

Sykes Cottages Travel Insurance Policy Wording 2017

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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. 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.

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 read the section **pre-existing conditions** below.

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. It is a condition of this policy that all requested information must be disclosed to **us** at the time of taking out this insurance and prior to every **trip**. 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.

AGE LIMITS

There is no age limit on this 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 2.

CONSUMER INSURANCE ACT

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

- 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;
- to make sure that all information supplied as part of your application for cover is true and correct;
- 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 most 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.

YOUR RIGHT TO CANCEL

If **you** decide that for any reason, this policy does not meet **your** insurance needs then please return it to **Your** agent within 14 days from the day of purchase or the day on which you receive **your** policy documentation, whichever is the later. On the condition that no travel has taken place and no claims have been made or are pending, **we** will then refund **your** premium in full. Therefore you may cancel the insurance cover at any time by informing your agent however no refund of premium will be payable.

We shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **you** at **your** last known address. Valid reasons may include but are not limited to: (a) Fraud; (b) Non-payment of premium; (c) Threatening and abusive behaviour (d) Non-compliance with policy terms and conditions.

RESIDENCY

This policy is only available to **you** if **you** are a permanent resident in the **United Kingdom**, Channel Islands or the Isle of Man. You must have been present in the **United Kingdom** for at least six months prior to purchasing your policy and be registered with a **medical practitioner** in the area in which you reside.

GOVERNING LAW

Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the

United Kingdom in which your main residence is situated.

COMPLAINTS PROCEDURE

If **you** have any cause for complaint regarding this insurance, please refer to the Complaints Procedure on page 6.

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 you will incur expenses, **you** must also seek the advice of the 24 hour medical emergency helpline before incurring any expenses under section B. Please remember to retain receipts for all costs incurred.

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 Global Response and Healthwatch S.A. In the event of any illness, injury, **accident** which requires:

Inpatient treatment **you** must contact Global Response:

Tel: +44 (0)113 3180 197 / Fax: +44 (0)113 3180 198 / Email: operations@global-response.co.uk

Outpatient treatment **you** must contact Healthwatch S.A:

Tel: +44 (0)113 3180 124 / Fax: +44 (0)113 3180 125 / Email: newcase@healthwatch.gr

Global Response or Healthwatch S.A. may be able to guarantee costs on **your** behalf.

When contacting Global Response or Healthwatch S.A. please state that **your** insurance is provided through Sykes Cottages by UK General Insurance Ltd and quote reference number 04525F.

Note: **You** must retain all receipts for medical & additional costs incurred and **you** are responsible for any policy **excess** and this should be paid by **you** at the time of treatment.

OUTPATIENT TREATMENT

If **you** require outpatient treatment, please contact the appropriate Emergency Assistance provider as detailed above. Please ensure the treating Doctor or Clinic is aware of the following instructions:

OUTPATIENT INSTRUCTIONS TO DOCTORS/CLINICS:

In order to have **your** invoices paid quickly, please send **your** invoice together with a copy of the policy **booking confirmation** (clearly showing the policy number and names) and any supporting documentation related to the outpatient treatment (Medical report, cost breakdown) by email to newcase@healthwatch.gr

You must include **your** bank account details, IBAN no's and / or Swift code for payment to be processed electronically.

Out Patient Department Tel: 00 30 2310 256454

Out Patient Department Fax: 00 30 2310 256455 or 0030 2310 254160

E-mail: newcase@healthwatch.gr

RETURNING EARLY TO THE UNITED KINGDOM

If **you** have to return to the **United Kingdom** under Section A (Cancellation & Curtailment) or B (Emergency Medical and Treatment Expenses), the 24 hour medical emergency service must authorise this. If they do not, this could mean that **we** will not provide cover or **we** may reduce the amount **we** pay for **your** return to the **United Kingdom**. The 24 hour medical emergency service. reserve the right to repatriate **you** should **our** medical advisors view **you** as being fit to travel, if **you** refuse to be repatriated then all cover under this policy will cease. The 24 hour medical emergency service may be contacted from anywhere in the world to provide assistance to **you**

IMPORTANT CONTACT NUMBERS

For policy enquiries call our customer helpline on: 0344 5578067.

