

**GLOBAL TRAVEL INSURANCE**

Amelia House, Crescent Road, Worthing, BN11 1RL.

Tel 01903 203933 Fax 01903 211106

Email info@globaltravelinsurance.co.uk

H A Adnams | holiday lettings
part of **DURRANTS**

This policy is a CONTRACT OF INSURANCE arranged for the Travel Firm **George Durrant & Sons Ltd t/a H A Adnams** by Global Travel Insurance Services Ltd who are authorised and regulated by the Financial Services Authority and whose status can be checked on the FSA Register by visiting www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.

Please contact Global Travel Insurance Services Ltd if **You** have any queries regarding the cover provided by this insurance.

This document contains details of the cover, conditions and exclusions relating to each **Insured Person** in respect of whom a premium has been paid and is the basis on which all claims will be settled. It is validated by the issue of a booking confirmation by **George Durrant & Sons Ltd t/a H A Adnams** upon which the premium paid is stated and is valid in respect of departures up to **31/12/2010**.

In return for having accepted **Your** premium **We** will in the event of injury, death, illness, disease, loss, theft, damage, legal liability or other events happening within the **Period of Insurance** provide insurance in accordance with the operative sections of **Your** policy. This insurance is not transferable.

This insurance is underwritten by AXA Insurance UK plc. Registered in England No. 78950. Registered address: 5 Old Broad Street, London EC2N 1AD. AXA Insurance UK plc is authorised and regulated by the Financial Services Authority.

Financial Services Compensation Scheme (FSCS) AXA Insurance is covered by the FSCS, which is triggered when an authorised firm goes out of business. In this unlikely event **You** may be entitled to compensation from the scheme. Compensation under the scheme for:

Compulsory Insurance is covered in full. Non-compulsory insurance is protected in full for the first £2,000 and 90% of any amount above this threshold. Full details are available at www.FSCS.org.uk

CANCELLATION RIGHTS**Statutory Cancellation Rights**

You may cancel this policy within 14 days of receipt of the policy documents (the cancellation period) by writing to Global Travel Insurance Services Ltd during the cancellation period and returning the insurance documents with a copy of **Your** booking confirmation issued by the Travel Company. Any premium already paid will be refunded to **You** providing **You** have not travelled, no claim has been made or is intended to be made and no incident likely to give rise to a claim has occurred.

Cancellation Outside The Statutory Period

You may cancel this policy at any time after the cancellation period by writing to Global Travel Insurance Services Ltd. If **You** cancel after the cancellation period no premium refund will be made.

We reserve the right to cancel the policy by providing 21 days notice by registered post to **Your** last known address. No refund of premium will be made.

Non Payment Of Premiums

We reserve the right to cancel this policy immediately in the event of non payment of the premium.

SPECIAL CONDITIONS

There is no requirement for **You** to disclose any pre existing health conditions. In place of a "health screening system" **We** have introduced for all Insured Persons the following conditions. **You** must also refer to the Exclusions in Section 1.

1. No **Trip** is booked or undertaken against medical advice or for the purpose of obtaining medical treatment.
2. **You** are not aware of any reason why the **Trip** may be cancelled or curtailed for which **You** have not written to **Us** for advice.
3. If **You** have a medical condition, **You** must obtain at least verbal confirmation from **Your** usual General **Medical Practitioner** that there is no reason why **You** should not travel.
4. If, prior to the date of booking of any **Trip**, **You** (or any person upon whose health the **Trip** depends) already suffer from or have a medical history of any of the following medical conditions and have to make a claim under Section 1 for the same general condition, an excess of £50 applies.

Cardiac, Circulatory, Cerebrovascular, Congenital, Thrombosis, Respiratory, Pulmonary, Renal, Urinogenital, Gynaecological, Hepatic, Gastrointestinal, Colonic, Digestive, Neurological, Diabetic, Metabolic, Thyrotropic, Orthopaedic, Rheumatic, Arthritic, Carcinomatous.

MAKING A CLAIM

In the event of a claim **You** must give written notice as soon as practicable (see General Condition 1). Make sure that **You** have read **Your** policy in full and understand what **We** will and will not pay for under each Section. If **You** feel that **You** have a valid claim under **Your** travel insurance, **You** must ask **Us** for a claim form and tell **Us** under which Section of the policy **You** think that the claim can be made. **You** may do this in writing, by telephone or email – **Our** contact details are clearly stated below. **We** will then be able to supply **You** with the appropriate form.

