

TRAVELLER'S CHOICE

TRIP CANCELLATION INSURANCE 2021

**Please ensure you read this document carefully and
keep a copy with you when travelling.**

INITIAL DISCLOSURE DOCUMENT & TERMS OF BUSINESS

Financial Conduct Authority

The Financial Conduct Authority (FCA) is an independent watchdog that regulates financial services. It requires us to give you this document. Please use the information below to confirm that the service we are offering is right for you.

Who Regulates Us?

Traveller's Choice is a trading name of Campbell Irvine Ltd, (registration No. 306242) who are authorised and regulated by the Financial Conduct Authority. You may check this on the FCA's register by visiting the FCA's website www.fca.org.uk or by contacting them on 0800 111 6768.

Whose Products do we offer?

We only offer insurances that are arranged and underwritten by tifgroup, a trading name of Travel Insurance Facilities Plc and insured by Union Reiseversicherung AG UK. Union Reiseversicherung AG is authorised and regulated by BaFin (German Federal Financial Supervisory Authority). 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.

Which Service we provide you with?

We do not recommend products after assessing your needs for cancellation insurance. We will ask you questions to determine that the product we are offering is applicable to your circumstances. You can then choose whether you wish to proceed with this product.

What will you have to pay us for our services?

We may charge an administration fee to cover any amendments to your travel insurance policy after it has been issued. Details will be provided to you at the time.

Are you covered by Financial Services Compensation Scheme (FSCS)?

Union Reiseversicherung AG, UK, is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme, if Union Reiseversicherung AG, UK cannot meet their obligations. Most insurance contracts are covered for 90% of the claim with no upper limit. This depends on the type of business and the circumstances of the claim. You can get more information about the compensation scheme arrangements from the FSCS by visiting www.fscs.org.uk. You may also contact the FSCS on their Freephone number: 0800 678 1100 or 020 7741 4100 or you can write to: Financial Services Compensation Scheme, P O Box 300, Mitcheldean, GL17 1DY

Consumer Insurance (Disclosure and Representations) Act 2012

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to: a) supply accurate and complete answers to all the questions we or the administrator may ask as part of your application for cover under the policy; b) to make sure that all information supplied as part of your application for cover is true and correct; c) tell us of any changes to the answers you have given as soon as possible. You must take reasonable care to provide complete and accurate answers to the questions we ask when you take out or make changes to your policy. If any information you provide is not complete and accurate, this may mean your policy is invalid and that it does not operate in the event of a claim or we may not pay any claim in full.

Settlement Terms

We will be responsible for collecting payment for all premiums and any alterations as soon as practicable but prior to inception of your policy. All premiums paid to us will be held as Agent of the Insurer in our non Statutory Trust Bank Account. All premiums are protected under Risk Transfer agreement with the Insurers. You will be responsible for paying promptly all of our payment requests for premiums, to enable us to make the necessary payments to Insurers. We accept payment by cash, cheque, selected credit/debit cards and bank transfers.

Your Policy

Should you mislay your policy a replacement will be issued upon written request.

Governing Law and Language

Unless some other law is agreed in writing, this policy is governed by the laws of England and Wales. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which your main residence is situated.

What to do if you have a complaint

Please see the complaints procedure detailed in the Policy Document.

DEMANDS & NEEDS

Traveller's Choice travel insurance is intended to meet the demands of travellers who require the insurance benefits embracing cancellation expenses further particulars of which are contained in the Policy Document.

Important

This policy will have been sold to you on a non-advised basis and it is therefore for you to read the Policy Document (paying particular attention to the Terms, Conditions and Exclusions) and ensure that your chosen policy meets all of your requirements. If upon reading the policy document you find it does not meet all of your requirements, please refer to the relevant cooling off section.

Eligibility

To be eligible for cover under this Cancellation policy, all persons to be insured must be under the age of 75 at the date of payment of the insurance premium. All Insured Persons must reside within the United Kingdom, Channel Isles or Isle of Man or BFPO.

POLICY DOCUMENT

SCHEME REFERENCE - TRAVELLER'S CHOICE

This Policy Document contains all the information **You** need to know about **Your** cancellation insurance. However, this policy is only valid once a validation certificate showing proof of payment of premium has been issued. Please read this Policy Document carefully and remember this travel insurance is designed to cover most events which may happen prior to **Your Trip**, but **We** cannot cover all expenses and possibilities. **You** will find full details of the cover, conditions and exclusions in this Policy Document. If **You** have any queries, or if **You** require additional cover please contact the agent who sold this policy to **You**.

