

Shearings Holidays is an Appointed Representative of Acumus Insurance Solutions Limited with UK Underwriting Limited on behalf of Ageas Insurance Limited, Registered in England No.354568. Registered office: Ageas House, Tollgate, Eastleigh, Hampshire, SO53 3YA. TPS (Insurance Admin Services) Ltd, Acumus Insurance Solutions Limited, UK Underwriting Limited, 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/register](http://www.fsa.gov.uk/register) or by contacting them on 0300 500 5000.

## 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 TPS (Insurance Admin Services) 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

Please note that if **your** trip is being taken within the **United Kingdom**, Channel Islands, Isle of Man or Republic of Ireland **you** do not need to call us to discuss any medical conditions **you** may have. However, please be aware that certain conditions and exclusions are applicable to all sections of this insurance (particularly General Exclusion 2, which applies to **you** or anyone else upon whom **your** trip depends), details of which can be found on page 7 of this policy document.

## MEDICAL SCREENING QUESTIONS – PLEASE READ CAREFULLY

### FOR TRIPS TAKEN OUTSIDE THE UNITED KINGDOM, CHANNEL ISLANDS, ISLE OF MAN OR REPUBLIC OF IRELAND - Please read an 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

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.

**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

YES

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.

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 7 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 TPS (Insurance Admin Services) 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  Curtailment	Up to the total invoice cost for Cancellation & Curtailment  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 i) Emergency Medical and Treatment Expenses  ii) Additional Expenses	Up to £5,000,000 ( Non UK & Channel Islands destinations) Up to £1,500 (UK & Channel Island destinations)	£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 ii) Return to Home	i) Up to £500 (£15 per 24 hours)  ii) Up to £1,000 UK	i) Nil ii) £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 i) Loss of Limbs or Sight  ii) Permanent Total Disablement  iii) Death Benefit (aged 18 - 65)	Maximum Benefit £25,000 Up to £25,000 (£2,500 for adults aged 66 or over) Up to £25,000 (£2,500 for adults aged 66 or over) Up to £15,000 (£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 i) Single Item Limit ii) Total Valuables Limit iii) Travel Documents iv) Delayed Baggage	Up to £500 Up to £100 Up to £200 Up to £200 Up to £100	i) £60 per person ii) £60 per person iii) Nil iv) Nil
J Personal Money Cash Limit	Up to £200 £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 Underwriting Limited and quoting the appropriate reference number:

Scheme name: Shearings Holidays  
Reference number: 04152A

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 ISLAND 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 Underwriting Limited and quote the following:

Scheme name: Shearings Holidays  
Scheme ref: 04152A

**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 Underwriting Limited 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.

### Curtailed 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.

### Curtailed, 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 TPS (Insurance Admin Services) 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 Underwriting Limited on behalf of Ageas Insurance Limited.

#### **Valuables**

Means cameras and other photographic equipment of any kind, audio and visual equipment of any kind, electrical and electronic equipment, computers and telecommunications equipment of any kind (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 page 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)
    - vi) failing to disclose a **material fact** at the time **your** policy commences and throughout the **period of insurance**.
  - 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 Island 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** **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 page 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 7 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)
  - vi) failing to disclose a **material fact** at the time **your** policy commences and throughout the **period of insurance**.
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 & RETURN TO HOME

### ▲ What You Are Covered For:

#### 1. 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 C.

#### 2. 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 page 7 in connection with claims made under section C, if **you**:

1. are an in-patient at a hospital or clinic in the **UK**, Channel Islands or Isle of Man, whichever is **your** area of residence
2. are not receiving continuous treatment
3. 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 page 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 page 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 page 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 page 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 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
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 page 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 Underwriting Limited, the 24 hour medical emergency service, Direct Group Travel Services, Acumus Insurance Solutions or TPS (Insurance Admin Services) 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 page 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 violent, 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 page 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)
  - vi) failing to disclose a **material fact** at the time **your** policy commences and throughout the **period of insurance**.
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 data 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 be 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 any fraudulent means or devices are used by **you** or anyone acting on **your** behalf to obtain any benefits from this insurance, all benefits under this insurance shall be forfeited and no return of premium shall be due.
17. If at the time of loss, damage or liability covered under this policy, **you** have any other insurance or guarantee which covers the same loss, damage or liability, **we** will only pay a rateable share of the claim (excluding Section 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:

The Complaints Officer  
 Acumis Insurance Solutions 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 Underwriting Ltd and quote 04152A

### 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

In all correspondence please state the scheme name Shearings Holidays and quote scheme reference 04152A.

