



This document only constitutes a valid insurance policy when it is issued between 1<sup>st</sup> January 2014 and 31<sup>st</sup> December 2014 in conjunction with a valid certificate.

All policies must expire prior to 31<sup>st</sup> December 2015

Scheme Reference: 05489A

Pontins Travel Insurance is arranged by UK General Limited on behalf of Ageas Insurance Limited, Registered in England No.654568.

Registered Office: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA.

UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority. Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. This can be checked on the Financial Services Register at [www.fca.org.uk/firms/systems-reporting/register](http://www.fca.org.uk/firms/systems-reporting/register) or by calling them on 0800 111 6768.

### Important Notes

We hereby draw your attention to some important features of your travel insurance policy. If you would like more information, please contact the issuing company, particularly if you feel the insurance may not meet your needs.

#### HEALTH CONDITIONS

Your policy contains certain exclusions relating to pre-existing medical conditions that affect you, your travelling companions or anyone else upon whom your travel plans may depend. Please ensure you read the definition of a pre-existing medical condition on page 5.

#### POLICY DOCUMENT

You should read this document carefully. It gives you full details of what is and is not covered and the conditions of the cover.

#### CONDITIONS, EXCLUSIONS AND WARRANTIES

Conditions and exclusions will apply to individual sections of your policy, while general exclusions and general conditions will apply to the whole of your policy

#### DANGEROUS SPORTS OR PASTIMES

There is no cover under the policy for claims arising from any activity not listed under the definition of the acceptable sports and leisure activities on page 4.

#### CONSUMER INSURANCE ACT

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to:

- a.) supply accurate and complete answers to all the questions we or the administrator may ask as part of your application for cover under the policy;
- b.) to make sure that all information supplied as part of your application for cover is true and correct;
- c.) tell us of any changes to the answers you have given as soon as possible.

Failure to provide answers in-line with the requirement of the Act may mean that your policy is invalid and that it does not operate in the event of a claim.

#### PERSONAL LIABILITY

There is no cover for Personal Liability claims arising directly or indirectly from, happening through or in consequence of ownership, possession or use of any motorised or mechanical vehicles including any attached trailers or caravans, any aircraft

(whatsoever), any watercraft or vessel (other than manually propelled watercraft or vessel) or any other form of motorised leisure equipment. We strongly recommend checking with the company you hire from, that they have sufficient Personal Liability cover in place, should you hire and participate in such an activity whilst on your trip.

#### POLICY LIMITS

All sections of your policy have limits on the amount we will pay under that section. There are also specific limits under the Personal Effects and Baggage section for: single items; valuables; items for which an original receipt, proof of purchase or an insurance valuation (obtained prior to loss) is not supplied.

#### POLICY EXCESSES

Under some sections of the policy, claims will be subject to an excess. The excess will be applied per person, per section and per incident under which a claim is made.

This means that you will be responsible for the first part of the claim. The amount you have to pay is the excess.

#### REASONABLE CARE / UNATTENDED PROPERTY

You must exercise reasonable care to prevent illness, injury, loss or damage to your property, as if uninsured. There is no cover for property left unattended in a place to which the general public has access. There is no cover for loss of personal money which was not carried on your person unless placed in a safety deposit box or similar locked, fixed receptacle.

#### RESIDENCY

This policy is only available to you if you are permanently resident in the United Kingdom and registered with a medical practitioner in the United Kingdom.

#### GOVERNING LAW

This policy shall be governed by and construed in accordance with the Law of England and Wales unless the insured's habitual residence (in the case of an individual) or central administration and/or place of establishment is located in Scotland in which case the Law of Scotland shall apply.

#### COMPLAINTS PROCEDURE

If you have any cause for complaint regarding this insurance, please refer to the Complaints Procedure on page 14.

#### MEDICAL EMERGENCY

If you suffer an injury or illness which may lead to a claim under your insurance, you must always seek the advice of a registered medical practitioner before cancelling or curtailing your trip, or before incurring any expenses. If you are already on holiday and it is likely that expenses will exceed £300 per person, you must also seek the advice of One Assist before incurring any expenses under section G & H. Please remember to retain receipts for all costs incurred.

#### CANCELLING THIS POLICY

We hope you are happy with the cover this policy provides. However, if after reading this policy document wording, this insurance does not meet your requirements, please return it within 14 days of issue and we will refund your premium provided no claims have been made on the policy during that time and you have not travelled. Thereafter you may cancel the policy at any time; however no refund of premium shall be made.

We have not provided you with a personal recommendation as to whether this policy is suitable for your specific needs. This product meets the demands and needs of those who wish to ensure their travel insurance requirements are covered.

#### WHILE YOU ARE AWAY WHAT TO DO IN THE CASE OF MEDICAL EMERGENCY

The emergency assistance provided for you by this insurance is operated by One Assist.

In the event of any illness, injury, accident involving anyone insured under this policy where the anticipated costs are likely to exceed £300, you must notify One Assist.

When contacting One Assist please state that your insurance is provided by UK General Insurance Limited and quote the following:

Scheme name: Pontins Travel Insurance 2014  
Scheme ref no.: 05489A  
By telephone: +44 (0)113 3453 012  
Or by fax: +44 (0)113 3453 013  
By email: [ops@oneassist.com](mailto:ops@oneassist.com)

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

#### IMPORTANT CONTACT NUMBERS

For policy enquiries:

Call our Customer Helpline on: 0844 412 2722

For Claims:

Call our Claims Helpline on: 0844 412 4296

#### MAKING A CLAIM

All claims should be advised immediately to:

Direct Group Travel Services  
Claims Department  
Direct House  
Quay Point  
Lakeside Boulevard  
Doncaster  
DN4 5PL  
Tel: 0844 412 4296  
Fax: 0844 412 4138

When contacting Direct Group Travel Services to request a claim form, please state your insurance is provided by UK General Insurance Ltd and quote:

Scheme Name: Pontins Travel Insurance 2014  
Scheme ref: 05489A

You will then be sent a claim form including, where appropriate, a medical certificate, which You should arrange to complete as fully as possible, including any documents such as Booking Confirmations, Cancellation Charges Invoices, Police Reports, Hotel/Transport Company Reports, Receipts and Proof of Ownership. IT IS NOT NECESSARY FOR YOU TO OBTAIN A LETTER OR CERTIFICATE FROM YOUR GENERAL PRACTITIONER BEFORE RECEIVING YOUR CLAIM FORM. If any documentary evidence is missing or incomplete, Your claim may be delayed whilst our Claims Service requests the correct information.

If you have to make a claim, you must notify us as above as soon as practicable after the incident giving rise to the claim, and in any event no later than thirty one days after this Insurance expires. We will reserve the right to decline liability for any claim notified after this date.

UK General Insurance Ltd are an insurers agent and in the matters of a claim act on behalf of the insurer.