This policy confirms that those persons who have paid the required premiums are insured under the above scheme which is underwritten by tifgroup, a trading name of Travel Insurance Facilities Plc and insured by Union Reiseversicherung AG UK.

Union Reiseversicherung AG is authorised and regulated by BaFin (German Federal Financial Supervisory Authority). 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

Campbell Irvine Limited is authorised and regulated by the Financial Conduct Authority No. 306242

Travel Insurance Facilities Plc is authorised and regulated by the Financial Conduct Authority. No. 306537. **You** can check our details on the Financial Services Register www.register.fca.org.uk/ or by calling the FCA on 0800 111 6768 (freephone) or 0300 500 8082.

MEDICAL WARRANTY

This policy excludes all claims relating directly or indirectly to **Pre-Existing Medical Conditions** that affect **You**, **Your Travelling Companion(s)** or anyone else upon whom **Your** travel plans may depend, such as a **Close Relative**.

This policy can only provide cover in respect of an event/occurrence which is sudden, unforeseen and beyond **Your** reasonable control and excludes all cover for **Pre-Existing Medical Conditions** unless disclosed to **Us** and **We** agree cover.

IMPORTANT MEDICAL QUESTIONS

- Have **You** or anyone insured under this policy ever been diagnosed with or received treatment for:
 - Any heart or circulatory condition?
 - A stroke or high blood pressure?
 - A breathing condition including Asthma?
 - Any type of Cancer?
 - Any type of Diabetes?
 - Any type of irritable bowel disease?
- Has your doctor altered your regular prescribed medication in the last 3 months?
- In the last 2 years - have **You**, or anyone who is insured under this policy, been treated for any serious or reoccurring **Medical Condition**, asked to take regular prescribed medication, or referred to a specialist or consultant at a hospital for tests, diagnosis or treatment?
- Are you or anyone who is insured under this policy waiting for any tests, treatment or a non-routine hospital appointment?

HEALTHCHECK

To disclose **Pre-Existing Medical Conditions** to Healthcheck, either visit Healthcheck Online at: www.policyscreening.com/tc

or call the Healthcheck line Tel: 01702 427179.

Lines are open 09.00 to 17.30 Monday to Friday and 09.00 to 17.00 on Saturdays.

When **You** contact Healthcheck, **You** will be asked for **Your**

personal and travel details. Please have **Your** individual policy number to hand if known. Once **You** have answered some specific questions about **Your Pre-Existing Medical Condition**, **You** will be advised whether the **Pre-Existing Medical Condition** can be covered, an optional additional premium may

be quoted and amendments may be made to the policy terms and conditions.

If terms can be provided for the **Pre-Existing Medical Condition** and **You** elect to take up the offer of the additional cover, **You** will be given a medical screening reference number and a letter will be sent to **You** upon receipt of payment of any optional additional premiums. Any optional additional premiums must be paid directly to Healthcheck and not the company **You** are arranging **Your** travel insurance with.

Should **You** not wish to take advantage of the optional terms quoted by Healthcheck, cover for all **Pre-Existing Medical Conditions** will be excluded.

MEDICAL EXCLUSIONS

There is no cover under this policy:

Either, at the time of taking out this policy for:

- Any **Medical Condition** for which **You** or any other person upon whom travel depends, such as a **Close Relative**, have received a terminal prognosis.
- Any **Medical Condition** that **You** are aware of but which has not had a formal diagnosis.
- Any **Medical Condition** for which **You** are on a waiting list for or have knowledge of the need for surgery, treatment or investigation at a hospital, clinic or nursing home.

Or, at any time for:

- Any **Medical Condition** that **You** have in respect of which a medical practitioner has advised **You** not to travel or would have done so if **You** had sought their advice.
- Any **Medical Condition** for which **You** are travelling to obtain treatment.
- Any **Medical Condition** for which **You** or any other person upon whom travel depends, such as a **Close Relative**, is not taking the recommended treatment or prescribed medication as directed by a medical practitioner.
- **Your** travel against any health requirements stipulated by the carrier, their handling agents or any other public transport provider.

