

MFCPCC1014

Cancellation and Curtailment Insurance

Center Parcs is an Appointed Representative of Insure & Go Insurance Services Limited which is authorised and regulated by the Financial Conduct Authority.

Center Parcs act as the agent of the insurer in collecting premiums; as soon as you have paid your premium it is deemed to be held by the insurers, MAPFRE Assistance.

This policy is Your contract of insurance. Please read this policy carefully, You should take it with You on Your trip to help You deal with any emergency.

Your Contract of insurance - please read.

All insurance policies contain conditions and exclusions which You should be aware of. It is important that You read this policy carefully because it is the basis upon which MAPFRE Assistance settles any claim. Please make sure that the cover meets your needs and that You comply with condition 1 of the General conditions.

The policy describes the cover provided for You and the conditions which Your cover depends on. We will pay You or Your personal representative if You make a valid claim. You must keep to the terms and conditions of this insurance.

Insurers

This insurance is underwritten by MAPFRE Asistencia Compañía Internacional de Seguros y Reaseguros, Sociedad Anonima. Dixon House, 72-75, Fenchurch Street, London, EC3M 4BR. Company Number: FC021974. Branch Number BR008042. Trading under the name MAPFRE Assistance.

We (MAPFRE Asistencia) are authorised by the Dirección General de Seguros y Fondos de Pensiones and are subject to limited regulation by the Financial Conduct Authority and the Prudential Regulation Authority. Details about the extent of our regulation by the Financial Conduct Authority and the Prudential Regulation Authority are available from us on request.

MAPFRE Asistencia Compañía Internacional de Seguros y Reaseguros, S.A. branch in the United Kingdom (trading as MAPFRE Assistance) has registered offices at Dixon House, 72-75. Fenchurch Street, London, EC3M 4BR, MAPFRE Asistencia main office is based in Spain which forms part of the EEA (European Economic Area) as a member state. The Kingdom of Spain is responsible for controlling the insurance activity of MAPFRE Asistencia S.A., through the Spanish Ministry of Economy and the Treasury, and specifically the General Directorate for Insurance Matters and Pensions Fund (Dirección General de Seguros y Fondos de Pensiones). Its branch in the United Kingdom is also under the United Kingdom FCA (Financial Conduct Authority) and PRA (Prudential Regulation Authority) supervision in certain situations according to the European Union Regulation. You can check this on the Financial Services Register by visiting the FCA's website http://www.fca.org.uk/register/ or by contacting the FCA on 0800 111 6768

Our travel insurance products and service

This travel insurance is suitable for those who wish to insure themselves when travelling in respect of losses to possessions/money, personal liability and similar expenses incurred from their travel and/or cancellation.

We only offer travel insurance products from a single insurer. We do not give advice or make personal recommendations in connection with any travel insurance product. However, we will ask you questions in order to provide you with a quotation, leaving you to make your own decision as to how you wish to proceed and whether this product fulfils your specific insurance requirements.

Insurance premiums and fees

Center Parcs act as agents of the insurer in collecting premiums; as soon as you have paid your premium it is deemed to be held by the insurers MAPFRE Assistance.

Your duty

You are responsible, on an ongoing basis, for providing us and/or your insurers with all facts relating to the travel cover we arrange on your behalf. Such facts are those which are likely to affect the assessment and acceptance of the risks being insured. Failure to provide full and accurate information may mean that your travel policy is invalid. If you are in any doubt as to what facts might be considered to be material then you should disclose them to us or your insurers. We have the right to re-assess your coverage, policy terms and/or premium after you have

advised us of any change in circumstances.

Declaration

As far as You know, the following apply:

- 1. You are not aware of any reason why the holiday may be cancelled or curtailed or of any medical condition which could result in a claim
- Where You are undergoing medical treatment as a hospital in-patient or out-patient at the date the final cost of the holiday is due to be paid, medical advice must be sought to confirm Your ability to travel and endure the holiday.
- Where You have received medical treatment as a hospital in-patient or out-patient during the 6 months prior to the booking of the holiday, You must obtain medical advice that You are fit to take the holiday.
- 4. You are not receiving or waiting for medical tests or treatment for any medical condition or set of symptoms that have not been diagnosed, as any claim arising directly or indirectly from the medical tests or treatment will not be covered.
- 5. You are not travelling against the advice of a medical practitioner or for the purposes of obtaining medical treatment or where a terminal prognosis has been given.

