



**ACRISURE<sup>®</sup>**

**Personal Travel Insurance  
Policy Wording**

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## Summary of Policy Benefits

<b>Maximum Number Of Days Any One Insured Journey</b>		60 Days
<b>Maximum Winter Sports Duration</b>		30 Days in the <b>Period of Insurance</b>
<b>Age Limit</b>		As per your Confirmation of
<b>Dependant Child/rens Age Limit</b>		Cover document
<b>Independent Travel For Partner &amp; Dependant Child/rens</b>		Up To 30 Days
<b>Cover</b>	<b>Limit/Sum Insured per Insured Person</b>	<b>Excess per Insured Person</b>
<b>1. Medical And Emergency Travel Expenses</b>		
Emergency Medical Expenses	Up to £10,000,000	£50
Continuing Medical Charges	Up to £25,000	
Foreign Coma Benefit	£50 per day up to 730 days	
<b>Hospital Benefit</b>	£50 per day up to £1,000	
Funeral Expenses	Up to £5,000	
Repatriation of Human Remains	Up to £5,000	
<b>2. Personal Belongings</b>		
Overall Sum Insured	Up to £3,000	£50
Temporary Loss of More Than 12 Hours	Up to £250	
Loss of Keys	Up to £500	
Maximum Any One Item Pair or Set	Up to £500	
Maximum Valuables limit per claim	Up to £300	
<b>3. Personal Money and Travel Documents</b>		
Overall Sum Insured	Up to £2,000	£50
Lost or Damaged Travel Documents	£2,000	
Theft of Travel Documentation	Up to £500	
Rental Vehicle Excess Cover	Up to £1,000	
Cash Limits	Up to £500	
<b>4. Cancellation, Curtailment &amp; Change Of Itinerary</b>		
Overall Sum Insured	Up to £5,000	£50

<b>5. Travel Delay</b>		
For Each Complete 12 Hour Period of Delay	£25 (£200 max)	nil
Abandonment After 24 Hours Delay	Up to £5,000	£50
<b>6. Missed Departure</b>		
	Up to £500	£50
<b>7. Catastrophe</b>		
	Up to £5,000	£50
<b>8. Hijack and Kidnap</b>		
For each complete 24 hour period of delay	Up to £250 (£25,000 max)	nil
<b>9. Personal Liability</b>		
	Up to £2,000,000	£50
<b>10. Personal Accident</b>		
	Up to £50,000	nil
<b>11. Personal Accident Extended Benefits</b>		
Convalescence	£50 per complete 24 hours (£750 max)	nil
Coma	£50 per complete 24 hours (£18,250 max)	nil
Optical Injury	Cost of an eye test £25 Replacement eyewear £150	nil
Rehabilitation Expenses	£125 per week (£6,000 max)	nil
Home Modification	£5,000	nil
Childcare Benefit	£50 per 24 hours (£5,000 max)	nil
Trauma Counselling	£50 per visit (£1,000 max)	nil
Fractures & Primary Dislocations	Elbow, Wrist or one or more bones of the arm £150  Ankle, Knee or one or more bones of the leg £500	nil
Burns to	27% or more of the body surface £5,000	nil

	Between 18% & 26% of the body surface £4,000 Between 9% & 17% of the body surface £3,000 Between 4.5% and 8% of the body surface £1,500	
<b>12. Legal Expenses</b>	Up to £50,000	£50
<b>13. Cruise Cover</b>		
Missed Port Departure	Up to £500	£50
Cabin Confinement	£50 per complete 24 hours (up to £500 max)	nil
Itinerary Change	£50 per port (up to £500 max)	nil
Unused Excursions	Up to £500	£50
Cruise Interruption	Up to £500	£50
<b>14. Winter Sports (if selected)</b>		
<b>(1) Winter Sports Equipment</b>		
Winter sports equipment – Owned	Up to £500	£50
Winter sports equipment – Hired	Up to £200	£50
Lost or stolen lift pass	Up to £200	£50
Ski hire for each complete 24 hour period	£50 (up to £500 max)	nil
<b>(2) Delay Due to Avalanche</b>	Up to £500	£50
<b>(3) Piste Closure</b>	£25 per day (up to £200 max)	nil
<b>(4) Ski Pack</b>	Up to £750	£50
<b>(5) Inability to take part in Winter Sports activities</b>	£100 for each 24 hour period (up to £700 max)	nil
<b>(6) Cancellation (lack of snow)</b>	Up to £750	£50
<b>15. Pet Care Costs</b>	Up to £250	£50

# Policy Introduction

This is **Your** Personal Travel Insurance Policy which sets out **Your** insurance protection in detail. This Policy Wording and **Confirmation of Cover Document** form the contract of insurance between **You (the Employee)** and **Us**.

The Policy Wording and the **Schedule** sets out the full terms and conditions of the contract between **You (the Employee)** and **Us**. It should be kept in a safe place.

Please read **Your** insurance documents carefully to ensure that all details are correct. It is important that **You** check that the information **You** have given to **Us** is accurate and complete - please see the Contract of Insurance - Information given to Insurers section of this Policy Wording.

It is important to understand each party involved with this insurance Policy:

- ❖ **Arch Insurance (UK) Limited** are the insurers. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. FCA Number 229887. Registered Office: 4<sup>th</sup> Floor, 10 Fenchurch Avenue, London, EC3M 5BN.
- ❖ **ARAG Legal Expenses Insurance Company Limited** are legal expenses insurers. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. FCA Number FRN202106. Registered Office: Unit 4A, Greenway Court, Bedwas, Caephilly CF83 8DW.
- ❖ **Acrisure UK Broking Ltd** is the insurance broker who administers this Policy. For policy queries, they can be contacted on **0800 980 2701**.
- ❖ **CEGA** are the **Emergency Assistance Providers** and can be contacted on **+44 (20) 70822565**. For non-emergency claims assistance, please contact CEGA on **0345 0346740** or **ClaimsService@cegagroup.com**

Each insurer is not jointly liable for any liability of any other insurer under this Policy.

**Your** premium has been calculated on the basis of the extent of cover **You** have selected which is specified in the **Confirmation of Cover Document**, the information **You** have provided and the declaration **You** have made at the benefits enrolment window. Please read the Policy Wording, the **Schedule** and the **Confirmation of Cover Document** carefully to ensure that the cover meets the requirements of the **Insured Person(s)** and **You**.

Please contact Acrisure UK Broking Ltd on the details below if **You** have any questions:

- ❖ **Address:** Acrisure UK Broking Ltd, St James House, Grosvenor Road, Twickenham, TW1 4AJ
- ❖ **Telephone:** 0800 980 2701
- ❖ **Email:** [Flexbenefits@acrisure.com](mailto:Flexbenefits@acrisure.com)

## Interpretation

In this Policy:

- ❖ Reference to a statute, order or regulation includes reference to that instrument as revised or replaced.
- ❖ Reference to an entity created by statute, order or regulation includes a successor to that entity.
- ❖ Words importing the singular include the plural and vice versa.
- ❖ If a term, condition, exclusion or endorsement or part of the Policy is invalid or unenforceable, the remainder of the Policy will remain in full force and effect.

## Contact Details for Claims & Assistance Services

### Emergency Assistance Services

Our service will provide advice on and where to arrange all appropriate medical treatment, travel and accommodation covered under Medical and Emergency Travel Expenses. In the event of a medical emergency overseas, please telephone:

### Emergency Assistance and Medical Service

- ❖ **Telephone:** +44 (20) 70822565
- ❖ **Email:** assistance@cegagroup.com

### Non-Emergency Assistance Service

Should **You** suffer a loss under this Policy and do not require immediate assistance, please contact CEGA as soon as reasonably possible on:

- ❖ **Non-Emergency Assistance Number:** 0345 0346740 or ClaimsService@cegagroup.com
- ❖ **Advice Before You Travel:** +44 (0)1243 621501

Our Travel Assistance Helpline can be contacted any time day or night and will provide advice and information on:

- ❖ Visa and entry permits You may need;
- ❖ Necessary vaccination and inoculation requirements and where they can be arranged;
- ❖ What You should take with **You** in relation to first aid and health;
- ❖ Currencies, travellers cheques and current exchange rates; and
- ❖ Languages, time zones and details of countries **You** will be visiting.

In addition, there is a wealth of information available on the Foreign, Commonwealth and Development Office website which provides lots of advice for travelling including briefings for each country. This can be found at website address:

<https://www.gov.uk/government/organisations/foreign-commonwealth-development-office>

## Other services providing assistance and guidance whilst travelling

- ❖ A phone home service if there is an emergency
- ❖ A translation and interpretation service if You need it
- ❖ On stolen or lost passports, driving licences, air tickets or other travel documents
- ❖ On how to trace luggage with an airline operator if it is delayed or lost
- ❖ On contacting local Embassies or Consulates
- ❖ Information on languages and time zones
- ❖ On transfer of Money to You if required
- ❖ On cancellation of credit cards if lost or stolen with the ability to report loss to the card provider.
- ❖ To relatives or friends or Employees if You are hospitalised

**Important Note:** There may be charges for some services and **You** will have to pay these together with travel costs resulting from the advice **You** are given.

## Complaints

If **You** have a query regarding **Your** insurance **We** would encourage **You** to contact Acrisure UK Broking Ltd at

- ❖ **Address:** Acrisure UK Broking Ltd, St James House, Grosvenor Road, Twickenham, TW1 4AJ
- ❖ **Telephone:** 0800 980 2701
- ❖ **Email:** Flexbenefits@acrisure.com

However, if You wish to make a complaint, please follow the Complaints Procedure below.

### Complaints Procedure

Our objective is to provide a high standard of service to You at all times. However, We recognise that things can sometimes go wrong. When this occurs, We are committed to resolving matters promptly.

### What happens if You complain?

If We are unable to deal with Your complaint immediately, We will write to You within 5 working days of receipt and inform You who is dealing with the complaint and when You can next expect a response.

We aim to conclude Our investigations promptly. However, in some circumstances, Our investigations may take some time, and We will keep You fully informed. This means that We will write to You as soon as We have concluded Our investigation or, if We have not been able to inform You of Our decision within 4 weeks of receipt, We will write to You to let You know. If We are not able to reach a decision within 8 weeks, We will write to You again, either; concluding Our investigation, or; advising You of when We expect to be able to conclude Our investigation, or; advising You of Your right to take Your complaint to the Financial Ombudsman Service.

