



# **Aspect Holidays Ltd Group Policy Cancellation or Curtailment Insurance Single Trip**

# Introduction

This **Group Policy** cancellation or curtailment insurance has been arranged by Endsleigh on behalf of the **Group Policyholder** for the benefit of the **Group Policyholder** and the **Beneficiaries**. It contains details of the cover, conditions and exclusions applicable and is the basis on which all claims will be settled. In return for having accepted the premium **We** will provide cover to the **Group Policyholder** and **Beneficiaries** in accordance with the operative sections of this Group Policy as referred to in the **Statement of Insurance**.

The **Statement of Insurance** issued together with this **Group Policy** wording and any endorsements, shows which benefits the **Group Policyholder** has chosen, who is covered under this **Group Policy** and when and where cover applies. The **Group Policyholder** and the **Beneficiaries** should take the time to read this **Group Policy** carefully to ensure that it meets their needs.

This **Group Policy** wording, the **Statement of Insurance** and any endorsements all form part of the **Group Policy**. This is a contract between **the Group Policyholder** and **Us**. The **Group Policy** and all communications before and during the **Policy Term** will be provided in English.

## Residency

This **Group Policy** is only available to the **Beneficiary** if they are residents of the **United Kingdom**.

## The Law applicable to this Group Policy

**We** and the **Group Policyholder** are free to choose the laws applicable to this **Group Policy**. **We** propose to apply the laws of England and Wales and by purchasing this **Group Policy** the **Group Policyholder** has agreed to this.

## Age eligibility

Cover under this **Group Policy** is not available to any **Beneficiary** aged 80 or over at the time of departure. Some benefits and **Excess** may be subject to age limitations as stated in the **Statement of Insurance**.

## Group Policy excess

Under this **Group Policy**, claims will be subject to an **Excess**. This means that each **Beneficiary** will be responsible for paying the first part of each and every claim.

## Group Policy information or advice

The **Group Policyholder** must give a copy of this **Group Policy** wording, **Statement of Insurance** and any endorsements to each **Beneficiary** at the time they are accepted for cover under this **Group Policy**. If the **Group Policyholder** would like more information or feel that this insurance may not meet their needs, please contact your Endsleigh representative. If you are a traveller covered under this **Group Policy** (a **Beneficiary**), and would like more information or feel that this insurance may not meet your needs, contact the **Group Policyholder** at the address shown in the **Statement of Insurance**.

## The Insurer

This **Group Policy** is underwritten by Zurich Insurance plc, which is authorised by the Central Bank of Ireland and authorised and subject to limited regulation by the Financial Conduct Authority. Details about the extent of **Our** authorisation by the Financial Conduct Authority are available from **Us** on request. **Our** FCA Firm Reference Number is 203093.

## Data Protection

Endsleigh is committed to being transparent about how we handle your data and protect your privacy. Full details can be found within our privacy policy at [www.endsleigh.co.uk/privacy](http://www.endsleigh.co.uk/privacy).

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# Definitions

Any word or expression to which a specific meaning has been attached will bear the same meaning throughout this **Group Policy**. For ease of reading the definitions are highlighted by the use of bold print and will start with a capital letter.

**Beneficiary/Beneficiaries** – means each person travelling on a **Trip** to a **Holiday Rental Property** booked through the **Group Policyholder** who is eligible to be covered under this **Group Policy** and for which details have been provided to **Us** by the **Group Policyholder**. A **Beneficiary** is not party to this contract which is solely between the **Group Policyholder** and **Us**.

**Bodily Injury** – means an identifiable physical injury sustained by the **Beneficiary** caused by sudden, unexpected, external and visible means. Injury as a result of the **Beneficiary's** unavoidable exposure to the elements shall be deemed to have been caused by **Bodily Injury**.

**Close Business Associate** – means any person whose absence from business for one or more complete days at the same time as the **Beneficiary's** absence prevents the proper continuation of that business.

**Close Relative** – means mother, father, sister, brother, wife, husband, daughter, son, grandparent, grandchild, parent-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, step parent, step child, step sister, step brother, foster child, legal guardian, partner, civil partner or fiancé/fiancée.

