

TOP UP



Cancellation

Policy Wording 2020

This document is to notify **you** that the following insurance has been effected with Certain Underwriters at Lloyd's.

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IMPORTANT INFORMATION

Introduction

Please take a little time to read and understand what **we** will cover and what **we** will not cover under **your** insurance contract along with what **you** should do in the event of a claim to avoid any frustration or disappointment.

This document explains the detailed terms of **your** insurance once **your** details are accepted by the administrator. **We** have tried to make this insurance contract easily understood by **you**, the customer, in an effort to eliminate unrealistic expectations if an unfortunate incident should occur.

At the same time let **us** assure **you** that if something occurs that is covered by this insurance contract, then **we** will try **our** best to provide **you** with a high level of timely and courteous service.

Administrator

This policy has been arranged and is administered by P J Hayman & Company Ltd, Stansted House, Rowlands Castle, Hampshire PO9 6DX, as the agent for the Insurer. Registered in England: No. 2534965. Authorised and regulated by the Financial Conduct Authority (firm reference number 497103). Details about the extent of our regulation by the FCA are available on request.

Insurer

Antares Syndicate 1274 at Lloyd's. Registered Office: 21 Lime Street, London EC3M 7HB. Antares is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

This document only constitutes a valid evidence of insurance when it is issued in conjunction with a **certificate of insurance**.

What makes up this top up policy?

This policy wording and the **certificate of insurance** must be read together as they form **your** insurance contract. **You** should read this document carefully. It gives **you** full details of what is and is not covered and the conditions of the cover.

Eligibility

This policy is only available:

- If **you** are aged 79 years or under at the time of purchasing this top up policy;
- If **you** are permanently resident in the **United Kingdom**;
- If **you** are in the **United Kingdom** at the time of purchasing this policy;
- If **you** have purchased **your main travel insurance policy** either:
 - a) prior to purchasing this top up policy, or
 - b) at the same time as purchasing this top up policy;
- For specific trips, the dates of which are shown on **your certificate of insurance**. If **your main travel insurance policy** is an annual policy, this top up policy will only provide cover for a specified single trip, the dates of which are shown on **your certificate of insurance**.

Territorial limits

Worldwide - including USA and Canada.

Insuring clause

In consideration of payment of the premium, **we** will indemnify or otherwise compensate **you** against financial loss, as described in and subject to the terms, conditions, limits and exclusions of this top up policy, occurring or arising during the **period of insurance**.

Cooling off period

We will refund in full **your** premium, if, within 14 days of the **period of insurance** starting or receiving the top up policy, whichever is later, **you** decide that it does not meet **your** needs, providing that **you** have not commenced **your** trip, reported or are intending to report a claim. In order to cancel the top up policy, please return all the documentation to the administrator. Once the 14 days has expired **you** have no right to a refund if **you** cancel this insurance.

Law applicable to this contract

Unless specifically agreed to the contrary this insurance shall be subject exclusively to the law and jurisdiction of the courts of England and Wales.

PRIVACY NOTICE

Who we are

We are each the Lloyd's underwriter(s) and P J Hayman & Company Limited as identified in the contract of insurance and/or the **certificate of insurance**. **We** are each Data Controllers in respect of **your** personal information.

Basic information

We collect and use relevant information about **you** to provide **you** with **your** insurance cover or the insurance cover that benefits **you** and to meet **our** legal obligations. This information includes details such as **your** name, address and contact details and any other information that **we** collect about **you** in connection with the insurance cover from which **you** benefit. This information may include more sensitive details such as information about **your** health.

In certain circumstances, **we** may need **your** consent to process certain categories of information about **you** (including sensitive details such as information about **your** health). Where **we** need **your** consent, **we** will ask **you** for it separately. **You** do not have to give **your** consent and **you** may withdraw **your** consent at any time. However, if **you** do not give **your** consent, or **you** withdraw **your** consent, this may affect **our** ability to provide the insurance cover from which **you** benefit and may prevent **us** from providing cover for **you** or handling **your** claims.

The way insurance works means that **your** information may be shared with, and used by a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. **We** will only disclose **your** personal information in connection with the insurance cover that **we** provide and to the extent required or permitted by law. **We** will never sell any personal information **you** provide **us**.

