

# Holiday Cancellation Insurance

## Introduction

Thank you for choosing Allianz Insurance plc.

We are one of the largest general insurers in the UK and part of the Allianz Group, one of the world's foremost financial services providers.

With Allianz Insurance plc you can be confident that you're insured by a company which is relentless in its commitment to protecting and serving you. You can trust us to insure your business as we've been providing leading insurance solutions in the UK for over 100 years.

We work in partnership with your insurance adviser to ensure you receive the highest levels of product and service excellence. Our technical experts understand how best to protect you against the risks your business faces.

If you need to make a claim you will be in safe hands. Our professionally trained staff aim to treat you, as you would expect, both promptly and fairly. By listening to you, and understanding your needs, we will provide you with the most appropriate solutions to get your business trading again as quickly as possible.

## Important

Should you need further details or have any questions, your insurance adviser will be delighted to help.

This document provides details of your Policy and the terms and conditions that apply.

Please read it carefully and keep it in a safe place.

Your Policy is made up of several parts which must be read together as they form your contract of insurance with Allianz Insurance plc. Please take time to read all parts of the Policy to make sure they meet your needs and that you understand the terms, conditions and exclusions. If you wish to change anything or there is anything you do not understand, please let your insurance adviser know.

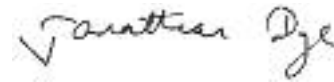
The parts of the Policy which form your contract of insurance with Allianz Insurance plc are:

- this Introduction
- the proposal, presentation of the risk, or any other information supplied by you or on your behalf
- the Policy Definitions, the Cover Provided, the Policy Conditions and the Policy Exclusions, all of which apply
- the Schedule, which shows your details, the cover provided and all clauses applied to the Policy while the Policy is in force.

Any word or expression in the Policy which has a specific meaning has the same meaning wherever it appears in the Policy, unless stated otherwise.

In consideration of payment of the premium for the **Period of Insurance** the **Insurer** will indemnify or otherwise compensate the **Insured** in accordance with and subject to the terms of the Policy.

Signed on behalf of Allianz Insurance plc.



Jonathan Dye  
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, 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.

### 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 for each **Insured Person** for the outward journey, and £100 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 Fair Presentation of the Risk

- a** The **Insured** must make a fair presentation of the risk to the **Insurer** at inception, renewal and variation of the Policy.
- b** The **Insurer** may avoid the Policy and refuse to pay any claims where any failure to make a fair presentation is:
  - i** deliberate or reckless; or
  - ii** of such other nature that, if the **Insured** had made a fair presentation, the **Insurer** would not have issued the Policy.

The **Insurer** will return the premium paid by the **Insured** unless the failure to make a fair presentation is deliberate or reckless.

- c** If the **Insurer** would have issued the Policy on different terms had the **Insured** made a fair presentation, the **Insurer** will not avoid the Policy (except where the failure is deliberate or reckless) but the **Insurer** may instead:
  - i** reduce proportionately the amount paid or payable on any claim, the proportion for which the **Insurer** is liable being calculated by comparing the premium actually charged as a percentage of the premium which the **Insurer** would have charged had the **Insured** made a fair presentation; and/or
  - ii** treat the Policy as if it had included such additional terms (other than those requiring payment of premium) as the **Insurer** would have imposed had the **Insured** made a fair presentation.

For the purposes of this condition references to:

- a** avoiding a Policy means treating the Policy as if it had not existed from the inception date (where the failure to make a fair presentation of the risk occurs before or at the inception of the Policy), the renewal date (where the failure occurs at renewal of the Policy), or the variation date (where the failure occurs when the Policy is varied);
- b** refunds of premium should be treated as refunds of premium back to the inception date, renewal date or variation date as the context requires;
- c** issuing a Policy should be treated as references to issuing the Policy at inception, renewing or varying the Policy as the context requires;
- d** premium should be treated as the premium payable for the particular contract of insurance which is subject to this condition (where there is more than one contract of insurance).

### 2 Misrepresentation of facts relevant to an Insured Person

If a claim is made under this Policy, the **Insurer** will not invoke the remedies which might otherwise have been available to it under Policy Condition 1. Fair Presentation of the Risk as against the **Insured**, if the failure to make a fair presentation of the risk concerns only facts or information which relate to a particular **Insured Person**. If the **Insured Person** concerned or the **Insured** on their behalf makes a careless misrepresentation of facts, the **Insurer** may invoke the remedies available to it under Policy Condition 1 as against that **Insured Person** only, as if a separate insurance contract had been issued to such person, leaving the remainder of the Policy unaffected.

### 3 Fraud

If the **Insured** or anyone acting on the **Insured's** behalf:

- a** makes any false or fraudulent claim;
- b** makes any exaggerated claim;
- c** supports a claim by false or fraudulent documents, devices or statements (whether or not the claim is itself genuine);
- d** makes a claim for loss or damage which the **Insured** or anyone acting on the **Insured's** behalf deliberately caused, the **Insurer** will:
  - i** refuse to pay the whole of the claim; and
  - ii** recover from the **Insured** any sums that it has already paid in respect of the claim.

