

OAK

ANNUAL TRAVEL POLICY



OAK UNDERWRITING PLC



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CONTRACT OF INSURANCE

On behalf of subscribing insurers and subject to the terms, conditions, limits and exclusions of this insurance, we will insure you against the incidents listed provided these occur during any period of insurance for which we have accepted payment of your premium.

This insurance sets out clearly what is and what is not covered and, to assist you, any words with special meanings have been defined and are in bold. It is essential that you read this document, the schedule and endorsements very carefully. If they are incorrect in anyway, please tell us immediately so that we can make the necessary changes.

The information you have supplied, in addition to the proposal form, declaration and any supplementary questionnaires, forms the basis of this legal contract between you and us. You must therefore ensure that all the information given is accurate and that no material facts have been withheld.

Please remember that you must, as soon as you possibly can, tell us about any changes to the information or material facts you have given which will affect this insurance. This includes any significant changes to an insured person's state of health and also if any situation has arisen which may give rise to a trip being cancelled or curtailed. Failure to do so may result in an invalid claim or this insurance not operating fully if at all. If you are in any doubt as to whether a fact is material, you should contact us or your intermediary.

Whilst this insurance will be interpreted under English law, there is a choice of law applicable to this insurance. If we do not agree otherwise in writing, the applicable law will be that of England (or if that is where your home is, Scotland).

Please read this document very carefully. If you find this insurance does not meet your requirements and you return it to us within 15 days of receiving it, we will refund your premium in full provided you have not made a claim.



Robert P Trott
Managing Director
Oak Underwriting plc

DEFINITIONS

Endorsement

A change in details or a variation in the terms, conditions and or exclusions of this insurance.

Excess(es)

The amount(s) stated in the **schedule** that **we** will deduct from any claims settlement we make. All claims arising out of one incident or series of related incidents will be treated as one claim.

Insured person

Each person named in the schedule. If appropriate, we will deal with claims made by their legal personal representatives, executors or administrators.

Material Facts

Any facts which are likely to influence us in accepting, renewing, imposing special terms to this insurance or providing cover for a specific **trip**. (This could be the state of an **insured person's** or a travelling companion's health, any situation which may give rise to a trip being cancelled or curtailed or any planned hazardous activities.)

Period of insurance

The period for which this insurance is in force as shown in **your schedule** and during which all **trips** must be completed.

Relative

Husband, wife, domestic partner living at the address shown in the **schedule**, fiancé(e), parent, child, sibling, grandparent, grandchild or any other close family member including step-family members and in-laws.

SAL

Specialty Assist Limited, Europoint, 5-11 Lavington Street, London, SE1 0NZ.

Schedule

That part of the insurance which shows current details of the **policyholder**, the **insured persons**, the **insured pets** if any, the **period of insurance**, the sections in force, the benefits to be paid and any **excess(es)** and **endorsements** which apply.

Subscribing insurers/they/them/their

The **subscribing insurers** are certain underwriters at Lloyd's (whose contracts carry the seal of the Lloyd's Policy Signing Office) and certain insurance companies whose identity and the percentage share each has taken on is available to **you** on request. The **subscribing insurers'** obligations are several and not joint and are solely limited to the extent of their individual subscriptions. The **subscribing insurers** are not responsible for the subscription of any co-subscribing insurer who, for any reason, does not satisfy all or part of its obligations.

Trip

Any period, not exceeding 90 days (or if winter sports cover has been effected, 17 days), which begins when the **insured persons** leave their homes or places of business in the **United Kingdom** and the Channel Islands at the start of the **trip** and ends on their return to their homes, places of business or a nursing home or hospital in the **United Kingdom** and the Channel Islands. (See also General Condition 4 and General Exclusions.)

United Kingdom

Great Britain, Northern Ireland and the Isle of Man.

We/us/our

Oak Underwriting plc, Cromwell Park, Chipping Norton, Oxfordshire OX7 5DF who have effected and signed this insurance on behalf of the **subscribing insurers** in accordance with the authorisation granted under a contract issued by such **subscribing insurers** to **us**.

You/your/policyholder

The person(s) named in the **schedule** as the **policyholder** and, where applicable, **your** legal personal representatives, executors or administrators.

ESSENTIAL INFORMATION AND TRAVEL ASSISTANCE

It is essential that every insured person

- reads this policy before booking a **trip**
- remembers to refer any existing medical conditions to the Medical Pre-screening Service before booking a **trip** (see below)
- carries the emergency service details and contact numbers with them when travelling
- is aware of the procedures to follow in the case of an emergency (see 24 hour medical and emergency service, page 4).

Existing medical conditions

Please note that there will be no cover if, at the time of booking a **trip**, an **insured person** or any other person on whose health the **trip** may depend has

- had medical treatment or surgery within the last 12 months or is on a waiting list for in-patient treatment or investigation
- medical conditions which require continuing medication unless both the condition and medication levels have been normally stable and well controlled for at least 12 months
- breathing difficulties other than stable, well-controlled asthma
- a heart related condition, including angina
- a malignant disease such as cancer
- been diagnosed with a terminal condition
- an expected date for giving birth which is within 9 weeks of the end of the **trip**
- a previously diagnosed psychiatric or psychological disorder
- planned to travel against medical advice, knows that treatment will be needed during the **trip** or has planned to obtain medical treatment outside the **United Kingdom**.