For claims enquiries call our Claims Helpline on: 0344 412 4296

IMPORTANT INFORMATION REGARDING PRE-EXISTING MEDICAL CONDITIONS

This insurance does not cover claims, for **you** or anyone else upon whom **your trip** depends, arising directly or indirectly from:

- travelling or acting against medical advice
- awaiting results of tests or medical investigations
- being on a hospital waiting list for treatment
- having received a terminal prognosis
- you travelling against any health requirements stipulated by the carrier, their handling agents or any other public transport provider
- anxiety, stress or depression (unless admitted as an in-patient)

SUMMARY OF COVER, LIMITS AND EXCESSES - COVER AND LIMITS ARE PER PERSON, UNLESS OTHERWISE SPECIFIED		
(Sub limits may apply - please refer to policy section for full details)		
This is to certify that we, in consideration of the premium specified on your schedule, agree to indemnify you on this certificate of insurance in respect of:		
Description of Cover	Policy Limit (Up to)	Excess
A Loss of Deposit, Cancellation & Curtailment	£5,000 £1,500 per booking for additional expenses following Curtailment.	£20 Loss of Deposit £50 Cancellation or curtailment per booking 5% of booking where holiday costs between £3,001 and £5,000
B1 Travel Delay	£75 (£25 for each 12 hours of delay)	Nil
B2 Holiday Abandonment	£5,000	£30 Cancellation or curtailment per booking 5% of booking where holiday costs between £3,001 and £5,000
C Missed Departure (Only valid for travel outside the UK)	£400	Nil
D Personal Effects & Baggage Single Item Limit Total Valuables Limit Travel Documents Delayed Baggage Spectacles and prescription sunglasses	Up to £1,000 (£750 for Children) £300 (£100 for Children) £300 (£100 for Children) Up to £250 Up to £200 Up to £150	£30 per person Nil for Children Nil for Spectacles & prescription sunglasses Nil for Travel Documents
E Personal Money Cash Limit	£300 (£250 for Children) £150 (£50 for Children)	£30 per person Nil for Children
F Passport/Driving Licence Indemnity (only valid for travel outside the UK)	£250	Nil
G Medical Expenses Additional Accommodation & Travel Expenses	£2,000,000 (Republic of Ireland) £1,500 (UK)	£30 per person Nil, if EHC produced
H Hospital Benefit Return to Home	£600 (£25 per 24 hours) £3,000 (Republic of Ireland) £1,500 (UK)	Nil £30 per person
I Personal Liability	£2,000,000	Nil
J Personal Accident Loss of Limbs or Sight Permanent Total Disablement Death Benefit	£10,000 £10,000 £5,000 (£2,500 for those under 16 or over 75 years of age)	Nil
K Legal Advice & Costs	£50,000	Nil
L Homeplan	Call out of an approved tradesperson	Nil

MAKING A CLAIM

Any incident or loss which gives rise, or may give rise, to a claim under **your** travel insurance should be advised immediately to:

Direct Group Travel Services

PO Box 1188,

Doncaster,

DN1 9PQ

Tel: 0344 412 4296

On contacting Direct Group Travel Services please state **your** insurance is provided by UK General Insurance Ltd and quote the following:

Scheme name: Sykes Cottages Travel Insurance 2015/16

Scheme ref: 04525F

You will then be sent a claim form, which **you** should arrange to complete as fully as possible, and return with the necessary supporting documents. 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 31 days after **your** return **home**. **We** 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.

TERRITORIAL LIMITS

The level of cover applicable to **you** is as follows:

Area 1 - United Kingdom including Isle of Man

Area 2 - Republic of Ireland

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, clay pigeon shooting, cricket, croquet, cycling (other than specified), 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), 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, snow mobiling, snow sledging, snorkelling, squash, surfing (under 14 days), 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, work abroad including manual work being restricted to bar work and fruit picking (not involving the use of agricultural machinery), yachting (racing/crewing inside territorial waters)

The following activities are not included in the definition:

White water canoeing, bmx or mountain biking, horse jumping, hunting on horseback, polo on horseback, scuba diving within 24 hours prior to departure.

Please note there is no cover under section G Personal Liability for claims arising directly or indirectly from 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, participant to participant liability and any animals belonging to **you** or in **your** care, custody or control.

Unfortunately, we are unable to offer cover for any activities not listed above.

Adverse Weather

Weather of such severity that:

- the police, or appropriate authority, warn by means of public communications networks including, but not limited to popular websites, television or radio against all but essential travel and/or;
- it causes major disruption to transport services i.e. rail, road or bus which is reported in the media.

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.

Bodily Injury

Injury caused by external, violent and visible means.

Booking

The maximum number of people covered by booking, irrespective of whether they are family members or not, is 16. Unless an additional premium has been paid to either Sykes Cottages or Hogans Cottages to increase this to 23.

Cancellation Costs

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

Children / Grandchildren,

Persons aged up to and including 17 years of age.

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

Unless **we** provide cover under this insurance, any other loss, damage or additional expense following on from the event for which **you** are claiming is not covered. Examples of such loss, damage or additional expense would be the cost of replacing locks after losing keys, costs incurred in preparing a claim or loss of earnings following **bodily injury** or illness.

Country of Residence

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

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.

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**.

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, Limits & Excesses on page 2.

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.

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, 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

Any medical condition where you:

- a) are travelling or acting against medical advice
- b) are awaiting results of tests or medical investigations
- c) are on a hospital waiting list for treatment
- d) have received a terminal prognosis
- e) are travelling against any health requirements stipulated by the carrier, their handling agents or any other public transport provider
- f) are suffering from anxiety, stress or depression (unless admitted as an in-patient)

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.

Terrorism / Acts 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.

UK: Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.

Republic of Ireland: Any direct or indirect consequence of terrorist activity as defined by the Criminal Justice (Terrorist Offences) Act 2005 and any amending or substituting legislation

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, UK, United Kingdom**
- England, Wales, Scotland, Northern Ireland, and the Isle of Man.

Us, We, Our, Insurer

UK General Insurance Ltd on behalf of Great Lakes Resinsurance (UK) SE.

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 Sykes or Hogan

Cottages at the time of premium payment and are shown on the booking confirmation. 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 & CURTAILMENT

What You Are Covered For:

We will pay, up to the amount shown in the Summary of Cover, Limits & Excesses on page 2 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
- the person 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; or
- b) during the **period of insurance**, **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 subject to exclusion g) vii below.
- **Adverse Weather** delaying **your self drive holiday** by 12 hours or more.

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 6 in connection with claims made under section A

1 the **excess** as shown in the Summary of Cover, Limits & Excesses on page 2.

2 any claim for curtailment which has not been approved by the 24 hour medical emergency service

3 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**

4 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) **your** failure to advise **us** of any **material fact** prior to the issue of the policy or prior to **your** departure on **your trip**
 - vi) 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**
 - vii) 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) **your** disinclination to travel.

SECTION B1 & B2 - TRAVEL DELAY & HOLIDAY ABANDONMENT

What You Are Covered For:

B1 Travel Delay

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

- International outward flight, coach, rail or sea journey on **your** scheduled departure, or

• International 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

B2 Holiday Abandonment

We will pay, up to the amount shown in the Summary of Cover on page 2, for travel and accommodation expenses which **you** have paid or have contracted to pay, which **you** cannot recover from any source, if **you** elect to cancel **your trip** following a delay of 24 hours or more from the scheduled departure time.

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 6 in connection with claims made under section D1 & D2:

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. compensation under both the ‘Travel Delay’ and ‘Holiday Abandonment’ sections of this policy

5. 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

6. **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 and Holiday Abandonment 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 C- 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 E:

• 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 D - PERSONAL EFFECTS AND BAGGAGE

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, Limits & Excesses on page 2.

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, Limits & Excesses on page 2.

