



## ATLAS INSURANCE PCC LIMITED IN RESPECT OF ITS TRAVELODGE CELL, A PROTECTED CELL OF ATLAS INSURANCE PCC LIMITED

Head and Registered Office: 48-50 Ta' Xbiex Seafront, Ta' Xbiex XBX1021, Malta

### Travelodge Room Cancellation Insurance Policy Wording

#### General information about this insurance

##### Insurance providers

This insurance is underwritten by Atlas Insurance PCC Limited Travelodge Cell (the Insurer). Atlas Insurance PCC Limited is a cell company authorised under the Insurance Business Act, 1998 to carry on general insurance business and is regulated by the Malta Financial Services Authority. The non-cellular assets of the company may be used to meet losses incurred by the cells in excess of their assets. It is registered in Malta with company registration No C5601. This information can be checked by visiting the MFSA website ([www.mfsa.com.mt](http://www.mfsa.com.mt)).

This insurance is arranged with the Insurer by Travelodge Hotels Limited, an Appointed Representative of Arthur J Gallagher Insurance Brokers Limited (<http://www.ajginternational.com/>).

Claims are managed for the Insurer by Intasure, AMP House, Dingwall Road, Croydon, CR0 2LX, a trading name of Arthur J. Gallagher Insurance Brokers Limited.

Arthur J Gallagher Insurance Brokers Limited trading as Intasure is authorised and regulated by the Financial Conduct Authority (FRN 311786). This information can be checked by visiting the FCA website ([www.fca.gov.uk](http://www.fca.gov.uk)). The registered office of both Arthur J Gallagher Insurance Brokers Limited, trading as Intasure (Registration Number SC108909, Scotland) is at Spectrum Building, 7<sup>th</sup> Floor, 55 Blythswood Street, Glasgow, G2 7AT.

##### Your Room Cancellation Insurance

This policy wording along with **Your Confirmation Email/Certificate** forms the basis of **Your** contract of insurance. Together, these documents explain what **You** are covered for. The policy wording contains conditions and exclusions which **You** should be aware of. **You** must keep to all the terms and conditions of the insurance.

Please read this policy wording to make sure that the cover meets **Your** needs and please check the details outlined within **Your Confirmation Email** to make sure that the information shown is correct.

Please note that the cover provided within this wording starts at the time **You** book the room through Travelodge and pay the insurance premium. **Your Trip** duration cannot exceed 31 days



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### **Law**

Other than in respect of the cell limitation clause in the policy wording, this insurance will be governed by English Law, and **You** and **We** agree to submit to the exclusive jurisdiction of the courts of England and Wales, unless **You** reside in Scotland, Northern Ireland or the Isle of Man, in which case the law applicable to that jurisdiction will apply and its courts will have exclusive jurisdiction.

### **Your right to cancel the policy**

If this cover is not suitable for **You** and **You** want to cancel **Your** policy, **You** should access **Your** booking through the website [www.travelodge.co.uk](http://www.travelodge.co.uk), log on to "My Travelodge" and view **Your** pending bookings then follow the links to cancel the Room Cancellation Insurance within 14 days of buying **Your** policy or the date **You** receive **Your** policy documents. **We** will refund the premium **You** have paid within 30 days of the date **You** amend **Your** booking to cancel the policy provided **You** have not used **Your** hotel reservation or made a claim before **You** asked to cancel the policy within the 14-day period.

After the cooling off period, Room Cancellation cannot be cancelled independently from the room booking. However, cover will be cancelled automatically for a flexible room booking if the room booking is cancelled – a refund of the insurance policy premium will be given. Cancellation of a Supersaver or Saver room booking after the Cooling Off Period will not result in cancellation of the Room cancellation insurance and no refund of the Insurance Cost will be given.

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

Atlas Insurance PCC Limited is covered under the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **We** cannot meet **Our** financial obligations. Further information can be obtained upon request, by visiting the FSCS's website at [www.fscs.org.uk](http://www.fscs.org.uk) or by writing to the following address:

Financial Services Compensation Scheme, 10<sup>th</sup> Floor -Beaufort House, 15 St. Botolph Street, London EC3A 7QU.

### **If you have any questions**

If **You** have any questions about the cover provided under this policy or **You** would like more information, please refer to the website [www.travelodge.co.uk](http://www.travelodge.co.uk) or telephone **Our** Help-Line on **0330 134 0175**.



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### Important claims information

If you need to make a claim you should obtain a claim form and guidance notes about the procedure from the website [www.travelodge.co.uk](http://www.travelodge.co.uk)

You must register a claim by sending a completed claim form and supporting documentation to:

**Travelodge Claims, Intasure, AMP House, Dingwall Road, Croydon, CR0 2LX**

**Help-Line: 0330 134 0175**

**E-mail: [Travelodge\\_Insurance@intasure.com](mailto:Travelodge_Insurance@intasure.com)**

Intasure Services Limited are open Monday to Friday 9am to 5pm.