Important information

Please read this policy carefully and remember the following:

Cancellation of policy

You can cancel this policy within 14 days from the date you receive the confirmation invoice and this policy wording unless you have made a claim. We will then refund your premium in full. We will not refund your premium after the 14 day period. We will only refundyour premium if the period from the date we issued the policy until your scheduled return date home is greater than 28 days. You may cancel this policy by writing to Center Parcs enclosing the confirmation invoice and this policy wording within the 14 day cooling off period to the following address: Guest Services, Head Office, One Edison Rise, New Ollerton, Newark, Nottinghamshire, NG22 9DP.

Dangerous activities

You are not covered for any dangerous activity or organised sports unless these are organised by Center Parcs.

Definitions

Wherever the following words and phrases appear in this policy they will always have the meanings shown below.

Acts of terrorism

An act, including but not limited to the use of threat of force or violence, by any person or group, 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 cause fear to the public, or any section of the public.

Business Associate

Anyone who works at Your place of business and who, if You were both away from work at the same time, would prevent the business from running properly.

Close Relative

Your mother, father, sister, brother, wife, husband, civil partner, common-law-partner, daughter, son, grandparent, grandchild, parent-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, step-parent, step-child, step-sister, step-brother, foster and adopted children, fiancé, fiancée.

Home

The address where You live in the United Kingdom.

Period of insurance

Cancellation starts on the date the policy is taken out. Curtailment cover begins when You leave home to go on holiday and lasts until You return home, as long as that is within the period shown on the confirmation invoice. We will extend the period of insurance by up to 30 days at no extra cost if You have to stay on holiday longer because of events which you have no control over.

If the reason you cannot finish your holiday is linked to coronavirus disease (COVID-19) or severe acute respiratory syndrome coronavirus (SARS-COV-2) or any mutation or variation of these, we will still extend your cover for up to 30 days at no extra charge.

Pregnancy

Cover under this policy is provided for unforeseen events. In particular, cover is provided under Sections 1 and 3 for unforeseen bodily injury or illness. Childbirth is not considered to be either unforeseen, or an illness or injury. Therefore there is no cover if at the start of Your trip, during Your trip or on Your return date, You are more than 36 weeks and 6 days pregnant for a single pregnancy, or more than 32 weeks and 6 days for a multiple pregnancy. Please make sure that Your medical practitioner and Midwife are aware of Your travel plans and that You are not travelling against medical advice.

Redundance

Any person declared redundant, who is under 65 years and under the normal retiring age for someone holding that person's position, and who has been employed for two continuous years with the same employer at the time of being made redundant.

Residence limits

This policy is only available if You are resident in the United Kingdom. A United Kingdom resident is defined as a person living in the United Kingdom for longer than 6 months and has a United Kingdom home address.

Trip

Cover is only available at the time of making a booking. Your holiday or journey starts when you leave the place You normally live in. The end of Your trip is the date that You go back to Your home.

United Kingdom

This policy only covers holidays in the United Kingdom which is defined as; England, Scotland, Wales and Northern Ireland including the Isle of Man and Channel Islands.

We, our, us

MAPFRE Asistencia Compañía Internacional de Segurosy Reaseguros, Sociedad Anonima trading as MAPFRE Assistance.

You/Your

The individual named on the confirmation invoice and all the members of the party as outlined under the Registration/Occupant Form.

<u>Cancellation and curtailment – Up to holiday cost Please note:</u>

 $\label{lem:cancellation claims apply in respect of the total booked unit of accommodation and not per person. \\$

If Your holiday is Cancelled or Curtailed (cut short), we will pay:

Up to the holiday cost for unused travel and accommodation charges which are not recoverable elsewhere and which You have paid or contracted to pay, should You have to cancel Your holiday if one of the reasons given below occurs during the Period of insurance, Or;

Expenses You have paid or legally have to pay for travel and accommodation which You do not use if You have no choice but to cut short the holiday and if one or more of the reasons given below occurs during the period of insurance.

