

## Terms of Business

This document is effective from **October 2018** and supersedes all Terms of Business previously issued by us. It sets out the terms upon which we agree to act for our customers and contains details of our regulatory and statutory responsibilities. It also sets out some of your responsibilities. **Please read it carefully.**

Please contact us immediately if there is anything in the Terms of Business that you do not understand or with which you disagree.

## About us

Ancile Insurance Group Ltd, trading as Goodtogoinsurance.eu. Registered Office: Kao Hockham Building, Edinburgh Way, Harlow, Essex CM20 2NQ, is authorised and regulated by the Financial Conduct Authority. Our Financial Services Register number is 471641. You can check this on the Financial Services Register by visiting the FCA's website <http://www.fsa.gov.uk/register/home.do> or by contacting the FCA on 0800 111 6768.

## Our address

Contact Address: Ancile Insurance Group Ltd, Kao Hockham Building, Edinburgh Way, Harlow, Essex CM20 2NQ

Registered Address: Kao Hockham Building, Edinburgh Way, Harlow, Essex CM20 2NQ

## Our products and service

We offer products from a limited number of insurers, the names of which are available on request. We are authorised to issue policy documentation and/or certificates on their behalf.

We do not give advice or recommend any particular insurance policies. We may ask you some questions to narrow down the selection of products that we provide. You are required to make your own choice about which product you proceed with.

Unless otherwise advised, the services we provide are as follows:

- Arranging cover as instructed
- Help with on-going changes

## Method of communication

Post, telephone and email are our normal forms of communication. Please let us know if you prefer not to receive a communication by a particular medium.

## Risk Information

The terms of any insurance that we arrange on your behalf will be based upon the information provided by you to us or to your insurers.

As a consumer (an individual buying insurance wholly or mainly for purposes unrelated to your trade, business or profession) you must take reasonable care to answer all questions put to you about your proposed insurance fully, honestly and to the best of your knowledge. If you do not understand the meaning of any question, or if you do not know the answer, it is vital that you tell us. Once cover has been arranged, you must immediately notify us or your insurer of any changes to the information that has been previously provided. The most serious consequence of failing to provide full and accurate information before you take out insurance, or when your circumstances change, could be the invalidation of your cover. In that instance it would mean that a claim will be rejected.

## **Confidentiality protecting your information**

All personal information about you will be treated as confidential and only disclosed in the normal course of negotiating, arranging and administering your insurance. This may include disclosing information to agents and service providers such as loss adjusters and approved contractors.

With a few exceptions, for example information requested by a court, a regulatory body, or information which is already in the public domain, we will not release information to any other party without your consent.

Under the *Current Data Protection Legislation*, you have a right of access to see personal information about you that is held in our records, whether electronically or manually. If you have any queries, please write to the Ancile Insurance Group Ltd Customer Relations Manager at the above address.

## **Privacy policy**

Please see our privacy policy <http://www.ancileinsurance.com/privacy> for more information on how we process personal data, including how we store and protect personal data and who it may be shared with.

## **Quotations**

Unless stated otherwise in our documentation, all quotations provided for new insurances are valid only for a period of 30 days from the date of issue.

You should be aware that quotations may change or be withdrawn if the information given to us or your insurers in proposal forms or declarations differs from that provided at the time the quotation was issued.

## **Receipt of instructions**

We do not consider instructions to arrange or change cover sent to us by post, electronic mail or facsimile, or left on answering equipment, to have been received until they reach the relevant personnel in our offices. We do not accept responsibility for instructions that do not reach us due to failures in the postal, electronic or telecommunications systems.

## **Documentation**

Our aim is to produce documentation and correspondence in a clear and understandable format. In the event of any uncertainty we would ask you to let us know immediately. Our staff are always happy to clarify the cover provided. You should check all policy documentation to ensure that the details are correct and the cover provided meets with your requirements. Any errors should be notified to us immediately.

All policies contain conditions and exclusions and some contain warranties and excesses. It is your responsibility to examine the document to familiarise yourself with these. A breach of a policy condition may result in non-payment of a claim and breach of a warranty may invalidate the cover if it is not complied with precisely.

We recommend that you keep policy documents for as long as a claim is possible under the policy.

## **Block transfers**

In respect of some classes of insurance we may operate block insurance arrangements in order to provide competitive terms. On occasions it will be necessary for us to transfer such blocks from one insurer to another where this is beneficial to our clients.

This document constitutes both your acceptance that we do this and your prior request for us so to do.

## **Our Remuneration**

Our remuneration will be either a fee, as agreed with you, or brokerage, which is a percentage of the insurance premium paid by you and allowed to us by the insurer with whom the insurance policy is placed.

In the ordinary course of our business we sometimes earn income in the form of management/administrative expenses allowed to us by insurers to cover costs incurred in carrying out work on their behalf and in the form of volume, growth or profitability payments. We may also receive income from providers of premium financing facilities where, with your agreement, we have made such arrangements on your behalf.

We may sometimes also earn income for the provision of other services to you, which will be agreed with you on an individual basis.

For each insurance policy, including any subsequent renewal, you have a right to request information regarding any remuneration that we have received as a result of placing your insurance business.

## **Fees and charges**

Unless we tell you otherwise when you take out or renew a policy with us we make no charges in addition to the insurer's premium.

If after inception of cover there are any amendments to the policy which change the original risk, there may be an additional insurer's premium charge. In addition we reserve the right to make an administration charge of £10 if you make changes to your policy during the period of insurance.

In the event of a policy being cancelled mid-term, and not replaced by another policy, we reserve the right to retain the brokerage earned on the original transaction.

## **Method of payment**

We accept payment by most major debit and credit cards

## **Handling your money**

We collect and hold money as an agent of the insurer.

## **Claims**

You need to check the relevant section of the policy wording to see if you are covered and what documents etc are required to make a claim and then contact the claims service detailed in your policy wording in order to submit your claim.

If you have a travel policy then, in a medical emergency, contact the Assistance Company shown in the policy wording for help. Please read the policy wording for details. If you are admitted to hospital or need to curtail your trip you must contact the Assistance Company for authorisation before incurring any expenses or insurers may not pay your claim. Simple outpatient treatment should be paid locally and claimed for on your return to the United Kingdom.

## **Treating customers fairly**

It is our intention to provide a high level of service at all times. However if for any reason you feel our service is not of the standard you would expect please let us know by contacting our Customer Relations Manager at [www.ancileinsurance.com/contact-us/](http://www.ancileinsurance.com/contact-us/).

## **How to make a complaint**

We are committed to treating our customers fairly. However, we realise that there may be times when things go wrong.

If your complaint is regarding the sale of your policy, please contact us using the details below:

Customer Relations Manager at [complaints@ancileinsurance.com](mailto:complaints@ancileinsurance.com), 0330 024 9671 or at Ancile Insurance Group Ltd, Kao Hockham Building, Edinburgh Way, Harlow, Essex CM20 2NQ.

Please tell us your name and policy number and the reason for your complaint.

If your complaint is regarding the outcome of your claim or assistance of your policy, please contact us using the details below:

Quality and Improvements Manager, URV, 1 Tower View, Kings Hill, West Malling, Kent, ME19 4UY or call on 0203 829 6604 who will review the claims office decision.

Please tell us your name, policy number and claims number along with the reason for your complaint.

You can request a copy of our procedures for dealing with complaints at any time.

## **Financial Ombudsman Service**

If you are not happy with our final decision on a complaint, you may be able to pass your complaint to the Financial Ombudsman Service (FOS). The FOS is an independent organisation and will review your case.

Their address is:

Financial Services Ombudsmans Bureau, Third Floor Lincoln House, Lincoln Place, Dublin 2. Republic of Ireland

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

Phone: 0800 023 4567 if calling from a landline or 0300 123 9123 if calling from a mobile

You can visit the Financial Ombudsman Service website at [www.financialombudsman.ie](http://www.financialombudsman.ie)

If you take any of the action mentioned above, it will not affect your right to take legal action.

If you are a consumer and your complaint relates to insurance purchased from us via electronic means (e.g. on-line or via email or mobile 'phone) then you are also able to use the EC On-line Dispute Resolution (ODR) platform at <http://ec.europa.eu/consumers/odr/> who will notify FOS on your behalf.

