



POLICY DOCUMENT

Arranged by:

Scheme administrators

**P J Hayman & Company Ltd
Stansted House
Rowlands Castle
Hampshire
PO9 6DX**

Underwritten by

**IGI Insurance Company Limited
10th Floor, Market Square House
St James's Street, Nottingham, NG1 6FG
Registered no 1229676**

Authorised and regulated by the Financial Services Authority.



Schedule

Policy No: DMI/00..

**Insured:
Business:** Tour Operator

Limit of indemnity: £250,000 in all per Event up to a maximum of
£1,000,000 during the Period of Cover

Deductible: £2,500

Period of Cover: Events occurring and notified to Us from
..... 2005 to 2006 inclusive

Premium: £..... plus Insurance Premium Tax of £...

Proposal dated:

**Validated by.....
P J Hayman & Company Ltd**

Dated



Definitions

The following words have the same meaning wherever they appear

You, Your – the Insured as shown in the Schedule.

We, Us, Our – IGI Insurance Company Limited.

Disaster – an Event which involves:

- a) death; or
- b) serious injury which is life threatening (involving emergency hospitalisation); or
- c) Kidnap or Hijack

and where in **Our** opinion there is a risk to **Your Business** as a consequence of adverse press, publicity or other media attention.

Business – Your Business activity as specified in the Schedule.

Customer – a person who has made travel arrangements with **You** which commences during the Period of Cover.

Deductible – the amount payable by **You** per claim per single **Event** or occurrence.

Event – An incident affecting a **Customer** while they are on a travel itinerary made by **You** in the course of **Your Business**

Hijack – the illegal seizure of a means of transport by actual or threatened violence in which **Your Customer(s)** is/are travelling

Kidnap – the unlawful capture and detention of **Your Customer(s)** in excess of 24 hours.

Nuclear Risk – ionising radiations or contamination by radioactivity from any nuclear fuel or any nuclear waste from the combustion of nuclear fuel or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear device or assembly or component of such advice.

Other Parties – Other Insurers/Underwriters, Emergency Assistance Companies, Airlines and transport providers, Governmental Organisations or Agencies.



Policy Cover

What is covered

In the **Event** of a **Disaster** occurring during the Period of Cover **We** will pay, subject to **Our** prior agreement and authorisation, the following additional costs incurred in excess of those costs that would not otherwise have been met by **You** or Other Parties in connection with the **Event**:

1. Additional and necessary costs in respect of:

- i. Crisis Management Specialist Co-ordinators;
- ii. Public Relations Specialist;
- iii. Medical Team and other Specialists;
- iv. Befrienders/Crisis Counsellors;
- v. United Kingdom Call Centre/Communications;
- vi. **Your** additional **Business** and staff costs, including **Your** emergency team, reasonably incurred as a direct result of the **Disaster** for a period not exceeding 45 days from the date of the **Event**;
- vii. necessary items provided by **You** to the **Customer** and cash disbursements up to a maximum of £100 per **Customer**;
- viii. other reasonable costs agreed by **Us**.

2. Customer Expenses (including costs incurred by **You** on their behalf and authorised by **Us**)

- i. transport and subsistence costs for immediate family members (maximum 4 per **Customer**) to travel to the scene of the **Disaster**;
- ii. other reasonable costs agreed by **Us**.

We will not pay:

1. any deliberate or criminal act by **You**, **Your** employee(s) or anyone acting on **Your** behalf;
2. any costs not authorised by **Us** or recoverable under any other insurance(s);
3. where the Claims Procedure has not been followed;
4. where **Customer**(s) travel to, or fail to leave an area (as soon as is practicable) that is subject to a Foreign & Commonwealth Office travel warning advising against travel or where notice of evacuation advice has been given;
5. where **You** have allowed **Customer**(s) to travel to an area where there is a known hazard as notified, prior to departure, by a relevant authority or organisation;
6. any claim made against **You** in respect of **Your** legal liability arising out of the **Disaster**;
7. any fine or penalty imposed on **You** arising from the **Disaster**;
8. any financial or consequential loss incurred by **You** other than as provided for in this insurance;
9. for claims arising out of any **Nuclear Risk**;
10. for claims arising out of) war, terrorism, biological or chemical warfare, invasion, act of foreign enemy, hostilities (whether war has been declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;
11. the **Deductible**