When We conclude Your complaint We will write to You, giving You Our “Final Response”. This will tell You if We have upheld or rejected Your complaint (in whole or in part), and if appropriate We will make an offer of redress.

## What You should do if You would like to complain

If You are disappointed with any aspect of the handling of Your insurance, please contact the Complaints Manager at:

- ❖ **Address:** Arch Insurance (UK) Limited 4th Floor, 10 Fenchurch Avenue, London, EC3M 5BN
- ❖ **Email:** [complaints@archinsurance.com](mailto:complaints@archinsurance.com)
- ❖ **Tel:** 0333 207 2268
- ❖ **Web:** <https://insurance.archgroup.com/divisions/international/consumer-complaint>

If Your complaint requires investigation by another party, We will pass details onto them to deal with in accordance with their complaints procedure. In this event, We will provide You with details of who We have passed Your complaint to.

If, after making a complaint to Arch Insurance (UK) Limited, You feel that the matter has not been resolved to Your satisfaction (or if Your complaint remains unresolved after 8 weeks of initially telling Us), You may refer Your complaint to the Financial Ombudsman at:

- ❖ **Address:** Financial Ombudsman Service Exchange Tower, London E14 9SR
- ❖ **Telephone (landline):** 0800 023 4567
- ❖ **Telephone (mobile):** 0300 123 9123
- ❖ **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)

Following the complaints procedure does not affect Your right to take legal action.

## Important Information

### Customers with Disabilities

This Policy and associated documentation are available in large print, audio and braille. **We** are committed to ensuring **Our** customers get the right help when they need it. If there are any specific circumstances or requirements that **You** think **We** should know about, such as a disability, financial hardship, bereavement – or anything else to enable **Us** to communicate better with **You**, then please contact Acrisure UK Broking Ltd and let them know.

### Paper Copies

A hard copy of the Policy Wording is available on request, please contact Acrisure UK Broking Ltd.

### Law applicable to Contract

This Policy is subject to and shall be governed by the laws of England and Wales. The courts of England and Wales shall have exclusive jurisdiction in any dispute arising under it.

## Financial Services Compensation Scheme

**We** are members of the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from this scheme if **We** cannot meet **Our** obligations, depending on the type of insurance and the circumstances of **Your** claim.

Further information about the scheme is available from the FSCS [website www.fscs.org.uk](http://www.fscs.org.uk), or **You** can write to:

- ❖ **Address:** Financial Services Compensation Scheme, 10th Floor Beaufort House, 15 St Botolph Street London, EC3A 7QU

## Right to Cancel

**You** have the right to cancel **Your** Policy within 14 days from the day of purchase or the day on which **You** receive **Your** Policy documentation, whichever is the later. **You** should always contact Acrisure UK Broking Ltd in writing requesting cancellation. If **Your** cancellation is requested within the 14 day limit, any premium deducted from **Your** salary will be refunded unless a claim has been notified. Outside of the 14 day limit, **Your** cancellation request must comply with a valid life event defined by **Your** Employer and listed on their flexible benefits portal or in accordance with **Your** Employer's flexible window Policy.

**We** may also cancel this Policy at any time by sending not less than 30 days' notice in writing to **Your** last known address. **We** will only do this for a valid reason. Examples of valid reasons include but are not limited to:

- ❖ a change in circumstances which means that **We** can no longer provide **You** with insurance;
- ❖ **Your** non-cooperation with the terms of the Policy or failure to supply any information or documentation requested by **Us**;
- ❖ where **You** or someone on **Your** behalf uses threatening or abusive behaviour or language to **Us** or any of **Our** appointed service-providers;
- ❖ where **We** reasonably suspect fraud or dishonesty or exaggeration;
- ❖ non-payment of premium (in which case no refund of premium shall be given).

In such an event, **We** will refund a proportionate part of the premium for the unexpired period, **unless** there are

- (i) claim(s) made under the Policy for which **We** have made a payment,
- (ii) claim(s) made under the Policy which are still under consideration, or
- (iii) incident(s) which **You** are aware of and are likely to give rise to a claim which has already been or is yet to be reported to **Us**, during the current **Period of Insurance**.

## Use of Language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

# Data Protection Scheme

## Arch Privacy Notice

Arch Insurance (UK) Limited (“Arch”) is committed to safeguarding the privacy and security of all personal information held by **Us**. This notice explains who **We** are, the types of personal information **We** hold, how and why **We** use it, who **We** share it with, how long **We** keep it and **Your** data protection rights. Further details can be found within **Our** full privacy notice which is available on **Our** group website [www.archcapgroup.com/privacy](http://www.archcapgroup.com/privacy)

## Who We are

Arch is part of the Arch Capital Group Ltd. Group of companies and is registered with the Information Commissioner’s Office, registration number Z2421416. Arch is the Data Controller of the information **You** provide to **Us** for the products and services **We** provide to **You**. Further information about Arch can be found at **Our** website listed above.

## What personal information We collect about You

**We** will collect personal information which may include **Your** name, telephone number, email address, postal address, occupation, date of birth, prior insurance history (including previous claims), details of the insurance product or service **You** wish to use and payment details (including bank account number and sort code). **We** may collect credit and anti-fraud information such as **Your** credit history.

**We** may also need to request and collect sensitive personal information about **You**, such as details of relevant criminal offences and convictions or **Your** medical history. **We** will only collect and process sensitive personal data where it is critical for the delivery of a product or service and without which the product or service cannot be provided.

## How and why We use Your personal information

**We** will use **Your** personal information to:

- ❖ Provide quotations and set up **Your** Policy.
- ❖ Manage **Your** Policy and provide the products or services **You** have requested.
- ❖ Process claims, including the defence or prosecution of legal claims, and to investigate and prevent fraud.
- ❖ Develop new products and services.
- ❖ Undertake statistical analysis.

**We** may process **Your** personal information for the following reasons:

- ❖ For the purpose of managing **Your** insurance and any claims **You** make.
- ❖ It is necessary to meet the terms of an insurance contract with **You** or a third party on **Your** behalf.
- ❖ It is necessary to meet an obligation **We** have by law.
- ❖ It is in **Our** or a third party’s legitimate interest, such as to prevent and detect fraud, performing data analytics for risk modelling purposes and for any sale, merger or takeover of all or part of Arch.

## How We collect Your personal information

**We** may collect information about **You** from various sources, including:

- ❖ **You** or a representative such as a family member, **Your** insurance broker or employer.
- ❖ Other insurance companies or their representatives.
- ❖ Credit reference agencies.
- ❖ Anti-fraud databases or sanctions lists providers.
- ❖ Government agencies such as HM Revenue & Customs and the Driver and Vehicle Licensing Agency.
- ❖ Publicly available sources such as court judgments and electoral registers.
- ❖ Third-party service providers (such as a loss adjustor) or any third parties involved with a claim.

## When do We share Your personal information with?

**We** may share **Your** information with:

- ❖ Third parties who help **Us** deliver **Our** products and services to **You**. This can include claims handlers, loss adjustors, legal representatives and data-storage providers.
- ❖ **Your** insurance broker.
- ❖ Other insurers and re-insurers.
- ❖ Credit reference bureaus and other financial firms involved in any financial payments.
- ❖ National anti-fraud databases and fraud prevention agencies including the Claims and Underwriting Exchange and the Motor Insurers Anti-Fraud and Theft Register.
- ❖ Auditors, regulators, police or law enforcement bodies and statutory or regulatory authorities, including but not limited to the Employer's Liability Tracing Office and the Motor Insurers' Bureau
- ❖ Companies within the Arch Capital Group Ltd group of companies to help deliver **Our** products and services.

When **We** use third parties to deliver **Our** products and services, **Your** personal information will only be used for the provision and administration of the services provided to **You**. **We** require third parties to take all steps which are reasonably necessary to ensure that **Your** data is treated securely and in accordance with this notice.

The data **We** collect about **You** may be transferred to, and stored at, a destination outside of the **United Kingdom** ("UK") or the European Economic Area ("EEA"). **We** will ensure that such transfers of personal information are protected by appropriate contractual clauses and that the transfer of information complies with all relevant data protection laws.

## How long We keep Your personal information for

**We** will not keep **Your** personal information for any longer than is necessary for the purpose for which it was provided, unless **We** are required to by law.

**We** will normally keep information for at least seven years after the termination or cancellation of a product, contract or service that **We** provide. In certain cases, **We** will keep **Your**

information for longer, particularly for types of insurance for which a claim could potentially be made by **You** or a third party at a future date, even after **Your** contract with **Us** has ended.

## Your rights relating to Your personal information

Under data protection law **You** have several data protection rights. These include the right to request a copy of **Your** personal information, request to have **Your** information updated or corrected, request to have **Your** information deleted (right to be forgotten), object to how **We** are using **Your** information (including **Our** legitimate interests mentioned above), or request to have **Your** information sent directly to a third party.

These rights may not apply in all cases or there might be restrictions to how these apply. If **You** wish to exercise any of **Your** rights, please contact **Our** Data Protection Officer whose contact details are below.

If **You** have any concerns about how **We** may use or have used **Your** personal information, please contact **Us** and **We** will try to resolve **Your** concerns. **You** may also contact the UK Data Protection Regulator - the Information Commissioner's Office, whose details can be found on their website [www.ico.org.uk](http://www.ico.org.uk).

## How to contact Us

**You** can contact **Us** for any data protection queries by email: [DPO@archinsurance.com](mailto:DPO@archinsurance.com) or by writing to The Data Protection Officer, 4<sup>th</sup> Floor, 10 Fenchurch Avenue, London EC3M 5BN.

## The Contract of Insurance

This Policy Wording, the **Schedule** and any endorsement together form the contract of insurance between **Us** and **You (the Employee)**, and must be read together.

In return for the **Insured Person** having paid or agreed to pay the premium, **We** will provide the cover set out in this Policy, to the extent of and subject to the terms contained in or endorsed on this Policy.

Each **Insured Person** must comply with their duties under each section and under the insurance as a whole.

## Information given to Insurers

In deciding to provide this Policy and in setting the terms and premium, **We** have relied on the information given by **You**. **You** must take reasonable care when answering any questions **We** ask by ensuring that all information provided is accurate and complete.

If any of the information **You** provide in relation to this Policy proves to be inaccurate or incomplete, it could adversely affect this Policy or part of it and the validity of claims under it. In the event of such inaccurate or incomplete information being provided **We** may:

- ❖ treat this Policy as if it never existed and refuse to pay claims and return the premium paid. **We** will only do this if **We** provided **You** with cover which **We** would not otherwise have offered;
- ❖ amend the terms of this Policy. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **Your** carelessness;
- ❖ charge **You** more for this Policy or reduce the amount **We** pay on a claim in the proportion the premium **You** have paid bears to the premium **We** would have charged; or
- ❖ cancel the Policy in accordance with the Right to Cancel.

