

Terrorism Cancellation Cover – Optional Cover

This cover is provided if **You** have paid an additional premium and **Your Validation Certificate** shows this optional cover as included.

Terrorism Cancellation Cover will provide **You** with additional cover in the event that an act of **Terrorism** occurs before **You** travel, subject to the following Terms and Conditions:

Important Information

We wish to bring to **Your** attention some important features of **Your** Terrorism Cancellation Cover.

Policy Excess

Claims will be subject to a **Policy Excess** unless **You** have purchased the Deluxe **Policy**. Where there is a **Policy Excess** **You** will be responsible for paying the first part of that claim. The amount of **Policy Excess** is shown in the table of benefit.

Conditions and Exclusions

There are conditions and exclusions, which apply to this insurance. These are detailed below.

Fraudulent Claims

The making of a fraudulent claim is a criminal offence.

Cyber-Terrorism

The **Policy** will not cover **You** for the consequences of **Cyber-Terrorism**.

Governing Law

Subject to English law and jurisdiction unless **You** live in Scotland in which case this **Policy** will be subject to Scottish law and jurisdiction.

Fraud

If **You** make any misrepresentation or concealment or dishonest statement in obtaining the **Policy** or in support of any claim in amount or any other respect, this insurance will become invalid. This means **We** will not pay the false or fraudulent claim or any subsequent claim and **Your Policy** will be cancelled without return of any premium.

Table of Benefit

| Cover | Sum Insured (per person) | Policy Excess (per person) | |
|---------------------------------------|--------------------------|----------------------------|------------|
| Disinclination to Travel Cancellation | £2,000 | Classic £75 | Deluxe nil |

Benefits under this Policy are provided by:

EUROP ASSISTANCE S.A., a French stock corporation, regulated by the French Insurance Code, having its registered office at 1, Promenade de la Bonnette, 92230 Gennevilliers, France, registered in the Register of Commerce and Companies of Nanterre (Reference number 451 366 405) acting through its Irish office (trading as **EUROP ASSISTANCE S.A. Irish Branch**) whose principal establishment is located at 4th Floor, 4-8 Eden Quay, Dublin 1, D01N5W8, Ireland, registered in the Irish Companies Registration Office under number 907089. **EUROP ASSISTANCE S.A.** (trading as **EUROP ASSISTANCE S.A. Irish Branch**) is regulated in France by the Autorité de Contrôle Prudentiel et de Résolution (ACPR) of 61 rue Taitbout, 75436 Paris Cedex 09, France.

EUROP ASSISTANCE S.A. Irish Branch conducts business in Ireland in accordance with the Code of Conduct for Insurance Undertakings published by the Central Bank of Ireland.

This **Policy** is distributed by TICORP Limited. It is managed by International Travel and Healthcare Limited. Registered in England and Wales under company registration number 05461888. Registered address: West House, 46 High St, Orpington, Kent BR6 0JQ Tel: +44 (0) 1689 892 228.

International Travel and Healthcare Limited is authorised and regulated by the Financial Conduct Authority FRN 433367.

Please direct any queries about this **Policy** to Avanti on 01376 560 800.

This **Policy** is only available to residents of the **United Kingdom**, the Isle of Man and the Channel Islands.

This **Policy** is only valid if purchased before commencement of a **Trip** departing from **Your** home location and will expire when **You** commence **Your Trip**.

Subject to the **Policy** exclusions, **Sums Insured** and **Policy** conditions contained within this **Policy** wording and on **Your Validation Certificate**, this Insurance insures **You** as stated in the table of benefits forming part of this section of the **Policy** wording occurring during the period of this **Policy** caused by an act of **Terrorism**.

Policy Information

Data Protection Act 2018: **We** will protect and respect **Your** personal information which **You** provide **Us** with and will comply with data protection law.

We may use **Your** personal information to:

- provide a quote and send **You** confirmation of this at **Your** request
- issue policies, maintain **Your Policy** or send to **You** renewal terms for **Your Policy** by email or postal service
- deal with enquiries and complaints made by or about **You**
- contact **You** in relation to a claim
- analyse customer demographics and to customise and develop the product/services **We** offer.