## SCHEDULE OF BENEFITS

COVER LIMIT	Maximum Cover Per Person	Excess Per Apartment	Comprehensive Cover	Essential Cover
Loss of Deposit, Cancellation or Curtailment	Up to £3,000	£75	✓	X
Personal Accident	Up to £15,000 (£2,500 Children & adults aged 65-years plus) for loss of limb(s) and/or eye(s) Up to £15,000 (Nil Children & £2,500 adults aged 65-years plus) for permanent total disablement Up to £15,000 (£1,000 Children & £2,500 adults aged 65-years plus) for death	Nil	✓	✓
Personal Property	Up to £1,500, sub-limited to: Single article limit: Up to £300 Valuables: Up to £200 in total Golf Equipment: Up to £250	£75	✓	✓
Delayed Baggage	Up to £100 (£50 for each 24-hours of delay)	Nil	✓	✓
Personal Money	Up to £200, sub-limited to: Actual cash limit: Up to £100	£75	✓	✓
Personal Liability	Up to £1,000,000	£250	✓	✓
Additional Accommodation & Travel Expenses	Up to £750	Nil	✓	✓
Hospital Benefit	Up to £400 (£20 per day)	Nil	✓	✓
Return to Home	Up to £750	Nil	✓	✓
Catastrophe Benefit	Up to £500	Nil	✓	✓
HomePlan	Call out of an approved tradesman	Nil	✓	✓
Travel Delay	Up to £75 (£25 for the first 12 hours delay and then £10 for each subsequent 12 hours delay)	Nil	✓	✓
Missed Departure	Up to £400	£75	✓	✓
Legal Expenses	Up to £5,000	£250	✓	✓
Roadside Assistance & Towing	Up to £250 per vehicle	£75	✓	X
Breakdown Assistance	Up to £2,500 per vehicle sub-limited to: Up to £1,000 (£80 per day) for replacement vehicle hire  Up to £600 (£70 per day) for chauffeur hire Up to £40 per person per day for emergency hotel accommodation Up to £5 for essential telephone calls Up to £50 for all costs to expedite vehicle repairs Up to £1,000 in respect of legal costs and expenses	£75	✓	X

### TERRITORIAL LIMITS

The level of cover applicable to **you** will depend upon the premium paid.  
Area 1 - United Kingdom, including the Channel Islands and Isle of

Man only.

### POLICY DEFINITIONS

Wherever the following words or phrases appear within this

policy they will always have the same meaning and will appear in bold. Under certain sections cover will be limited, please refer to individual sections for full terms and conditions.

#### **Acceptable sports & leisure activities**

The following activities are automatically included within the cover when participating on an amateur basis:

Archery, if adequately supervised, badminton, baseball, basketball, beach games, bungee jumping (up to 1 jump) per trip, canoeing (not white water canoeing), clay pigeon shooting, climbing walls and rope course up to a maximum height of 16m if adequately supervised, cricket, cycling (not BMX or mountain biking), deep sea fishing, dinghy sailing, dragon racing, fell walking, fencing, fishing, football, frisbee, golf, hiking (under 2000 metres altitude), horse riding (up to 7 days but not horse jumping, hunting on horseback, polo on horseback), hot air ballooning which has been organised in the UK prior to departure, ice skating, jet boating, jet ski-ing, jogging, korfbal, marathon running, motorcycling up to 50cc, netball, orienteering, outward bound pursuits, paintballing, parascending (over water), pony trekking, racquetball, rambling, river canoeing, roller skating, roller blading, rounders, rowing, running-sprint/long distance, safari (UK organised), sail boarding, sailing within territorial limits, scuba diving up to 15 metres if adequately supervised or hold the relevant qualifications, snow sledging, snorkelling, squash, surfing, tobogganing, tennis, track events, trekking (under 2000 metres altitude), triathlon, ultimate frisbee, volleyball, war games, water polo, water ski-ing, white water rafting (Grade 1 to 4), windsurfing, non manual work except for bar work and fruit picking (not involving the use of agricultural machinery), yachting (racing/crewing inside territorial waters). Please note there is no cover under section F Personal Liability for claims arising directly or indirectly from, happening through or in consequence of ownership, possession or use of any motorised or mechanical vehicles including any attached trailers or caravans, any aircraft (whatsoever), any watercraft or vessel (other than manually propelled watercraft or vessel) or any other form of motorised leisure equipment, any firearms or weapons of any kind and any animals belonging to **you** or in **your** care, custody or control.

#### **Adverse Weather**

Weather of such severity that the Police (or appropriate authority) warn by means of public communications networks (including but not limited to television or radio) that it is unsafe for individuals to attempt to travel via the route originally envisaged by you, or by any reasonable alternative route.

#### **Age Limits**

No upper age limit applies

#### **Accident, Accidental**

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

#### **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.

#### **Bodily Injury**

Injury caused by external, violent and visible means.

#### **Cancellation Costs**

Irrecoverable travel and accommodation expenses paid or contracted to be paid by you in respect of your trip

#### **Certificate / Schedule**

The certificate / schedule is proof of insurance and is part of the policy. This document describes you and the insured person(s) who are covered under this policy, the period of insurance and the cover **you** have opted for.

#### **Children/Grandchildren**

Persons aged up to and including 17 years of age, or up to and including 22 years of age when in full time education.

#### **Close Business Associate**

Any person employed by the same company as **you**, whose absence from business for one or more complete days at the same time as **you** prevents the effective continuation of that business and necessitates the cancellation or **curtailment** of the holiday as certified by a senior Director of such company.

#### **Common-Law Partner(s)**

Any couple (including same sex) in a common-law relationship or who have cohabited for at least 6 months at the date of purchase.

#### **Consequential Loss**

**you** Any other costs that are directly or indirectly caused by the event which led to **your** claim unless specifically stated in this policy

#### **Country of Residence**

The country within the UK where **your** home is.

#### **Curtailment, Curtailed, Curtailing**

The abandonment of the holiday by your early return to your home in the UK, or you being confined as an in-patient in a hospital or nursing home during your trip.

#### **Curtailment Costs**

Travel costs necessarily incurred to return you home before the booked return date and a pro-rata amount representing the total pre-paid or contracted costs of accommodation, car hire and excursions attributable to each complete day which is consequently foregone. This pro-rata refund excludes all costs attributable to the outward and return travel tickets, whether used or unused.

#### **Excess**

Where applicable, the excess is the first amount of the claim for each person, each section and each incident which is payable by you (unless you have paid the excess waiver additional premium). The excess amounts are shown in the Summary of Cover on page 3.

#### **Golf Equipment**

Shall mean golf clubs, golf bag, non motorised golf trolley and golf shoes under 5 years of age.

#### **Home**

**Your** usual place of residence in the UK.

#### **Loss of Limb(s)**

Loss by physical severance at or above the wrist or ankle or the total and permanent loss of use of an entire hand, arm, foot or leg.

#### **Loss of Sight**

The complete and irrecoverable loss of sight of one or both eyes.

#### **Medical Practitioner**

A registered practising member of the medical profession who is

not related to you or any person with whom **you** are travelling.

#### **Period of Insurance**

The trip duration, as shown in your certificate. Under section A (for cancellation), the insurance is effective from the date of issue of the certificate and terminates on commencement of your trip. In respect of all other sections, the insurance commences when you leave to commence the trip as described in the territorial limits and shall cease with whichever occurs first of the following:

- The expiry of the policy period as shown on the certificate;
- Your return as planned, at the end of the trip,
- Your return prior to the planned return at the end of the trip.

The period of insurance is automatically extended for the period of the delay in the event that **your** return to the United Kingdom is unavoidably delayed due to an event insured by this policy.

#### **Permanent Total Disablement**

Disablement which, from the moment of accident, entirely prevents you from attending to any business or occupation whatsoever of any and every kind and which lasts 12 calendar months and, at the expiry of that period, is, in the opinion of our medical advisors, beyond expectation of improvement.

#### **Personal Effects**

Luggage, clothing, valuables and personal items, (excluding personal money) which are owned by **you** and have been either taken or purchased on the trip.

The following are not included in the definition:

Antiques, any property held or used for any business or professional purposes, bicycles, contact or corneal lenses, diving equipment, cameras and other photographic equipment of any kind, audio and visual equipment of any kind, electrical and electronic equipment, computers and telecommunications equipment of any kind (including mobile phones), all discs and other audio and/or visual media of any kind, satellite navigation devices of any kind, jewellery, watches, furs, telescopes, binoculars, musical instruments, spectacles, sunglasses, precious stones or articles made of or containing gold, silver or other precious metals.

#### **Personal Money**

Your currency coins and bank notes in current circulation, cheques, travellers' cheques, postal or money orders or travel tickets.