**We** will write to **You** if **We**:

- ❖ intend to treat the Policy as if it never existed; or
- ❖ need to amend the terms of this Policy; or
- ❖ require **You** to pay more for this Policy.

If **You** become aware that information given to **Us** is inaccurate or incomplete, **You** must inform **Us** immediately.

<b>Signed:</b>	
<b>Position/Title:</b>	James Allan, Director of Schemes and Affinities
For and on behalf of the Insurers in accordance with the authorisation granted under contract reference: ARCH-MDSST2024/01/24	

# Eligibility

Cover under the Policy will be subject to the following eligibility criteria:

## Age limitations

- (i) **You, Partner:** The maximum age under this Policy is 70 years at the effective date of the **Period of Insurance**. If the **Insured Person** attains 70 years of age during the **Period of Insurance**, cover will apply until the end of the **Period of Insurance**.
- (ii) **Dependent Child/ren;** The maximum age under this Policy is 25 years at the effective date of the **Period of Insurance**. If the **Dependent Child/ren** attains 26 years of age during the **Period of Insurance**, cover will continue until the end of the **Period of Insurance**. If the **Dependent Child/ren** has a disability either mental or physical which is substantial and long term as defined under the Equality Act 2010, no age limit will apply.

## Leaving Employment of The Policyholder

For cover to apply under this Policy the **Employee** will need to be employed as a full time or part time **Employee** of **The Policyholder** and any other **Insured Person** will need to be a **Partner** or **Dependent Child/ren** of the **Employee**. Should the **Employee** leave the employment of **The Policyholder** cover will terminate at the last day of the month in which the **Employee** leaves the employment of **The Policyholder**.

## Mid-term changes (Lifestyle changes)

Mid-term changes to this Policy will only be allowed if in accordance with the pre-agreed **Lifestyle Changes** as detailed on **Your** employee benefit portal. In the absence of a benefit portal then please notify **Us** within 30 days of such **Lifestyle Changes**.

## Non-United Kingdom Nationals

Non-**United Kingdom** nationals living in the **United Kingdom**, included in the **United Kingdom** payroll and employed by the business titled on this schedule, may be covered under this insurance subject to the following additional conditions:

- ❖ There shall be no cover for medical expenses incurred in **Your** country of residence;
- ❖ Cover is provided for **Repatriation** to the **United Kingdom** only;
- ❖ Are a permanent resident of the **United Kingdom** with the right to reside in the **United Kingdom**

## Policy Definitions

Each time **We** use one of the words or phrases listed below in bold, it will have the same meaning wherever it appears in **Your** Policy, unless **We** state otherwise. Some Sections of the Policy contain definitions which apply to that particular Section and they must be read in conjunction with the following Policy definitions. In the event of a conflict between these definitions and a definition in a particular Section, the definition in the Section will apply.

### Accident/Accidental

A sudden violent external unforeseen and identifiable event.

### Accidental Bodily Injury

- (i) Injury **caused by Accident**;
- (ii) Injury resulting from **Exposure**; occurring within 12 months from the date of such **Exposure**.

### Assistance Provider

CEGA for both emergency medical assistance and non-emergency claims.

### Caused By

- (i) Factually and legally resulting from the specified event, incident or state of affairs in that the resulting event, incident, state of affairs, loss or damage would not have occurred but for the specified event, incident or state of affairs; and
- (ii) the specified event, incident or state of affairs was a real, efficient and direct cause of the resulting event, incident, state of affairs, loss or damage.

### Close Relative

Shall include father, stepfather, father in-law, mother, stepmother, mother in-law, grandmother, grandfather, brother, step-brother, sister, step-sister, wife, husband, **Partner**, son (including son-in-law), daughter (including daughter -in- law), grandchild or legal guardian.

### Complications in Pregnancy and Childbirth

Toxaemia, gestational hypertension, pre-eclampsia, ectopic pregnancy, hydatidiform mole (molar pregnancy), post-partum haemorrhage, retained placenta membrane, placental abruption, hyperemesis gravidarum, placenta praevia, stillbirths, miscarriage, medically necessary emergency Caesarean sections, medically necessary termination and any premature births more than 8 weeks (or 16 weeks in the case of a known multiple pregnancy) prior to the expected delivery date.

### Confirmation of Cover Document

The document which specifies details of **The Policyholder, Insured Persons, Geographical Limits**, effective date of cover and expiry date of cover.

## Connected With

- (i) Relating to the specified event, incident or state of affairs, in that:
- (ii) the specified event, incident or state of affairs was a direct or indirect cause of the related event, incident, state of affairs, damage or loss;
- (iii) the specified event, incident or state of affairs wholly or partly contributed to the related event, incident, state of affairs, injury, damage or loss;
- (iv) the specified event, incident or state of affairs increased the risk of the related event, incident, state of affairs, damage or loss.

## Dependent Child/ren

Children, stepchildren, and legally adopted children and foster children of the **Insured Person** and the **Partner** or spouse permanently residing at the same address in the **United Kingdom**. To be insured under this Policy the **Child/ren** must be financially dependant on the **Insured Person** or their **Partner** or spouse under 25 years of age at the effective date of cover. If the **Dependent Child/ren** has a disability either mental or physical and the prognosis of the disability is substantial and long term as defined under the Equality Act 2010, no age limit will apply.

## Emergency Items

Essential items of clothing and toiletries purchased by an **Insured Person** and do not include **Valuables**, Occasion Wear, or Luxury Goods.

## Employee

An individual under contract of employment, whether full time or part time, with **The Policyholder** and/or a subsidiary company of **The Policyholder** who has elected to cover under this Policy and is paying the premium as stated in the Premium Section by salary deduction or the **Policyholder's** contribution.

## Excess

Shall be the amount of the claim **We** will not pay up to the limit stated in the **Summary of Policy Benefits** for each and every loss per person up to a maximum of £100 for any one loss or event.

## Exposure

Death and/or injury to an **Insured Person** as a direct result of **Exposure** to the elements shall be deemed to have been **caused by Accidental Bodily Injury**.

## Fracture

The breaking of one or more bone(s) caused directly by **Accidental Bodily Injury**

## Geographical Limits

- (i) Europe – The European Union, Albania, Andorra, Armenia, Azerbaijan, Belarus, Bosnia and Herzegovina, Georgia, Gibraltar, Iceland, Kazakhstan, Kosovo, Liechtenstein, Macedonia, Moldova, Monaco, Montenegro, Norway, Russia, San Marino, Serbia, Switzerland, Turkey, Ukraine and Vatican City.
- (ii) Worldwide – anywhere in the world.
- (iii) **United Kingdom** - anywhere in the **United Kingdom** if the journey involves at least one overnight stay away from home in pre booked accommodation and/or a flight as a fare paying passenger.

## Hijack

Unlawful seizure or unlawful control of an aircraft or other conveyance in which the **Insured Person** is travelling as a fare paying passenger.

## Home

Any house, flat, bungalow or normally static mobile home which is the main permanent residence of the **Insured Person** in the **United Kingdom**.

## Hospital

Any establishment which is registered or licensed as a full time facility for surgical and medical diagnosis and treatment of injured and sick persons by and under the supervision of a **Qualified Medical Practitioner** continuously providing a 24 hours a day nursing service supervised by State Registered Nurses or nurses with equivalent qualifications and is not primarily a mental institution or a place of rest for the aged, for drug addicts or alcoholics.

## In Patient

a person(s) who is admitted to a licensed **Hospital** or clinic and stays for one or more nights for the sole purpose of receiving medical treatment.

## Insured Journey

Any holiday outside of the **United Kingdom** not exceeding the maximum number of days any one **Insured Journey** stated in the **Schedule** which begins during the **Period of Insurance**, and commences from the time the **Insured Person** leaves their home or if later their place of business, to travel within the **Geographical Limits** stated in **Confirmation of Cover Document**, continuing during the entire period of the **Insured Journey** and terminating at the time of return to their home, or if earlier their place of business. If the **Insured Journey** is solely within the **United Kingdom** cover will only be operative if the journey involves at least one overnight stay away from home in pre booked accommodation and/or a flight as a fare paying passenger. There is no cover for an **Insured Journey** undertaken wholly or partly for the purposes of any business.

## Insured Person

**Employee** or **Partner** or **Dependent Child/ren** as named in the **Schedule**.

## Intrinsic Value

The actual cash value of the item at the time of loss or damage including appropriate deductions for wear and tear.

## Kidnap

Unlawful seizure detention or taking by force or fraud of an **Insured Person** (except a child by its parent or legal guardian) by a third party without the consent of that **Insured Person**.

## Lifestyle changes

Material changes to the **Insured Persons** circumstances which fall within the pre-agreed format as detailed on **Your** Employee benefit portal.

## Loss of Hearing

Total and permanent **Loss of Hearing** in one or both ears to the extent that the hearing loss is greater than 95 decibels across all frequencies using a pure tone audiogram.

## Loss of Limb

In respect of:

- (i) **an arm** —physical severance of all four fingers at or above the metacarpal phalangeal joints (where the fingers join the palm of the hand) and/or;
- (ii) **a leg** —physical severance at or above the level of the ankle (talo-tibial joint) and shall also mean permanent total loss of use of an entire hand or arm at or above the metacarpal phalangeal joints (where the fingers join the palm of the hand), or leg at or above the level of the ankle (talo-tibial joint).

## Loss of Sight

Total and permanent **loss of sight**, which shall be deemed to have occurred:

- (i) in both eyes when the **Insured Person's** name has been added to the register of Blind Persons on the authority of a fully qualified ophthalmic specialist; or
- (ii) in one eye when the degree of sight remaining after correction is 3/60 or less on the Snellen Scale (which means the **Insured Person** is only able to see at 3 feet that which they should normally be able to see at 60 feet) and **We** are satisfied that the condition is permanent and without expectation of recovery.

## Loss of Speech

Total and permanent **loss of speech**.

## Money

Coins, bank or currency notes, cheques, postal orders, travellers cheques, travel tickets, luncheon vouchers, petrol or other coupons with a monetary value and credit vouchers which

belong to or are under the custody and control of the **Insured Person** while on an **Insured Journey**.

