



Target Market Statement

Product Variant (if applicable)	Single and Annual Travel insurance DOA – SUNWORLD B2B B2C
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Last Review / Issued Date	29/09/23
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Key

IPA to Complete	Partner to Complete
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Partner Name/Brand(s)	DOA – SUNWORLD B2B B2C
Partner Regulatory Status <i>Authorised / AR / IAR?</i>	Authorised

A. Product Description and Key Features/Exclusions

To ensure clients understand the characteristics of the product, with details of the main features, characteristics and potential risks of our products

Product Description/Aims <i>What does this product provide/cover, at a high level?</i>
<p>Travel insurance is designed to insure risks incurred before or during a leisure or business trip. This will protect them against unforeseen cancellation or the trip, travel disruption during the trip, emergency medical treatment whilst abroad and protection for personal liability and legal expenses. It would therefore appeal to a target market which:</p> <ul style="list-style-type: none"> • Is going on a leisure or a business trip; and • Has a financial exposure should their trip not going ahead; and • Has the financial resources to pay for the product in one payment.

Key Features and Benefits <i>What does cover look like under this product? What does the customer receive?</i>		
<p>Travel Insurance is a tiered product which enables a customer to choose a policy which is specific to their needs.</p> <table border="1"> <tr> <td><u>Section - Cancellation or Cutting Short your Trip</u></td> <td><i>The purpose of this section is to help you if you have to cancel or cut short your trip as a result of one of the reasons listed below under the heading of 'What is covered'. However, under certain circumstances, your tour operator or transport provider may be responsible for refunding your costs. If the loss you have suffered is covered by the compensation scheme of your tour operator or transport provider we will not provide cover for it under this</i></td> </tr> </table>	<u>Section - Cancellation or Cutting Short your Trip</u>	<i>The purpose of this section is to help you if you have to cancel or cut short your trip as a result of one of the reasons listed below under the heading of 'What is covered'. However, under certain circumstances, your tour operator or transport provider may be responsible for refunding your costs. If the loss you have suffered is covered by the compensation scheme of your tour operator or transport provider we will not provide cover for it under this</i>
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Cancellation or Cutting Short your Trip	<i>policy. You may also be covered by your credit/debit card provider if the services you've paid are not provided as agreed e.g. if company becomes insolvent.</i>
<u>Section - Medical Emergency and Repatriation Expenses</u>	<p><i>The purpose of this section is to help you if you require unforeseen emergency medical treatment whilst on a trip. Under certain circumstances, you may be covered by a reciprocal health agreement, you can find out more about these under the Reciprocal Health Agreement Section.</i></p>
Medical Emergency and Repatriation Expenses	
Emergency Dental *	
Hospital Benefit (per 24 hours) *	
Hospital Benefit (total) *	
Mugging Benefit (per 24 hours) *	
Mugging Benefit (total) *	
<u>Section - Disruption or Delay to Travel Plans</u>	<p><i>The purpose of this section is to help you if you experience certain disruptions to your travel plans and you are left out of pocket. However, under certain circumstances, your tour operator or transport provider may be responsible for providing assistance and compensation. If the loss you have suffered is covered by the compensation scheme of your tour operator or transport provider we will not provide the same cover under this policy. You may also be covered by your credit/debit card provider if the services you've paid for are not provided as agreed e.g. if a company becomes insolvent.</i></p> <p><i>For further information on the cover provided by your tour operator, your airline visit or your credit/debit card provider please contact them directly.</i></p>
Missed Departure	
Travel Delay Benefit (per 12 hours) *	
Travel Delay Benefit total) *	
Travel Disruption	
Pet Care (per xx hours) *	
Pet Care (total) *	
<u>Section - Personal Belongings and Money</u>	<p><i>The purpose of this section is to help you in the event of something happening to your suitcases (or containers of a similar nature), their contents, sports equipment and your personal money.</i></p>
Baggage **	
Single article limit	
Valuables **	
Delayed baggage (per 24 hours) *	
Delayed baggage (total) *	
Personal money	
Cash	
Cash (under 18)	
Important documents *	
<u>Section - Legal and Liability</u>	<p><i>This section is split in to two parts.</i></p> <p><i>The purpose of the Legal expenses and assistance section is to help you in the event you need to claim compensation if someone else causes you illness, injury or death.</i></p> <p><i>The purpose of the Personal liability section is to help you in the event you are found liable for damage to someone else's property or cause another person illness, injury or death.</i></p>
Legal expenses and assistance *	
Personal Liability	



