

DEMANDS AND NEEDS

This travel insurance policy will suit the Demands and Needs of an individual, or group (where applicable) who have no excluded medical conditions, are travelling to countries included within the policy terms and who wish to insure themselves against the unforeseen circumstances/events detailed within this insurance policy. Subject to terms and conditions and maximum specified sums insured.

IMPORTANT

This insurance policy will have been sold to You on a non-advised basis and it is therefore for You to read this insurance policy (paying particular attention to the terms, and conditions and exclusions) and ensure that it meets all of Your requirements. If upon reading this policy You find it does not meet all of Your requirements, please refer to the relevant Statutory Cancellation Rights section.

THIS IS YOUR INSURANCE DOCUMENT – PLEASE READ IT CAREFULLY

This insurance is underwritten by AXA Insurance UK plc, registered in England No. 78950.

Registered address: 5 Old Broad Street, London, EC2N 1AD. AXA Insurance UK plc is authorised and regulated by the Financial Services Authority. Your policy is managed by Towergate Chase Parkinson who are authorised and regulated by the Financial Services Authority.

This document contains details of the cover, conditions and exclusions relating to each Insured Person and is the basis on which all claims will be settled. It is validated by the issue of a Booking Confirmation/Invoice issued by the Travel Company named below stating details of the Insured Persons, the Period of Insurance, the travel details and the premium paid

In return for having accepted Your premium We will in the event of bodily injury, death, illness, disease, loss, theft, damage, legal liability or other events happening within the Period of Insurance provide insurance in accordance with the operative sections of Your policy

Valid only in respect of travel & other arrangements specifically booked through the Travel Company named in this document in respect of certificates issued 1/1/09 - 3/12/09



THIS IS YOUR INSURANCE DOCUMENT No:

IOS/09D

Please keep it safely

TRAVEL DELAY INSURANCE

SUMMARY OF COVER

Cancellation	–	£500
Curtailment & Repatriation	–	£500
Luggage & Personal Money	–	£1,000
Personal Accident	–	£15,000
Delayed Departure	–	£75
Missed Departure	–	£100

SUM INSURED

FULL DETAILS OF THE COVER IS SHOWN OVERLEAF

Statutory Cancellation Rights

You may cancel this policy within 14 days of receipt of the policy documents (the cancellation period) by writing to the issuer of this policy during the cancellation period. Any premium already paid will be refunded to You providing You have not travelled, no claim has been made or is intended to be made and no incident likely to give rise to a claim has occurred.

Cancellation Outside The Statutory Period

You may cancel this policy at any time after the cancellation period by writing to the issuer of this policy. If You cancel after the cancellation period no premium refund will be made.

We reserve the right to cancel the policy by providing 21 days notice by registered post to Your last known address. No refund of premium will be made.

Non payment of premiums

We reserve the right to cancel this policy immediately in the event of non payment of the premium.

Period of Cover: In respect of Cancellation Cover from the date of premium receipt until leaving Home on the date of travel. In respect of all other parts of Cover from the commencement of travel date from the United Kingdom until return to the United Kingdom but not exceeding the Period of Insurance. In respect of one-way journeys cover will cease 24 hours after arrival at the final destination. In the event of the period of the Trip being extended due to illness or injury of You or Your travelling companion this insurance is automatically extended until, at Our option, the person concerned is either fit to return to the United Kingdom or until they have arrived Home or been admitted into medical care in the United Kingdom. In the event that We exercise Our right under the conditions applying to the medical expenses and repatriation expenses and curtailment sections of the policy to repatriate You and that You then refuse to be repatriated, all cover under this policy will cease from the time when the repatriation could have been arranged to take place.

EMERGENCY ASSISTANCE & REPATRIATION

In the event of death or in the event of injury or illness resulting in any of the following, immediate contact must be made with the Medical Assistance Service:-

- (i) HOSPITALISATION
- (ii) REPATRIATION
- (iii) ALTERATION IN TRAVEL PLANS

INTERNATIONAL MEDICAL RESCUE

From the UK:- Telephone: 0870 906 3690
From Overseas:- Telephone: +44 (0) 870 906 3690
Fax: 0870 906 3691 Fax: +44 (0) 870 906 3691

When calling state Your identity, this Document No. and the identity and telephone number of the treating doctor.

