



UK HOLIDAY CANCELLATION - TRAVEL INSURANCE POLICY - CONTRACT NUMBER 766UHC20

This policy is a CONTRACT OF INSURANCE arranged by the specialist travel insurance broker Global Travel Insurance Services Ltd. This document contains details of the cover, conditions and exclusions relating to each **insured person** in respect of whom a premium has been paid and is the basis on which all claims will be settled. It is validated by the issue of a schedule issued by Global Travel Insurance Services Ltd upon which the premium paid is stated and is valid in respect of holidays booked and policies issued from 15/09/2020 to 31/12/2020 covering departures from 17/03/2020 to 31/12/2020.

Demands and needs: This travel insurance policy will suit the demands and needs of an individual, or group (where applicable) who have no excluded medical conditions, who wish to insure themselves against the unforeseen circumstances/events detailed within this insurance policy. Subject to terms and conditions and maximum specified sums insured.

Important: This insurance policy will have been sold to you on a non-advised basis and it is therefore for you to read this insurance policy (paying particular attention to the terms, conditions and exclusions) and ensure that it meets all of your requirements. If upon reading this policy you find it does not meet all of your requirements, please refer to the Statutory cancellation rights section on page 2. This policy is underwritten by ERGO Travel Insurance Services Ltd (ETI) on behalf of Great Lakes Insurance SE (GLISE). Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. UK Branch office: 10 Fenchurch Avenue, London, EC3M 5BN, company number SE000083. Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority: register number 769884. ERGO Travel Insurance Services Ltd (ETI) is registered in the UK, company number 11091555. Registered office: 10 Fenchurch Avenue, London, EC3M 5BN. Authorised and regulated by the Financial Conduct Authority, register number 805870. Details about the extent of GLISE’s authorisation and regulation by the Prudential Regulation Authority, and regulation by the Financial Conduct Authority are available from us on request. From 1st January 2021 GLISE’s details will change to: Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. UK Branch office: 10 Fenchurch Avenue, London, EC3M 5BN, company number SE000083. Great Lakes Insurance SE, UK Branch, is authorised and regulated by Bundesanstalt für Finanzdienstleistungsaufsicht. Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority’s website. Towergate Travel is a trading name of Towergate Underwriting Group Limited which is authorised and regulated by the Financial Conduct Authority. Registered in England No. 4043759. Registered address 2 Minster Court, Mincing Lane, London, EC3R 7PD. FCA firm reference NoFCA firm reference No. 313250.

Your policy: In return for having accepted **your** premium **we** will in the event of **bodily injury**, death, illness, disease, loss, theft, damage, destruction, legal liability or other specified events happening within the **period of insurance** provide insurance in accordance with the operative sections of **your** policy. The schedule issued by Global Travel Insurance Services Ltd and any endorsement are all part of the policy. **Your** policy is evidence of the contract of insurance.

DEFINITION OF GEOGRAPHICAL AREAS

Area 1. United Kingdom: England, Scotland, Wales, Northern Ireland and the Isles of Scilly.

SPECIAL CONDITIONS

There is no requirement for **you** to declare **your** medical conditions. However to be covered for any medical conditions **you** have or have had, **you** must be able to comply with the following Special conditions:

1. No **trip** is booked or undertaken against medical advice or for the purpose of obtaining medical treatment.
2. If **your** health changes after the start date of **your** policy **you** must contact **us** to make sure that **your** cover is not affected.
3. If **you** have a medical condition, **you** must obtain verbal confirmation from **your medical practitioner** that there is no reason why **you** should not travel and **you** must ensure that this confirmation is recorded in **your** notes.

You must also refer to What is not covered.

SIGNIFICANT OR UNUSUAL LIMITATIONS OR WHAT IS NOT COVERED

1. The cover under this policy is only available to **United Kingdom residents** for travel within the **United Kingdom**.
2. Cover is only available for the whole duration of a booked **trip** to a maximum 31 consecutive days, and cover cannot be purchased once a **trip** has already begun.
3. The excess amount deductible from a claim applies to each and every claim, per incident claimed for.