Legal grounds under which **We** process **Your** personal data for **Policy** administration:

We use **Your** personal information for a number of different purposes. Under data protection law, for each purpose **We** must be able to legally justify why **We** are using **Your** personal information. **We** have to process **Your** personal data to provide **You** with a quote if **You** request this, prior to taking out a **Policy**, and to administer **Your Policy** and provide assistance once **You** have taken a **Policy** out with **Us**.

The legal grounds under which **We** process **Your** data in these circumstances are to enable **Us** to fulfil the performance of **Our** contract with **You**, and, for **Us** to comply with **Our** legal obligations. **We** will only process **Your** personal data when **We** receive **Your** explicit legal agreement for the specific activity. **You** will be asked for **Your** agreement when **You** apply for an insurance **Policy** with **Us** over the phone or via email or in writing. **We** will not send any information to **You** unless **You** have explicitly agreed to receive it.

You may withdraw **Your** agreement at any time by calling 01376 560 800, email info@avanti.co.uk or in writing to:

Customer Services Manager
Avanti Travel Insurance,
Britannia House, 3-5 Rushmills Business Park,
Bedford Road, Northampton, NN4 7YB

If **You** do so, **We** may not be able to provide all or some of **Our** services where **We** rely on **Your** explicit consent to process **Your** personal data. The processing of **Your** personal data is for the legitimate interests pursued by **Us**, or by a third party, except where such interests are overridden by **Your** interests or fundamental rights and freedoms which require protection of **Your** personal information.

How long will **We** retain **Your** personal information?

We only keep **Your** personal information for as long as it is reasonably necessary to fulfil the relevant purposes described. If required by law **We** may keep **Your** information for longer. If **You** purchase a **Policy** from **Us**, **We** are legally required to retain **Your** personal information for a minimum of seven years.

Administration and Regulatory Compliance

The information **You** supply may be used for:

- Insurance and claims administration, debt collection, research and statistical analysis by **EUROP ASSISTANCE S.A.**, its associated companies and agents, by other participating insurers or reinsurers, their agents and suppliers.

- Disclosed to regulatory bodies for monitoring and/or enforcing the insurers' compliance with any regulatory rules and codes of conduct.
- Shared with other insurers either directly or via those acting for them such as claims administrators, lawyers and investigators.
- Shared with and checked against various databases, credit reference agencies, fraud prevention agencies and public bodies including the Police when **You** apply for or renew this insurance or make a claim.

Fraud Detection and Prevention

EUROP ASSISTANCE S.A., participating insurers and/or their agents and suppliers may, in order to detect and prevent fraud.

- Check **Your** identity to prevent money laundering unless **You** have provided **Us** with satisfactory proof of identity.
- Undertake checks against publicly available information such as the Electoral Roll, County Court Judgments, Social Media and bankruptcy orders.
- Validate **Your** claims history or that of any **Insured Person** involved in the **Policy** or a claim.

Your Application and the Principle of Good Faith

As the **Insured**, **You** should answer all of the questions that **We** ask fully, honestly and to the best of **Your** ability, **We** will use **Your** answers to determine as to whether or not **We** can accept **You** for cover under this insurance. **We** will rely on the information that **You** provided when taking out the insurance. If the information submitted by **You** is incorrect or incomplete, **We** may have the right to declare **Your Policy** void, meaning **We** will treat **Your Policy** as though it had never commenced. This also applies to any claim **You** may make.

Words with Special Meanings

Cyber-Terrorism: The use of disruptive activities, or the threat thereof, against computers and/or networks, with the intention to cause real-world harm or severe disruption of infrastructure.

EUROP ASSISTANCE S.A.: **EUROP ASSISTANCE S.A.** (trading as **EUROP ASSISTANCE S.A.** Irish Branch) is regulated in France by the Autorité de Contrôle Prudentiel et de Résolution (ACPR) of 61 rue Taitbout, 75436 Paris Cedex 09, France. **EUROP ASSISTANCE S.A.** Irish Branch conducts business in Ireland in accordance with the Code of Conduct for Insurance Undertakings published by the Central Bank of Ireland.