We will, in most cases, be able to provide cover *but only* if details of the conditions have been referred to **our** Medical Pre-screening Service *before* a **trip** is booked. MediQuote may be contacted on **0870 8940003** between 9.00 a.m. and 5.30 p.m., Monday to Friday. Please quote the reference - Oak Underwriting. They will confirm whether or not cover can be provided and if any special terms or additional premiums are required.

If **you** or an **insured person** requires any clarification or has any doubts or queries, please discuss these with **us** or **your** intermediary before **you** book a **trip**. Where necessary, the advice of a medical practitioner must be sought before a **trip** begins and that advice must be acted upon. Failure to notify **us** or to act on any advice given may invalidate this insurance or result in cover not operating fully.

24 hour travel assistance and information

We have arranged for **SAL** to provide a special 24 hour travel assistance and information service to our clients.

Please telephone +44 (0)20 7902 7405 for

- assistance with lost documents
- translation services
- advance of funds
- lost luggage assistance
- an emergency message relay service
- Foreign Office travel warnings
- world-wide passport and visa information
- world-wide vaccination requirements
- exchange rate information
- embassy and consulate information
- world-wide climate information
- banking and business hours information

MAKING A CLAIM

24 hour medical and emergency service

This 24 hour emergency telephone service is operated by Specialty Assist Limited (**SAL**) on **our** behalf. It is available to offer help and advice as well as to give authorisation for treatment, surgery, emergency repatriation and revised travel arrangements. Experienced assistance co-ordinators will answer the call. When using the service, please ensure that details of this insurance and all other relevant information is available. Please telephone the most appropriate of the following numbers. **You** may, if **you** wish, reverse charges.

World-wide - London, United Kingdom	+44 (0)20 7902 7405
In the Americas - Philadelphia, USA	+1 215 489 3785
In Africa - Johannesburg, South Africa	+27 10 209 8300
In Asia Pacific - Bangkok, Thailand	+662 645 3932

Please remember that it is a condition of this insurance that **SAL** must agree to and give authorisation in advance for any

- **insured person's** admission to hospital as an in-patient except in an emergency in which case notification must be made at the earliest opportunity
- repatriation e.g. an air ambulance or other journey requiring medical attendance
- travel arrangement alterations an **insured person** wishes to make.

Submitting a claim

Please note that

- where out-patient medical treatment has been received, the **insured persons** must ensure that a detailed medical certificate showing the nature of the injury or illness is obtained. The dated certificate must be submitted with the completed claim form and accounts which should wherever possible, have been settled.
- **SAL** are an emergency service only and do not handle claims.

GHG Limited have been appointed by **us** to deal with all claims, including those where **SAL** have been involved. Claim forms are available from the address below and, when completed, should be submitted to the same address together with all relevant documentation and accounts. This must be done within 31 days of the end of the **trip**.

GHG Limited
Horizon House, 22-24 Station Hill, Southampton Road, Eastleigh, Hampshire, SO50 9XB
Telephone: 0845 230 3938 Fax: 0845 230 3930 Email: newclaims@highgroup.co.uk

PERSONAL COVER

Specific Definitions

Baggage

Clothing, sports equipment, luggage and other personal effects worn, used or carried by an **insured person** during a **trip**.

Business colleague

An **insured person's** fellow employee, director or business partner whose absence from work or place of employment necessitates the cancellation or curtailment of any **trip**.

Hijack

The unlawful seizure or wrongful exercise of control of an aircraft or other conveyance in which an **insured person** is travelling.

Specific Conditions

- 1 **We** will deduct any applicable **excess(es)** before a claim is paid. However, for claims arising under Section 1 - Overseas Medical and Other Expenses, where an **insured person** has utilised any reciprocal health agreements such as those in Europe and Medicare in Australia, the **excess** will be waived other than for those claims where a specific **excess** has been imposed by **our** Medical Pre-screening Service.
- 2 **You** must notify **us** as soon as possible, whether at the start of this insurance, renewal or before booking a **trip**, of any change in the information given to **us** which may affect an **insured person's** cover or which may result in a claim including, but not limited to
 - i the state of health (physical or mental) of the **insured person**, any person with whom that insured person is travelling or has arranged to travel and any other person on whose health the **trip** may depend
 - ii planned participation in potentially hazardous sports and or activities.

We reserve the right to apply special terms, charge an additional premium, choose not to provide cover or cancel this insurance or part of this insurance.

- 3 If, as a consequence of an accident, any pre-existing condition or physical infirmity is aggravated by that accident, the compensation payable will be the amount which we consider would have been reasonable if such aggravation had not occurred.
- 4 All medical records, notes and correspondence must, if required, be made available to the medical advisor or advisors appointed on behalf of **subscribing insurers**. These advisors are entitled to examine an insured person as often as is considered necessary in order to review a claim.

