

TOP UP



Cancellation

Policy Wording 2024

This document is to notify **you** that the following insurance has been effected with Endurance Worldwide Insurance Limited under the binding authority number B6151PJHBM2023.

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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 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 Minister 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 **top-up policy** wording and the **schedule** 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. 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. 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.

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 1 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 Sampo International General Privacy Policy, available on **our** website at: <https://www.sampo-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 Sampo International
Post: 1221 Avenue of the Americas, New York City, NY 10020
Email: Privacy@sampo-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
Phone: +44 (0) 2392 419 833

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.

“**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 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 details of the cover provided by this **top-up policy** and **your main travel insurance policy**.

“**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 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 and the Isle of Man.

“**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. 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 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 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.

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 maintained, current and valid.
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. If **we** establish that **you**, or someone on **your** behalf, has carelessly provided **us** with false or misleading information in obtaining this **top-up policy** or in support of any claim under this **top-up policy**, 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 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 **top-up policy** is void and any claim will not be paid.
9. 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**.
10. **Sanctions Suspension - we** shall be not be deemed to provide cover and or be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **us** (or any reinsurer) 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 UK **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 UK **GDPR** and Data Protection Act 2018.
12. **Severall Liability** - the subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.
13. 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
 - cancel **your top-up policy** in accordance with the Right to cancel condition below. **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 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 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

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

PJ Hayman & Company Limited
Stansted House, Rowlands Castle, Hampshire PO9 6DX
Email: customerservices@pjhayman.com

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 B6151PJHBMCMC2023 and **we** will do **our** best to resolve the problem. **Our** contact details are:

Head of Compliance
2 Minster Court, 1st Floor, Mincing Lane, London, EC3R 7BB
Email: Complaints@sompo-intl.com
Website: <http://www.sompo-intl.com/>

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.

The 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 International 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/

Please call 02392 419 050 for large print, audio or Braille