#### **Pre-existing medical condition**

Please note that no cover is afforded under any section of this insurance policy for any claim arising from or related to a medical condition, injury or illness which **you**, or anyone else upon whom your travel is dependent, knew about or could have reasonably been expected to have known about prior to the purchase of this insurance policy.

#### **Public Transport**

A train, bus, coach, ferry service, or scheduled flights running to a published timetable to join the booked travel itinerary.

#### **Redundant, Redundancy**

**You** becoming redundant and qualify to receive payment under the current redundancy payments legislation.

#### **Relative**

Brother, brother-in-law, civil partner, common-law partner, daughter, daughter-in-law, fiancé(e), foster child, grandchild, grandparent, legal guardian, parent, parent-in-law, sister, sister-in-law, son, son-in-law, spouse, step-brother, step-sister, step-child or step-parent (in-law) who live in your country of residence.

#### **Self-Drive Holiday**

A Holiday, the itinerary of which does not include transportation by means of public transport, or by means of the services of other privately owned coach/tour operators.

#### **Serious Injury or illness**

Any illness or injury which:

- restricts your mobility; or
- results in you being a patient in hospital for more than 48 hours.

#### **Single Item**

Any one article, pair, set or collection.

#### **Sports Equipment**

Those items which are usually worn, carried, used or held during the participation of a sporting activity. This excludes golf equipment.

#### **Trip, Trip duration, Holiday**

A journey which begins when **you** leave to commence **your** trip and ends on your planned return, during the period of insurance, to either:

- a) **Your** home, or
- b) The place at which you are temporarily residing in the UK, or
- c) A hospital or nursing home in the UK following your repatriation.

#### **UK, United Kingdom**

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

#### **Us, We, Our, Insurer**

UK General Insurance Limited on behalf of Ageas Insurance Limited.

#### **Valuables**

Means cameras and other photographic equipment of any kind, audio and visual equipment of any kind, electrical and electronic equipment, computers and telecommunications equipment of any kind, all discs and other audio and/or visual media of any kind, jewellery, watches, furs, telescopes, binoculars, precious stones or articles made of or containing gold, silver or other precious metals.

#### **You, your(s), insured**

All person(s) within the age limit, the names of whom are provided to Butlins at the time of premium payment and are shown on the certificate. All persons must be resident in the United Kingdom and registered with a medical practitioner in the United Kingdom.

## SECTION A -- LOSS OF DEPOSIT, CANCELLATION AND CURTAILMENT

### **What You Are Covered For:**

**We** will pay, up to the amount shown in the Summary of Cover on page 3 for **your** proportion of the irrecoverable **cancellation costs** which **you** have paid or agreed to pay and which **you** cannot recover from any source, if it is necessary and unavoidable to cancel or curtail **your trip** as a result of:

- a) death, **serious injury or illness**, during the **period of insurance** of:

- **you**; or
- a person **you** are travelling with; or
- a **relative**; or
- a **close business associate** who lives in the UK; or
- a friend or **relative** who lives abroad with whom **you** have made arrangements for the provision of holiday accommodation where **your holiday** involves staying in such person's home and is

dependent upon such person's well being.

b) **you** or the person **you** are travelling with:

- being required in the **UK** for jury service, as a witness in a Court of Law; or
- being under compulsory quarantine; or
- being required to be present by the Police, as a result of **your home** or **your** travelling companion's home or usual place of business in the **UK** suffering a burglary within 7 days of the start of, or during **your trip**; or
- suffering fire, theft, storm, flood damage to **your home** or to **your** travelling companion's home within 7 days of the start of, or during **your trip** where **you** or **your** travelling companion's presence is required either by the Police or the insurers at **your** or **your** travelling companions home; or
- being made **redundant**; or
- receiving emergency requirements of duty in the Armed Forces, Police, Nursing or Ambulance Services.

In addition, if **you** have booked a **self drive holiday** and it is necessary to cancel **your trip** as a result of **your** vehicle being involved in an **accident** within 7 days of **your** intended **trip duration**, we will pay for **your** proportion of the costs which **you** have paid or agreed to pay and which **you** cannot recover from any source.

#### **What You Are Not Covered For:**

**We** will not pay for the following in addition to the General Exclusions on page 10 in connection with claims made under section A:

- any claim for **curtailment** which has not been approved by One Assist
- any claim which is not supported by written medical confirmation and clinical reports from medical service providers as well as other proof of the happening of an event causing **you** to cancel or curtail **your trip**
- any costs which **you** have paid or agreed to pay, if **your trip** is cancelled or **curtailed** for the following reasons:
  - a) claims arising directly or indirectly as a result of a pre existing medical condition.
  - b) **you** have failed to have any recommended vaccines, inoculations or medications prior to **your trip**
  - c) unlawful or criminal proceedings against **you** or a person **you** are travelling with
  - d) **redundancy**, which is not notified during the **period of insurance**
  - e) **your** personal financial circumstances, other than **you** being made **redundant** after the purchase date of the policy
  - f) **your** late arrival at the airport or port after check in or booking in time
  - g) any costs in respect of the following:
    - i) any claims arising directly or indirectly from the cancellation or **curtailment** of travel arrangements in any way caused or contributed to by or on the order of any government, public or local authority including but not limited to any civil or federal aviation authority
    - ii) loss of air passenger duty
    - iii) unused timeshare property, airmiles or other promotions of this nature
    - iv) **your** loss of enjoyment of the **trip**, however caused
    - v) unused portions of **your** original ticket, where repatriation has been made
    - vi) **your** travel expenses for **you** to return to the **UK**, if **you** do not already possess pre-paid return travel tickets

- vii) any cancellation or **curtailment costs** which the **insurer** would not have had to pay, had **you** notified the travel agent, tour operator or provider of transport or accommodation immediately after **you** knew **you** would be cancelling or **curtailing your trip**
- viii) any claim resulting from **you** or a person **you** are travelling being posted overseas or receiving an emergency requirement of duty, following an **act of terrorism**, war or invasion.
- h) any claim resulting from **you** travelling against any health requirements stipulated by the carrier, their handling agents or any other **public transport** provider.
- i) **your** disinclination to travel

## SECTION B - PERSONAL ACCIDENT

### **What You Are Covered For:**

**We** will pay **you** or **your** estate a lump sum, as shown in the Summary of Cover on page 3, if **you** suffer **bodily injury** as a result of an **accident** during **your trip** which causes:

- 1) **your** death; or
- 2) permanent **loss of limb(s)**; or
- 3) permanent **loss of sight** in one or both eyes; or
- 4) **permanent total disablement**.

### **What You Are Not Covered For:**

**We** will not pay for the following in addition to the General Exclusions on page 10 in connection with claims made under section B:

- any benefit where **your** death, injury or loss does not occur within 180 days of the **accident**
- any benefit if **you** cannot prove to the us that the **permanent total disablement** has continued for 12 months from the date of the injury and in all probability will continue for the remainder of **your** life
- more than one lump sum under this section.
- any claim for **permanent total disablement** if at the date of the **accident you** are over the statutory age of retirement and not in full time paid employment
- any claim arising directly or indirectly from the contracting of any disease or illness
- any claim arising directly or indirectly from the injection or ingestion of any substance
- any claim arising from any event, which exacerbates a previously existing **bodily injury**
- any claim not certified by an independent medical practitioner
- compensation shall not be payable under more than one of items 1, 2, 3 or 4 in respect of the same **accident**, and the payment under any one item shall terminate **our** liability under this section of the policy.

## SECTION C - PERSONAL PROPERTY

### **What You Are Covered For:**

- 1) **Personal effects** and baggage -

**We** will pay for the loss or theft of or damage to **your personal effects**, after making reasonable allowance for wear, tear and depreciation, up to the amount shown in the Summary of Cover on page 3.

