

Shearings Holidays is an Appointed Representative of UK General Insurance Ltd on behalf of Ageas Insurance Limited, Registered in England No.354568. Registered office: Ageas House, Tollgate, Eastleigh, Hampshire, SO53 3YA. UK General Insurance Ltd and Ageas Insurance Limited are authorised and regulated by the Financial Services Authority. This can be checked on the FSA's register by visiting the FSA's website at [www.fsa.gov.uk/pages/register](http://www.fsa.gov.uk/pages/register) or by contacting them on 0845 606 1234.

## 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 "MEDICAL SCREENING QUESTIONS" below.

### RECIPROCAL HEALTH AGREEMENTS: EHIC/MEDICARE

If **you** are travelling to European Union countries **you** should obtain a European Health Insurance Card (EHIC) postal application form from **your** local Post Office. **You** can also apply either online through [www.dh.gov.uk/travellers](http://www.dh.gov.uk/travellers) or by telephoning 0845 606 2030. This will entitle **you** to benefit from the reciprocal health agreements, which exist between certain European countries. In the event of a claim being accepted for medical expenses which has been reduced by the use of an EHIC, or Private Health Insurance, the deduction of the **excess** under section B will not apply. When **you** are travelling to Australia and **you** have to go to hospital, **you** must register for treatment under the national Medicare scheme.

### 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.

### AGE LIMITS

No upper age limit.

### 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 3.

### MATERIAL FACTS

All **material facts** must be disclosed to **us** at the time **your** policy commences and throughout the **period of insurance**. If **you** are in any doubt as to whether a fact is "material" then for **your** own protection it should be discussed with UK General Insurance Ltd on 0844 573 4172. An example of a **material fact** would be the **serious illness** of a non-travelling **relative** upon whose health **your** booking depends. 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.

### PERSONAL LIABILITY

There is no cover for Personal Liability 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.

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. For any activity listed under **acceptable sports and leisure activities**, (see policy definitions on page 3) there is no cover for participant to participant liability.

### 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.

### YOUR RIGHT TO CANCEL

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. Thereafter, **you** may cancel **your** policy at anytime however no refund of premium will be available.

### CANCELLING YOUR POLICY

**We** can cancel this policy by sending **you** seven days notice to **your** last known address.

### RESIDENCY

This policy is only available to **you** if **you** are permanently resident in the **United Kingdom**, Channel Islands or the Isle of Man and registered with a **medical practitioner** in one of these areas, being the one in which **you** permanently reside.

### 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 7.

### 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** **you** must also seek the advice of the 24 hour medical emergency service before incurring any expenses under sections B. Please remember to retain receipts for all costs incurred.

## MEDICAL SCREENING QUESTIONS – PLEASE READ CAREFULLY

### FOR TRIPS TAKEN WITHIN THE UNITED KINGDOM CHANNEL ISLANDS, ISLE OF MAN OR REPUBLIC OF IRELAND, – Please read this section

**You** are not required to call **us** to declare your medical conditions, however, this policy does not provide cover for claims, irrespective of **your** destination, arising directly or indirectly from **you** or anyone else upon whom **your** trip depends;

- i) travelling or acting against medical advice
- ii) awaiting results of tests or medical investigations
- iii) being on a hospital waiting list for treatment
- iv) having received a terminal prognosis
- v) suffering from anxiety, stress or depression (unless admitted as an in-patient)

## MEDICAL SCREENING QUESTIONS – PLEASE READ CAREFULLY

### FOR TRIPS TAKEN OUTSIDE THE UNITED KINGDOM, CHANNEL ISLANDS, ISLE OF MAN OR REPUBLIC OF IRELAND - Please read and answer the following two questions in respect of you or your travelling companions.

**Question 1.** Have **you** or any of **your** travelling companions ever suffered from, been investigated for, treated for or diagnosed with;

- any cancer or malignant condition?
- any lung, heart-related or circulatory condition (including angina or hypertension)?

NO

**Question 2.** Do **you** or **your** travelling companions have any condition that has required referral to or consultation with a specialist or hospital for treatment, investigation or check-up within the past 12 months?