The Cover

We will, during the **period of insurance** provide the **insured persons** with the cover set out below

The Exclusions

but **we** will not pay for any claim arising directly or indirectly from

- 1 or related to the investigation, diagnosis or treatment of an **insured person** or any other person on whose health the **trip** may depend for any
 - i malignant disease such as cancer
 - ii breathing difficulties other than stable, well-controlled asthma
 - iii heart related condition, including angina
 - iv other medical condition which, in the 12 months before effecting, renewing or extending this insurance or booking a **trip**, has required
 - a continuing medication (unless both the condition and medication levels have been normally stable and well controlled for at least 12 months)
 - b medical treatment or surgerywhich was known to any **insured person** at the time of booking the **trip**.

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- 2 any **insured person** who
 - i has booked or has undertaken the **trip**
 - a against the advice of a medical practitioner
 - b knowing that medical treatment will be needed during the **trip**
 - c in order to obtain medical treatment outside the **United Kingdom**
 - ii is on a waiting list for in-patient medical or surgical treatment or investigation
 - iii has been diagnosed with a terminal condition
 - iv has any previously diagnosed psychiatric or psychological disorder
 - v is expected to give birth within 9 weeks of the end of the **trip**
 - vi is aware of any other circumstances which could reasonably be expected to give rise to a claim
 - 3 mountaineering or rock climbing normally requiring the use of guides or ropes; pot-holing and other underground activity; racing (other than swimming or on foot); participating in sports tours and competitions (other than those organised by schools); professional sports; ice hockey; wet-biking; white water rafting; scuba diving to depths of more than 30 metres; flying (other than as a fare-paying passenger in a licensed aircraft); parachuting, bungee jumping; free flight including hang gliding; hunting; driving or riding on motorcycles over 100 cc; military service unless **subscribing insurers** have specifically agreed to extend the cover and the appropriate additional premium is paid
 - 4 any **insured person** who, at the time of effecting or renewing this insurance, was 70 years or older unless **subscribing insurers** have specifically agreed to extend the cover and the appropriate additional premium is paid
 - 5 suicide; wilfully self-inflicted injury or illness; venereal disease; alcoholism, drunkenness; the use of any drugs (other than drugs taken in accordance with the treatment prescribed and directed by a registered medical practitioner who is not the **insured person** but not for the treatment of drug addiction)
 - 6 any injury, illness, death, loss, expenses or other liability attributable to HIV (Human Immunodeficiency Virus) and or HIV related illness including AIDS (Acquired Immune Deficiency Syndrome), ARC (AIDS Related Complex) or any mutant derivative or variation however caused
 - 7 wilful exposure to danger except in an attempt to save human life
 - 8 an **insured person's** criminal act or deliberate act.

Section 1 - Overseas Medical and Other Expenses

We will pay up to £5,000,000 per **insured person** per **trip** for the following expenses reasonably and necessarily incurred as a direct result of accidental physical injury, death or illness sustained during any **trip** outside the **United Kingdom**

- 1 medical, surgical, hospital, nursing and ambulance charges (including dental charges for the relief of immediate pain only) including additional repatriation costs incurred and, where winter sports is insured, the cost of emergency recovery
- 2 additional travel and hotel expenses including those of a relative or friend required, on medical advice, to remain with, travel to or escort the **insured person**
- 3 the cost of funeral or cremation expenses abroad and/or of returning the body or ashes to the **United Kingdom**
- 4 the cost of storing personal effects for up to 3 months or of returning them to the **United Kingdom**
- 5 the extra cost of a private room in an NHS hospital in the **United Kingdom** if, as a direct result of being in an infected region abroad, an **insured person** is suffering from or within 90 days of returning from a **trip** is found to have contracted a tropical or similar disease including malaria, cholera, typhoid fever, tetanus, yellow fever, hepatitis and poliomyelitis but only if
 - i the disease was contracted and diagnosed during the **period of insurance**
 - ii the insured person took all available precautions before, during and after the **trip**
 - iii there is no other insurance in force covering such costs

We will also pay

- 1 the additional travel and accommodation expenses reasonably and necessarily incurred as a direct result of the accidental physical injury, death or illness of
 - i an **insured person** or any person with whom that **insured person** is travelling or had arranged to travel
 - ii the **relative** or **business colleague** of any person described in 1(i) above
 - iii any person with whom the **insured person** had arranged to stay temporarily during a **trip**
- 2 £50 for each completed 24 hours and up to a maximum of £1,500 for the time that an **insured person** spends in hospital as an in-patient.

but **we** will not pay any claim for

- 1 treatment or surgery
 - i which is cosmetic, elective or experimental
 - ii carried out in the **United Kingdom** or more than 12 months after the end of the **trip**
- 2 any further expenses incurred following an **insured person's** refusal to be repatriated
- 3 any exploratory tests which are not directly related to the injury or illness
- 4 the cost of any medication or treatment begun before and which has to be continued during the **trip**
- 5 the cost of replacing or repairing false teeth or of any dental work involving the use of precious metals
- 6 a resident of the Channel Islands taking a trip solely to another Channel Island.

