failure of public transport (including scheduled flights) owing to strike or industrial action which was already existing or known to be anticipated at the date the **overseas journey** was booked;
- (ii) mechanical breakdown or accident rendering the motor vehicle in which the insured member was travelling not roadworthy unless the insured member has obtained a written statement from a recognised breakdown recovery service or repairer confirming the fact of mechanical breakdown, or a police report of the accident;
- (iii) failure to arrive at the departure point due to an **insured member** not leaving enough time to reach that departure point, including allowing for predictable delays;
- (iv) failure of public transport scheduled services unless the insured member has obtained written confirmation from the public transport authority of the cause and length of the delay;
- (v) costs if the transport operator has offered alternative travel or accommodation arrangements of a similar standard to that originally booked and paid for;
- (vi) the first £50 of each and every claim per incident for each **insured member**.

<u>Please note:</u> An **insured member** cannot claim under both Section 6 (Delayed departure or extended delay), Section 4 (Cancellation and curtailment) and this Section 7 in respect of the same loss.

Section 8 Catastrophe cover

Cover is available for:

(a) extra accommodation and transport costs the **insured member** incurs when they need to move to other accommodation of a similar standard to that originally booked and paid for, if, as a result of fire, flood, earthquake, avalanche, storm or local government directive during the **overseas journey**, the **insured member** cannot use the accommodation. Cover is available for up to £300 for each **insured period**.

There is no cover for:

- (i) any costs or expenses payable by or recoverable having taken reasonable and practicable steps from your tour operator, airline, hotel or other provider of accommodation.
- (ii) any costs or expenses if the **insured member** decides not to remain in the booked accommodation, although it is considered safe and acceptable to continue staying there.

Section 9 Legal expenses

Cover is available for up to the amounts shown:

Cover is available for:

(a) reasonable legal costs which the insured member or his or her personal representatives have to pay in the event of the insured member's death or personal injury caused by the fault of someone else during the period of cover;

The most that will be paid for each **insured member** in any **period of cover** is: £25,000.

Where there are two or more **insured members** covered by the **policy**, the maximum that will be paid in respect of all claims under this Section 9(i) is: £50,000.

the cost of a visit by a local lawyer to provide initial consultation if criminal proceedings are brought against an **insured member** in a court as a result of any accidental action by the **insured member**.

What we will not pay for:

- (i) any claim where, in our opinion there are no reasonable prospects of success;
- (ii) any claim not notified to us within 90 days after the commencement of the event giving rise to the claim (unless this is not reasonably possible);
- (iii) any claim against a carrier, or the travel or holiday agent or tour operator arranging the overseas journey; or against us;
- (iv) any claim against a person with whom you were travelling;
- (v) any legal action where the estimated amount of damages is less than £500, but we will try to obtain an amicable settlement in those circumstances;
- (vi) legal costs in respect of actions undertaken in more than one country;
- (vii) any legal fees incurred on the contingency that your action is successful;
- (viii) any legal consultation which is in respect of any invoices unpaid by you;
- (ix) any legal costs or expenses incurred before we accept your claim in writing;
- (x) any claims made by an **insured member** other than in his or her private capacity;
- (xi) any claim arising from participation in any sport listed in the General Exclusions Section on page 17.

Conditions relevant to this Section 9

We shall supervise any legal action through agents they nominate and will decide the point at which negotiations cannot usefully be pursued further. After that, no further claims can be made against them in respect of the event giving rise to that legal action.

Section 10 Personal liability

You are covered for, by way of indemnity, up to £2,000,000 in all for each **insured member** in any **insured period** or for any claim or series of claims arising from any one event or source of original cause:

Cover is available for:

Any legal liability which the **insured member** may incur to a third party whilst undertaking an **overseas journey** as a result of:

(a) accidental injury to a person;

accidental loss of or damage to material property belonging to a third party;

any third party costs and expenses which are recoverable from the **insured member** by the third party under English law;

the **insured member's** costs and expenses provided that such costs and expenses have been incurred with our prior written consent.

There is no cover for:

- (i) injury sustained to any employee of the **insured member** employers' liability, contractual liability or liability to a member of your family or household;
- (ii) liability arising out of the ownership, possession or use of any vehicle, aircraft or water craft (other than manually propelled rowing boats, punts or canoes);
- (iii) liability arising out of property belonging to or held in trust by or in the custody or control of the **insured member**;
- (iv) liability arising out of any wilful or malicious act;
- (v) liability arising out of the carrying on of any trade, profession or business;
- (vi) any liability to you, any **insured member** or members of the **insured member's** family;
- (vii) liability assumed by the **insured member** by agreement with any third party.