STATUTORY CANCELLATION RIGHTS

You may cancel this policy within 14 days of receipt of the policy documents or before departure, whichever is less (the **cancellation period**), by writing to Global Travel Insurance Services Ltd during the **cancellation period**. Any premium already paid will be refunded to you providing you have not travelled, no claim has been made or is intended to be made and no incident likely to give rise to a claim has occurred. Cancellation outside the statutory period: You may cancel this policy at any time after the **cancellation period** by writing to Global Travel Insurance Services Ltd. If you cancel after the **cancellation period** no premium refund will be made. Non payment of premiums: We reserve the right to cancel this policy immediately in the event of non payment of the premium.

FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

Towergate Travel and the insurers of this policy are covered by the Financial Services Compensation Scheme (FSCS). If **we** are unable to meet **our** obligations, **you** may be entitled to compensation from the scheme, depending on the type of insurance and the circumstances of the claim. Further information is available from the FSCS at www.fscs.org.uk

COMPLAINTS PROCEDURE

If **you** have cause for complaint, it is important **you** know **we** are committed to providing **you** with an exceptional level of service and customer care. **We** realise that things can go wrong and there may be occasions when **you** feel that **we** have not provided the service **you** expected. When this happens, **we** want to hear about it so that **we** can try to put things right.

WHEN YOU CONTACT US: Please give us your name and a contact telephone number. Please quote your policy and/or claim number, and the type of policy you hold. Please explain clearly and concisely the reason for your complaint.

INITIATING YOUR COMPLAINT: Any enquiry or complaint you have regarding a claim notified under your policy, may be addressed to:

ERGO Travel Insurance Services Ltd, Afon House, Worthing Road, Horsham RH12 1TL. Email: contact@ergo-travel.co.uk

Any complaint you have regarding your policy, may be addressed to: **The Managing Director, Global Travel Insurance Services Ltd, 59/61 Lyndhurst Road, Worthing, BN11 2DB, Tel 01903 235042.**

If we have given you our final response and you are still dissatisfied you may refer your case to the Financial Ombudsman Service. The Financial Ombudsman Service is an independent body that arbitrates on complaints about general insurance products. It will only consider complaints after we have provided you with written confirmation that our complaints procedure has been exhausted. The Financial Ombudsman can be contacted at: **Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London E14 9SR. Telephone: 0800 023 4567 or 0300 123 9123 Fax: (020) 7964 1001. Email: complaint.info@financial-ombudsman.org.uk. Website: www.financial-ombudsman.org.uk.** This procedure will not affect your rights in law.

HOW TO MAKE A CLAIM

If you need to make a claim please contact ETI Services on 01612 198702 (opening hours 9am - 5pm Monday - Friday excluding Bank Holidays) and ask for a Claim form or write to ETI Services, PO Box 9, Mansfield, Notts, NG19 7BL. Email: info@eti-services.co.uk You can also download a pdf of the claim form at: www.ergotravelinsurance.co.uk/coach

You should fill in the claim form and send it to us as soon as possible with all the information and documents required. It is essential that you provided us with as much detail as possible to enable us to handle your claim promptly and efficiently. Please keep copies of all the documentation you send to us.

THE CONSUMER INSURANCE (DISCLOSURE AND REPRESENTATION) ACT 2012

This act abolished the duty of disclosure, but imposes on the individual entering into an insurance contract a duty to take reasonable care not to make a misrepresentation to the insurer. In other words, this means that you must answer all questions posed by the insurer accurately, truthfully and to the best of your knowledge. If you do not the insurer may cancel your policy, or reject or only pay a proportion of your claim depending on whether the misrepresentation was deliberate, reckless or simply careless.

Definitions

These definitions apply throughout your policy wording. Where the following words and phrases appear in this policy they will appear in bold and will always have these meanings. We have listed the definitions alphabetically.