Family and Couples: **You** and **Your** wife, husband, civil partner or partner who lives with **You** in a relationship for at least 6 months at the same address as **You**, regardless of gender, **Your** unmarried dependent children (including adopted, fostered and step-children) under the age of 18 years (or under the age of 21 if in full-time education), living in the same household, including children living away from home in full time education.

Home Country: The location in which **You** normally and permanently reside and are registered with a General Practitioner.

Insurance Event: One occurrence or series of occurrences arising out of one cause.

Insured/Insured Person/You/Your: Any person named on the **Validation Certificate** who is eligible to be **Insured** and for whom premium has been paid.

Listed Peril: Terrorism.

Nuclear, Chemical, Biological: The use of any **Nuclear** weapon or device or the emission, discharge, dispersal, release, or escape of any **Chemical** agent and/or **Biological** agent during the period of this insurance. "**Chemical**" agent shall mean any compound which when suitably disseminated produces incapacitating, damaging or lethal effects on people, animals, plants or material property. "**Biological**" agent shall mean any pathogenic (disease-producing) microorganism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesized toxins) which cause illness and/or death in humans, animals or plants.

Policy: The contract of insurance between **You** and **Us** consisting of the **Policy** wording, the **Validation Certificate** and any written endorsements.

Policy Excess: The amount of money **You** will have to pay towards the cost of a claim. **We** will deduct such **Excess** from each claim **You** make under this **Policy**. The amount of the **Excess** per **Policy** section is shown on the table of benefits.

Policyholder: The person who bought the insurance (first person mentioned on the **Validation Certificate**). Aged 18 years or above.

Policy Period: The period to which the insurance applies, between and inclusive of the dates shown as “Cover start date” and “Cover end date” on the **Validation Certificate** starting at 00.00 hours on the Cover start date and ending at midnight on the Cover end date.

Relative: Mother, father, brother, sister, grandmother, grandfather, grandchild, mother in law, father in law, son in law, daughter in law or fiancé.

Sum Insured: Shall mean the maximum amount of cover up to which **We** will pay after deduction of any applicable **Policy Excess** in respect of this **Policy** section. This is shown on the table of benefits on page 1 and in **Your Validation Certificate**.

Terrorism: An act of **Terrorism** means an act which either:

- a) has been declared as an act of **Terrorism** by either the UK Government or the government of the country where the act occurred; or
- b) where in the event of a delay in declaration by governments, acts which **We** believe should be covered under this **Policy**, including but not limited to the use of force or violence, 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 ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear for such purposes. Where **We** exercise this discretion, **We** shall do so acting reasonably with the information available to **Us** at the time.

Trip: An **Insured** journey commenced and ended during the **Policy Period** from or within **Your** country of residence (please note when travelling within **Your** country of residence **You** must have a minimum of two nights in pre-booked accommodation) and which includes a flight or pre-booked, pre-paid overnight accommodation away from **Your** normal place of residence.

United Kingdom: England, Scotland, Wales, Northern Ireland and including the Isle of Man and the Channel Islands.

Validation Certificate: The validation document issued in respect of, and which forms an integral part of this **Policy**. It sets out the names of the **Insured Persons**, the geographical limits, the period of cover and any other special conditions and terms.

War Risks and Civil Hazards:

- a) Any sort of war, hostility, invasion, revolution, act of foreign enemy, civil war or unrest, rebellion, insurrection, uprising or military usurped power (and whether declared or not) or United Nations or NATO enforcement action.
- b) Explosion of war weapon(s), utilisation of **Chemical** weapons or **Biological** weapons, the release of weapons of mass destruction, or the hostile act of an enemy foreign to the nationality of the **Insured Person** or of the country in which the act occurs.

We/Our/Us: EUROP ASSISTANCE S.A.

Geographical Areas

Please note that no cover is provided under this **Policy** for any **Trip** in, to, or through;

Syria, Afghanistan, Somalia, Libya, Yemen, Iraq, Iran, Sudan, North Korea; or any country or area where the UK Foreign and Commonwealth Office advise against all but essential travel or, against all travel.