CLAIMS

must be notified immediately in writing to

TOWERGATE CHASE PARKINSON

P.O. Box 416, West Byfleet, Surrey, KT14 7YE

Tel: 0870 906 3144 Fax: 0870 906 3149

eMail: chaseparkinson@towergate.co.uk

In the event of a claim both this document and the Booking Confirmation/Invoice must be produced.

HEALTH CONDITIONS

These apply to the Cancellation, Curtailment and Personal Accident sections. It is very important that You read and understand the following:

- You will not be covered if You travel against the advice of a Medical Practitioner or where You would have been advised not to travel if You had sought their advice before beginning Your Trip.
- You will not be covered for any claim arising from a medical condition of someone You were going to stay with, a travelling companion, a Close Relative or a Business Associate if You are aware of the medical condition at the time Your policy was purchased.
- You will not be covered if You know You will need medical treatment during Your Trip or You are travelling specifically to obtain treatment.
- You will not be covered for any directly or indirectly related claim if, You had been given a terminal prognosis at the time your policy was purchased.
- You will not be covered if You were waiting for medical treatment as an hospital in-patient or were under investigation for a medical condition when Your policy was issued.

DEFINITIONS

Us/We/Our – AXA Insurance UK plc.

Insured Person/You/Your/Yourself – Each person named on the Travel Company booking confirmation.

Period of Insurance – From the date of departure to the date of return as shown on the Travel Company Booking Confirmation/Invoice other than for cancellation which applies from the date of booking and terminates on the date of departure as shown on the Booking Confirmation/Invoice.

Trip – Any holiday, business or pleasure trip or journey made by **You** which begins and ends in the United Kingdom during the **Period of Insurance**.

Home – **Your** normal place of residence in the United Kingdom, Channel Islands or Isle of Man.

Business Associate – Any person whose absence from the business for one or more complete days at the same time as **Your** absence prevents the effective continuation of that business.

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

Close Relative – Husband, wife, parent, parent-in-law, child, son-in-law, daughter-in-law, grandchild, brother, sister, fiancé(e) or partner.

Valuables – Jewellery, furs, watches, articles made of or containing precious metals or stones, mobile telephones, hearing aids, sports or leisure equipment, musical instruments, binoculars, electronic games, audio, video, photographic or computer equipment, portable satellite navigation systems including any ancillary equipment or accessories all owned by **You**.

In Transit – Travelling on public transport.

CANCELLATION

We will pay **You** up to the Sum Insured in respect of loss of deposits or cancellation charges levied for pre-booked transport and accommodation in the event of cancellation of the entire **Trip** prior to its commencement as a result of travel being prevented by unavoidable delay exceeding 12 hours at the final point of departure from the United Kingdom as a result of failure or disruption of the pre-booked public transport service in which **You** were due to depart from the United Kingdom, where no alternative form of transport is offered.

Exclusions

(i) The first £40 (£80 per family) of each and every claim per event for each **Insured Person** claimed for under this section, (ii) Any additional charges incurred as a result of any delay in the **Insured Person** cancelling the booked arrangements.

CURTAILMENT

We will reimburse a pro-rata amount of **Your** pre-paid travel and accommodation costs following curtailment by early return to the United Kingdom or by attendance at a hospital abroad as an inpatient but not exceeding the Sum Insured following:

- 1) Illness or injury of **You** or of the person travelling with **You** or following death, injury or illness of either **Your Close Relative** or a **Business Associate** of **You** upon whom **Your** business in the United Kingdom depends.
- 2) **Your** death during the **Period of Insurance**.

