

POLICY WORDING

This document is a legally binding contract of Insurance between Nirvana Europe Limited (**you**) and **us**.

We agree to insure **your participants** under the terms, conditions and exceptions contained in this policy wording and outlined in the policy **schedule**. **Your participants** are insured during the **period of insurance** for which **you** have paid, or agreed to pay, a premium and for which **they** have opted-in.

Unless **we** have agreed otherwise with **you**, this Insurance is governed by English law.

GROUP EVENT ENTRY FEE COVER

What is Covered

We will pay the race fee entry cost, less any refunds due from the organiser, to protect **participants** against situations or losses that result from sudden and unexpected events as outlined below:

1. Any serious injury or any unforeseen serious illness occurring to **your participant** which results in **them** being unable to attend an event for which **they** have entered. **Your participant** must be examined by a physician and the physician must advise **them** in writing not to attend the event.
2. Any serious injury or any unforeseen serious illness occurring to a **participant's family** which requires **them** to provide primary care to that person. **Your participant's family** member must be examined by a physician and evidence provided.
3. Any serious injury or any unforeseen serious illness occurring to your **participant's family** member that is considered life threatening or requiring hospitalisation. A **participant's family** member must be examined by a physician and evidence provided.
4. The death of a **participant's family** member on or within thirty (30) days prior to the event date.
5. **Your participant** being required to serve on a jury or served with a court order which requires **their** appearance in court on the day of the event, and which prevents **them** from attending the event.
6. **Your participant's** home is made uninhabitable by fire, flood, burglary, vandalism, or natural disasters.
7. **Your participant** is directly involved in a traffic accident on the day of the event that causes either:
 - 1) Injury to **them**; or
 - 2) Damage to **their** vehicle that creates an immediate need for repair to ensure its safe operation
8. **Your participant** being on active military duty and having personal leave revoked, except for disciplinary reasons.
9. **Your participant**, after having been with the same employer for at least three continuous years, are terminated or laid off, except for disciplinary reasons, after the effective date of coverage.
10. **Your participant** not arriving at the venue due to a delay by a common carrier used for transportation.
11. **Your participant** automobile having a mechanical breakdown within 24 hours of the event which results in the vehicle being unable to be driven to the event.
12. **Your participant's** place of work is made unsuitable for business by fire, burglary, vandalism or natural disasters within 48 hours prior to the event.

What is not Covered

1. The first 15% of every claim.
2. **Pre-Existing Conditions**;
3. If **your participant** cannot provide a doctor's report for injury or illness dated within 72hrs of the cancellation;
4. If **your participant** is prevented from travelling due to disruption of the public transport network which is public knowledge 24 hours prior to the event.
5. Intentionally self-inflicted harm, suicide or attempted suicide;
6. Normal pregnancy, fertility treatments, childbirth or elective abortion, other than unforeseen complications of pregnancy of **your participants** or **their family**
7. Mental or nervous health disorders, including but not limited to: anxiety, depression, neurosis or psychosis; or physical complications related thereto of **your participants** or **their family**;
8. Alcohol or substance abuse; or conditions or physical complications related thereto of **your participants** or **their family**
9. Any unlawful acts committed by **your participants** or **their family** whether **they** are insured or not;
10. **Your participant** a) making changes to personal plans or b) having a business or contractual obligation;
11. The event being cancelled or delayed by the venue or promoter for any reason (including bad weather)
12. Prohibition or regulation by any government;
13. Lost or stolen tickets, entry forms.
14. Any expected or foreseeable events.
15. If **your participants** give incorrect data or facts.

DEFINITIONS

The following words or phrases highlighted by the use of bold print have the same meaning whenever they appear in this document, the **schedule** and endorsements:

Adult - person who has reached the age of 18 years.

Family - parents, spouse, partner, son, daughter or siblings, who permanently live with **your participant**.

Participant - a subscriber to **your** terms of business who is a **participant** on one of **your** trips and who has agreed to abide by **your** terms and whose name which is entered in the register of **participants** agreed to be covered by the terms of this policy.

Period of Insurance – the period for which this policy is in force as shown on the **schedule**, **participants** are only covered for the period of **their** trip booked with **you**.

Pre-existing condition:

- a) Any respiratory condition (relating to the lungs or breathing), heart condition, stroke, Crohn's disease, epilepsy, allergy, or cancer for which **you** have ever received treatment (including surgery, tests or investigations by a doctor or a consultant/ specialist or prescribed medication).
- b) Any psychiatric or psychological condition (including anxiety, stress and depression) for which **you** have suffered which **you** have received medical advice or treatment or been prescribed medication for in the last five years.
- c) Any medical condition for which **you** have received surgery, in-patient treatment or investigations in a hospital or clinic within the last 12 months, or for which **you** are prescribed medication.
- d) Any disease, illness or injury **you** are aware of but for which **you** have not had a diagnosis.

Schedule - the document showing the details of the insured person and the cover provided.

Terrorism - an act, or the threat of an act, by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, that:

- a) Is committed for political, religious, ideological or similar purposes; and
- b) Is intended to influence any government or to put the public, or any section of the public, in fear; and
- c) i. involves violence against one or more persons; or
ii. involves damage to property; or
iii. endangers life other than that of the person committing the action; or
iv. creates a risk to health or safety of the public or a section of the public; or
v. is designed to interfere with or to disrupt an electronic system.

They/Them/Their – Your participants

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

We/Us/Our - the insurers named in the **schedule** of insurance.

You/Your - the insured person named on the **schedule** whose business is registered in the United Kingdom.