Nor shall **We** provide any benefit under this insurance **Policy** to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation of any country or area.

Eligible People

You may be asked to demonstrate **Your** partnership and residency.

Single Person: an individual **Insured Person**.

Couple: **You**, **Your** spouse, or a partner **You** have cohabited with for six months or more (including same sex).

Family: **You** and **Your** wife, husband, civil partner or partner who lives with **You** in a relationship for at least 6 months at the same address as **You**, regardless of gender, **Your** unmarried dependent children (including adopted, fostered and step-children) under the age of 18 years (or under the age of 21 if in full-time education), living in the same household, including children living away from home in full time education.

Independent travel on annual policies: everyone covered by an annual **Policy** is entitled to travel independently

Policy Conditions

These are the conditions of the insurance **You** will need to meet as **Your** part of this contract.

Age Limitation: There is no upper age limit for single **Trip** or annual multi-trip policies.

Cancelling the Policy: **You** may cancel this **Policy** within 14 days of issue or receipt of **Your** documents, whichever is later, provided **You** have not commenced an **Insured** journey and, subject to **You** not having or be intending to make a claim, a full refund of premium will be made. If **You** choose to cancel and a claim has been made under this **Policy** during the **Policy Period** or an **Insured** journey has been commenced, **You** will not be entitled to any premium refund. **We** may cancel this **Policy** by giving **You** at least 30 days' notice (or in the event of non-payment of premium, seven days' notice) in writing at **Your** last known address. If **We** do, the premium **You** have paid for the rest of the current **Policy Period** will be refunded pro rata.

Commencement of Cover: Cover for Terrorism Cancellation Cover commences on the Cover Start Date shown on **Your Validation Certificate**, or from the date an **Insured** journey is booked (whichever is later) provided the booking is within the **Policy Period**, and terminates on commencement of the **Insured** journey.

Domestic Travel Cover: Travel (within **Your** country of residence) that includes a flight or two nights in pre-booked, pre-paid overnight accommodation away from **Your** normal place of residence, are covered subject to all other **Policy** terms and conditions.

Family Members: **Family** members are only **Insured** under this **Policy** if they are named on the **Validation Certificate** and the appropriate premium has been paid.

Making a Claim: In the event that **You** decide to cancel **Your Trip** **You** must first gain approval to do so from Reactive Claims on 01420 383012. Please refer to page 7 for instructions on how to make a claim.

Third Party Contracts Act: A person or company who is not a party to this **Policy** has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this **Policy** but this does not affect any right or remedy of a third party which exists or is available from that Act.

Transferring Your Interest in the Policy: **You** cannot transfer **Your** interest in this **Policy** to anyone else.

War Risks and Civil Hazards: The **Policy** covers **You** provided **You** are not in Active Service/Taking Part (see page 6) or in any country or area excluded from cover as detailed in the Geographical Areas on page 4 and;

- a) Provided that **Your** presence in such country or area is:
 - i) Attributable to the unscheduled transit or stopover not exceeding 24 hours of an aircraft or sea vessel in which **You** are travelling, or
 - ii) Attributable to involuntary diversion or transit due to hijack, kidnap or other occurrence beyond **Your** control, provided always that at the time of such hijack, kidnap or occurrence **You** were not within the confines of any country or area to which events such as war, invasion, civil war, armed hostility, rebellion, revolution, uprising, overthrow of a legally constituted government, insurrection of military or usurped power was applicable, nor travelling to or from such country or area;
- b) For a maximum period of three days from the start of the hostilities of the insurrection, where **You** are surprised by such events whilst out of **Your** country of residence in a country which, until that time was in a state of peace.

General Exclusions

No cover is provided under this **Policy** for any **Trip** in, to, or through;

Syria, Afghanistan, Somalia, Libya, Yemen, Iraq, Iran, Sudan, North Korea;

Or any country or area where the UK Foreign and Commonwealth Office advise against all but essential travel or, against all travel.

Nor shall **We** provide any benefit under this **Policy** to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation or any country or area.