**Curtailment/Curtail** – means either:

- a) abandoning or cutting short the **Trip** by immediate and direct return to the **Beneficiary's Home** in which case claims will be calculated from the day the **Beneficiary** returned to their **Home** and based on the number of complete days of the **Beneficiary's Trip** they have not used, or
- b) by attending a hospital in the **United Kingdom** as an in-patient or being confined to the **Beneficiary's** accommodation abroad on the orders of their treating **Medical Practitioner** whether due to unforeseen **Bodily Injury** or illness and/or compulsory quarantine, in either case for a period in excess of 48 hours. Claims will be calculated from the day the **Beneficiary** was admitted to hospital or confined to their accommodation and based on the number of complete days for which the **Beneficiary** was hospitalised or confined to their accommodation

**Emergency Assistance Service** – means the emergency assistance service provider, appointed by Zurich Insurance plc.

**Excess** – means the first amount stated in the **Statement of Insurance** of each and every claim that each **Beneficiary** will be responsible for paying.

**Group Policy** – means the documents consisting of the **Group Policy** wording, the **Statement of Insurance** and any applicable endorsements.

**Group Policyholder** – means the person, firm, company or organisation stated in the **Statement of Insurance** as being the **Group Policyholder**, that is resident or incorporated within the **United Kingdom** and which has entered into this **Group Policy** for the benefit of itself and the **Beneficiaries**.

**Holiday Rental Property** – means the property booked through the **Group Policyholder** for use during the **Trip** during the **Period of Cover**.

**Home** – means the **Beneficiary's** normal place of residence in the **United Kingdom**.

**Medical Condition** – means any disease, illness or injury not otherwise excluded under this **Group Policy**.

**Medical Practitioner** – means a registered practising member of the medical profession who is not related to the **Beneficiary** or any person with whom they are travelling.

**Period of Cover** – Cancellation cover shall be operative from the time the **Beneficiary** is accepted for cover and shall terminate when the **Beneficiary** leaves their **Home** to commence their **Trip**. For Curtailment, the insurance commences when the **Beneficiary** leaves their **Home** to commence their **Trip** and terminates at the time of the **Beneficiary's** return to their **Home** on completion of their **Trip**. Any **Trip** that had already begun at the time of the **Beneficiary** being accepted for cover will not be covered.

**Policy Term** - means the period shown in the **Statement of Insurance** for which the **Group Policyholder** has taken out this **Group Policy** and for which the premium has been paid. The **Policy Term** may, at **Our** discretion, be extended subject to payment of any additional premium required

**Public Transport** – means any publicly licensed aircraft, sea vessel, train or coach on which the **Beneficiary** is booked to travel.

**Statement of Insurance** – means the document detailing the Insurer, the policy number, the **Policy Term**, the sections which are operative, benefits for each section of cover and any special terms and conditions which may apply to the **Group Policy**.

**Terrorism** – means 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 organisations(s) or governments, 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.

**Trip** – means any holiday or pleasure trip to a **Holiday Property Rental** for the rental period as shown in the **Statement of Insurance** and on the booking invoice made by the **Beneficiary** within the **United Kingdom/UK**.

**United Kingdom/UK** - means England, Scotland, Wales and Northern Ireland.

**We/Us/Our** – means the Insurer shown on the **Statement of Insurance**, Endsleigh Insurance Services Limited, or another agent acting on behalf of the Insurer.

# General conditions applicable to the Group Policy

Both the **Group Policyholder** and the **Beneficiaries** MUST comply with the following conditions to have the full protection of this **Group Policy**.

If the **Group Policyholder** or the **Beneficiaries** do not comply with such conditions **We** may at **Our** option cancel this **Group Policy** refuse to deal with any claim or reduce the amount of any claim payment.

## 1. Dual insurance

If at the time of any incident which results in a claim under this **Group Policy**, there is another insurance covering the same loss, damage, expense or liability

**We** will not pay more than **Our** proportional share.

## 2. Reasonable precautions

Both the **Group Policyholder** and the **Beneficiary** must take and cause to be taken all reasonable precautions to avoid injury, illness, disease, loss, theft or damage and also take and cause to be taken all practicable steps to safeguard property from loss or damage and to recover property lost or stolen.

## 3. Cancellation of the Group Policy

### 14 Day Cooling Off Period

The **Group Policyholder** may cancel this **Group Policy** and all associated cover sections within 14 days starting from the day the **Group Policyholder** received the **Group Policy** by writing to the address shown in the **Statement of Insurance**. **We** will refund the premium less a charge for any period for which cover applied. **We** also reserve the right to charge a cancellation fee of £20.00. In the event any **Beneficiaries** have travelled or a claim or an incident likely to give rise to a claim has occurred during the period for which cover applied, no refund of premium will be given.

