



Your Travel Insurance Policy

Document Reference: TIGON CANX NHBTT21



IMPORTANT INFORMATION

This policy is an important document. The policy wording and **certificate of insurance** together set out the cover provided, the amount insured and the terms and conditions of your insurance cover. Please read both carefully and keep it in a safe place.

In return for the premium **you** have paid, **we** agree to insure **you** in accordance with the terms and conditions of this policy.

The policy holder is the **insured company** as named on the **certificate of insurance**. The beneficiary is the **passenger**; any person who has purchased travel arrangements from the **insured company** from the start date shown on the **certificate of insurance** and who is named on the booking confirmation or who is travelling as part of the group booking.

This policy has been arranged by Tigon Cover Services Limited (TIGON) which is an appointed representative of Rock Insurance Services Limited (ROCK). Rock Insurance Services Limited is authorised and regulated by the Financial Conduct Authority (FCA). ROCK's FCA registration number is 300317.

You can check the regulatory status of ROCK by visiting <http://www.fca.org.uk/register> or by telephoning **0800 111 6768**.

THE INSURERS

The insurer details provided below can be checked on the Financial Services Register by visiting: www.fca.org.uk or contacting the Financial Conduct Authority on **0800 111 6768**.

INSURER DETAILS

This insurance is underwritten by Insurance Company 'Euroins' AD authorised and regulated by the Bulgarian Financial Supervision Commission. 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.

ELIGIBILITY

This policy is only available to **passengers** who are residents of the United Kingdom.

GEOGRAPHICAL LIMITS

Cover is provided for **trips** on a worldwide basis.

POLICY CANCELLATION

We may cancel this policy at any time if the premium has not been paid or if there is evidence that **you** or the **policyholder** misled us or attempted to do so. By this **we** mean, if **you** are dishonest or use fraudulent means to benefit under this policy or if **you** give any false declaration or make a deliberate misstatement when applying for this cover or when making or supporting **your** claim. **We** will cancel the policy by written notice providing 15 days' notice. The mailing of such notice will be considered sufficient proof of notice and this **policy** shall terminate at the date and hour specified in such notice.

HOW TO MAKE A CLAIM

In the event of a claim **you** must contact **us** as soon as possible notifying **us** of any circumstance which is likely to give rise to a claim under this policy. Before submitting a claim, **you** must mitigate the amount being claimed against any refunds from the provider(s) of your travel arrangements, third party providers and via other warranty / guarantee / bond / policy or compensation which is provided by legislation or third party supplier terms and conditions.

You must provide **us** with all the evidence **we** ask for to assess **your** claim.

You can submit a claim online at www.reactiveclaims.com or call **01420 259 050**.

FALSE OR FRAUDULENT CLAIMS

Throughout **your** dealings with us **we** expect **you** to act honestly. If **you** or anyone acting for **you**:

- 1) 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;
- 2) makes a fraudulent or exaggerated claim under **your** policy;
- 3) makes a false statement in support of a claim;
- 4) submits a false or forged document in support of a claim;
- 5) makes a claim for any loss or damage caused by **your** wilful act or caused with **your** agreement, knowledge or collusion, then **we** will:
 - prosecute fraudulent claimants;
 - make the policy void from the date of the fraudulent act;
 - not pay any fraudulent claims;
 - be entitled to recover from **you** the amount of any fraudulent claim already paid under **your** policy since the start date;
 - not return any premium paid by **you** for the policy; inform the police of the circumstances;
 - pass **your** details onto fraud prevention agencies;
 - place **your** details on to a register of claims through which insurers share claims related information.

HOW TO MAKE A COMPLAINT

We always aim to provide a first-class service. However, if **you** have any cause for complaint, please address these in the first instance to:

The Compliance Manager,
Tigon Cover Services,
Griffin House,
135 High Street, Crawley,
West Sussex
RH10 1DQ
Email: tigoncomplaints@tigon.co.uk

For complaints about how a claim has been handled you should contact:

Reactive Claims Limited
PO Box 353, ALTON, GU34 9LE
Email: Complaints@reactiveclaims.com

Further details of **our** internal complaints handling procedures are available on request.