## **Compensation arrangements**

We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Insurance advising and arranging is covered for 90% of the claim, without any upper limit. Further information about compensation scheme arrangements is available from the FSCS at <http://www.fscs.org.uk/>

## **Cancellation Right**

If you take out a personal policy through us, you may cancel the cover up to 14 days from the later of:

- The policy purchase date or the date you receive full policy documentation from us or your insurers
- The renewal date or the date you receive full renewal documentation from us or your insurers

You will be informed if you have such a Cancellation Right in separate documentation.

Should you decide to exercise the Cancellation Right you will be entitled to a refund of premium less an appropriate pro rata charge for the period of cover given before the cancellation right was invoked. If the premium has not been paid, a charge may be made for the period of cover given prior to the exercise of the Cancellation Right.

Should any claim occur prior to the exercise of the Cancellation Right where the claim terminates the insurance cover, your insurers may not allow a refund of any of the premium paid.

If this Cancellation Right is not exercised within the 14-day period as stated above, and you decide to cancel the policy at a later date, the amount of any premium refund will depend upon the cancellation terms of your insurance policy.

To exercise the Cancellation Right you should contact us at our normal address or your insurers at the address shown on your policy.

### **Renewal of annual travel insurance policies**

All renewals are at our discretion.

We will notify you that your policy is due for renewal at least 28 days before it expires and invite you to obtain a new quotation, either online or by telephone.

### **Medical conditions**

Please note that you must re-declare your existing medical conditions to us when obtaining a renewal quotation, even if they were declared on your previous policy.

Due to the changing nature of some medical conditions it is important to complete the medical screening process every year. If you fail to declare all of your medical conditions your policy could be invalid and your claim may not be paid.

### **Optional cover, sports and activities**

If you added any extra cover, such as winter sports or gadget cover, to your previous policy you will need to add this to your new policy if it is required.

Once your policy has been renewed, whether automatically or after your instruction, you have a 14-day cooling off period, when you can cancel the cover and receive a full refund, provided no claim has been made.

### **Law & jurisdiction**

These Terms of Business shall be governed by and construed in accordance with English Law. In relation to any legal action or proceedings arising out of or in connection with these Terms of Business we both irrevocably submit to the exclusive jurisdiction of the English courts.

YOU ARE DEEMED TO HAVE ACCEPTED THESE TERMS OF BUSINESS AND GIVE YOUR CONSENT FOR US TO OPERATE IN THE WAYS DESCRIBED, UNLESS YOU ADVISE US OTHERWISE WITHIN 7 DAYS OF RECEIPT.

# Privacy Policy

**Updated: October 2018**

## Who We Are

Goodtogoinsurance.eu is a trading name of Ancile Insurance Group Ltd which is authorised by the Financial Conduct Authority.

Registered Office: Kao Hockham Building, Edinburgh Way, Harlow, Essex CM20 2NQ. Registered in England, Company No 05429313.

If you would like to find out more about the group, please visit our website at [www.ancileinsurance.com](http://www.ancileinsurance.com).

Ancile Insurance Group Ltd. (We) are committed to protecting your privacy. We comply with the current Data Protection Regulations and aim to maintain consistently high levels of best practice in our processing of personal and/or sensitive personal data.

## How We Use the Information You Provide

Any personal information you supply to us via our website or by phone will be treated in accordance with the General Data Protection Regulation and Data Protection Act.

We will be processing your personal data in order to fulfil our contract with you and our legal/compliance obligations.

- **Administering Your Policy**

We collect and process your personal information for the purposes of insurance administration by us or our agents, including the processing of any claims you may make.

Please note if a claim is of a medical nature this could involve the use of your medical information or contacting your doctor. You will be asked to give consent before your doctor is contacted, but you should be aware that refusal could affect the outcome of your claim.

We collect your personal information on our website, or over the phone when you obtain a quotation or purchase a policy from us. In order to provide you with an accurate quotation and to administer your policy we will collect and process the following personal information:

Name, address and contact details, medical history and credit or debit card information.

In the event that we need to collect and process sensitive personal information such as your medical history we will ask your consent first.

Please note, we do not store any credit or debit card information on our computer systems or in our call recordings.

Before you provide any data to us, we will endeavor to make it clear why we need it.