Bodily injury An identifiable injury caused solely and directly by sudden, unexpected, external and visible means including injury as a result of unavoidable exposure to the elements.

Close business associate Any person whose absence from business for one or more complete days at the same time as your absence prevents the effective continuation of that business.

Close relative Mother, father, sister, brother, wife, husband, fiancé(e), common-law spouse (including their immediate relatives), partner, daughter, son, grandparent, grandchild, parent-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, step-parent, step-child, step-brother or step-sister, foster child or legal guardian.

Home Your residential address in the **United Kingdom**.

Medical practitioner A registered practising member of the medical profession who is not related to you or any person with whom you are travelling.

Period of insurance From the date of booking and terminates on the date of departure as shown on the Schedule.

Public transport Any publicly licensed aircraft, sea vessel, train, coach, taxi, bus or tram on which you are booked or had planned to travel.

Redundancy Any person being declared redundant, who has been employed for 2 continuous years with the same employer at the time of being made redundant.

Terrorism An act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or governments, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

Trip(s) Any holiday, business or pleasure trip or journey made by you which begins and ends in the **United Kingdom** during the **period of insurance** but excluding one way trips or journeys.

United Kingdom England, Scotland, Wales, Northern Ireland and the Isles of Scilly.

United Kingdom residents Any person who is staying in or has lived in the **United Kingdom** for more than 12 months, or if studying or working in the **United Kingdom** for more than 6 months.

We/Our/Us/Ourselves – ERGO Travel Insurance Services Ltd on behalf of Great Lakes Insurance SE.

You/Your/Yourself/Insured person – Any person named on the schedule issued by Global Travel Insurance Services Ltd who is eligible to be insured and for whom a premium has been paid.

Section 1 - Cancellation

What is covered

We will pay you up to the amount stated on the Schedule but no more than £5,000 for the unused proportion of any travel and accommodation costs or prepaid non-refundable expenses which you have paid or legally have to pay if cancellation of the trip is necessary and unavoidable as a result of any of the following events:

1. The death, **bodily injury**, illness, disease, or complications arising as a direct result of pregnancy of:

- a) **you**
- b) any person who you are travelling or have arranged to travel with
- c) any person who you have arranged to stay with
- d) **your close relative**
- e) **your close business associate.**

2. You or any person who you are travelling or have arranged to travel with being quarantined, called as a witness at a Court of Law or for jury service attendance.

3. **Redundancy** of you or any person who you are travelling or have arranged to travel with which qualifies for payment under current **United Kingdom** redundancy payment legislation, and at the time of booking the trip there was no reason to believe anyone would be made redundant.

4. You or any person who you are travelling or have arranged to travel with, are a member of the Armed Forces, Territorial Army, Police, Fire, Nursing or Ambulance Services or employees of a Government Department and have your/their authorised leave cancelled or are called up for

operational reasons, provided that the cancellation could not reasonably have been expected at the time when **you** purchased this insurance or at the time of booking any **trip**.

5. The Police or other authorities requesting **you** to stay at or return to **your home** due to serious damage to **your home** caused by fire, aircraft, explosion, storm, flood, subsidence, fallen trees, collision by road vehicles, malicious people or theft.

Special conditions relating to claims

1. If **you** fail to notify the travel agent, tour operator or provider of accommodation and/or transport as soon as **you** find it necessary to cancel the trip, **our** liability will be restricted to the cancellation charges that would have applied if a delay had not occurred.

What is not covered

1. The first £50 of each and every claim, per incident claimed for, under this section, limited to £25 for claims for loss of deposit only.

2. Where **you** (or any person upon whose health the **trip** depends) have or have had symptoms which are awaiting or receiving investigation, tests, treatment, referral or the results of any of the foregoing, unless **we** have agreed in writing to cover **you**.

3. Any terminal illness suffered by **you** (or any person upon whose health the **trip** depends).

4. Any medical condition for which **you** (or any person upon whose health the **trip** depends) have within 12 months prior to the date of issue of this insurance been diagnosed with a medical condition or have been admitted or undergone a procedure/ intervention.