The **Insurer** may also notify the **Insured** that it will be treating the Policy as having terminated with effect from the date of the earliest of any of the acts set out in sub-clauses **a – d** above.

In that event, the **Insured** will:

- a** have no cover under the Policy from the date of the termination; and
- b** not be entitled to any refund of premium.

### 4 Fraudulent Claims

If any fraud to which Policy Condition 3 relates is perpetrated by or on behalf of an **Insured Person** (and not on behalf of the **Insured**), Policy Condition 3 should be read as if it applies only to that **Insured Person's** claim and references to the Policy should be read as if they were references to the cover effected for that person alone and not to the Policy as a whole.

### 5 Payment of Premium

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

### 6 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.

### 7 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.

## 8 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.

## 9 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.

## 10 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.

## 11 Insurer's Cancellation Rights

The **Insurer** may cancel this Policy by giving the **Insured** thirty (30) days notice in writing sent to the **Insured's** last known address. Provided the premium has been paid in full and no claim has been made during the **Period of Insurance**, the **Insured** shall be entitled to a proportionate rebate of premium in respect of the unexpired period of the 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 you have a complaint we will try to resolve it straight away but if we are unable to we will confirm we have received 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 issue you with information about the Financial Ombudsman Service (FOS) which offers a free, independent complaint resolution 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: [accdsm@allianz.co.uk](mailto:accdsm@allianz.co.uk)

**You have the right to refer your complaint to the Financial Ombudsman, free of charge – but you must do so within six months of the date of the final response letter.**

If you do not refer your complaint in time, the Ombudsman will not have our permission to consider your complaint and so will only be able to do so in very limited circumstances. For example, if the Ombudsman believes that the delay was as a result of exceptional circumstances.

The Financial Ombudsman Service  
Exchange Tower, London E14 9SR

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)  
Telephone: 0800 023 4567 or 0300 123 9123  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Using our complaints procedure or contacting the FOS does not affect your legal rights.

The European Commission has an online dispute resolution service for consumers who have a complaint about a product or service bought online. If you choose to submit your complaint this way it will be forwarded to the Financial Ombudsman Service.

Visit <https://ec.europa.eu/odr> to access the Online Dispute Resolution Service. Please quote our e-mail address: [accdsm@allianz.co.uk](mailto:accdsm@allianz.co.uk)

Alternatively, you can contact the Financial Ombudsman Service directly.

### Financial Services Compensation Scheme.

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

The **Insured** may be entitled to compensation from the FSCS if the **Insurer** is unable to meet its liabilities. Further information about compensation scheme arrangements is available at [www.fscs.org.uk](http://www.fscs.org.uk), by emailing [enquiries@fscs.org.uk](mailto: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

Allianz Claims  
PO Box 10509  
51 Saffron Road  
Wigston  
LE18 9FP

Tel: 0344 893 9500

Fax: 01483 790 726

Lines are open from 9am to 5pm Monday to Friday. Outside our normal opening hours contact us on our 24 hour claim notification line – Tel: 0345 604 9824

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.

# Fair Processing Notice – how we use personal information

## 1. Who we are

When **we** refer to “**we**”, “**us**” and “**our**” in this notice it means Allianz Insurance plc or Allianz Engineering Inspection Services Limited.

When **we** say, “**individuals**” in this notice, **we** mean anyone whose personal information **we** may collect, including:

- anyone seeking an insurance quote from **us** or whose details are provided during the quotation process
- policyholders and anyone named on or covered by the policy
- anyone who may benefit from or be directly involved in the policy or a claim, including claimants and witnesses.

## 2. How we use personal information

**We** use personal information in the following ways:

- to provide quotes, administer policies and policyholder claims to fulfil **our** contract
- to administer third party claims and prevent financial crime to meet **our** legal obligations
- to manage **our** business and conduct market research to meet the legitimate needs of **our** business
- to send marketing information about **our** products and services if **we** have received specific consent.

There is no obligation to provide **us** with personal information, but **we** cannot provide **our** products and services without it.

**Anyone whose personal information we hold has the right to object to us using it.**

**They can do this at any time by telling us and we will consider the request and either stop using their personal information or explain why we are not able to.**

**Further details can be found below.**

## 3. Automated decision making, including profiling

**We** may use automated decision making, including profiling, to assess insurance risks and administer policies. This helps **us** decide whether to offer insurance, determine prices and validate claims.

Anyone subject to an automated decision has the right to object to it. To do so they should contact **us** by emailing **us** at [accasm@allianz.co.uk](mailto:accasm@allianz.co.uk) and **we** will review the decision.