**Please note:** All claims must be notified as soon as it is reasonably practical after the event which causes the claim. If **Our** position is prejudiced by the late notification of a claim then this may affect **Our** acceptance of a claim.

To help **Us** prevent fraudulent claims, **We** store **Your** personal details on computer and **We** may transfer them to a centralised system. **We** keep this information in line with the conditions of the Data Protection Act.

#### **Fraud**

This contract of insurance is based on mutual trust. **We** provide cover and **We** assume that any claims **You** make are genuine. **Our** experience in handling claims enables **Us** to detect many of those which are fraudulent and this includes those which are exaggerated. **We** investigate every claim and if **We** believe that a fraudulent claim is being made **We** will inform the police. This may result in criminal prosecution.

#### **Customer service**

Every effort is made to ensure **You** receive a high standard of service. If **You** are not satisfied with the service **You** have received, please contact:

#### ***In relation to the manner in which this policy was sold to you:***

The Travelodge Insurance Customer Services Manager

Travelodge Hotels Limited, Sleepy Hollow, Thame, Oxfordshire OX9 3AT

E-mail: [customer.insurance@travelodge.co.uk](mailto:customer.insurance@travelodge.co.uk)

To help **Us** deal with **Your** comments quickly, please quote **Your Confirmation Email** number and the policyholder/insured person's name.



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**We** will do **Our** best to resolve any difficulty directly with **You**, but if **We** are unable to do this to **Your** satisfaction **You** may be entitled to refer any dispute to the Financial Ombudsman Service who will review **Your** case. The address is:

The Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London E14 9SR

***In relation to claims or the Terms and Conditions of this Policy:***

For Claims:

The Managing Director, Intasure, AMP House, Dingwall Road, Croydon, CR0 2LX

By Email: [Travelodge\\_Insurance@intasure.com](mailto:Travelodge_Insurance@intasure.com)

Should you remain dissatisfied or if your complaint relates to the Terms and Conditions of this Policy, you should refer the matter to:

The Customer Care Manager Atlas Insurance PCC Limited, Travelodge Cell, 48-50 Ta' Xbiex Seafront, Ta' Xbiex, XBX 1021, Malta

E-mail: [travelodge@atlas.com.mt](mailto:travelodge@atlas.com.mt)

To help **Us** deal with **Your** comments quickly, please quote **Your Confirmation Email** number and the policyholder/insured person's name.

**We** will do **Our** best to resolve any difficulty directly with **You**, but if **We** are unable to do this to **Your** satisfaction **You** are entitled to refer any dispute to the Office of the Arbiter for Financial Services who will review **Your** case. The address is:

Office of the Arbiter for Financial Services

1st Floor, St Calcedonius Square,  
Floriana FRN 1530, Malta,

Telephone: +356 21249245 (overseas call charges apply)

Website: [www.financialarbiter.org.mt](http://www.financialarbiter.org.mt)

Email: [complaint.info@financialarbiter.org.mt](mailto:complaint.info@financialarbiter.org.mt).



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The Office of the Arbiter will expect you to have a final reply from Us in writing before they accept your case, so please do have this from Us before you approach them.

Issues related to online purchases

The European Commission has an online dispute resolution service for consumers who have a complaint about a product or service bought online. If you choose to submit your complaint this way, it will be forwarded to an Alternative Dispute Resolution (ADR) entity which will handle the case entirely online and will reach an outcome in 90 days. Click [here](#) to access the Online Dispute Resolution Service. Please quote our email address [customer.insurance@travelodge.co.uk](mailto:customer.insurance@travelodge.co.uk). Please be aware that the ADR entity will only be able to consider your complaint after we have had the opportunity to consider and resolve this.

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

### General definitions

Wherever the following words or phrases appear in the policy wordings they will always have the meanings shown under them.

#### **Business Associate**

Any person who works at **Your** place of business and who, if **You** were both away from work at the same time, would prevent the business from running properly.

#### **Confirmation Email/Certificate**

The document showing the names and other details of all the people insured under this policy and any special conditions that apply.

#### **Home**

**Your** usual place of residence within the United Kingdom.

#### **Partner**

A person who **You** live with who is either **Your** husband or wife, common law husband or common law wife, civil partner, fiancé or fiancée, boyfriend or girlfriend.

#### **Period of Insurance**

The period starting from the Effective Date and terminating on the Expiry Date stated in **Your Certificate**.