NO

Full cover is available under this policy. If **your** answers to any of these questions change to 'Yes' during the **period of insurance**, please contact **us** on 0844 573 4172.

YES

YES

No cover is available under this policy for any claim which is directly or indirectly linked to the medical condition(s) which caused **you** to answer 'Yes' to either of the questions on the left. However, **we** can sometimes offer extended cover at an additional premium. Please call **us** on 0844 573 4172 to discuss **your** requirements.

Please also pay attention to the sections titled General Conditions Which Apply to All Sections of this Insurance and General Exclusions Which Apply to All Sections of this Insurance (particularly General Exclusion 2, details of which can be found on page 6 of this policy document).

Material Facts - The serious illness of a non-travelling relative is an example of a **material fact**. A **material fact** is any fact which is known to **you**, which is likely to influence **us** in the acceptance or assessment of this insurance. All **material facts** must be disclosed to **us** at the time **your** policy commences and throughout the **period of insurance**. If **you** are in any doubt as to whether a fact is "material" then for **your** own protection it should be disclosed to UK General Insurance Ltd on 0844 573 4172.

**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 certificate**, agree to indemnify **you** on this certificate of insurance in respect of:

| Section  | Cover   | Excess  |
|--|---|---|
| A1 Loss of Deposit or Cancellation<br><br>Curtailment  | Up to the total invoice cost for Cancellation & Curtailment<br><br>Up to £3,000 for additional expenses following curtailment   | £60 per person or £75 per person for travel within UK, Republic of Ireland & Channel Islands arising from a pre-existing condition (£25 in respect of Loss Of Deposit only) |
| B Emergency Medical and Treatment Expenses   | Up to £5,000,000  | £60 per person or £75 per person for travel within the UK, Republic of Ireland & Channel Islands arising from a pre-existing condition                                      |
| C i) Hospital Benefit<br>ii) Additional Expenses<br><br>iii) Return to Home  | i) Up to £500 (£15 per 24 hours)<br>ii) Up to £1,000 (UK, Channel Islands or Isle of Man)<br>iii) Up to £1,000 (UK, Channel Islands or Isle of Man)   | i) Nil<br>ii) Nil<br>iii) £60 per person or £75 per person for travel within UK, Republic of Ireland & Channel Islands arising from a pre-existing condition                |
| D1 Travel Delay  | Up to £60 (£20 for each 12 hours of delay, £10 for each subsequent 12 hour delay)   | Nil   |
| D2 Holiday Abandonment   | Up to the total invoice cost  | £60 per person  |
| E Missed Departure   | Up to £500 for non-UK holidays only   | Nil   |
| F Personal Accident<br>1) Death Benefit<br><br>2) Permanent Loss of Limb<br><br>3) Permanent Loss of Sight<br><br>4) Permanent Total Disablement | Maximum Benefit £25,000<br>Up to £15,000 (£2,500 for adults aged 66 or over)<br>Up to £25,000 (£2,500 for adults aged 66 or over)<br>Up to £25,000 (£2,500 for adults aged 66 or over)<br>Up to £25,000 (£2,500 for adults aged 66 or over) | Nil   |
| G Personal Liability   | Up to £1,000,000  | Nil (other than £200 in respect of temporary holiday accommodation)   |
| H Legal Expenses   | Up to £10,000   | Nil   |
| I Personal Effects & Baggage<br>Single Item Limit<br>Total Valuables Limit<br>Travel Documents<br>Delayed Baggage                                | Up to £500 sub limited to:<br>Up to £100<br>Up to £200<br>Up to £200<br>Up to £100  | £60 per person<br>£60 per person<br>Nil<br>Nil  |
| J Personal Money<br>Cash Limit   | Up to £200<br>£200  | £60 per person  |
| K Homeplan   | Up to £100 (per household), plus 3 hours labour   | Nil   |

**HOSPITAL TREATMENT ABROAD**

If **you** are admitted to hospital **you** must contact One Assist. immediately. If **you** do not, this could mean that **we** will not provide cover or **we** will reduce the amount **we** pay for medical expenses.