Other people's details you provide to us

Where **you** provide **us** or **your** agent or broker with details about other people, **you** must provide this notice to them.

Want more details?

For more information about how **we** use **your** personal information please see **our** full privacy notice(s), which is available online on **our** website or in other formats on request.

Website: www.antaresunderwriting.com

Website: www.pjhayman.com/documents/PJH_Privacy_policy.pdf

Contact details

You have rights in relation to the information **we** hold about **you**, including the right to access **your** information. If **you** wish to exercise **your** rights, discuss how **we** use **your** information or request a copy of **our** full privacy notice(s), please contact **us** at:

- **For Antares Managing Agency Ltd**

Post: Data Protection Officer, 21 Lime Street, London EC3M 7HB

Email: Compliance2@antaresunderwriting.com

Phone: +44 (0) 20 7959 1900

- **For P J Hayman & Company Limited**

Post: Data Protection Officer, Stansted House, Rowlands Castle, Hampshire

PO9 6DX

Email: Customerservices@pjhayman.com

DEFINITIONS

Where **we** explain what a word means that word will be highlighted in bold print and will have the same meaning wherever it is used in the policy.

“**Certificate of insurance**” means an insurance validation **certificate** which forms part of this policy and contains the name of policyholder, shows the **period of insurance**, gives details of the cover provided by this policy and **your main travel insurance policy**.

“**Computer System**” means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the **insured person/you** or any other party.

“**Cyber Act**” means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **computer system**.

“**Cyber Incident**” means any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **computer system** or any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **computer system**.

“**Event**” means a situation that occurred causing **you** to claim under **your main travel insurance policy** during the **period of insurance** which resulted in a successful claim.

“**GDPR**” means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the Processing of Personal Data and repealing Directive 95/46/EC (General Data Protection Regulation).

“**Home**” means **your** normal place of residence which must be in the **United Kingdom**.

“**Imminent claim**” means an incident, occurrence or **event** that could give rise to a claim under this top up policy that **you** are or were aware of prior to the inception date of this top up policy that was intended to be or had just been reported under **your main travel insurance policy**.

“**Main travel insurance policy**” means **your** travel insurance policy or policies that cover **you** whilst travelling either in the **United Kingdom** or internationally, as shown on **your certificate of insurance**.

“**Partner**” is **your** spouse or someone of either sex with whom **you** have a permanent relationship as a couple, and who also lives with **you** at **your home**.

“**Period of Insurance**” means the period for which **we** have accepted the premium, as stated in **your certificate of insurance**.

“**Top up**” means the maximum amount **we** will pay over and above the limit under the terms of **your main travel insurance policy**, as shown on **your certificate of insurance**.

“**Underlying limit**” means the maximum amount of cover payable under the terms of **your main travel insurance policy**.

“**United Kingdom**” means England, Wales, Scotland, Northern Ireland, Channel Islands and the Isle of Man.

“**Waiting Period**” means the first 7 days of cover under this policy.

“**Waived or reimbursed**” means a claim where a third party has already made good the top up shown in the schedule of **your main travel insurance policy**.

“**We/Us/Our**” means Antares Syndicate 1274 at Lloyd's and/or **our** Agents.

“**You/Your/Insured Person**” means the person(s) whose name(s) appear(s) on **your certificate of insurance**.

YOUR TOP UP CANCELLATION & CURTAILMENT COVER

What you are covered for:

Subject to the appropriate premium being paid, **we** will pay **you** up to **your top up** cover limit, shown on **your certificate of insurance**.

Cover will only operate when the **underlying limit** of **your main travel insurance policy** is exceeded following a claim payment. The maximum amount payable is the total accepted cost of the claim less the **underlying limit** of **your main travel insurance policy** up to **your top up** cover limit, under this top up policy.