Special Conditions

- 1 **SAL** must agree to and give authorisation in advance for
 - i an **insured person's** admission to hospital as an in-patient
 - ii repatriation or other journey requiring medical attendance
 - iii any travel arrangement alterations an **insured person** wishes to make except in an emergency in which case **SAL** must be notified at the earliest possible opportunity.
- 2 **SAL** reserve the right to repatriate an **insured person** who, in their opinion, is considered fit to travel.
- 3 Where out-patient medical treatment is received for injury or illness, a detailed medical certificate must be obtained and submitted to GHG Limited (see Page 4 for details) together with the accounts which should, wherever possible have been settled.

Section 2 - United Kingdom Expenses

We will pay up to £2,000 per **insured person** per **trip** for the following expenses reasonably and necessarily incurred as a direct result of accidental physical injury, death or illness sustained during any **trip** inside the **United Kingdom** and the Channel Islands

- 1 additional travel and hotel expenses including those of a relative or friend required, on medical advice, to remain with, travel to or escort the **insured person**
- 2 the cost of returning the body or ashes to the **insured person's** home in the **United Kingdom** and the Channel Islands

but **we** will not pay any claim unless the **trip** was pre-booked for a minimum of 2 nights and included either the travel arrangements or accommodation.

Section 3 - Cancellation and Curtailment

We will pay up to £5,000 per **insured person** per **trip** for the reimbursement of the actual cost of unused accommodation, travel, deposits and other charges including, in the case of curtailment, additional reasonable travelling expenses incurred as a direct result of a **trip** being cancelled or curtailed due to

- 1 the accidental physical injury, death or illness (including miscarriage or any other serious medical complication arising from pregnancy and requiring hospitalisation) of
 - i an **insured person** or any person with whom that person is travelling or had arranged to travel
 - ii the **relative** or **business colleague** of any person described in 1(i) above
 - iii any person with whom the **insured person** had arranged to stay temporarily during the **trip**

but **we** will not pay for

- 1 any costs, deposits or other charges which are recoverable from other sources
- 2 any cancellation charges greater than those levied at the time the **trip** was cancelled
- 3 any costs incurred in obtaining visas
- 4 any claims arising from a disinclination to travel or an **insured person** not enjoying a **trip**.

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- 2 compulsory jury service, witness call, redundancy (qualifying for payment under current **United Kingdom** and Channel Islands' legislation) or quarantine of an **insured person** or any person with whom that person is travelling or had arranged to travel
 - 3 damage to the **insured person's** home or business premises in the **United Kingdom** or the Channel Islands necessitating the cancellation or curtailment of a **trip**
 - 4 any police request for an **insured person's** presence following a burglary or attempted burglary at that person's home or place of business
 - 5 any official requirement for an **insured person** to attend emergency military, medical or public service duty

Curtailment claims will be calculated from the day the **insured person** returns to the **United Kingdom** or the Channel Islands or is hospitalised as an in-patient and will be based solely on the number of complete nights' accommodation lost.

Special Conditions

- 1 The tour operator, travel agent or the providers of transport and or accommodation must be advised in writing as soon as reasonably possible after an **insured person** becomes aware of any circumstances which make it necessary for the **trip** to be cancelled.
- 2 For curtailment claims, **SAL** must agree to and give authorisation in advance for any alterations to an **insured person's** travel arrangements.

Section 4 - Delay and Detour

We will, if the departure of the aircraft, sea vessel, coach or train in which an **insured person** is booked to travel is delayed or cancelled due to adverse weather conditions, industrial action, terrorism, hijack or mechanical breakdown, pay either

- 1 for the outward journey only, up to £5,000 per **insured person** per **trip** for irrecoverable charges paid or contracted to be paid if, after 12 hours of delay (or for travel from the Channel Islands or the Isle of Man, 24 hours) the **insured person** chooses to cancel the **trip** or
- 2 for any stage of travel, up to £500 per **insured person** per **trip** but not more than £50 for the first completed 8 hours and £25 for each further 12 hours until the actual time of departure

but **we** will not pay any claims

- 1 which are not supported by a signed statement or certificate from the carrier or tour operator confirming the reason for and the length of the delay or cancellation
- 2 where the **insured person** failed to notify the travel agent, tour operator or the providers of transport and or accommodation immediately the **insured person** chose to cancel the **trip** completely.

Section 5 - Hijack, Kidnap, Internment and Detention

We will, after 48 hours has elapsed, pay £100 per **insured person** per day up to a maximum of £5,000 per **trip**, for every complete 24 hours lost if an **insured person** is hijacked, kidnapped, interned or detained; in addition and at no extra premium, **we** will

- 1 extend the period of the cover required for the **insured person** to complete the **trip** by up to twelve months
- 2 waive General Exclusion 3 (war risks).

