

# NIRVANA GROUP RACE FEE POLICY WORDING

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

We agree to insure **your customers** under the terms, conditions and exceptions contained in this policy wording and outlined in the policy **schedule**. **Your customers** 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. Cover starts from the time **your customers** purchases a travel or accommodation package through **you**, until the 23:59 on the day of the corresponding event **they** have entered.

This insurance is governed by English law.

## COVER SUMMARY

This section is intended to provide a summary of the main coverage and exclusions of **your** group insurance policy and is personalised to **your** specific needs. **You** should refer to the main sections of the policy wording and **schedule** for complete pre-contractual and contractual information.

Please take the time to carefully check **your** documentation to ensure **you** have provided the correct details and fully understand **your** obligations pre-contract and throughout **your** policy period. Please contact us if **you** have any questions, or to amend the details we hold.

SECTION	WE WILL COVER	EXCESS	WE WILL NOT COVER
Race Fee Cover	✓ The non-refundable entry cost of the <b>event</b> , up to £1,000 as part of <b>your</b> accommodation package, if <b>your customer</b> has to withdraw to due unforeseen circumstances, less any booking fees applicable.	15% of the entry cost per claim	✗ any <b>pre-existing conditions</b> ✗ any refunds due from the organiser at the <b>date of loss</b> ✗ booking fees ✗ costs if the organiser or promoter cancels or delays the event for any reason ✗ costs if <b>your customer</b> is unable to attend a rescheduled date for the <b>event</b> ✗ costs if your <b>customer</b> is unable to provide a doctor's report for an injury or illness within 72hrs of the withdrawal ✗ any change in personal or business circumstance

## CLAIMS

Remember that it is a condition of **your** policy that **your customers** must 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 **their** claim not being paid.

To submit a claim please click [HERE](#)

## 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:

<b>Customer</b>	A subscriber to <b>your</b> terms of business who is a customer on one of <b>your</b> trips and who has agreed to abide by <b>your</b> terms and whose name which is entered in the register of customers agreed to be covered by the terms of this policy.
<b>Date of Loss</b>	The date <b>your customer</b> first became aware of the incident that caused <b>them</b> to withdraw from the event.
<b>Event</b>	The race <b>your customer</b> entered, when opting into <b>your</b> group policy to accompany the accommodation or travel package.
<b>Period of Insurance</b>	The period for which this policy is in force as shown on the <b>schedule</b> . Cover for <b>your customers</b> starts from the time <b>they</b> purchase a travel or accommodation package through <b>you</b> , until the 23:59 on the day of the corresponding event <b>they</b> have entered.
<b>Pre-existing condition:</b>	<ul style="list-style-type: none"> <li>a) Any respiratory condition (relating to the lungs or breathing), heart condition, stroke, Crohn's disease, epilepsy, allergy, or cancer for which <b>your customers</b> have ever received treatment (including surgery, tests or investigations by a doctor or a consultant/ specialist or prescribed medication).</li> <li>b) Any psychiatric or psychological condition (including anxiety, stress and depression) for which <b>they</b> have suffered which <b>they</b> have received medical advice or treatment or been prescribed medication for in the last five years.</li> <li>c) Any medical condition for which <b>they</b> have received surgery, in-patient treatment or investigations in a hospital or clinic within the last 12 months, or for which <b>they</b> are prescribed medication.</li> <li>d) Any disease, illness or injury <b>they</b> are aware of but for which <b>they</b> have not had a diagnosis.</li> </ul>
<b>Schedule</b>	The document showing the details of the insured person and the cover provided.
<b>Terrorism</b>	<p>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:</p> <ul style="list-style-type: none"> <li>a) Is committed for political, religious, ideological or similar purposes; and</li> <li>b) Is intended to influence any government or to put the public, or any section of the public, in fear; and</li> <li>c) <ul style="list-style-type: none"> <li>i. involves violence against one or more persons; or</li> <li>ii. involves damage to property; or</li> <li>iii. endangers life other than that of the person committing the action; or</li> <li>iv. creates a risk to health or safety of the public or a section of the public; or</li> <li>v. is designed to interfere with or to disrupt an electronic system.</li> </ul> </li> </ul>
<b>They/Them/Their</b>	<b>Your customers.</b>
<b>United Kingdom</b>	England, Scotland, Wales, the Channel Islands, Isle of Man and Northern Ireland.
<b>We/Us/Our</b>	The insurers named in the guidance notes of this policy wording.
<b>You/Your</b>	The insured person named on the <b>schedule</b> whose business is registered in the <b>United Kingdom</b> .

