

Holiday Cancellation Insurance

Allianz Insurance plc



Introduction

Thank you for choosing Allianz.

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.

Andrew Torrance
Chief Executive

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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, 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 of 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 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 **Insured** and the total costs of the **Holiday** paid to the **Insured** for the **Holiday**.

Part 2 The Cover Provided Cancellation and Curtailment

The **Insurer** will reimburse the **Insured** for **Transport and Accommodation Costs** refunded to the **Insured Person** 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 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 periodexcluding
any claim solely arising from the failure by the accommodation provider and/or the letting/managing agency to properly maintain the **Holiday** accommodation

- 7 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** 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 Insurer's Cancellation Rights

The **Insurer** may cancel this Policy by giving the **Insured** fourteen 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 to 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.

Should you wish to make a complaint then it should be directed to the Customer Satisfaction Manager at the Allianz location shown in your Policy documentation or alternatively contact the Customer Satisfaction Manager at: Allianz Insurance plc, 57 Ladymead, Guildford, Surrey GU1 1DB. Tel: 01483 552438

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

Financial Services Compensation Scheme.

Allianz 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. For compulsory insurance you may be entitled to compensation up to 100% of the claim. For all other types of insurance you may be entitled to compensation of up to £2,000 for the first part of the claim and 90% of the remainder of the claim. Further information about compensation scheme arrangements is available from the FSCS.

Part 6 Making a Claim

Claims under this Policy are handled by A&H Claims Unit, Allianz Insurance plc PO Box 5525, Milton Keynes, Buckinghamshire MK9 2XR. Tel: 0845 0710 335.

Fax: 01483 790726.

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.