

WISHPOOL LIMITED

HOLIDAY CANCELLATION PLAN

HOLIDAY CANCELLATION PLAN specially arranged through
WISHPOOL LIMITED
C/o Tencreek Holiday Park, Polperro Road, Looe, Cornwall PL13 2JR

This document is a HOLIDAY CANCELLATION PLAN. It contains details of the cover, conditions and exclusions relating to each Booked Person and is the basis on which all claims will be settled. In consideration of the payment of the required premium Wishpool Limited hereby agree to pay or indemnify the Booked Person or his/her personal representative as follows; subject to the terms and conditions set out below.

MONEY BACK GUARANTEE: We must draw your attention to a number of important features of this plan. PLEASE READ THESE FEATURES AND THE WHOLE OF THIS DOCUMENT CAREFULLY. If the Holiday Cancellation Plan does not meet your requirements please return it to Wishpool Limited within 7 days of issue but before departure date. Provided no claim has been made your premium will be refunded in full.

IMPORTANT FEATURES:

Holiday Cancellation Plan: this contains full details of the cover provided plus the conditions and exclusions which apply to it. **You must read the cancellation plan carefully.**

Conditions and Exclusions: There are conditions and exclusions which apply to the whole plan.

Fraudulent Claims: the making of fraudulent claim is a criminal offence.

Health: the plan contains conditions relating to the health of the people travelling and others upon whose well being the trip may depend. It may be that you are required to disclose the condition of such people prior to cover being issued and you must be aware that failure to disclose such matters will prejudice your position in the event of a claim.

Limits: this plan has limits on the amount Wishpool will pay under that section.

Excesses: claims under the plan will be subject to an excess. Where there is no excess, you will be responsible for paying the first part of a claim.

Reasonable Care: you are required to take all reasonable care to protect yourself and your property and to act as though you do not have a Holiday Cancellation Plan.

“Cooling Off” Period: the plan contains a “cooling off” period which allows you to return it and obtain a full refund if you have justifiable reason to be dissatisfied with the cover provided.

Hazardous Holiday Activities: the plan may not cover you when you take part in certain hazardous activities e.g: scuba diving. If you want cover for such activities you may need to arrange a specialist insurance policy.

UK Law allows the parties to choose the law applicable to the contract. The contract will be subject to English Law unless otherwise agreed.

SUMMARY OF COVER PER BOOKED PERSON

(Please see overleaf for full details of cover and limitations)

MANDATORY

Section 1 Cancellation and Curtailment

Up to the Final invoice cost

£30 Excess

HEALTH CONDITIONS AND MATERIAL FACTS

1. Whilst this Insurance is not subject to a health warranty, Wishpool Ltd, shall not be liable for claims WHERE AT THE TIME OF TAKING OUT THIS PLAN:
 - (a) The Insured Person is aware of any medical condition or set of circumstances which could reasonably be expected to give rise to a claim.
 - (b) Any person whose condition gives rise to a claim:
 - (i) has during the twelve months prior to taking out this Plan suffered from any chronic and/or recurring illness of a serious nature which has necessitated consultation or treatment unless declared to and accepted by Wishpool Ltd or
 - (ii) is suffering from any previously diagnosed psychiatric disorder; or
 - (iii) is receiving, or on a waiting list for in-patient treatment in a hospital or nursing home; or
 - (iv) is expected to give birth before or within eight weeks of the date of arrival home; or
 - (v) is travelling against the advice of a Medical Practitioner or for the purpose of obtaining medical treatment; or
 - (vi) has been given a terminal prognosis
2. All material facts must be disclosed to Wishpool Ltd. Failure to do so may affect your rights under the Plan. A material fact is a fact likely to influence Wishpool Ltd in the acceptance or assessment of the Plan (for example, your own state of health or that of a close relative). If you are in any doubt as to whether a fact is ‘material’ then for your own protection it should be disclosed.

PERIOD OF THE HOLIDAY CANCELLATION PLAN

This Holiday Cancellation Plan is effective from the date of issue of the Plan and terminates on commencement of the planned holiday/journey.