We will not pay for any economic loss of any kind that does not arise as a foreseeable result of an **Insurance Event**, including, without limitation, loss of profit, business, contracts or anticipated savings. In addition, **We** will not pay for liabilities, losses, costs, claims or expenses occasioned by, happening through or as a consequence of:

Active Service/Taking Part: Active service in any of the armed forces of any nation or as a hired or voluntary part of a terrorist group, a revolutionary force, or as part of a voluntary peacekeeping force.

Aviation: Flying or aerial activity of any kind other than as a fare-paying passenger, in a fully licensed commercial passenger-carrying aircraft.

Criminal Acts: Any criminal act deliberately or intentionally committed by an **Insured Person**.

Cyber-Terrorism: Any consequences of **Cyber-Terrorism** including but not limited to the delay or cancellation of flights due to the failure of critical systems.

Default: Negligence, error or omission of:

- a) An **Insured Person**; or
- b) Any provider of transport or accommodation; or
- c) Any agent or online booking service through whom travel arrangements were made.

Hoax: Loss or increased cost as a result of hoax.

Mysterious Disappearance: Loss or damage caused by mysterious disappearance or unexplained loss.

Other Insurance: Loss, damage or expense which at the time of happening is **Insured** by, or would, but for the existence of this **Policy**, be covered by any other existing guarantee, insurance or compensation scheme. If **You** have any other **Policy** in force, which may cover the event for which **You** are claiming, **You** must tell **Us**.

Pressure Waves: The transmission of an energy pulse through the atmosphere caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

Radiation and Nuclear

Explosives: Ionising radiation or contamination by radioactivity from any **Nuclear** fuel or from any **Nuclear** waste from the combustion of **Nuclear** fuel or the radioactive toxic, explosive or other hazardous properties of any explosive **Nuclear** assembly or **Nuclear** component of such assembly.

Seizure: Loss by seizure or legal or illegal occupation unless loss or damage is caused directly by a **Listed Peril**.

Self-Injury: Any intentional self-injury, suicide, attempted suicide, injury from deliberate or wilful exposure to needless peril (except in an attempt to save human life)

Terrorism:

- a) when the incident is covered by government or public authority compensation.
- b) In the form of a **Nuclear, Chemical or Biological** act (please refer to Words with Special Meanings on page 3).
- c) In areas which are regarded by **EUROP ASSISTANCE S.A.** as **War Risks and Civil Hazards** areas and/or in areas in which **You** are travelling against the advice of the UK Foreign and Commonwealth Office.

Threat: Loss or increased cost as a result of threat.

War Risks and Civil Hazards: **You** travelling to or through a country or territory against the advice of the UK Foreign and Commonwealth Office. See: www.fco.gov.uk

The Cover

Cancellation

What is covered

This part of the **Policy** sets out the cover **We** provide to each **Insured Person** in total per **Insured** journey, not exceeding the **Sum Insured** set out in the table of benefits on page 1 and in **Your Validation Certificate**.

We will provide cover for the cancellation of **Your Trip** if **Your Trip** is scheduled to commence within the immediate 42-day period of the **Listed Peril** occurring and, the location of **Your** booked accommodation is within 40 miles of the location of the **Listed Peril**.

All travel charges which **You** have paid and/or are contracted to pay before the departure date, and cannot recover in respect of any part of the booked **Trip**, provided:

1. **Your** tour operator is unable to provide an alternative holiday to a different destination for the same standard of accommodation as originally booked for dates that **You** could reasonably be expected to accept, and **Your** tour operator refuses to refund **You** monies that **You** have paid.
2. If **You** have purchased and organised **Your** own flight and accommodation and are unable to receive a refund or alternative arrangements from the carrier or accommodation provider, **You** will need to evidence that **You** have made all reasonable attempts to recover monies **You** have paid and that the provider(s) has refused to refund **Your** money.
3. The UK Foreign and Commonwealth Office has not advised within the date of the incident and **Your** planned departure date which must be within 42 days, of their advice against all but essential travel, or against all travel, to the specific area and country to which **You** are committed to stay in and the above all applies.
4. If **You** are delayed for a period of greater than 48 hours on **Your** outbound journey due to a **Listed Peril** occurring within 40 miles of **Your** departure or arrival destination locations, **You** may elect to cancel **Your Trip** and claim for cancellation.