- 2) Travel Documents -

**We** will pay for any reasonable expenses **you** incur, whilst obtaining emergency replacement accommodation vouchers or travel tickets which have been lost or stolen during the **trip**, up to

the amount shown in the Summary of Cover on page 3.

**What You Are Not Covered For:**

**We** will not pay for the following in addition to the General Exclusions on page 10 in connection with claims made under section C:

- claims for theft of **your personal effects** and baggage if **you** have not notified the Police within 24 hours of its discovery and obtained a written report, which includes the crime reference number
- more than the **single item** limits in the Summary of Cover on page 3, up to a maximum shown in the Summary of Cover on page 3 in total for any one claim, limited to £50 and subject to a maximum of £200 in total, if **you** are unable to provide the original receipt, proof of purchase or an insurance valuation which was obtained prior to the loss
- any claim if the loss, damage or theft occurs during a journey or whilst in the custody of an airline or other carrier, and **you** have not notified the carrier or their handling agent of the incident and obtained an official report or a Property Irregularity Report (PIR)
- wear, tear, or depreciation
- loss, theft or damage arising from the delay, detention, seizure or confiscation by Customs or other officials
- damage caused by the leakage of powder or liquid carried within **your personal effects** or baggage
- any breakage of fragile articles, unless the breakage is caused by fire or an incident involving the vehicle in which **you** are being carried
- theft from **your** holiday accommodation unless there is evidence of violent, visible and forcible entry thereto
- claims arising for loss to stamps, contact or corneal lenses, non-prescription sunglasses, hearing aids, dentures, false limbs, antiques, satellite navigation equipment of any kind and mobile phones
- claims arising for loss, theft or damage to prams, buggies, wheelchairs, pedal cycles, motor vehicles, marine equipment, diving equipment, watercraft, surfboards or **sports equipment**
- damage to, or loss or theft of **your personal effects** or baggage, if they have been left:
  - a) in the custody of a person of anyone other than an insured person or **your** travelling companion
  - b) in an unattended motor vehicle between the hours of 9am and 8pm local time, unless the articles are contained in a locked boot, locked glove compartment or covered luggage compartment and there is evidence of forced entry which is confirmed by a Police report.
- more than £100 for damage to or loss or theft of **your personal effects** or baggage if they have been left in an unattended motor vehicle between the hours of 8 pm and 9 am local time, and the articles are contained in a locked boot or covered luggage compartment and there is evidence of forced entry which is confirmed by a Police report.
- loss or damage to **sports equipment**, whilst in use
- loss, theft or damage to anything being shipped as freight under a Bill of Lading, dentures, bridgework, artificial limbs, hearing aids of any kind, or items being carried on a vehicle roof rack
- loss, theft or damage to **valuables**, which at the time of such loss, theft or damage were located in checked-in luggage or an unattended motor vehicle
- Loss, theft or damage arising from:
  - a) mechanical or electrical breakdown; or

b) moth or vermin; or

c) processes of cleaning, restoring or repairing.

SECTION D - DELAYED BAGGAGE

**What You Are Covered For:**

**We** will pay up to the amount shown in the Summary of Cover on page 3 for every twenty-four hour period that **you** remain without **your** baggage subject to proof of purchase for emergency purchases of essential items of clothing or requisites, and providing **your** baggage is certified by the carriers (or their handling agents) in writing to have been lost or misplaced on the outward journey for at least twenty-four hours from the time of arrival at the holiday destination, and a property irregularity report for airlines, and an incident report for tour operators or holiday companies obtained.

SECTION E - PERSONAL MONEY

**What You Are Covered For:**

**We** will pay for the loss or theft of **your** personal money carried on **your** person or deposited in a safe, safety deposit box or similar locked fixed container in **your trip** accommodation, during **your trip**, up to the amount shown in the Summary of Cover on page 3.

**What You Are Not Covered For:**

**We** will not pay for the following in addition to the General Exclusions on page 10 in connection with claims made under section E:

- the **excess** as shown in the Summary of Cover on page 2
- any loss or theft of personal money if **you** have not notified the Police within 24 hours of its discovery by **you** and obtained a written report, which includes the crime reference number
- any claim, if the loss or theft occurs whilst in the custody of an airline or other carrier.
- any loss, if **you** have not taken reasonable steps to prevent a loss happening
- loss or theft of personal money that is:
  - not on **your** person; or
  - not deposited in a safe, safety deposit box or similar locked fixed container in **your trip** accommodation
- loss or theft of travellers cheques, if the issuer provides a replacement service
- depreciation in value, currency changes, shortage caused by any error or omission, loss or damage arising from delay, seizure, confiscation or detention by Customs or other officials.
- theft from an unattended vehicle.

SECTION F - PERSONAL LIABILITY

**What You Are Covered For:**

**We** will pay for **your** legal liability inclusive of all associated legal fees and costs, in total up to the amount shown in the Summary of Cover on page 3, for any event which relates to an incident caused by **you** during the **trip** which results in:

- injury, illness or disease to another person
- loss or damage to property which does not belong to **you** or any member of **your** family and is not in **your** or a member of **your** family's custody or control.

In the event of **your** death **we** will, in respect of the liability incurred by **you**, indemnify **your** personal representatives in the

terms of and subject to the limitations of this section, provided that such personal representatives shall act as though they were **you** and observe, fulfil and be subject to the terms, Exclusions and Conditions of this section insofar as they can apply.

**What You Are Not Covered For:**

**We** will not pay for the following in addition to the General Exclusions on page 10 in connection with claims made under section F:

- the first £200 of each and every claim in respect of loss or damage to temporary holiday accommodation
- **bodily injury** or disease to any person who, at the time of sustaining such injury or disease, is engaged in **your** service or to any member of **your** family or anyone **you** are travelling with
- damage to property belonging to, or in the care, custody or control of **you** or a member of **your** family or a person in **your** service
- any liability arising out of or incidental to any profession, occupation or business
- any liability which has been assumed under contract and would not otherwise have attached
- any liability, injury, loss or damage arising directly or indirectly from or due to ownership, possession or use of any motorised or mechanical vehicles including any attached trailers or caravans, any aircraft (whatsoever), any watercraft or vessel (other than manually propelled watercraft or vessel) or any other form or motorised leisure equipment
- any liability arising out of ownership, occupation, possession, or use of any land or building (other than occupation only of any temporary residence)
- any liability, injury, loss or damage arising directly or indirectly from or due to ownership, possession or use of any firearms or weapons of any kind
- any liability arising in respect of any wilful or criminal act or assault
- any liability, injury, loss or damage arising directly or indirectly from or due to any animals belonging to **you** or in **your** care, custody or control

SECTION G – ADDITIONAL ACCOMMODATION & TRAVEL EXPENSES

**What You Are Covered For:**

If **you** suffer an unforeseen illness or **bodily injury** during the **trip**, **we** will pay up to the amount shown in the Summary of Cover on page 3 for up to 12 months after the start date of the treatment for:

Travel and accommodation expenses

- Reasonable additional travel and room only accommodation expenses incurred by **you**, as a result of **you** receiving medical advice from a registered Doctor in attendance and One Assist that **your** originally planned return journey **home** to the **UK**, is impossible due to medical reasons. This includes, if deemed medically necessary, reasonable additional transport or accommodation expenses for one person travelling with **you** to remain with **you**. The most that **we** will pay for accommodation costs is £1,000 per person.