## SECTIONS OF COVER

### SECTION 1 - RACE FEE

#### WHAT IS COVERED

- ✓ We will cover **your customer**, if **they** need to withdraw from the **event**, due to a sudden, unexpected and unforeseeable event that takes place after **they** purchased an accommodation or travel package from you, that prevents **them** from reasonably taking part.
- ✓ We will pay the non-refundable race fee cost, less any refunds applicable at the **date of loss**, up to £1,000.

#### WHAT IS NOT COVERED

- ✗ the excess (15% of the entry cost)
- ✗ booking fees
- ✗ claims due to **pre-existing conditions**
- ✗ any refunds due from the organiser at the **date of loss**
- ✗ if **they** change **their** mind or have a change of personal or business circumstance
- ✗ if **they** cannot provide a medical report to justify **their** claim, dated within 72hrs of the injury or cancellation
- ✗ any costs if the event organiser, cancels, postpones or reschedules the **event**
- ✗ costs if **your customer** is unable to attend a rescheduled date for the **event**
- ✗ claims for fertility or pregnancy related reasons, unless **they** suffer complications
- ✗ claims due to any Government intervention

## GENERAL EXCLUSIONS

- ! Claims submitted more than 14 days after the date of loss will not be accepted.

We will not pay any element of any claim if it involves any the following causes:

- ✗ any act of fraud or dishonesty, as determined by **us**
- ✗ if the **date of loss** occurred before the **period of insurance**
- ✗ professional cycling of any kind
- ✗ **pre-existing conditions**
- ✗ suicide, attempted suicide or deliberate injury to **themselves** or putting **themselves** in unnecessary danger (unless trying to save human life)
- ✗ 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
- ✗ engaging in any criminal act
- ✗ natural disasters
- ✗ financial default,
- ✗ any epidemic or pandemic
- ✗ any act of **terrorism**
- ✗ pollution or threat of pollutant release.

## REFUNDS

- **Refund within the initial 14-day period**  
**Your customers** may cancel **their** cover under **your** group policy and you can receive a 100% refund of **their** opt-in costs, without giving reason, by sending **us** written notice within 14 days of the date **they** opted in, or if later, within 14 days of **them** receiving **their** contractual documentation. However, we will not refund any of the opt-in costs if **they** have made a claim.
- **Refund after the initial 14-day period**  
Whilst **your customers** may cancel this cover after the 14-day cooling-off period, no refund of **their** opt-in costs will be payable.
- **Refund if the event is cancelled or postponed by the organiser or governing body**  
If the event has been cancelled by the organiser, or a cancellation has been enforced by a governing body, we will refund 75% of **your customers** group policy opt-in cost. **You** must request the refund by emailing [support@yellowjersey.co.uk](mailto:support@yellowjersey.co.uk) within 14 days of the date of the event cancellation, otherwise no refund will be paid.
- **Refund by us**  
We may cancel cover by sending **them** 7 days' notice to **your** last known address. We will refund in full, so long as **they** have not made a claim. If **they** have made a claim, there will be no refund.

## COMPLAINTS PROCEDURE

It is **our** intention to give **your customers** the best possible service. If **they** have any questions or concerns about this insurance or the handling of a claim, **they** should contact us using the details below:

Yellow Jersey, Prospero, 73 London Road, Redhill, Surrey, RH1 1LQ | Tel: 0333 003 0600 | Email: [support@YellowJersey.co.uk](mailto:support@YellowJersey.co.uk).