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### Pre-existing Medical Condition

1. any medical condition for which You have received a terminal prognosis;
2. any medical condition for which You are on a waiting list for or have knowledge of the need for surgery, in patient treatment or investigation at a hospital, clinic or nursing home;
3. any respiratory condition (relating to the lungs or breathing), heart condition, stroke, cancer or anxiety state and/or depression, You have, or have had, for which You are taking prescribed medication or are waiting to receive, or have received treatment (including surgery, tests or investigations) within the last 5 years;
4. any other medical condition You have, or have had, for which You are taking prescribed medication or are waiting to receive, or have received treatment (including surgery, tests or investigations) within the last 12 months.

### Relative

**Your Partner** and **You** or **Your Partners** parent, brother, sister, son, daughter, (including adopted or fostered children), grandparent, grandchild, step-parent, stepchild, stepbrother, stepsister or next of kin.

### Trip

A trip within the United Kingdom which starts and ends in the United Kingdom and that does not exceed 31 days and takes place within the **Period of Insurance**.

### We, us, our

Atlas Insurance PCC Limited in respect of its Travelodge Cell (the Insurer)

### You, your

Each insured person named on the **Confirmation Email/Certificate**. Each person must have lived in the United Kingdom for at least six of the last 12 months and have paid the appropriate premium.

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## General conditions

The following conditions apply to all sections of this insurance.

1. **You** must take all reasonable steps to avoid or reduce any loss which may mean that **You** have to make a claim under this insurance.
2. **You** must give **Us** all the documents **We** need to deal with any claim. **You** will be responsible for the costs involved in doing this. For example, in the event of a cancellation claim **You** will need to supply proof that **You** were unable to travel, such as a medical **Certificate** completed by **Your** doctor. **We** will however pay up to £25 for the valid completion of medical **Certificate** by **Your** doctor, subject to the provision of a receipt.
3. If **You** try to make a fraudulent claim or if any fraudulent means or devices are used when trying to make a claim, this policy may become void and the premium **You** have paid may be forfeited. Any benefits already paid to **You** must be repaid in full.
4. **You** must pay **Us** back any amounts that **We** have paid to **You** which are not covered by this insurance.



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### General exclusions

General exclusions apply to all sections of this policy.

#### We will not cover the following.

1. Any claim relating to:
  - a. Any Pre-existing Medical Condition or
  - b. Any other circumstances, incident or other illness which **You** were aware of at the time **You** took out this insurance and which could reasonably be expected to lead to a claim.
2. Any claim if **You** already have a more specific insurance covering this.
3. Any consequential losses (losses which are not listed under the heading 'What **You** are covered for' in sections A to C).
4. Any claim arising from **You** being involved in any deliberate, malicious, reckless, illegal or criminal act.
5. Any claim arising from **Your** suicide or attempted suicide or **You** injuring yourself deliberately or putting yourself in danger (unless **You** are trying to save a human life).
6. Any claim arising directly or indirectly from using alcohol or drugs (unless the drugs have been prescribed by a doctor) or **Your** suffering from any sexually transmitted disease or condition.

### Sections of cover

#### Section A - Room cancellation

##### What you are covered for

**We** will pay up to £500 per room for the room only expenses and pre-paid breakfast, dinner, pet charges, early check in and late check out costs which **You** have paid to Travelodge and which **You** cannot get back.

**We** will provide this cover if the cancellation of **Your Trip** is necessary and unavoidable as a result of one of the following occurring during the **Period of Insurance**.

1. **You** dying, becoming seriously ill or being injured.
2. The death, serious illness or injury of a **Relative, Business Associate** or a person who **You** have booked to travel with.
3. **You** being made redundant, as long as **You** are entitled to payment under the current redundancy payments law and that, at the time of booking **Your Trip**, **You** had no reason to believe that **You** would be made redundant.
4. **You** or a person who **You** have booked to travel with being called for jury service (and **Your** request to postpone **Your** service has been rejected) or attending court as a witness (but not as an expert witness).
5. If the police or relevant authority need **You** to stay at **Home** after a fire, storm, flood, burglary or vandalism to **Your Home** or place of business within seven days before **You** planned to leave on **Your Trip**.
6. If **You** are a member of the armed forces or police, fire, nursing or ambulance services which results in



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**You** being prevented from travelling due to an unforeseen emergency or if **You** are posted overseas unexpectedly.

7. The vehicle in which **You** were planning to travel is involved in an accident within seven days before **You** planned to leave on **Your Trip** which makes the vehicle unusable.
8. The vehicle in which **You** are travelling when **You** have started the journey to reach the Travelodge is directly involved in an accident or suffers a mechanical breakdown (this would not include **Your** vehicle running out of fuel, oil or water) and as a result of this **You** are unable to reach **Your** intended destination.
9. If **You** are prevented from travelling to **Your** intended destination by government restriction following an epidemic.