## 4. The personal information we collect

**We** collect the following types of personal information so **we** can complete the activities in section 2, “How **we** use personal information”:

- basic personal details such as name, age, address and gender
- family, lifestyle and social circumstances, such as marital status, dependants and employment type

- financial details such as direct debit or payment card information
- photographs and/or video to help **us** manage policies and assess claims
- tracking and location information if it is relevant to the insurance policy or claim
- identification checks and background insurance risk details including previous claims information
- medical information if it is relevant to the insurance policy or claim
- criminal convictions if it is relevant to the insurance policy or claim
- accessibility details if **we** need to make reasonable adjustments to help
- business activities such as goods and services offered.

## 5. Where we collect personal information

Direct from **individuals**, their representatives or information they have made public, for example, on social media.

From other persons or organisations, for example:

- credit reference and/or fraud prevention agencies
- emergency services, law enforcement agencies, medical and legal practices
- insurance industry registers and databases used to detect and prevent insurance fraud, for example, the Motor Insurance Database (MID), the Motor Insurers Anti-Fraud and Theft Register (MIAFTR) and the Claims and Underwriting Exchange (CUE)
- insurance investigators and claims service providers
- other insurers or service providers who underwrite the insurance or provide the services for **our** products
- other involved parties, for example, claimants or witnesses.

## 6. Sharing personal information

**We** may share personal information with:

- other companies within the global Allianz Group [www.allianz.com](http://www.allianz.com)
- credit reference, fraud prevention and other agencies that carry out certain activities on **our** behalf, for example, the Motor Insurance Database (MID), the Insurance Fraud Bureau (IFB) and marketing agencies if agreed
- **our** approved suppliers to help deal with claims or provide **our** benefit services, for example, vehicle repairers, legal advisors and loss adjusters
- other insurers, third party underwriters, reinsurers, insurance intermediaries, regulators, law enforcement and the Financial Ombudsman Service (FOS); and other companies that provide services to **us** or you, for example, the Employers Liability Tracing Office (ELTO) and the Claims and Underwriting Exchange (CUE)
- prospective buyers in the event that **we** wish to sell all or part of **our** business.



## 7. Transferring personal information outside the UK

**We** use servers located in the European Union (EU) to store personal information where it is protected by laws equivalent to those in the UK. **We** may transfer personal information to other members of the global Allianz Group to manage the insurance policy or claim; this could be inside or outside the EU. **We** have Binding Corporate Rules (BCR's) which are **our** commitment to the same high level of protection for personal information regardless of where it is processed. These rules align with those required by the European Information Protection authorities. For more information about BCR's, contact **our** Data Protection Officer.

Some of **our** suppliers have servers outside the EU. **Our** contracts with these suppliers require them to provide equivalent levels of protection for personal information.

## 8. How long we keep personal information

**We** keep information only for as long as **we** need it to administer the policy, manage **our** business or as required by law or contract.

## 9. Know your rights

Any **individual** whose personal information **we** hold has the right to:

- object to **us** processing it. **We** will either agree to stop processing or explain why **we** are unable to (the right to object)
- ask for a copy of their personal information **we** hold, subject to certain exemptions (a data subject access request)
- ask **us** to update or correct their personal information to ensure its accuracy (the right of rectification)
- ask **us** to delete their personal information from **our** records if it is no longer needed for the original purpose (the right to be forgotten)
- ask **us** to restrict the processing of their personal information in certain circumstances (the right of restriction)
- ask for a copy of their personal information, so it can be used for their own purposes (the right to data portability)
- complain if they feel their personal information has been mishandled. **We** encourage **individuals** to come to **us** in the first instance but they are entitled to complain directly to the Information Commissioner's Office (ICO) [www.ico.org.uk](http://www.ico.org.uk)
- ask **us**, at any time, to stop processing their personal information, if the processing is based only on **individual** consent (the right to withdraw consent).

**If you wish to exercise any of these rights please contact our Customer Satisfaction Manager:**

Address: Customer Satisfaction Manager, Allianz,  
57 Ladymead, Guildford, Surrey, GU1 1DB

Email: [accsm@allianz.co.uk](mailto:accsm@allianz.co.uk)

Phone: 01483 552438

## 10. Allianz (UK) Group Data Protection Officer Contact details

Allianz Insurance plc and Allianz Engineering Inspection Services Limited are companies within the Allianz Holdings.

Any queries about how **we** use personal information should be addressed to **our** Data Protection Officer:

Address: Data Protection Officer, Allianz,  
57 Ladymead, Guildford, Surrey GU1 1DB

Email: [dataprotectionofficer@allianz.co.uk](mailto:dataprotectionofficer@allianz.co.uk)

Phone: 0330 102 1837

## Changes to our Fair Processing Notice

Occasionally it may be necessary to make changes to this fair processing notice. When that happens **we** will provide an updated version at the earliest opportunity. The most recent version will always be available on **our** website [www.allianz.co.uk](http://www.allianz.co.uk)

## Consent for Special Categories of Personal Data

The global Allianz Group may need to collect and process data relating to **individuals** who may benefit from the policy ("Insured Persons"), which falls within the special categories of personal data under Data Protection Legislation, for example, medical history or convictions 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 the global Allianz Group and that this fact is made known to the Insured Persons.

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