/hat You are covered for:

Death, injury, illness, or being made subject to quarantine of You or of any member of Your party or a Close Relative or Business Associate of You or any member of Your party.

- Your medical practitioner advised that You are not fit to travel because you are suffering complications of pregnancy or child birth and provided You are not more than 36 weeks and 6 days pregnant for a single pregnancy, or more than 32 weeks and 6 days for a multiple pregnancy.
- 3 You or any member of Your party being required for jury service or as a witness in a court of law in the United Kingdom.
- You or a member of Your party being made redundant, as long as you had been working at your current place of employment for a minimum continuous period of two years, and that at the time of booking the trip or the date $% \left\{ 1\right\} =\left\{ 1\right\} =\left$ you purchased this insurance cover, whichever is earlier, you had no reason to believe that you would be made redundant. This cover would not apply if you are self-employed or accept voluntary redundancy.
- It is necessary for You to stay at home after a fire, storm, flood or burglary at your home or place of business or any member of Your party's home or place of business, within 48 hours before the date you planned to leave. We will need a written statement from a relevant public authority confirming the reason and necessity.
- Unforeseen posting of You or any member of Your party or having agreed leave subsequently cancelled by the emergency services or armed forces, for operational reasons. This cover does not apply to cancellation of leave due to war, invasion, acts of terrorism, hostilities (whether war be declared or not), civil unrest, revolution, rebellion, act of foreign enemy or any similar event.
- Coronavirus related cancellation or curtailment claims where you or a member of your party have been medically diagnosed with one of these conditions, or are personally instructed to quarantine by an NHS service or medical professional.

What You are not covered for:

- We will not pay the first £75 of every claim 1. made for each booking. (This does not apply to deposit only claims).
- 2. Claims where a medical certificate has not been obtained from a medical practitioner confirming that cancellation or curtailment of the holiday was medically necessary (where relevant).
- Any claim that comes from pregnancy or childbirth, unless a qualified medical practitioner confirms that the claim comes from the complications of pregnancy or childbirth. Normal childbirth would not constitute an unforeseen event.
- Claims relating to Coronavirus disease (COVID-19), severe acute respiratory syndrome Coronavirus (SARS-COV-2), or any mutation or variation of these, other than where you or a member of your party have been medically diagnosed with one of these conditions, or have been personally instructed to quarantine by an NHS service or medical professional.

As well as the General Conditions, the following exclusions and conditions apply:

- Before You cancel or return home early for medical reasons, You must get a medical practitioner's certificate to confirm that this is necessary.
- If You cancel Your holiday or return home early because of illness, injury or pregnancy complications to a Close Relative or Business Associate, You must get a medical practitioner's certificate confirming details of the illness or injury of the Close Relative or Business Associate.
- If Your claim is linked to a medical condition that had already been diagnosed when You took out this insurance, we may ask for a letter from Your medical practitioner confirming that, when You booked Your holiday, You were fit to travel and there was no sign that Your condition would get worse before the end of the holiday.
- No cover shall apply if Your claim is linked to You receiving or waiting for medical tests or treatment for any condition or set of symptoms that had not been diagnosed at the time this insurance was bought.
- This Policy will not cover any Claims arising directly or indirectly from any Pre-Existing Medical Condition known to You before the start of the Period of Insurance affecting a Close Relative or Business Associate who is not Insured under this Policy whilst on Your Trip if:
 - they had received a terminal diagnosis at the start of the Period of Insurance: or they were on a waiting-list for, or knew they needed

- surgery, inpatient treatment or investigation at any hospital or clinic at the start of the Period of Insurance; they were aware of a Medical Condition or suffering from symptoms but had not had a diagnosis at the start of the Period of Insurance; they have had surgery, inpatient treatment or hospital consultations in the 90 days before the
- start of the Period of Insurance. 6. Any circumstances You are aware of at the time this insurance is bought, or at time of booking Your trip, if later. which You know might lead to Your trip being cancelled must be declared to us.
- No cover shall apply in respect of Your disinclination to travel or decision not to go on the trip or curtail the trip for 7. reasons other than those listed under Cover above.
- 8. Cancelling or cutting short your holiday due to: (a) restrictions implemented by any government or administration; or (b) actions taken by a transport or accommodation provider; if those restrictions or actions relate to a pandemic illness (as declared by the World Health Organisation), including Coronavirus disease (COVID-19) or severe acute respiratory syndrome coronavirus (SARSCOV-2) or any mutation or variation of these.