If it is not possible to reach an agreement, **they** have the right to make an appeal to the Financial Ombudsman Service. This also applies if **they** are insured in a business capacity and have an annual turnover of less than £2million and fewer than ten staff. **They** 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](mailto:complaint.info@financial-ombudsman.org.uk). The above complaints procedure is in addition to **your** statutory rights as a consumer. For further information about **their** statutory rights contact **their** local authority Trading Standards Service or Citizens Advice Bureau.

## GUIDANCE NOTES

This insurance is Underwritten by AWP P&C SA and administered in the UK by AWP Assistance UK Ltd trading as Allianz Assistance.

AWP Assistance UK Ltd is authorised and regulated by the Financial Conduct Authority.

AWP P&C SA is duly authorised in France and the United Kingdom and subject to limited regulation by the Prudential Regulation Authority and 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 members 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](http://www.fscs.org.uk).

## DATA PROTECTION NOTICE

We care about **your** personal data. The summary below and **our** full privacy notice explain how Allianz Assistance protects **your** privacy and uses **your** personal data. **Our** full privacy notice is available at [www.allianz-assistance.co.uk/privacy-policy-and-cookies/](http://www.allianz-assistance.co.uk/privacy-policy-and-cookies/). If a printed version is required, please write to Legal and Compliance Department, Allianz Assistance, 102 George Street, Croydon CR9 6HD.

### How will we obtain and use your personal data?

We will collect **your** personal data from a variety of sources including:

- Data that **you** provide to **us**; and
- Data that may be provided about **you** from certain third parties, such as vehicle recovery operators in the event of a breakdown.

We will collect and process **your** personal data in order to comply with **our** contractual obligations and/or for the purposes of **our** legitimate interests including:

- Entering into or administering contracts with **you**;
- Informing **you** of products and services which may be of interest to **you**.

### Who will have access to your personal data?

We may share **your** personal data:

- With public authorities, other Allianz Group companies, industry governing bodies, regulators, fraud prevention agencies and claims databases, for underwriting and fraud prevention purposes;
- With other service providers who perform business operations on **our** behalf;
- Organisations who **we** deal with which provide part of the service to **you** such as **your** car hire company;
- To meet **our** legal obligations including providing information to the relevant ombudsman if **you** make a complaint about the product or service that **we** have provided to **you**.

We will not share information about **you** with third parties for marketing purposes unless **you** have specifically given **us** **your** consent to do so.

### How long do we keep your personal data?

- We will retain **your** personal data for a maximum of seven years from the date the insurance relationship between **us** ends. If **we** are able to do so, **we** will delete or anonymise certain areas of **your** personal data as soon as that information is no longer required for the purposes for which it was obtained.

### Where will your personal data be processed?

- **Your** personal data may be processed both inside and outside the European Economic Area (EEA).
- Whenever **we** transfer **your** personal data outside the EEA to other Allianz Group companies, **we** will do so on the basis of Allianz's approved binding corporate rules (BCR). Where Allianz's BCR do not apply, **we** take steps to ensure that personal data transfers outside the EEA receive an adequate level of protection.

### What are your rights in respect of your personal data?

You have certain rights in respect of **your** personal data. **You** can:

- Request access to it and learn more about how it is processed and shared;
- Request that **we** restrict any processing concerning **you**, or withdraw **your** consent where **you** previously provided this;
- Request that **we** stop processing it, including for direct marketing purposes;
- Request that **we** update it or delete it from **our** records;
- Request that **we** provide it to you or a new insurer; and
- File a complaint.

### Automated decision making, including profiling

We carry out automated decision making and/or profiling when necessary.

### How can you contact us?

If **you** would like a copy of the information that **we** hold about **you** or if **you** have any queries about how **we** use **your** personal data, **you** can contact **us** as follows:

- By post: Data Protection Officer, AWP Assistance UK Ltd, 102 George Street, Croydon CR9 6HD

## 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 such as Hunter and CIFAS.

**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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