### Cancellation Outside the 14 Day Cooling Off Period

This **Group Policy** may be cancelled:

a) by the **Group Policyholder** sending **Us** notice to the address shown on the **Statement of Insurance**. **We** will return a proportionate refund of the premium paid in respect of the unexpired term of this **Group Policy**. **We** also reserve the right to charge a cancellation fee of £20.00. In the event any **Beneficiary** has travelled or a claim or an incident likely to give rise to a claim has occurred during the current **Policy Term** no refund of premium will be given.

b) by **Us** or **Our** authorised underwriting agents where there is a valid reason for doing so by giving the **Group Policyholder** 21 days' notice in writing to their last known address. **We** will refund any premium which may be due to the **Group Policyholder** in accordance with the terms of this condition. Valid reasons for cancellation may include but are not limited to:

- If the **Group Policyholder** advises **Us** of a change of risk under this **Group Policy** which **We** are unable to insure, or unable to insure at the same terms and conditions on which cover was originally underwritten;
- Where the **Group Policyholder** fails to respond to requests from **Us** for further information or documentation;
- Where the **Group Policyholder** has given incorrect information and fails to provide clarification when requested;
- Where the **Group Policyholder** is in breach of any of the terms and conditions which apply to this **Group Policy**;

- Where **We** reasonably suspect fraud;
- Where there is a change in law or regulation that materially changes the risk insured; or
- The use of threatening or abusive behaviour or language, or intimidation or bullying of **Our** staff or suppliers, by the **Group Policyholder** or any person acting on their behalf

c) by **Us** or **Our** authorised underwriting agents if **We** have been unable to collect a premium payment. In this case the **Group Policyholder** will be notified in writing requesting payment by a specific date. If payment is not received by this date the **Group Policyholder** will be written to again notifying them that payment has not been received and giving them seven days' notice for a final payment. If payment is not received by that date **We** will cancel this **Group Policy** with immediate effect and notify the **Group Policyholder** in writing that such cancellation has taken place.

In the event of cancellation of this group policy by us in accordance with this condition, the **Group Policyholder** must notify the **Beneficiaries** and/or their legal representatives of such cancellation.

#### 4. Withdrawal of Beneficiary Participation

A **Beneficiary's** participation in the **Group Policy** may be withdrawn:

a) by a **Beneficiary** and/or their legal representatives by giving written notice of that intention to the **Group Policyholder** specified in the **Statement of Insurance**.

b) by **Us** or **Our** authorised underwriting agents where there is a valid reason for doing so by giving the **Beneficiary** and/or their legal representatives and **Group Policyholder** 21 days' notice in writing to their last known address. **We** will refund any premium which may be due to the **Group Policyholder** in accordance with the terms of this condition. Valid reasons for cancellation may include but are not limited to:

- If the **Beneficiary** and/or their legal representatives advises **Us** of a change of risk under this **Group Policy** which **We** are unable to insure, or unable to insure at the same terms and conditions on which cover was originally underwritten;
- Where the **Beneficiary** and/or their legal representatives fails to respond to requests from **Us** for further information or documentation;
- Where the **Beneficiary** and/or their legal representatives has given incorrect information and fails to provide clarification when requested;
- Where the **Beneficiary** is in breach of any of the terms and conditions which apply to this Group Policy;
- Where **We** reasonably suspect fraud;
- Where there is a change in law or regulation that materially changes the risk insured;
- Where the **Beneficiary** suffers a change in state of health for example they develop a long term or chronic medical condition that requires treatment for more than 12 months; or
- The use of threatening or abusive behaviour or language, or intimidation or bullying of **Our** staff or suppliers, by the **Beneficiary** or any person acting on their behalf.

Any return of premium due to the **Group Policyholder** as a result of a **Beneficiary's** withdrawal from participation in the **Group Policy** will be calculated from the date such participation ceases or the date **We** have received written notice whichever is the later. No return of premium will be paid or allowed where such **Beneficiary** has travelled on a **Trip** covered under this **Group Policy** or been the subject of a claim during any period for which cover was provided. **We** also reserve the right to charge a reasonable administration fee.