Section 6 - Personal Accident	<p><i>The purpose of this section is to provide you with a financial lump sum in the event you suffer death, loss of sight, loss of a limb or permanent total disablement, as a result of an accident during your trip. This section will not be applicable if you suffer any of the above as the result of an illness.</i></p>	
Death (aged 17 or under)		
Death (aged 18 or over)		
Loss of Limbs and/or Loss of Sight		
Permanent Total Disablement		
Section – Winter Sports (This section is optional)	<p><i>This section is available to purchase as an optional upgrade. The purpose of this section is to provide cover specifically for a Winter sports trip that involves activities or sports that are on snow or ice. It's important to check the sports and other activities section of the wording to ensure that any activities that you plan to participate in as part of your Winter sports trip are covered. The policy will not cover any professional sports or entertainment and racing events.</i></p>	
Winter sports equipment (owned)		
Winter sports equipment (hired)		
Single article limit		
Winter sports equipment hire (per 24 hours) *		
Section – Golf (This section is optional)	<p><i>The purpose of this section is to provide cover specifically if you will be playing golf whilst on a trip. The policy will not cover any professional sports or entertainment.</i></p>	
Golf equipment		
Single article limit		
Golf equipment hire (per 24 hours) *		
Golf equipment hire (total) *		
Green fees (per 24 hours) *		
Green fees (total) *		
Section – Cruise Cover (This section is optional)	<p><i>The purpose of this section is to provide cover specifically for a cruise. Under certain circumstances your Cruise Company, tour operator or transport provider may be responsible for providing assistance and compensation.</i></p>	
Missed port (per port) *		
Missed port (total) *		
Cabin confinement (per 24 hours) *		
Cabin confinement (total) *		
Unused excursions		
Additional Baggage		
Single article limit		



Significant Exclusions, Limitations and Conditions

What does the product NOT cover and what are some key conditions?

Travel insurance is designed to cover unforeseen circumstances.

Some key exclusions are –

Your policy does not cover you for any claim directly or indirectly resulting from any of the following:

1. Under all sections, any claim arising from a reason not listed under What is covered.
2. Pre-existing medical condition(s) as described in Pre-existing medical condition(s) section
3. Any claims where you were not fit to undertake your trip when booking your trip or purchasing your policy whichever is the later.
4. Your failure to obtain any recommended vaccines, inoculations or medications prior to your trip. Consideration will be given where you were medically unable to have any vaccination which is supported by your medical records.
5. Your inability to travel due to your failure to hold, obtain or produce a valid passport or any required visa in time for the booked trip.
6. Any circumstances known to you before you purchased your policy or at the time of booking any trip which could reasonably have been expected to lead to a claim under this policy.
7. Your travel to a country, specific area or event when the Travel Advice Unit of the Foreign, Commonwealth & Development Office (FCDO) or regulatory authority in a country to/from which you are travelling has advised against all or all but essential travel.
8. You putting yourself at needless risk (except in an attempt to save human life).
9. Your own unlawful action or any criminal proceedings against you.
10. Any claim during the first 48 hours of their policy for cancellation due to a pandemic illness or personal quarantine.

Optional Upgrades/Additional Cover Elements

What are the upgrades the customer can choose to add and their key features and exclusions?

The product has TIERED levels of cover: Economy, Standard, Premier, Premier Plus

Optional covers available on both products are:

- Winter sports
- Golf cover
- Cruise

Information on the premium

Who pays, how it is paid, frequency, costs included in the premium

- Single Trip or Annual as required
- Client pays Distributer for their policy
- Premium includes costs of the policy and IPT



B. Product Approval Process of the Insurance Product

To ensure clients understand AXA Partners' product approval process and risk appetite, in particular for Conduct Risk

Qualitative and Quantitative Analysis

Use of internal Underwriting Tool, PAP process/Governance...

Control of Risk

Conduct Risk Appetite, Conduct Risk mitigation and monitoring

AXA Partners Product Governance Policy sets out the standards that each entity in AXA Partners is required to implement to ensure the achievement of fair value and good customer outcomes by having robust product oversight and governance arrangements, systems, policies and procedures in place, which encourage a business culture with customers' interests at its core.

- We identify, define and assess our target markets at an appropriate level, based on the nature and complexity of our products.
- We undertake appropriate testing of our new products before launch, to make sure they meet our customers' needs and provide fair value.
- The design and performance of all our new, existing and legacy products are subject to regular assessment and review to ensure products provide fair value and that there is a continuing customer-centric focus, achieving good customer outcomes.
- The features, nature and complexity of our products are carefully matched to our intended distribution channels to ensure they reach our identified target market.
- These requirements are in place in order to ensure that all AXA Partners customers receive fair value

C. Demands & Needs and Target Market Details

To ensure clients understand the identified target market, and confirm the product offered is consistent with the needs of the defined target market

Identified Target Market

High level description of the suitable target market

-The target market for this insurance proposition is UK based leisure travel customers who have booked a holiday domestically or abroad and who are looking for a product that provides coverage for Cancellation, Baggage, Medical Expenses, Delay or Disruption. These policies cater for (although are not exclusively targeted at) customers with minor or common pre-existing medical conditions. The policy offers some optional extras which can be added by customers at their discretion (for example winter sports, or sports / activities) as described elsewhere in this document.