In the course of administering your policy we may contact you from time to time by email, this may include, but is not limited to;

- Providing instructions on what to do in a medical emergency before you go on your trip
- Providing details on how to make a claim when you return from your trip

If you have provided an email address when you purchased a policy you may also be contacted on our behalf by a third party to request feedback on the service we provided. This third party will only send you one email and will not use your data for anything else.

## **Medical Screening**

In order to receive an accurate quotation it is often necessary to conduct a medical screening questionnaire, either online or by phone. The information you provide is processed to provide a score which affects the price of your insurance.

We will use the information you provide to administer your policy. In the event of a claim this could involve contacting your doctor to verify your medical history.

Please make sure you answer all questions accurately and honestly for yourself and everyone who is to be insured. If you don't, your policy may be cancelled, or treated as if it never existed, and your claims may be rejected or not fully paid.

- **Instant Online Chat**

We use an online instant chat tool in order to provide help and assistance on our website. If you use this tool you will be asked to consent to your data being used for this purpose. If you do use our online chat tool you can exercise your right to access this data or your right to erasure by emailing [optout@ancileinsurance.com](mailto:optout@ancileinsurance.com)

- **Renewal of Cover**

To offer renewal of cover on an annual policy.

If you have taken out an annual insurance policy we will contact you 30 days before your policy is due to expire to notify you that the policy is about to expire and provide you with a new quotation.

- **For the Investigation of or Prevention of Crime**

When required to do so by law we will disclose information to police or other fraud or crime prevention agencies for the purpose of investigating or preventing crime.

- **Compliance with Regulatory Bodies**

When required to do so we will disclose information to regulatory bodies for the purposes of monitoring and/or enforcing our compliance with their regulations. For example, but not limited to, the Financial Conduct Authority or the Information Commissioners Office.

- **Fulfilling Callback Requests**

If you request a callback from our website, you are consenting to our service provider, Optilead, storing and processing your IP Address, Name and Phone Number in order for the call to be connected. This data will be stored securely by them for 30 days and then deleted.

We may also process your data for the following legitimate interests:

- **Direct Marketing**

Direct marketing to customers by email, post, telephone or sms. You can opt out of receiving marketing communications when you purchase your policy and in all subsequent communications.

We have adopted the following procedure when using your data for direct marketing purposes.

When you purchase a product from us you will be placed on our marketing list to receive information about similar products and services from us (this may be by post, sms, email, telephone or social media), unless you opt out.

You will be given the opportunity to opt out of all marketing at the point of purchase, at the bottom of every subsequent electronic communication and when you log in to your account.

When you save a quotation we will ask you for your consent to send marketing information about similar products from us, via post, sms, email, telephone or social media. If you consent, you will be given the opportunity to opt out at the bottom of every subsequent email and when you log in to your account.

You can also opt-out of marketing by emailing [optout@ancileinsurance.com](mailto:optout@ancileinsurance.com), calling us on 0330 024 9671, we are available Monday to Friday between 9am and 5pm, or writing to us at Data Protection Officer, Ancile Insurance Group Ltd., Kao Hockham Building, Edinburgh Way, Harlow, Essex UK CM20 2NQ.

When you receive a marketing email we may track which links you click on and the areas of our website that you visit. This will enable us to better understand your needs and ensure any other information we send is better suited to your requirements.

### **What you can expect to receive:**

- **Monthly email newsletters**  
We send a monthly email newsletter to customers with travel news for UK based holiday makers, product updates and other relevant news.
- **Timely reminders and updates**  
We may also send timely reminders and information by email based on your previous travel dates, purchase date, date of birth or destination of travel.

If you have not purchased a policy within 3 years, or have not respond to any emails (opened or clicked) recently you will be automatically removed from our marketing list.

- **Website Analysis**

We use website usage information and analysis to improve our systems and service.

As with the majority of websites, when you use our site we log your IP address and which pages you have downloaded. This information is used to improve the performance, or identify errors with the functioning of our website. Log files are stored securely and are automatically deleted after 30 days.

We also place cookies on your device to improve your experience and provide anonymous information about how users interact with our site including how they find our site, where they leave our site and which pages are the most popular.