**What You Are Not Covered For:**

**We** will not pay for the following in addition to the General Exclusions on page 10 in connection with claims made under section G:

• any costs or expenses, if **you** or **your** representative have not advised One Assist and received their agreement to these costs, in the event of **you**:

- a) dying; or
- b) incurring medical or treatment expenses above £300; or
- c) being involved in an **accident**; or
- d) being admitted to hospital; or
- e) **curtailing your trip** due to medical reasons; or

- claims arising directly or indirectly as a result of **your** pre existing medical condition
- any medical, hospital, treatment expenses, which in the opinion of the **our** medical advisors, are not essential or can be reasonably delayed until **your** return **home** to the **UK**
- any costs arising from **you** arranging a single or private accommodation room in a hospital, clinic or nursing **home**
- dental treatment which is not for the purpose of relieving immediate pain or suffering
- any medical, hospital or treatment expenses, which have not been authorised at the time by a recognised registered medical practitioner
- any medical, hospital or treatment expenses, which **you** have incurred after **you** have refused the offer of repatriation when, in the opinion of **our** medical advisors, **you** are fit to travel
- any physiotherapy or associated treatment costs, if they are not part of an on-going treatment programme for a **serious injury**, which in the opinion of **our** medical advisors, cannot be reasonably delayed until **your** return **home**
- non continuous treatment
- any up-grades from economy class travel, unless **our** medical advisors specify this necessary on medical grounds
- any costs or expenses if **you** do not have a pre-paid return ticket to the **UK**, or the country in which **you** are temporarily residing, at the start of **your trip**
- any medication or drugs which **you** know **you** will need at the start of the **trip**
- the cost of any treatment or surgery, including exploratory tests, which are not directly related to the illness or injury, for which **you** went into hospital or clinic
- any costs of providing, repairing or replacing dentures, dental work involving the use of precious metals, false limbs, hearing aids, contact or corneal lenses or prescription spectacles
- **you** may not claim under this section A (Loss of Deposit, Cancellation & Curtailment) & section G (Additional Accommodation & Travel Expenses) in respect of the same additional accommodation or travel expenses
- Losses arising within 25 miles of **your home**
- cosmetic surgery and all expenses incurred in connection with cosmetic surgery
- services and supplies to the extent that they are not usual, customary and reasonable or not prescribed by a legally qualified medical practitioner in accordance with similar accepted provisional medical standards

SECTION H - HOSPITAL BENEFIT & RETURN TO HOME

**What You Are Covered For:**

a) Hospital Benefit

**We** will pay **you** the amount shown in the Summary of Cover on page 3, for each and every completed period of 24 hours for which **you** are an in-patient in a hospital, as a direct result of an



accidental injury or illness.

b) Return to **Home**

In the event of **your** death occurring during the **period of insurance**, **we** will pay up to the amount shown in the Summary of Cover on page 3 to meet all reasonable expenses incurred by **your** estate arising out of the transportation of **your** remains back to **your home**, or to an Undertaker within 10 miles of **your home**; or the cost of burial or cremation in the locality where **your** death occurred. **What You Are Not Covered For:**

**We** will not pay for the following, in addition to the General Exclusions on page 10, in

connection with claims made under section H, if **you**:

- are not receiving continuous treatment
- are an in-patient at a hospital or clinic, which has not been authorised and arranged by One Assist, as detailed on page 2.

1) the first £15 per person of each and every claim (no **excess** applies to claims made in respect of **children**) in respect of Return to **Home** cover

2) losses arising under sections H if, in the event expenses are likely to exceed £300 per person, the consent of One Assist is not obtained before such expenses are incurred.

3) losses arising within 25 miles of **your home**

4) charges for personal services such as radio, television, telephone and the like

5) all expenses incurred in connection with elective or non-emergency care

6) claim arising directly or indirectly from **your** participation in hazardous sports and leisure activities unless agreed by UK General Insurance Limited

7) any cost or expense if **you** do not have a pre-paid return ticket at the start of **your trip**.

#### SECTION I - HOMEPLAN

##### **What You Are Covered For:**

In the event of a **home** emergency **we** will pay up to the amount shown in the Summary of Cover on page 3 in respect to the following;

an unforeseen circumstance arises which, if not dealt with quickly, would:

- a. damage or cause further damage to **your home**
- b. create unreasonable risk to **your** health and safety
- c. render **your home** unsafe or insecure

cover applies for the duration of the **holiday** (and for 24 hours after **your** return to **home** from the **holiday**) and cover the costs of callout, up to three hours' labour and up to £100 of parts or materials as shown in the maximum limits in **your** schedule, where:

1. the external locks, doors or windows have been damaged, causing **your home** to become insecure
2. external locks are damaged as a result of theft or attempted theft at or to **your home** and reported to the Police within 24 hours of the occurrence (replacement of locks will be on a 'like for like' basis)
3. the only available key to **your home** is lost and normal access is not available (the cover provided by this section will assist **you** in gaining entry to **your home**)
4. the primary heating system breaks down completely
- 5 all means of heating the domestic hot water system have broken down completely

6. the internal plumbing or internal drainage system has ceased to function or has been damaged and internal flooding or internal water damage has occurred or is, in **our** opinion, likely to occur It is **your** responsibility to arrange **your** own emergency assistance. **You** should then submit a receipt for **your** costs incurred as per the claims procedure on page 2.

#### SECTION J - TRAVEL DELAY

##### **What You Are Covered For:**

**We** will pay **you** the amount shown in the Summary of Cover on page 2, if **your** planned:

- Outward flight, coach, rail or sea journey on **your** scheduled departure, or
- Inbound flight, rail, coach or sea journey on **your** scheduled return is delayed for 12 hours or more, as a direct result of:

– strike or industrial action

– **adverse weather**

– mechanical breakdown or derangement of such aircraft, sea vessel, train or coach

##### **What You Are Not Covered For:**

**We** will not pay the following in addition to the General Exclusions Which Apply To All Sections Of The Insurance on page 5 in connection with claims made under section C:

1. the **excess** as shown in the Summary of Cover on page 2
2. any compensation if **you** have not got written confirmation from the airline, railway, coach or shipping company or their handling agents, which shows the reason for the delay or cancellation of **your holiday**, the scheduled departure time and the actual departure time of **your** flight, coach, rail journey or sailing, if applicable
3. any delay which is due to strike or industrial action which had started or was announced before **you** took out this policy
- 4.. any claims arising directly or indirectly from the delay of travel arrangements in any way caused or contributed to, by or on the order of any government, public or local authority including but not limited to any civil or federal aviation authority
5. **your** failure to check-in according to the itinerary supplied to **you**.

Alternatively, in respect of a **Self-Drive Holiday** the benefits described in Travel Delay shown above will become payable if **you** are delayed for at least twelve hours from travelling in **your** own vehicle either to or from the **Self-Drive Holiday** destination specified in the booking confirmation supplied to **you** due to:

- a) **adverse weather**,
- b) **accidental** damage to the self-driven vehicle, including towed caravans, that occurs en route to the self-drive destination and where repairs cannot be effected within twelve hours of the accident

#### SECTION K - MISSED DEPARTURE

##### **What You Are Covered For:**

**We** will pay **you**, up to the amount shown in the Summary Limits & Excesses on page 2 for reasonable additional accommodation and travel expenses, if **you** arrive at **your** last departure point from the **UK** or the last departure point for **your** return **trip** to the **UK**, too late to board **your** booked flight, train or sailing, as a result of the following:

- scheduled **public transport** services failing to get **you** to **your** destination in time due to strike, industrial action, **adverse weather** conditions or mechanical breakdown, or
- the private motor vehicle in which **you** were travelling suffering from a mechanical breakdown or failure, or
- the private motor vehicle in which **you** were travelling being directly involved in a road traffic **accident**, which resulted in mechanical breakdown or failure.