Product Demands and Needs Statement

What and whose needs does this product satisfy?

(NOTE: As required in FCA regulation, this should be called out in distribution journeys for the product, and where possible included in product documentation)

This product is designed to meet the demands and needs of those who wish to ensure that they are financially protected in the event of medical emergencies, delayed or missed departures, cancellation and cutting short a trip, lost, stolen or delayed possessions, personal accident, personal liability, loss of travel



money and passport and legal expenses when travelling and if chosen, optional cover can be included if applicable. The levels of cover may vary depending on which options chosen and destination.

If Cruise Cover is selected, this meets the demands and needs of those who are going on a cruise. Cover is provided for the specific activities and risks associated with cruise holidays such as increased cover for baggage, cover if an insured is confined to their cabin and unused excursions, or cruise itinerary changes.

If Winter Sports Cover is selected, this meets the demands and needs of those who need emergency medical treatment caused by the participation in Winter Sports activities. Cover for the delay, loss, theft or damage to ski equipment, cover for ski pack expenses, piste closure and avalanche closure.

If Golf Cover is selected, this meets the demands and needs of those who wish to have cover for the delay, loss, theft or damage to their own Golf Equipment and cover for any unused Green Fees due to a covered event preventing them from being able to play golf.

IPA SPECIFIC	
Suitable Customers <i>For whom is the product suitable for distribution?</i>	Unsuitable Customers <i>Who is the product NOT suitable for distribution to?</i>
<p>This product is designed for individuals over 18 to cover themselves and/or other individuals of any age who are:</p> <ul style="list-style-type: none"> • Travelling away from their normal place of residence temporarily; • A UK resident; • Within the UK at time of purchase; • Registered with a GP in the UK; • Fit to undertake their trip; • Not travelling to obtain medical or cosmetic treatment; • Looking to cover either a single trip or multiple trips over the period of a year; and • Travelling for less than the maximum trip duration of the product. 	<p>This product is not designed for individuals who are:</p> <ul style="list-style-type: none"> • Looking for Private Medical Insurance or for protection against the financial cost of routine, expected or planned treatment whilst abroad; • Are not normally resident in the UK; • Not registered with a UK GP; • In a poor state of health (Verisk score in excess of agreed parameters); • Has any undiagnosed ailment; • Travelling to obtain medical treatment abroad; • Travelling in excess of the maximum product duration; • Travelling to a region which has advice against "All travel" from the Foreign, Commonwealth and Development Office (FCDO); • Is older than the maximum age limit or looking to insure anyone older than the maximum age limit; • Engaging in professional, extreme or illegal sports or activities; and • Engaging in space tourism.



D. Distribution Strategy – Suitable Channels

To confirm client distribution methods are appropriate to the target market

Distribution Process

High level description

How is the product sold?

- 1) **B2B2C – products sold through a Partner to the end Customer.**

AXA Tied agents are included under this distribution channel.

Both offline/online:

Through technology, there are increasing instances of mixed channels (e.g. F2F advisory combined with online applications, online combined with telesales etc.), these also fall under this scope. If there is a type of distribution similar to this, further information should be provided.

Suitable Distribution Channels

Which distribution methods are suitable for this product?

Online and Offline

E. Conflict of Interest

Highlight any potential Conflict of Interest in the distribution of the product, and how this is controlled

Areas of potential Conflict of Interest

Eg Distributor's remuneration, profit sharing, incentives, cross-shareholding

AXA Partners seeks to understand in full, and document accurately each distribution arrangement which we are party to. Through this process, we seek to identify and escalate any conflicts of interest, or perceived conflicts of interest for resolution, or challenge unfair or 'hidden' remuneration, which adversely impacts customer value.

We expect clear and transparent information to be made available during this process including, details of the distribution and post sales practices.

We confirm that the Target Market along with the Sales and Distribution Channels have been reviewed cross functionally by AXA Partners.

AXA Partners will continue to monitor the performance of their products through comprehensive post sales monitoring and as part of our overall Conduct Risk Framework.

Based on the actions taken to date, we confirm to the best of our knowledge that no actual or perceived conflict has been identified. In the event that Conflict is identified we will review the arrangement and consider the impact of same.

