

## **Terms of Business & Privacy Policy.**

### **Important information and who we are**

**Holidayrisk** is a trading style of Globeshield International Ltd authorised and regulated by the Financial Conduct Authority. This may be checked on the Financial Services Register by visiting <https://register.fca.org.uk/> or by contacting the FCA on 0800 111 6768.

### **Our Service**

We act as agents for both the insurer and on your behalf to arrange, deal in and assist with the placing and administration of General Insurance policies. We have measures and controls in place to deal with any issues that may give concerns to conflicts of interest. Unless we advise you otherwise, we are acting on your behalf. We also act on behalf of insurers when collecting insurance premiums under risk transfer agreements.

In order to understand we will ask questions to assess your insurance requirements which may include us checking information that we already hold about you and your existing insurance arrangements with us. We do not give advice or make recommendations on your behalf. We will provide factual information about our products to assist you in making your own informed choices based on the information you provide us. Our services in all cases are limited to arranging and administering your insurance including assisting you with any on-going changes.

### **Your right to Cancel**

We will not refund the premium if you have travelled on the policy, or if you have made or if you intend to make a claim or an incident has occurred which is likely to give rise to a claim.

To cancel your policy, you must contact **Holidayrisk** by phoning **020 3859 7000**, or emailing **cs@holidayrisk.com** or by writing to Holidayrisk, Unit 1 Princes House, 9-15 High Street, Slough, SL1 1DY. Opening hours are Monday to Friday 9am to 5pm.

#### **1. If you wish to cancel the policy within the 14-day cooling off period**

If you decide this policy is not suitable for you and you want to cancel your policy, you must contact **Holidayrisk** within fourteen (14) days of buying the policy or the date you receive your policy documents. Any premium already paid will be refunded to you in full.

#### **2. If you wish to cancel the policy outside the 14-day cooling off period**

##### **a) For single trip policies:**

Your cancellation rights are no longer valid after this initial 14 day period.

##### **b) For annual multi trip policies:**

If cover has started, you will be entitled to a pro-rata refund of premium, in accordance with the amounts shown below:

<b>Period of cover:</b>	<b>Refund due:</b>
If cover has not started	100%
Up to two (2) months	60%
Up to three (3) months	50%
Up to four (4) months	40%
Up to five (5) months	30%
Up to six (6) months	25%
Six (6) months or over	No refund

### **Telephone Calls**

Telephone calls that are made to the sales and medical screening line operated by **Holidayrisk** will be monitored and recorded for quality and assurance purposes. The medical screening line is available Monday to Friday 9.00am – 5.00pm. and closed on Bank Holidays.

### **Insurance Confirmation Documents**

By purchasing insurance through our website, you are deemed to have accepted our terms detailed in our policy wording.

Documentation of insurance policies purchased via the website will be delivered electronically, within one hour to the email address supplied to us.

In the event you do not receive your travel insurance documents, please telephone 020 3859 7000 where a member of the **Holidayrisk** Travel team will arrange to get them delivered to you by quickest method possible.

### **Complaints Procedure**

We are committed to providing you with an exceptional level of service and customer care. We realise that things can go wrong and there may be occasions when you feel that we have not provided the service you expected. When this happens, we want to hear about it so that we can try and put things right.

### **Who to Contact?**

The most important factors in getting your complaint dealt with as quickly and efficiently as possible are:

- to be sure you are talking to the right person; and
- that you are giving them the right information.

### **Initiating your complaint:**

If your complaint relates to the Website or the **Holidayrisk** call centre, please contact **Holidayrisk** by Telephone 020 3859 7000 or by Email: [complaints@holidayrisk.com](mailto:complaints@holidayrisk.com) or write to:

The Complaints Manager  
Holidayrisk  
Unit 1 Princes House  
9-15 High Street  
Slough  
SL1 1DY

### **When you contact us:**

Please provide us your name, address and postcode, contact telephone number and e-mail address (should you have one).

- Please quote policy and/or claim number and the type of policy you hold.
- Please explain clearly and concisely the reason for your complaint.
- Any written correspondence should be headed 'COMPLAINT' and you may include copies of supporting material.

If we are unable to resolve your complaint immediately, we will send you a written acknowledgement within (two) 2 days of receipt. We will then investigate your complaint and, in most cases, send you a full response in writing within 14 days weeks of receipt.

In exceptional cases, where we are unable to complete our investigations within two weeks, we will send you a full written response as soon as we can, and in any event within four (4) weeks of receipt of your complaint.