What You Are Not Covered For:

We will not pay for the following in addition to the General Exclusions on page 6 in connection with claims made under section H:

1 the **excess** as shown in the Summary of Cover, Limits & Excesses on page 2

2 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

3 more than the **single item** limits in the Summary of Cover, Limits & Excesses on page

2, up to a maximum shown in the Summary of Cover, Limits & Excesses on page 2 in total for any one claim, limited to £50 and subject to a maximum of £300 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

4 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)

5 wear, tear, or depreciation

6 loss, theft or damage arising from the delay, detention, seizure or confiscation by Customs or other officials

7 damage caused by the leakage of powder or liquid carried within **your personal effects** or baggage

8 any breakage of fragile articles, unless the breakage is caused by fire or an incident involving the vehicle in which **you** are being carried

9 theft from **your holiday** accommodation unless there is evidence of violent, visible and forcible entry thereto

10 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

11 claims arising for loss, theft or damage to prams, buggies, wheelchairs, pedal cycles, motor vehicles, marine equipment, diving equipment, watercraft, surfboards or **sports equipment**

12 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.

13 more than £300 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.

14 loss or damage to **sports equipment**, whilst in use

15 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

16 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

17 any claim for baggage delay if **you** cannot supply receipts for the essential items purchased and written confirmation from the carrier as to the length of delay.

18 loss, theft or damage arising from:

• mechanical or electrical breakdown; or

• moth or vermin; or

• processes of cleaning, restoring or repairing.

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, Limits & Excesses on page 2.

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 I:

1 the **excess** as shown in the Summary of Cover, Limits & Excesses on page 2.

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

3 any claim, if the loss or theft occurs whilst in the custody of an airline or other carrier.

4 any loss, if **you** have not taken reasonable steps to prevent a loss happening

5 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

6 loss or theft of travellers cheques, if the issuer provides a replacement service

7 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.

8 theft from an unattended vehicle.

SECTION F - PASSPORT/DRIVING LICENCE INDEMNITY

What You Are Covered For:

We will indemnify **you** up to the limit shown in the Summary of Cover on page 2 in respect of essential additional travel and accommodation expenses necessarily incurred within one week prior to the **holiday** and during the period of the **holiday** outside **your** usual **country of residence**, in the event of **your** passport/driving licence being lost or stolen and as a result of obtaining a replacement thereof, subject always to the maximum amount shown in the Summary of Cover on 2.

SECTION G - MEDICAL & 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, Limits & Excesses on page 2 for up to 12 months after the start date of the treatment for:

a) Emergency Medical and Treatment expenses

• reasonable and customary medical, surgical and hospital expenses incurred outside the **UK**

• emergency dental treatment for the immediate relief of pain up to £400.

We reserve the right to repatriate **you**, when in the opinion of **our** medical advisors, **you** are fit to travel. If **you** refuse to be repatriated all cover under the policy will cease.

b) Accommodation expenses

• Reasonable additional room only accommodation expenses incurred by **you**, as a result of **you** receiving medical advice from a registered Doctor in attendance that **your** originally planned return journey **home**, is impossible due to medical reasons. This includes, if deemed medically necessary, reasonable additional accommodation expenses for one person travelling with **you** to remain with **you**. The most that **we** will pay for accommodation costs is £1,500 per person.

c) Travel Expenses

• Reasonable additional travel expenses incurred by you as a result of you receiving medical advice from a registered doctor, or requiring hospital treatment during your trip. The most we will pay for travel costs is £100 per person.

d) Trips within the **United Kingdom** where it is **your** home country, up to £1,500 for reasonable:

i) additional transport and accommodation costs to be made for or by **you** and for any one other person who is required for medical reasons to stay with **you**.

ii) costs following **your** death for the return of **your** ashes or **your** body to **your** home.

What You Are Not Covered For:

We will not pay for the following in addition to the General Exclusions on page 6 in connection with claims made under section I:

- the **excess** as shown in the Summary of Cover on page 2
- any medical, hospital or treatment expenses if **you** are travelling for the purpose of obtaining medical treatment
- any costs or expenses, if **you** or **your** representative have not advised the 24hr medical emergency service and received their agreement to these costs, in the event of **you**:
 - a) dying; or
 - b) being involved in an **accident**; or
 - c) being admitted to hospital; or
 - d) **curtailing your trip** due to medical reasons; or
 - e) missing **your** flight due to medical reasons
- 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**
- 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 ongoing 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 B (Medical and Travel & Accommodation Expenses) and section A (Loss of Deposit, Cancellation and **Curtailment**) 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, Limits & Excesses on page 2, 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** which is not pre-existing.