Towergate Chase Parkinson, P O Box 416, West Byfleet, Surrey KT14 7LF
Tel 0870 906 3144 Fax 0870 906 3149 Email chaseparkinson@towergate.co.uk

DO NOT FORWARD ANY DOCUMENTS UNTIL YOU SUBMIT THE COMPLETED CLAIM FORM

COMPLAINTS PROCEDURE

We hope **You** will be pleased with the service **We** provide. However, if **You** have a complaint about a claim, or about **Our** claim service, please write to the Managing Director, Towergate Chase Parkinson, Towergate House, P O Box 416, West Byfleet, Surrey KT14 7LF.

If **You** have a complaint about the sale of this insurance **You** must first write to the Managing Director of Global Travel Insurance Services Ltd. Amelia House, Crescent Road, Worthing, BN11 1RL.

If **You** are still not satisfied, please write to Head of Customer Care, AXA Insurance UK plc, Civic Drive, Ipswich, IP1 2AN Tel 01473 205926 Fax 01473 205101 Email customercare@axa-insurance.co.uk.

If **You** remain unhappy with the response **You** have received, **You** may refer the matter to the Financial Ombudsman Service (FOS) whose address is South Quay Plaza, 183 Marsh Wall, London E14 9SR Tel 020 7964 0500.

DEFINITIONS

Wherever the following words and phrases appear in the policy they will always have these meanings:

Us/We/Our – AXA Insurance UK plc. (Registered Office) 5 Old Broad Street, London, EC2N 1AD. Registered in England No. 78950.

Insured Person/You/Your/Yourself - Each person up to the age of 90 years for whom an insurance premium has been paid and is named on the booking confirmation issued by the Travel Company named above.

Business Associate - Any person whose absence from the business for one or more complete days at the same time as **Your** absence prevents the effective continuation of that business.

Close Relative - The husband, wife, parent, parent-in-law, child, son-in-law, daughter-in-law, grandparent, grandchild, brother, sister, fiancé(e) or partner.

Home - **Your** normal place of residence in the United Kingdom, Channel Islands or Isle of Man.

Medical Practitioner - A registered practicing member of the medical profession who is not related to **You** or any person with whom **You** are travelling.

Period of Insurance - Under Section 1a Cancellation, insurance is effective from the date of issue of the policy and terminates on commencement of the planned **Trip**. In respect of Curtailment and all other Sections insurance commences when **You** leave **Your Home** or place of business (whichever is the later) to commence the **Trip** until the time of return to **Your Home** or place of business (whichever is the earlier) on completion of the **Trip**. In any event not to commence more than 24 hours prior to booked departure time or cease more than 24 hours after booked return to the United Kingdom. Cover is only available for the whole duration of the pre-booked single round **Trip**. Cover cannot be effected once a **Trip** has commenced. If due to unforeseen reasons beyond **Your** control the **Trip** cannot be completed within the **Period of Insurance**, cover will be extended for up to a maximum of 30 days at no extra cost. Application must be made to **Us** for any other extension. Such extension will become effective only upon acceptance by **Us** and the receipt of the appropriate additional premium. In the event of Curtailment by early return **Home**, all cover will cease on **Your** arrival in the United Kingdom.

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 organisations(s) or governments, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

Trip - any holiday, business or pleasure trip or journey of up to 122 days duration made by **You** which begins and ends in the United Kingdom during the **Period of Insurance** but excluding one way trips or journeys.

Valuables - Jewellery, furs, watches, articles made of or containing precious metals or stones, hearing aids, sports or leisure equipment, musical instruments, binoculars, electronic games, portable satellite navigation systems, audio, video, photographic equipment including any ancillary equipment or accessories all owned by **You**.

SECTION 1 - CANCELLATION & CURTAILMENT
Limit £2,000 each Booking

We will reimburse **You** in respect of:

(a) irrecoverable deposits or charges paid in advance or contracted to be paid for travel and accommodation not used by **You**, as a direct result of the **Trip** being necessarily and unavoidably cancelled owing to:

- (1) **Your** death, injury or illness or that of **Your** spouse/partner.
- (2) the death, serious injury or serious illness of
 - (i) any **Close Relative** of **You** or
 - (ii) a **Business Associate** of **You** or
 - (iii) a person with whom **You** had planned to travel or
 - (iv) any person with whom **You** had arranged temporarily to reside with during **Your Trip**.
- (3) **You** or any person with whom **You** had planned to travel being subject to jury service, attendance as a witness at a Court of Law (other than in the line of duty), compulsory quarantine, or being made redundant (provided that **You** or that person is under 65 and has been employed on a continuous full time basis with the same employer for at least two years)
- (4) fire, theft, storm or flood occurring at **Your Home**, when **You** are requested to remain by the Fire/Police Authorities all occurring after the insurance has been effected and before the commencement of the **Trip**.