Exclusions applying to Curtailment

(i) The first £40 (£80 per family) of each and every claim per event for each **Insured Person** claimed for under this section, (ii) Medical conditions existing prior to the payment of the insurance premium or any consequence thereof in respect of which a **Medical Practitioner** would advise against travel or that treatment may be required during the duration of the **Trip** (iii) Medical conditions existing prior to payment of the insurance premium in respect of which the sick or injured person has or has had symptoms which are awaiting or receiving treatment, investigation, tests, referral or the results of these unless **We** have agreed in writing, to cover **You** (iv) Any surgery, treatment or investigations for which **You** intend to travel outside of the United Kingdom to receive (including any expenses incurred due to the discovery of other medical conditions during and/or complications arising from these procedures) (v) All claims following **You** acting against medical advice (vi) Any expenses incurred more than 12 months after the date of the illness or injury occurring (vii) **Your** travel against any health requirements stipulated by the carrier, their handling agents or any other public transport provider. (viii) Any condition related to exposure to the sun (ix) Dental Treatment

Conditions applying to Curtailment

- 1) Any refunds in respect of pre-paid un-used travel or accommodation shall belong to **Us**.

LUGGAGE and PERSONAL MONEY

We will pay **You** up to the Sum Insured following accidental loss of or damage to luggage and personal effects, cash, travel tickets whilst **In Transit** all being owned and taken on the **Trip**, or purchased during the **Trip**, by **You**.

Conditions

1. **You** shall (a) take all reasonable care for the supervision of the property (b) immediately report all loss of or damage to property to either the police or other relevant authority and obtain from them a written report in substantiation of the claim. All necessary action to recover the property should be undertaken. (c) produce receipts or other evidence of value and ownership where possible and in any event in respect of any item valued in excess of £100. Retain all damaged items.
2. The amount payable will be the value at today's prices less a deduction for wear, tear and depreciation (loss of value), or **We** may at **Our** option replace, reinstate or repair the lost or damaged items.

Exclusions applying to Luggage and Personal Money

(i) The first £40 of each and every claim per event for each **Insured Person** claimed for under this section (ii) Liability in excess of £200 in respect of personal money (iii) Liability in excess of £200 in respect of **Valuables** (iv) Liability in excess of £200 in respect of any one article or set of articles (including disc collections) (v) Loss of or damage to money and **Valuables** whilst unattended or in/from luggage in transit (vi) Telecommunications and motor vehicle related equipment and accessories (vii) Loss or damage to:- (a) Spectacles, sunglasses, dentures, or hearing aids, dental or medical fittings (b) Sports equipment and protective clothing (viii) Loss or damage in the custody of an airline or other carrier recoverable from such carrier (ix) Any damage to, caused by or resulting from, fragile or perishable articles whilst in transit.

PERSONAL ACCIDENT

In the event of **You** sustaining bodily injury arising wholly and exclusively from violent accidental external and visible means which injury shall solely and independently of any other cause result in **Your** death or disablement within twelve calendar months of the bodily injury, **We** will pay to **You** or in the event of death to **Your** legal personal representative the following percentage of the Sum Insured.

Table of Compensation

(a) Death, loss of one or more limbs or one or both eyes – 50% (b) Permanent total disablement – 100%

Definitions

Loss of Limb: loss or severance at or above the wrist or ankle or total permanent loss of use of an entire arm or leg. Loss of sight: total or irrecoverable loss of sight which shall be considered as having occurred: a) in both eyes if **Your** name is added to the Register of Blind Persons on the authority of a qualified ophthalmic specialist and b) in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen scale. Permanent total disablement: bodily injury other than above which totally incapacitates **You** from engaging in or attending to any relevant occupation for at least twelve calendar months from the date of the injury and at the end of that time rendering **You** beyond hope of improvement.

Provided that: (i) the benefit payable under (a) above is reduced to £1,000 if **You** are under the age of 15 or over the age of 65 at the time of death or if death occurs as a result of ownership, possession or use of any mechanically propelled vehicle (ii) the total compensation in respect of each **Insured Person** shall not exceed the Sum Insured.

DELAYED DEPARTURE

In the event of the departure of the initial outward journey from the United Kingdom or the final return journey to the United Kingdom (excluding stopovers where **You** were scheduled to remain officially in transit) being delayed due to failure or disruption of such pre-booked public transport **We** will compensate **You** with a payment of £20 for the first full 6 hours of delay increased to £75 if **You** are delayed in excess of 12 hours.