If the appropriate party cannot resolve **your** complaint, **you** may refer **your** complaint to the Financial Ombudsman Service. **You** can ask the Financial Ombudsman Service to review **your** complaint if for any reason **you** are dissatisfied with the final response, or if the appropriate party have not issued their final response within eight weeks from **you** first raising the complaint.

Please note that if **you** do not refer **your** complaint within 6 months, the Financial Ombudsman Service will not have **our** permission to consider **your** complaint and therefore will only be able to do so in very limited circumstances. For example, if it believes that the delay was a result of exceptional circumstances.

You can contact the Financial Ombudsman Service at:

Financial Ombudsman Service Exchange Tower, Harbour Exchange
Square, London
E14 9SR

Phone: 0800 023 4567
Email: complaint.info@financial-ombudsman.org.uk

ROCK Insurance adheres to the Alternative Dispute Resolution Regulations 2015 EU Directive. **You** can access the Online Dispute Resolution Portal here: <https://webgate.ec.europa.eu/odr/main/?event=main.about.show>

PRIVACY NOTICE

Any information that the **insured company** has given to TIGON will be used for the administration of this policy. The information that **you** have provided will be shared with the following parties: The insurers of the policy, Insurance Company 'Euroins' AD. The personal information that will be shared with the insurer at this time will be the **passenger** name, contact details and **their trip** details. In the event of a claim the **passenger's** personal information will be shared with the insurer and their appointed claims administrator. Details of these organisations are stated within this policy terms and conditions. The Financial Conduct Authority and/or other regulatory/governing bodies for the purposes of compliance monitoring and to prevent and detect fraud.

We reserve the right to disclose personally identifiable information in order to comply with the law, applicable regulations and government requests. We also reserve the right to use such information in order to protect our operating systems and integrity as well as other users. Any third parties employed by us to process **your** data on **our** behalf are subject to contractual obligations to protect the security of **your** data. These activities are carried out within the UK and European Economic Area (EEA), and outside the EEA. The data protection laws and/or the agreements we have entered into with the receiving parties in relation to the processing of data outside the EEA provide a similar level of protection to the laws and/or agreements we have entered into within the EEA. **You** are entitled, on request, to a copy of the personal information TIGON holds about **you**, and **you** have other rights in relation to how we use **your** data (as set out in TIGON's privacy policy which can be accessed through links on **your certificate of insurance**). Please let us know if **you** think any information held about **you** is inaccurate, so that it may be corrected.

DEFINITIONS

Certificate of insurance

The document showing details of the **insured company**

Close relative

Mother, father, sister, brother, wife, husband, partner, son, daughter (including fostered/adopted son or daughter), grandparent, grandchild, parent-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, step-parent, step-child, step-brother, step-sister, or legal guardian.

Coronavirus

Coronavirus disease (COVID-19); severe acute respiratory syndrome coronavirus (SARS-COV-2), any mutation of these or any **epidemic** or **pandemic** virus or **epidemic** or **pandemic** disease.

Epidemic

A disease, illness or virus spreading in a certain region or country and which is defined as such by the World Health Organization or Foreign, Commonwealth and Development Office.

Medical condition Any medical or psychological disease, sickness, condition, illness or injury.

Medical practitioner

A doctor or specialist who is legally qualified, licensed and registered to practice medicine under the laws of the country in which they practice, excluding **you**, **your travel companion**, a member of **your close relative**, or **your** employee.

Pandemic

A disease, illness or virus which is simultaneously transmitted globally and declared as such by the World Health Organization or Foreign, Commonwealth and Development Office.

Passenger/you/yours

Any person who has purchased travel arrangements or had them purchased on their behalf from the **insured company**.