Conditions

1. If **You** cancel the **Trip** due to:

- a. stress, anxiety, depression or any other mental or nervous disorder that **You** are suffering from **You** must provide a medical certificate from a consultant specialising in the relevant field or
 - b. any other injury or illness **You** must provide a medical certificate from a **Medical Practitioner** stating that this necessarily and reasonably prevented **You** from travelling.
2. The Travel Company must be immediately notified in writing.
3. **We** will not be liable for increased charges incurred as a result of any delay or failure in notifying the Travel Company.

(b) **You** prepaid accommodation expenses for the **Trip** which **You** do not use, including additional reasonable travelling expenses if **You** have to curtail **Your Trip** and return **Home** as a result of:

- (1) **Your** death, serious injury or serious illness (occurring during the **Trip**) or that of any person with whom **You** are travelling or any **Close Relative** or **Business Associate** of **Yours** resident in the United Kingdom
- (2) fire, theft, storm or flood occurring at **Your Home** when **You** are requested to return by the Fire/Police Authorities.

Please note: that Curtailment claims will be calculated from the day **You** return **Home** or **You** are hospitalised as an in-patient. **Your** claim will be based solely on the number of complete nights accommodation lost. In respect of travel expenses, **We** will pay for any reasonable additional costs but not for the loss of **Your** pre-booked arrangements.

Conditions

1. Where curtailment is due to **Your** serious injury or serious illness, a certificate must be obtained from the treating **Medical Practitioner** confirming the necessity to return to **Your Home**, or appropriate medical facility.

Exclusions

1. **We** will not pay for claims arising directly or indirectly from the following circumstances existing on the date of applying for this insurance:

- (a) Where **You** (or any person upon whose health the **Trip** depends) are undergoing tests for the presence of a medical condition receiving or on a waiting list for or have knowledge of the need for treatment at a hospital or nursing home.
 - (b) From any terminal illness suffered by **You** (or any person upon whose health the **Trip** depends).
 - (c) From any medical condition for which **You** (or any person upon whose health the **Trip** depends) have within 12 months prior to the date of issue of this insurance been diagnosed with a medical condition or have been admitted or undergone a procedure/ intervention in a hospital.
2. **We** will not pay for claims arising directly or indirectly from the following circumstances:
- (a) Where **You** travel against any health requirements stipulated by the Carrier, their handling agents or any other public transport provider.
 - (b) If **You** are travelling against the advice of a **Medical Practitioner**.
 - (c) Any surgery, treatment or investigations for which **You** intend to travel outside of the United Kingdom to receive (including any expenses incurred due to the discovery of other medical conditions during and/or complications arising from these procedures).
 - (d) From the cost of returning to the original destination to complete the **Trip** originally planned and increased expenses related to further accommodation there.

Excess

There is no excess other than that required by Special Condition 4.

GENERAL CONDITIONS

You must comply with the following Conditions to have the full protection of **Your** policy. If **You** do not comply with them, **We** may at **Our** option cancel the policy or refuse to deal with **Your** claim or reduce the amount of any claim payment.

1. On the happening of any illness, injury, loss or damage, **You** must at **Your** own expense:
 - (a) give **Us** full details in writing without delay after any event which could lead to a claim under this policy
 - (b) take all reasonable precautions to prevent further illness, injury, loss or damage
 - (c) immediately inform the police of any loss or theft of Personal Luggage, Personal Money or **Valuables** and obtain a written report
 - (d) supply all reports, certificates, information, evidence and assistance as may be required by **Us**
 - (e) send to **Us** any writ, summons or other legal document served on **You** and must not answer any correspondence without **Our** written consent
2. **We** shall be entitled
 - a. to negotiate, defend or settle in **Your** name and on **Your** behalf any claim made against **You**
 - b. to prosecute in **Your** name for **Our** benefit any claim against any person in respect of any amount paid or payable under this policy.
3. **You** shall as often as required submit to medical examination at **Our** expense in connection with any claim under Sections 1, 2 or 3 and in the event of **Your** death, **We** shall have the right to a post mortem at **Our** own expense.
4. All damaged property must be retained for inspection, becoming **Our** property upon settlement of the claim.
2. **You** and **We** are free to choose the laws applicable to this policy. As **We** are based in England, **We** propose to apply the

laws of England and Wales and by purchasing this policy **You** have agreed to this.