Exclusions applying to Delayed Departure

(i) Any claim not supported by a letter from the airline, railway company or shipping line giving the reason for the delay and confirming the scheduled departure time and the actual departure time of the flight, international train or sea vessel. (ii) Any delay caused by a riot, civil commotion, strike or industrial action which began or was announced before the issue of **Your** policy.

MISSED DEPARTURE

In the event of **You** unavoidably missing the pre-booked departure of the outward **Trip** from the United Kingdom or the final return **Trip** to the United Kingdom as a result of:

1. the failure or disruption of pre-booked connecting public transport,
2. an accident to or breakdown of the vehicle in which **You** are travelling, or
3. an accident or breakdown happening ahead of **You** on a motorway or dual carriageway which causes unexpected delay to the vehicle in which **You** are travelling

We will reimburse **You** up to the sum insured in respect of the cost of the additional travelling expenses incurred in reaching **Your** overseas destination or returning to the United Kingdom if **You** are unable to reasonably reorganise the travel plans and as a result are stranded at such a final departure point.

Special conditions relating to claims

1. If **You** make a claim caused by any delay happening on a motorway or dual carriageway, **You** must get written confirmation from the Police or emergency breakdown services of the location, reason for and duration of the delay.
2. **You** must allow enough time for the public transport or other transport to arrive on schedule and to deliver **You** to the departure point.

Exclusions

- (i) An accident to or breakdown of the vehicle in which **You** are travelling for which a professional repairer's report is not provided.
- (ii) Breakdown of any vehicle owned by **You** which has not been serviced properly and maintained in accordance with the manufacturer's instructions.

GENERAL EXCLUSIONS

We shall not be liable in respect of the following:-

1. Any claim (a) sustained whilst suffering from alcoholism or drug addiction (b) attributable to the influence of alcohol or drugs not prescribed by a qualified **Medical Practitioner** (c) due to or arising out of (i) stress, anxiety or depressive conditions, suicide or attempt thereof, psychiatric illness, terminal illness, sexually transmitted disease, any deliberate exposure to danger, a criminal act (ii) engaging in winter sports (unless appropriate premium paid), mountaineering or rock climbing involving the use of ropes or guides, pot holing, racing, or any other hazardous pursuits (iii) flying other than as a passenger in a fully licensed aircraft.
2. Any circumstances manifesting themselves subsequent to the date of booking the **Trip** but prior to the date of issue of the insurance.
3. Any costs or expenses which are recoverable from any other source.
4. Any liability, howsoever arising, resultant from (i) the use of either faulty or inferior property or property not fulfilling its purpose (ii) the lack of provision of any service or the provision of such service not being of an appropriate standard (iii) withdrawal from service (temporary or otherwise) of a coach, an aircraft or sea vessel on the recommendation of a Port Authority, Civil Aviation Authority or of any similar body.
5. Any liability resulting either directly or indirectly from any supplier of travel or associated services ceasing to trade.
6. Any consequence of war, invasion, act of foreign enemy, act of terrorism, hostilities whether war be declared or not, civil war, riot, civil commotion or workers or other persons taking part in a labour dispute, rebellion, insurrection, military or usurped power.
7. Loss, destruction or damage to any property, legal liability, injury, expense or indemnity of whatsoever nature arising directly or indirectly from or contributed to by ionising radiations or contamination by radioactivity from any nuclear fuel or waste or any nuclear component of whatsoever nature.
8. Unless **We** provide cover under this insurance any other loss, damage or additional expense following on from the event for which **You** are claiming. Examples of such loss, damage or additional expense would be the cost of replacing locks after losing keys, cost incurred in preparing a claim or loss of earning following injury or illness.
9. **Your** travel to a country or specific area or event to which the Travel Advice Unit of the Foreign & Commonwealth Office or the World Health Organisation has advised the public not to travel.