<u>General exclusions that apply to all sections</u>
You are not covered for anything directly or indirectly caused by the following:

- Your suicide or attempted suicide, deliberately injuring Yourself, solvent abuse or the effect of alcohol or drugs. 1.
- Deliberately putting Yourself at risk (unless You are trying to save someone's life).
- 3. You taking part in wintersports, mountaineering, pot holing, riding or driving in any kind of race, scuba diving to more $than \, 30 \, metres, flying \, except \, as \, a \, passenger \, in \, a \, fully-licensed \, passenger \, aircraft \, or \, any \, other \, dangerous \, activity \, or \, and \, better \,$ organised sports unless these are organised by Center Parcs.
- 4. You motorcycling as either the driver or the passenger of a motorcycle which is more than 125cc, unless the driver holds a current license which allows them to ride a motorcycle of more than 125cc.
- You taking part in manual work in connection with a profession, business or trade. 5.
- Any claims caused by or relating to Coronavirus (meaning COVID-19 or severe acute respiratory syndrome coronavirus (SARS-COV-2) or any mutation or variation of these), including any claims relating to any fear or threat concerning Coronavirus, unless the claim arises under Section 'Cancellation and curtailment – Up to holiday cost' because you or a member of your family or travelling party are medically diagnosed with Coronavirus or personally instructed to isolate by an NHS service or medical professional. The General Conditions and Exclusions, and Special Exclusions for Section 'Cancellation and curtailment' still apply. No other cover applies in respect of claims caused by or relating to Coronavirus.

General conditions that apply to this insurance

The following conditions apply to the whole of your policy:

- You must tell us any facts we ask for in the declaration and which could affect this insurance and any claims that are submitted. If You do not, You may not be fully covered and Your claim may be declined.
- You will not be covered for the following: 2.
 - Any other loss resulting directly or indirectly from the cause of Your claim.
 - Any claim which You could make under any other insurance or any amount You can get back from someone or b. somewhere else.
- Any claim caused directly or indirectly by the following:
 - Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste, or any risk from an explosive nuclear device or other nuclear equipment.
 - ii Your property being held, taken, destroyed or damaged under the order of any government or other authority.
 - iii. Pressure waves caused by aircraft or other flying machines travelling at or above the speed of sound.
 - War, invasion, acts of terrorism, hostilities (whether war is declared or not), civil unrest, revolution, rebellion, act iv. of foreign enemy or any similar event. (You must follow any relevant suggestions or recommendations made by any government or any other authority before and during the period of insurance).
 - The use, release or threat of any nuclear weapon or device or chemical or biological agent.
 - vi. The failure or fear of failure of any equipment or computer program, whether or not You own it, to recognise or correctly interpret or process any date as the true or correct date, or to continue to work correctly after that date.
- You must follow any relevant suggestions or recommendations made by any government or other authority before 4. and during the period of insurance.
- You must do all that You can to keep Your claims as low as possible and to prevent theft, loss and damage.
- 6. If we pay any expenses which You are not covered for, You must pay these back within a month of the end of the period of insurance
- 7. If You, or anyone acting for You, deliberately make a false claim or statement, the insurance will end and we will not pay any claims.
- 8. We may take action in Your name to get compensation or security for loss, damage or expenses covered by this insurance. You will not pay anything towards this action, but any amount or security handed over will belong to us.
- All the sums insured and limits set out in this policy include VAT.
- 10. English Law will apply to this contract of insurance unless You and we agree otherwise and any disputes will be heard in an English Court.
- The premium for this insurance includes insurance premium tax where necessary. 11.
- Unless agreed otherwise, the contractual terms and conditions and other information relating to this contract will be 12. in the English Language.
- 13. The costs of making any claim against us, our agents or representatives, or against any tour operator, accommodation provider, carrier or any person who You have travelled or arranged to travel with.