### Natural Catastrophe

Will include earthquake, tsunami, high water, wildfire, volcanic eruption, floods, hurricane, tempest, landslide, snowstorm.

### Partner

The spouse, civil or domestic **Partner** of an **Employee** living at the same address as such **Employee** for at least 6 months resembling a voluntary union to the exclusion of all others, prior to the start date of cover.

### Period of Insurance

From the start date until the expiry date shown in the **Confirmation of Cover Document** and any subsequent period for which **We** accept payment for renewal of this Policy.

### Permanent Total Disablement

Permanent disablement wholly preventing the **Insured Person** from engaging in or giving attention to occupational duties of any and every kind, other than **Caused By Loss of Limb, Loss of Sight, Loss of Speech or Loss of Hearing** which disablement lasts without interruption for more than 12 consecutive months from the date of **Accident**, and in all probability shall continue for the remainder of the **Insured Person's** life.

### Personal Belongings

Items which are the property of the **Insured Person** or property for which they are personally responsible (excluding any business equipment or business samples) and which are taken on or acquired during an **Insured Journey**.

### Prescription Medicine

Any medicine prescribed by a **Qualified Medical Practitioner**.

### Primary Dislocation

The dislocation for the first time of a bodily part requiring surgery under anesthesia.

### Qualified Medical Practitioner

A doctor or specialist who is registered or licensed to practice medicine under the laws of the country they practice in, other than an **Insured Person, Partner** or a **Close Relative** of an **Insured Person**.

## Repatriation

With prior approval from **Our Assistance Provider** and due solely to medical reasons, the return of the **Insured Person** to the **United Kingdom** by normal scheduled airlines or by an air ambulance or other suitable means of transport.

## Sickness

Illness or disease (not resulting from **Accidental Bodily Injury**) contracted anywhere in the world.

## The Policyholder

The persons, companies, partnerships, unincorporated association or organisation named in the **Schedule** as **The Policyholder**.

## Schedule

The **Confirmation of Cover Document** issued to **You (the Employee)**

## Spectacles

Corrective eyewear prescribed by a qualified optician and includes the frames and lenses.

## Summary of Policy Benefits

The sums insured and **excesses** applicable for each section of insurance provided under this policy

## Terrorism

An act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, committed for political, religious, ideological or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

## United Kingdom

England, Scotland, Wales, Channel Islands, Isle of Man and Northern Ireland.

## Valuables

Jewellery, watches, items made of or containing gold, silver precious metals or precious stones, binoculars, hand held games consoles and equipment, mobile phones, audio visual, photographic, video camera, computer and other electronic equipment.

War

**War**, invasion, act of a foreign enemy, hostilities or a warlike operation or operations (whether **war** be declared or not), civil **war**, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.

## We/Us/Our

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## You/Your

The **Employee** or any **Insured Person** as named in the **Schedule**.

## Policy Conditions

All of the following Policy Conditions apply in addition to the conditions contained in each Section of the Policy.

### Assignment

**You** may not assign the benefits under this Policy. **We** shall not be bound to accept or be affected by any notice of any trust charge lien purported assignment or other dealing with or relating to this Policy.

### Cessation of Employment

Cover under this Policy will cease for any **Insured Person** on the last day of the month in which **You** leave the employment of **The Policyholder**.

### Claims Procedure

If in relation to any claim **You** have failed to fulfil any of the following conditions, **You** may lose **Your** right to indemnity or payment for that claim.

**You** must:

- (a) tell **Us** as soon as practicable of any event or occurrence which may result in a claim and in any event no later than 60 days (180 days in respect of claims under the Legal Expenses section) after the occurrence of such event;
- (b) as soon as practicable and at **Your** expense, provide **Us** with a written claim containing as much information as possible of the loss, destruction, damage, **Accident** or injury, including the amount of the claim;
- (c) provide **Us** at **Your** own expense with all certificates, information and evidence reasonably required by **Us** and in the form and of such nature as **We** may prescribe;
- (d) immediately pass to **Us** unanswered, all communications from third parties in relation to any event which may result in a claim under this policy;
- (e) not admit or repudiate liability, nor offer to settle, compromise, make payment which may result in a claim or pay any claim under this Policy without **Our** written agreement.

The **Insured Person** shall:

- (a) submit to medical examination at **Our** request in respect of any alleged **Accidental Bodily Injury** or **Sickness** where **We** shall pay the fee;
- (b) as soon as possible after the occurrence of any **Accidental Bodily Injury** or **Sickness** obtain and follow the advice of a **Qualified Medical Practitioner**.

**We** shall not be liable for any consequences **Connected** by the **Insured Person's** failure to obtain and follow such advice and use such appliance or remedies as may be prescribed. In the case of death **We** shall be entitled to have a post-mortem examination at **Our** own expense.

## Contribution

If, at the time of making a claim, there is another insurance covering the same risk, **We** are entitled to request a contribution from that insurer.

## Fraud

If a claim made by **You** or anyone acting on **Your** behalf is fraudulent or fraudulently exaggerated or supported by a false statement or fraudulent means or fraudulent evidence is provided to support the claim, **We** may:

- (i) refuse to pay the claim,
- (ii) recover from **You** any sums paid by **Us** to **You** in respect of the claim,
- (iii) by notice to **You** cancel the Policy with effect from the date of the fraudulent act without any return of premium.

If **We** cancel the Policy under (iii) above, then **We** may refuse to provide cover after the time of the fraudulent act. This will not affect any liability **We** may have in respect of the provision of cover before the time of the fraudulent act.

If this Insurance Contract provides cover for any person who is not a party to the contract ("**an Insured Person**") and a fraudulent claim is made under the contract by or on behalf of an **Insured Person**, **We** may exercise the rights as set out above as if there were an individual contract between **Us** and the **Insured Person**. However, the exercise of any of those rights shall not affect the cover provided under the contract for any other person.

If **We** cancel an **Insured Person's** cover under (iii) above, then **We** may refuse to provide cover after the time of the fraudulent act. This will not affect any liability **We** may have under such cover occurring before the time of the fraudulent act.

## Sanctions

**We** shall not be liable to pay any claim or provide any benefit under this Policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, **United Kingdom** or United States of America.

## Interest

**We** will not pay interest on any claim payable.

## Reasonable Precautions

**You** must take all reasonable precautions to prevent:

- (a) loss, destruction or damage to the property insured; or
- (b) **Accident** or injury to any person or loss, destruction or damage to their property.

## Subjectivity

At the effective date or during each **Period of Insurance**, the insurance provided by this Policy may be subject to **You**:

- (a) **The Policyholder** providing **Us** with joiner and leaver reports detailing changes in accordance with the **Lifestyle Changes** at agreed intervals;
- (b) **The Policyholder** completing any actions agreed between **The Policyholder** and **Us**;
- (c) **The Policyholder** allowing **Us** to complete any actions agreed between **The Policyholder** and **Us**;
- (d) the premium payable to **Us** by **The Policyholder** being increased or decreased as a result of the above.

## The Contracts (Rights of Third Parties) Act 1999

**We** will not provide compensation in respect of any claim relating to any non-contracting party's rights to enforce all or any part of this Policy. The Contracts (Rights of Third Parties) Act 1999 does not apply to this Policy.

## Right to change

**We** reserve the right to make changes, add to the Policy terms and/or to change the total amount payable for this insurance for legal, regulatory or taxation reasons.

## Subrogation

**We** will be entitled to take over and deal with (subrogate) the defence or settlement of any claim against any third party and take proceedings in **Your** name, but at **Our** expense, to recover for **Our** benefit the amount of any payment made under this Policy. **You** will give **Us** all the necessary assistance required to secure such rights and remedies, and at **Our** request provide to **Us** all documents and information necessary to execute such rights and remedies.

## Policy Exceptions

The following **Policy Exceptions** apply to all Sections unless otherwise stated and in addition to the Exceptions contained in each Section.

<b>1</b>	loss, damage, death, disablement or expenses <b>Connected</b> with:
	<b>i</b> <b>War</b> , whether declared or not, between any of the following countries, namely, China, France, the <b>United Kingdom</b> , the Russian Federation and the United States of America, or
	<b>ii</b> <b>War</b> in Europe, whether declared or not, other than any enforcement action by or on behalf of the United Nations, in which any of the countries stated in (i) above or any armed forces thereof are engaged, or
	<b>iii</b> <b>War</b> and/or <b>Terrorism</b> caused or contributed to by the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent regardless of any contributory causes(s).
	<b>iv</b> <b>War</b> and/or <b>Terrorism</b> in respect of travel to the following countries unless such <b>Insured Journey</b> are declared to and accepted in writing by <b>Us</b> prior to commencement and an Additional Premium paid: Afghanistan, Chad, Chechnya, Democratic Republic of Congo, Iraq, Israel (West Bank & Gaza Strip), Ivory Coast, Libya, Nigeria, Somalia, Sudan, South Sudan, Syria and Yemen.
<b>2</b>	death, disablement or any loss or expense <b>Connected With</b> :
	<b>i</b> ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
	<b>ii</b> the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
<b>3</b>	the <b>Insured Person</b> engaging in any kind of flying as a pilot.
<b>4</b>	the <b>Insured Person</b> committing or attempting to commit suicide or intentionally inflicting self- injury.
<b>5</b>	the <b>Insured Person's</b> own criminal act.
<b>6</b>	travel to any country or destination where the Foreign Commonwealth and Development Office has advised against all or all but essential travel.
<b>7</b>	any circumstance that could have been reasonably foreseen as giving rise to a claim for Cancellation, Curtailment & Change of Itinerary or Travel Delay or Missed Departure at the time an <b>Insured Journey</b> was booked and paid for in part or in full.
<b>8</b>	any loss resulting from any winter sports activity where the <b>Insured Person</b> has been travelling on winter sports holidays for more than 30 days during the <b>Period of insurance</b> .

9	any loss if the <b>Insured Person</b> has been taking part in any activity or sport not listed in Activities and Sports, including but not limited to steeplechasing, polo, hunting, any professional sport(s), mountaineering (normally requiring ropes or requiring the services of a guide), pot holing, canyoning, quad biking, fighting (except in self-defence), scuba-diving below a depth of 30 metres, parachuting, racing, speed or endurance tests or practising for such events or any form of organised team sport.
10	any <b>Insured Person</b> aged above the age limit in the <b>Schedule</b> at the effective date of this insurance.
11	any claim <b>Connected With</b> a pandemic and/or epidemic as announced by the World Health Organization (WHO), including but not limited to Coronavirus (COVID-19), including any related and/or similar condition or any mutation or variation of these. This Policy Exception applies to all sections of cover with the exception of (i) Medical and Emergency Travel Expenses and (ii) Cancellation, Curtailment or Change of Itinerary, Extension to Cover – Coronavirus (COVID-19) only, provided prior to <b>Your Insured Journey</b> commencing the Foreign, Commonwealth & Development Office (FCDO) have not advised against all or all but essential travel to <b>Your</b> intended destination including any country or area <b>You</b> are travelling through.
12	costs for food, drink or other sustenance, internet or phone charges <b>Connected With</b> a valid claim without <b>Our</b> prior consent.