What you are not covered for:

We shall not be responsible for:

1. Any claim that **your main travel insurance policy** does not respond to or the **underlying limit** is not exceeded.
2. Any claim that is refused under **your main travel insurance policy**.
3. Any claim on **your main travel insurance policy** which occurred prior to the **period of insurance**, as shown on **your certificate of insurance**, that **you** were aware was an **imminent claim**.
4. Any contribution or deduction from the settlement of **your** claim against **your main travel insurance policy**.
5. Any claim notified to **us** more than 31 days following the payment date of **your** claim under **your main travel insurance policy**.
6. Any claim that has been **waived or reimbursed**.
7. Any liability **you** accept by agreement or contract without **our** written agreement, unless **you** would have been liable anyway.
8. Any claim which occurs during the **waiting period**.
9. Any loss, damage, liability, cost or expense arising directly or indirectly out of a **cyber act** or **cyber incident**.

GENERAL EXCLUSIONS

In addition to “what **you** are not covered for” under this top up policy, **we** shall not be responsible for claims which are directly or indirectly caused by, occasioned by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the claim:-

1. war, invasion or warlike operations (whether war be declared or not), hostile acts of sovereign or government entities, civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power or martial law or confiscation by order of any government, or
2. Any **act of terrorism**.

For the purpose of this General Exclusion an **act of terrorism** means 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 government(s), 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.

3. Any amount exceeding the aggregate limit (expenses incurred in respect of any one claim for all **insured persons** any one event) for Cancellation. If the aggregate amount exceeds the aggregate limit the amount payable for each **insured person** shall be proportionately reduced until the total does not exceed such aggregate limit.
4. The General Exclusions also exclude loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (1) and/or (2) above.

If **we** allege that by reason of any of the General Exclusions, any loss, damage, cost or expense is not covered by this top up policy, the burden of proving the contrary shall be upon **you**.

In the event any portion of the General Exclusions are found to be invalid or unenforceable, the remainder shall remain in full force and effect.

GENERAL CONDITIONS

1. **Your main travel insurance policy** must be maintained, current and valid.
2. The person making the claim under the top up policy must be named on the **certificate of insurance** and on **your main travel insurance policy** certificate of insurance. **We** accept that, if the **main travel insurance policy** is in **your partner's** name, this top up policy will respond.
3. If **we** establish that **you**, or someone on **your** behalf, has carelessly provided **us** with false or misleading information in obtaining this top up insurance policy or in support of any claim under this top up insurance, then **we** may treat this top up policy as if it never existed and return **your** premium, or cancel **your** top up policy and refuse to pay any claim, or revise the premium or not pay a claim in full.
4. **We** can take proceedings in **your** name but at **our** expense to recover for **our** benefit the amount of any payment made under this top up policy.
5. If **you** are covered by any other insurance which operates as a top up policy over **your main travel insurance policy**, then in the event of a valid claim under this top up policy **we** will only pay **our** share of the claim.
6. **You** must take reasonable steps to safeguard against loss or additional exposure to loss.
7. **We** will only give **you** the cover that is described in this top up policy if **you** or any other **insured person** have complied with the terms and conditions of the **main travel insurance policy(ies)** and all the terms and conditions of this top up insurance policy, as far as they apply.
8. If **you** make a claim under this top up policy that is found to be false or fraudulent in any way, the policy is void and any claim will not be paid.
9. This insurance is only valid if **you** are aged 79 years or under, a permanent resident of the **United Kingdom** and **you** were in the **United Kingdom**, at the time of purchasing this top up policy.
10. **Sanctions, Export and Exchange Control Clause**

We shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of the cover, payment of the claim or provision of the benefit would expose **us** to any sanction, prohibition or restriction under United Nations, resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

11. The GDPR and Data Protection Act 2018:

For the purpose of providing this insurance and handling of claims or complaints, **we** may need to transfer certain information which **you** have provided to **us** to other parties. Any information **you** have provided will be dealt with by **us** in compliance with the provisions of the **GDPR** and Data Protection Act 2018.

CLAIMS PROCEDURE

If **you** require a claim form, please contact **our** claims administrators at:

- Fogg Travel Insurance Services Limited
Crow Hill Drive, Mansfield, Notts. NG19 7AE
Telephone: **01623 631331**

You should quote Top Up My Cover Cancellation Insurance.

Please note that it is a condition of **your policy** that **you** notify **us** of **your** intention to make a claim within 31 days following the payment date of **your** claim under **your main travel insurance policy**.