**What You Are Not Covered For:**

**We** will not pay for the following in addition to the General Exclusions on page 5 in connection with claims made under section D:

- any upgrade in accommodation
- any claim arising as a result of **you** not having taken reasonable steps to complete the journey to the departure point on time once the original occurrence giving rise to the delay is diminished or otherwise rectified
- any claim relating to internal flights
- any claim, if the **adverse weather**, strike or industrial action was in existence or publicly declared before **you** started **your** journey to the departure point
- any claim in respect of mechanical breakdown or failure, if **your** private motor vehicle, has not been properly serviced and maintained
- any repair costs to **your** private motor vehicle
- any claims for vehicle breakdown or failure, which are not substantiated by a written report from a rescue service or garage

SECTION L - LEGAL EXPENSES

**What You Are Covered For:**

**We** will pay, up to the amount shown in the Summary of Cover on page 2, for legal costs and expenses incurred in pursuing legal proceedings against third parties for compensation and damages arising from or out of **your** death, **serious injury or illness** during **your trip**.

**Conditions Applicable to Section I**

**We** will have complete control over the appointment of any solicitor(s) acting on **your** behalf and of any legal proceedings. **We** will be entitled to repayment of any amounts paid under this section in the event that **you** are awarded legal costs as part of any judgement or settlement.

**What You Are Not Covered For:**

- We** will not pay for the following in addition to the General Exclusions on pages 5 in connection with claims made under section I:
- any costs or expenses which have been incurred without **our** prior approval
  - any claim where **we** consider **your** prospect of success in achieving a reasonable benefit to be insufficient
  - any claim emerging from the pursuance to a contingent fee agreement between **you** and **your** counsel
  - any claim for travel and accommodation expenses which **you** have incurred whilst pursuing legal action
  - any claim arising from **you** pursuing legal proceedings as part of and (or) on behalf of a group or organisation
  - any claim for legal costs where **you** are pursuing a legal action against **your** agent, UK General Insurance Limited, Direct Group Travel Services, or any of **Our** agents.
  - any claim against any member of **your family** or travelling companion

- any claim for legal costs where **you** are pursuing legal action relating directly or indirectly to medical negligence or alleged medical negligence

SECTION M - ROADSIDE ASSISTANCE AND TOWING

**We** will pay up to £250 in respect of

- labour/call out charges involved in providing roadside assistance following breakdown (as defined), provided there is a reasonable prospect that the roadside assistance will make the vehicle roadworthy, **and/or**
- the cost of recovering the vehicle to the nearest local repairer or place of safer storage from the place of breakdown.

**NOTE:** The actual cost of parts, garage labour and material used in providing this service must be borne by you. **We** do not accept any liability for the acts or omissions of, or any consequential loss arising from the actions of, those persons over whom we have no direct control. This includes garages instructed by you to carry out emergency and all other repairs of any kind whatsoever.

SECTION N - RECOVERY, CAR HIRE AND HOTEL ACCOMMODATION COSTS

In the event of breakdown or the illness of the sole available driver, where Green Flag advise that your delay will exceed eight hours, you are covered for the following costs provided they are incurred necessarily and solely as a result of such Breakdown or illness:

- if the journey/holiday is interrupted pending completion of repairs, **we** will pay for:
  - hiring one equivalent vehicle up to a maximum of £80 per day, not exceeding £1,000 in all (cover commences seven days prior to the intended date of departure), or
  - second-class rail fares to enable you to continue with the trip or return to your home, or
  - your emergency hotel accommodation, not exceeding £40 per person per day, incurred in the course of the journey to and from your trip
- in addition to (a) above, if the vehicle is irreparable or cannot be repaired within the duration of the holiday, you are also covered for one of the following:
  - recovery of the vehicle to your home, or
  - expenses incurred by one person in travelling from your home or holiday location to the scene of the breakdown to collect the vehicle
  - in addition to (a) and (b) above, you are also covered for the following costs:
    - hiring one chauffeur in the event of the serious illness of the sole available driver in your party, up to a maximum of £70 per day, not exceeding £600 in all
    - essential telephone calls up to a maximum of £5
    - necessary additional costs occurring immediately after vehicle breakdown up to a maximum of £50 in all during the period of insurance (as defined) in order to expedite repairs to the vehicle, including the cost of emergency repairs to keep your vehicle in continuing use, but excluding cost of replacement parts
    - legal costs and expenses up to £1,000 arising out of an accident occurring during the course of the trip and involving the vehicle, including those arising out of any endeavour to recover any uninsured loss.

## IMPORTANT

We cannot guarantee that hire cars will be available and we are not responsible if they are not available. In particular, no guarantee can be made of twenty-four hour vehicle replacement.

## CONDITIONS APPLICABLE TO BOTH MOTOR BREAKDOWN SECTIONS OF THIS INSURANCE

1. You will at all times exercise reasonable care for the safety and supervision of the vehicle and in the event of loss or damage occurring whilst the vehicle is in the care of a transport company, authority, garage or hotel, you shall report in writing such loss or damage to the transport company, authority, garage or hotel.
2. You will take all reasonable and practical steps to recover the vehicle if lost or stolen and to discover and punish any guilty person or persons.
3. If at the time of any loss or damage insured hereunder occurring there shall be any other indemnity or insurance in force (whether effected by you or any other person) covering the same loss or damage, we will pay only our rateable proportion.
4. In the event of any occurrence likely to give rise to a claim under this insurance, you will take all reasonable steps to avoid or minimise any loss arising out of such claim.
5. No claim arising directly or indirectly out of financial incapacity will be admitted under this Insurance.
6. **It is a condition that at the start of the trip the vehicle is in a roadworthy condition and has been regularly serviced in accordance with the maker's instructions and recommendations.**
7. You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act to take care to:
  - a.) supply accurate and complete answers to all the questions we or the administrator may ask as part of your application for cover under the policy;
  - b.) to make sure that all information supplied as part of your application for cover is true and correct;
  - c.) tell us of any changes to the answers you have given as soon as possible.

Failure to provide answers in-line with the requirement of the Act may mean that your policy is invalid and that it does not operate in the event of a claim.

8. Written notice of any event which may give rise to a claim shall be given to us as soon as practicable, and in any event no later than 31 days after the loss. All documents required in support of a claim shall be produced by you, and at your expense.
9. Except with our written consent, no person is entitled to admit liability on our behalf or to give any representations or other undertakings binding upon us. We shall be entitled to conduct all proceedings arising out of or in connection with claims in your name, and to instruct Solicitors of our own choice for this purpose.
10. The due observance and fulfilment of all the Terms and Conditions of this Insurance by You, or anyone acting on Your behalf, insofar as they relate to anything to be done or complied with by You, or anyone acting on Your behalf, shall be a condition precedent to Our liability to make any payment under this Insurance.
11. No refund of Premium is allowed (other than in respect of the Premium Refund Guarantee) once the Insurance has been effected. In the event that Your Holiday dates are revised to a

date within three months of the original Holiday, We may, at Our discretion, agree to transfer the Insurance.

12. You must exercise due care and attention at all times for the safety of Your Vehicle and take all reasonable steps to prevent accident, loss or damage.
13. Our liability shall be conditional upon the observance by You of the terms and Conditions of this Insurance and the truth and completeness of the statements and answers supplied by You and on Your behalf. If a claim is in any respect fraudulent or if any fraudulent means or devices are used by You or anyone acting on Your behalf to obtain any benefits from this Insurance, all benefits under this Insurance shall be forfeited and NO RETURN OF PREMIUM SHALL BE DUE.
14. This Certificate shall be governed by and construed in accordance with the Law of England and Wales unless the Certificate holder's habitual residence (in the case of an individual) or central administration and/or place of establishment is located in Scotland in which case the law of Scotland shall apply. In the event of the place of establishment being situated in the Channel Islands the relevant law governing the Channel Islands shall apply.
15. You may not transfer Your interest in this Insurance.
16. Each Insured shall be deemed to be insured separately.
17. Our total liability shall not exceed the respective sums stated in the Summary.
18. You shall submit to medical examinations (excluding post mortem) at Your expense.
19. We may, at Our own expense, take proceedings in Your name to recover compensation or secure an indemnity from any third party in respect of loss or damage covered by this Insurance, and any amount so recovered shall belong to Us.
20. This policy may be rescinded or varied without the consent of a third party.