CHANGES IN HEALTH – TEL: 01702 427 179

In addition to applying terms and conditions to **Your** policy at the point of purchase, **You** must also contact Healthcheck immediately if **Your** health changes during the **Period of Insurance** requiring **You** to now answer Yes to the Important Medical Questions. **You** should do this as soon as **Your** health changes.

Provided the journey was booked before the change of health occurred, **You** may have a valid cancellation claim if **You** have to cancel **Your** journey or if the **Insurer** can no longer provide the cover required.

If **You** book a new journey without telling Healthcheck about any health changes noted above, the **Insurer** will not cover any claims directly or indirectly caused by, arising or resulting from, or in connection with this change of health.

If advised about **Your** change of health, Healthcheck will tell **You** if they can provide cover for any claim arising from this change of health, and if so, whether any additional premium is required, or any additional terms apply. If the **Insurer** agrees to cover any change in health, then they will confirm this in writing.

If **You** do not let Healthcheck know about any of **Your** changes of health, then **You** may not have the cover **You** need and it may invalidate **Your** Policy or reduce the amount of any claim.

CANCELLATION RESTRICTION RELATING TO THE HEALTH OF ANYONE UPON WHOM YOUR TRAVEL DEPENDS

This insurance policy excludes cover for any claims arising directly or indirectly from a **Medical Condition** known to **You** at the date of policy purchase or **Trip** booking (whichever is later) that affects any **Close Relative** or

travelling companion who is not insured under this policy, or any **Close Relative** or friend of **You** or **Your** travelling companion with whom **You** intend to stay whilst on **Your Trip** if:

1. they had received a terminal diagnosis prior to the commencement of the **Period of Insurance**; or
 2. they were on a waiting-list for, or had knowledge of the need of any form of hospital treatment, consultation or investigation at the commencement of the **Period of Insurance**; or
 3. they had required any form of hospital treatment, consultation or investigation during the 90 days immediately prior to the commencement of the **Period of Insurance**; or
 4. they had a **Medical Condition** for which they had not received a diagnosis prior to the commencement of the **Period of Insurance**.
5. **You** should also refer to the policy exclusions.

DEFINITIONS

The following words or expressions carry the meaning shown below whenever they appear in bold and uppercase print within the wording of the policy:

Accommodation - The lodging room of no greater standard than that provided as part of **Your** prepaid charges in the vicinity of the hospital where the **Insured Person** is confined.

BFPO – British Forces Posted Overseas.

Close Business Colleague – someone **You** work with, who due to the nature of their job means their absence from work requires you to cancel or alter **Your Trip**. A senior manager or director of the business must confirm this in the event of a claim.

Channel Isles/Isle of Man – Jersey, Guernsey, Alderney, Sark, Herm and Isle of Man.

Close Relative - Mother, father, wife, husband, son, daughter, brother, sister, grandmother, grandfather, grandchild, parent-in-law or son or daughter-in-law or fiancé(e) or families and couples as defined under definition of **Family**.

Consequential Loss – Any other costs that are directly or indirectly caused by the event which led to **Your** claim unless specifically stated in this policy. Example 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 or illness.

Co-operate – provide **Us** with any information or documentation **We** may reasonably require to enable **Us** to verify and process **Your** claim.

Excess - The amount **You** will have to pay towards the cost of each claim under the policy after the application of the policy limits.

Family – The **Insured Person** and his/her married spouse, or cohabiting couples (including same sex) in a civil partnership and all dependent children (including adopted and stepchildren) aged under 19 years (or under 21 if in full time education) at date of payment of the insurance premium living in the same household.

Home – one of your normal places of residence in the **United Kingdom**, the Channel Islands, Isle of Man or **BFPO**.

Ill/illness – a condition, disease, set or symptoms or sickness leading to a significant change in **Your** health, as diagnosed and confirmed by a doctor during the period of insurance.

Known Event – an existing, publicly announced or publicly broadcasted occurrence such as government directives, unusual weather conditions, road traffic accidents, passport or customs delays or a strike.

Medical Condition - Any disease, **Illness** or **Injury**.

Outward Journey - The initial journey by motor transport, train, aircraft or watercraft undertaken in conjunction with the **Trip** in respect of the outbound journey from **Your** home address in the **United Kingdom, Channel Isles/Isle of Man**.