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

Inpatient treatment anywhere in the world **you** must contact:

One Assist:  
Tel: +44 (0)113 3453 012  
Fax: +44 (0)113 3453 013  
Email: ops@oneassist.com

Outpatient treatment anywhere in the world, excluding North America and the **United Kingdom**, **you** must contact:

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

Outpatient treatment in North America and the **United Kingdom** **you** must contact:

One Assist:  
Tel: +44 (0)113 3453 012  
Fax: +44 (0)113 3453 013  
Email: ops@oneassist.com

One Assist or Healthwatch S.A. may be able to guarantee costs on **your** behalf. When contacting One Assist or Healthwatch S.A. please state that **your** insurance is provided by UK General Insurance Ltd and quoting the appropriate reference number:

Scheme name: Shearings Holidays  
Reference number: 04582A

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.

**INPATIENT TREATMENT ABROAD**

If **you** go into hospital **you** must contact One Assist immediately. If **you** do not, this could mean that **we** will not provide cover or **we** will reduce the amount **we** pay for medical expenses.

**OUTPATIENT TREATMENT**

If **you** require outpatient treatment, please contact the appropriate Emergency Assistance provider as detailed above. If the emergency assistance is being provided by Healthwatch SA 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 **certificate** (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, CHANNEL ISLANDS OR ISLE OF MAN**

If **you** have to return to the **United Kingdom**, Channel Islands or Isle of Man under Section A1 (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**, Channel Islands or Isle of Man. 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: 0844 573 4172

**FOR MEDICAL SCREENING ENQUIRIES**

Call our Medical Screening Helpline on: 0844 573 4172

**FOR CLAIMS**

Call our Claims Helpline on: 0844 412 4296

## TERRITORIAL LIMITS

### Territorial Limits

The level of cover applicable to **you** will depend upon the premium paid.

- Area 1 - United Kingdom including the Channel Islands & Isle of Man
- Area 2 - Europe including non-European countries bordering the Mediterranean, excluding Algeria, Libya, The Lebanon and Israel)
- Area 3 -Worldwide including USA & Canada

## 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  
Claims Department  
PO BOX 800  
Halifax  
HX1 9ET  
Tel: 0844 412 4296  
Fax: 0844 412 4138

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

Scheme name: Shearings Holidays  
Scheme ref: 04582A

**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.

## COVER

**We** will, subject to the terms of the policy and confirmation of proof of payment of the appropriate insurance premium, pay the benefit described in respect of events occurring during the **period of insurance**. This policy gives full details of the cover, limits and exclusions applicable to the insurance. It should be read in conjunction with the **certificate** that states the persons covered and the basis of cover. Together these documents form a contract of insurance.

## 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, 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 mobilising, 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.

### 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.

### 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**.

### Age Limits

No upper age limit applies.

### Bodily Injury

Injury caused by external, violent and visible means.

### Business Equipment

Computer equipment, communication devices and other business related equipment which is carried by **you** in the course of **your** business.

### Cancellation Costs

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

### Certificate

The **certificate** 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

Children aged 3 to 17 years

### 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 of this policy.

### 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.

### 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, Curtail

The abandonment of the **holiday** by **your** early return to **your** home, 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**. The **excess** amounts are shown in the Summary of Cover on page 2.

### Family

Parents or grandparents (up to a maximum of two adults) and their **children** or **grandchildren**. Cover for families shall apply where the appropriate premium has been paid and where the **family** members travel together.

### Hazardous Sports and/or Leisure Activities/Activity

Any activity not defined within the **acceptable sports and leisure activities** definition are not covered under this policy.

### Home

**Your** usual place of residence in the **UK**, Channel Islands or Isle of Man.

### 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 vision in one or both eyes.

### Material Fact

Any fact which is known to **you**, which is likely to influence **us** in the acceptance or assessment of this insurance. A **material fact** is any fact which is known to **you**, which is likely to influence **us** in the acceptance or assessment of this insurance. The **serious illness** of a non-travelling **relative** is an example of a **material fact**. All **material facts** must be disclosed to **us** at the time **your** policy commences and throughout the **period of insurance**. If **you** are in any doubt as to whether a fact is "material" then for **your** own protection it should be disclosed to UK General Insurance Ltd on 0844 573 4172.