#### 5. Sanctions

**We** will not be held liable to provide cover or make any payments or provide any service or benefit to any **Group Policyholder**, **Beneficiary** or other party to the extent that such cover, payment, service, benefit and/or business or activity of the **Group Policyholder** or **Beneficiary** would violate any applicable trade or economic sanctions law or regulation.

# Claims conditions

In the event of the **Group Policyholder** or any **Beneficiary** wanting to make a claim against the **Group Policy**, they must comply with the following conditions to have the full protection of the **Group Policy**. To make a claim, phone the telephone number detailed below.

If the **Group Policyholder** or any **Beneficiary** does not comply with the claims conditions **We** may at **Our** option cancel the **Group Policy**, refuse to deal with any **claim** or reduce the amount of any claim payment.

## 1. Claims

Depending on the type of claim **We** should be notified preferably via **Our** website [www.endsleigh.co.uk/claim-centre](http://www.endsleigh.co.uk/claim-centre). Alternatively notify **Us** by email, phone or write to **Us** at the address given below.

### All claims

CEGA Travel Claims, PO Box 127,  
Cheesemans Lane, Funtington Park,  
Chichester, West Sussex, PO18 8WQ  
Tel: +44(0) 1202 038 946  
Email: [claims@cegagroup.com](mailto:claims@cegagroup.com)

The notification must be made within 31 days or as soon as possible thereafter following any **Bodily Injury**, illness, disease, incident, event or redundancy which may give rise to a claim under this **Group Policy**.

The **Group Policyholder** and/or the **Beneficiary** must also inform **Us** if they are aware of any writ, summons or impending prosecution. Every communication relating to a claim must be sent to **Us** without delay. The **Group Policyholder**, the **Beneficiary** and/or anyone acting on their behalf must not negotiate admit or repudiate any claim without **Our** written consent.

The **Group Policyholder**, the **Beneficiary** and/or their legal representatives must supply at their own expense all information, evidence, details of household insurance and medical certificates as required by **Us**. **We** reserve the right to require the **Beneficiary** to undergo an independent medical examination at **Our** expense. **We** may also request and will pay for a post-mortem examination where necessary.

**We** may refuse to reimburse a claimant for any expenses for which they cannot provide receipts or bills or proof of ownership such as an original receipt, a valuation, original user manual or bank credit card statements.

## 2. Subrogation

**We** are entitled to take over any rights in the defence or settlement of any claim and to take proceedings in the **Group Policyholder** or the **Beneficiary's** name for **Our** benefit against any other party.

## 3. Fraud

The **Group Policyholder** and the **Beneficiaries** must not act in a fraudulent manner. If the **Group Policyholder**, a **Beneficiary** or anyone acting for them

- a) Makes a claim under the **Group Policy** knowing the claim to be false or fraudulently exaggerated in any respect or
- b) Makes a statement in support of a claim knowing the statement to be false in any respect or
- c) Submit a document in support of a claim knowing the document to be forged or false in any respect or
- d) Makes a claim in respect of any loss or damage caused by the **Group Policyholder** or a **Beneficiary's** wilful act or with their connivance



Then

- a) **We** shall not pay the claim
- b) **We** shall reserve the right not to pay any other claim which has been or will be made under the **Group Policy**.
- c) **We** may at **Our** option declare the **Group Policy** void
- d) **We** shall be entitled to recover from the **Group Policyholder** and/or the **Beneficiary** the amount of any claim already paid under the **Group Policy**
- e) **We** shall not make any return of premium
- f) **We** may inform the Police of the circumstances.

#### 4. Paying Claims

- a) If a **Beneficiary** is 18 years or over, **We** will pay the claim to the **Beneficiary** and the **Beneficiary's** receipt shall be a full discharge of all liability by **Us** in respect of the claim.
- b) If a **Beneficiary** is aged under 18 **We** will pay the appropriate benefit amount to the **Beneficiary's** parent or legal guardian for the **Beneficiary's** benefit. The **Beneficiary's** parent or legal guardian's receipt shall be a full discharge of all liability by **Us** in respect of the claim.

# Important conditions relating to health

The **Beneficiaries** must comply with the following conditions to have full protection of the **Group Policy**. If the **Beneficiaries** do not comply **We** may at **Our** option cancel the **Group Policy** or refuse to deal with any claim or reduce the amount of any claim payment.