Contact the Cancellation Desk at Center Parcs by telephoning 0344 826 7724 to arrange the cancellation in accordance with the General Terms and conditions applying to Your holiday booking with Center Parcs.

As soon as practicable after the happening of any event which may give rise to a claim under this Insurance, a claim form must be requested by telephoning the insurers on 01454 640024. The phone line is open Monday - Friday, 9am – 5pm. You can download a claim form online from www.travelclaimsservices.com/Claims.htm

The completed claim form should be forwarded together with the documentation requested below to the Claims Handler at the

MAPERE Assistance, 1 Victoria St. Bristol, BS1 6AA.

You must give Travel Claims Services Ltd all the documents they need to deal with any claim. You will be responsible for any costs involved in doing this.

Do not forward any documents until submitting the completed claim form. Forward the completed claim form, the original Confirmation Invoice/Receipt (or a copy of the electronic confirmation invoice) containing the booking reference, the date of booking and departure date in all correspondence.

If You cancel the holiday

Please give the reason for cancelling the holiday and send us Your cancellation advice. We will need written proof of the reason for cancellation. If cancellation is due to illness or injury, the medical certificate on the cancellation claim form will need to be filled in by the general practitioner of the person who was ill or injured. Cancellation claims apply in respect of the total booked unit of accommodation and not per person.

If You curtail the holiday

 $Please give the \, reason \, You \, cut \, short \, Your \, holiday \, and \, send \, confirmation \, that \, You \, had \, to \, come \, home \, early. \, Before \, You \, return \, and \, confirmation \, that \, You \, had \, to \, come \, home \, early. \, Before \, You \, return \, and \, confirmation \, that \, You \, had \, to \, come \, home \, early. \, Before \, You \, return \, and \, confirmation \, that \, You \, had \, to \, come \, home \, early. \, Before \, You \, return \, and \, to \, come \, home \, early. \, Before \, You \, return \, and \, to \, come \, home \, early. \, Before \, You \, return \, and \, to \, come \, home \, early. \, Before \, You \, return \, and \, to \, come \, home \, early. \, Before \, You \, return \, and \, to \, come \, home \, early. \, Before \, You \, return \, and \, to \, come \, home \, early. \, Before \, You \, return \, and \, to \, come \, home \, early. \, Before \, You \, return \, and \, to \, come \, home \, early. \, Before \, You \, return \, and \, to \, come \, home \, and \, to \, come$ home early for medical reasons, You must get a medical practitioner certificate to confirm that this is necessary. You must then send this with Your claim form.

Expenses

Please send details and original receipts and bills for any expenses You have paid.

How to make a complaint

If You have experienced a problem with any part of our service, we will sort this out as quickly and fairly as possible. If you are not satisfied with the service you receive regarding the sale of your policy please contact Center Parcs at: Guest Services, Head Office, One Edison Rise, New Ollerton, Newark, Nottinghamshire, NG22 9DP If you have a complaint about a claim please contact: The Customer Relations Manager, MAPFRE Assistance, 1 Victoria St, Bristol, BS1 6AA. Phone: 01454 616300

E-mail: complaints@travelclaimsservices.com
We expect that the majority of complaints will be
quickly and satisfactorily resolved at this stage, but if
You are not satisfied, You can take the issue further.
If You are still dissatisfied You may refer Your case to the
Financial Ombudsman Service who will investigate your
complaint: Financial Ombudsman Service, Exchange Tower,
London, E14 9SR. Telephone: 0800 023 4567 or fax: 0207
964 1001

The Ombudsman is an independent body that arbitrate on complaints about general insurance products and other financial services.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). In the unlikely event we cannot meet our liabilities to you, you may be able to claim money from the Financial Services Compensation Scheme. Your rights will depend on the type of policy you have bought and the events surrounding your claim. Further information about the scheme can be obtained from the Financial Services Compensation Scheme at:

Tel: 0800 678 1100 or 0207 741 4100 E-mail: enquiries@fscs.org.uk

Data Protection

We will need to obtain personal information from you to provide you with the policy of insurance.