### 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

If single trip cover is selected 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**, Channel Islands or Isle of Man 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, 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, satellite navigation devices of any kind, spectacles, sunglasses and Mobile phones

### Personal Money

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

### 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 qualifying 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 the **United Kingdom**, Channel Islands, or Isle of Man whichever is **your** area 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.

### 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**, Channel Island or Isle of Man or
- c) A hospital or nursing home in the **UK**, Channel Island or Isle of Man following **your** repatriation.

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

England, Wales, Scotland and Northern Ireland.

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

UK General Insurance Ltd 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 (excluding mobile phones), 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 Shearings Holidays at the time of premium payment and are shown on the **certificate**. All persons must be permanently resident in the **United Kingdom**, Channel Islands or the Isle of Man and registered with a **medical practitioner** in one of these areas, being the one in which **you** permanently reside. Each person is separately insured.

## **SECTION A – CANCELLATION AND CURTAILMENT, LOSS OF DEPOSIT**

### **▲ What You Are Covered For:**

**We** will pay, up to the amount shown in the Summary of Cover on page 2 for **your** proportion of the **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**, Channel Island or Isle of Man; 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**, Channel Island or Isle of Man 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**, Channel Island or Isle of Man 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**, **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 Which Apply To All Sections Of The Insurance on pages 6 & 7 in connection with claims made under section A:

1. the **excess** as shown in the Summary of Cover on page 2
2. any claim for **curtailment** which has not been approved by the 24 hour medical emergency service, prior to **your** return to the **UK**, Channel Island or Isle of Man
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) any claims arising directly or indirectly from any medical condition which would require **you** or any of **your** travelling companions to answer yes to the MEDICAL SCREENING QUESTIONS on page 1, unless declared to and accepted by **us**.
  - b) claims, irrespective of **your** destination, arising directly or indirectly from **you** or anyone else upon whom **your trip** depends;
    - i) travelling or acting against medical advice
    - ii) awaiting results of tests or medical investigations
    - iii) being on a hospital waiting list for treatment
    - iv) having received a terminal prognosis
    - v) suffering from anxiety, stress or depression (unless admitted as an in-patient)
  - c) **you** have failed to have any recommended vaccines, inoculations or medications prior to **your trip**
  - d) **you** have failed to get the relevant passport or visa
  - e) unlawful or criminal proceedings against **you** or a person **you** are travelling with
  - f) **redundancy**, which is not notified to **you** during the **period of insurance**
  - g) **your** personal financial circumstances, other than **you** being made **redundant** after the purchase date of the policy
  - h) **your** late arrival at the airport or port after check in or booking in time
  - i) 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) unused portions of **your** original ticket, where repatriation has been made
    - vii) **your** travel expenses for **you** to return to the **UK**, Channel Island or Isle of Man, if **you** do not already possess pre-paid return travel tickets
    - viii) any cancellation or **curtailment costs** which **we** 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**

- ix) any claim resulting from **you** or a person **you** are travelling with being posted overseas or receiving an emergency requirement of duty, following an **act of terrorism**, war or invasion
- x) **your** disinclination to travel.

## **SECTION B – EMERGENCY MEDICAL AND TREATMENT EXPENSES**

### **▲ What You Are Covered For:**

Wherever the Channel Islands or Isle of Man are mentioned in this section, it will only apply if **you** live there.

This section does not apply to trips within the **UK**, Channel Islands or Isle of Man if you live there.