## Activities and Sports Covered

<ul style="list-style-type: none"> <li>❖ Abseiling (with qualified guide and/or qualified instructor)</li> <li>❖ Aerobics</li> <li>❖ Archery – properly supervised</li> <li>❖ Badminton</li> <li>❖ Banana boat rides</li> <li>❖ Baseball</li> <li>❖ Basketball</li> <li>❖ Bowls</li> <li>❖ Bungee jumping</li> <li>❖ Camel/Elephant rides (with qualified guide and/or qualified instructor)</li> <li>❖ Canoeing up to grade 2, not sea canoeing (with qualified guide and/or qualified instructor)</li> <li>❖ Catamaran sailing (within twelve miles from land)</li> <li>❖ Clay pigeon shooting – organised event</li> <li>❖ Cricket</li> <li>❖ Croquet</li> <li>❖ Curling</li> <li>❖ Cycling (leisure, no racing, no BMX)</li> <li>❖ Deep sea fishing/game fishing</li> <li>❖ Dingy sailing (within twelve miles from land)</li> <li>❖ Diving (Up to a maximum depth of 30 metres)</li> <li>❖ Dry slope skiing</li> <li>❖ Fell running/walking (no climbing)</li> <li>❖ Fencing (with qualified guide and/or qualified instructor)</li> <li>❖ Fishing</li> <li>❖ Flotilla sailing with a professional guide (within twelve miles from land)</li> <li>❖ Football (no tournaments or organised matches and no player to player liability)</li> <li>❖ Gliding (not piloting and only with a qualified instructor)</li> <li>❖ Go karting</li> <li>❖ Golf</li> <li>❖ Gymnastics</li> <li>❖ Hiking/Trekking walking under 3,500 metres where no ropes or pulleys used and on recognised routes</li> <li>❖ Hiking/Trekking over 3,000 metres (up to maximum 5,000 metres) where no ropes or pulleys used (with qualified guide and/or qualified instructor)</li> <li>❖ Horse riding (no racing, eventing or hunting)</li> </ul>	<ul style="list-style-type: none"> <li>❖ Hot air ballooning (as a passenger only)</li> <li>❖ Husky/Dog sledding as a passenger only (with qualified guide and/or qualified instructor)</li> <li>❖ Ice skating (on a recognised rink)</li> <li>❖ Jet biking/skiing (excluding liability)</li> <li>❖ Jet boating (excluding liability)</li> <li>❖ Jogging</li> <li>❖ Kayaking (up to grade (Class) 3, not sea)</li> <li>❖ Kite surfing</li> <li>❖ Marathon running</li> <li>❖ Motorcycling up to 250cc (holding a valid licence and excluding liability)</li> <li>❖ Mountain biking – Please Refer to Acrisure</li> <li>❖ Netball</li> <li>❖ Orienteering</li> <li>❖ Parascending (over water only)</li> <li>❖ Pony trekking</li> <li>❖ Quad biking (not more than 125cc and excluding liability)</li> <li>❖ Racquet ball</li> <li>❖ Rambling (no climbing)</li> <li>❖ Roller skating</li> <li>❖ Rounders</li> <li>❖ Rowing</li> <li>❖ Sail boarding</li> <li>❖ Sailing (within twelve miles from land)</li> <li>❖ Scuba diving up to a depth of 30 meters</li> <li>❖ Sleigh rides (as a passenger only) (with qualified guide and/or qualified instructor)</li> <li>❖ Snorkelling</li> <li>❖ Softball</li> <li>❖ Squash</li> <li>❖ Stand up Paddle boarding</li> <li>❖ Surfing</li> <li>❖ Swimming</li> <li>❖ Swimming with dolphins</li> <li>❖ Table tennis</li> <li>❖ Ten pin bowling</li> <li>❖ Tennis (no tournaments)</li> <li>❖ Volleyball</li> <li>❖ War games/paintball</li> <li>❖ Water polo</li> <li>❖ Water skiing</li> <li>❖ White/black water rafting (up to grade (Class) 3)</li> <li>❖ Windsurfing (within three miles from land)</li> <li>❖ Yachting (within twelve miles from land)</li> </ul>
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# 1. Medical and Emergency Travel Expenses

In the event of the **Insured Person** sustaining **Accidental Bodily Injury** or contracting a **Sickness** during the course of an **Insured Journey** We will pay **You** up to the sum insured stated in the **Summary of Policy Benefits** for:

- (a) **Medical Expenses:** Reasonable and necessary emergency medical, surgical, **Hospital** or nursing home charges. Or, emergency dental fees (for the relief of pain to natural teeth that are free of decay) incurred outside the **United Kingdom**. Including the cost of rescue services to take the **Insured Person** to **Hospital** outside the **United Kingdom**;
- (b) **Emergency Travel Expense:** Reasonable and necessary additional costs of transport and accommodation incurred in respect of the **Insured Person** or any two relatives or friends who have to travel to remain with or escort the **Insured Person** home to the **United Kingdom**
- (c) **Repatriation:** Upon medical advice the **Repatriation** of the **Insured Person** to the **United Kingdom**
- (d) **Emergency Medical Evacuation:** Upon the advice of **Our Assistance Provider**, the reasonable and necessary costs of transporting the **Insured Person** to the nearest suitable **Hospital** incurred outside the **United Kingdom**.

If **You** make use of any reciprocal health arrangement around the world with the **United Kingdom**, and this reduces **Your** medical expenses, **You will not have to pay an excess under Section 1 - emergency medical expenses.**

## Additional Covers Continuing Medical Charges

In the event of a valid claim under Medical and Emergency Travel Expenses **We** will pay **You** for the reasonable and necessary cost of **Hospital** in-patient medical charges incurred within three months immediately following the date of the **Insured Person's** **Repatriation** to the **United Kingdom** up to the sum insured stated in the **Summary of Policy Benefits**.

## Foreign Coma Benefit

In the event that an **Insured Person** sustains **Accidental Bodily Injury** outside the **United Kingdom** during the **Insured Journey** which results in a continuous unconscious state **We** will pay the **Insured Person** an additional sum per day as stated in the **Summary of Policy Benefits** for each complete 24 hour period of continuous unconsciousness up to a maximum of 730 days.

## Funeral Expenses

In the event of the death of the **Insured Person** **We** will pay the **Insured Person's** estate up to the sum insured stated in the **Summary of Policy Benefits** for the reasonable costs incurred for a funeral outside the **United Kingdom**. Or, **We** will pay the costs of transportation of the **Insured Person's** body or ashes and the **Insured Person's** **Personal Belongings** back to the **United Kingdom**.

## Hospital Benefit

In the event that an **Insured Person** is admitted as a **Hospital** in-patient **We** will pay the **Insured Person** the sum insured stated in the **Summary of Policy Benefits** for each complete 24 hour period that the **Insured Person** spends as an in-patient.

## Emergency Assistance Service

**Our** service will provide advice on and where appropriate arrange all medical treatment, travel and accommodation covered under Medical and Emergency Travel Expenses.

In the event of a medical emergency overseas please call **+44 1243 621501**.

**Note:** There may be international telephone calling rates **You** will have to pay to use this service.

**Our** specialist emergency **Assistance Provider** has experienced multi-lingual staff who will:

- ❖ Take charge of **Your** enquiries 24 hours a day 365 days a year and where necessary contact **Hospitals** and guarantee any necessary fees;
- ❖ Talk to doctors and **Hospital** staff in their own language; and
- ❖ Ensure medical advisers are consulted at the outset for their views on the possibility of arranging
- ❖ **Repatriation** and the best method of transportation to be adopted.

Provided medical treatment, travel or accommodation has been arranged by the Emergency Medical Assistance Service **We** will pay all associated costs incurred on behalf of the **Insured Person** for the following:

- ❖ making arrangements for the **Insured Person** to travel home and where necessary ensure they are escorted by a medical attendant;
- ❖ ensuring assistance is provided upon the **Insured Person's** arrival in the **United Kingdom** following a **Repatriation**;
- ❖ making arrangements for the outward and return journeys for the next of kin or other nominated persons to visit a sick or injured **Insured Person**;
- ❖ assisting in locating and sending drugs if not available locally;
- ❖ providing advice on minor ailments.

## Other Emergency & Assistance Services Provided Whilst Travelling

- ❖ A phone home service if there is an emergency.
- ❖ A translation and interpretation service if **You** need it.
- ❖ On stolen or lost passports, driving licenses, air tickets or other travel documents.
- ❖ On how to trace luggage with an airline operator if it is delayed or lost.
- ❖ On contacting local Embassies or Consulates.
- ❖ Information on languages and time zones.
- ❖ On transfer of **Money** to **You** if required.
- ❖ On cancellation of credit cards if lost or stolen with the ability to report loss to the card provider.
- ❖ To relatives or friends if **You** are hospitalised.

**Note:** There may be charges for some services and **You** will have to pay these together with travel costs resulting from the advice **You** are given.

## Advice Before You Travel

**Our** Travel Assistance Helpline can be contacted anytime day or night on **+44 (0)1243 621501** and will provide advice and information on:

- ❖ Visa and entry permits **You** may need;
- ❖ Necessary vaccination and inoculation requirements and where they can be arranged;
- ❖ What **You** should take with **You** in relation to first aid and health;
- ❖ Currencies, travellers cheque and current exchange rates; and
- ❖ Languages, time zones and details of countries **You** will be visiting.

In addition, there is a wealth of information available on the Foreign, Commonwealth and Development Office website which provides lots of advice for travelling including briefings for each country. This can be found at the following website address: <https://www.gov.uk/foreign-travel-advice>

## Section Exceptions

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The following exceptions apply to Medical and Emergency Travel Expenses in addition to the Policy Exceptions.