## EXCLUSIONS APPLICABLE TO BOTH MOTOR BREAKDOWN SECTIONS OF THIS INSURANCE

This Insurance does not cover:

1. Breakdown due to a lack of petrol, oil or water, or frost damage or the use of a Vehicle for rally or other competition purposes
2. the cost of any repair, except as provided for under Section 1
3. the cost of petrol used in the hired Vehicle or the cost of returning hired Vehicles to the Hire Company
4. the costs of parts used in any repair
5. compensation due to delays to transport services
6. any event happening or caused outside the Geographical Limits
7. circumstances of which You are aware at the time of effecting this Policy
8. losses directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), terrorism, civil war, rebellion, revolution, insurrection, military or usurped power or confiscation by nationalisation or requisition and/or destruction of or damage to property by or under the order of any Government or local authority or riot or civil commotion
9. losses directly or indirectly occasioned by, happening through or in consequence of alcoholism, the use of intoxicating drink or drugs (other than drugs taken in accordance with treatment prescribed and directed by a registered Medical Practitioner, but not for

drug addiction) or self exposure to needless peril (except in an attempt to save human life)

10. losses directly or indirectly occasioned by, happening through or in consequence of nuclear fission, nuclear fusion or radioactive contamination
11. any loss whereby any period of disability or loss whatsoever is increased through Your own act or omission
12. any property more specifically insured
13. incidents which may give rise to a claim not notified in writing to Us within thirty one days of the loss
14. losses arising as a result of consequential loss of any kind
15. losses arising from prohibitive regulations by the government of any country
16. losses arising as a result of any unlawful act or criminal proceedings against the Insured, or any other person on whom the holiday plans depend (this Exclusion shall not apply in the event of Your obligation to attend a Court of Law under subpoena as a witness, unless such obligation to attend falls within Your occupational, professional or other similar capacity)
17. persons travelling against the advice of a Medical Practitioner or for the purpose of obtaining medical treatment
18. in respect of persons who are not resident in the United Kingdom, where such liability would not have existed had those persons been resident in the United Kingdom
19. any loss, damage, expense or consequential loss directly or indirectly caused by, contributed to by or arising from the failure or inability of any equipment or any computer program to recognise or to correctly process any date as its true calendar date, or to continue to function correctly beyond that date, other than for loss, damage, expense or consequential loss not otherwise excluded which itself results from the operation of an insured cause
20. third party rights and no party other than You may claim benefit under the terms of this insurance
21. failure in provision of any part of the booked itinerary including error, omission or default by the provider of any service forming part of the booked itinerary
22. claims arising directly or indirectly from any injury, illness, death, loss, or other liability attributable to Human Immunodeficiency Virus and/or any HIV related illness and/or mutant variations thereof however caused
23. any part of a claim which is unproven or unsubstantiated
24. losses, whether directly or indirectly, out of Your financial incapacity.
25. any expenses You would have to pay anyway had the breakdown not occurred.
26. the cost of special arrangements we have to make if You or Your party has a medical condition.

#### GENERAL CONDITIONS WHICH APPLY TO **YOUR** WHOLE POLICY

1. **You** must tell **us** as soon as possible about any change in risk which affects **your** policy, including **you**, a person **you** are travelling with, a **close business associate** or **relative** receiving confirmation of a medical condition or currently being under medical investigation, a change in the sporting or leisure activities **you** intend to participate in during **your trip** or any additional person(s) to be insured under the policy.  
**We** have the right to reassess **your** policy and premium after **you** have advised **us** of any relevant information. If **you** do not advise **us** of all the relevant information, **we** may quote the wrong

terms, reject or reduce **your** claim, or **your** policy may become invalid.

2. **You** must be resident in the **UK** and registered with a medical practitioner in the **UK** at the time of taking out this policy and intend to return to the **UK** within the **trip duration**.
3. If **your** cover does not meet **your** requirements, please notify **us** within 14 days of receiving **your** policy and return all **your** documents for a refund of **your** premium. If during this 14-day period **you** have travelled, made a claim or intend to make a claim, **we** are entitled to recover all costs **we** have incurred for **your** use of. those services.
4. Whilst participating in any acceptable sport & leisure activity, **you** must take reasonable care at all times to ensure **your** own safety and the safety of those around **you**. Such reasonable care involves following the directions of any instructor and (or) expedition leader and following the normal and reasonable safety procedures suggested or recommended by the recognised controlling body of the sport or activity concerned, or the safety procedures commonly exercised in pursuing the sport or activity in question at all times.
5. **You** or **your** legal representative's must provide **us** with all policies, information and evidence they require and in the format they require.
6. **You** shall submit to medical examination at **your** expense, except post mortem which **we** reserve the right to have undertaken at **our** own expense.
7. Any items which become the subject of a claim for damage, must be retained, until **your** claim is settled, for **our** inspection and shall be forwarded to their Agent's upon request at **your** or **your** legal personal representative's expense. All such items shall become **our** property following final settlement of the claim.
8. In the event of any occurrence which may give rise to a claim under this policy, **you** must take all reasonable steps to minimise any loss arising out of such a claim.
9. **You** must exercise due care and attention at all times for the safety of **your** property and take all reasonable steps to prevent **accident**, loss or damage.
10. Each insured person shall be deemed to be insured separately
11. Costs will be limited to those that would have been incurred if **you** were a resident of the **UK**.
12. **You** must notify any claim to **us** within 31 days after the incident giving rise to the loss. All documents, certificates and medical evidence required in support of a claim should be furnished at **your** expense. **We** will reserve the right to decline liability for any claim notified after this date.
13. This insurance is non-transferable. No premium will be refunded, either in full or on a pro-rata basis, after the expiry of the initial 14 day cooling off period.
14. This policy shall be governed by and construed in accordance with the Law of England and Wales unless the insured's habitual residence (in the case of an individual) or central administration and/or place of establishment is located in Scotland in which case the Law of Scotland shall apply.
15. **We** may, at its own expense, take proceedings in **your** name to recover compensation or secure an indemnity from any third party in respect of any loss or damage covered by this insurance and any amount so recovered shall belong to the **insurer**. Where a full recovery is made, **we** agree to return **your excess**.
16. **Our** liability shall be conditional upon the observance by **you** of the terms and conditions of this insurance and the truth and completeness of the statements and answers supplied by **you**

and on **your** behalf. If a claim is in any respect false or if any fraudulent means or devices are used by **you** or anyone acting on **your** behalf to obtain any benefits from this insurance, all benefits under this insurance shall be forfeited and no return of premium shall be due.

17. If at the time of loss, damage or liability covered under this policy, **you** have any other insurance or guarantee which covers the same loss, damage or liability, **we** will only pay a rateable share of the claim (excluding Section B Personal Accident).