5. Any claims on medical grounds where **you** fail to provide a medical certificate or other suitable evidence from a **medical practitioner** of the need to cancel the **trip**.

6. Anything arising directly or indirectly from:

- a) **your** reluctance to travel or financial reasons other than involuntary **redundancy**.
- b) bankruptcy or liquidation of any travel agent, tour operator, **public transport** provider or transportation company.
- c) the tour operator or anyone **you** have made travel or accommodation arrangements with failing to provide such arrangements.
- d) being called as an expert witness or where normal employment would require your attendance at a court of law.
- e) **your** failure to obtain the required passport or visa.

7. Any claims for costs related to pregnancy or childbirth unless the claim is certified by a **medical practitioner** as necessary due to complications of pregnancy and childbirth.

8. Anything mentioned in the General exclusions on page 3. **You** should also refer to the Special Conditions on page 1.

Section 2 - COVID-19 cover

PLEASE NOTE: this section of cover extends the cover provided under Section 1 – Cancellation as follows:

A. Cancellation

We will pay **you** up to £5,000 the unused proportion of any travel and accommodation costs or prepaid non-refundable expenses which **you** have paid or legally have to pay if cancellation of the **trip** is necessary and unavoidable as a result of any of the following events:

1. **You, your close relative**, a member of **your** household or travelling companion or a friend with whom **you** had arranged to stay has a diagnosis of COVID-19 within 14 days of **your** booked departure date, as certified by a **medical practitioner** following a medically approved test showing a positive result for COVID-19.

2. **You** being denied boarding on **your** pre-booked outbound travel due to **you** contracting COVID-19, as certified by a **medical practitioner** following a medically approved test showing a positive result for COVID-19.

What is covered

1. The cost of all travel charges that **you** have paid and/or are contracted to pay before the departure date and cannot recover in respect of any part of the **trip** that **you** are necessarily required to cancel.

What is not covered

Applicable in addition to any exclusion listed under Section 1 – Cancellation of this policy including anything mentioned in the General Exclusions:

1. Travel or accommodation costs where a credit or voucher has been provided in lieu of a cash refund.

2. Claims arising directly or indirectly from an outbreak of COVID-19 resulting in a national or local lockdown or any restrictions of movement affecting the area where **your home** is located, the country or specific area or event to which **you** were travelling to or through, existing or being publicly announced by the date **you** purchased, renewed or extended this insurance or at the time of booking any **trip**, whichever is later.

3. Any claim where **you** are experiencing symptoms of COVID-19, or have been told to self-isolate at the time **you** purchased, renewed or extended this insurance, or at the time of booking any **trip**, whichever is later.

4. **Your** quarantine when it has been imposed on a community, geographic location or vessel imposed by a government or public authority.

5. Any claim made under Section 2 - COVID-19 cover in addition to a claim under either Section 1 – Cancellation of this policy.

Additional conditions applying to all sub-sections

In addition to the additional conditions applying to Section 1 – Cancellation of this policy the following will apply:

We will require (at **your** own expense) the following evidence where relevant:

1. A copy of the positive test result for COVID-19 **you** received from a registered **medical practitioner**.

2. Written confirmation from the scheduled public transport operator (or their handling agents) confirming the exact reason for which **you** were denied boarding, together with details of any alternative transport offered.

3. Receipts or bills for any transport, accommodation or other costs, charges or expenses claimed for.

4. Any other official document or medical report confirming **your** diagnosis for COVID-19 which leads to **your** self-isolation, or need to cancel **your** trip.

General exclusions

You are not covered for anything caused directly or indirectly by:

1. **Your** suicide, deliberately injuring **yourself**, being under the influence of drink or drugs (unless prescribed by a doctor), alcoholism, drug addiction, solvent abuse, wilful exposure to exceptional risk, (unless **you** are trying to save someone's life).

2. **Your** travel against any health requirements stipulated by the carrier, their handling agents or any other **public transport** provider.