Please note:

It is a condition of any claim under this Section 10 that the **insured member** shall make no admission, offer, promise, payment or undertaking of payment without our prior written consent.

7 Complaint and regulatory information

Your personal information

The **plan** is underwritten by XL Catlin Insurance Company UK Limited and administered by AXA Global healthcare (jointly AXA). This is a summary of our respective Privacy Policies that you can find on our website: axaglobalhealthcare.com/en/about-us/privacy-and-legal

Please make sure that everyone covered by this **plan** reads this summary and the full data privacy policies on our website axaglobalhealthcare.com/en/about-us/privacy-and-legal. If you would like a copy of the full policy please call us on +44 (0) 1892 503 856 and we'll send you one.

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

We collect information about you and the **family members** who are covered by the **plan** from you, those **family members**, your healthcare providers, your employer (if you are on a company scheme), your insurance broker if you have one and third party suppliers of information.

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

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

- Manage your claims, e.g. to deal with your doctors or any reinsurers;
- Facilitate the provision of benefits or otherwise manage the **plan**; and
- Help us prevent and detect crime and medical malpractice by talking to other insurers and relevant agencies; and
- Allow other AXA companies to contact you if you have agreed.

In order to be able to manage the **plan** we may access your information from countries anywhere in the world including India and the USA where some administration is undertaken and Switzerland where AXA has a European data centre. Before doing so we will ensure that your data is protected and disclosed only to authorised individuals solely for servicing the **plan** or claim. Any internal transfer of your data will be undertaken only in accordance with the relevant data protection laws and regulations.

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

We will inform you if a data breach occurs and your personal and medical information are disclosed to unauthorised parties. The notification will be provided within 72 hours of the confirmation of the incident.

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

What regulatory protection do I have?

Our plans are arranged by AXA Global Healthcare (UK) Limited and underwritten by XL Catlin Insurance Company UK Limited.

XL Catlin Insurance Company UK Limited

XL Catlin Insurance Company UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference No. 423308).

Registered Office 20 Gracechurch Street, London EC3V 0BG, United Kingdom.

Registered in England Number 5328622

You can check details of XL Catlin Insurance Company UK Limited's registration on the FCA website: fca.org.uk which includes a register of all the firms they regulate or by calling the FCA on 0800 111 6768.

XL Catlin Services SE

XL Catlin Services SE acts as an agent of XL Catlin Insurance Company UK Limited / XL Insurance Company SE / Catlin Underwriting Agencies Limited in connection with this policy. XL Catlin Services SE is a registered insurance intermediary authorised and regulated by the Central Bank of Ireland.

Registered Office 8 St. Stephen's Green, Dublin 2, D02 VK30, Ireland.

Registered in Ireland Number 659610.

You can check this information on the Central Bank of Ireland's website at <u>www.centralbank.ie</u> which includes a register of all the firms they regulate.

AXA Global Healthcare (UK) Limited

AXA Global Healthcare (UK) Limited is authorised and regulated by the Financial Conduct Authority (FCA). Our financial services register number is 307140.

Registered Office 20 Gracechurch Street, London EC3V 0BG United Kingdom.

The FCA sets out regulations for the sale and administration of general insurance. We must follow these regulations when we deal with you.

You can check details of our registration on the FCA website: fca.org.uk

What should I do if I have reason to complain?

Not happy with our service?

Your cover is provided under our **company agreement** with your **company**. However, we do give all members full access to the complaint resolution process.

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

No matter how you decide to communicate your concerns, we'll listen. You can call us on +44 (0) 1892 503 856, or write to us at:

AXA Global Healthcare, Phillips House, Crescent Road, Tunbridge Wells, Kent, TN1 2PL

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

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

Financial Ombudsman Service

We will generally issue our final response within eight weeks from when you originally contacted us. However, we will respond sooner than this, if we are able.

If it looks as though our review of your complaint will take longer than this, we will let you know the reasons for the delay and will keep you updated.

If we cannot respond fully to your complaint within eight weeks, or you are unhappy with our final response, you can refer your complaint to the Financial Ombudsman Service for an independent review. The Financial Ombudsman Service will only consider your complaint once we have issued a final response, or if eight weeks has passed since you first notified us of your complaint.

How to contact the Financial Ombudsman Service

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

By telephone: +44 (0) 300 1239 123 or +44 (0) 800 023 4567

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

Website: financial-ombudsman.org.uk

None of these procedures affect your legal rights.

