

Holiday Cancellation Insurance

Introduction

Thank you for choosing Allianz Insurance plc

Your Policy of insurance is made up of several parts which must be read together as they form your contract. Please take time to read all parts of this Policy to make sure that they meet your needs and that you understand the terms, exclusions and conditions. If you wish to change anything or if there is anything you do not understand, please let your insurance adviser or the Allianz office that issued your Policy know – adjustments can often be made and we will be pleased to help.

The parts of this Policy are:

- this introduction; the Policy Definitions; the Policy Exclusions and Policy Conditions, all of which apply to this Policy.
- the Schedule which shows your details, the cover provided and all Endorsements applied to this Policy while this Policy is in force.

Any word or expression in this Policy which is given a specific meaning under Policy Definitions has the same meaning wherever it appears in bold in this Policy. Allianz will cover the **Insured** in accordance with and subject to the terms of this Policy, in consideration of the payment to Allianz of the premium for the **Period of Insurance**.

Signed on behalf of Allianz.



Jonathan Dye
Chief Executive

Contents

Policy Definitions	Part 1
Cover Provided – Cancellation and Curtailment	Part 2
Policy Conditions	Part 3
Policy Exclusions	Part 4
Complaints Procedure	Part 5
Making a Claim	Part 6

Part 1 Policy Definitions

This part of the Policy lists definitions applicable to the Policy.

Accidental Bodily Injury

Bodily injury caused by:

- a** accidental violent external and visible means
- b** unavoidable exposure to the elements.

Close Relative

Spouse, common law spouse, mother, father, son, daughter, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law.

Contamination

Contamination or poisoning of people by nuclear and/or chemical and/or biological substances that cause illness and/or disablement and/or Death.

Holiday

The **Insured Persons'** holiday for the duration of the period shown in the holiday booking documents issued by the **Insured**.

Insured

The **Insured** named and shown in the schedule.

Insured Person

Those persons who have booked a holiday through the **Insured** for which cover is operative and who are ordinarily resident in the United Kingdom, Channel Islands and Isle of Man.

Insurer

Allianz Insurance plc.

Period of Insurance

The period of insurance shown in the schedule being the period during which this Policy remains valid.



Terrorism

An act including but not limited to the use of force or violence and/or the threat thereof of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological, ethnic or similar purposes or reasons including the intention to influence any government and/or to put the public or any section of the public in fear.

Transport and Accommodation Costs

Transport costs to or from the **Holiday** location if arranged by the accommodation provider or letting or booking agency and the total costs of the **Holiday** paid to the accommodation provider for the **Holiday** specified in the schedule.

Part 2

Cover Provided – Cancellation and Curtailment

The irrecoverable cost of alternative similar accommodation if the **Holiday** is disturbed by excessive noise, substantial loss of visual amenity or any other significant nuisance outside of the control of the accommodation provider or letting or booking agency rendering the accommodation unsuitable for holiday purposes, subject to:

- a a maximum payment of 150% of the invoice cost of the original booked accommodation
- b the disturbance not being in existence or a commencement date publicly announced at the time of booking the **Holiday**
- c the disturbance being confirmed as expected to exceed a 24 hour period
excluding
any claim solely arising from the failure by the accommodation provider and/or the letting/managing agency to properly maintain the **Holiday** accommodation.

The **Insurer** will reimburse the **Insured** or **Insured Person** for **Transport and Accommodation Costs** up to the sum insured stated in the schedule as a result of the **Holiday** being cancelled or curtailed due to:

- 1 Death, **Accidental Bodily Injury**, or illness of:
 - a the **Insured Person** and/or any person with whom he/she has arranged to travel or meet at the specified **Holiday** establishment
 - b any **close relative** or business associate of the **Insured Person** or of any person with whom he/she has arranged to travel or meet at the specified **Holiday** establishment.
- 2
 - a jury service
 - b witness call
 - c compulsory human quarantine on the instruction of the Government or any competent public authority
 - d unemployment through redundancy, after the date of booking and before the commencement date of the **Holiday**
 - e pregnancy
of the **Insured Person** and/or any person with whom he/she has arranged to travel or meet at the specified **Holiday** establishment, occurring during the **Period of Insurance**.