For more information about how we use cookies and how you can manage them. See [How We Use Cookies](#)

- **Research and statistical purposes**

We may process your data for research and statistical purposes to help us to improve our products and services.

We analyse statistical information from claims submitted, including date of birth, destination and medical history in order to improve our products and inform our pricing strategy. If you don't want your data to be used in this way you can exercise your [Right to Erasure](#) and request that we delete your data.

We may use anonymised sales and demographic information, such as average age from existing customers to inform our marketing strategy. If you don't want your data to be used in this way you can exercise your [Right to Erasure](#) and request that we delete your data.

Any new information you provide to us may be used to update an existing record we hold for you. If you provide a work email address we will not be responsible for third parties who are authorised to access your work email address having access to any communications we send.

We ask for your home, mobile telephone number, and email address to enable us to contact you in relation to an enquiry you have made, to contact you about relevant products or services, to contact you if there is a problem with your order, or there is another genuine reason for doing so.



## **We Do Not Sell, Trade, or Rent Your Personal Information**

We do not sell, trade or rent your personal information to other companies, for any purpose.

In the event that a third party may deliver all or part of the service requested by you, whilst the information you provide will be disclosed to them, it will only be used for the administration of the service provided and to maintain management information for business analysis.

## **Security and Storage of Your Data**

We take every reasonable step to ensure that any information you provide via the forms on our website or by phone is kept secure.

Our web servers comply with the General Data Protection Regulation and Data Protection Act and are located at a secure data centre with access limited to only a few personnel. Remote access is limited to our IT provider via a secure VPN connection at their office or via a control panel where strict user credentials are required and can only be accessed over https (SSL).

All our staff are fully trained on the General Data Protection Regulation and Data Protection Act and are constantly monitored to ensure that they respect customer privacy and maintain the security of customer data at all times.

All credit and debit card transactions are handled via a payment gateway. No credit card details are stored by us, either on our online systems or call recordings.

Our website is secured using a SSL Certificate, which encrypts all the information you enter before transmission. This means that your credit and personal information will be safe and secure.

Our websites conforms to the PCI-DSS standard.

Please note, due to the nature of the internet, we cannot guarantee the security or privacy of emails or that any emails sent will be received by us.

## **Logging into Your Account**

When you save a quotation or purchase a policy you are invited to create an account with us. Your account will be based on your name, date of birth and email address.

To keep your account and personal information secure you are required to create a secure password which must meet the following criteria:

10 characters long, have at least one lowercase letter, one uppercase letter, one digit and one special character (#?!@\$%^&\*~)

## **Accessing Your Policy Documents**

When you purchase a policy you can log in to your account to download your personal insurance documents. You can also request to have your documents posted to you.

Please note: We are unable to email your policy documents to you due to the sensitive personal information contained.

## **Data Retention**

We are obliged and permitted by law and regulation to retain certain types of data for a minimum period of time. The minimum period of time tends to be for six years, but can be longer if the statute or regulation requires or permits.

After that time we will securely destroy all personal data.

We are happy to delete your personal information sooner than this if requested, for more information see the [Right to Erasure](#) section below.

## How We Use Cookies

Cookies are little files that websites put on your device to make visits quicker, easier and more relevant. Some cookies are essential for websites to work and others remember things about you to give you a better experience online.

We have placed cookies on your computer already to help us give you the experience you expect. By continuing to use our website, you're agreeing to our use of cookies. Alternatively, you can delete or manage them by following the instructions below.

We use cookies to improve your experience in the following ways:

### Essential cookies – make our website function

Without these cookies, our website won't work properly.

We put 2 session cookies on your computer for the duration of your visit to our site. It stores data about the browser you are using and information you have entered in order for our website to function correctly and for us to provide you with a quotation or policy. One of these cookie is deleted when you leave our website, the other expires after 2 hours.

### Website usage information – help us improve our website and track advertising

We use Google Analytics to analyse trends of behaviour on our website. These cookies collect aggregated information about how visitors use our site. We use this aggregated information to improve our website - it never identifies individual users.

They give us an overall picture of how people find and use our website by telling us things like, how visitors found our site, the number of visitors to each page and what people do on the page, like which links they click on.