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 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**, Channel Island or Isle of Man, whichever is **your** area of residence
  - emergency dental treatment for the immediate relief of pain up to £250 incurred outside the **UK**, Channel Island or Isle of Man, whichever is **your** area of residence
- b) Funeral and Repatriation expenses
  - If **you** die during the **trip** the **we** will pay for the following:
    - the funeral expenses in the country outside of the **UK**, Channel Islands or Isle of Man, (whichever is **your** area of residence), where **you** death occurs up to £3,000 or;
    - the cost of returning **your** body or ashes **home** up to £3,000.
- c) 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 **medical practitioner** in attendance and the 24 hour medical emergency service that **your** originally planned return journey **home** to the **UK**, Channel Island or Isle of Man, is impossible due to medical reasons. This includes, if deemed medically necessary, reasonable additional transport and accommodation expenses for one person travelling with **you** to remain with **you**. The most the **we** will pay for accommodation costs is £1,000 per person.

### **IMPORTANT CONDITIONS**

a) In the event of any illness, injury, accident or hospitalisation involving anyone insured under this policy, **you** must notify the 24 hour medical emergency service. They will direct **you** to an appropriate medical facility and may be able to guarantee costs on **your** behalf. If it is not possible to notify them in advance because the condition requires immediate treatment to save life or limb, the 24 hour medical emergency service must be contacted as soon as possible. Failure to do so will affect the assessment of **your** claim.

b) Wherever possible **you** must use medical facilities that entitle **you** to the benefits of any reciprocal health agreements, such as the EHC in Europe and Medicare in Australia.

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

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

**We** will not pay for the following in addition to the General Exclusions Which Apply To All Sections Of The Insurance on pages 6 & 7 in connection with claims made under section B:

1. the **excess** as shown in the Summary of Cover on page 2
2. any costs or expenses, if **you** or **your** representative have not advised the 24 hour medical emergency service and received their agreement to these costs, in the event of **you**:
  - a) dying; or
  - b) incurring medical or treatment expenses; or
  - c) being involved in an **accident**; or
  - d) being admitted to hospital; or
  - e) **curtailing your trip** due to medical reasons; or
  - f) missing **your** flight due to medical reasons
3. any medical costs or expenses, if **you** are in Australia and **you** have not enrolled with Medicare
4. any medical, hospital, treatment or funeral expenses in the **UK**, Channel Islands or Isle of Man if **you** live there.
5. any claims arising directly or indirectly from any medical condition which would require **you** or any of **your** travelling companions to answer yes to the MEDICAL SCREENING QUESTIONS on page 1 unless declared to and accepted by **us**.
6. claims, irrespective of **your** destination, arising directly or indirectly from **you** or anyone else upon whom **your trip** depends;
  - i) travelling or acting against medical advice
  - ii) awaiting results of tests or medical investigations
  - iii) being on a hospital waiting list for treatment
  - iv) having received a terminal prognosis
  - v) suffering from anxiety, stress or depression (unless admitted as an in-patient)
7. 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**
8. any costs arising from **you** arranging a single or private accommodation room in a hospital, clinic or nursing home
9. dental treatment which is not for the purpose of relieving immediate pain or suffering
10. any medical, hospital or treatment expenses, which have not been authorised at the time by a recognised registered **medical practitioner**
11. 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
12. any physiotherapy or associated treatment costs, if they are not part of an on-going treatment programme for a **serious injury** or which in the opinion of **our** medical advisors, can be reasonably delayed until **your** return **home**
13. non continuous treatment
14. any up-grades from economy class travel, unless **our** medical advisors specify this necessary on medical grounds
15. any costs or expenses if **you** do not have a pre-paid return ticket to the **UK**, Channel Island or Isle of Man, at the start of **your trip**
16. any medication or drugs which **you** knew were needed at the start of the **trip**
17. 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 abroad
18. 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
19. Losses arising within 25 miles of **your home**
20. cosmetic surgery and all expenses incurred in connection with cosmetic surgery
21. 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.

You may not claim under this section B (Emergency Medical and Treatment Expenses) and section A (Loss of Deposit, Cancellation & Curtailment) in respect of the same additional accommodation or travel expenses.

## SECTION C - HOSPITAL BENEFIT, ADDITIONAL EXPENSES & RETURN TO HOME

### ▲ What You Are Covered For:

#### i. Hospital Benefit

We will pay you the amount shown in the Summary of Cover 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 covered under Section B.