Passports, Tickets and Documents - Passports, travel

tickets, green cards and driving licences.

Pre-existing Medical Condition – Any heart or circulatory condition (including hypertension and high cholesterol), blood circulatory condition (including stroke or high blood pressure), respiratory or breathing condition (including Asthma), cancer, Diabetes, any type of irritable bowel disease. Any other **Medical Condition** for which **Your** doctor has altered your regular prescribed medication in the last 3 months. Any **Medical Condition** for which you have been treated, asked to take regular prescribed medication or referred to a specialist consultant at a hospital for tests diagnosis or treatment.

Period of insurance - the dates shown on the Schedule of Cover.

The cancellation cover starts when **You** book **Your Trip** or when the policy was issued (whichever is the later) and finishes when **You** start **Your Outward Journey**.

Redundant – being an employee where **You** qualify under the provision of the Employment Rights Acts.

Return Journey - The initial journey by motor transport, train, aircraft or watercraft undertaken in conjunction with the **Trip** in respect of the inbound journey to **Your** home address or a hospital or nursing home in the **United Kingdom, Channel Isles/Isle of Man**.

Strike Or Industrial Action – Organised action taken by a group of workers which prevents the supply of goods and services on which **Your Trip** depends.

Terrorism - Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.

Travel companion - a person(s) with whom **You** have booked to travel on the same **Trip**.

Travel documents - Current passports, ESTAs, Valid Visa's, travel tickets, European / Global Health Insurance Cards (EHIC / GHIC).

Trip - travel during the period of insurance.

Trip destination- the final destination shown on your travel itinerary.

Unexpectedly – at the time of purchase of this insurance policy there was no reasonable chance or knowledge of a circumstance that would lead to a claim, including information publicised in mainstream medical outlets.

United Kingdom - England, Scotland, Wales, Northern Ireland.

We / Our / Us / Insurer – Union Reiseversicherung AG, UK.

You / Your / Insured Person - Any person named on the validation certificate who is a permanent resident in the **United Kingdom** or **Channel Isles/Isle of Man**; and who has been present in the **United Kingdom, Channel Isles/ Isle of Man** or **BFPO** for at least six months prior to purchasing the policy; and who is registered with a medical practitioner in the area in which they reside; and who has paid the appropriate premium.

IMPORTANT INFORMATION AND CONDITIONS

1. LIMITS OF COVER

The Schedule of cover shows the limits that apply.

2. DATE RECOGNITION FAILURE

This policy contains exclusions for losses arising from equipment failing to recognise the correct calendar date. Please read the policy exclusions for further details.

3. EXCESSES

We will take an **Excess** off each claim **You** make under this insurance. The amount **You** will have to pay towards a claim is shown in the Schedule of Cover. The **Excess** is applied on a per person basis.

4. COOLING OFF PERIOD AND POLICY CANCELLATION

If **You** decide that for any reason, this policy does not meet **Your** insurance needs then please return it to **Your** agent within 14 days from the day of purchase or the day on which **You** receive **Your** policy documentation, whichever is the later. On the condition that no travel has taken place and no claims have been made or are pending, **We** will then refund **Your** premium in full.

Thereafter **You** may cancel the insurance cover at any time by informing **Your** agent however no refund of premium will be payable.

- a) Where **We** reasonably suspect fraud
- b) Non-payment of premium
- c) Threatening and abusive behaviour
- d) Non-compliance with policy terms and conditions
- e) **You** have not taken reasonable care to provide complete and accurate answers to the questions **We** ask.

If **We** cancel the policy and/or any additional covers **You** will receive a refund of any premiums **You** have paid for the cancelled cover, less a proportionate deduction for the time **We** have provided cover. Where **Our** investigations provide evidence of fraud or a serious non-disclosure, **We** may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when **You** provided **Us** with incomplete or inaccurate information, which may result in **Your** policy being cancelled from the date **You** originally took it out and **We** will be entitled to keep the premium. If **Your** policy is cancelled because of fraud or misrepresentation, this may affect **Your** eligibility for insurance with **Us**, as well as other insurers, in the future.