Policyholder/insured company

The entity specified on the **certificate of insurance**

Pre-existing medical condition: Any medical condition where you have been prescribed medication, including repeat prescriptions, or received treatment or attended a GP or a specialist as an outpatient or inpatient in the last 2 years or for any condition for which you are currently on a waiting list for treatment or investigation, of where you are awaiting the results of any medical tests or investigations;

Any heart, heart-related or circulatory condition; or any respiratory condition; or any liver condition; or any stress, anxiety, depression or any other psychological condition or any cancerous condition.

Terminal prognosis

In the opinion of your doctor or consultant your condition cannot be cured or adequately treated, to the extent that it is predicted to cause a shortened life expectancy.

Travel Companion

A person with whom **you** have booked to travel with on the same booking and with the same itinerary and without who **your** travel plans would be impossible.

Trip

A journey booked with the **insured company** starting and ending in the United Kingdom which takes place within 18 months of the booking date.

We/us/our

Euroins and their agents

You/yours/passenger

Any person who has purchased travel arrangements or had them purchased on their behalf from the **insured company**.

GENERAL CONDITIONS

- 1) We will only pay amounts under this policy if they are not covered by other insurance, state benefits or other agreements, or are recoverable from any other party.
- 2) This **policy** will only cover **you**, up to the **sum insured**, if the loss **you** sustain is not recoverable from any third party after **you** have taken all legal means available to seek a recovery, including all reasonable steps to mitigate **your** loss.
- 3) **You** must cooperate with **us** and provide **us** with any documentation or information **we** ask for, to evaluate **your** claim or to seek reimbursement from a third party. **We** will not pay any claim unless **you** and the **passenger** cooperate with **us**.
- 4) If **we** require any medical certificates, information, evidence and receipts, these must be obtained by **you** at **your** expense.
- 5) In the event of a claim, if **we** require a medical examination **you** must agree to this at **our** expense.
- 6) **You** must take steps to avoid or minimise any loss likely to give rise to a claim under this policy. **You** must act as if you are not insured.
- 7) **We** may at any time pay **our** full liability under this policy after which **we** will have no further liability.
- 8) If any claim is found to be fraudulent in any way this policy will not apply and all claims related or subsequent to the fraud will not be paid.
- 9) 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.
- 10) Assignment or transfer of this **policy** shall not be valid except with **our** prior written consent.

CANCELLATION

What you are covered for

We will pay **you** up to the amount on **your** certificate of insurance for the unused portion of **your** travel and accommodation costs that **you** have paid or contracted to pay and **you** suffer a financial loss because **you** cannot get a full refund if **you** cancel before the start of **your trip**:

- 1) the death, **bodily injury** or illness of **you**, a **close relative**, **your travel companion** or any person **you** have arranged to stay with during **your trip**; or
- 2) **you**, **your travel companion** or any person **you** have arranged to stay with during **your trip** receiving a diagnosis of **coronavirus** within 14 days of the start of the **trip** or in the case of being admitted to hospital due to **coronavirus** within 28 days of the start of the **trip**;
- 3) **you** being contacted by the NHS Test and Trace system and being told that **you** must self-isolate, within 14 days prior to **your** departure date, including on the date **your trip** is due to commence, or a member of **your** household receiving a positive **coronavirus** test result within 14 days prior to **your** departure date, which means that **you** are required to be self-isolating on the date **your trip** is due to commence;
- 4) **you** or **your travel companion** being denied boarding following either a **coronavirus** diagnosis or receiving a temperature test or other medical test reading which falls outside of the transport provider's terms of travel;
- 5) **you** being called for jury service or as a witness in a Court of Law (but not as an expert witness or where **your** employment would normally require **you** to attend court); or
- 6) **your** redundancy, provided that **you** were working at **your** current place of employment for a minimum of 2 years and that **you** were not aware of any impending redundancy at the time this policy was issued or the **trip** was booked; or
- 7) **your home** being made uninhabitable due to accidental damage, burglary, flooding, **storm** or fire;
- 8) the police requesting **your** presence following burglary or attempted burglary at **your home**; or
- 9) **you**, or any person **you** intended to travel with, who is a member of the Armed Forces, emergency services, the nursing profession or a government employee being ordered to return to duty.