### Targeting or advertising cookies – receive relevant advertising

These cookies collect information about your browsing habits (including details of the websites you've visited) which is then used to ensure you receive advertising relevant to you.

For instance, these cookies may be used by us (or third parties and advertising networks on our behalf) to serve ads relevant to you across the internet (including on other sites you visit), based on your interaction with our website and your browsing history.

The following third parties may place a cookie on your device for this purpose when you land on our website:

- VE Global -- Privacy policy <https://www.ve.com/privacy-policy>
- Sizmek – Privacy policy <https://www.sizmek.com/privacy-policy/>
- Google – More information <https://policies.google.com/technologies/partner-sites>
- Facebook – More information [https://www.facebook.com/full\\_data\\_use\\_policy](https://www.facebook.com/full_data_use_policy)
- Youtube – If you watch a video on our site, it may be hosted on Youtube. In this instance a cookie from Youtube may be installed on your device. More information <https://policies.google.com/privacy?hl=en>

You can opt out of the use of your personal information for the purposes of displaying relevant and interest-based advertising by visiting <http://www.youronlinechoices.com/uk/your-ad-choices>. Find the third parties above in the list of online behavioural advertising companies and select 'off'

### Improve the quality of our email messages

We use cookies to identify whether you have visited our site in response to one of our emails. This enables us to improve our email messages and send you more relevant information. To opt out of email marketing click on the unsubscribe link which appears at the bottom of all of our emails, or email [optout@ancileinsurance.com](mailto:optout@ancileinsurance.com)

## How to control cookies on your device

To opt out or delete cookies on your device visit <http://www.youronlinechoices.com/uk/your-ad-choices> This website will show you what cookies are active on your device, provides information about what they are doing and enables you opt out.

You can also find out more information about cookies on the website of the Information Commissioner: <https://ico.org.uk/for-the-public/online/cookies/>

## Disclosure of Information to Third Parties

We do not sell, trade or rent your information and will never disclose information about you to third parties, except to fulfil your specific orders for a product, for example a data processing company may need your details in order to administer your policy. Or in the event that third parties deliver the relevant service, for example, if you take out an insurance policy underwritten by a third party, a claims company will need your details in order to process any claims.

## Cross-border Transfers of Information

Please note that we provide products and services for customers who may travel outside the European Economic Area (EEA). Therefore if you travel on such holidays, and it is deemed necessary to provide the cover you have purchased, for example in the event of a medical claim, the information you provide may occasionally be transferred outside the European Economic Area. It is worth noting however that some non-EEA countries do not afford the same level of data security as the UK. By submitting your details, you consent to this transfer in the event that it is necessary to process your claim. We will always use every reasonable effort to ensure sufficient protections are in place to safeguard your personal information.

We may also be obliged by law to pass on your information to the Police or any other statutory authority.

## Your Rights Under the General Data Protection Regulation

Under the General Data Protection Regulation an individual has specific rights with regards to their personal data.

- **The Right to Be Informed**

When we collect any personal data from you we endeavor to inform you why we need the information. This is generally in order to provide you with an accurate quotation or to administer your policy. More information can be found in this privacy statement.

- **Your Right to Object (Opting Out of Direct Marketing)**

When you purchase a product from us we consider it in our legitimate interest to place you on our marketing list to receive information about similar products and services from us (this may be by post, sms, email, telephone or social media), unless you opt out.

You will be given the opportunity to opt out of all marketing at the point of purchase, at the bottom of every subsequent electronic communication and when you log in to your account.

You can also opt-out of marketing by emailing [optout@ancileinsurance.com](mailto:optout@ancileinsurance.com), calling us on 0330 024 9671, we are available Monday to Friday between 9am and 5pm, or writing to us at Data Protection Officer, Ancile Insurance Group Ltd., Kao Hockham Building, Edinburgh Way, Harlow, Essex UK CM20 2NQ.

- **Withdrawing Consent**

If you have consented to receive marketing information from us in the process of saving a quotation, you can withdraw your consent by using the opt out link which is at the bottom of every electronic communication or changing your contact preferences when you log in to your account.

You can also opt-out of marketing by emailing [optout@ancileinsurance.com](mailto:optout@ancileinsurance.com), calling us on 0330 024 9671, we are available Monday to Friday between 9am and 5pm, or writing to us at Data Protection Officer, Ancile Insurance Group Ltd, Kao Hockham Building, Edinburgh Way, Harlow, Essex UK CM20 2NQ.

