

## UK HOLIDAY CANCELLATION AND CURTAILMENT INSURANCE CERTIFICATE

Valid for a specified holiday to be taken in the United Kingdom booked between 1<sup>st</sup> January 2016 and 31<sup>st</sup> December 2016 and by Residents of the United Kingdom only.

**Arranged by:-** **SCHOFIELDS UNDERWRITING AGENCIES, HOLIDAY HOMES DIVISION.**  
Trinity House, 7 Institute Street, Bolton, BL1 1PZ  
Telephone: 01204 365080  
E-mail: [travel@schofields.ltd.uk](mailto:travel@schofields.ltd.uk) Website: <http://travel.schofields.ltd.uk>

**Insurers:-** **Arranged with certain Underwriters at Lloyd's under Contract No: PNO13003/2015**

This certificate is a **CONTRACT OF INSURANCE**. It contains details of the cover, conditions and exclusions relating to each Insured Person and is the basis on which all claims will be settled. In consideration of the payment of the required premium, Underwriters hereby agree to pay or indemnify the Insured Person or his/her personal representative as follows; subject to the terms and conditions set out below.

If Underwriters obtain evidence which suggests that you were careless in providing us with the information we have relied upon in setting the terms of this insurance Underwriters may:

- refuse to pay any claim or claims, if your carelessness causes us to provide you with insurance cover which we would not otherwise have offered; or
- only pay a proportion of the claim if we would have charged more for your insurance

If we establish that you deliberately or recklessly provided us with false information we may:

- treat this information as if it never existed;
- decline all claims; and
- retain the premium

Please check that the contract is suitable for your needs.

**PERIOD OF INSURANCE:** The insurance is effective from the date of issue of the certificate and terminates at the end of the holiday.

### COVER PROVIDED BY THIS INSURANCE

To pay up to the invoice cost of booking the accommodation (but not ancillary items such as administration expenses, credit card charges, insurance premiums and the like). 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. The Insured Person's car being stolen within 7 days of the booked commencement date of the trip necessitating cancellation of the holiday.
7. The Insured Person's car being involved in an accident or theft during the period of insurance necessitating curtailment of the holiday.
8. 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 journey as specified in the itinerary supplied to the Insured Person for holidays in excess of 48 hours only.

## Limits of Indemnity

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

1. Up to final invoice cost not exceeding £1,750 or as shown on the schedule, less insurance premiums each Insured Person.
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.

A 'pre-existing condition' is any medical condition (or any medical complication directly attributable to that condition or tests or investigations that are ongoing) for which there has been surgery, treatment, investigation or repeat prescriptions by a registered medical practitioner during the 12 months before the date of issue unless you contact your broker for consideration of cover.

## EXCLUSIONS

- (a) 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) is suffering from any previously diagnosed conditions
  - (ii) is suffering from any previously diagnosed psychiatric disorder, including stress, anxiety or depression; 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 travelling against the advice of Medical Practitioner or for the purpose of obtaining medical treatment; or
  - (v) has been given a terminal prognosis.
- (b) The Underwriters shall not be liable for claims directly or indirectly rising 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), 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)
  - (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.
- (c) 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.
- (d) Excluding losses due to adverse weather conditions
- (e) **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.**
- (f) **Excess – The first £25 of each claim.**
- (g) **Any person defined in 1 (a), (b), or (c) on page 1 is suffering directly or indirectly from a pre-existing condition at the time of taking out this insurance.**
- (h) Any loss, damage or liability arising under this Certificate where there is any other insurance covering the same loss, damage or liability the Underwriters will pay only their ratable proportion.
- (i) The Underwriters shall not be liable for illness, accident, loss, damage, liability or any expense whatsoever resulting or arising 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 explosive 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.
- (j) The Underwriters shall not be liable for 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.

## CONDITIONS

1. The Insured Person must exercise reasonable care to prevent accident, injury, loss or damage and at all times act as if uninsured.
2. 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.
3. 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.

**COOLING OFF PERIOD:** This insurance is designed to cover most circumstances but you should be aware that not all eventualities are insured. Please read this document carefully, including the "CONDITIONS AND EXCLUSIONS" above. If the insurance does not meet your requirements please return it within 14 days of issue but before departure date. Provided no claims have been made your premium will be refunded.

**HEALTH CONDITIONS:** This insurance contains restrictions and exclusions regarding medical conditions. Please ensure you read and understand these as they apply to all persons insured under the policy and persons upon whom travel is dependant (e.g. a relative or friend for whom you would cancel or cut short your trip if they were taken ill)

**DATA PROTECTION ACT 1998:**

You should understand that any information you have provided will be processed by us, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims and complaints, if any, which may necessitate providing such information to other parties.

**HOW TO MAKE A CLAIM**

You must give written notice to Schofield's Underwriting Agencies, as soon as is practicable but within 30 days FIRST, either by telephone on 01204 365080 (between 10 am and 5 pm Monday to Friday) give brief details of your claim and ask for a claim form OR write to Schofield's Underwriting Agencies, Holiday Homes Division, Trinity House, 7 Institute Street, Bolton, BL1 1PZ.

**PLEASE DO NOT FORWARD ANY DOCUMENTS UNTIL YOU SUBMIT THE COMPLETED CLAIM FORM**

**COMPLAINTS PROCEDURE**

Our aim is at all times to provide a first class standard of service. However there may be occasions when you feel that this objective has not been achieved. If you have any questions or concerns about your policy please contact the Managing Director of Schofield's Underwriting Agencies, address as detailed in this certificate.

In the event that you remain dissatisfied and wish to make a complaint, you can do so at any time by referring the matter to The Compliance Department, Novae Syndicates Limited, 71 Fenchurch Street, London, EC3M 4HH or to the Complaints Team at Lloyd's.

Their address is:

Complaints Team  
Market Services  
Lloyd's  
One Lime Street  
London  
EC3M 7HA

Tel No: 020 7327 5693  
Fax No. 020 7327 5225  
E-mail: [complaints@lloyds.com](mailto:complaints@lloyds.com)

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint – How We Can Help" available at [www.lloyds.com/complaints](http://www.lloyds.com/complaints) and are also available from the above address.

If you remain dissatisfied after Lloyd's has considered your complaint, you may have the right to refer your complaint to the Financial Ombudsman Service.

These procedures do not affect your right to take legal action.

**FINANCIAL SERVICES COMPENSATION SCHEME**

Lloyds are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the Scheme if Underwriters are unable to meet its obligations to you under this contract. If you were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract. Further information about the Scheme is available from the Financial Services Compensation Scheme (7<sup>th</sup> Floor Lloyd's Chambers, Portsoken Street, London, E1 8BN) and on their website: [www.fcs.org.uk](http://www.fcs.org.uk)

**THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999 CLARIFICATION CLAUSE**

A person who is not a party to this insurance has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this insurance. However, this does not affect any other rights they may have.

Schofield's Limited is authorised and regulated by the Financial Conduct Authority. (FCA Firm Reference Number 118669)

## Holiday Cancellation and Curtailment Insurance Summary

The following summary does not contain the full terms and conditions of the Contract, which can be found in the insurance Certificate.

### **ABOUT YOUR INSURANCE**

- This insurance is underwritten on behalf of certain Underwriters at Lloyd's
- The insurance Certificate/Schedule will show the actual cover provided.
- The period of Insurance, during which all benefits are operative, will be shown in the Insurance Schedule.
- Please note that no cover is operative until the proposal form and premium have been received by the brokers and confirmation and evidence of insurance is issued.
- This insurance policy is only available to residents of the UK and only covers holidays in the United Kingdom.
- The limit of the Insurers liability shall not exceed the final invoice price for the cost of the rent and Insurers are not liable for administration charges, cost of insurance, other add ons or the cost of providing information to substantiate a claim.
- The insurance must be taken out at the time of booking and applies only to persons whose names are given at the time.
- If the Insurance does not meet with your requirements and is cancelled within 14 days of the issue date, provided no claims have been made, the premium will be refunded.

