



# Policy Summary Contingency Cancellation and Abandonment

September 2018
CONEVTCN



# **Cancellation and Abandonment Policy Summary**

The following summary does not contain the full terms and conditions of the insurance which can be found in the Insurance Certificate. This summary does not form part of your contract of insurance. You need to keep us informed about any changes in your circumstances, so that, in the event of a claim, you still have adequate and valid insurance cover.

### Who is the Insurer?

This insurance is underwritten by AXA XL Insurance Company UK Limited, under a facility administered by Angel Risk Management. AXA XL Insurance Company UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Firm Reference No. 423308).

### **About this Insurance**

This is a contingency cancellation and abandonment policy.

# When and How Do You Pay for Your Insurance?

For full details of when and how to pay, you should contact your broker.

### **Law and Jurisdiction**

The parties are free to choose the law applicable to the policy. Unless specifically agreed to the contrary the policy shall be governed by English law and subject to the exclusive jurisdiction of the courts of England and Wales.

Unless otherwise agreed the language of the policy shall be English.

### Where Are You Covered?

This insurance offers cover within the territorial limits stated on the Policy Schedule.

# **Policy Duration - When Does Your Cover Start and End?**

This insurance cover is valid within the covered jurisdictions stated on the Policy Schedule.

# **What Are Your Obligations?**

- You must tell us as soon as practicably possible if you become aware about any changes in the information you have provided to us which happens before or during any period of insurance.
- When we are notified of a change we will tell you if this affects your policy. For example we may amend
  the terms of your policy or require you to pay an additional premium. In certain circumstances we may
  cancel your policy in accordance with the "Cancelling This Insurance" section of the policy document.
  If you do not inform us about a change it may affect any claim you make or could result in your
  insurance being invalid.

### **Significant Features and Benefits**

- cover for if your event is cancelled, abandoned, postponed, interrupted, curtailed or relocated beyond the control of your or the participant.
- cover for additional costs or charges [aid by you to avoid or reduce a loss

not exceeding the limit of liability stated in the Policy Schedule.





### **Significant or Unusual Exclusions or Limitations**

- adverse weather in respect of events in the open or in temporary structures
- alterations to the event without the insurers approval
- biological or chemical materials
- work being carried out by builders or contractors which renders the venue or its facilities unusable in whole or in part
- contractual disputes or breaches by you or any participant
- customs regulations
- diseases
- expenses and gross revenue
- financial failure of any kind
- inadequate responses or attendance of the event
- your lack of care, due diligence or prudent behaviour
- national court or religious mourning
- non-appearance of any group or person
- nuclear
- pollution and contamination
- reduction in attendance not as a direct result of a covered loss
- repatriation deportation or permit refusal
- riot or civil commotion
- temporary structures
- terrorism
- trade risks
- war

### **How Do You Cancel?**

### (a) **Cooling-Off**

If you decide that you do not wish to proceed then you can cancel the policy by notifying your broker or insurance advisor within 14 days of either the date you receive your insurance documentation or the start of the policy period whichever is the later. Provided you have not made a claim we will refund the premium and no fee will be charged if the policy is cancelled in the Cooling Off Period.

# (b) Cancellation by Insured

You may cancel the policy at any time by notifying your broker or insurance advisor. Any return premium due to you will depend on how long the policy has been in force and whether you have made a claim.

# (c) Cancellation by Insurer

We may cancel the policy, provided there is a valid reason for do so, including for example any failure by you to pay the premium by writing to you. Any return premium due to you will depend on how long the policy has been in force and whether you have made a claim.





### How do You Make a Claim?

Claims or circumstances that could give rise to a claim should be notified as follows:

Angel Risk Management Limited

**Ground Flooor** 

Marlborough House

Victoria Road South

Chelmsford

Essex CM1 1LN

Claim Hotline: 01245 343630

Email: claims@angelriskmanagement.com

You will need to quote your Policy number when notifying us.

### **How Do You Make A Complaint?**

We are dedicated to providing a high quality service and We want to ensure that We maintain this at all times.