- 3 Fire, storm, flood, malicious damage or theft which is the subject of a business or home insurance claim and which occurs at the **Insured Person's** main residence or business premises within seven days before the commencement of the **Holiday** or at any time after the commencement of and during the **Holiday** which requires the presence of the **Insured Person**.
- 4 Occupational posting of which the **Insured Person** was unaware at the time of the booking of the **Holiday**.
- 5 Cancellation or curtailment of scheduled transport services due to strikes, riots, or civil commotion, but limited to the cost of alternative transport up to £100.00 for each **Insured Person** for the outward journey, and £100.00 for each **Insured Person** for the return journey.
- 6 Inability of the **Insured Person** to reach the specified **Holiday** establishment
 - a due to adverse weather conditions making the journey exceptionally hazardous or impossible
 - b due to road closure except where alternative routes are open
 - c upon the advice of the local Police provided that the **Insured Person** has taken all reasonable steps to reach the specified **Holiday** accommodation.

Part 3 Policy Conditions

This Part of the Policy provides details of all Conditions that apply to the Policy

1 Duty of Disclosure

All information supplied to the Insurer by or on behalf of the **Insured** or the **Insured Person** in connection with this Policy must be truthful and complete including any information supplied in relation to a claim.

2 Basis of Policy

The Policy and schedule shall be read together as one contract and words and expressions to which specific meanings have been attached in this Policy shall bear such specific meanings wherever they may appear. The Statement of Fact or Proposal Form and all other material information supplied by the **Insured** to the **Insurer** shall form the basis of this Policy.

3 Payment of Premium

The **Insured** must pay to the Insurer all premiums due to the **Insurer** together with all taxes due on the premiums.

4 Law Applicable to Contract

Unless the **Insurer** agrees otherwise:

- a the language of the Policy and all communications relating to it will be English; and
- b all aspects of the Policy including negotiation and performance are subject to English law and the decisions of English courts.

5 Claims conditions

No claim will be paid unless the **Insured** and where applicable the **Insured Person** complies strictly with these conditions:

- a The **Insured** or **Insured Person** must give notice to J L Morris (Insurance Brokers) Ltd as soon as possible and in any event within 30 days after the happening of any loss damage or occurrence which may result in a claim under this Policy.
- b The **Insured** or **Insured Person** must provide the **Insurer** with all information and evidence which the Insurer may reasonably require at no cost to the **Insurer**.
- c The **Insured** or **Insured Person** must at the **Insurer's** request provide a medical examination report in respect of any **Accidental Bodily Injury** where the **Insured** requires the Insurer to consider a claim under this Policy for which the Insurer will pay the cost of the medical examination fee.

6 Assignment

The **Insured** and the **Insured Person** must not assign any of the benefits under this Policy. The **Insurer** will not be bound to accept or be affected by any notice of trust, charge, lien or purported assignment or other dealing with or relating to this Policy.

7 Third Parties

Save as set out herein, a person or company who is not a party to this Policy has no rights under the Contracts (Rights of Third Parties) Act 1999 or any subsequent legislation to enforce any terms of this Policy but this does not affect any right or remedy of a third party which exists or is available apart from such act.

8 Insured's Cancellation Rights

The **Insured** has the right to cancel the Policy within fourteen days of the commencement of cover or the receipt of Policy documentation, whichever is the later (this period is referred to as the "cooling off" period). The **Insured** should exercise this right by contacting J L Morris (Insurance Brokers) Ltd at the address shown below. If the **Insured** does exercise their right to cancel during the "cooling off" period they will be entitled to a return of premium. If the **Insured** does not exercise their right to cancel during the "cooling off" period no premium will be refunded.

9 Insurer's Cancellation Rights

The **Insurer** may cancel this Policy by giving the **Insured** fourteen (14) days notice in writing sent to the **Insured's** last known address. The **Insured** may be entitled to a proportionate return of the premium in respect of the unexpired **Period of Insurance**.

Part 4 Policy Exclusions

This Part of the Policy provides details of all Exclusions applicable to the Policy

This insurance does not cover

- a disinclination to travel
- b failure of public or private transport services, other than due to strikes, riots, or civil commotion
- c suicide, attempted suicide, insanity, the influence of alcohol or the effect of drugs not taken in accordance with treatment prescribed and directed by a registered medical practitioner
- d booking a **Holiday** against the advice of a registered medical practitioner
- e unemployment through redundancy where impending notice of redundancy existed at the time of booking the **Holiday**
- f any loss which is otherwise insured by a travel insurance, or a travel insurance provided as a benefit by a credit card, or an annual travel insurance, whether part of a home insurance Policy or otherwise
- g any claim arising directly or indirectly from the failure or fear of failure of any computer program, to recognise or to correctly interpret or process any date as its true calendar date, or to continue to function correctly beyond that date
- h any claim directly or indirectly arising out of any nuclear, chemical or biological **Contamination** due to any act of **Terrorism**.