When **you** contact **us** please ensure that **you** have the following information available to **you** as **we** will require it to process **your** claim:

- **your** Policy Reference;
- a copy of **your certificate of insurance**;
- a copy of **your** claim settlement letter or e-mail from the company providing **your main travel insurance policy**, which must state the amount settled, date of settlement and the excess deducted;
- a copy of the certificate of insurance showing the excess applicable, the amount of cancellation & curtailment cover per **insured person**, the **period of insurance** and the persons covered for **your main travel insurance policy**.

Please note that failure to follow these steps may delay and/or jeopardise the payment of your claim.

COMPLAINTS PROCEDURE

If **you** have any questions or concerns about the insurance **you** should, in the first instance, contact **our** administrator:

- The Customer Services Manager, P J Hayman & Company Limited
Stansted House, Rowlands Castle, Hampshire PO9 6DX
Email: customerservices@pjhayman.com

If **you** have any questions or concerns about the handling of a claim, please contact:

- Fogg Travel Insurance Services Limited
Crow Hill Drive, Mansfield, Notts. NG19 7AE

We are dedicated to providing **you** with a high quality service and want to ensure that this is maintained at all times. If **you** feel that **we** have not offered a first class service please contact **us**, quoting **your** Policy Reference and **we** will do **our** best to resolve the problem. **Our** address is:

- The Compliance Officer
Antares Syndicate 1274
21 Lime Street, London EC3M 7HB

In the first instance, **we** will review **your** complaint and hope to resolve the matter. **We** will investigate the circumstances regarding **your** complaint and write to **you** within two weeks with **our** response.

Should **you** remain dissatisfied with the response that **you** receive from **us**, **you** may if **you** wish, refer **your** complaint to Lloyd's who will investigate the matter and provide a final response.

Lloyd's contact details are as follows:

- Complaints
Fidentia House, Walter Burke Way
Chatham Maritime, Chatham, Kent ME4 4RN
Telephone: +44 (0)20 7327 5693
Fax: +44 (0)20 7327 5225
Email: complaints@lloyds.com

We always seek to improve our service and we therefore welcome feedback and suggestions for improvement. Should **you** wish to raise any comments regarding the Lloyd's complaints process **you** may raise those with the Lloyd's Head of Market Conduct at HeadofConduct@lloyds.com. However, we would ask that **you** do not use this email to notify Lloyd's of individual complaints, but please instead use the contact details already provided. Details of Lloyd's complaints procedures including timescales are set out in a leaflet “Your Complaint – How We Can Help” available from the above address or on the website www.lloyds.com

Ultimately, should **you** remain dissatisfied with Lloyd's final response, **you** may, if **you** are an Eligible Complainant, refer **your** complaint to the Financial Ombudsman Service (FOS). The Financial Ombudsman Service is an independent service in the UK for settling disputes between consumers and businesses providing financial services.

The FOS's contact details are as follows:

- Financial Ombudsman Service
Postal address: Exchange Tower, Harbour Exchange, London E14 9SR
Customer Helpline: **0800 023 4567**
Website: www.financial-ombudsman.org.uk
Other ways to get in touch:
0300 123 9 123 - calls to this number cost no more than calls to 01 and 02 numbers
(18002) 020 7964 1000 - calls using next generation text relay
complaint.info@financial-ombudsman.org.uk - by email

Definition of an Eligible Complainant:

1. A Consumer – any natural person acting for purposes outside their trade, business or profession.
2. A Micro-Enterprise – an enterprise which employs fewer than 10 persons and has a turnover or annual balance sheet that does not exceed €2 million.
3. A Charity – which has an annual income of less than £1 million at the time the complaint is made.
4. A Trustee – of a trust which has a net asset value of less than £1 million at the time the complaint is made.

The complaints handling arrangements above are without prejudice to your rights in law.

Online sales only: If **you** purchased **your** policy online, **you** are also able to use the EC Online Dispute Resolution (ODR) platform at <http://ec.europa.eu/consumers/odr/> who will notify the FOS on **your** behalf.

FINANCIAL SERVICES COMPENSATION SCHEME

Your insurer is 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 the circumstances of the claim. Most insurance contracts are covered for 90% of the claim. **You** can get more information about compensation scheme arrangements from the FSCS, telephone number 0800 678 1100 or 020 7741 4100 or by visiting their website at www.fscs.org.uk