Section 6 - Missed Departure

We will pay up to £500 per **insured person** per **trip** for the reasonable actual and provable additional costs of transport and accommodation if an **insured person** fails, at any stage of a **trip**, to reach a port, airport or station in time for a pre-booked departure as a direct result of the failure of public transport or of any taxi, mini-cab, hire car or privately owned vehicle due to adverse weather conditions, industrial action, terrorism, hijack, accident or mechanical breakdown including any resultant sudden and unexpected abnormal traffic congestion.

Section 7 - Delayed Baggage

We will pay up to

- 1 £250 per **insured person** per **trip** for actual necessary and reasonable emergency purchases and
- 2 £50 per day and £500 in all per **insured person** per **trip** for the temporary hire of sports equipment if an **insured person's baggage** is temporarily lost in transit for more than 12 hours

Section 8 - Loss of Documents

We will, following accidental loss of or damage to travel tickets, passes, passports, visas, green cards, credit cards and driving licences, pay up to a maximum of £500 per **insured person** per **trip** for

- 1 the actual and provable cost of replacement and or restoration
- 2 any travel and accommodation expenses reasonably and necessarily incurred in obtaining replacements

Section 9 - Personal Accident

We will pay up to a maximum of £20,000 per person if, during a **trip**, an **insured person** suffers a sudden, unexpected and identifiable physical injury which results directly and within 52 weeks, in

- 1 death
- 2 loss of use or physical severance of a hand, arm, foot or leg
- 3 permanent and total loss of sight in one or both eyes

but **we** will not pay claims

- 1 where an **insured person** has failed to allow sufficient time to arrive at the departure point at the time specified in the schedule or itinerary
- 2 resulting from industrial action which had commenced or had been scheduled before the **trip** was booked
- 3 resulting from the breakdown or failure of the privately owned vehicle in which the **insured person** is travelling unless supported by a mechanical report and or a bill for repairs.

but **we** will not pay claims

- 1 where the **insured person** has failed to
 - i notify the carrier or handling agent within a reasonable time
 - ii obtain a Property Irregularity Report
- 2 for ski or snow-boarding equipment unless Section 11 Winter Sports is in force.

but **we** will not pay claims

- 1 where an **insured person** has failed to report the loss or damage to the police as soon as possible and to obtain a report to support the claim
- 2 for ski-passes unless Section 11, Winter Sports is in force
- 3 for loss or damage to any business credit cards
- 4 for losses insured elsewhere.

4 permanent total disablement which, for fifty two weeks from the date of physical injury entirely prevents the **insured person**, if employed, from attending that **insured person's** usual occupation or, if not usually gainfully employed, from attending gainful employment of any and every kind and which, at the end of that time, is beyond reasonable hope of improvement.

Where the **insured person** is under 16 years of age at the date of the accident, the amount payable for death will be £5,000.

In the event of an **insured person's** disappearance **we** will pay the relevant death benefit if it is reasonable to believe, after a suitable period of time has elapsed, that death has occurred. Any such payment will be subject to a signed undertaking that, if the **insured person** is subsequently found to be alive, you will return the amount paid to **us**.

Section 10 - Car Hire Excess Waiver

We will pay up to £250 per **insured person** per **trip** for any excess or other monetary loss which an **insured person** is legally required to pay as a result of loss or damage to a car hired by an **insured person** during a **trip**.

Section 11 - Winter Sports

This section is only operative if shown to be so in the **schedule**.

Winter sports cover applies to all sections and is operative for a maximum of 17 days any one **trip** and a total of 31 days in any one **period of insurance**

but **we** will not pay claims

- 1 arising directly or indirectly from ski-joring, ski-jumping, ski-flying, ski-aerobatics, acrobatics or stunting, ice hockey, freestyle skiing, training for or participating in ski racing (other than those races arranged by ski schools for their pupils), the use of skeletons or bobsleighs, parapenting, skiing or snowboarding on-piste or off-piste in areas designated as unsafe by resort management unless **subscribing insurers** have agreed specifically to extend the cover and the appropriate additional premium is paid
- 2 where an **insured person** has failed to
 - i take all reasonable precautions to safeguard any equipment left unattended
 - ii report any losses to the police as soon as possible and to obtain a report to support the claim.

In addition, **we** will pay

Ski pack

up to £500 per **insured person** per **trip** for the proportional return of irrecoverable ski pack costs including ski passes, hire and tuition as a direct result of an **insured person** being medically certified as being unable to ski or snowboard due to accidental physical injury or illness.

Hiring replacement ski and snowboard equipment

up to £50 per day and a maximum of £500 per **insured person** per **trip** for the necessary hire of replacement equipment if owned, hired or borrowed ski and snowboarding equipment is accidentally lost or damaged.

Loss or damage of hired ski and snowboard equipment

up to £250 per **insured person** per **trip** for accidental loss of or damage to hired ski or snowboarding equipment for which the **insured person** is responsible under the terms of the hire agreement.