It is a condition of this **Group Policy** that a **Beneficiary** will not be covered under Cancellation or Curtailment charges for any claims arising directly or indirectly from:

## A) At the time of being accepted for cover:

1. Any **Medical Condition** the **Beneficiary** has or has had for which:
  - a) symptoms or diagnosis has occurred within the last 12 months or
  - b) there has been a change in treatment (including medication dosage, surgery, tests, investigations or diet) in the last 12 months
2. Any **Medical Condition** where the **Beneficiary**, their **Close Relative** or **Close Business Associate** is waiting for an operation, hospital consultation (other than for regular check ups), or other hospital treatment or investigation.
3. Any **Medical Condition** where the **Beneficiary**, their **Close Relative** or **Close Business Associate** has, within the last 6 months, been seen by a specialist (other than for regular check ups), had an operation or other hospital treatment or investigation.
4. Any **Medical Condition** where the **Beneficiary**, their **Close Relative** or **Close Business Associate** has received a terminal prognosis.
5. Any **Medical Condition** where the **Beneficiary**, their **Close Relative** or **Close Business Associate** has not had a diagnosis.
6. Any circumstances the **Beneficiary** is aware of that could reasonably be expected to give rise to a claim on this **Group Policy**.

## B) At any time:

1. Any **Medical Condition** the **Beneficiary** has in respect of which a **Medical Practitioner** has advised the **Beneficiary** not to travel or would have done so had they sought his/her advice.
2. Any **Medical Condition** for which the **Beneficiary** is travelling with the intention of obtaining medical treatment (including surgery or investigation) or advice.
3. Any **Medical Condition** for which the **Beneficiary** is not taking the recommended treatment or prescribed medication as directed by a **Medical Practitioner**.
4. The **Beneficiary** is travelling against any health requirements stipulated by the carrier, their handling agents or other **Public Transport** provider.

The **Group Policyholder** and **Beneficiaries** should also refer to the general exclusions on page 10.

# General exclusions applicable to the Group Policy

**We** will not pay for claims arising directly or indirectly from or in connection with:

1. a) War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.  
b) **Terrorism**
2. Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste, from combustion of nuclear fuel, the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component of such assembly.
3. Loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
4. The **Beneficiary's** participation in or practice of any professional entertaining or professional sports.
5. The **Beneficiary's** participation in or practice of any other sport or activity, manual work or racing during the **Trip** unless:
  - a) shown as covered without charge in the list on page 12 or
  - b) shown as covered in the **Statement of Insurance**.
6. The **Beneficiary's** willfully, self-inflicted injury or illness, suicide or attempted suicide, sexually transmitted diseases, solvent abuse, the use of drugs (other than drugs taken in accordance with treatment prescribed and directed by a **Medical Practitioner**, but not for the treatment of drug addiction), self-exposure to needless peril (except in an attempt to save human life).
7. The **Beneficiary's** drinking too much alcohol which is evidenced by:
  - a) a **Medical Practitioner** stating that the **Beneficiary's** alcohol consumption has caused or actively contributed to their injury or illness.
  - b) the results of a blood test which shows that the **Beneficiary's** blood alcohol level exceeds 0.19% which is approximately four pints of beer or four 175ml glasses of wine.
  - c) the witness report of a 3rd party which has advised that the **Beneficiary** has notably impaired their faculties and/or judgement.
  - d) the **Beneficiary's** own admission and/or by the description of events they have described on the claim form.
8. Alcohol abuse or alcohol dependency which is evidenced by:
  - a) the **Beneficiary's** medical records or the opinion of the **Beneficiary's Medical Practitioner**
  - b) the opinion of an independent **Medical Practitioner**
9. The **Beneficiary's** own unlawful action or any criminal proceedings against them.
10. Unless specifically covered under this insurance, any other loss, damage or additional expense following on from the event for which the **Beneficiary** is claiming unless **We** provide cover under this insurance. 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** illness or disease.
11. Operational duties of a member of the Armed Forces (other than claims arising from authorised leave being cancelled due to operational reasons, as provided for under sub section 4. of Cancellation or Curtailment charges).