SPECIAL CONDITIONS

If **you** fail to notify the travel agent, tour operator or provider of transport or accommodation as soon as **you** find out it is necessary to cancel the **trip**, the amount **we** will pay will be limited to the cancellation charges that would have otherwise applied.

We will only consider cancellation claims due to **coronavirus** that are supported by a test conducted by an approved provider on the Department of Health and Social Care list of providers for "Test To Release" or who meet the DHSC minimum Covid19 requirements and standards. The test must be an approved PCR or Lateral Flow Test with a CE mark.

For claims relating to NHS Test and Trace, **you** must provide evidence of the need to self-isolate from the official NHS Test and Trace app or the NHS COVID-19 app. This should take the form of an email or text message from NHS Test and Trace or an alert from the NHS COVID-19 app.

If **you** are denied boarding as a result of **coronavirus** **you** must have documented proof of this from the transport operator.

What you are NOT covered for

- 1) claims for air passenger duty (which can be reclaimed by **you** through **your** travel agent or airline) and any airport tax which is refundable;
- 2) claims where **you** have failed to obtain a medical certificate from a **medical practitioner**, confirming that cancellation of the **trip** is medically necessary;
- 3) normal pregnancy, without any accompanying **bodily injury**, illness or **complications of pregnancy or childbirth**;
- 4) claims arising directly or indirectly from any **pre-existing medical conditions**;
- 5) any claims arising directly or indirectly from any **medical condition** affecting a non-travelling relative if;
 - a) a **terminal prognosis** had been received; or
 - b) if they were on a waiting-list for, or had knowledge of the need for, surgery, inpatient treatment or investigation at any hospital or; or if during the 90 days immediately prior to the start of the **period of insurance** they had:
 - (i) required surgery, inpatient treatment or hospital consultations; or
 - (ii) required any form of treatment or prescribed medication.
- 6) claims arising if **you** or **your travel companion** or **close relative** are awaiting results after undertaking a **coronavirus** test at the time this policy was issued;
- 7) costs for **coronavirus** tests required for reentry to the **United Kingdom**;
- 8) any extra charges from the company **you** booked with because of **your** failure to notify them immediately it was found necessary to cancel;
- 9) claims arising from prohibitive regulations by the government of any country;
- 10) any claims arising from government or Foreign, Commonwealth and Development Office advice warning against all travel, or all but essential travel, for any reason including any **epidemic** or **pandemic**, including but not limited to Coronavirus disease (COVID-19); severe acute respiratory syndrome coronavirus (SARS-COV-2) or any mutation of these;
- 11) costs incurred in obtaining medical information that **we** may require to assess **your** claim, including but not limited to General Practitioner fees;
- 12) travel tickets paid for using any airline mileage reward scheme or other reward points scheme;
- 13) accommodation costs paid for using any timeshare, holiday property bond or other reward points scheme;
- 14) any costs incurred by **you** which are recoverable from a tour operator, **public transport** operator, accommodation provider, **holiday services** provider or any other source, or for which **you** receive or are expected to receive compensation or other assistance;
- 15) any circumstance that could be anticipated at the time **you** booked **your trip**;
- 16) **your** being self-employed or accepting voluntary redundancy;
- 17) any claim resulting from **your** failure to obtain a valid passport and any required visa in time for the booked **trip**;
- 18) your disinclination to travel, unless your change of travel plans is caused by one of the circumstances listed under What you are covered for;
- 19) claims arising due to bankruptcy/liquidation of any tour operator, travel agent or transportation company;
- 20) claims arising due to any act of terrorism;
- 21) claims arising due to suicide or self harm;
- 22) claims arising due to you being under the influence of alcohol or drugs (unless prescribed by a doctor).
- 23) any loss directly or indirectly caused by: a) ionising radiations or radioactive contamination from any nuclear fuel or nuclear waste which results in burning of nuclear fuel or; b) the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it;
- 24) loss or damage arising from war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion or uprising, blockade, military or usurped power.