### 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.

# CAR BREAKDOWN AND RECOVERY INSURANCE



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 car breakdown and recovery insurance requirements are covered.

**This document only constitutes a valid insurance policy when it is issued between 27/09/2010 and 31/10/2011 in conjunction with a valid certificate. All policies must expire prior to 31/10/2012.**

This Statement of Cover sets out the full Cover, Limits and Exclusions applicable to Your Insurance. WE THEREFORE STRONGLY RECOMMEND THAT YOU READ THIS STATEMENT OF COVER CAREFULLY, AND CARRY IT WITH YOU ON YOUR HOLIDAY.

**Premium Refund Guarantee:** We hope You are happy with the cover this policy provides. However, if after reading this certificate, this insurance does not meet with Your requirements, please return it to Your tour operator within 14 days of issue and We will refund Your premium.

We shall not be bound to accept renewal of any Insurance and may at any time cancel any insurance document by sending 14 days notice to You at Your last known address. Provided the premium has been paid in full You shall be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the Insurance.

## 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)

In consideration of the payment of the required premium and subject to the terms, Conditions and Warranty contained herein, We hereby agree to pay or provide indemnity as hereinafter set forth.

<b>SECTION 1 - ROADSIDE ASSISTANCE AND TOWING</b>	<b>Up to: £250</b>
<b>SECTION 2 - RECOVERY, CAR HIRE AND HOTEL ACCOMMODATION COSTS</b>	<b>Up to: £2,500 per car, sub limited to: Replacement Vehicle: Up to £1,000 UK (£80 per day) Chauffer Hire: Up to £600 (£70 per day) Emergency Hotel Accommodation: Up to £40 per person, per day Legal Costs: Up to £1,000</b>

## MEANING OF WORDS

ANY WORD DEFINED BELOW WILL HAVE THE SAME MEANING WHEREVER IT IS SHOWN IN YOUR POLICY

**Breakdown** - Shall mean the immobility of Your Vehicle as a result of mechanical or electrical failure, accident, fire or theft occurring within the Geographical Limits during the Period of Insurance.

**Consequential loss** - Unless We provide cover under this insurance, any other loss or damage or additional expense following on from the event for which You are claiming is not covered. Example of such loss, damage or accidental expense would be the cost of replacing locks after losing Your Vehicle keys or loss of earnings as a result of Your Vehicle being out of use.

**Geographical Limits** - The United Kingdom of Great Britain/Northern Ireland and the Isle of Man.

**Holiday/Trip** - Means the holiday in respect of which details are shown on the booking confirmation.

**Home** - Means Your usual place of domicile within the Geographical Limits.

**Period of Insurance - Cover under Section 2, point (a) (i) commences seven days prior to booked departure date.** All other Sections of this Insurance commence at the time and date of departure for direct travel to the Holiday destination and are valid until You arrive back at Your place of residence in the Geographical Limits by direct travel after completion of Your Holiday.

This Insurance will be extended at no extra cost for up to a further seven days if You are unable to return to Home due to circumstances beyond Your control. If You are not a United Kingdom resident, cover shall apply as if You were a United Kingdom resident. If this Insurance is effected during the Holiday, cover commences from the date on which this Insurance is effected and no cover is available in respect of the Holiday prior to that date.

**Vehicle** - Means any Vehicle we have agreed to cover or, where Personal Cover applies, any Vehicle You or Your spouse or common law partner are travelling in, provided it:

- Is either; a car, light van, motorised caravan, estate car, motorcycle or 4x4 off-road vehicle, privately registered in the United Kingdom.
- Carries no more than the number of persons recommended by the manufacturer (and for whom seats are provided) with a maximum of 8 persons including the driver.
- Does not exceed (including any load carried) the following gross vehicle weight and dimensions: 3,500kg in weight, 7m in length (excluding any tow bar), 3m in height and 2.3m in width.
- Is serviced, maintained and operated as recommended by the manufacturer and holds a current valid MOT certificate if applicable.
- Is a caravan or trailer of standard make that meets The Motor Vehicles (Construction and Use) Regulations 1978, is fitted with a standard 50mm tow ball, falls within the size and weight restrictions above and is being towed by the insured vehicle at the time of the incident.

