

UK HOLIDAY INSURANCE : TERMS & CONDITIONS

LOSS OF DEPOSIT, CANCELLATION, CURTAILMENT

To pay up to the final invoice cost in all each Insured Person in respect of reimbursement for the benefit of the Insured Person only, of deposits paid and forfeited and further payments due under the terms of the holiday booking if the holiday is necessarily and unavoidably cancelled or curtailed due to:

1. The death, injury or illness of:-
 - (a) The Insured Person; or
 - (b) The Person with whom the Insured Person is travelling or had arranged to travel; or
 - (c) The spouse, parent, parent-in-law, grandparent, child, grandchild, brother, sister, fiancé(e) or close business colleague (as defined), such person being resident in the United Kingdom, of the Insured, or of the person with whom the Insured Person is travelling or had arranged to travel.
2. Jury Service, attendance under subpoena as a witness at a Court of Law, redundancy which qualifies for payment under the Employment Protection Consolidation Act 1978 or subsequent amendment thereof or the compulsory quarantine restriction of the Insured Person or the Person with whom the Insured Person is travelling or had arranged to travel.
3. Accidental damage, fire, storm, flood, subsidence or malicious damage rendering the Insured Person's home uninhabitable.
4. Police requiring the presence of any person named in 1(a) and 1(b) above following burglary at home or place of business occurring after acceptance of booking.
5. Unforeseen occupational posting; which gives rise to a period of complete exemption from UK Income Tax on earnings;
6. Pregnancy (see conditions (b) (iv) below).
7. The Insured Person's car being stolen within 7 days of the booked commencement date of the trip necessitating cancellation of the holiday.
8. The Insured Person's car being involved in an accident or theft during the period of insurance necessitating curtailment of the holiday.
9. Strike/Industrial action or mechanical breakdown of the pre-booked aircraft or sea vessel which results in a delay of at least 12 hours in departure of the Insured person's outward conveyance as specified in the itinerary supplied to the Insured Person for holidays in excess of 48 hours only.

The Limits

The Indemnity under the Section is limited to the following:-

1. Up to final invoice cost not exceeding £1,750 per week or as shown on the Booking Form less insurance premiums.
2. Notwithstanding the above the amount payable is further limited in respect of cancellation claims to the scale of cancellation charges as defined in the booking conditions of the brochure(s).
3. In respect of curtailment claims the amount is limited to the unexpired portion of the total contracted holiday cost for each complete day of the holiday foregone.

DEFINITION

An "Insured Person" is the person who signs the booking form.

A close business colleague shall mean an associate of the Insured Person in the same employ as the Insured Person whose absence from work or place of employment, necessitates the cancellation of the holiday/trip as certified by a Senior Director of such Company.

CONDITIONS AND EXCLUSIONS

- (a) **The Underwriters shall not be liable for claims directly or indirectly arising from any set of circumstances or medical condition which could reasonably be expected to give rise to a claim and of which AT THE TIME OF TAKING OUT THIS INSURANCE the Insured Person was aware. This exclusion applies not only to the Insured Persons but other persons for which the insurance provides an indemnity following their death, injury or illness.**
- (b) The Underwriters shall not be liable for any claim where at the time of taking out this Insurance any Person whose condition gives rise to a claim.
 - (i) has during the 12 months prior to taking out the insurance suffered from any chronic and/or recurring illness of a serious nature which has necessitated consultation or treatment unless declared to and accepted by the Underwriters; or
 - (ii) is suffering from any previously diagnosed psychiatric disorder, or
 - (iii) is receiving, on a waiting list for or has the knowledge of the need for in-patient treatment at a hospital or nursing home; or
 - (iv) is expected to give birth before; or within two months after the last day of the booked holiday; or
 - (v) is travelling against the advice of Medical Practitioner or for the purpose of obtaining medical treatment; or
 - (vi) has been given a terminal prognosis.
- (c) The Underwriters shall not be liable for claims directly or indirectly arising from:
 - (i) winter sports, mountaineering, underwater activities requiring the use of artificial breathing apparatus, pot-holing, riding or driving in any kind of race, willful exposure to risk (other than in an attempt to save human life), manual work in connection with profession, business or trade, suicide or attempted suicide, intentional self-injury, the effect of intoxicating liquor or drugs, or flying (except whilst travelling as a passenger in a fully-licensed multi-engined passenger carrying aircraft), providing always that Condition (c) (i) shall apply only to the Insured Person