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, Limits & Excesses on page 2 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 5, in connection with claims made under section C, if **you**:

- are not receiving continuous treatment
1. the **excess** as shown in the Summary of Cover, Limits & Excesses on page 2
 2. losses arising within 25 miles of **your home**
 3. charges for personal services such as radio, television, telephone and the like
 4. all expenses incurred in connection with elective or non-emergency care

SECTION I - 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, Limits & Excesses on page 2, 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 5 in connection with claims made under section G:

- 1 the **excess** as shown in the Summary of Cover, Limits & Excesses on page 2.
- 2 the first £200 of each and every claim in respect of loss or damage to temporary **holiday** accommodation
- 3 **bodily injury** or disease to any person who, at the time of sustaining such injury or disease, is engaged in **your** service or to any member of **your family** or anyone **you** are travelling with
- 4 damage to property belonging to, or in the care, custody or control of **you** or a member of **your family** or a person in **your** service
- 5 any liability arising out of or incidental to any profession, occupation or business
- 6 any liability which has been assumed under contract and would not otherwise have attached

7 any liability, injury, loss or damage arising directly or indirectly from or due to ownership, possession or use of any motorised or mechanical vehicles including any attached trailers or caravans, any aircraft (whatsoever), any watercraft or vessel (other than manually propelled watercraft or vessel) or any other form of motorised leisure equipment

8 any liability arising out of ownership, occupation, possession, or use of any land or building (other than occupation only of any temporary residence)

9 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

10 any liability arising in respect of any wilful or criminal act or assault

11 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 J - PERSONAL ACCIDENT

What You Are Covered For:

We will pay **you** or **your** estate a lump sum, as shown in the Summary of Cover Limits & Excesses on page 2, 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 pages 6 in connection with claims made under section F:

1 any benefit as a result of participating in any activity not listed in the "**Acceptable sports & leisure activities**" on page 2

2 any benefit where **your** death, injury or loss does not occur within 180 days of the **accident**

3 any benefit if **you** cannot prove to 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

4 more than one lump sum under this section

5 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

6 any claim arising directly or indirectly from the contracting of any disease or illness

7 any claim arising directly or indirectly from the injection or ingestion of any substance

8 any claim arising from any event, which exacerbates a previously existing **bodily injury**

9 any claim not certified by an independent **medical practitioner**

10 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 K - LEGAL ADVICE & COSTS

What You Are Covered For:

The **Insurer** will reimburse **you** up to the amount as shown in the Schedule of Benefits, for legal costs incurred by **you** in pursuit of legal proceedings against third parties (excluding any member of **your** or **your travelling companion's** family, **your travelling companion**, **close business associate** or employer) for any compensation owed to you arising directly from physical **bodily injury** or **your** death during the **period of insurance**.

What You Are Not Covered For:

In addition to the General Exclusions of the **policy**, the **Insurer** shall not be responsible for:

1. the excess as shown in the Schedule of Benefits
2. claims arising for any legal expenses incurred without prior written authorisation by the **Insurer**
3. claims arising where the **Insurer** considers **your** prospects of success in achieving a reasonable benefit to be insufficient.
4. claims arising pursuant to a contingent fee agreement between you and **your** counsel/lawyer
5. claims arising for any additional travel and accommodation expenses incurred over the amount shown the Schedule of Benefits, whilst in pursuit of legal proceedings
6. claims arising from **you** pursuing legal proceedings as part of and/or on behalf of a group or organisation
7. claims incurred for any legal costs in pursuing legal proceedings against a Travel Agent, Tour Operator, Carrier, Broker, UK General Insurance Ltd, Great Lakes Reinsurance (UK) SE, the

Claims Handler, the Assistance Company

8. claims occurring under criminal law

9. claims occurring or where the case is brought to court in more than one country.

