



Cancellation

Policy Wording 2025/26

This insurance is underwritten by Endurance Worldwide Insurance Limited under the binding authority number B6151PJH2024.

CONTENTS

Important Information:

- Introduction 1
- Insurer 1
- What makes up this top-up policy? 1
- Territorial limits 1
- Cancellation rights ("Cooling off" period) 1
- Eligibility 1
- Administrator 1
- Fraudulent claims 1
- Insuring clause 1
- Law applicable to this contract 1

Privacy Notice

Definitions

Your Top Up Cancellation & Curtailment Cover:

- What you are covered for: 3
- What you are not covered for: 3

General Exclusions 3

General Conditions 3

Claims Procedure 4

Complaints Procedure 4

Financial Services Compensation Scheme 4

IMPORTANT INFORMATION

Introduction

Please take a little time to read and understand what **we** will cover and what **we** will not cover under **your top-up policy** 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 **top-up policy** 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.

Insurer

This **top-up policy** is underwritten by Endurance Worldwide Insurance Limited, a wholly owned subsidiary of Sompo International Holdings Ltd., registered in England and Wales, Registration Number 04413524, home state, United Kingdom. Registered Office: 2 Minster Court, 1st Floor, Mincing Lane, London, EC3R 7BB. Endurance Worldwide Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulatory Authority under registration number 219654. This can be found on the Financial Services Register at www.fca.org.uk.

What makes up this top-up policy?

This document, the **schedule** and any endorsements must be read together as they form **your top-up policy**. **You** should read this document carefully. It gives **you** full details of what is and is not covered and the conditions of the cover. This document only constitutes a valid evidence of insurance when it is issued in conjunction with the **schedule**.

Territorial limits

Worldwide - including USA and Canada.

Cancellation rights during the statutory period ("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.

Cancellation outside the statutory period

Once the 14 day cooling off period has expired, **you** can cancel this insurance, however no refund of premium will be made.

Eligibility

This **top-up policy** is only available:

- If **you** are aged 85 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 **top-up policy**;
- If **you** have purchased **your main travel insurance policy** prior to purchasing this **top-up policy**.
- For specific trips, the dates of which are shown on **your schedule**. 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 schedule**.

Administrator

This **top-up policy** has been arranged and is administered by PJ 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.

Fraudulent claims

If **you**, or anyone acting on **your** behalf, make a claim knowing it to be false or fraudulent in amount or in any other respect this insurance will become invalid. This means **we** will not pay the false or fraudulent claim, or any subsequent claim.

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**.

Law applicable to this contract

The parties to this contract are free to choose the applicable law. 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

The Insurer, Endurance Worldwide Insurance Limited ("We/Us/Our") and PJ Hayman & Company Limited (**your** Administrator) as identified in the **top-up policy** and/or the **schedule** are each the Data Controller of the data collected about **you**. As such, **we** are responsible for the way in which this data is processed and will use personal information and, to the extent applicable, special category data given by **you**, together with other information for, amongst other things, the administration of this **top-up policy**, the handling of claims, the provision of customer services, credit checks and to prevent and detect fraud, as described more fully below in the Sompo International General Privacy Policy. **We** are a member of the Sompo International group; as such, the information **you** provide may also be disclosed to **our** affiliates or parent, service providers and agents for these purposes. It may also be disclosed to the insured's insurance advisor, where appointed.

We may need to collect and process information relating to individuals who may benefit from this **top-up policy**, which may include both personal data and special category data (such as medical history). You must ensure that you have explicit verbal or written consent from these individuals to such information being processed by us.

In collecting or processing personal data, including special category data, about you or related third parties under this **top-up policy**, we shall comply with applicable data protection legislation.

We are committed to protecting your personal information and respecting the data protection and privacy rights you have under applicable law and regulations.

When you submit any information to us for the purpose of requesting information from us about, or obtaining, our products or services, we will use the information you provide, including any personal information, in its insurance business to conduct its business and perform its legal obligations, including:

- (i) verifying your identity;
- (ii) preventing, investigating or reporting fraud or potential fraud, money laundering, terrorism, misrepresentation, security incidents, sanctions violations or any crime, all in accordance with applicable law and regulations;
- (iii) assessing, establishing and managing claims and arranging or entering into any appropriate settlements;
- (iv) managing, reporting and auditing our business operations;
- (v) recovering debt;
- (vi) developing, improving and protecting our products, services, website, systems and relationships with you;
- (vii) carrying out research, risk management and statistical analyses;
- (viii) establishing, exercising or defending legal claims; and
- (ix) meeting regulatory and compliance requirements.

We will ensure that your personal data is processed in a manner consistent with the purposes set above. We will retain your personal data for as long as it is necessary for the purposes mentioned above or as long as required by law.

To the extent applicable, we may also use your contact details (including email address(es)) to send you information about related products and services or other products and services provided by us or one of our group companies.

