

HOLIDAY CANCELLATION PROTECTION ("HCP")

Arranged by: Northumbria Coast & Country Cottages Ltd

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This Holiday Cancellation Protection (HCP) contains details of the cover, conditions and exclusions relating to You and your party.

Please check this HCP is suitable for your needs.

PERIOD OF COVER: This HCP is effective from the date of issue of this cover and terminates at the end of the holiday period.

COVER PROVIDED BY HCP

To pay up to the invoice cost of booking the accommodation (but not ancillary items such as administration expenses and the like). In respect of reimbursement for the benefit of You 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. You, or
 - b. Your Party; 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 You and your party.
2. Jury Service, attendance under subpoena as a witness at a Court of Law, redundancy which qualifies for payment under the Employment Protection Consolidation Act 1978 or subsequent amendment thereof or the compulsory quarantine restriction of You or Your Party.
3. **Accidental damage, fire storm, flood, subsidence or malicious damage rendering Your 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; which gives rise to a period of complete exemption from UK Income Tax on earnings.

6. **Your car being stolen within 7 days of the** booked commencement date of the trip necessitating cancellation of the holiday.
7. **Your car being involved in an accident or theft during the period of HCP necessitating curtailment of** the holiday.
8. Strike/industrial action or mechanical breakdown of the pre-booked aircraft or sea vessel which results in a delay of at least **12 hours in departure of your outward** journey as specified in the itinerary supplied to You for holidays in excess of 48 hours only.

Limits of Indemnity

The Indemnity under the Section is limited to the following:

1. Up to final invoice cost not exceeding £2,000 or as shown on the booking, less HPC payment.
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 Terms & Conditions.
3. In respect of curtailment claims the amount is limited to the unexpired portion of the total contracted holiday cost for each complete day of the holiday foregone.

DEFINITION

“You” - the person booking the holiday (the Lead Booker).

‘Your Party’ – is any person listed on the booking form at the time of booking.

‘The Agent’ – Northumbria Coast & Country Cottages Ltd.

A close business colleague shall mean an associate of You in the same employ as You whose absence from work or place of employment, necessitates the cancellation of the holiday/trip as certified by a Senior Director of such Company.

A ‘pre-existing condition’ is any medical condition (or any medical complication directly attributable to that condition or tests or investigations that are ongoing) for which there has been surgery, treatment, investigation or repeat prescriptions by a registered medical practitioner during the 12 months before the date of HCP issue.

EXCLUSIONS

- a) The Agent shall not be liable for any claim where at the time of taking out this HCP You or any of Your Party whose condition gives rise to a claim.
 - a.1. Is suffering from any previously diagnosed conditions
 - a.2. Is suffering from any previously diagnosed psychiatric disorder, including stress, anxiety or depression; or
 - a.3. Is receiving, on a waiting list for or has the knowledge of the need for in-patient treatment at a hospital or nursing home; or
 - a.4. Is travelling against the advice of Medical Practitioner or for the purpose of obtaining medical treatment; or
 - a.5. Has been given a terminal prognosis.

- b) NCCC shall not be liable for claims directly or indirectly rising from:
 - b.1. Winter sports, mountaineering, underwater activities requiring the use of artificial breathing apparatus, pot-holing, riding or driving in any kind of race, wilful exposure to risk (other than in an attempt to save human life), suicide or attempted suicide, intentional self-injury, the effect of intoxicating liquor or drugs, or flying (except whilst travelling as a passenger in a fully-licensed multi-engine passenger carrying aircraft).
 - b.2. Motor cycling, as either driver or passenger, unless the driver holds a current licence permitting him/her to ride the motor cycle.
 - b.3. Any circumstance manifesting itself after the date of booking but prior to the date of issue of this HCP.
- c) Prior to curtailment of the journey/holiday due to medical reason a Doctor's certificate must be obtained to confirm the necessity to return Home.
- d) Excluding losses due to adverse weather conditions.
- e) **Excess – The first £25 of each claim.**
- f) **Any person defined in 1(a), (b), or (c) on page 1 is suffering directly or indirectly from a pre-existing condition at the time of taking out this HCP.**
- g) Any loss, damage or liability arising under this HCP where there is any other insurance covering the same loss, damage or liability the Agent will pay only their rateable proportion.
- h) The Agent shall not be liable for illness, accident, loss, damage, liability or any expense whatsoever resulting or arising directly or indirectly caused by or contributed to by or arising from:
 - h.1. Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or the radioactive toxic plosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof:
 - h.2. 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.
 - h.3. Pressure waves cause by aircraft or other aerial devised travelling at sonic or supersonic speeds.
- i) The Agent shall not be liable for any claim arising directly or indirectly from any injury, illness, death, loss, expense or other liability attributable to any illness categorised as a pandemic by the World Health Organisation.

CONDITIONS

1. You must exercise reasonable care to prevent accident, injury, loss or damage and at all times act as if you were without HCP.
2. If You or Your Party or any person acting on his/her behalf shall make a claim or statement knowing the same to be false or fraudulent as regards amount or otherwise then this HCP shall become void and all claims hereunder shall be forfeited.

COOLING OFF PERIOD: This HCP is designed to cover most circumstance but You should be aware that not all eventualities are covered. **Please read this document carefully, including the "CONDITIONS AND EXCLUSIONS"** above. If the HCP does not meet your requirements please cancel it within 14 days of issue but before departure date. Provided no claims have been made your payment will be refunded.

HEALTH CONDITIONS: This HCP contains restrictions and exclusions regarding medical conditions, Please ensure you read and understand these as they apply to You and Your Party and persons upon whom travel is dependant (e.g. a relative or friend for whom you would cancel or cut short your trip if they were taken ill).

DATA PROTECTION ACT 1998:

You should understand that any information you have provided will be processed by us, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing this HCP and handling claims and complaints, if any, which may necessitate providing such information to other parties.

HOW TO MAKE A CLAIM

You must give written notice to the Agent as soon as is practicable but within 30 days FIRST, either by telephone on 01665 830 783 (between 9am and 5pm Monday to Friday) give brief details of your claim and ask for a claim form OR write OR email to The Agent's address shown at the top of this document.