- **Amendment and Rectification of Information**

Please advise us in writing as to any changes in your circumstances or of any instances where you feel the data we hold may be incorrect. We will amend details as required.

If you wish to amend your data please call us on 0330 024 9671, email [info@ancileinsurance.com](mailto:info@ancileinsurance.com) or write to Ancile Insurance Group Ltd. Kao Hockham Building, Edinburgh Way, Harlow, Essex CM20 2NQ.

- **Subject Access Requests & Data Portability**

You have a statutory right of access to accessible personal and/or sensitive personal data that we hold about you. In order to exercise this right, your application must be in writing for security reasons.

We can supply the data as a hard copy or as a csv file which can be imported into other computer systems.

Call recordings can be supplied as wav or mp3 files, these are common file types which can be listened to in a number of different applications.

Please write to, Ancile Insurance Group Ltd. Kao Hockham Building, Edinburgh Way, Harlow, Essex CM20 2NQ or email [info@ancileinsurance.com](mailto:info@ancileinsurance.com)

- **Right to Erasure**

You have a right to ask us to delete any data we hold about you. Please write to, Ancile Insurance Group Ltd. Kao Hockham Building, Edinburgh Way, Harlow, Essex CM20 2NQ or email [info@ancileinsurance.com](mailto:info@ancileinsurance.com)

Please note, if you have a live policy with us, we will not be able to delete your data unless you cancel the policy first. This is because we require your personal data to administer your policy and process any claims you may make.

- **Right to Restrict Processing**

If you feel that the data we hold for you is incorrect you have a right to ask us to restrict processing until you have supplied the correct data.

Please write to, Ancile Insurance Group Ltd. Kao Hockham Building, Edinburgh Way, Harlow, Essex CM20 2NQ or email [info@ancileinsurance.com](mailto:info@ancileinsurance.com)

- **Making a Complaint**

If you are not happy with the way that we collect, process or store your data you have the right to lodge a complaint.

You can contact our Data Protection Officer at the following address: Data Protection Officer, Ancile Insurance Group Ltd. Kao Hockham Building, Edinburgh Way, Harlow, Essex CM20 2NQ or email [info@ancileinsurance.com](mailto:info@ancileinsurance.com)

Alternatively if you would like to lodge a complaint with a supervisory body you can contact the Information Commissioners Office.

Visit their website <https://ico.org.uk/concerns> or call their help line 0303 123 1113

## **Changes to our Privacy Policy**

If we decide to change our Privacy Policy, we will update all relevant documentation and post any changes onto our websites so that you are always aware of what information we collect, how we use it and under what circumstances we disclose it.



## **Protection for insolvency of your travel End Supplier**

(the company that owns and operates the services listed in your policy)  
(Ref: V1.18)

It is wrong to assume that your travel insurance policy provides cover for the financial failure of your airline or any end suppliers. If you have cover for Cancellation, it is worth checking both the exclusions for that section and the General Exclusions of your travel insurance policy carefully to ensure financial failure is not excluded.

### **Our Product**

Please refer to the policy wording which sets out in full what is and what is not covered. Our product is intended as a safety-net for where you are not already covered by any other means for insolvency. We have listed below the protections you may already qualify for. You should investigate if any of these protections already apply to you, as you will need to have claimed under those first before you seek to claim under our product.

### **Other protections you may already have:**

#### **Paying by credit or debit card**

##### Credit card

Section 75 of the Consumer Credit Act offers some protection if you are paying by credit card, but will only cover values over £100 and no more than £30,000. Some credit card providers will offer cover for values below £100, you should check with your provider to clarify the cover they provide.

##### Debit card

Debit card transactions are not covered by the Consumer Credit Act, but each bank will have its own terms and conditions which may include some protection for customers. An example of this is known as a 'chargeback'. This is where you pay for something with your debit card and that order or service has not been adequately completed or is never received. Your bank can charge back its value from the retailer's bank. Each bank has its own terms and conditions in place so you should check what yours are carefully.