Sections ii) and iii) only apply to trips within the **UK**, Channel Islands or Isle of Man

#### ii. Additional Expenses

Reasonable additional travel expenses incurred by you as a result of you receiving medical advice from a registered **medical practitioner**, or requiring hospital treatment during your trip. The most we will pay for your travel costs is £100. Also, if deemed medically necessary, reasonable additional transport and accommodation expenses for one person travelling with you to remain with you. The most the we will pay for accommodation costs is £1,000 per person.

#### iii. 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 to meet all reasonable expenses incurred by your estate arising out of the transportation of your remains back to your home in the **UK**, Channel Islands or Isle of Man, or to an undertaker within 10 miles of your home.

### ▼ What You Are Not Covered For:

We will not pay for the following in addition to the General Exclusions Which Apply To All Sections Of The Insurance on pages 6 & 7 in connection with claims made under section C, if you:

1. are not receiving continuous treatment
2. are an in-patient at a hospital or clinic, which has not been authorised and arranged by the 24 hour medical emergency service, as detailed on page 3.

## SECTION D - TRAVEL DELAY AND HOLIDAY ABANDONMENT

### ▲ What You Are Covered For:

#### D1 Travel Delay

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

- International outward flight, rail or sea journey on your scheduled departure, or
- International inbound flight, rail 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 or train.

#### D2 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 pages 6 & 7 in connection with claims made under section D:

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 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, 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 E- MISSED DEPARTURE

### ▲ What You Are Covered For:

We will pay you, up to the amount shown in the Summary of Cover on page 2 for reasonable additional accommodation and travel expenses, if you arrive at your last departure point from the **UK**, Channel Islands or Isle of Man, (whichever is your area of residence), or the last departure point for your return trip to the **UK**, Channel Islands or Isle of Man, (whichever is your area of residence), 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** 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 Which Apply To All Sections Of The Insurance on pages 6 & 7 in connection with claims made under section E:

1. the **excess** as shown in the Summary of Cover on page 2
2. any upgrade in accommodation
3. 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
4. any claim relating to internal flights

5. 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
6. any claim in respect of mechanical breakdown or failure, if your private motor vehicle has not been properly serviced and maintained
7. any repair costs to your private motor vehicle
8. any claims for vehicle breakdown or failure, which are not substantiated by a written report from a rescue service or garage.

## SECTION F - 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 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 Which Apply To All Sections Of The Insurance on pages 6 & 7 in connection with claims made under section F:

1. any benefit as a result of participating in a **hazardous sport and leisure activity**.
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 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
4. 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
5. any claim arising directly or indirectly from the contracting of any disease or illness
6. any claim arising directly or indirectly from the injection or ingestion of any substance
7. any claim arising from any event, which exacerbates a previously existing **bodily injury**
8. any claim not certified by an independent **medical practitioner**
9. 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 G - 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 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 Which Apply To All Sections Of The Insurance on pages 6 & 7 in connection with claims made under section G:

1. the **excess** as shown in the Summary of Cover 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 or 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 willful 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
12. any liability claim which arises directly or indirectly as a result of you participating in **hazardous sports and leisure activities**
13. any claims arising directly or indirectly from participant to participant liability.

## SECTION H - 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 8

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 Which Apply To All Sections Of The Insurance on pages 6 & 7 in connection with claims made under section H:

1. the **excess** as shown in the Summary of Cover on page 2
2. any costs or expenses which have been incurred without our prior approval
3. any claim where we consider your prospect of success in achieving a reasonable benefit to be insufficient
4. any claim emerging from the pursuance to a contingent fee agreement between you and your counsel
5. any claim for travel and accommodation expenses which you have incurred whilst pursuing legal action
6. any claim arising from you pursuing legal proceedings as part of and (or) on behalf of a group or organisation
7. any claim for legal costs where you are pursuing a legal action against your agent, Ageas Insurance Limited, UK General Insurance Ltd, the 24 hour medical emergency service,

- Direct Group Travel Services or UK General Insurance Ltd.
8. any claim against any member of **your family** or travelling companion
  9. any claim for legal costs where **you** are pursuing legal action relating directly or indirectly to medical negligence or alleged medical negligence.