Piste closure

up to £50 per day and a maximum of £500 per **insured person** per **trip** if, during the official ski season at the resort where the **insured person** is staying, the **insured person** is unable to ski or snowboard for a period of more than 12 normal daylight skiing hours due to lack of snow or as a result of an avalanche or risk of an avalanche

but **we** will not pay claims

- 1 where the resort is less than a thousand metres above mean sea level
- 2 where **you** or the **insured person** arranged the **trip** within fourteen days of departure and, at that time, conditions at the resort were such that there would be insufficient snow for skiing or snowboarding
- 3 which are not substantiated by a signed report from the resort management.

PET TRAVEL COVER

Specific Definitions

Insured pet/it/its

Any dogs and cats named in the **schedule**.

PETS Certificate

A current and valid certificate issued under the terms of the Pet Travel Scheme showing that the **insured pet** has been fitted with a microchip, has a current vaccination against rabies and has had a blood test showing satisfactory protection against rabies.

Territorial limits

Andorra, Austria, Belgium, Denmark, Finland, France, Germany, Gibraltar, Greece, Iceland, Italy, Liechtenstein, Luxembourg, Monaco, Netherlands, Norway, Portugal (including the Azores and Madeira), San Marino, Spain (including the Canary Islands), Sweden, Switzerland, Vatican. The Republic of Ireland is covered only for **insured pets** travelling directly between the Republic of Ireland and the **United Kingdom** or the Channel Islands.

Treatment Certificate

A current and valid certificate issued under the terms of the Pet Travel Scheme showing that the **insured pet** has been treated against certain ticks and a type of tapeworm between 24 and 48 hours before returning to the **United Kingdom** or the Channel Islands.

Veterinary surgeon/vet

A person legally qualified to practice veterinary medicine and surgery.

The Cover

We will, during the **period of insurance** provide the **insured person(s)** with the cover for the **insured pet(s)** as set out below

The Exclusions

but **we** will not pay claims for any

- 1 **insured pet** which
 - i is travelling against the advice of a **vet**
 - ii is receiving or is on a waiting list for in-patient veterinary treatment
 - iii has received a terminal prognosis
 - iv is being taken on a **trip** in order to obtain veterinary treatment outside the **United Kingdom** or the Channel Islands
- 2 **insured pet** which
 - i was 10 years or older at the time this insurance was effected or renewed
 - ii is not normally resident in the **United Kingdom** or the Channel Islands
 - iii will be working during a **trip** other than as a registered guide or hearing dog
 - iv is suffering from any pre-existing defect, chronic infirmity or chronic condition for which it was receiving regular veterinary treatment or advice at the time the **trip** was booked

unless **subscribing insurers** have specifically agreed to extend the cover and the appropriate additional premium, if any, is paid

- 3 **insured pet** which
 - i does not have a current valid **PETS Certificate**
 - ii does not have a residency declaration to show that **it** has not been outside the **territorial limits** in the six months before the start of a **trip**
 - iii was not issued with a **Treatment Certificate** before returning to the **United Kingdom** or the Channel Islands from a **trip**
- 4 dog or cat which is not a domestic pet (other than guide or hearing dogs) and any dog which is a racing or guard dog
- 5 dog which has not been vaccinated against rabies, distemper, hepatitis, leptospirosis and parvovirus
- 6 cat which has not been vaccinated against rabies, feline infectious enteritis, feline leukaemia and cat flu
- 7 costs and expenses
 - i resulting from any microchip which fails to meet ISO 11784 or ISO 11785 standards or any reader which fails to read a microchip
 - ii incurred as a result of an **insured pet's** pregnancy (including any resultant medical complications arising from that pregnancy) or giving birth
 - iii not supported by invoices and or signed receipts including, in the case of the payment of a monetary reward, the full name and address of the person to whom the reward was paid
 - iv incurred because a government or public authority has put restrictions on an **insured pet**
- 8 any dog described in Section 1(1) of the Dangerous Dogs Act 1991 or any amending or subsequent legislation.

Section A - Overseas Veterinary and Emergency Expenses

We will pay up to £1,500 per **insured pet** per **trip** for the following expenses reasonably and necessarily incurred as a direct result of accidental physical injury, death or illness sustained by an **insured pet** during any **trip** in the **territorial limits**

- 1 veterinary and surgical treatment (including dental treatment for the relief of immediate pain only) and in-patient veterinary hospital expenses
- 2 reasonable additional travel, hotel and kennel or cattery expenses including those of an **insured person** remaining with or escorting the **insured pet** back to the **United Kingdom** or the Channel Islands once **it** is well enough to travel

but **we** will not pay for the cost of

- 1 any expenses incurred as a result of an **insured pet**
 - i being given medication other than by a **vet**
 - ii receiving any veterinary treatment once the **insured pet** has returned to the **United Kingdom** or the Channel Islands
- 2 food other than food specifically used to dissolve crystals in urine and bladder stones
- 3 treatment resulting from an injury which happened or an illness which manifested itself before the **trip** began
- 4 treatment which a **vet** believes can be delayed until the **insured pet** returns to the **United Kingdom** or the Channel Islands
- 5 replenishing supplies of any medication being used by an **insured pet** when the **trip** began.