We may share your information for the purposes outlined above with:

- (i) our group companies;
- (ii) brokers, other insurers and underwriters;
- (iii) healthcare professionals;
- (iv) law enforcement authorities;
- (v) other government authorities;
- (vi) fraud prevention agencies; and
- (vii) third parties involved in any aspect of claims management including surveyors, loss adjusters, claims agents, solicitors and private investigators;
- (viii) parties that may have a financial interest in the **top-up policy** or claim;
- (ix) other service providers that may process your personal information on our behalf (for example, IT service providers that host or support our business and may have data that includes your personal information); and
- (x) others with your consent or in accordance with applicable law and regulations.

If you have provided information about another person, in doing so you confirm that you have such person's consent to provide the personal information to us, that you have told such person that you have provided the information to us and how We will use the personal information as described in this notice.

To the extent you have provided your consent, and your consent provides the basis for our use of the information, you may withdraw your consent at any time by contacting us as described below.

More details about how we use your personal information may be found:

in the Sompo International General Privacy Policy, available on our website at: <https://www.sompo-intl.com/privacy-policies/> and the PJ Hayman website at: www.pjhayman.com/documents/PJH_Privacy_policy.pdf

The website also provides additional information about your data protection rights, how you may access and update your personal information and other choices you have about how we use your personal information (including how to object to processing or withdrawing your consent at any time).

If you have any questions regarding this notice, please contact us at:

Attn: Chief Compliance Officer Sompo International
Post: 1221 Avenue of the Americas, New York City, NY 10020
Email: Privacy@sompo-intl.com

For PJ Hayman & Company Ltd:
Post: Compliance Manager, PJ Hayman & Company Limited,
Stansted House, Rowlands Castle, Hampshire PO9 6DX
Email: Customerservices@pjhayman.com

DEFINITIONS

Any word or expression to which a specific meaning has been attached will bear the same meaning throughout this **top-up policy**. For ease of reading the definitions are in bold font.

“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.

“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 **schedule**.

“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 **schedule**.

“Schedule” means an insurance validation certificate which forms part of this **top-up policy** and contains the name of the policyholder, gives the details of the cover provided by this **top-up policy** and the cover limit of your **main travel insurance policy**.

“Top Up” means the maximum amount we will pay over and above the **underlying limit** of your **main travel insurance policy**, as shown on your **schedule**.

“Top-Up Policy” means this document, the **schedule** and any applicable Endorsements.

“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, the Isle of Man and Gibraltar.

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

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

“We/Us/Our” means Endurance Worldwide Insurance Limited.

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

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 schedule**.

Cover will only operate when the **underlying limit of your main travel insurance policy** is exceeded following a claim payment. This **top-up policy** will pay the outstanding amount of **your** claim after the **underlying limit** has been paid. The maximum amount payable under this **top-up policy** is shown on **your schedule**.

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 schedule**, 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 that has been **waived or reimbursed**.
6. Any liability **you** accept by agreement or contract without **our** written agreement, unless **you** would have been liable anyway.
7. Any claim which occurs during the **waiting period**.
8. 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 that exceeds the total limit payable for one event for all **insured persons** as shown on the **schedule**. If the claim amount is more than the total limit shown on the **schedule**, the amount payable per **insured person** will be reduced until the total does not exceed the 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.

5. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

6. radioactive, toxic, explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

GENERAL CONDITIONS

You must comply with the following conditions to have the full protection of **your** insurance.

If **you** do not comply **we** may at **our** option cancel the insurance or refuse to deal with **your** claim or reduce the amount of any claim payment.

1. **Your main travel insurance policy** must be valid and in force at the time of a cancellation claim.
2. The person making the claim under the **top-up policy** must be named on the **schedule** and on **your main travel insurance policy** schedule/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. **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**.
4. 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.
5. **You** must take reasonable steps to safeguard against loss or additional exposure to loss.
6. **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 policy**, as far as they apply.
7. If **you** make a claim under this **top-up policy** that is found to be false or fraudulent in any way, the **top-up policy** is void and any claim will not be paid.
8. This insurance is only valid if **you** are aged 85 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**.
9. **Sanctions Suspension**

It is a condition of this insurance, and the Insured agrees, that the provision of any cover, the payment of any claim and the provision of any benefit hereunder shall be suspended, to the extent that the provision of such cover, payment of such claim or provision of such benefit by the Insurer would expose that Insurer to any sanction, prohibition or restriction under any:

- a) United Nations' resolution(s); or
- b) the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Such suspension shall continue until such time as the Insurer would no longer be exposed to any such sanction, prohibition or restriction.

10. Several Liability

Your main travel insurance policy and this **top-up policy** are separate contracts of insurance. Neither insurer will be responsible for the obligations or cover under the other contract of insurance. **You** will not be able to make a claim under this **top-up policy** for something that should be covered by **your main travel insurance policy**, even if **your main travel insurance policy** does not pay a claim or does not pay in full.