5. ABOUT THE COVER AND CONDITIONS

This is **Your** Policy Document. It contains certain conditions and general exclusions. **You** must meet the conditions or **We** will not accept **Your** claim. Please read all of this Policy Document carefully, especially the Medical Warranty. When **You** book **Your Trip**, **You** must declare any information **We** ask for in the declaration. If **You** do not contact the selling agent or **Us** within 14 days of the date **You** receive this insurance policy **We** will assume that **You** accept the terms and conditions of this insurance policy and can make the declaration set out. This policy is only valid if **You** also have a validation certificate showing all names of persons insured, their ages, the dates of cover and the correct premium has been paid. The policy describes the cover provided for **You** and the conditions which **Your** cover depends on. In return for the correct premium, **Insurers** will pay **You** or **Your** personal representative if **You** make a valid claim. **You** must keep to the terms, conditions and declaration of this insurance.

6. CLAIMS CONDITIONS

You must advise **Us** of any occurrence that may give rise to a claim in writing as soon as is reasonably possible after the date of such occurrence and shall supply to **Us** all such accounts and other documents as **We** may reasonably require. Any expenses incurred because of an unreasonable delay in notifying **Us** will not be paid.

You must at all times act in a reasonable manner to prevent or minimise a claim.

7. CLAIMS OUR RIGHTS

- (a) No admission, offer or promise of payment or indemnity will be made or given by **You** or on **Your** behalf without **Our** written consent.
- (b) **We** will be entitled to take over and conduct in **Your** name the defence or settlement of any claim or to prosecute in **Your** name to **Our** own benefit in respect of any claim for indemnity or damages or otherwise, and will have full discretion in the conduct of any proceedings or in the settlement of any claim and **You** must give all such information and assistance as **We** may require.
- (c) In case of illness or injury **We** may approach any doctor who may have treated **You** during the period of three years prior to the claim, and **We** may at **Our** own expense and upon reasonable notice to **You** or **Your** legal personal representative, arrange for **You** to be medically examined as often as required, or in the event of death have a post mortem examination of **Your** body.
- (d) **You** must supply at **Your** own expense a doctor's certificate in the form required by **Us** in support of any medical related claim.
- (e)

8. FRAUD

You must not act in a fraudulent way. If **You** or anyone acting for **You**:

- fails to reveal or hides a fact likely to influence whether **We** accept **Your** proposal or any adjustment to **Your** policy;
- fails to reveal or hides a fact likely to influence the cover **We** provide;
- makes a statement to **Us** or anyone acting on **Our** behalf, knowing the statement to be false;
- sends **Us** or anyone acting on **Our** behalf a document, knowing the document to be forged or false;
- makes a claim under the policy, knowing the claim to be false or fraudulent in any way; or
- makes a claim for any loss or damage **You** caused deliberately or with **Your** knowledge; or
- makes a claim that is in any way dishonest or exaggerated, then **We** will not pay any benefit under this policy or return any premium to **You** and **We** may cancel **Your** policy immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **You** and inform the appropriate authorities.

9. CLAIMS CONDITIONS

If **You** cancel **Your Trip** for medical reasons, obtain a claim form. **Your** own medical practitioner should complete the Certificate Section on the last page of the claim form.

- In the event of cancellation immediately notify the tour operator or the travel agency where **Your Trip** was booked and obtain a cancellation invoice.

- Telephone the claims number shown as soon as **You** know that there is a possibility of **Your** journey not taking place.

10. OTHER INSURANCES

We will not be liable in respect of any claim where the event leading to the claim is insured by any other existing policy or policies, except in respect of any amount beyond that which is payable under such other policy or policies.

11. PRECEDENTS TO LIABILITY

The due observance and fulfilment of the terms, provisions and conditions and endorsements of this policy in so far as they relate to anything to be done or complied with by **You** will be a condition precedent to **Our** liability to make any payment.

12. LAW

Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the **United Kingdom** or **Channel Isles/Isle of Man** in which **Your** main residence is situated.

WAHAT TO DO IF YOU WISH TO MAKE A CLAIM

To obtain a claims form, please go to:
www.csal.co.uk
or contact: Claims Settlement Agencies Ltd.
Telephone: 01702 427 172

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Note: **You** must retain receipts for medical and additional costs incurred and **You** are responsible for any policy **Excess** which should be paid by **You** at the time of treatment.