## SECTION I - PERSONAL EFFECTS, VALUABLES AND DELAYED BAGGAGE

### ▲ What You Are Covered For:

#### 1) Personal Effects and Valuables -

We will pay for the loss of, theft of or damage to **your personal effects** and **valuables** after making reasonable allowance for wear, tear and depreciation, up to the amounts shown in the Summary of Cover on page 2.

#### 2) Travel Documents -

We will pay for any reasonable expenses **you** incur, whilst obtaining emergency replacement passports, green cards, visas and 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 2.

#### 3) Baggage Delay -

We will pay for the purchase of essential items, up to the amount shown in the Summary of Cover on page 2, if **your personal effects** are delayed or lost in transit on **your** outward journey for more than 12 hours. Any payment made under baggage delay will be deducted should **you** subsequently claim for **Personal Effects** and Baggage which have been permanently lost or stolen.

### ▼ What You Are Not Covered For:

We will not pay for the following in addition to the General Exclusions Which Apply To All Sections Of The Insurance on pages 6 & 7 in connection with claims made under section I:

1. the **excess** as shown in the Summary of Cover on page 2
2. claims for theft of **your personal effects** and/or **valuables** 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 on page 2, up to a maximum shown in the Summary of Cover on page 2 in total for any one claim limited to £50 per item 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
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**
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 entering, visible and forcible entry thereto
10. claims arising for loss to stamps, contact or corneal lenses, 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, golf equipment or sports equipment
12. damage to, or loss or the theft of **your personal effects**, 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.
  - c) in an unattended motor vehicle between 8pm and 9am unless the articles are contained in a locked boot, locked glove compartment or covered luggage compartment and there is evidence of forced entry confirmed by a police report, in which case the most **we** will pay is £100.
13. loss or damage to sports equipment, whilst in use
14. 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
15. 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
16. 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
17. 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 J - 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 2.

### ▼ What You Are Not Covered For:

We will not pay for the following in addition to the General Exclusions Which Apply To All Sections Of The Insurance on pages 6 & 7 in connection with claims made under section J:

1. the **excess** as shown in the Summary of Cover 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.

## SECTION K - 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 2 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** Summary of Cover on page 2, 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 3.

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

### This insurance does not cover:

1. Any claims for travel outside the **United Kingdom**, Channel Islands, Isle of Man or Republic of Ireland arising directly or indirectly from any medical condition which would require **you** or any of **your** travelling companions to answer yes to the MEDICAL SCREENING QUESTIONS on page 1 unless declared to and accepted by **us**.
2. Claims, (irrespective of **your** destination), arising directly or indirectly from **you** or anyone else upon whom **your trip** depends:
  - i) travelling or acting against medical advice
  - ii) awaiting results of tests or medical investigations
  - iii) being on a hospital waiting list for treatment
  - iv) having received a terminal prognosis
  - v) suffering from anxiety, stress or depression (unless admitted as an in-patient)
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. Any 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:
  - a) **act of terrorism**; or
  - b) nuclear detonation, reaction, nuclear radiation or contamination, howsoever such nuclear detonation, reaction, nuclear radiation or radioactive contamination may have been caused; or
  - c) 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
  - d) seizure or illegal occupation; or
  - e) 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
  - f) 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
  - g) chemical or biological release or exposure of any kind; or
  - h) attacks by electronic means including computer hacking or the introduction of any form of computer virus; or
  - i) threat or hoax, in the absence of physical damage due to an **act of terrorism**; or
  - j) any action taken in controlling, preventing, suppressing or in any way relating to any **act of terrorism**.
  - k) prohibitive regulations by the government of any country.
  - l) 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**.
  - m) 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. Any claims arising directly or indirectly from **you** travelling against Foreign Office advice or where it is deemed unsafe for **you** to travel.
6. Any claims arising directly or indirectly from **you** travelling against any health requirements stipulated by the carrier, their handling agents or any other **public transport** provider.
7. Any claims arising directly or indirectly 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. Any claims arising directly or indirectly from **you** engaging in any illegal or criminal act.
9. Any claims arising directly or indirectly 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. Any claims arising directly or indirectly 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 I, relating to loss of travel documents).
11. Any claims arising directly or indirectly out of **your** financial incapacity other than