This means any information obtained from you in connection with this policy provided to you by us (or our subsidiaries) must be collected lawfully and in accordance with Data Protection Legislation. We will process all Personal Data according to the Data Protection legislation.

We use your personal data in the following ways:

- to provide you with policy cover, including underwriting and claims handling. This may include disclosing information to other insurers, regulatory authorities, or to our agents who provide services on your behalf under the policy;
- to confirm, maintain, update and improve our customer records;
- to identify and market products and services that may be of interest to you, (subject to your prior consent);
- to analyse and develop our relationship with you;
- to help in processing any applications you may make;
- to carry out studies of statistics and claim rates;
- for the analysis and the prevention of fraud;
- for the analysis and the prevention of payment defaults;
- for statistical studies by us and/or any sectorial organisation in Europe and in the UK.

Where you have given your consent, we may share some of your personal information with our partner companies or companies within our group so that they can provide you with information about other products, services and promotions that may be of interest to you by letter, telephone. SMS or e-mail.

We will only disclose your personal information to third parties and service providers if:

- It is necessary for the performance of your policy of insurance with us;
- You have given your consent, including marketing consent; or
- Such disclosure is required or permitted by law.

You can change your mind about your marketing consent at any time by contacting our Data Protection Officer, One Victoria Street, Bristol Bridge, Bristol BS1 6AA. Alternatively, email DPO@mapfre.co.uk

We deal with third parties that we trust to treat our customers' personal information with the same stringent

controls that we apply ourselves.

Some of the personal information required from you is sensitive information such as details of any current or past medical conditions for you and your fellow travellers on the policy. This is known as a 'special category of personal data' under Data Protection legislation. We will not use sensitive information about you except for the specific purpose for which you provide it including enabling us to quote for your policy cover, to confirm policy cover and to provide the services described in the policy. You must ensure that you only provide sensitive information about other people identified on the insurance policy where you have their consent or the legal right to disclose their personal information, including their sensitive personal information.

To assist with fraud prevention and detection we may:

- share information about you across our group, with other insurers and, where we are entitled to do so under the
 Data Protection legislation, the police and other law enforcement agencies;
- pass your details to a central insurance application and claims checking system, whereby it may be checked against
 information held by that central insurance application and claims checking system and shared with other insurers;
- check your details with fraud prevention agencies and, if you give us false or inaccurate information and we suspect
 fraud, we will record this with the fraud prevention agency and other organisations may also use and search these
 records to:
- 1. help make decisions about credit and credit related services for you and members of your household;
- 2. help make decisions on motor, household, credit, life and other insurance proposals and claims for you and members of your household;
- 3. trace debtors, recover debt, prevent fraud and to manage your insurance policies;
- 4. check your identity to prevent money laundering;
- 5. undertake credit searches and additional fraud searches.

You are entitled on request to receive a copy of the personal information we hold about you. This will be information that you have given us during your policy. We do not hold any information relating to your credit status. If you would like a copy of your information, please contact our Data Protection Officer at One Victoria Street, Bristol Bridge, Bristol BS1 6AA.

We are hereby released from any liability for any claim if you refuse disclosure of the data to a third party, which in turn prevents us from providing cover under this policy.

We may transfer personal information about you to the European Economic Area (EEA) and outside the EEA, in order to fulfil our obligations to you in the provision of services under the terms of your policy, When making these transfers, we will put in place appropriate measures to ensure that your personal information is adequately protected and transferred in accordance with the requirements of EU and UK data protection laws. Further information on data transfers can be found in our Privacy policy on our website.

We keep records of any transactions you enter with us or our partner companies for up to seven years. This is to enable a response to all claims under the policy, validation of policy cover, any enquiries, complaints or disputes that arise in that period and to comply with our legal and regulatory requirements.

We may keep other personal information about you if it is necessary for us to do so to comply with the law.