## **If you are dissatisfied with our response, then you can raise the matter with the Financial Ombudsman Service (FOS).**

Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Tel: 0800 023 4567 - From UK Landline  
Tel: 0300 123 9123 - From UK Mobile  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

### **Complaints about non-insured events and your travel arrangements must be referred to your travel organiser.**

You have the right of referral within six months of the date of your final response letter. Whilst we and or/our UK service providers are bound by the decision of the Financial Ombudsman Service, you are not. Following the complaints procedure above does not affect your right to take legal action.

### **Confidentiality and Data Protection**

**Holidayrisk** respects your privacy and is committed to protecting your personal data. This privacy notice will inform you as to how we look after your personal data when you visit our website (regardless of where you visit it from) and tell you about your privacy rights and how the law protects you.

This privacy notice aims to give you information on how **Holidayrisk** collects and processes your personal data through your use of this website, including any data you may provide through this website.

It is important that you read this privacy notice together with any other privacy notice or fair processing notice we may provide on specific occasions when we are collecting or processing personal data about you so that you are fully aware of how and why we are using your data. This privacy notice supplements the other notices and is not intended to override them.

**Holidayrisk** is the controller and is responsible for your personal data (collectively referred to as **Holidayrisk** "we", "us" or "our" in this privacy notice).

You have the right to make a complaint at any time to the Information Commissioner's Office (ICO), the UK supervisory authority for data protection issues ([www.ico.org.uk](http://www.ico.org.uk)). We would, however, appreciate the chance to deal with your concerns before you approach the ICO so please contact us in the first instance.

It is important that the personal data we hold about you is accurate and current. Please keep us informed if your personal data changes during your relationship with us.

### **The data we collect about you**

Personal data, or personal information, means any information about an individual from which that person can be identified. It does not include data where the identity has been removed (anonymous data).

We may collect, use, store and transfer different kinds of personal data about you which we have grouped together as follows:

- Identity Data includes first name, maiden name, last name, username or similar identifier, marital status, title, date of birth and gender.
- Contact Data includes address, email address and telephone numbers.
- Technical Data includes internet protocol (IP) address, your login data, browser type and version, time zone setting and location, browser plug-in types and versions, operating system and platform, and other technology on the devices you use to access this website.
- Usage Data includes information about how you use our website and services.

## **How is your personal data collected?**

**Holidayrisk** collects information from individuals through website, forms, and contact us sections via website sign ups.

### **We use different methods to collect data from and about you including:**

- Direct interactions. You may give us your Identity and Contact by filling in forms or by corresponding with us by post, phone, email or otherwise. This includes personal data you provide when you:
- give us some feedback
- Automated technologies or interactions. As you interact with our website, we may automatically collect Technical Data about your equipment, browsing actions and patterns. We collect this personal data by using cookies and other similar technologies.

## **How we use your personal data**

We will only use your personal data when the law allows us to. Most commonly, we will use your personal data in the following circumstances:

- Where we need to perform the contract, we are about to enter into or have entered into with you.
- Where it is necessary for our legitimate interests (or those of a third party) and your interests and fundamental rights do not override those interests
- Where we need to comply with a legal or regulatory obligation.

Where you have positively opted into receive marketing communications from us, we will rely on consent as a legal basis for processing your personal data. You have the right to withdraw consent to marketing at any time by contacting us.

## **Purposes for which we will use your personal data**

We have set out below, in a table format, a description of all the ways we plan to use your personal data, and which of the legal bases we rely on to do so. We have also identified what our legitimate interests are where appropriate.

Note that we may process your personal data for more than one lawful ground depending on the specific purpose for which we are using your data.

### **Performance of Contract**

Means processing your data where it is necessary for the performance of a contract to which you are a party or to take steps at your request before entering into such a contract.

Comply with a legal or regulatory obligation means processing your personal data where it is necessary for compliance with a legal or regulatory obligation that we are subject to.

**Cookies** You can set your browser to refuse all or some browser cookies, or to alert you when websites set or access cookies. If you disable or refuse cookies, please note that some parts of this website may become inaccessible or not function properly. For more information about the cookies, we use.

## Change of purpose

We will only use your personal data for the purposes for which we collected it, unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original purpose. If we need to use your personal data for an unrelated purpose, we will notify you and we will explain the legal basis which allows us to do so. Please note that we may process your personal data without your knowledge or consent, in compliance with the above rules, where this is required or permitted by law.