We will not indemnify any claim Connected With:

- 1) any claim where an Insured Person is travelling against the advice of a Qualified Medical Practitioner or where a terminal complaint has been diagnosed or where the purpose of the Insured Journey is to receive medical treatment or advice;
- 2) medical expenses incurred whilst on an Insured Journey within the United Kingdom;
- 3) any expenses incurred more than 12 months after the date the need for treatment first arises;
- 4) the Excess stated in the Summary of Policy Benefits for each and every claim
- 5) for any Prescription Medicines;
- 6) any medical treatment which, in the opinion of Our Assistance Provider, can reasonably be delayed until Your return to the United Kingdom;
- 7) costs arising from single or private rooms within a Hospital, nursing home or other medical centre unless Our Assistance Provider and the attending Qualified Medical Practitioner deem it necessary; or
- 8) the normal costs of pregnancy unless there have been Complications in Pregnancy whilst on an Insured Journey.

## Section Conditions

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The following conditions apply to Medical and Emergency Travel Expenses in addition to the Policy Conditions.

- 1) **You** must contact the **Assistance Provider** if **You** require inpatient **Hospital** treatment or **Repatriation** otherwise **We** may not be able to reimburse the costs incurred.

- 2) If **We** incur costs as a result of advice or assistance being provided or the settlement of any expenses being made in good faith by the **Assistance Provider** to any person who is not insured under this Policy, **You** shall reimburse **Us** in respect of such costs and expenses.
- 3) The **Insured Person** must not embark on the **Insured Journey** where the **Insured Person is not** fit to undertake each **Insured Journey**, nor will they book travel or travel against medical advice, or book travel or travel for the purpose of obtaining medical advice or treatment where it could result in a claim under this **Policy**.

## 2. Personal Belongings

In the event of the **Insured Person** suffering permanent loss of or damage to **Personal Belongings** during an **Insured Journey**, **We** will indemnify the **Insured Person** in respect of such loss or damage up to the sum insured stated in the **Summary of Policy Benefits**.

### Automatic Extensions Temporary Loss

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In the event of an **Insured Person** being temporarily deprived of their **Personal Belongings** for at least 12 hours from the time of arrival at their destination during an **Insured Journey**, **We** will reimburse the **Insured Person** in respect of **Emergency Items** up to the sum insured stated in the **Summary of Policy Benefits** for any one claim.

### Loss of Keys

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In the event that the **Insured Person** loses their keys to their main permanent residence or vehicle whilst on an **Insured Journey** **We** will indemnify the **Insured Person** for the costs (parts and labour) of replacing the relevant locks up to the sum insured stated in the **Summary of Policy Benefits**. **We** will not arrange for the work to be carried out and will not be liable for any damage **Connected With** the process of replacing the locks.

### Section Exceptions

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The following exceptions apply to **Personal Belongings** in addition to the Policy Exceptions.

**We** will not indemnify any claim **Connected With**:

- 1) breakage of articles of a brittle nature unless **Caused By** an **Accident** to the conveyance in which the article is being carried;
- 2) loss or damage from:
  - a. moth or vermin or gradual deterioration, atmospheric or climatic conditions, wear and tear (this does not apply to the loss of or damage to any item resulting from wear and tear to a clasp setting or other fastening to a carrier or container);
  - b. mechanical or electrical failure or breakdown; or
  - c. any process of cleaning, dyeing, restoring, repairing or alteration;
- 3) loss of **Money**;

- 4) loss or damage from delay, detention or confiscation by order of any Government or Public Authority;
- 5) loss unless it is reported within 48 hours of discovery to any of the following: the local police or appropriate authority, hotel, airline or **our** operator and a written report in respect thereof is obtained (in the case of an airline the **Insured Person** will need to obtain a property irregularity report). No claim for loss or theft can be considered without a written report;
- 6) loss or damage from pressure in an aircraft cargo hold;
- 7) theft or attempted theft of **Valuables** from any unattended vehicle, unless kept out of sight in a locked boot or compartment or in the case of a hatchback or estate vehicle under a purpose built luggage cover. There must be evidence that the vehicle has been broken into;
- 8) loss of or damage to vehicles their parts or accessories; or
- 9) loss of or damage to **Personal Belongings** sent as freight or under a bill of lading.

### Section Conditions

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The following conditions apply to **Personal Belongings** in addition to the Policy Conditions.

- 1) The **Insured Person** shall take all reasonable care in avoiding any loss or damage to their **Personal Belongings**.
- 2) **We** reserve the right to repair, replace or pay the **Intrinsic Value** of any lost or damaged article.
- 3) **We** will not pay more than the sum insured stated in the **Summary of Policy Benefits** in respect of any one item, pair or set.
- 4) **We** will not pay the **Excess** stated in the **Summary of Policy Benefits** for each and every claim.
- 5) Any amount paid for temporary loss will be deducted from any subsequent payment for total loss or subsequent damage where the temporary loss becomes permanent.
- 6) The **Insured Person** must retain any damaged articles for **Our** inspection. **We** shall be entitled to take up and keep possession of any damaged property and to deal with as salvage following such damage.
- 7) No claim theft can be considered without a written police report.

## 3. Money

In the event of the Insured Person suffering the loss or theft of Money during the course of an Insured Journey, occurring 48 hours immediately prior to such an Insured Journey or up to 48 hours immediately following such an Insured Journey, We will indemnify up to the amount specified in the Summary of Policy Benefits if obtained for the purpose of the Insured Journey and in the custody and control of the Insured Person.

### Fraudulent Use of Credit Cards

If the Insured Person sustains financial loss Caused By a credit charge, debit or bankers card being lost or stolen during an Insured Journey and it being fraudulently used by someone other than the Insured Person, We will indemnify the Insured Person for irrecoverable losses up to the

sum insured for any one Insured Journey provided that the Insured Person has fully complied with all terms and conditions under which such cards have been issued.

## Automatic Extensions

### Lost or Damaged Documents

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If the Insured Person sustains loss of or damage to travel documents, driving licence, visa and/or passport required for an Insured Journey becoming void during the course of the Insured Journey

We will indemnify the Insured Person in respect of any fees charged in issuing an emergency passport including those charged by the appropriate consular visa and/or passport office and for any additional travel or accommodation expenses in obtaining any official or temporary travel documents or replacement visa and/or passport up to the sum insured stated in the Summary of Policy Benefits for any Insured Journey taken during the Period of Insurance.

### Theft of Documents

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If an Insured Person sustains theft of any travel documents, driving licence, visa and/or passport within seven days prior to the proposed departure date of an Insured Person We will indemnify the Insured Person for any additional accommodation and/or travel expenses necessarily incurred prior to the proposed departure date by the Insured Person or nominated representative in travelling to and obtaining replacement documents at the nearest issuing office from which a replacement can be obtained up to the sum insured stated in the Summary of Policy Benefits for any one claim.

### Rental Vehicle Excess

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If an Insured Person on an Insured Journey sustains loss of or theft of or damage to any rental vehicle rented under a licensed rental vehicle agreement from a licensed rental vehicle company We will indemnify the Insured Person for any monies the Insured Person becomes legally liable to pay as an Excess or deductible to the rental vehicle insurance Policy up to the sum insured stated in the Summary of Policy Benefits per event and no more than one claim in any one Period of Insurance.

### Section Exceptions

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The following exceptions apply to **Money** in addition to the Policy Exceptions.

**We** will not indemnify any claim **Connected With:**

- 1) any claim for:
  - a) delay, confiscation errors or omissions in receipts or payment or accountancy or depreciation in value;
  - b) loss unless it is reported to the local police or appropriate authorities within 48 hours of its discovery and a written report in respect thereof is obtained (in the case of an airline the **Insured Person** will need to obtain a property irregularity report);

- 2) any loss or theft of a credit card, charge card or cash card which results in fraudulent use unless the
- 3) **Insured Person** has complied with all the terms and conditions under which the card was issued;
- 4) any loss of or damage to a rental vehicle caused deliberately by the **Insured Person**.
- 5) any loss or damage to a rental vehicle arising from wear and tear, gradual deterioration, mechanical or electrical failure. **We** will also not pay for any loss or damage that existed prior to the commencement of the rental period.
- 6) theft or attempted theft of **Money** from any unattended vehicle unless kept out of sight in a locked boot which is separate from the passenger compartment or locked compartment or in the case of a hatchback or estate vehicle, under a purpose built luggage cover. There must be evidence that the vehicle has been broken into; or
- 7) the **Excess** stated in the **Summary of Policy Benefits** for each and every claim.

## 4. Cancellation, Curtailment or Change of Itinerary

We will only pay for financial loss **You** suffer on behalf of any travelling companion if they are insured and named on this policy. If your travelling companion is not insured under this policy **You** will need to claim against their travel insurance policy for any amounts that **You** have paid on their behalf.

### Cancellation

If an **Insured Person** is forced to cancel an **Insured Journey Caused By** any cause numbered below, **We** will reimburse the **Insured Person** for all non-returnable deposits, advance payments and other charges paid or due to be paid for travel and accommodation (including pre-paid kennel and cattery fees up to £250 per **Insured Journey** and pre-paid excursion up to £150 per **Insured Person**) in respect of the **Insured Journey** up to the limit stated in the **Summary of Policy Benefits** for each **Insured Person**. **We** will not make payment:

- a) where the travel provider has offered vouchers, credit or reward points; or
- b) for costs incurred by a late rescheduling of travel by the travel provider.

### Curtailment

If an **Insured Person** is forced to cut short an **Insured Journey** and return to the **United Kingdom Caused By** any cause numbered below, **We** will reimburse up to the sum insured stated in the **Summary of Policy Benefits** for each **Insured Person** for:

- a) all non-returnable deposits advance payments and other charges paid or due to be paid by the **Insured Person** for travel and accommodation in respect of the **Insured Journey**; or
- b) the reasonable additional cost of travel and accommodation necessarily incurred to return the **Insured Person** to the **United Kingdom**.

## Change of Itinerary

If following departure the **Insured Person** is forced to alter pre-booked travel arrangements in connection with an **Insured Journey** as a direct and necessary result of any cause numbered below **We** will reimburse the **Insured Person** for the reasonable additional costs of travel and accommodation

necessarily incurred to enable the **Insured Person** to continue that **Insured Journey** up to the sum insured stated in the **Summary of Policy Benefits**.

