# Netflights Covid Pledge - for holiday bookings made through the call centre

### How do I make a claim?

When cancelling your holiday to claim a refund through this policy, follow the steps below.

- 1) You must contact Netflights as soon as possible to inform them that you wish to cancel your holiday.
- 2) If no refund is available through Netflights, any other third parties, warranty / guarantee/ bond / policy or compensation which is provided by legislation or third party supplier terms, you must request your cancellation documentation to share as evidence when submitting your claim.
- 3) Submit your claim online at <a href="www.imr-claims.com">www.imr-claims.com</a> as quickly as you can, or contact International Medical Rescue on 02380 177297. When they request the policy start and end dates, you can just provide you holiday start and end dates. Make sure you've got all the usual documents and evidence to support your claim.

### Is there anything else I should know about?

TIGON Cover Services have general and special conditions by which they will expect you to adhere to when making a claim to get the money from your holiday cancellation.

### **General Conditions**

- 1) TIGON Cover Services will only pay amounts under this policy if they are not covered by other insurance, state benefits or other agreements, or are recoverable from any other party.
- 2) Covid Cover Plus (Netflights Covid Pledge) will only cover you, up to the sum insured, if the loss you sustain is not recoverable from any third party after you have taken all legal means available to seek a recovery, including all reasonable steps to mitigate your loss.
- 3) You must cooperate with TIGON Cover Services and provide them with any documentation or information they ask for, to evaluate your claim or to seek reimbursement from a third party. TIGON Cover Services will not pay any claim unless you cooperate fully.
- 4) If TIGON Cover Services require any medical certificates, information, evidence and receipts, these must be obtained by you at your expense.
- 5) In the event of a claim, if TIGON Cover Services require a medical examination you must agree to this at their expense.
- 6) You must act as if you are not insured and be sure to avoid and minimise any loss likely to lead to the need to make a claim under this policy.
- 7) TIGON Cover Services may at any time pay their full liability under this policy after which they will have no further liability.
- 8) If any claim is found to be fraudulent in any way this policy will not apply and all claims related or subsequent to the fraud will not be paid. There is more detail on how fraudulent claims are managed below.

- 9) Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England.
- 10) Assignment or transfer of this policy shall not be valid except with the prior written consent of TIGON Cover Services.

### **Special Conditions**

If you fail to notify Netflights as soon as you find out it is necessary to cancel the trip, the amount TIGON Cover Services will pay will be limited to the cancellation charges that would have otherwise applied.

We will only consider claims relating to Coronavirus that are supported with a positive coronavirus NHS antigen test or a private test with a CE mark, with diagnosis through a registered laboratory, in the UK prior to departure.

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

### False or Fraudulent Claims

Throughout your dealings with TIGON Cover Services, they expect you to act honestly. If you or anyone acting for you:

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

### **Definitions**

Confused by some of the terms used? Check out the handy definitions.

### **Close relative**

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

#### Coronavirus

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

### **Epidemic**

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

### **Medical condition**

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

### **Medical practitioner**

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

#### **Pandemic**

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

### Passenger/you/yours

Any person who has purchased travel arrangements or had them purchased on their behalf through Netflights.

### **Pre-existing medical condition**

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

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

### **Terminal prognosis**

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

### **Travel Companion**

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

#### Trip

A package holiday booked over the phone with Netflights starting and ending in the United Kingdom which takes place within 18 months of the booking date.

#### You/yours/passenger

Any person who has purchased travel arrangements or had them purchased on their behalf through Netflights.

### **General Conditions**

### **Privacy Notice**

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

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

### **General Information**

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

You can check the regulatory status of ROCK by visiting <a href="http://www.fca.org.uk/register">http://www.fca.org.uk/register</a> or by telephoning 0800 111 6768 (0p/min + network extras).

### The Insurers

The insurer details provided below can be checked on the Financial Services Register by visiting: www.fca.org.uk or contacting the Financial Conduct Authority on 0800 111 6768 (0p/min + network extras).

### **Insurer Details**

This insurance is underwritten by Euroins AD authorised and regulated by the Financial Conduct Authority (company number 472490): 43 Christopher Columbus Blvd 1592 Sofia, Bulgaria.

## Eligibility

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

### **Geographical Limits**

Cover is provided for trips on a worldwide basis.

### How to make a complaint

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

The Compliance Manager Tigon Cover Services Griffin House 135 High Street, Crawley West Sussex RH10 1DQ

Email: <a href="mailto:complaints@tigon.com">complaints@tigon.com</a>

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

International Medical Rescue 15 East Links Tollgate Eastleigh Hampshire SO53 3TG

Email: complaints@im-rescue.com

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

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

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

You can contact the Financial Ombudsman Service at:

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

Phone: 0800 023 4567 (0p/min + network extras)

Email: complaint.info@financial-ombudsman.org.uk

ROCK Insurance adheres to the Alternative Dispute Resolution Regulations 2015 EU Directive. You can access the Online Dispute Resolution Portal

here: <a href="https://webgate.ec.europa.eu/odr/main/?event=main.about.show">https://webgate.ec.europa.eu/odr/main/?event=main.about.show</a>