12. The **Beneficiary's** use of a motorised vehicle on a **Trip** covered under this **Group Policy** unless a full driving licence is held permitting the use of such vehicles in the country concerned.
13. The **Beneficiary's** travel to a country or specific area or event to which the Travel Advice Unit of the Foreign & Commonwealth Office or the World Health Organisation has advised the public not to travel.
14. Any circumstances the **Group Policyholder** or **Beneficiary** is aware of at the time of taking out this **Group Policy** that could reasonably be expected to give rise to a claim.
15. Any **Holiday Property Rental** made for 11 or more travellers unless otherwise agreed by **Us** and stated on the **Statement of Insurance**.

# Sports and activities covered

The following lists detail the sports and activities that this **Group Policy** will cover. If a **Beneficiary** is participating in any other sports or activities not mentioned, please telephone the **Group Policyholder** shown in the **Statement of Insurance** as they may be able to offer cover for an additional premium. Details of those sports and activities for which additional cover has been purchased will be added to the **Statement of Insurance**.

## Covered as standard

administrative or clerical occupations  
aerobics  
archery  
badminton  
banana boating  
baseball  
basketball  
bmx biking (wearing a helmet no stunting)  
body boarding (boogie boarding)  
bowls  
bungee jumping (1 jump only within professional organiser's guidelines and wearing appropriate safety equipment)  
camel riding  
canoeing (up to grade 2 rivers)  
catamaran sailing (if qualified)  
clay pigeon shooting  
climbing (on indoor climbing wall only)  
cricket  
croquet  
curling  
cycling / mountain biking (wearing a helmet – casual or off-road only and not endurance, downhill or racing)  
deep sea fishing  
dinghy sailing

driving any motorised vehicle for which the **Beneficiary** is licensed to drive in the **United Kingdom** (other than in motor rallies or competitions)  
elephant riding  
fell walking/running  
fencing  
fishing  
flying as a fare paying passenger in a fully licensed passenger carrying aircraft  
football (amateur only and not main purpose of **Trip**)  
glacier walking  
go karting (within organisers guidelines)  
golf  
hiking  
horse riding (wearing a helmet and excluding competitions, jumping and hunting)  
hot air ballooning (organised pleasure rides only)  
hydro zorbing  
jet boating  
jet skiing  
jogging  
kayaking (up to grade 2 rivers)  
netball  
octopus  
open water swimming (professionally escorted tours only)

orienteeing  
overlanding  
paint balling (wearing eye protection)  
pony trekking  
quad biking (wearing a helmet)  
racket ball  
rambling  
rifle range shooting  
ringos  
roller skating and blading (wearing pads & helmets)  
rounders  
rowing  
running (non-competitive and not marathon)  
safari trekking in a vehicle (must be organised tour)  
safari trekking on foot (must be organised tour)  
sailing (if qualified or accompanied by a qualified person)  
sandboarding  
sand dune surfing/skiing  
sand yachting  
scuba diving to max depth 18 metres below sea level (if qualified scuba diver and not diving alone, or accompanied by qualified instructor)  
shooting/small bore target shooting (within organisers guidelines)  
skateboarding (wearing pads &

helmets)  
snorkelling  
softball  
squash  
students working as counsellors or university exchanges for practical course work (non manual)  
superintendence of manual work  
surfing  
swimming  
swimming with dolphins  
Sydney harbour bridge walk  
table tennis  
ten pin bowling  
tennis  
trampolining  
trekking up to 2,500 metres altitude  
tug of war  
volleyball  
wake boarding  
walking  
\*war games (wearing eye protection)  
water polo  
water skiing  
whale watching  
wind surfing  
yachting (if qualified)  
zorbin

# Cancellation or curtailment charges

## What is covered

We will reimburse the **Beneficiary** up to the amount stated in the **Statement of Insurance** for their individual portion of any irrecoverable **Holiday Rental Property** booking costs which the **Beneficiary** has paid or is contracted to pay if

- a) cancellation of the **Trip** is necessary and unavoidable or
- b) the **Trip** is **Curtailed** before completion

as a result of any of the following events occurring during the **Period of Cover**:

1. The death, **Bodily Injury** or illness of:
  - a) the **Beneficiary**
  - b) the **Beneficiary's Close Relative**
  - c) the **Beneficiary's Close Business Associate**.
2. Compulsory quarantine on the order of a treating **Medical Practitioner**, jury service attendance or being called as a witness at a Court of Law of the **Beneficiary**
3. Redundancy (which qualifies for payment under current redundancy payment legislation of the **United Kingdom** and at the time of booking the **Trip** there was no reason to believe anyone would be made redundant) of the **Beneficiary**.