-
- 3 the cost of funeral or cremation expenses abroad and/or of returning the **insured pet's** body or the ashes to the **United Kingdom** or the Channel Islands

provided that a detailed veterinary certificate is obtained and submitted to GHG Limited together with the accounts which should have been settled.

We will also, for each **insured pet**, pay up to

- 1 £250 made up of £25 for each completed 24 hours for the time an **insured pet** is required to spend in quarantine on **its** return to the **United Kingdom** or the Channel Islands, as a direct result of
 - i accidental physical injury or illness
 - ii the failure of the microchip
 - iii the **PETS Certificate** and or **Treatment Certificate** being lost, stolen or damaged
- 2 £250 for travel and accommodation expenses reasonably and necessarily incurred by an **insured person** to collect the **insured pet** from such place of quarantine in the **United Kingdom** or the Channel Islands and return it home
- 3 £250 for licensed kennel or cattery charges reasonably and necessarily incurred in the **territorial limits** as a result of an **insured person** being killed, injured or becoming ill during a **trip**
- 4 £250 to advertise for and pay a reward (other than to any member of the **insured person's** party or the police) for information leading to the recovery of an **insured pet** which is lost or strays during a **trip**.

Section B - Cancellation and Curtailment

We will pay up to £5,000 per **insured person** per **trip** for the reimbursement of the cost of unused travel, accommodation, deposits and other charges directly resulting from a **trip** in the **territorial limits** being cancelled or curtailed due to

- 1 the **insured pet**
 - i requiring serious emergency veterinary treatment in the **United Kingdom** or the Channel Islands in the 14 days before the **trip** was due to start and then only if a **vet** has certified that the **insured pet** is too ill to travel
 - ii dying during the **trip**
 - iii being lost in transit
 - iv being stolen or lost in the 7 days before the **trip** was due to start or during the **trip** itself

- 2 the refusal of a carrier, after a **trip** has been booked, to allow the **insured pet** to travel
- 3 the **insured person(s)** with whom the **insured pet** was due to travel making a valid claim under Section 3 – Cancellation and Curtailment of the Personal Cover

but **we** will only pay that portion of the costs and charges directly relating to the **insured pet(s)**.

Section C - Loss of Certificates

We will pay up to £250 per **insured pet** per **trip** for replacing a **PETS Certificate** and or **Treatment Certificate** lost, stolen or damaged beyond use during the **trip** including any actual and provable additional travel and accommodation costs and expenses necessarily incurred in obtaining replacements.

Special Conditions

- 1 **You** must notify **us** as soon as possible of any change in the information given to **us** which may affect an **insured pet's** cover particularly in regard to **its** state of health.

If **you** are in any doubt regarding an **insured pet's** state of health or fitness to travel, **you** must seek the advice of a **vet** before booking or beginning a **trip** and act on the advice given. Failure to notify **us** or to act on any advice given may invalidate this insurance or result in cover not operating fully.

We reserve the right to alter the terms, charge an additional premium or cancel this cover should **we** become aware of any changes which may affect this insurance.

- 2 **You** and any **insured person** must, during the **trip**, take all reasonable steps to
 - i ensure that the **insured pet** is
 - a adequately supervised at all times
 - b well looked after whilst in transit
 - c not left in any unattended motor vehicle without adequate ventilation and water
 - ii prevent accident, illness, loss or straying.
- 3 **You** or the **insured person** must report the loss or theft of an **insured pet**, a **PETS Certificate** or **Treatment Certificate** to the police and, if appropriate, the carriers or other authorities as soon as possible and obtain a report to support the claim.
- 4 **You** or the **insured person** must give any **vet** permission to release information about an **insured pet** to **us**. If the **vet** makes a charge for this, **you** will be responsible for paying it.

GENERAL CONDITIONS

1 **Fraudulent claims or statements**

If any claim or statement made by **you** or anyone acting on **your** behalf is in any way false, fraudulent or overstated, this insurance is void and **we** will not pay the claim.

2 **Duty of care**

You and the **insured persons** must take all reasonable steps to prevent accidents, injury, illness, loss or damage.

3 **Notifying a claim**

You are required to comply with the claims procedures and conditions as set out in Making a Claim on page 4 of this document.

4 **Completion of trips**

Cover only applies in the event that both the outward and inward journeys of a **trip** are completed within the **period of insurance** unless this insurance has been renewed. Where an **insured person** (and, if applicable, an **insured pet**) has started a **trip** and is, due to circumstances which cannot be controlled, unable to complete it before the expiry of the **period of insurance**, **we** will extend cover for up to 30 days at no extra cost provided **you** provide **us** with full details as soon as it is practicable to do so.

5 **Reimbursement of expenses**

You will reimburse, within one month of the end of a **trip**, any expenses incurred by **us** on an **insured person's** behalf which are not covered by this insurance.