**We, Our, Us** - UK Underwriting Limited on behalf of Ageas Insurance Limited.

**You, Your(s), Insured Person** - All person(s) named on the booking confirmation who have paid the appropriate insurance premium. Each person is separately insured.

## GENERAL ADVICE ABOUT CLAIMS ON YOUR CAR BREAKDOWN INSURANCE

**IT IS A CONDITION OF THIS POLICY THAT IN CASE OF BREAKDOWN OR ILLNESS, YOU MUST CONTACT THE ASSISTANCE PROVIDER IMMEDIATELY AND QUOTE REFERENCE TPS 2006. SIMPLY PHONE 0141 349 1076.**

The Assistance Provider service operates twenty four hours a day, three hundred and sixty five days a year. You should have the following readily available: Your exact location, This Insurance Certificate, Your Schedule Reference Number, Your registration details, the year of manufacture of the Vehicle and Your Motor Insurance details. If the Vehicle is immobilised following Breakdown (as defined), upon notification of Your Motor Insurance details to The Assistance Provider, We will arrange and pay for the assistance benefits detailed in Sections 1 and 2.

**Any incident or loss which gives rise, or may give rise, to a claim under Sections 1 and 2 of Your Insurance should also be advised immediately to: Green Flag Limited.**

**The Wharf, Neville Street, Leeds, LS1 4AZ**

**Telephone: 0113 236 3236**

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

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

## COMPLAINTS PROCEDURE

It is Our intention to give You the best possible service but if You do have any questions or concerns about this Insurance please follow the procedure below:  
Complaints regarding the sale of the policy please contact:

The Complaints Officer, Acumus Insurance Solutions Limited, Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds, LS10 1RJ.

Complaints regarding a claim on the policy please contact:

The European Liaison Manager at Green Flag House, The Wharf, Neville Street, Leeds, LS1 4AZ. Tel: 0113 236 3236

Please ensure Your policy number is quoted in all correspondence to assist a quick and efficient response.

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

The Customer Relations Department, UK General, Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds, LS10 1RJ. Tel: 0845 218 2685

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

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

## 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)

**Car Breakdown & Recovery Insurance Arranged by:** UK Underwriting Limited on behalf of Ageas Insurance Limited, Registered in England No.354568.  
Registered office: Ageas House, Tollgate, Eastleigh, Hampshire, SO53 3YA.

TPS (Insurance Admin Services) Ltd, UK Underwriting Limited 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/register](http://www.fsa.gov.uk/register) or by contacting them on 0845 606 1234

**Underwritten by:** UK Underwriting Limited on behalf of Ageas Insurance Limited

## COVER AND LIMITS

**THIS INSURANCE PROVIDES THE BENEFITS DESCRIBED BELOW IN THE EVENT OF:**

- 1. THE VEHICLE BEING RENDERED IMMOBILE OR UNUSABLE DUE TO BREAKDOWN (AS DEFINED)**
- 2. THE VEHICLE BEING RENDERED UNUSABLE DUE TO THE SERIOUS ILLNESS OF THE SOLE AVAILABLE DRIVER IN THE PARTY**

### SECTION 1 - ROADSIDE ASSISTANCE AND TOWING

We will pay up to £250 in respect of

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

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

### SECTION 2 - RECOVERY, CAR HIRE AND HOTEL ACCOMMODATION COSTS

In the event of Breakdown or the illness of the sole available driver, where The Assistance Provider advise that Your delay will exceed eight hours, You are covered for the following costs provided they are incurred necessarily and solely as a result of such Breakdown or illness:

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

### IMPORTANT

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

### CONDITIONS APPLICABLE TO BOTH SECTIONS OF THIS INSURANCE

- You will at all times exercise reasonable care for the safety and supervision of the Vehicle and in the event of loss or damage occurring whilst the Vehicle is in the care of a transport company, authority, garage or hotel, You shall report in writing such loss or damage to the transport company, authority, garage or hotel.
- You will take all reasonable and practical steps to recover the Vehicle if lost or stolen and to discover and punish any guilty person or persons.
- If at the time of any loss or damage insured hereunder occurring there shall be any other indemnity or Insurance in force (whether effected by You or any other person) covering the same loss or damage, We will pay only Our rateable proportion.
- In the event of any occurrence likely to give rise to a claim under this Insurance, You will take all reasonable steps to avoid or minimise any loss arising out of such claim.
- No claim arising directly or indirectly out of financial incapacity will be admitted under this Insurance.
- It is a condition that at the start of the Trip the Vehicle is in a roadworthy condition and has been regularly serviced in accordance with the maker's instructions and recommendations.**
- It is a condition that all material facts are disclosed to Us at the time Your Policy commences and throughout the Period of Insurance. Failure to do so may affect Your rights under this insurance. A material fact is a fact which is likely to influence Us in Our acceptance or opinion of Your Insurance (for example, Your own health or that of a close relative). If You are in any doubt as to whether a fact is 'material', then for Your own protection it should be disclosed to TPS (Insurance Admin Services) Ltd on 0844 5734162.
- Written notice of any event which may give rise to a claim shall be given to Us as soon as practicable, and in any event no later than 31 days after the loss. All documents required in support of a claim shall be produced by You, and at Your expense.
- Except with Our written consent, no person is entitled to admit liability on Our behalf or to give any representations or other undertakings binding upon Us. We shall be entitled to conduct all proceedings arising out of or in connection with claims in Your name, and to instruct Solicitors of Our own choice for this purpose.
- The due observance and fulfilment of all the Terms and Conditions of this Insurance by You, or anyone acting on Your behalf, insofar as they relate to anything to be done or complied with by You, or anyone acting on Your behalf, shall be a condition precedent to Our liability to make any payment under this Insurance.

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

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

This Insurance does not cover:

1. Breakdown due to a lack of petrol, oil or water, or frost damage or the use of a Vehicle for rally or other competition purposes
2. the cost of any repair, except as provided for under Section 1
3. the cost of petrol used in the hired Vehicle or the cost of returning hired Vehicles to the Hire Company
4. the costs of parts used in any repair
5. compensation due to delays to transport services
6. any event happening or caused outside the Geographical Limits
7. circumstances of which You are aware at the time of effecting this Policy
8. losses directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether

- war be declared or not), terrorism, civil war, rebellion, revolution, insurrection, military or usurped power or confiscation by nationalisation or requisition and/or destruction of or damage to property by or under the order of any Government or local authority or riot or civil commotion
9. losses directly or indirectly occasioned by, happening through or in consequence of alcoholism, the use of intoxicating drink or drugs (other than drugs taken in accordance with treatment prescribed and directed by a registered Medical Practitioner, but not for drug addiction) or self exposure to needless peril (except in an attempt to save human life)
10. losses directly or indirectly occasioned by, happening through or in consequence of nuclear fission, nuclear fusion or radioactive contamination
11. any loss whereby any period of disability or loss whatsoever is increased through Your own act or omission
12. any property more specifically insured
13. incidents which may give rise to a claim not notified in writing to Us within thirty one days of the loss
14. losses arising as a result of consequential loss of any kind
15. losses arising from prohibitive regulations by the government of any country
16. losses arising as a result of any unlawful act or criminal proceedings against the Insured, or any other person on whom the holiday plans depend (this Exclusion shall not apply in the event of Your obligation to attend a Court of Law under subpoena as a witness, unless such obligation to attend falls within Your occupational, professional or other similar capacity)
17. persons travelling against the advice of a Medical Practitioner or for the purpose of obtaining medical treatment
18. in respect of persons who are not resident in the United Kingdom, where such liability would not have existed had those persons been resident in the United Kingdom
19. any loss, damage, expense or consequential loss directly or indirectly caused by, contributed to by or arising from the failure or inability of any equipment or any computer program to recognise or to correctly process any date as its true calendar date, or to continue to function correctly beyond that date, other than for loss, damage, expense or consequential loss not otherwise excluded which itself results from the operation of an insured cause
20. third party rights and no party other than You may claim benefit under the terms of this insurance
21. failure in provision of any part of the booked itinerary including error, omission or default by the provider of any service forming part of the booked itinerary
22. claims arising directly or indirectly from any injury, illness, death, loss, or other liability attributable to Human Immunodeficiency Virus and/or any HIV related illness and/or mutant variations thereof however caused
23. any part of a claim which is unproven or unsubstantiated
24. losses, whether directly or indirectly, out of Your financial incapacity.