11. Information you have given us

In deciding to accept this **top-up policy** and in setting the terms and premium, **we** have relied on the information **you** have given **us**. **You** must take care when answering any questions **we** ask by ensuring that all information provided is accurate and complete. If **we** establish that **you** deliberately or recklessly provided **us** with false or misleading information **we** will treat this **top-up policy** as if it never existed and decline all claims. If **we** establish that **you** carelessly provided **us** with false or misleading information it could adversely affect **your top-up policy** and any claim. For example, **we** may:

- treat this **top-up policy** as if it had never existed and refuse to pay all claims and return the premium paid. **We** will only do this if **we** provided **you** with insurance cover which **we** would not otherwise have offered;
- amend the terms of **your** insurance. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **your** carelessness;
- reduce the amount **we** pay on a claim in the proportion the premium **you** have paid bears to the premium **we** would have charged **you**; or
- **we** or **your** insurance broker will write to **you** if **we**:
- intend to treat **your top-up policy** as if it never existed; or
- need to amend the terms of **your top-up policy**. If **you** become aware that information **you** have given **us** is inaccurate, **you** must inform **your** broker as soon as practicable.

CLAIMS PROCEDURE

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

- Claims Department, PJ Hayman & Company Limited
Stansted House, Rowlands Castle, Hampshire PO9 6DX
Telephone: 02392 419 045
Email: claims@pjhayman.com

You should quote Top Up My Cover Cancellation Insurance.

Please note that it is a condition of your top-up policy that you notify us of your intention to make a claim as soon as reasonably possible.

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 top-up policy Reference;
- a copy of your schedule;
- 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

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 or you have any questions or concerns about this top-up policy or the handling of your claim please contact us, quoting Agreement Reference Number B6151PJH2024 and we will do our best to resolve the problem.

Our administrator contact details are:

Compliance Manager
PJ Hayman & Company Limited
Stansted House, Rowlands Castle, Hampshire PO9 6DX
Email: customerservices@pjhayman.com
Telephone: 02392 419 833

If your complaint can be resolved within three (3) business days:

We will aim to resolve your concerns within three (3) business days, following receipt of your complaint. A written Summary Resolution Communication will be provided to you if the complaint is resolved to your satisfaction.

In the unlikely event that you remain dissatisfied, you may be entitled to refer the matter to the Financial Ombudsman Service, free of charge.

If your complaint cannot be resolved within three (3) business days:

We will send you an acknowledgement letter to explain your complaint has been escalated to the Head of Compliance, who will investigate your complaint and keep you informed throughout the process.

We will investigate your complaint and provide one of the following within eight (8) weeks of receipt of your complaint:

- A final response letter explaining the outcome of our investigation, the reason for our decision and information on how to steps to take, should you remain dissatisfied; or
- A holding letter confirming when we anticipate we will have concluded our investigation.

Referring to the Financial Ombudsman Service:

Should you remain dissatisfied with the outcome of our investigation or we are unable to conclude our investigation within eight (8) weeks, you may be able to refer your complaint to the Financial Ombudsman Service (*if eligible), provided you do so within six (6) months of the date of the Final Response.

The contact details for the Financial Ombudsman is:

Financial Ombudsman Service

Postal address: Exchange Tower, Harbour Exchange, London E14 9SR

Customer Helpline: 0800 023 4567 or 0300 123 9 123

Email: complaint.info@financialombudsman.org.uk

Website: www.financial-ombudsman.org.uk

* The Financial Ombudsman Service may not be able to consider a complaint if you have not provided us with the opportunity to resolve it first, or if you are:

- a small business which has an annual turnover of more than £6.5 million; and has annual balance sheet of more than £5 million; or employs more than 50 persons.
- a trustee of a trust with a net asset value of more than £5 million; or
- a charity with an annual income of more than £6.5 million.

The Financial Ombudsman Service is an independent service in the UK for settling disputes between consumers and businesses providing financial services.

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

FINANCIAL SERVICES COMPENSATION SCHEME

Endurance Worldwide Insurance Limited is covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if we are unable to meet our obligations to you under this insurance. If you were entitled to compensation under this Scheme, the level and extent of the compensation would depend on the nature of this insurance. Further information about FSCS is available on their website: www.fscs.org.uk or you can write to them at PO Box 300, Mitcheldean, GL17 1DY, or telephone 0800 678 1100 or +44 (0)20 7741 4100.

¹The term "Sompo International" refers to and includes each and every subsidiary of Sompo International Holdings Ltd., a Bermuda exempted company ("SIHL"). To the extent, however, that an affiliate of SIHL that is not a subsidiary of SIHL receives or uses personal information that is covered by this top-up policy and requires protection under the Data Protection Legislation, then such affiliate is included within "Sompo International" for purposes of protecting the data that such affiliate receives or uses. For a list of Sompo International¹ offices, please see <https://www.sompo-intl.com/location/corporate>. For a list of affiliates that are included in the Sompo Group, please see https://www.sompo-hd.com/en/group/group_list/