## What is Covered?

This section of the Policy protects **You** for the necessary **Cancellation, Curtailment** or **Change of Itinerary** due to:

- 1) **Your** death, **Accidental Bodily Injury**, sudden **Sickness, Complications in Pregnancy and Childbirth** or that of a **Close Relative** or any person accompanying **You** or their **Close Relative** on the **Insured Journey** provided such cancellation, curtailment or change of itinerary is confirmed as medically necessary by a **Qualified Medical Practitioner**;
- 2) the compulsory quarantine, jury service or witness call, military service, medical service, subpoena or exigencies of duty of an **Insured Person**;
- 3) **Your** unemployment which qualifies for any payment under any applicable statute;
- 4) **Your** home becoming uninhabitable within 14 days of travel following fire, storm, flood, theft, subsidence or serious damage or **Your** presence being required by the police following burglary or attempted burglary at **Your** home;
- 5) a **Natural Catastrophe** causing the local government or national government of the destination country to declare a state of emergency or the Foreign, Commonwealth and Development Office recommending against all but essential travel;
- 6) **Cancellation** or **Curtailment** of scheduled public transport services consequent upon adverse weather conditions, strike, riot or civil commotion.

## Section Exceptions

The following exceptions apply to Cancellation, Curtailment or Change of Itinerary in addition to the Policy Exceptions.

**We** will not indemnify any claim **Connected With**:

- 1) any condition, event or set of circumstances known to **You** at the date **You** purchased or renewed this Policy or the **Insured Journey** was booked, whichever is the latest, where such condition, event or set of circumstances could reasonably have been expected to give rise to cancellation or curtailment of the **Insured Journey**;
- 2) **Your** disinclination and unwillingness to travel or to continue with the covered trip or **Your** loss of enjoyment of the covered trip;
- 3) an **Insured Person** travelling against the advice of a **Qualified Medical Practitioner** or where a terminal complaint has been diagnosed or where the purpose of the **Insured Journey** is to receive medical treatment or advice;
- 4) **Your** or an **Insured Person's** financial circumstances;
- 5) redundancy or resignation of an **Insured Person** or the termination of an **Insured Person's** contract of employment within 30 days of a pre-booked **Insured Journey** or once an **Insured Journey** has started;

- 6) the financial failure or omission or neglect of any provider or its agent of transport or accommodation;
- 7) costs for persons who are not insured under this Policy regardless of whether **You** have paid those costs on their behalf;
- 8) any claims for costs relating to lost days for example (but not limited to) nights in hotels, hire cars, loss of enjoyment, travel passes, ski passes etc;
- 9) any costs incurred to reschedule **Your** holiday will not be covered under the cancellation section of the Policy.
- 10) withdrawal from service temporarily or permanently of any means of transport on the orders or recommendation of the manufacturer, the Civil Aviation Authority, National Air Traffic Services, any port authority or similar body in any country except where on the day the **Insured Person** is due to depart from the **United Kingdom** such **Insured Person** is prevented from taking their **Insured Journey** due to:
  - a. airspace being closed for more than 24 hours from the date and time of their scheduled departure, as shown on their ticket/itinerary as a result of a **Natural Catastrophe**; or
  - b. an airport or port they are scheduled to travel from or through being closed for more than 24 hours from the date and time of their scheduled departure, as shown on their ticket/ itinerary as a result of a **Natural Catastrophe**;
- 11) strike, labour dispute or failure of the means of transport other than where the departure of any means of transport on which the **Insured Person** is booked to travel is delayed by at least 24 hours, unless the delay is due to a strike or industrial action which existed or the possibility of which existed and for which advance warning had been given prior to the date on which the **Insured Journey** was booked;
- 12) **You** or the **Insured Person** violating the laws or regulations of the country in which they are travelling;
- 13) an **Insured Person** failing to check-in according to the itinerary provided unless the failure was due to strike or industrial action;
- 14) **You** or the **Insured Person** failing to produce or maintain visas, permits or documents for the country to which they are travelling;
- 15) regulations made by any Government or public authority;
- 16) any claim where it is subsequently found that the person involved is not an **Insured Person**. Any costs incurred in this event shall be **Your** sole responsibility;
- 17) The cost of **Your** unused original travel tickets where we have paid for **Your** additional costs in returning home to the **United Kingdom** following the curtailment of **Your** covered trip;
- 18) any claim of less than the **Excess** stated in the **Schedule** for each **Insured Person**. Any valid claim for more than the **Excess** stated in the **Summary of Policy Benefits** will be reduced by the **Excess** stated in the **Summary of Policy Benefits** for each **Insured Person**; or
- 19) a situation where:
  - a. the travel provider has offered vouchers, credit or reward points; or
  - b. costs incurred by a late rescheduling of travel by the travel provider.

## 5. Travel Delay

**We** will compensate **You** for Travel Delay if the outward or homeward departure of an aircraft, train, or sea vessel in which **You** have booked to travel is delayed due to strike, industrial action, adverse weather conditions, **Natural Catastrophe**, mechanical breakdown or structural defect affecting that aircraft, train, or sea vessel which results in delay for at least 12 complete hours from the departure time indicated by the carrier, **We** will reimburse **You** by the amount stated in the **Summary of Policy Benefits per Insured Person**,

or;

If **Your** delay is for more than 24 hours and **Caused By** strike, industrial action, adverse weather conditions, Natural Catastrophe, mechanical breakdown or structural defect affecting that aircraft, train, or sea vessel and **You** abandon the **Insured Journey**, **We** will reimburse **You** for all non-returnable deposits advance payments and other charges paid or due to be paid for travel and accommodation in respect of the **Insured Journey** up to the sum insured stated in the **Summary of Policy Benefits** for each **Insured Person**.

### Section Exceptions

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The following exceptions apply to Travel Delay in addition to the Policy Exceptions.

We will not pay for any claim Connected With:

- 1) the failure of **You** or the **Insured Person** to check-in not later than the time indicated by the carriers;
- 2) the failure of **You** or the **Insured Person** to obtain written confirmation from the carriers or their handling agents of the number of hours delay and the reason for such delay;
- 3) any claim of less than the Excess stated in the Summary of Policy Benefits for each **Insured Person**. Any valid claim for more than the Excess stated in the Summary of Policy Benefits will be reduced by the Excess stated in the Summary of Policy Benefits for each **Insured Person**.
- 4) withdrawal from service temporarily or permanently of any means of transport on the orders or recommendation of the manufacturer, the Civil Aviation Authority, National Air Traffic Services, any port authority or similar body in any country except where on the day the **Insured Person** is due to depart from the United Kingdom, and such **Insured Person** is prevented from taking their **Insured Journey** due to:
  - a. airspace being closed for more than 24 hours from the date and time of their scheduled departure, as shown on their ticket/itinerary; or
  - b. an airport or port they are scheduled to travel from or through being closed for more than 24 hours from the date and time of their scheduled departure, as shown on their ticket/itinerary;
- 5) the failure of the **Insured Person** to accept alternative equivalent means of transport within the period of delay where this is offered on reasonable terms in lieu of the original mode of conveyance;

- 6) strike, labour dispute or industrial action which existed or the possibility of which existed and for which advance warning had been given prior to the date on which the Insured Journey was booked; or
- 7) any claim of less than the Excess stated in the Summary of Policy Benefits for each Insured Person. Any valid claim for more than the Excess stated in the Summary of Policy Benefits will be reduced by the Excess stated in the Summary of Policy Benefits for each Insured Person.

## Section Conditions

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The following conditions apply to Travel Delay in addition to the Policy Conditions.

- 1) All claims must be supported by documentary evidence that the **Insured Person** has been unable to obtain a refund from their travel and/or accommodation provider.

## Important Note: Claims

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### Cancelling Your trip

Cover applies before **You** leave home to start **Your** trip. **We** will pay up to the sum insured for unused travel and accommodation costs when **You** are unexpectedly forced to cancel due to one of the reasons listed under “What is Covered”

## Important Information

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**Notifying Your travel and accommodation provider about cancellation:** **You** must inform **Your** travel provider as soon as **You** become aware that **You** need to cancel. Delaying this notification may result in higher cancellation fees, which **We** will not cover. If **Your** cancellation is due to a diagnosis from a medical professional, **You** should notify **Your** travel provider within 7 days of being advised that cancellation is required.

## Health of non-travelling people:

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**You** may need to cancel **Your** trip if an immediate relative, a travelling companion, or someone **You** were planning to stay with becomes seriously unwell. For **Your** claim to be valid, a medical practitioner must provide written confirmation that, at the time **You** purchased this policy or booked the trip:

- 1) The person who is not insured under this policy was not critically ill in hospital or receiving palliative care, and
- 2) There was no medical reason to foresee a significant decline in their health that would require **You** to cancel **Your** trip

## 6. Missed Departure

**We** will indemnify **You** for reasonable additional accommodation and transport expenses necessarily incurred in order for the **Insured Person** to reach their final destination **Caused By** their late arrival at any departure point shown on their itinerary to start the **Insured Journey**

**Caused By:**

- 1) the public transport used by the **Insured Person** being delayed;
- 2) the vehicle the **Insured Person** is travelling in being involved in an Accident;
- 3) the vehicle the **Insured Person** is travelling in breaking down;
- 4) the vehicle the **Insured Person** is travelling in being delayed due to exceptional and unforeseen traffic flow congestion (must be supported by documentary evidence);

Up to the sum insured stated in the **Summary of Policy Benefits**.

### Section Exceptions

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The following exceptions apply to Missed Departure in addition to the Policy Exceptions.

**We** will not indemnify any claim **Connected With:**

- 1) the **Insured Person** does not do everything possible to get to the International Departure Point from or to **United Kingdom** for the time specified on the travel ticket/itinerary;
- 2) due to an **Accident** unless a police report or Insurer's Accident report form has been obtained showing the time and place of the **Accident**;
- 3) a break down, unless a written repairer's report has been obtained if claiming because the vehicle the **Insured Person** was travelling in has broken down;
- 4) traffic congestion, unless documentary evidence of traffic congestion has been obtained if claiming because the vehicle the **Insured Person** was travelling in is delayed to due traffic flow congestion; or
- 5) any claim of less than the **Excess** stated in the **Summary of Policy Benefits** for each **Insured Person**. Any valid claim for more than the **Excess** stated in the **Summary of Policy Benefits** will be reduced by the **Excess** stated in the **Summary of Policy Benefits** for each **Insured Person**.

## 7. Catastrophe

We will indemnify **You** up to the sum insured stated in **Summary of Policy Benefits** for additional accommodation and/or transport costs to allow **You** to continue **Your Insured Journey** if **You** are forced to move from **Your** independently booked and prepaid accommodation, due to one of the following events occurring during **Your Insured Journey**:

- 1) Natural Catastrophe;
- 2) Avalanche;
- 3) Explosion; or
- 4) Fire

### Section Exceptions

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The following exceptions apply to Catastrophe in addition to the Policy Exceptions.