If You have any questions or concerns about the policy or the handling of a claim please contact Your broker through whom this policy was arranged.

If You wish to make a complaint You can do so at any time by referring the matter to:

**Complaints Department** 

XL Catlin Services SE

20 Gracechurch Street

London

EC3V 0BG

E-mail: <u>axaxlukcomplaints@axaxl.com</u>

Telephone Number: +44 (0) 20 7743 8487

XL Catlin Services SE acts on our behalf in the administration of complaints.

If you remain dissatisfied after the complaints department has considered your complaint, or you have not received a final decision within eight (8) weeks, you can refer your complaint to the Financial Ombudsman Service at:

**Exchange Tower** 

London E14 9SR

E-mail: <a href="mailto:complaint.info@financial-ombudsman.org.uk">complaint.info@financial-ombudsman.org.uk</a>

Telephone Number: From within the United Kingdom

0800 0234 567 calls to this number are free on mobiles and

landlines

0300 1239 123 calls to this number costs no more than calls

to 01 and 02 numbers

From outside the United Kingdom

+44(0)20 7964 0500

Fax Number: +44(0)20 7964 1001

Text Number: 07860 027 586 Call Back Service





The Financial Ombudsman Service can look into most complaints from consumers and small businesses. For more information contact them on the above number or address, or view their website: <a href="http://www.financial-ombudsman.org.uk/">http://www.financial-ombudsman.org.uk/</a>

The European Commission also provides an on-line dispute resolution (ODR) platform that allows consumers to submit their complaint through a central site, which will forward the complaint to the right Alternative Dispute Resolution (ADR) scheme. The ADR scheme for AXA XL Insurance Company UK Limited. is the Financial Ombudsman Service, which can be contacted directly using the contact details above. For more information about ODR please visit <a href="http://ec.europa.eu/odr">http://ec.europa.eu/odr</a>

## **Financial Services Compensation Scheme (FSCS)**

We are covered by the Financial Services Compensation Scheme. The Insured may be entitled to compensation from the Scheme if we are unable to meet our obligations under this contract of insurance. If the Insured were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract of insurance. Further Information about the Scheme is available from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St. Botolph Street, London EC3A 7QU) and on their website: <a href="http://www.fscs.org.uk/">http://www.fscs.org.uk/</a>

# **Fair Processing Notice**

This Privacy Notice describes how AXA XL Insurance Company UK Limited (together, "we", "us" or the "Insurer") collect and use the personal information of insureds, claimants and other parties ("you") when we are providing our insurance and reinsurance services.

The information provided to the Insurer, together with medical and any other information obtained from you or from other parties about you in connection with this policy, will be used by the Insurer for the purposes of determining your application, the operation of insurance (which includes the process of underwriting, administration, claims management, analytics relevant to insurance, rehabilitation and customer concerns handling) and fraud prevention and detection. We may be required by law to collect certain personal information about you, or as a consequence of any contractual relationship we have with you. Failure to provide this information may prevent or delay the fulfilment of these obligations.

Information will be shared by the Insurer for these purposes with group companies and third party insurers, reinsurers, insurance intermediaries and service providers. Such parties may become data controllers in respect of your personal information. Because we operate as part of a global business, we may transfer your personal information outside the European Economic Area for these purposes.

You have certain rights regarding your personal information, subject to local law. These include the rights to request access, rectification, erasure, restriction, objection and receipt of your personal information in a usable electronic format and to transmit it to a third party (right to portability).

If you have questions or concerns regarding the way in which your personal information has been used, please contact: <a href="mailto:compliance@axaxl.com">compliance@axaxl.com</a>

We are committed to working with you to obtain a fair resolution of any complaint or concern about privacy. If, however, you believe that we have not been able to assist with your complaint or concern, you have the right to make a complaint to the UK Information Commissioner's Office.

For more information about how we process your personal information, please see our full privacy notice at: <a href="http://axaxl.com/footer/privacy-and-cookies">http://axaxl.com/footer/privacy-and-cookies</a>.



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