#### GENERAL EXCLUSIONS WHICH APPLY TO ALL SECTIONS OF THE INSURANCE

This insurance does not cover:

1. any claim relating directly or indirectly to a **pre-existing medical condition**
2. claims, irrespective of **your** destination, (for **you** or anyone else upon whom **your trip** depends) arising directly or indirectly from:
  - a) travelling or acting against medical advice
  - b) awaiting results of tests or medical investigations
  - c) being on a hospital waiting list for treatment
  - d) travelling against any health requirements stipulated by the carrier, their handling agents or any other **public transport** provider.
3. which are claims in any way caused or contributed to by:
  - i) the failure of; or
  - ii) the fear of the failure of; or
  - iii) the inability of any equipment or any computer programme to recognise, interpret correctly or process any date as its true calendar date or to continue to function correctly beyond that date other than for loss, damage, expenses or **consequential loss** not otherwise excluded which itself results from the operation of an insured cause
4. claims which are directly or indirectly caused by, occasioned by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the claim:
  - **act of terrorism**; or
  - nuclear detonation, reaction, nuclear radiation or contamination, howsoever such nuclear detonation, reaction, nuclear radiation or radioactive contamination may have been caused; or
  - war, invasion or warlike operations (whether war be declared or not), hostile acts of sovereign or Government entities, civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power or martial law or confiscation by order of any government or public authority; or
  - seizure or illegal occupation; or
  - confiscation, requisition, detention, legal or illegal occupation, embargo, quarantine, or any result of any order of public or Government authority which deprives **you** of the use or value of **your** property, nor for loss or damage arising from acts of contraband or illegal transportation or illegal trade; or
  - discharge of pollutants or contaminants, which pollutants and contaminants shall include but not limited to any solid, liquid, gaseous or thermal irritant, contaminant or toxic or hazardous substance or any substance the presence, existence or release of which endangers or threatens to endanger the health, safety or welfare of persons or the environment; or
  - chemical or biological release or exposure of any kind; or

- attacks by electronic means including computer hacking or the introduction of any form of computer virus; or
  - threat or hoax, in the absence of physical damage due to an **act of terrorism**; or
  - any action taken in controlling, preventing, suppressing or in any way relating to any **act of terrorism**
  - prohibitive regulations by the Government of any Country
  - the tour operator, coach operator, transport company or hotel:
    - causing a delay in the commencement of the **holiday**
    - levying a surcharge, thus increasing the basic brochure price of the **holiday**
  - failure to notify the hotel or holiday establishment, or tour operator or travel agent or booking agent or provider of transport immediately it is found necessary to cancel or curtail the travel arrangements
5. claims arising from **you** travelling against Foreign Office advice or where it is deemed unsafe for **you** to travel
  6. claims arising from **you** travelling against any health requirements stipulated by the carrier, their handling agents or any other **public transport** provider
  7. claims arising from loss or destruction of, or damage to any property whatsoever, or any loss or expense whatsoever resulting in or arising there from, or any **consequential loss** or any legal liability of whatsoever nature, directly or indirectly caused by or contributed to, or arising from:
    - ionising radiation or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from burning of nuclear fuel, or
    - the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
  8. claims arising from **you** engaging in any illegal or criminal act
  9. claims arising from any unlawful act or criminal proceedings against the insured, or any other person on whom the **holiday** plans depend except this exclusion shall not apply in the event of **your** obligation to attend a Court of Law under subpoena as a witness, unless such obligation to attend falls within **your** occupational, professional or other similar capacity
  10. claims arising from any **consequential loss** whatsoever
  11. claims arising directly or indirectly out of **your** financial incapacity other than **redundancy**
  12. claims arising which, but for the existence of this policy, would be covered under any other:
    - insurance policy (policies), including any amounts recovered by **you** from private health insurance; or
    - any reciprocal health agreements; or
    - airlines; or
    - hotels; or
    - **home** contents insurers; or
    - any other recovery by **you**, which is the basis of a claim.
  13. claims arising from the tour operator, airline or any other company, firm or person either becoming insolvent or being unable to or unwilling to fulfil any part of their obligation
  14. claims arising from **your** death, **serious injury or illness** as a result of participating in:
    - any sport or leisure activity whilst on **your trip**, which is not listed under the definition of acceptable sports and leisure activities on page 3
    - any of the above, if **you** are receiving any personal financial reward or gain during the **period of insurance**, unless **we** have agreed to this and **you** have paid the appropriate additional premium

15. claims arising from:

- wilful, self inflicted injury or illness; or
- committing or attempting to commit suicide; or
- wilful exposure to danger, except in an attempt to save a human life; or
- solvent abuse; or
- being under the influence of alcohol or drugs, except those prescribed by a registered Doctor and not those drugs prescribed for drug addiction; or
- a failure to obtain any recommended vaccines, inoculations or medications prior to **your trip** departure; or
- sexually transmitted diseases; or
- Acquired Immune Deficiency syndrome (AIDS); or
- HIV (Human Immunodeficiency Virus) and/or any HIV related illness and/or any mutant derivative or variations thereof

16. claims arising from anxiety, stress or depression; except where previously undiagnosed at the time **you** took out this policy

17. claims arising from **you** entering into, exiting from an aircraft or descending from an aircraft; which is not a fully licensed passenger carrying aircraft in which **you** are travelling as a passenger or a member of the crew for the purpose of undertaking any trade or technical operation therein or thereon

18. claims arising from **your** wilful exposure to peril. **You** must exercise reasonable care to prevent illness, injury or loss or damage to **your** property as if uninsured

19. claims arising directly or indirectly from **you** being engaged in any employment during **your trip** unless agreed by **us** and any additional premium paid

20. claims arising which have not been proven and the amount of the claim substantiated

21. claims for loss of enjoyment, however caused.

22. any loss whereby any period of disability or loss whatsoever is increased through **your** own act or omission

23. third party rights and no party other than **you** may claim benefit under the terms of this insurance

24. failure in provision of any part of the booked itinerary including error, omission, or default by the provider of any service forming part of the booked itinerary

## COMPLAINTS PROCEDURE

It is the intention to give **you** the best possible service but if **you** do have any questions or concerns about this insurance or the handling of a claim **you** should follow the Complaints Procedure below

Complaints regarding:

### SALE OF THE POLICY

Please contact **your** agent who arranged the Insurance on **your** behalf.

If **your** complaint about the sale of **your** policy cannot be resolved by the end of the next working day, **your** agent will pass it to:

Customer Relations Department  
UK General Insurance Limited  
Cast House

Old Mill Business Park

Gibraltar Island Road

Leeds

LS10 1RJ

Tel: 0845 218 2685

Email: [customerrelations@ukgeneral.co.uk](mailto:customerrelations@ukgeneral.co.uk)

## CLAIMS

Direct Group Travel Services

Claims Department

Direct House

Quay Point

Lakeside Boulevard

Doncaster

DN4 5PL

Tel: 0844 412 4296

Fax: 0844 412 4138

In all correspondence please state that **your** insurance is provided by UK General Insurance Limited and quote scheme reference 04959B.

If it is not possible to reach an agreement, **you** have the right to make an appeal to the Financial Ombudsman Service. This also applies if **you** are insured in a business capacity but have a group annual turnover of less than £1 million, or are a charity with an annual income of less than £1 million, or are a trustee of a trust with a net asset value of less than £1 million. **You** may contact the Financial Ombudsman Service at:

Financial Ombudsman Service,

South Quay Plaza

83 Marsh Wall

Docklands, London

E14 9SR

Tel: 0845 080 1800

**Your** statutory rights are not affected if **you** choose to follow any of the complaints procedures above. For further information about **your** statutory rights contact **your** local authority Trading Standards Service or Citizens Advice Bureau.

UK General Insurance Limited are an **insurers** agent and in the matters of a claim act on behalf of the **insurer**.

## COMPENSATION SCHEME

Ageas Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim. **You** can get more information about compensation scheme arrangements from the FSCS or visit [www.fscs.org.uk](http://www.fscs.org.uk)

## DATA PROTECTION ACT 1998

Please note that any information provided to **us** will be processed by **us** and **our** agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. **We** may also send the information in

confidence for process to other companies acting on their instructions including those located outside the European Economic Area. **We** may also send the information, in confidence, for process to other companies acting on their instructions including those located outside the European Economic Area.