6 **Monthly premium payments**

If **you** fail to pay an instalment on its due date or fail to maintain the Direct Debit Mandate and such default is not corrected in the time permitted by the Consumer Credit Act 1974, the whole of the outstanding balance will become due and payable. If this sum is not paid in 7 days, **you** will be given written notice that this insurance will be cancelled from the date the instalment was due.

If this insurance is cancelled **we** will stop collecting **your** monthly premiums and **you** must advise **your** bank accordingly.

7 **Cancellation**

We may cancel this insurance or any part of it by giving 15 days notice by recorded delivery letter to the correspondence address shown in the **schedule**. **You** may cancel this insurance by giving written notice to **your** insurance intermediary.

8 **Disputes**

Where **we** have accepted a claim but there is disagreement over the amount to be paid, the dispute will be referred to a single arbitrator appointed by the president of the relevant national law society. The decision of the arbitrator will be final and binding.

We and **you** irrevocably and unconditionally agree to submit any other dispute relating to this insurance to the exclusive jurisdiction of the courts of England (or, if that is where **your** home is, Scotland).

9 **Acts of Parliament**

All acts of parliament referred to in this insurance are understood to include reference to equivalent legislation in Scotland, Northern Ireland, the Isle of Man and the Channel Islands.

GENERAL EXCLUSIONS

This insurance does not cover

- 1 any claim arising out of a **trip** which is intended, from the outset, to last more than 90 days or, in the case of winter sports, 17 days
- 2 any consequence of war, terrorism, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, confiscation, requisition or damage to property by or under the authority of any government, public or local authority other than claims under Section 1 - Overseas Medical and Other Expenses and Section 3 - Cancellation and Curtailment but not if the **trip**, at its outset, includes travel to areas publicly known to be affected or threatened by such conditions
- 3 travel undertaken by an **insured person** against the advice of the Foreign and Commonwealth Office or, if the **insured person** is already travelling outside the **United Kingdom** or the Channel Islands, any travel undertaken against the advice of any government or local authority in the country in which the **insured person** is already travelling or is intending to travel
- 4 any claim where compensation would be provided or, but for the existence of this insurance, would have been provided under any other insurance, contract or guarantee other than under Personal Cover Section 9 - Personal Accident
- 5 any loss, damage, expense, loss of profit, business interruption and any similar economic loss of any kind or legal liability directly or indirectly caused by, contributed to by or arising from
 - a ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the burning of nuclear fuel
 - b the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or its nuclear components
- 6 any claim in any way caused or contributed to by
 - a the failure of; or
 - b the fear of the failure of; or
 - c the inability ofany equipment or any computer program to recognise, interpret correctly or process any date as its true calendar date or to function correctly beyond that date. This exclusion does not apply to the following sections, Personal Cover, Section 1 - Overseas Medical and Other Expenses and Section 9 - Personal Accident and Pet Cover, Section A - Overseas Veterinary and Emergency Expenses.

CLAIMS STANDARDS

At Oak, **we** are proud of our commitment to a first class claims service and will provide every assistance to ensure that your claims are handled as smoothly and efficiently as possible and that you are kept fully informed at every stage of the process.

We, or on our behalf, Specialty Assist and GHG Limited will

- when you first make a non-emergency claim, respond to **you** within 2 working days
- explain what should happen and when, including how **your** insurance will operate and any action **you** may have to take
- explain why others such as doctors, consultants or specialist repatriation services will be involved in **your** claim and what their role will be
- tell you how your claim is progressing
- reply to your letters, faxes and e-mails within 3 working days
- explain how your claim will be settled, for example if payment will be made direct to a hospital or doctor
- in the unlikely event that **we** refuse all or part of **your** claim or offer **you** less than **you** have claimed, explain why
- once **your** claim is agreed, make any payments owing to **you** within 5 working days.

COMPLAINTS

We always aim to provide the highest service standards but, if we do not meet your expectations, please discuss the matter with your insurance intermediary. If you still have cause for complaint, please write to or telephone our Managing Director. He will acknowledge your complaint within 2 working days and respond fully within 10 working days. Please remember to quote your policy number.

Robert P Trott
Managing Director
Oak Underwriting plc
Cromwell Park
Chipping Norton
Oxfordshire OX7 5DF
Telephone: 01608 648100

If, after this action, you feel the matter has still not been resolved, you may refer your complaint to

The Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London E14 9SR
Telephone: 0845 080 1800
www.financial-ombudsman.org.uk

The use of these facilities does not affect your right to take legal action.

DATA PROTECTION

Your proposal form, on which this insurance is based, gave your agreement for your personal details and those of any other persons insured being passed to subscribing insurers and anyone acting on their behalf for underwriting, processing, administration and claims handling purposes. You may have the right of access to (and correction of) the information we hold. Should you wish to have such access, please write to:

The Compliance Officer, Oak Underwriting plc, Cromwell Park, Chipping Norton, Oxfordshire, OX7 5DF.

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