### **MAIN EXCLUSIONS (please see the insurance Certificate for the full terms and conditions)**

- Any trip booked or commenced against the advice of any medical practitioner, to get medical treatment or after a terminal prognosis has been given.
- 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.
- The Underwriters shall not be liable for:-
  - (a) Illness, accident, loss, damage, liability or any expense whatsoever resulting 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 explosive 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 nationalization 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) Excluding losses due to adverse weather conditions.
- **Excess – The first £25 of each claim.**
- **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.**
- **Pre-existing medical conditions of a member of the party or close relatives or other persons for whom the cover extends.**

### **CANCELLATION**

If this insurance policy does not meet your needs we will refund your premium, provided you return the policy within 14 days of receiving the insurance. You must not have made any claims or gone on your trip. We cannot refund any part of the premium at any other time.

#### **HOW TO MAKE A CLAIM**

You must give written notice to Schofield's Underwriting Agencies, as soon as is practicable but within 30 days FIRST, either by telephone on 01204 365080 (between 10 am and 5 pm Monday to Friday) give brief details of your claim and ask for a claim form OR write to Schofield's Underwriting Agencies, Holiday Homes Division, Trinity House, 7 Institute Street, Bolton, BL1 1PZ.

**PLEASE DO NOT FORWARD ANY DOCUMENTS UNTIL YOU SUBMIT THE COMPLETED CLAIM FORM**

## **COMPLAINTS PROCEDURE**

Our aim is at all times to provide a first class standard of service. However there may be occasions when you feel that this objective has not been achieved. If you have any questions or concerns about your policy please contact the Managing Director of Schofields Underwriting Agencies, address as detailed in this certificate.

In the event that you remain dissatisfied and wish to make a complaint, you can do so at any time by referring the matter to The Compliance Department, Novae Syndicates Limited, 71 Fenchurch Street, London, EC3M 4HH or to the Complaints Team at Lloyd's.

Their address is:

Complaints Team  
Market Services  
Lloyd's  
One Lime Street  
London  
EC3M 7HA

Tel No: 020 7327 5693  
Fax No. 020 7327 5225  
E-mail: [complaints@lloyds.com](mailto:complaints@lloyds.com)

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint – How We Can Help" available at [www.lloyds.com/complaints](http://www.lloyds.com/complaints) and are also available from the above address.

If you remain dissatisfied after Lloyd's has considered your complaint, you may have the right to refer your complaint to the Financial Ombudsman Service.

These procedures do not affect your right to take legal action.

## **FINANCIAL SERVICES COMPENSATION SCHEME**

Lloyds are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the Scheme if Underwriters are unable to meet its obligations to you under this contract. If you were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract. Further information about the Scheme is available from the Financial Services Compensation Scheme (7<sup>th</sup> Floor Lloyd's Chambers, Portsoken Street, London, E1 8BN) and on their website: [www.fcs.org.uk](http://www.fcs.org.uk)

## **THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999 CLARIFICATION CLAUSE**

A person who is not a party to this insurance has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this insurance. However, this does not affect any other rights they may have.

Schofields Limited is authorised and regulated by the Financial Conduct Authority. (FCA Firm Reference Number 118669)

## **MAIN CONDITIONS:**

**Please see the Insurance Certificate for the full terms and conditions.**

1. Claims Procedure - Any occurrence of 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, 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).
2. Any loss, damage or liability arising under this Certificate where there is any other insurance covering the same loss, damage or liability arising under the Certificate, the Underwriters will pay only their rateable proportion.
3. The Insured Person must exercise reasonable care to prevent accident, injury, loss or damage and at all times act as if uninsured.
4. 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
5. No refund of premium is allowed after the 14 day Money Back Guarantee period following the date of issue of this insurance.