- Note:** In respect of Cancellation only, the exclusion relating to manual work does not apply.
- (ii) motor cycling, as either driver or passenger, unless the driver holds a current licence permitting him/her to ride the motor cycle.
 - (iii) any circumstance manifesting itself after the date of booking but prior to the date of issue of this certificate.
- (d) Prior to curtailment of the journey/holiday due to medical reasons a Doctor's certificate must be obtained to confirm the necessity to return Home.
 - (e) In the event of the failure by the Insured Person to notify the Travel Agent, Tour Operator or provider of transport/accommodation immediately it is found necessary to cancel the journey/holiday the Underwriters' liability shall be restricted to the cancellation charges that would have applied at that time.
 - (f) **The Underwriters will not be liable for any claim involving a person aged 81 or above. This exclusion applies not only to the Insured Persons but other persons for which the insurance provides an indemnity following their death, injury or illness.**
 - (g) **Excess: The first £25 of each claim.**

GENERAL CONDITIONS AND EXCLUSIONS

(Applicable to all Sections)

1. It is a condition of this Insurance that all material facts have been disclosed to the Underwriters. Failure to do so may affect your right under this Insurance.
- NOTE:** A material fact likely to influence the Underwriters in the acceptance or assessment of this Insurance (for example, your own state of health or that of a close relative). If you are in doubt as to whether a fact is "material" then for your own protection it should be disclosed.
2. Claims Procedure - Any occurrence or loss which may give rise to a claim under this Certificate, should be advised as soon as is practicable and in any event within 30 days to Schofields Underwriting Agencies, Holiday Homes Division, Trinity House, 7 Institute Street, Bolton, BL1 1PZ. All certificates, accounts, receipts, information and evidence required by the Underwriters must be provided (at the expense of the Insured Person).
 3. If at the time of any loss, damage or liability arising under this Certificate there is any other insurance covering the same loss, damage or liability the Underwriters will pay only their ratable proportion.
- The Underwriters shall not be liable for:-
- (a) Illness, accident, loss, damage, liability or any expense whatsoever resulting or arising therefrom or any consequential loss directly or indirectly caused by or contributed to by or arising from:
 - (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or the radioactive toxic plume or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
 - (ii) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, civil commotion, rebellion, revolution, insurrection or military or usurped power, or confiscation or detention or nationalisation or requisition or destruction of or damage to property by or under the order of any government or other authority.
 - (iii) pressure waves caused by aircraft or other aerial devised travelling at sonic or supersonic speeds.
 - (b) any claim arising directly or indirectly from any injury, illness, death, loss, expense or other liability attributable to Human Immunodeficiency Virus (HIV) and/or any HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or any mutant derivative or variations thereof however caused; and/or any illness categorised as a pandemic by the World Health Organisation.
 - (c) Any consequential loss whatsoever.
5. The Insured Person must exercise reasonable care to prevent accident, injury, loss or damage and at all times act as if uninsured.
 6. The Insured Person shall reimburse the Underwriters within one month of the expiry of the Period of Insurance any expenses not covered by this insurance which are incurred by the Underwriters on his/her behalf.
 7. If the Insured Person or any person acting on his/her behalf shall make any claim or statement knowing the same to be false or fraudulent as regards amount or otherwise then this Insurance shall become void and all claims hereunder shall be forfeited.
 8. The Underwriters may at their own expense take proceedings in the name of the Insured person to recover compensation or secure an indemnity from any third party in respect of any loss, damage or expense covered by this Insurance and any amount so recovered or secured shall belong to the Underwriters.
 9. All claims arising under this Insurance shall be governed by the Law of England whose courts alone shall have jurisdiction in any dispute arising hereunder.
 10. No refund of premium is allowed after the 14 day Money Back Guarantee period following the date of issue of this insurance.
 11. In the event that less than the appropriate full premium is paid, including any increases due for age, then the Insured Person shall be deemed to be his own insurer for that proportion of the benefit or coverage for which premium has not been paid.

FOR CLARIFICATION, THE INSURANCE DOES NOT EXTEND TO INCLUDE CANCELLATION OR CURTAILMENT DUE TO WEATHER CONDITIONS