LOSS OF DEPOSIT, CANCELLATION & CURTAILMENT

To pay up to the final invoice cost in all each booked Person in respect of reimbursement for the benefit of the Booked Person only, of deposits paid and forfeited and further payments due under the terms of the holiday booking if the holiday is necessarily and unavoidably cancelled or curtailed due to:

1. The death, injury or illness of
 - (a) The Booked Person; or
 - (b) The person with whom the Booked Person is travelling or had arranged to travel; or
 - (c) The spouse, parent, parent-in-law, grandparent, child, grandchild, brother, sister, fiancé(e) or close business colleague (as defined) such person being resident in the United Kingdom of the Booked Person, or of the person with whom the Booked person is travelling or had arranged to travel.
2. Jury Service, attendance under subpoena as a witness at a Court of Law, redundancy (provided employment has been on a continuous full time basis with the same employer for at least 24 months) or the compulsory quarantine restriction of the Booked person or the Person with whom the Booked Person is travelling or has arranged to travel.
3. Accidental damage, fire, storm, flood, subsidence or malicious damage rendering the Booked Person’s home uninhabitable.
4. Police requiring the presence of any person named in 1(a) and 1(b) above following burglary at home or place of business occurring after acceptance of booking.
5. Unforeseen occupational posting.
6. Pregnancy.

The Limits

Indemnity under the plan is limited to the following:

1. Up to final invoice cost less Holiday Cancellation Plan premiums each Booked Person.
2. Notwithstanding the above the amount payable is further limited in respect of cancellation claims to the scale of cancellation charges as defined in the booking conditions of the brochure(s).
3. In respect of curtailment claims the amount is limited to the unexpired portion of the total contracted holiday cost for each completed day of the holiday foregone.

Definition

1. A close business colleague shall mean an associate of the Booked Person in the same employ as the Booked Person who absence from work or place of employment, necessitates the cancellation of holiday/journey as certified by a Senior Director of such Company.
2. Curtailment due to medical reasons must be supported by a doctor's certificate in confirmation of the need to return home

CONDITIONS AND EXCLUSIONS

(a) Wishpool Ltd shall not be liable for claims WHERE AT THE TIME OF TAKING OUT THIS HOLIDAY CANCELLATION PLAN:

1. The Booked Person is aware of any medical condition or set of circumstances which could reasonably be expected to give rise to a claim.
2. Any person whose condition gives rise to a claim:
 - (i) has during the 12 months prior to taking out the Plan suffered from any chronic and /or recurring illness of a serious nature which has necessitated consultation or treatment unless declared to and accepted by Wishpool Ltd.
 - (ii) is suffering from any previously diagnosed psychiatric disorder; or
 - (iii) is receiving, on a waiting list for or has the knowledge of the need for in-patient treatment in a hospital or nursing home; or
 - (iv) is expected to give birth before, or within eight weeks of the date of arrival home; or
 - (v) is travelling against the advice of a Medical Practitioner or for the purpose of obtaining medical treatment; or
 - (vi) has been given a terminal prognosis.
- (b) Wishpool Ltd shall not be liable for claims directly or indirectly arising from:
 - (i) winter sports, mountaineering, underwater activities requiring the use of artificial breathing apparatus, pot-holing, riding or driving in any kind of race, wilful exposure or risk (other than in an attempt to save human life), manual work in connection with profession, business or trade, suicide or attempted intentional self-injury, the effect of intoxicating liquors or drugs, or flying (except whilst travelling as a passenger in a fully licensed multi-engined passenger carrying aircraft), providing always that Condition (b) (i) shall apply only to the Booked Person;

Note: In respect of Cancellation only, the exclusion relating to manual work does not apply.

- (ii) motorcycling, as either driver or passenger, unless the driver holds a current licence permitting him/her to ride the motor cycle;
 - (iii) any circumstances manifesting itself after the date of booking but prior to the date of issue of this Holiday Cancellation Plan.
- (c) Prior to curtailment of the journey/holiday due to medical reasons a doctor's certificate must be obtained to confirm the necessity to return home
 - (d) In the event of the failure by the Booked Person to notify the Travel Agent, Tour Operator or provider of transport/accommodation immediately it is found necessary to cancel the journey/holiday liability shall be restricted to the cancellation charges that would have applied at that time.
 - (e) *Excess:* The first £30 of each and every claim per Booked Person is excluded (Nil for deposit only claims).