### **What you are not covered for**

1. **You** not wanting to travel.
2. Costs which have been paid for on behalf of a person who has not taken out insurance cover with Travelodge.

### **Section B - Abandoning your trip**

#### **What you are covered for**

**We** will pay up to £500 per room for the room only expenses and pre-paid breakfast, dinner, early check in and late check out costs which **You** have paid to Travelodge and which **You** cannot get back if it is necessary and unavoidable for **You** to cancel **Your Trip** if **Your** departure during the **Period of Insurance** by public transport by aircraft, sea vessel, coach or train is delayed for more than six hours due to poor weather conditions, a strike, industrial action or mechanical breakdown.

#### **What you are not covered for**

1. Any claims where **You** have not checked in for **Your Trip** at the departure point at or before the recommended time.
2. Any claims where **You** have not obtained written confirmation from the appropriate transport company or authority stating the reason for the delay and how long the delay lasted, or
3. You are travelling by private car except in the event of breakdown as described in Section C – Breakdown..

### **Section C - Breakdown**

#### **What you are covered for**

**We** will pay a benefit of £75 if **You** cannot reach the Travelodge **You** have booked to stay in because the vehicle in which **You** are travelling during the **Trip** is directly involved in an accident or suffers a mechanical





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breakdown (this would not include **Your** vehicle running out of fuel, oil or water) during the **Period of Insurance**.

### **What you are not covered for**

1. Any claims where **You** have not allowed enough time to reach the Travelodge at or before the recommended time.
2. Any claims if **You** are unable to provide evidence that any recovery or repair to **Your** vehicle was made by a recognised breakdown organisation or an established VAT registered garage.
3. Any claims if **You** are already a member of a breakdown organisation.

### **Claims evidence required for all sections**

- **Confirmation Email/Certificate**
- Travelodge booking invoice showing the room charges paid

### **Additional Claims evidence required for all section A**

- A death certificate
- A medical certificate which **We** will supply for the appropriate doctor to complete
- An official letter confirming: redundancy, emergency posting overseas, the need for **You** to remain at **Home**, breakdown/accident of **Your** vehicle en route to the Travelodge
- Summons for jury service

### **Additional Claims evidence required for section B**

- An official letter confirming the cause and length of the delay
- Official confirmation from Travelodge that **Your** pre paid room costs cannot be refunded

### **Additional Claims evidence required for section C**

- An official letter from a recognised breakdown organisation/established VAT registered garage confirming the incident



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**Please note:** This is not a full list and **We** may require other evidence to support **Your** claim.

Atlas Insurance PCC Limited is a cell company (Company Registration No: C5601) authorised by the Malta Financial Services Authority to carry on general insurance business. The non-cellular assets of the company may be used to meet losses incurred by the cells in excess of their assets.

### **Cell Limitation Clause**

Atlas Insurance PCC Limited is established as a protected cell company in terms of the Companies Act (Cell Companies Carrying on Business of Insurance) Regulations (S.L. 386.10 of the Laws of Malta), "the PCC Regulations", and may create one or more cells for the purposes of segregating and protecting cellular assets.

For the purposes of this Room Cancellation Insurance cover, Atlas is transacting in respect of its Travelodge Cell, a cell created in terms of the PCC Regulations for the purposes of segregating and protecting cellular assets. The assets of the Travelodge Cell are thus protected from the liabilities of the other cells and from those of Atlas' core. The non-cellular assets of the company may be used to meet losses incurred by the cells in excess of their assets.

**You** agree:

- that **You** are entitled only to make a claim under this Room Cancellation Insurance Cover; and
- that **Your** rights, entitlements and any claims made from time to time under this Room Cancellation Insurance Cover shall be primarily settled out of the assets of the Travelodge Cell available for settlement of claims at the moment when your claim is notified to **Us**; and
- that only in the event that Travelodge Cell's assets are exhausted may Atlas' non-cellular assets be secondarily used to meet losses incurred by Travelodge Cell; and
- that no recourse may be made against the assets of any other protected cell of Atlas.

By entering into this Room Cancellation Insurance Cover, **You** acknowledge and agree that this Room Cancellation Insurance Cover is being entered into with Travelodge Cell and that **You** are aware of the provisions of the PCC Regulations, which apply to Atlas and Travelodge Cell.

**You** further accept and agree that this clause of the Room Cancellation Insurance Cover is to be governed and construed in accordance with Maltese law.

### **Data Protection**

Atlas Insurance PCC Limited or their agents and managers may hold information given by you on computer



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and may use that information to verify your claims/insurance history and may pass it on to other insurers for the purposes of underwriting and of claims in order to prevent fraudulent claims