

# Holiday Protection Insurance Policy 2019

## **CANCELLATIONS:**

If you have to cancel your booking, the party leader must notify Kris Cruisers immediately by telephone on the number shown on your booking confirmation, and on the same day send written confirmation signed by the person who booked the boat either by post or email to Kris Cruisers. The cancellation will be treated as effective from the day your telephone notification is received.

If the reason for your cancellation falls within the terms of the holiday protection policy, you may receive a refund of all monies you have paid to us for your booking (excluding all booking fees, amendment charges and bank charges you have already incurred). We will also retain a cancellation fee of £70 for holidays up to 7 nights and £140 for 8 nights or more plus any bank charges (currently 1.5%).

**Please Note:** the refund referred to above only applies if the cancellation applies to all members of your party. All refunds are for the entire Boat and not on an individual basis. Under your contract with Kris Cruisers, in order to qualify for a refund in relation to your booking your reason for cancelling must be one of the following. It must apply to a member of your party, and with the exception of pregnancy must have occurred after you booked your holiday and it must prevent you from taking your trip. Please note that you will not receive a refund for pregnancy where the party member is expected to give birth within 14 weeks of the arrival

date home – Illness/Pregnancy (subject to medical evidence of unfitness to travel); Death; Redundancy (provided employment has been on a continuous basis with the same employer for at least 2 years); Jury or Witness service (in a Court of Law); Illness or Death of a close relative (a close relative is defined as 1 of the following – Spouse, Son, Daughter (in-law), Parent (in-law), Grandparent, Sister, Brother, Fiancé (e); your home is rendered uninhabitable due to fire, storm, flood, subsidence or malicious damage; your presence is requested by the Police, following a burglary at your home or place of business, during the period of your trip or within the preceding 7 days; your unexpected posting by HM Forces or cancellation of leave by HM Police (unless the cost of the lost trip is recoverable from any other source); or compulsory quarantine. You may also receive a full refund if you are unable to reach your destination as a result of being involved in an accident on route (This only applies if you have made every effort to attempt to complete your journey. You will need to produce evidence from the Police, RAC, AA, or Green Flag etc). Although a refund is available in these circumstances you may prefer to delay your arrival, in these cases a 1/7th refund is available for each 24hr delay, up to a maximum of 96hrs - 4/7th's (for short breaks, a refund of 1/3rd applies for all arrivals delayed for more than 24hrs). You will be asked to complete a booking cancellation form which may require signing by a Medical Practitioner or employer and in which we may request further information from a 3rd party.

The following reasons for cancellation do not qualify for a refund as set out above: suicide or attempted suicide, intentional self-injury, the effect of intoxicating liquor or drugs, or any other reason which is not specifically referred to.

Where the reason for cancellation does not fall within one of the qualifications for a refund as set out above, e.g. disinclination to travel, leave cancelled by employer (other than HM Forces or Police) cancelled flight, ferry, cruise, train any other third party transport, act of God, fire or adverse weather conditions including flooding of waterways, act of terrorism, war, riot, industrial dispute, your failure to pay the balance of the holiday etc, a cancellation charge will be payable based on the number of days before the arrival date of the holiday that we receive notification of your cancellation as follows. (a) If you cancel you're booking 70 days or more before the departure date, we will retain the initial deposit and you will not be liable for the balance of the holiday price. (b) 29 to 70 days before your departure date, 50% of the hire terms are payable, (c) 15 to 28 days before your departure date, 75% of the hire terms are payable, (d) 14 days or less before your departure date, 90% of the hire terms are payable, (e) on the holiday start date or later, 100% of the hire terms are payable. If you have not paid your total holiday price by the time of your cancellation, you may be required to make a further payment by way of cancellation charge.