## What is not covered

1. The **Excess** amount as stated in the **Statement of Insurance**.
2. Any claims arising directly or indirectly from:
  - a) Redundancy caused by or resulting from misconduct leading to dismissal or from resignation or voluntary redundancy or where a warning or notification of redundancy was given prior to the date this insurance is purchased by the **Beneficiary** or the time of booking any **Trip**.
  - b) Circumstances known to the **Group Policyholder** or the **Beneficiary** prior to the date any such **Beneficiary** is accepted for cover or the time of booking any **Trip** (whichever is the earlier) which could reasonably have been expected to give rise to cancellation or **Curtailment** of the **Trip**.
  - c) Normal pregnancy, without accompanying **Bodily Injury**, illness, disease or complication. This section is designed to provide cover for unforeseen events, accidents, illnesses and diseases and normal childbirth would not constitute an unforeseen event.

The **Group Policyholder** and the **Beneficiaries** should also refer to the important conditions relating to health on page 9.

## What is covered

4. The **Beneficiary** if such person is a member of the Armed Forces, Police, Fire, Nursing or Ambulance Services or employees of a Government Department and has their authorised leave cancelled for operational reasons, provided that such cancellation or **Curtailement** could not reasonably have been expected at the time when the **Beneficiary** purchased this insurance or at the time of booking any **Trip**.
5. The Police requesting the **Beneficiary** to remain at or return to their **Home** due to serious damage to their **Home** caused by fire, aircraft, explosion, storm, flood, subsidence, malicious persons or theft.

## Special conditions relating to claims

1. The **Beneficiary** must obtain (at their own expense) a medical certificate from a **Medical Practitioner** in attendance and prior approval of the **Emergency Assistance Service** to confirm the necessity to return **Home** prior to **Curtailement** of the **Trip** due to death, **Bodily Injury** or illness of the **Beneficiary**. Contact the **Emergency Assistance Service** on telephone number: +44 (0)1243 621058.
2. If the **Beneficiary** fails to notify the booking agent immediately it is found necessary to cancel the **Trip** **Our** liability shall be restricted to the cancellation charges that would have applied had failure not occurred.
3. If the **Beneficiary** cancels the **Trip** due to
  - a) Stress, anxiety, depression or any other mental or nervous disorder that they are suffering from they must provide a medical certificate from a consultant specialising in the relevant field
  - b) Any other illness or a **Bodily Injury** they must provide a medical certificate from a **Medical Practitioner** stating that this necessarily and reasonably prevented them from travelling.
4. In the event that the **Trip** is cancelled prior to the commencement date of the **Trip** cover is limited to the final invoice cost of the **Holiday Rental Property** subject to the contracted agent cancellation and refund scale.
5. In the event of **Curtailement** we will be limited to the unused portion of the **Holiday Rental Property** from the date that it was necessary to return **Home**.

# How to make a complaint

**We** aim to provide a high level of service and pay claims fairly and promptly under the terms of this **Group Policy**.

If the **Group Policyholder** and/or a **Beneficiary** are unhappy with any aspect of **Our** service, please contact, in the first instance the person who originally dealt with the enquiry. Alternatively the **Group Policyholder** or a **Beneficiary** can contact **Us** by:

Telephone: 0800 085 8698  
Post: Customer Liaison Department  
Endsleigh Insurance Services Limited  
Shurdington Road  
Cheltenham  
Gloucestershire  
GL51 4UE  
United Kingdom

If **We** have given the **Group Policyholder** or a **Beneficiary Our** final response and they remain dissatisfied they have the right to ask the Financial Ombudsman to review their case. The Ombudsman can be contacted at the following address:–

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR  
United Kingdom

Telephone 0800 023 4567 or

From outside the UK: + 44 20 7964 0500

Fax: 020 7964 1001

Please note the **Group Policyholder** or a **Beneficiary** have six months from the date of **Our** final response in which to refer their complaint to the Ombudsman. Contacting the Ombudsman will not affect their right to take legal action against **Us**.

## Financial Services Compensation Scheme

**We** are covered by the Financial Services Compensation Scheme (FSCS). The **Group Policyholder** and/or a **Beneficiary** may be entitled to compensation from the scheme if **We** cannot meet our obligations. Further information about compensation scheme arrangements can be obtained from the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk) or by contacting the FSCS directly on 0800 678 1100.