Any circumstances which are known to the distributor, or become known during the course of the arrangement, which may cause conflicts of interests, which may adversely impact the target market and/or cause any other consumer detriment should be promptly communicated, and actions taken to mitigate these should be documented and agreed between the parties.



Remuneration of the Distributor

Description on the remuneration methodology and how any potential Conflict of Interest is mitigated

Network/Brokers – up to 37.5% travel, 10% medical
DOA – up to 25.68% travel, 5.8% medical

Commission consummate for the level of work undertaken by relevant parties

Any Conflicts of Interest identified to be appropriately managed in line with relevant documented procedures.

F. Key Risks

To highlight any risks to the customer, which may lead to poor outcomes and/or detriment if not mitigated or flagged

Primary Risks - Product

What are the inherent risks within the product, and how should the distributor mitigate these?

Risk that customers may buy a product expecting: cover when –

- They have already left the country
- Aren't permanent resident of the UK
- They haven't declared their medical conditions (either in full or only partially)

Mitigation: The distributor checks eligibility in the sales journey, makes the customer aware of the implications and reiterates requirements in the policy documentation.

Secondary Risks – Distribution & Other

What other risks exist and should be mitigated, through distribution or other methods?

Customer do not correctly or fully disclose their medical conditions

Mitigation: The distributor correctly displays clear and simple medical gateway questions that, when answered correctly, will guide the customer through the medical declarations where required. Medical declarations are also repeated back to the customer within their policy schedule which the customer must check before travelling.

Completion and Attestation Details

The Distributor is requested to return this document duly signed for confirmation of receipt and to fill in the following table:

Distributor's Feedback on the Target Market identified	
Positive Target Market	Distributor's update



	Negative Target Market	Date	Positive Target Market	Negative Target Market
<p><i>If agree with what is indicated above by the manufacturer / company, indicate: "Agree", otherwise fill in the table</i></p>				

Account Manager (AXA)	STEVE GLENNON
Account/Rel. Manager (Partner)	Name Surname

Date Reviewed & Evidence Completed	29/09/23
Review Forum/Method	STANDALONE

ATTESTATION CHECKLIST	
<i>By completing the attestation, the Partner confirms the following statements apply.</i>	
<p>We confirm that, for the product line (and variant, if applicable) covered by this Statement:</p> <ol style="list-style-type: none"> 1. We understand the Product Description and aims in Section A, and our distribution materials and customer journeys (e.g. including marketing collateral, website information, online Quote & Buy platforms, customer emails, contact centre sales and other information scripts etc.) suitably and accurately represent the product. 2. The aforementioned distribution materials and customer journeys present the key features, benefits, and significant limitations and conditions of the product as presented in Section A to the best of our ability. These are presented in clear, fair and not misleading language, as required by regulation. 3. We have understood the Demands and Needs the product meets, as outlined in Section B, and included a Demands and Needs statement (whether in full or shortened) in our customer sales journeys and scripts, and/or in the product literature, as appropriate. 4. Our distribution journeys have controls built in, whether human/manual or automated/electronic, to ensure distribution only to suitable customers, as identified by IPA and refined by ourselves, which is detailed in Section B. The controls prevent distribution to unsuitable customers or, where not possible to automatically check this, our customer-facing material contains statements to warn customers of the unsuitability of the product and/or categories for whom it may not provide value. Where required, we have manual processes and controls in place to support this. 	<p>Yes</p> <p>Yes</p> <p>Yes</p> <p>Yes</p>



5. Our business and distribution channels fall under the list of suitable distribution channels identified by IPA in Section C of this document. We agree, should the nature of our business and/or channels significantly change, to inform IPA as soon as reasonably possible, and to ensure we are still within IPA's identified distribution strategy for this product, or to initiate action to discuss what may be required if we fall outside this.	Yes
6. We have been provided with the product's pricing matrix which sets out the relevant costs of the product.	Yes
7. Finally, we understand the primary (product-related) and secondary (distribution and/or other collateral risks) risks associated with the distribution of the product, which may lead to poor customer outcomes or detriment, and we have mitigated to the best of our abilities the likelihood of these risks materialising (e.g. through clear statements on our sales journeys or better product presentation).	Yes

EVIDENCE OF COMPLIANCE WITH TARGET MARKET STATEMENT

Please provide supporting evidence to show you have understood and embedded the target market statement and product information into your distribution structure, materials and customer-facing journeys, per the statements you confirmed above.

Evidence should include: screenshots from web sales journeys or scripts, policy documentation extracts, meeting minutes, evidence of sales journey controls (E.g. restricting age for policy sales) or any other documentary or photographic evidence as appropriate.

Comments from distributor: