



## HOLIDAY CANCELLATION TOP-UP INSURANCE

**Important** – this insurance only acts as a supplement to **your** main travel insurance policy, covering higher cancellation costs that exceed the limit applied to a valid cancellation claim under that policy.

## Holiday Cancellation

### Policy Wording 2014/15

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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 Voyager Insurance Services Ltd. Registered office: Buzzards Hall, Friars Street, Sudbury, Suffolk, CO10 2AA.

Registered in England and Wales registered no. 3251842

Voyager Insurance Services Ltd are authorised and regulated by the Financial Conduct Authority.

Details about the extent of **our** regulation with this Authority is available from **us** on request.

### Insurer

This policy is underwritten by White Horse Insurance Ireland Limited (WHIL). Registered Office: Travel House, Free Zone West, Shannon, Co. Clare, Republic of Ireland.

White Horse Insurance Ireland Limited is authorised and regulated by the Central Bank of Ireland. This can be checked with the Central Bank of Ireland by visiting their website [www.centralbank.ie](http://www.centralbank.ie)

This evidence of insurance is to confirm that those persons who have paid the appropriate premium are insured under Master Certificate Number **WHIL/TOPUPCVR/10/2014**. This document only constitutes a valid evidence of insurance when it is issued in conjunction with a **certificate of insurance**.

### What makes up this 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.

If **you** have any queries, please contact Voyager Insurance Services Ltd on **01483 562 662**.

### Eligibility

This **policy** is only available:

- 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 policy, occurring or arising during the **period of insurance**.

### Cooling off period

**We** will refund in full **your** premium, if, within 14 days of purchasing this insurance **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 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

**You** and **we** are free to choose the laws applicable to the policy. **We** propose to apply the laws of the Republic of Ireland and by purchasing this policy, **you** have agreed to this.

### Data Protection

Please note that any information provided to **us** will be processed by **us** and **our** agents in compliance with the provisions of the Data Protection Act 1998 as amended, for the purpose of providing insurance and handling claims, if any, which may necessitate such information being provided to third parties.

## 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**.

“**Event**” means a successful claim occurrence under **your main travel insurance policy** during the **period of insurance**.

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

“**Imminent claim**” means an **event** that could give rise to a claim under this policy that **you** are or were aware of prior to the inception date of this policy that was 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 UK 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, 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**.

“**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 White Horse Insurance Ireland Limited.

“**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 the successful 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.

### 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 settlement 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, unless **you** would have been liable anyway.
8. Any claim which occurs during the **waiting period**.

## GENERAL EXCLUSIONS

In addition to “what **you** are not covered for” under this 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.

This exclusion also excludes 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 this exclusion, any loss, damage, cost or expense is not covered by this policy, the burden of proving the contrary shall be upon **you**.

In the event any portion of this General exclusion is 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 claimant 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 policy will respond.
3. In the event that any misrepresentation or concealment is made by **you** or on **your** behalf in obtaining this insurance or in support of any claim under this insurance, the policy is voided and no refund of premium will be given.
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 policy.
5. If **you** were covered by any other Insurance for the **top up** payable following the **event**, which resulted in a valid claim under this 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 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 insurance policy, as far as they apply.
8. If **you** make a claim under this 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 a permanent resident of the United Kingdom (England, Wales, Scotland, Northern Ireland, Channel Islands and the Isle of Man).

## CLAIMS PROCEDURE

Please contact White Horse Administration Services Limited by:

Telephone - **01733 224845**

Email - [customerservice@white-horse.ie](mailto:customerservice@white-horse.ie)

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 settlement 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** Master Policy Reference: **WHIIL/TOPUPCVR/10/2014**;
- a copy of **your certificate of insurance**;
- a copy of **your** claim settlement letter or e-mail from **your** travel insurance company, 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** know that sometimes, no matter how hard **we** try, **we** don't always get it right. If **we** give **you** cause for complaint, it's important that **you** know that **we** are committed to providing **you** with an exceptional level of service and customer care. When this happens, **we** want to hear about it so that **we** can try to put things right.

### Step one:

Should **you** have any query or complaint regarding **your** policy, **you** can write to:

The Customer Experience Manager  
White Horse Insurance Ireland Limited  
Travel House  
Free Zone West  
Shannon  
County Clare  
Republic of Ireland

Alternatively, **you** can contact **us** by:

Email: [claims@white-horse.ie](mailto:claims@white-horse.ie)

Telephone: **01733 224845**

### Step two:

If **you** are still not satisfied after contacting the Customer Experience Manager, please write to:

The General Manager  
White Horse Insurance Ireland Limited  
Travel House  
Free Zone West  
Shannon  
County Clare  
Republic of Ireland

### Step three:

The General Manager will issue a final response to **your** complaint. If **you** are still not satisfied with **our** decision after following the above procedure, **you** may then write to:

The Financial Services Ombudsman's Bureau  
Third Floor  
Lincoln House  
Lincoln Place  
Dublin 2  
Republic of Ireland

Email: [enquiries@financialombudsman.ie](mailto:enquiries@financialombudsman.ie)

Web: [www.financialombudsman.ie](http://www.financialombudsman.ie)

Telephone: 00 353 1 662 0899

Lo Call: 1890 882090

Please note the Ombudsman will not consider **your** case until a final response letter has been issued.

Please quote **your** insurance reference number and **your** claim number in all **your** correspondence to all parties involved with this procedure. This procedure is intended to provide **you** with a prompt and practical service with any complaints that **you** may have.

## COMPENSATION SCHEME

White Horse Insurance Ireland Limited is covered by the Financial Services Compensation Scheme. If White Horse Insurance Ireland Limited cannot meet their obligations **you** may be entitled to compensation from The Financial Services Compensation Scheme. The Financial Services Compensation Scheme provides funds for liquidators so that they may pay the valid claims of insolvent insurers. The fund will provide an amount up to £2,000 or 90% of the net loss, whichever is less. **You** can get more information about compensation fund arrangements from the following website [www.fscs.org.uk](http://www.fscs.org.uk).

Please call 01483 562 662 for large print, audio or Braille