3. If at the time of any incident which results in a claim under this policy, there is another insurance covering the same loss, damage, expense or liability **We** will not pay more than **Our** proportional share (not applicable to Section 2 - Personal Accident).
4. **You** must not act in a fraudulent manner. If **You** or anyone acting for **You**
 - a. Make a claim under the policy knowing the claim to be false or fraudulently exaggerated in any respect; or
 - b. Make a statement in support of a claim knowing the statement to be false in any respect; or
 - c. Submit a document in support of a claim knowing the document to be forged or false in any respect; or
 - d. Make a claim in respect of any loss or damage caused by **Your** wilful act or with **Your** connivance

Then

- ii. **We** shall not pay the claim
- iii. **We** shall not pay any other claim which has been or will be made under the policy
- iv. **We** may at **Our** option declare the policy void
- v. **We** shall be entitled to recover from **You** the amount of any claim already paid under the policy.
- vi. **We** shall not make any return of premium
- vii. **We** may increase the police of the circumstances.

GENERAL EXCLUSIONS

This policy excludes:

1. Claims directly or indirectly arising from:
 - (i) **Your** engaging in:
 - (a) parachuting, aerial activities, aeronautics or aviation other than as a fare paying passenger in a licensed passenger aircraft
 - (b) winter sports of any kind, motorcycling, yachting outside coastal waters (which are defined as being within sight of land), motor competitions, aqualung diving, any form of combat, climbing necessitating the use of ropes or guides, polo, pot-holing, riding in or on any boat designed to travel at a speed in excess of 30 knots, crewing a vessel from one country to another, water ski-jumping and tricks, racing other than on foot, show jumping and any other sport or pastime of a comparably hazardous nature
 - (c) work of any kind undertaken during the **Trip** other than clerical, managerial or commercial duties
 - (d) association or rugby football or any professional sports
 - (e) taking part in expeditions or treks other than where sold as Connected Travel Insurance by the Travel Firm named herein where such activity is the main purpose of the **Trip**.
 - (ii) **Your**:
 - (a) suicide or attempted suicide
 - (b) being affected (i) (temporarily or otherwise) by alcohol drug(s) or any illegal substance (ii) by any sexually transmitted disease or condition
 - (c) wilfully self inflicted injury or wilful exposure to danger, except in an attempt to save human life
2. Loss (whether arising directly or otherwise), bodily injury, damage or liability resulting or arising from or directly or indirectly caused or contributed to by:
 - i. Ionising radiations or contamination by radioactivity from any nuclear fuel or from waste from the combustion or nuclear fuel

- ii. The radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
 - iii. Detention or confiscation or requisition by any Government or Public or Local Authority
 - iv. Pressure waves caused by aircraft or other aerial devices
 - v. War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, **Terrorism**, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power but this exclusion shall not apply to losses under Section 3 - Medical Expenses unless such losses are caused by nuclear, chemical or biological attack, or the disturbances were already taking place at the beginning of any **Trip**.
3. In respect of all Sections other than Sections 2, 3 and 4, **We** shall not be liable for any loss, injury, damage, illness, death or legal liability arising directly or indirectly from, or consisting of, the following: The failure or fear of failure or inability of any equipment or any computer program, whether or not **You** own it, to recognise or to correctly interpret or process any date as its true calendar date, or to continue to function correctly beyond that date.
 2. This policy does not cover any person who is not normally resident in the United Kingdom.
 3. Consequential loss - Unless **We** provide cover under this insurance, any other loss, damage or additional expense following on from the event for which **You** are claiming. Examples of such loss, damage or additional expense would be the cost of replacing locks after losing keys, costs incurred in preparing a claim or loss of earnings following bodily injury or illness.
 4. Bankruptcy/liquidation of any tour operator, travel agent, transportation company or accommodation supplier.
 5. Travelling to countries or regions where the Travel Advice Unit of the Foreign & Commonwealth Office or the World Health Organisation has advised against travel.
 6. Any refund or return of premium other than as required by the Cancellation Rights as detailed in this policy.