**Please note** if cover is available through your credit or debit card you may only be covered for your original card transaction value, there will be no cover for the increased repatriation costs to bring you home if you are abroad when the insolvency occurs.

#### **Package holidays**

##### Packages including flights

The Civil Aviation Authority runs a scheme called ATOL (Air Travel Organiser's License) that provides some protection for customers buying their flight as part of a package. For more information you can go to ATOL's website [www.atol.org.uk](http://www.atol.org.uk). ATOL covers the insolvency of the ATOL holder i.e. the Travel Agent or Tour Operator themselves and not the insolvency of any providers of the travel arrangements you have booked through the ATOL holder, so you should discuss your protection with your Travel Agent /Tour Operator as they are responsible for refunding or rebooking you should a provider of your travel arrangements financially fail. You are only covered by ATOL if you receive an ATOL certificate (which your Travel Agent/Tour Operator should give you when booking).

##### Packages not including flights

Where your holiday does not include a flight but consists of an overnight stay and another element of travel booked through the same company either directly or indirectly (e.g. you are booking your accommodation on a website and that website directs you to another website to book your car hire), then you will have protection rights under the European Package Travel Directive adopted by the UK. You should enquire about your protection with your agent (i.e. the initial accommodation website you used in the example) in respect of any protections they have in place for their insolvency and the insolvency of any End Supplier (i.e. the car hire website in the example) you have booked through them as part of your holiday arrangements.



### **Purchasing flights only**

Specific rules apply; if you buy through a travel agent and receive your ticket within 24 hours, your money is not protected. However if the agent takes longer than this to issue your ticket to you, by law they should hold an ATOL license and issue you with an ATOL certificate to protect you if they become insolvent. The agent is obliged to refund or re-book your flight should the airline they booked you on become insolvent. If you buy your ticket directly from an airline, your money is not protected if that airline fails. If you are unsure of what protection you have it is best to talk to your Travel Agent who can tell you what is in place.

### **END SUPPLIER FAILURE INSURANCE – ESFI**

See Policy Wording for full details

This cover is provided by International Passenger Protection Limited, IPP House, 22-26 Station Road, West Wickham, Kent BR4 0PR, United Kingdom and is underwritten by Certain Underwriters at Lloyd's (**The Insurer**).

**The Insurer will pay** up to £1,500 in total for each **Insured Person** named on the Invoice for:

- 1 Irrecoverable sums paid prior to **Financial Failure** of the Scheduled Airline, hotel, train operator including Eurostar, car ferries; villas abroad & cottages in the UK; coach operator, car or camper hire company, caravan sites, campsites, mobile home, safaris; excursions; Eurotunnel; theme parks or attractions all known as the **End Supplier** of the travel arrangements not forming part of an inclusive holiday prior to departure  
or
- 2 In the event of **Financial Failure** after departure:
  - a) additional pro rata costs incurred by the Insured Person(s) in replacing that part of the travel arrangements to a similar standard of transportation as enjoyed prior to the curtailment of the travel arrangements  
or
  - b) if curtailment of the holiday is unavoidable - the cost of return transportation to the United Kingdom, Channel Islands, Isle of Man or Ireland to a similar standard of transportation as enjoyed prior to the curtailment of the travel arrangements.

**Financial Failure** means the **End Supplier** becoming Insolvent or has an administrator appointed and being unable to provide agreed services.

**End Supplier** means the company that owns and operates the services listed in point 1 above.

**The Insurer will not pay for:**

1. Travel or Accommodation not booked within the United Kingdom, Channel Islands, Isle of Man or Ireland prior to departure
2. Any **End Supplier** which is, or which any prospect of **Financial Failure** is known by the Insured or widely known publicly at the date of the Insured's application under this policy
3. Any loss or part of a loss which at the time of the happening of the loss is insured or guaranteed by any other existing Policy, Policies, bond, or is capable of recovery from under section 75 of the Consumer Credit Act or from any bank or card issuer or any other legal means.
4. The **Financial Failure** of any travel agent, tour organiser, booking agent or consolidator with whom the Insured has booked travel or accommodation
5. Any losses which are not directly associated with the incident that caused the Insured to claim. For example, loss due to being unable to reach your pre-booked hotel following the **Financial Failure** of an airline.