- redundancy.**
12. Any 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:
    - a) private health insurance; or
    - b) EHC payments; or
    - c) any reciprocal health agreements; or
    - d) airlines; or
    - e) hotels; or
    - f) **home** contents insurers; or
    - g) any other recovery by **you**, which is the basis of a claim.
  13. Any claims arising directly or indirectly 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. Any claims arising directly or indirectly from **your** death, **serious injury or illness** as a result of participating in:
    - a) a **hazardous sport & leisure activity** whilst on **your trip**.
  15. Any claims arising directly or indirectly from:
    - a) wilful, self inflicted injury or illness; or
    - b) committing or attempting to commit suicide; or
    - c) wilful exposure to danger, except in an attempt to save a human life; or
    - d) solvent abuse; or
    - e) being under the influence of alcohol or drugs, except those prescribed by a registered **medical practitioner** and not those drugs prescribed for drug addiction; or
    - f) a failure to obtain any recommended vaccines, inoculations or medications prior to **your trip** departure; or
    - g) sexually transmitted diseases; or
    - h) Acquired Immune Deficiency syndrome (AIDS); or
    - i) HIV (Human Immunodeficiency Virus) and/or any HIV related illness and/or any mutant derivative or variations thereof.
  16. Any claims arising directly or indirectly from anxiety, stress or depression; except where previously undiagnosed at the time **you** took out this policy.
  17. Any claims arising directly or indirectly 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. Any claims arising directly or indirectly 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. Any 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. Any claims 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.
  25. Any claims arising directly or indirectly from **you** engaging in any manual work except those defined under **acceptable sports & leisure activities**.
  26. Any claim arising from routine treatment or care which could have been reasonably expected to arise during your period of insurance.

## GENERAL CONDITIONS WHICH APPLY TO YOUR WHOLE POLICY

1. It is a condition that all **material facts** have been disclosed to **us**. Failure to do so may affect **your** rights under this insurance. Following a change in **material fact** disclosed to **us** by **you** during the **period of insurance**, **we** reserve the right to amend or cancel **your** insurance, providing **you** with a pro-rata refund of premium. If **you** are in any doubt as to whether a fact is 'material', then for **your** own protection it should be disclosed to **us**.
2. **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.
3. **You** must be resident in the **UK**, Channel Islands or Isle of Man and registered with a **medical practitioner** in the **UK**, Channel Island or Isle of Man, one of these areas being the one in which **you** permanently reside at the time of taking out this policy and intend to return **home** within the trip duration.
4. 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.
5. **You** or **your** legal representatives must provide **us** with all policies, information and evidence **we** require and in the format **we** 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 **us** 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**, Channel Island or Isle of Man, whichever is **your** area of residence.
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 **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 **us**. 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 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 F Personal Accident).

## 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:

### STEP 1

Complaints regarding the SALE OF THE POLICY should be addressed to:

Client Services Department  
UK General Insurance Ltd  
Cast House  
Old Mill Business Park  
Gibraltar Island Road  
Leeds  
LS10 1RJ

Complaints regarding a CLAIM should be addressed to:

Direct Group Travel Services  
Claims Department  
PO BOX 800  
Halifax  
HX1 9ET  
Tel: 0844 412 4296  
Fax: 0844 412 4138

In all correspondence please state **Your** insurance is provided by UK General Insurance Ltd and quote 04582A

### STEP 2

In the event **you** remain dissatisfied and wish to make a complaint, **you** can do so by contacting:

The Customer Relations Manager,  
UK General  
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)

In all correspondence please state the scheme name Shearings Holidays and quote scheme reference 04582A.

### STEP 3

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 €2million and fewer than ten staff. **You** may contact the Financial Ombudsman Service at:

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

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

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.