GENERAL CONDITIONS AND EXCLUSIONS

(Applicable to all Sections)

1. It is a condition of this Holiday Cancellation Plan that all material facts have been disclosed to Wishpool Ltd. Failure to do so may affect your rights under this Holiday Cancellation Plan.

Note: A material fact is a fact likely to influence Wishpool Ltd in the acceptance or assessment of this Holiday Cancellation Plan (for example, your own state of health or that of a close relative). If you are in doubt as to whether a fact is 'material' then for your own protection it should be disclosed.

Claims Procedure – Any occurrence or loss which may give rise to a claim under this Plan should be advised as soon as practicable and in any event within 30 days to Wishpool Ltd, C/o Tencreek Holiday Park, Polperro Road, Looe, Cornwall PL13 2JR. All certificates, accounts, receipts, information and evidence required must be provided (at the expense of the Booked Person). See HOW TO MAKE A CLAIM.

2. If at the time of any loss, damage or liability arising under this Holiday Cancellation Plan there is any other Insurance covering the same loss, damage or liability Wishpool Ltd will pay only their rateable proportions.
3. Wishpool Ltd shall not be liable for:
 - (a) Illness, accident, loss, damage liability or any expense whatsoever resulting or arising there from or any consequential loss directly or indirectly caused by or contributed to by or arising from:
 - (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or the radio active toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
 - (ii) war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, civil commotion, rebellion, revolution, insurrection or military or usurped power, or confiscation or detention or nationalisation or requisition or destruction of or damage to property by or under the order of any government or other authority;
 - (iii) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
 - (b) Any claims arising directly or indirectly from any injury, illness, death, loss, expense or other liability attributable to Human Immunodeficiency Virus (HIV) and/or HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or any mutant derivative or variations thereof however cause.
 - (c) Any claims arising directly or indirectly from or due to wilful exposure to risk (unless in an attempt to save human life), intentional self injury or the effect of intoxicating liquors or drugs
 - (d) Any consequential loss whatsoever.
4. The Booked Person must exercise reasonable care to prevent accident injury, loss or damage and at all times act as if uninsured.
5. The Booked Person shall reimburse Wishpool Ltd within one month of the expiry of the Period of the Holiday Cancellation Plan which are incurred by Wishpool Ltd on his/her behalf.
6. If the Insured Person or any person acting on his/her behalf shall make any claim or statement knowing the same to be false or fraudulent as regards amount or otherwise, then this Holiday Cancellation Plan shall become void and all claims hereunder shall be forfeited.
7. Wishpool Ltd may at their own expense take proceedings in the name of the Booked Person to recover compensation or secure an indemnity from any third party in respect of any loss, damage or expense covered by this Holiday Cancellation Plan and any amount so recovered or secured shall belong to Wishpool Ltd.
8. All claims arising under this Holiday Cancellation Plan shall be governed by Law of England whose courts alone shall have jurisdiction in any dispute arising hereunder.
9. No refund of premium is allowed after the 7 day Money Back Guarantee period (see page 1) following the date of the Holiday Cancellation Plan.
10. In the event that less than the appropriate full premium is paid, including any increase due for age, then the Booked Person shall be deemed to be his own insurer for that proportion of the benefit or coverage for which premium has not been paid.
11. This Holiday Cancellation Plan is only available to persons who have resided in the UK for a continuous period of 12 months prior to the purchase of this Holiday Cancellation Plan and who are registered with a UK doctor.

Signed for and on behalf of Wishpool Ltd

Wishpool Ltd,

C/o Tencreek Holiday Park, Polperro Road, Looe, Cornwall PL13 2JR

HOW TO MAKE A CLAIM

You must give written notice to Wishpool Ltd as soon as practicable but in any event within 30 days (see General condition 2). Write to Wishpool Ltd, C/o Tencreek Holiday Park, Polperro Road, Looe Cornwall PL13 2JR