General Conditions

1. Any fraud, misrepresentation or concealment by **You** in connection with this insurance, or in the making of a claim, shall make this insurance void and any claim shall be forfeited.
2. This insurance may not be transferred without **Our** written consent
3. **You** must observe and fulfil the terms and conditions of this policy as set out herein or endorsed hereon.
4. This insurance shall be subject to the laws of England whose courts shall have jurisdiction in any dispute (unless **We** have agreed otherwise with **You**).
5. **We** reserve the right:
 - i. to take such steps as **We** consider necessary to prevent, minimise or mitigate the cost of any claim;
 - ii. to pursue the rights or remedies available to **You** or that of any other party in **Your**/their name at **Our** sole discretion.
 - iii. not to make any payments where, in **Our** reasonable opinion, there is no possibility of adverse media coverage that will affect **Your** Business. **Note:** It is not **Our** intention to avoid making payments under this insurance however **You** should recognise that there may be an **Event** which does not generate any media coverage, adverse or otherwise and therefore no additional costs will be involved

Claims Procedure

You must follow this procedure as failure to do so will prejudice **Your** right to claim under this insurance.

Notification

- Advise **Us** immediately of any possible **Event** that may give rise to a claim under this policy

Telephone: 01923 671122

- Confirm the facts in writing as soon as possible to:

Name: IGI Insurance Company Limited.

Address: 10th Floor, Market Square House, St James's Street, Nottingham NG1 6FG



Information & Assistance

Provide **Us**, or **Our** appointed representatives/Agents:

- all information required
- all documentation as may be required in connection with the **Event**
- full assistance
- any documentation or correspondence received in connection with the **Event** as may be required to assist in the handling of the claim

Cost control

Take all reasonable and practical measures to avoid or mitigate costs relating to the **Disaster**.

Co-operation

Assist **Us** or **Our** appointed representatives/Agents in the handling of the **Disaster** to the utmost of **Your** ability and resources.

Media

Refer all journalists and media to **Us** or **Our** appointed Public Relations/Crisis Management specialists as directed. **You** should not make statements to the media without **Our** authorisation.

Cancellation

Written confirmation of the cancellation of the policy may be given at anytime by **You** or **Us**. **We** will give **You** a minimum of 14 days notice of cancellation to enable **You** to find alternative cover. **You** may cancel the policy by giving **Us** written instructions.

Cooling off Period

Before **You** accept our policy **You** have 14 days to review **Your** policy wording. If **You** are not totally happy with the policy and **You** have not made a claim **You** can write to **Us** requesting that **Your** insurance is cancelled and that any monies paid be returned. **We** will then cancel **Your** insurance.

Complaints Procedure

We always aim to provide a first class service. However, if **You** have any complaint **You** can contact **Us**, IGI Insurance Company Limited, Market Square House, St James's Street, Nottingham, NG1 6FG. **We** will contact **You** within five days of receiving **Your** complaint to inform **You** of what action **We** are taking. **We** will try to resolve the problem and give **You** an answer within four weeks. If it will take **Us** longer than four weeks **We** will tell **You** when **You** can expect an answer.

If **We** have not given **You** an answer in eight weeks **We** will tell **You** how **You** can take **Your** complaint to the Financial Ombudsman Service for review. This complaints procedure does not affect any legal right **You** have to take action against **Us**.

If **You** are still not satisfied **You** can contact the:

Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR



P J Hayman & Company Limited

DISASTER MANAGEMENT INSURANCE

www.pjhayman.com

We are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **We** cannot meet their obligations. This depends upon the type of business and circumstances of the claim. Most insurance contracts are covered for 100% of the first £2,000 and 90% of the remainder of the claim. Further information is available from the Financial Services Authority or the FSCS. The FSCS can be visited on the internet at www.fscs.org.uk or by contacted on 020 7892 7300

The complaints procedure above does not affect any legal rights **You** may have to take action against **Us**.

This policy is provided by: IGI Insurance Company Limited, Market Square House, St James's Street, Nottingham, NG1 6FG.

Registered number 1229676

Tel: 0115 941 1022 Fax: 0115 941 1316

Authorised and regulated by the Financial Services Authority.

You can check the above details on the Financial Services Authority Register by visiting the FSA website: www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234

Signed for and on behalf of IGI Insurance Company Limited

K W WARDELL
Managing Director