DATA PROTECTION

You should understand that any information **You** have given to Travel Insurance Facilities PLC will be used in their function as a Data Controller for the administration of the insurance contract. This information will be processed in compliance with the provisions of the UK Data Protection Act and the General Data Protection Regulation that will be enforced on 25th May 2018 for the purpose of providing travel insurance and handling claims, complaints and medical assistance, if any. This involves providing such information to other parties, including the selling agent, claims handlers and Union Reiseversicherung AG (URV, the insurer of tifgroup).

For example, this would occur in circumstances, such as a medical emergency. This may require transferring information about **You** to countries outside the European Economic Area (EEA).

You have a right to access, rectification and erasure of information that Travel Insurance Facilities PLC holds about **You**.

If **You** would like to exercise either of these rights **You** should contact in writing: The Data Protection Officer, Travel Insurance Facilities, 1 Tower View, Kings Hill, West Malling, Kent, ME19 4UY.

Travel Insurance Facilities Plc are registered with the Information Commissioner's Office and undertake to comply with the Data Protection Act 1998 ("DPA") and EC Directive 95/46/EC (up to and including 24 May 2018) and the General Data Protection Regulation ("GDPR") and (EU) 2016/679)) (on and from 25 May 2018).

For our full privacy policy terms, please see:
www.tifgroup.co.uk/privacy

SCHEDULE OF COVER

COVER	LIMIT (per person, up to)	Excess (Per Person)
Cancellation	£3,500	£100 (£25 loss of deposit)

CANCELLATION

What is covered:

We will indemnify **You** up to the amount stated in the Schedule of Cover for **Your** proportional share of any pre- paid costs that are directly related to **Your Trip** for:

- transport charges
- **Accommodation** costs
- foreign car hire
- pre-paid excursions booked before **You** go on **Your Trip**;

which **You** have paid and cannot get back from anyone else in the first instance, or which cannot be transferred or used for another purpose and results in a financial loss, where **You** were forced to cancel **Your Trip** because the following **Unexpectedly** happened before **You left Home** which **You** would not have been expected to foresee or avoid:

1. **You** or anyone insured on this policy, became **Ill** with an infectious disease within 14 days of **Your Trip** starting (including contracting Covid-19);
2. **You**, a **Travel Companion**, a **Close Relative**, a **Close Business Colleague**, or the person you were going to stay with became **Ill** (excluding contracting Covid-19), was injured or died;
3. **Your Home** was burgled, or seriously damaged by fire, storm or flood;
4. **You**, or a **Travel Companion** were called for jury service or required as a witness in a court of law;
5. **You**, or a **Travel companion** were made **Redundant**;
6. **You**, or a **Travel Companion** had leave withdrawn and are in the armed forces (including reserves and territorial), emergency services, medical or nursing professions (in the public sector) or senior employees of the government;
7. as a result of fire, earthquake, storm, flood, riot or civil unrest; the Foreign Commonwealth and Development Office (FCDO) or comparable prohibitive regulations by the government of the country **You** were due to visit and within 50 miles of **Your** chosen destination, change the travel advice to advise against all or all but essential travel.

EXCLUSIONS

We shall not be liable for any claims arising directly or indirectly from:

1. The consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority;
2. **Consequential Loss** of any kind;
3. Irradiation, or contamination by nuclear material; or The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter;
4. Loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds;
5. Flying or aerial activity of any kind (other than as a fare paying passenger in a fully licensed passenger carrying aircraft);
6. **Your** wilful, malicious or unlawful acts or whilst under

the influence of alcohol or drugs;