Part 5 Complaints

Our aim is to get it right, first time every time. If we make a mistake we will try and put it right promptly.

We will always confirm to you the receipt of your complaint within five working days and do our best to resolve the problem within four weeks. If we cannot we will let you know when an answer may be expected.

If we have not resolved the situation within eight weeks we will provide you with information about the Financial Ombudsman Service.

If you have a complaint, please contact our Customer Satisfaction Manager at:

Customer Satisfaction Manager
Allianz Insurance plc
57 Ladymead,
Guildford,
Surrey
GU1 1DB

Telephone number: 01483 552438

Fax Number: 01483 790538

Email: accsm@allianz.co.uk

Using our complaints procedure or referral to the Financial Ombudsman Service does not affect your legal rights.

Financial Services Compensation Scheme.

Allianz Insurance plc contributes to the Financial Services Compensation Scheme (FSCS).

You may be entitled to compensation from the FSCS if We are unable to meet Our liabilities. Further information about compensation scheme arrangements is available at www.fscs.org.uk, by emailing enquiries@fscs.org.uk or by phoning the FSCS on 0800 678 1100 or 0207 741 4100.

Part 6 Making a Claim

Claims under this Policy are handled by Claims Division

Allianz Insurance plc
500 Avebury Boulevard
Milton Keynes
MK9 2XX

Tel: 0845 071 0335
Fax: 01483 790 726
Lines are open from Monday to Friday.

All claims or incidents likely to give rise to a claim must be reported to:

J L Morris (Insurance Brokers) Ltd
Manor House
1 Macaulay Road
Broadstone
Dorset
BH18 8AS

Tel: 01202 642840
Fax: 01202 658815

who will provide the claim form you need to complete.

Data Protection Act

Allianz Insurance plc together with other companies within the Allianz SE group of companies ("Allianz") may use the personal and business details you have provided or which are supplied by third parties including any details of directors, officers, partners and employees (whose consent you must obtain) to:

- provide you with a quotation, deal with the associated administration of your policy and to handle claims;
- search credit reference, credit scoring and fraud agencies who may keep a record of the search;
- share with other insurance organisations to help offset risks, administer your policy, for statistical analysis, and to handle claims and prevent fraud;
- support the development of our business by including your details in customer surveys, for market research and business reviews which may be carried out by third parties acting on our behalf.

Allianz may need to collect and process data relating to individuals who may benefit from the policy ("Insured Persons"), which under the Data Protection Act is defined as sensitive (such as medical history of Insured Persons) for the purpose of evaluating the risk and/or administering claims which may occur. You must ensure that you have explicit verbal or written consent from the Insured Persons to such information being processed by Allianz and that this fact is made known to the Insured Persons.

If your policy provides Employers Liability cover information relating to your insurance policy will be provided to the Employers Liability Tracing Office (the "ELTO") and added to an electronic database, (the "Database") in a format set out by the Employer's Liability Insurance: Disclosure by Insurers Instrument 2010.

The Database assists individual consumer claimants who have suffered an employment related injury or disease arising out of their course of employment in the UK whilst working for employers carrying on, or who carried on, business in the UK and as a result are covered by the employers' liability insurance of their employers, (the "Claimants"):

- I. to identify which insurer (or insurers) was (or were) providing employers' liability cover during the relevant periods of employment; and
- II. to identify the relevant employers' liability insurance policies.

The Database and the data stored on it may be accessed and used by the Claimants, their appointed representatives, insurers with potential liability for UK commercial lines employers' liability insurance cover and any other persons or entities permitted by law.

The Database will be managed by the ELTO and further information can be found on the ELTO website www.elto.org.uk

Telephone calls may be recorded for our mutual protection, training and monitoring purposes.

Under the Data Protection Act 1998 individuals are entitled to request a copy of all the personal information Allianz Insurance plc holds about them. Please contact the Customer Satisfaction Manager, Allianz Insurance plc, 57 Ladymead, Guildford, Surrey, GU1 1DB.

Personal details may be transferred to countries outside the EEA. They will at all times be held securely and handled with the utmost care in accordance with all principles of English law.

By applying for and/or entering into this insurance policy you will be deemed to specifically consent to the use of your data and your insurance policy data in this way and for these purposes and that your directors, officers, partners, and employees have consented to our using their details in this way.