

GROUP TRAVEL ORGANISER'S LIABILITY INSURANCE – STATEMENT OF COVER

Company Norman Allen Group Travel Limited
Address Portfield House, Daws Road, Hereford, HR1 2JJ
Effective From 12-months @ 27th January 2011
Policy Reference ETI/UK/40560

This cover is arranged by Towergate Chapman Stevens and is underwritten by Tour Indemnity on behalf of ETI International Travel Protection

This cover indemnifies the insured person (the Group Travel Organiser) who is identified to Norman Allen Group Travel Limited as the group organiser, who arranged the Holiday/Trip and is responsible for its administration and operation directly with Norman Allen Group Travel Limited. The definition of Group Organiser does not extend to include professional holiday companies.

Indemnity Limit Up to £5,000,000 any one occurrence
Excess £250 each and every claim
Conditions Worldwide territorial

Insurers will indemnify the Insured (the group organiser) against all sums that the Insured shall become legally liable to pay as damages, including claimants' costs and expenses, in the Insured's capacity as Group Travel Organiser in respect of:

- (i) accidental Bodily Injury to any person;
- (ii) accidental damage to Property;

that occurs during the Period of Insurance, in connection with the Business and happening anywhere within the Territorial Limits.

Provided that:

- (1) The liability of Insurers in respect of all claims arising out of any occurrence shall not exceed the Limit of Liability specified above.
- (2) Where the Bodily Injury or damage to Property is caused by Goods, Insurers' liability shall not exceed in aggregate the Limit of Liability specified above in any one Period of Insurance.

GENERAL CONDITIONS

1. The Insured shall exercise reasonable care in the selection and supervision of Employees, and the Insured and/or any person claiming to be indemnified under this Insurance shall take all reasonable steps to:
 - (i) prevent any occurrence which may give rise to a claim under this Insurance; and
 - (ii) comply with all statutory and other obligations and regulations imposed by any authority.

GENERAL CONDITIONS CONTINUED/.....

2. Insurers may cancel this Insurance by giving 30 days' notice by recorded delivery letter to the last known address of the Insured.
3. Insurers may at any time pay to the Insured the amount of the Limit of Liability (after deduction of any sum or sums already paid as damages) or any lesser amount for which any claim or claims may then be settled, and upon such payment being made:
 - (a) Insurers shall, if relevant, relinquish conduct and control of such claim or claims except for expenses of litigation recoverable; and
 - (b) Insurers shall be under no further liability in connection with such claim or claims except for other costs and expenses incurred with their written consent in respect of matters prior to the date of such payment.
4. If a payment in excess of the amount of indemnity available under this Insurance is required to dispose of a claim, Insurers' liability for the costs and expenses incurred shall be such proportion thereof as the amount of indemnity available under this Insurance bears to the amount paid to dispose of the claim.
5. If any part of the premium is calculated on estimates furnished to Insurers the Insured shall keep accurate records containing all particulars relevant thereto and shall at all times allow Insurers to inspect such records. The Insured shall within one month from the expiry of each Period of Insurance furnish to Insurers such particulars and information as they may require. The premium for such period shall thereupon be adjusted and the difference paid by or allowed to the Insured as the case may be.
6. It is a condition precedent to Insurers' liability under this Insurance that the Insured shall immediately:
 - (a) give written notice to Norman Allen Group Travel of the occurrence of any Bodily Injury or damage to Property, or of any circumstance(s) that might give rise to a claim against the Insured, and for which there may be liability under this Policy;
 - (b) give written notice to Norman Allen Group Travel when a claim is actually made against the Insured (whether written or oral), and for which there may be liability under this Policy;
 - (c) advise Norman Allen Group Travel in writing when the Insured has knowledge of any impending prosecution, inquest, fatal accident enquiry, or other similar process, in connection with any occurrence(s), circumstance(s) or claim(s) notified under (a) or (b) above.
7. It is a condition precedent to Insurers' liability under this Insurance that the Insured shall as regards any occurrence(s) circumstance(s) or claim(s): -
 - (a) provide Norman Allen Group Travel with such particulars and information as Insurers may require, immediately on request;
 - (b) forward to Norman Allen Group Travel unanswered any communication, court process or documentation, or any other documents relating to such occurrence(s) circumstance(s) or claim(s), immediately on receipt;
 - (c) provide Insurers all information and assistance required as soon as practicable and, where Insurers have conduct of proceedings, within such time limits as are specified by any legal advisers appointed by Insurers;

GENERAL CONDITIONS CONTINUED/.....

- (d) make no admission of liability, payment, offer or promise of payment or indemnity, settlement, or waiver of subrogation, without Insurers' written consent.
8. Insurers shall be entitled, if they so desire, to take over and conduct in the name of the Insured the defence or settlement of any claim, or to prosecute in the name of the Insured for their own benefit and at their own expense, any claim for indemnity, damages or otherwise.
9. The Insured shall give immediate notice to Insurers of any alteration or circumstance which materially affects the risks insured by this Insurance. Until Insurers have been advised of such an alteration or circumstance, and shall have expressly agreed, in writing, to accept liability for such altered risk, and the Insured has paid any additional premium required, Insurers shall not be liable in respect of any claim(s) due directly to any such alteration or circumstance.
10. If at the time of any claim(s) there is, or, but for the existence of this Insurance, would be any other policy of indemnity or insurance available to the Insured in respect of any Occurrence(s) circumstance(s) or claim(s) notified to Insurers under this Insurance, Insurers shall not be liable to provide indemnity under this Insurance, except in respect of any excess beyond the amount that is or would be payable under such other policy of indemnity or insurance had this Insurance not been in existence.
11. Any dispute between Insurers and the Insured concerning this Insurance, its validity, or the interpretation of the terms, conditions, limitations and/or exclusions contained herein shall be decided in accordance with English Law and the courts of England and Wales shall have exclusive jurisdiction in any dispute. Both parties agree to comply with all necessary requirements to give jurisdiction to such courts and to waive irrevocably any rights to challenge such jurisdiction whether on the grounds of *forum non conveniens* or otherwise.
12. If any payment is made under this Insurance in respect of a claim, and Insurers are thereupon subrogated to the Insured's rights of recovery in relation thereto, Insurers shall not exercise any such rights against any Employee unless the claim has been brought about or contributed to by the dishonest, fraudulent, criminal or malicious act or omission of the Employee.

CLAIMS PROCEDURE

Subject to the terms and conditions contained in this Insurance, claims shall be notified in writing to Norman Allen Group Travel Limited, Portfield House, Daws Road, Hereford, HR1 2JJ

For full details of the policy cover, Conditions and Exclusions please contact Norman Allen Group Travel Limited on 01432 277666.