## Disclosures of your personal data

In certain circumstances, we may be legally required to share certain data held by us, which may include your personal data, for example where we are complying with legal obligations, a court order, or a governmental authority.

## International transfers

We do not transfer your personal data outside the UK.

## Data Security

We have put in place appropriate security measures to prevent your personal data from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. In addition, we limit access to your personal data to those employees, agents, contractors and other third parties who have a business need to know. They will only process your personal data on our instructions and they are subject to a duty of confidentiality. We have put in place procedures to deal with any suspected personal data breach and will notify you and any applicable regulator of a breach where we are legally required to do so.

## Data retention

### How long will you use my personal data for?

We will only retain your personal data for as long as necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, accounting, or reporting requirements. To determine the appropriate retention period for personal data, we consider the amount, nature, and sensitivity of the personal data, the potential risk of harm from unauthorised use or disclosure of your personal data, the purposes for which we process your personal data and whether we can achieve those purposes through other means, and the applicable legal requirements. In some circumstances you can ask us to delete your data see below for further information.

## Your legal rights

Under certain circumstances, you have rights under data protection laws in relation to your personal data:

- **Request access** to your personal data (commonly known as a “data subject access request”). This enables you to receive a copy of the personal data we hold about you and to check that we are lawfully processing it.
- **Request correction** of the personal data that we hold about you. This enables you to have any incomplete or inaccurate data we hold about you corrected, though we may need to verify the accuracy of the new data you provide to us.
- **Request erasure** of your personal data. This enables you to ask us to delete or remove personal data where there is no good reason for us continuing to process it. You also have the right to ask us to delete or remove your personal data where you have successfully exercised your right to object to processing (see below), where we may have processed your information unlawfully or where we are required to erase your personal data to comply with local law. Note, however, that we may not always be able to comply with your request of erasure for specific legal reasons which will be notified to you, if applicable, at the time of your request.
- **Object to processing** of your personal data where we are relying on a legitimate interest (or those of a third party) and there is something about your particular situation which makes you want to object to processing on this ground as you feel it impacts on your fundamental rights and freedoms. You also have the right to object where we are processing your personal data for direct marketing purposes. In some cases, we may

demonstrate that we have compelling legitimate grounds to process your information which override your rights and freedoms.

- **Request restriction of processing of your personal data.** This enables you to ask us to suspend the processing of your personal data in the following scenarios: (a) if you want us to establish the data's accuracy; (b) where our use of the data is unlawful but you do not want us to erase it; (c) where you need us to hold the data even if we no longer require it as you need it to establish, exercise or defend legal claims; or (d) you have objected to our use of your data but we need to verify whether we have overriding legitimate grounds to use it.
- **Request the transfer** of your personal data to you or to a third party. We will provide to you, or a third party you have chosen, your personal data in a structured, commonly used, machine-readable format. Note that this right only applies to automated information which you initially provided consent for us to use or where we used the information to perform a contract with you.
- **Withdraw consent at any time** where we are relying on consent to process your personal data. However, this will not affect the lawfulness of any processing carried out before you withdraw your consent. If you withdraw your consent, we may not be able to provide certain products or services to you. We will advise you if this is the case at the time you withdraw your consent. If you wish to exercise any of the rights set out above, please contact us.

### **No fee usually required**

You will not have to pay a fee to access your personal data (or to exercise any of the other rights). However, we may charge a reasonable fee if your request is clearly unfounded, repetitive or excessive. Alternatively, we may refuse to comply with your request in these circumstances.

### **What we may need from you**

We may need to request specific information from you to help us confirm your identity and ensure your right to access your personal data (or to exercise any of your other rights). This is a security measure to ensure that personal data is not disclosed to any person who has no right to receive it. We may also contact you to ask you for further information in relation to your request to speed up our response.

### **Time limit to respond**

We try to respond to all legitimate requests within one month. Occasionally it may take us longer than a month if your request is particularly complex or you have made a number of requests. In this case, we will notify you and keep you updated.

### **Amendments**

We may update our Terms of Business & Privacy Policy from time to time by publishing a new version on our website. This does not affect your statutory rights.

### **Our details**

Our principal place of business is Unit1, Princes House, 9-15 High Street, Slough, SL1 1DY.

### **You can contact us**

- by telephone 020 3859 7000
- by email [cs@holidayrisk.com](mailto:cs@holidayrisk.com)
- by post to the postal address given above