GENERAL CONDITIONS

You must comply with the following conditions to have the full protection of **Your** policy.

If **You** do not comply with them, **We** may at **Our** option cancel the policy or refuse to deal with **Your** claim or reduce the amount of any claim payment.

1. The insurance premium is not refundable under any circumstances other than during the period as defined in the paragraph headed 'Statutory Cancellation Rights' on page one.
2. Cover for children aged under 2 is limited to Cancellation cover only.
3. This policy does not cover any person who is not normally resident in the United Kingdom.
4. **You** shall take all reasonable precautions to avoid injury loss or damage.
5. If at the time of any incident which results in a claim under this policy, there is another insurance covering the same loss, damage, expense or liability **We** will not pay more than **Our** proportional share (not applicable to Personal Accident).
6. (i) (a) The travel company named in this document is not a servant or agent or employee of **Us** (b) **You** shall at the time of effecting this insurance disclose to Towergate Chase Parkinson directly any facts that could affect **Our** decision to provide insurance to **You** (ii) if, after the payment of the premium and the issue of cover, but before commencement of travel, **You** or any other person upon whose health the **Trip** is dependant shall suffer from any medical condition which may affect the travel plans or may require medical intervention during the **Period of Insurance** then such condition shall be disclosed to Towergate Chase Parkinson immediately.
7. On the happening of any event which may give rise to a claim **You** shall (a) give immediate written notice but in any event within 28 days of the date of the occurrence to Towergate Chase Parkinson (b) furnish at **Your** expense such reports information and proof as may reasonably be required.
8. **You** are not at the time of effecting this insurance aware of any circumstances which are likely to result in a claim under this policy.

9. All liability shall cease upon **Your** return to the United Kingdom or upon **Your** admission into medical care in the United Kingdom whichever shall be the sooner.
10. **You** and **We** are free to choose the law applicable to this policy. As **We** are based in England, **We** propose to apply the laws of England and Wales and by purchasing this policy **You** have agreed to this.
11. **We** shall be entitled at **Our** own expense to take any proceedings **We** consider reasonable in name to recover any payment made under this policy and any amount so recovered shall belong to **Us**.
12. **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.

COMPLAINTS PROCEDURE

If **You** have cause for complaint, it is important **You** know **We** are committed to providing **You** with an exceptional level of service and customer care. **We** realise that things can go wrong and there may be occasions when **You** feel that **We** have not provided the service **You** expected. When this happens, **We** want to hear about it so that **We** can try to put things right.

When you contact us

Please give **Us** **Your** name and a contact telephone number. Please quote **Your** policy and/or claim number, and the type of policy **You** hold. Please explain clearly and concisely the reason for **Your** complaint.

Initiating your complaint

Any enquiry or complaint **You** have regarding **Your** policy or a claim notified under **Your** policy, may be addressed to: **The Managing Director, Towergate Chase Parkinson, P.O. Box 416, West Byfleet, Surrey KT14 7YE.**

Should the matter not be resolved to **Your** satisfaction then please write directly to **Us** at the address given: Head of Customer Care, AXA Insurance UK plc, Civic Drive, Ipswich IP1 2AN, Tel: 01473 205926 Fax: 01473 205101, Email: customercare@axa-insurance.co.uk

If **We** have given **You** **Our** final response 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** complaints procedure has been exhausted.

The Ombudsman can be contacted at: Insurance Division, Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR. Telephone: (0845) 080 1800 Fax: (020) 7964 1001.

This procedure will not affect **Your** rights in law.

FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

AXA Insurance is covered by the FSCS, which is triggered when an authorised firm goes out of business. In this unlikely event, **You** may be entitled to compensation from the scheme.

Compensation under the scheme for:

Compulsory insurance is covered in full.

Non compulsory insurance is protected in full for the first £2,000 and 90% of any amount above this threshold.

Full details are available at www.fscs.org.uk

Towergate Chase Parkinson is part of the Towergate Underwriting Group Ltd who are authorised and regulated by the Financial Services Authority

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**Towergate Chase Parkinson: Registered in England No. 4043759
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