SPECIAL CONDITIONS

The **Insured** must comply with the following procedures:

- a) the **Insured** shall apply to the **Insurer** for a written acknowledgement by the **Insurer** of the existence of a potentially viable claim
- b) if an acknowledgement in a) is granted, the **Insurer** shall initially pay up to 5% of the amount shown in the Schedule of Benefits for legal costs incurred by the **Insured** to determine the probability of success in achieving a reasonable benefit. This shall include an assessment of the legal liability of the potential defendant and the ability to collect damages from the potential defendant
- c) the **Insurer** shall not be responsible for any legal expenses incurred prior to its issuing the **Insured** with a written acknowledgement of the existence of a potentially viable claim
- d) in the event that the **Insured** is awarded compensation (by judgement or settlement), the **Insurer** shall be entitled to recover from the Insurance or on behalf of the **Insured** any sum paid under any section of this policy on account of the same incident for which compensation is received.

SECTION L - 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, Limits & Excesses on page 2 in respect to the following if 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.

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.
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. **You** must notify any claim to **us** within 31 days after the incident giving rise to the loss. All documents, booking confirmations 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.
12. 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.
13. 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.
14. **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 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**.
15. **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.
16. 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 E 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 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
3. claims 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
4. claims arising from **you** travelling against Foreign Office advice or where it is deemed unsafe for **you** to travel
 5. claims arising from **you** travelling against any health requirements stipulated by the carrier, their handling agents or any other **public transport** provider
 6. 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
 7. claims arising from **you** engaging in any illegal or criminal act
 8. 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
 9. claims arising from any **consequential loss** whatsoever (claims shall only be paid for those losses which are specifically stated under the terms of this policy, except as provided in Section D, relating to loss of travel documents)
 10. claims arising directly or indirectly out of **your** financial incapacity other than **redundancy**
 11. claims 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
 - EHIC payments; 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
 12. 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
 13. 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
 14. claims arising from anxiety, stress or depression; except where previously undiagnosed at the time **you** took out this policy
 15. 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
 16. 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
 17. claims arising directly or indirectly from **you** being engaged in any employment during **your trip** unless agreed by **us** and any additional premium paid
 18. claims which have not been proven and the amount of the claim substantiated
 19. claims for loss of enjoyment, however caused
 20. any loss whereby any period of disability or loss whatsoever is increased through **your** own act or omission
 21. third party rights and no party other than **you** may claim benefit under the terms of this insurance
 22. 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.

In all correspondence please state **your** insurance is provided by UK General Insurance Ltd and quote scheme name **Sykes Cottages Travel Insurance** and **scheme ref 04525F**

IF YOU HAVE A COMPLAINT REGARDING THE SALE OF YOUR POLICY:

Customer Relations Department
UK General Insurance Group Limited
Cast House
Old Mill Business Park
Gibraltar Island Road
Leeds LS10 1RJ
Tel: 0345 218 2685
Email: customerrelations@ukgeneral.co.uk

IF YOU HAVE A COMPLAINT REGARDING YOUR CLAIMS:

Direct Group
Customer Relations
PO Box 1193
DONCASTER, DN1 9PW
Tel: 0344 854 2072

If your complaint about your claim cannot be resolved by the end of the next working day, Direct Group will pass it to:

Customer Relations Department
UK General Insurance Limited
Cast House
Old Mill Business Park
Gibraltar Island Road
Leeds
LS10 1RJ
Tel: 0345 218 2685
Email: customerrelations@ukgeneral.co.uk

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 and have an annual turnover of less than £2 million and fewer than ten staff. **You** may contact The Financial Ombudsman Service at:

Financial Ombudsman Service,
The Financial Ombudsman Service,
Exchange Tower,
London,
E14 9SR.
Tel: 0800 023 4 567
Tel: 0300 123 9 123
Email: complaint.info@financial-ombudsman.org.uk

The above complaints procedure is in addition to **your** statutory rights as a consumer. For further information about **your** statutory rights contact **your** local authority Trading Standards Service or Citizens Advice Bureau.

COMPENSATION SCHEME

Great Lakes Reinsurance (UK) SE 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 with no upper limit. **You** can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk.

Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **We** are unable to meet **Our** obligations under this contract. Further information about the scheme is available from the Financial Services Compensation Scheme website at www.fscs.org.uk or by contacting them at; Financial Services Compensation Scheme
10th Floor Beaufort House
15 St Botolph Street
London EC3A 7QU
Tel: **0800 678 1100** or **020 7741 4100**

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.