7. Any injury, illness, death, loss, expense or other liability attributable to HIV (Human Immunodeficiency Virus) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) and/or any mutual derivative or variations thereof however caused (unless declared to Us prior to effecting this insurance, please refer to Health Warranty);
8. The failure of any computer equipment, integrated circuits, computer chips or computer software to correctly recognise any date change;
9. **Terrorism** as defined by the Terrorism Act 2000 and any amending or substituting legislation. We will, however, cover any loss or damage (but not related cost or expense), caused by any act of **Terrorism** provided that such act did not happen directly or indirectly because of biological, chemical, radioactive or nuclear pollution or contamination or explosion;
10. **You** travelling against British Foreign, Commonwealth & Development Office (FCDO) advice or where it is deemed unsafe for **You** to travel at the time of **Your** departure;
11. **You** travelling against any health requirements stipulated by the carrier, their handling agents or any other public transport provider;
12. The tour operator, airline or any other company, firm or person either becoming insolvent or being unable to or unwilling to fulfil any part of their obligation;
13. Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted. For the purposes of this Policy, Electronic Data shall mean facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware. For the purposes of this Policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature;
14. **You** having not paid **Your Excess** or accepted it will be deducted from any settlement;
15. **You** claiming due to a **Known Event**;
16. **You** being unable to provide evidence from a medical professional confirming your **Illness** or infectious disease;
17. **You** cancelling **Your Trip** because:
 - **You** chose or were recommended to quarantine or isolate as a result of exposure to an infectious disease including Covid-19;
 - **You** simply did not want to travel or had a fear of travelling;
 - **You** could no longer afford to pay for the **Trip**;
 - of a **Pre-existing Medical Condition** which **You** have not told Healthcheck about and that **We** have not agreed to cover in writing;
 - of any epidemic, or pandemic as declared by the World Health Organisation (WHO);
 - due to FCDO, government or local authority advice relating to any infectious disease including Covid-19;
18. **You**, or a **Travel Companion** not obtaining the required **Travel Documents**, inoculations or vaccinations for the area **You** are travelling to;
19. **You**, or a **Travel Companion** are the defendant in a court of law;
20. **You** not obtaining prior authority to take leave or **Your**

leave was cancelled on disciplinary grounds;

21. **You** asking **Us** to pay for a loss that is insured or guaranteed by any other existing protection, specifically Package Travel Regulations, Air Passenger Rights, ATOL (including Civil Aviation Authority requirements), or ABTA protection, or from your credit card provider under s75 Consumer Credit Act, or any other specific legislation for transport or travel providers;
22. **You** asking **Us** to pay for any costs already accepted or offered by **Your** transport and/or **Accommodation** provider, even if this is a credit note or alternative travel arrangements;
23. **You** being unable to prove **Your** financial loss;
24. **You** do not **Co-operating** with **Us**;
25. **You** purchasing insurance with the reasonable intention or likelihood of claiming;
26. Course charges or tuition fees unless agreed in writing by **Us**.

COMPLAINTS PROCEDURE

It is the intention to give **You** the best possible service but if **You** do have any questions or concerns about this insurance or the handling of a claim **You** should follow the Complaints Procedure below:

Complaints regarding:

Either a) SALE OF THE POLICY AND ASSISTANCE

Please contact **Your** agent who arranged the Insurance on **Your** behalf.

If **Your** complaint about the sale of **Your** policy cannot be resolved by the end of the third working day, **Your** agent will pass it to: Customer Insights Manager URV, 1 Tower View, Kings Hill, West Malling, Kent ME19 4UY

Call on 0203 829 6604 or email complaints@tifgroup.co.uk

Or b) YOUR CLAIM

Please contact Claims Settlement Agencies. The Managing Director, Claims Settlement Agencies Ltd, 308-314 London Road, Hadleigh, Benfleet, SS7 2DD.

In all correspondence, please state that **Your** insurance is provided Travel Insurance Facilities Plc and quote scheme reference Travellers Choice 2021

If **Your** complaint about **Your** claim cannot be resolved by the end of the third working day, Claim Settlement Agencies will pass it to: Customer Insights Manager URV, 1 Tower View, Kings Hill, West Malling, Kent ME19 4UY

Call on 0203 829 6604 or email complaints@tifgroup.co.uk

After following the complaints process, if it is not possible to reach an agreement, **You** have the right to make an appeal to the Financial Ombudsman Service. This also applies if **You** are insured in a business capacity and have an annual turnover of less than €2million and fewer than ten staff.

You may contact the Financial Ombudsman Service at: Exchange Tower London E14 9SR.

Tel: **0800 023 4567** or **0300 123 9123**

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

The complaints procedure above does not affect any legal rights **You** may have to take action against **Us**. Please note that the Ombudsman will not normally review **Your** case until such time **We** have made **Our** final decision.

Please give **Us** the opportunity to handle **Your** complaint before referring things to the Ombudsman.

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if We cannot meet Our obligations. This depends on the type of business and circumstances of the claim. Most insurance contracts are covered for 90% of the claims.

Further information is available from the Financial Conduct Authority or the FSCS at www.fscs.org.uk or 020 7892 7300.