3. **You** participating in professional or organised sports, winter sports (unless the appropriate premium has been paid), racing, speed or endurance tests or dangerous pursuits.

4. Air travel other than as a fare-paying passenger on a regular scheduled airline or licensed charter aircraft.

5. Bankruptcy/liquidation of any tour operator, travel agent, **public transport** provider or transportation company.

6. Unless **we** provide cover under this insurance, any other loss, damage or additional expense following on from the event for which **you** are claiming. Examples of such loss, damage or additional expense would be the cost of replacing locks after losing keys, costs incurred in preparing a claim or loss of earnings following **bodily injury**, illness or disease.

7. War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, **terrorism**, revolution, insurrection, civil commotion and/or civil unrest assuming the proportions of or amounting to an uprising, military or usurped power.
8. Loss or damage to any property and expense or legal liability caused by or contributed to or arising from;
- ionising radiations or radioactive contamination from any nuclear fuel or nuclear waste which results in burning nuclear fuel.
 - the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it
 - pressure waves from aircraft and other flying objects travelling faster than the speed of sound.
9. **You** travelling on motorcycles over 125cc.
10. **You** mountaineering or rock climbing using picks, ropes or guides or pot-holing.
11. **Your** manual work or hazardous occupation of any kind.
12. **You** taking part in dangerous expeditions or the crewing of a vessel outside European waters.
13. Any payment which **you** would normally have made during **your** travels, if nothing had gone wrong.
14. **Your** participation in any illegal act
15. Claims arising from any epidemic or pandemic as declared by the World Health Organisation (WHO).
16. Claims arising from or related to any coronavirus including but not limited to COVID-19, or any related/mutated form of the virus. This exclusion does not apply to claims under Section 1 Cancellation.

General conditions

You must comply with the following conditions to have the full protection of **your** policy. If **you** do not comply **we** may cancel the policy or refuse to deal with relevant claims or reduce the amount of any relevant claim payments.

- No payment will be made under Section 1 without appropriate medical certification.
- If **we** require medical certificates, information, evidence and receipts, these must be obtained by **you** at **your** expense.
- In the event of a claim, if **we** require a medical examination **you** must agree to this and in the event of death **we** are entitled to a post mortem examination both at **your** expense.
- If at the time of any incident which results in a claim under this policy, there is another insurance covering the same loss, damage, expense or liability **we** will not pay more than **our** proportional share.
- You** must take all reasonable steps to avoid injury, illness, disease, loss, theft or damage and take all reasonable steps to safeguard **your** property and to recover any lost or stolen articles.
- Throughout **your** dealings with **us** **we** expect **you** to act honestly.

If **you** or anyone acting for **you**:

- knowingly provides information to **us** as part of **your** application for **your** policy that is not true and complete to the best of **your** knowledge and belief; or
- knowingly makes a fraudulent or exaggerated claim under **your** policy; or
- knowingly makes a false statement in support of a claim; or
- submits a knowingly false or forged document in support of a claim; or
- makes a claim for any loss or damage caused by **your** wilful act or caused with **your** agreement, knowledge or collusion.

Then

- we** may prosecute fraudulent claimants;
 - we** may make the policy void from the date of the fraudulent act;
 - we** will not pay any fraudulent claims;
 - we** will be entitled to recover from **you** the amount of any fraudulent claim already paid under **your** policy since the start date;
 - we** may inform the Police of the circumstances.
- We** accept as evidence of cover the booking confirmation issued to **you** by the travel company showing that the premium has been paid.
 - You** must not make any payment, admit liability, offer or promise to make any payment without written consent from **us**.
 - We** are entitled to take over any rights in the defence or settlement of any claim and to take proceedings in **your** name for **our** benefit against any other party.
 - We** may at any time pay to **you** **our** full liability under the policy after which no further payments will be made in any respect.
 - If at the time of making a claim there is any other policy covering the same risk **we** are entitled to contact that insurer for a contribution.
 - You** and **we** are free to choose the laws applicable to this policy. As **we** are based in England, **we** propose to apply the laws of England and Wales and by purchasing this policy **you** have agreed to this.