GENERAL EXCLUSIONS (APPLICABLE TO ALL SECTIONS)

The following conditions apply to the whole of this policy. Any other conditions are shown in the section to which **they** apply. This certificate of insurance does not provide cover for any accidental damage or theft, or any expenses of legal liability of whatsoever nature, directly or indirectly caused, contributed to by, or happening though, or in the consequence of:

1. Any act of fraud or dishonesty by **you, your participant(s)** or anyone acting on **you or your participant(s)** behalf.
2. War, invasion, **terrorism**, acts of foreign enemies, hostilities (whether or not war has been declared), civil war, rebellion, revolution, insurrection, military, or usurped power.
3. Ionising radiation or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from burning nuclear fuel.
4. Radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
5. Pressure waves from aircraft or other aerial devices travelling at supersonic speeds.
6. Suicide, attempted suicide or deliberate injury to **yourself** or putting **yourself** in unnecessary danger (unless trying to save human life).
7. Solvent use, being under the influence of drugs or alcohol, except those prescribed by a registered doctor, or drugs which have been prescribed by a registered doctor and not those prescribed for drug addiction.
8. Engaging in any criminal act.
10. Natural disasters
11. Financial Default,
12. Epidemic or Pandemic,
13. Pollution or threat of pollutant release.

IMPORTANT INFORMATION

Authority

In order that this contract may be issued as evidence of the policy of insurance, the Insurers mentioned in **your schedule** of insurance have entered into an agreement. This agreement empowers Tradewise Insurance Company Limited to issue this document.

Basis of Claim Settlement

We will indemnify **your participants** under each policy section that is shown on **your schedule**, up to but not exceeding the amount shown.

CLAIMS

It is a condition of the policy for all parties to provide all information and assistance we may require during the course of our investigations. Failure to do so may result in unnecessary delays and expense being incurred or a claim not being paid.

COMPLAINTS PROCEDURE

It is the intention to give **you** the best possible service but if **you** do have any questions or concerns about this insurance or the handling of a claim **you** should follow the complaints procedure below:

Complaints regarding:

1. SALE OF THE POLICY - Yellow Jersey, Prospero, 73 London Road, Redhill, Surrey, RH1 1LQ | Tel: 0333 003 0046 | Email: support@YellowJersey.co.uk.

2. CLAIMS - Yellow Jersey, Prospero, 73 London Road, Redhill, Surrey, RH1 1LQ | Tel: 0333 003 0600 | Email: claims@YellowJersey.co.uk..

If it is not possible to reach an agreement, **you** have the right to make an appeal to the Financial Ombudsman Service. This also applies if **you** are insured in a business capacity and have an annual turnover of less than £2million and fewer than ten staff. **You** may contact the Financial Ombudsman Service at: The Financial Ombudsman Service, Exchange Tower, London, E14 9SR | Tel: 0300 123 9 123 | Email: complaint.info@financial-ombudsman.org.uk. The above complaints procedure is in addition to **your** statutory rights as a consumer. For further information about **your** statutory rights contact **your** local authority Trading Standards Service or Citizens Advice Bureau.

Guidance Notes

Please check that the contract is suitable for **your** needs.

We rely on the information **you** gave **us** being correct and complete. If it is not complete **you** may not be covered by this Insurance.

You must tell **us** about changes in the information **you** gave **us**. If **you** do not, **you** may not be covered by this Insurance.

You must also tell **us** about any changes **you** want **us** to make to this document. This contract is written in English and all communications about it will be in English. Unless **we** have agreed otherwise, the law applying to this contract is English law.

This insurance is underwritten by Tradewise Insurance Services Ltd, Link House, 300 Southbury Road, Enfield, Middlesex, EN1 1TS who are authorised and regulated by the Financial Conduct Authority.

Several Liability Notice

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

Financial Services Compensation Scheme

We are participants of the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **we** are unable to meet **our** liabilities under this insurance. This depends on the type of business and the circumstances of the claim. A claim is protected for 90%, without any upper limit. Further information about the compensation scheme arrangements is available from FSCS. Information can be obtained on request or by visiting the FSCS website at www.fscs.org.uk.

Data Protection Notice

This document contains important information relating to the details **you** have given **us**. **This notice should also be shown to anyone else that is insured under this policy**. This section draws to **your** attention the systems **we** have in place which allow **us** to detect and prevent fraudulent claims.

Fraud Prevention and Detection

In order to prevent and detect fraud **we** draw to **your** attention in accordance with Data Protection Legislation, the fact that **we** may at any time record and monitor telephone calls for the purpose of detecting fraud & deception. **We** may also pass **your** details through any number of data sharing/fraud prevention Agencies.

Your Insurance cover details may be added to the Claims and Underwriting Exchange Register, run by the Insurance Database Services Ltd and the Insurance Anti Fraud and Theft Register, run by the Association of British Insurers. It is a condition of **your** policy that **you** must tell **us** about any incident (such as **accident** or theft) whether or not it gives rise to a claim as soon as possible. **We** will pass information relating to it on to these Agencies. If **you** or anyone acting on **your** behalf gives **us** false or inaccurate information and **we** suspect fraud, all benefits under this policy will be void. The matter will be recorded with the above Agencies and pursued in accordance with the law.

We may share information about **you** with **our** associated and subsidiary companies. Other organisations may also use and search these records in their effort to combat fraud and undertake credit searches.

The **company** wishes to make it clear that the vast majority of honest Policyholders suffer as a result of a few. **Our** aim is to provide the best possible service to the genuine customer. Through the use of these systems and certain interview techniques, **we** are able to address fraud in such a manner that enables **us** to keep premiums competitive.

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