

Policy Number: TOL653208

Record ID: 27893404

The Insurance Act 2015 fundamentally changes the duty of disclosure on the business policyholder to the insurers. It creates new duty for insurers and policyholders to comply with. It is now a requirement by Law that under all business insurance policies the insured makes a Fair Presentation of this risk to insurers and must make every effort to ensure that all material facts have been disclosed to the insurance company.

The consequences of incorrectly disclosing all material facts or incorrectly stating risk and / or exposure information directly affects remedies that insurers can exercise.

If the non-disclosure was deliberate and reckless the insurer can avoid the policy (treating it as if it never existed) and the insurers can keep the premium paid.

If the non-disclosure of a material fact was accidental or innocent, the insurers take a variety of routes.

- 1. If the insurer would not have entered into the contract on any terms: the insurer may avoid the contract and refuse all claims but must in the event return the premiums paid.
- 2. If the insurer would have entered into the contract but on different terms (other than terms relating to the premium): the contract is to be treated as if it had been entered into on those different terms if the insurer so requires, even if the insured would never have accepted such terms.
- 3. In addition, if the insurer would have entered into the contract but would have charged a higher premium (whether the terms relating to matters other than the premium would have been the same or different): the insurer may reduce proportionately the amount to be paid on a claim.

It is therefore really important that the information that we hold about your company and your insurance exposure is thoroughly checked and updated. The duty of disclosure continues throughout the life of the policy, so please remember to inform your broker if anything about your business changes otherwise the consequences can be severe.

The information in the following pages collates data that we have earlier been advised of or that we have been asked to note against your policy. Please ensure that it fairly represents your business and its history.

Date Issued: 22 June 2023

Your DetailsProposer:GTI Travel Group Limited trading as GTS Tours and Shore Excursions and Transfers
and International FriendsYour Business:Tour Operator (and/or Accommodation Principal) & Travel Agent and no other for the
purpose of this insuranceCorrespondence Address:Kent Innovation Centre, Millennium Way , Thanet Reach Business Park, Broadstairs, CT1CPeriod of Insurance:23 June 2023 to 22 June 2024 dates inclusive



Policy Number: TOL653208 Record ID: 27893404 The business profile is: The business was established in 2008. Trading as a Tour Operator (and/or Accommodation Principal) & Travel Agent Tour Operating Flight Only Accommodation Travel Agency Estimated Only Turnover (£) 1,604,991 6,935,009 PAX Total 2,194 N/A Passenger Activities & Specialist Tours Numbers Hazardous Children & Groups & Coach Cruises Activities Students Conferences Destination (PAX) Tours UΚ 1,796 200 500 _ Europe (Zone1) 398 100 50 _ Europe (Zone 2) _ _ --Europe (Zone3) _ _ USA _ Australasia Africa _ Turkey _ Central & Southern America Middle East & India _ Rest of World (Zone1) _ Rest of World (Zone2) Rest of World (Zone3) % All Inclusive Average Tour Duration **Destination Profile Breakdown** (Days) Europe & Mediterranean Zone 1 3 United Kingdom 2 **Employees** Wages No. of Staff UK clerical / managerial 840,000 27

Reps Involved in adventure/ski/activity holidays Reps Not Involved in adventure/ski/activity holidays

Other Staff 'as declared to Underwriters below'

UK Homeworkers

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The following statement(s) would apply to your business:

We use standard booking conditions (Alterations permitted). Alterations we permit are Only in respect of cancellation terms

Components included in our tours program are directly operated/owned by us; full details being The Policyholder owns 3 x VW transporter MPV's which are specifically Insured under a separate policy.

We do offer/sell excursions to our tours, indemnity is obtained from supplier, and of these excursions 95% are sold pre departure.

We regularly inspect and keep up to date records that safety and fire precautions are adequate and local regulations and standards are observed.

Annually we check the insurance arrangements of all of our suppliers and retain evidence of such.

We accept liability from our suppliers and do not utilise any form of bespoke contract.

In respect of risk assessment and health and safety we do undertake training/awareness instruction and full details being declared to underwriters as follows: we use mentor

Our suppliers maintain risk assessment; health and safety standards as follows: we don't go to holiday resorts Our hotels &/or accommodation providers do not have written evidence of HACCP &/or compliance with EC Directive 93/43 The Hygiene of Foodstuffs.

Associations & Memberships

You have advised us that you are members of, or have accreditation with:

British Educational Travel Association

General Facts about our business

The company insured, its directors and/or the partners of the business insured have not:

- a) been declared bankrupt or insolvent either as private individuals or in connection with any business.
- b) been the subject of a county court judgement in respect of debt either as private individuals or in connection with any business.
- c) been officers of a company that has been declared insolvent, or had a receiver or liquidator appointed, or entered into arrangements with creditors in accordance with the Insolvency Act 1986 or any subsequent legislation.
- d) been disqualified under the Company Directors Disqualification Act 1986 or any subsequent legislation.
- e) been convicted of or charged with but not yet tried for a criminal offence other than a motoring offence.f) had an insurance contract cancelled or declared void or a claim repudiated or renewal refused due to a breach
- of a policy condition or due to non-disclosure or misdescription or misrepresentation of a material fact.
- g) had insurance cover restricted or cancelled or renewal refused due to non-compliance with risk improvement requirements.

No work is undertaken at or on oil or gas refineries or platforms. No work is undertaken at the premises of chemical works or in the airside manoeuvring areas or aprons at airports.

The company insured, its directors and/or the partners of the business do not own or operate any

- a) creche or childcare facilities or nursery services or playgroups
- b) care service
- c) education establishments
- d) sporting group facilities for children or vulnerable adults
- e) component in the tour program

Except as noted, full details being: The Policyholder owns 3 x VW transporter MPV's which are specifically Insured under a separate policy.



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The company insured, its directors and/or the partners of the business

- a) have not accepted any additional liabilities by agreement or contract
- b) do not have any overseas representation or legal entities in other territories
- c) do not have any employees working outside of Great Britain, Northern Ireland, the Channel Islands or the Isle of Man on long term contracts of greater than six months
- d) comply with workplace, product safety and environment legislation
- e) have not been subject to any prohibition or enforcement action by any regulatory bodies

Claims History

The past history of claims and accidents and legal action against the company is relevant to how our policy is priced the terms and excess we would have underwritten a policy covering the same events. You have declared the following claims or incidents, legal actions (whether successful or not) which have been made against the business to be insured within the 5 year period prior to inception of this policy for which compensation or damages were sought.

Previous Claims within the 5 year period prior to inception of the policy			
Date	Description of Incident	Amount Paid	Amount Outstanding

I/We are declaring there have been no accidents; incidents; losses; legal proceedings; legal action or claims arisen, whether insured or not within the 5 year period prior to inception of this policy

Claims notified under this insurance policy Date Description of Incident

Amount Paid Amount Outstanding

Supplementary Disclosure