What is not covered;

1. Any expense arising from circumstances which could reasonably have been anticipated at the time **You** booked **Your Trip** or purchased this **Policy**.
2. Any charges in respect of the **Insured** journey;
i) for which there is no contractual liability; or
ii) which are recoverable elsewhere.
3. Any costs or expenses arising by virtue of the liquidation, administration or receivership of the carrier or travel operator following a **Listed Peril**.
4. **Policy excess** will apply. Please refer to **Your Validation Certificate**.
5. The **Policy** does not cover **You** if cancellation is not a consequence of a **Listed Peril**.
6. If **You** purchase this **Policy** after the **Insurance Event** has occurred.

Claims Conditions

Making a Claim For:

Cancellation claims

You must inform Reactive Claims Ltd as soon as possible upon the occurrence of any **Insurance Event** that may give rise to a claim. Cover will not apply if **You** notify **Us** more than 30 days after the occurrence of any **Insurance Event**.

1. Check the **Validation Certificate** and **Policy** wording to see whether the loss is covered.
2. Contact Reactive Claims Ltd, Attwood House, Mansfield Business Park, Four Marks, Hampshire GU34 5PZ to obtain a claim form either through their website www.reactiveclaims.com, or during normal office hours, Monday to Friday, 09.00 to 17.00, Tel: +44 (0) 1420 383012, Fax: +44 (0) 1420 558111, or e-mail: safe-journey@reactiveclaims.com as soon as possible, quoting **Your Policy** number and tell Reactive Claims what has happened.
3. Please remember to keep relevant original receipts (not photocopies) as they will be required for any claim.
4. **You** must retain and produce at **Your** own expense all receipt(s), reports and documentary evidence required by **Us** to support **Your** claim.

Reactive Claims may appoint external agents to assist in the processing of any claim.

No Interest

No interest shall be added to any claims payments.

Rights and Responsibilities

We will be entitled to take over and conduct in **Your** name (at **Our** expense) the defence or settlement of any claim or to prosecute in **Your** name to **Our** own benefit in respect of any claim for indemnity or damage or otherwise, and will have full discretion in the conduct of any proceedings or in settlement of any claim and **You** will give all such information and reasonable assistance as **We** require. This will include legal action to get compensation from anyone else and/or legal action to get back from anyone else any payments that have already been made. **You** may not settle, reject or negotiate any claim without written permission to do so from **EUROP ASSISTANCE S.A.**

Complaints Procedure

We sincerely hope **You** will not need to complain about this section of **Your Policy**. However, if **You** do wish to complain in relation to how this section of **Your Policy** was sold or administered please forward details of **Your** complaint to:

In writing:

Complaints Team, Avanti Travel Insurance, Britannia House,
3-5 Rushmills Business Park, Bedford Road, Northampton, NN4 7YB.

By telephone:

01376 560 800

By e-mail:

complaints@avanti.co.uk

If **You** wish to complain about the handling of **Your** claim, please forward details of **Your** complaint to:

In writing:

The Managing Director, Reactive Claims, Attwood House
Mansfield Business Park, Four Marks, Hampshire GU34 5PZ

By telephone:

01420 383012

By e-mail:

safe-journey@reactiveclaims.com

You will be contacted promptly on receipt of **Your** complaint to inform **You** of what action is being taken. **We** will try to resolve the problem and give **You** an answer within four weeks. If it will take longer than four weeks **We** will tell **You** when **You** can expect an answer. This complaints procedure does not affect any legal right **You** have to take action. Once **You** have received **Your** final response within 8 weeks and if **You** are still not satisfied **You** can contact; Financial Ombudsman Service within 6 months:

In writing:

Financial Ombudsman Service, Exchange Tower, London E14 9SR

By telephone:

0800 023 4567 free for people phoning from a "fixed line", i.e. a
landline at home) or 0300 123 9123 (free for mobile-phone users
who pay a monthly charge for calls to numbers starting 01 or 02)

By e-mail:

complaint.info@financial-ombudsman.org.uk

Following this complaint procedure does not affect **Your** right to take legal action.