DATA PROTECTION NOTICE

Consent

We will only use **your** personal data when the law allows **us** to. Most commonly **we** will use **your** personal data under the following two circumstances:

- When **you** gave explicit consent for **your** personal data, and that of others insured under **your** policy, to be collected and processed by **us** in accordance with this Data Protection Notice.
- Where **we** need to perform the contract which **we** are about to enter into, or have entered into with **you**.

How we use your personal data

We use **your** personal data for the purposes of providing **you** with insurance, handling claims and providing other services under **your** policy and any other related purposes (this may include underwriting decisions made via automated means). **We** also use **your** personal data to offer renewal of **your** policy, for research or statistical purposes and to provide **you** with information, products or services that **you** request from **us** or which **we** feel may interest **you**. **We** will also use **your** personal data to safeguard against fraud and money laundering and to meet **our** general legal or regulatory obligations.

We collect and process **your** personal data in line with the General Data Protection Regulation and all other applicable Data Protection legislation. The Data Controller is ERGO Travel Insurance Services Ltd. The Data Processors are Towergate Underwriting Group Limited and their sub-agent.

Special categories of personal data

Some of the personal data **you** provide to **us** may be more sensitive in nature and is treated as a Special Category of personal data. This could be information relating to health or criminal convictions, and may be required by **us** for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for **us** to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes as set out in this notice.

Sharing your personal data

We will keep any information **you** have provided to **us** confidential. However, **you** agree that **we** may share this information with Great Lakes Insurance SE and other companies within the ERGO Group and with third parties who perform services on **our** behalf in administering **your** policy, handling claims and in providing other services under **your** policy. Please see **our** Privacy Policy for more details about how **we** will use **your** information.

We will also share **your** information if **we** are required to do so by law, if **we** are authorised to do so by **you**, where **we** need to share this information to prevent fraud.

We may transfer **your** personal data outside of the European Economic Area (“EEA”). Where **we** transfer **your** personal data outside of the EEA, **we** will ensure that it is treated securely and in accordance with all applicable Data Protection legislation.

Your rights

You have the right to ask **us** not to process **your** personal data for marketing purposes, to see a copy of the personal information **we** hold about **you**, to have **your** personal data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask **us** to provide a copy of **your** personal data to any controller and to lodge a complaint with the local data protection authority.

The above rights apply whether **we** hold **your** personal data on paper or in electronic form.

Your personal data will not be kept for longer than is necessary. In most cases this will be for a period of seven years following the expiry of the insurance contract, or **our** business relationship with **you**, unless **we** are required to retain the data for a longer period due to business, legal or regulatory requirements.

Further information

Any queries relating to how **we** process **your** personal data or requests relating to **your** Personal Data Rights should be directed to:

Data Protection Officer, ERGO Travel Insurance Services Ltd, Afon House, Worthing Road, Horsham, RH12 1TL, United Kingdom

Email: dataprotectionofficer@ergo-travel.co.uk

Phone: +44 (0) 1403 788 510.

CLAIMS EVIDENCE

You may need to obtain some information whilst **you** are away. Below is a list of documents and the information **we** will need in order to deal with **your** claim.

For all claims

- **Your** original policy document.
- **Your** original travel company booking confirmation showing dates of travel and insurance premium paid.
- Original bills or invoices **you** are asked to pay.
- Details of any other insurance **you** may have that may cover the same loss, such as household or private medical cover.
- As much evidence as possible to support **your** claim.

Cancellation

- Original cancellation invoice(s) detailing all cancellation charges incurred.
- For claims relating to **bodily injury**, illness or disease a medical certificate will need to be completed by the treating doctor. A certified copy of the death certificate is required in the event of a death.
- For claims relating to redundancy a letter from **your** employer confirming the length of employment and eligibility for redundancy pay.
- If cancellation was due to other non-medical reasons, please supply some form of independent documentary evidence in support of **your** claim.