We will not indemnify any claim **Connected With**:

- 1) prepaid accommodation costs that can be claimed back from the hotel or any other service provider;
- 2) transport costs incurred in returning home to the **United Kingdom** where such costs can be claimed back from the transport provider;
- 3) the accommodation provider, local or national authority do not deem it necessary for **You** to leave **Your** prepaid accommodation;
- 4) prepaid accommodation costs for management fees, maintenance costs or exchange fees;
- 5) timeshares and similar arrangements; or
- 6) any claim for less than the **Excess** stated in the **Summary of Policy Benefits**. Any valid claim for more than the **Excess** stated in the **Summary of Policy Benefits** will be reduced by the **Excess** stated in the **Summary of Policy Benefits**.

### Section Conditions

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The following conditions apply to Catastrophe in addition to the Policy Conditions.

- 1) Additional accommodation costs must be of a similar standard to that which **You** were originally staying.
- 2) Written confirmation from the local or national authority or accommodation provider confirming that the accommodation in which **You** are staying is uninhabitable.
- 3) The accommodation must be pre-booked and paid for independently for this section to apply.

## 8. Hijack & Kidnap

In the event of the conveyance in which an **Insured Person** is travelling being subject to **Hijack** during an **Insured Journey** and the **Insured Person** being detained as a result for a period in **Excess** of 24 hours or if during an **Insured Journey** the **Insured Person** is the victim of **Kidnap**, **We** will indemnify **You** up to the limit specified in **Summary of Policy Benefits** per complete 24 hour period that the **Insured Person** is a victim of kidnap.

### Section Exceptions

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**We** will not indemnify any claim **Connected With**:

- 1) **Hijack** or **Kidnap** whilst an **Insured Person** is within the **United Kingdom**; or
- 2) any criminal or fraudulent act of **The Policyholder** or the **Insured Person**.

## 9. Personal Liability

**We** will indemnify the **Insured Person** for sums which the **Insured Person** shall become legally liable to pay as damages and the **Insured Person's** proper costs and expenses in respect of **Accidental** death or **Accidental Bodily Injury** to any other person or **Accidental** loss of or damage to material property of any other person occurring during an **Insured Journey**. All costs and expenses incurred with **Our** written consent in respect of any claims against **You** shall be payable in addition notwithstanding that **Our** total liability does not exceed the sum insured stated in **Summary of Policy Benefits**.

### Section Exceptions

---

The following exceptions apply to Personal Liability in addition to the Policy Exceptions.

**We** will not indemnify any claim **Connected With**:

- 1) any liability in respect of **Accidental** death or **Accidental Bodily Injury** sustained by any member of the **Insured Person's** family or any person who is under a contract of service with **You** and which arises out of and in the course of their employment by **You** or liability arising in connection with any business profession or occupation; or
- 2) liability for loss of or damage to property belonging to or in the custody or control of the **Insured Person**, their family or of any **Employee** or agent of the **Insured Person** other than temporary accommodation occupied by the **Insured Person** in the course of an **Insured Journey**;
- 3) liability arising from the ownership, possession or use of any mechanically propelled vehicle aircraft hovercraft or watercraft (other than hand propelled watercraft) under the control of the **Insured Person**.
- 4) liability assumed by the **Insured Person** by agreement unless such liability would have attached to the **Insured Person** in the absence of such agreement;
- 5) liability which is the result of any claim resulting from the transmission of any communicable disease or virus;
- 6) liability which is the result of any wilful malicious or unlawful act; or

- 7) any punitive or exemplary damages.

## Section Conditions

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The following conditions apply to Personal Liability in addition to the Policy Conditions.

- 1) The **Insured Person** shall give notice to **Us** as soon as is practicable of any occurrence for which there may be liability under this Policy. The **Insured Person** shall provide **Us** with such particulars and information as **We** may require and shall forward to **Us** immediately on receipt every letter, writ, summons and process and shall advise **Us** in writing immediately where the **Insured Person** has knowledge of any impending prosecution inquest or fatal inquiry in connection with the said occurrence.
- 2) No **Insured Person** must admit any liability or pay, offer to pay or negotiate any claim without **Our** prior written consent.
- 3) **We** shall be entitled at **Our** discretion to take over and conduct in the name of the **Insured Person** the defence or settlement of any claim and to prosecute at **Our** own expense and for **Our** own benefit any claim for indemnity or damages against any other person and the **Insured Person** shall give all information and assistance required.
- 4) **We** may at any time at **Our** sole discretion pay to the **Insured Person** a sum equal to the limit of indemnity for Personal Liability in respect of any occurrence or any lesser sum for which the claim or claims arising from such occurrence can be settled and **We** shall not be under any further liability in respect of that occurrence except for the payment of costs and expenses of litigation incurred prior to such payment.
- 5) In the event of a claim or series of claims resulting in the liability of the **Insured Person** to pay a sum in **Excess** of the sum insured stated in **Summary of Policy Benefits** **Our** liability for such costs and expenses shall not exceed an amount being in the same proportion as **Our** payments to the **Insured Person** bear to the total payment made by or on behalf of the **Insured Person** in settlement of the claim or claims.
- 6) **Our** liability under Personal Liability for all damages payable by the **Insured Person** to any claimant or number of claimants in respect of any one occurrence or all occurrences of a series arising out of one original cause shall not exceed the sum insured stated in **Summary of Policy Benefits**

# 10. Personal Accident

## Personal Accident

We will pay the sum insured shown in Summary of Policy Benefits to You for Accidental Bodily Injury occurring during the Period of Insurance and whilst on an Insured Journey which within 12 months of the date of the Accident Caused By and independently of any other cause results in any of the benefits for:

- ❖ Death;
- ❖ Loss of Hearing;
- ❖ Loss of Limb;
- ❖ Loss of Sight;
- ❖ Loss of Speech;
- ❖ Permanent Total Disablement.

## Amount Payable

The amount payable to You shall be the amount as stated in Summary of Policy Benefits.

## Extension

### Permanent Partial Disablement

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In the event of an Insured Person suffering permanent partial disablement Caused By Accidental Bodily Injury, We will pay a percentage of the benefit provided for Permanent Total Disablement depending on the degree of permanent disability. Benefits for specific disabilities are:

#### **Permanent severance or permanent and total loss of use of:**

- ❖ A thumb 30%
- ❖ A forefinger 20%
- ❖ Any finger other than a forefinger 10%
- ❖ A big toe 15%
- ❖ Any toe other than a big toe 5%
- ❖ A shoulder or elbow 25%
- ❖ A wrist, hip, knee or ankle 20%
- ❖ The lower jaw by surgical operation 30%
- ❖ Loss of Hearing in one ear 25%
- ❖ Loss of Internal Organ 25%

Any benefit payable for permanent partial disablement under this item will be assessed by considering the severity of the disablement in conjunction with the stated percentages for specific types of permanent partial disablement stated above. The occupation of the Insured Person will not be taken into consideration during this assessment.

When more than one form of permanent partial disability results from Accidental Bodily Injury the percentages will be added together but We will not pay more than 100% of the Amount Payable for Permanent Total Disablement in total. If a claim is made for Loss of Hearing, Loss of

Limb, Loss of Sight or Loss of Speech then a claim for permanent partial disablement cannot also be made.

## Section Exceptions

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The following exceptions apply to this Section in addition to the Policy Exceptions.

**We** will not pay any claim **Connected With**:

- 1) any gradually operating cause;
- 2) any naturally occurring condition or degenerative process; or
- 3) **Sickness** (unless resulting directly from **Accidental Bodily Injury**).

## Section Conditions

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The following conditions apply to this section in addition to the Policy Conditions.

### 1. Payment of Benefit

- a) **We** will not pay under more than one of the benefits listed below in connection with the same **Accident** for the same **Insured Person**:

- ❖ Death;
- ❖ **Loss of Limb, Loss of Sight, Loss of Speech or Loss of Hearing**; or
- ❖ **Permanent Total Disablement**;

After payment has been made for:

- ❖ Death;
- ❖ **Loss of Limb, Loss of Sight, Loss of Speech or Loss of Hearing**; or
- ❖ **Permanent Total Disablement**;

No further payments shall be made by **Us** in respect of that **Insured Person** during the current **Period of Insurance**.

- b) If the benefit for Death is covered, then **We** will not pay for benefits for **Loss of Limb** or **Loss of Sight** or **Loss of Speech** or **Loss of Hearing** until at least 13 weeks after the date of the **Accident** and only then if the **Insured Person** has not died as a result of the **Accident**.

### 2. Payment of Permanent Total Disablement

Benefit in respect of **Permanent Total Disablement** will be payable after the expiry of 52 consecutive weeks of disablement and on certification by a **Qualified Medical Practitioner** appointed by **Us** that disablement is permanent and without expectation of recovery.

### 3. Medical Evidence

- (i) **We** may, at **Our** expense, arrange for an **Insured Person** to undergo a medical examination or, in the case of death, a post mortem examination.
- (ii) **You** or **Your** legal representative will supply to **Us**, at **Your** expense, any certificate, information or evidence in the format **We** require.

### 4. Dependant Child/ren

If the **Insured Person** is under the age of 16 at the date of the **Accident** giving rise to a claim the maximum amount payable for Death will be £7,500.

## 11. Personal Accident Extended Benefits

In the event of a valid claim being made and accepted under Section 10 – Personal Accident, the enclosed extended benefits shall apply;

### Convalescence

**We** will pay an **Insured Person** up to the sum insured stated in the **Summary of Policy Benefits** for each complete twenty four (24) hours that the **Insured Person** spends convalescing on the instructions of a qualified, registered medical practitioner following an In-Patient stay because of **Accidental Bodily Injury** sustained on an **Insured Journey**.

### Section Exceptions

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The Insured Person is not covered for:

- 1) Any claims excluded by the policy exclusions applicable to all Sections;
- 2) Any benefit once the **Insured Person** can return to work or is able to resume most of their work duties or activities performed prior to suffering the **Accidental Bodily Injury**
- 3) Any benefit once the period of convalescence instructed by a qualified, registered medical practitioner has ended

### Coma

**We** will pay an **Insured Person** up to the sum insured stated in the **Summary of Policy Benefits** for each complete twenty four (24) hours that the Insured Person is in a continuous unconscious state, a coma.

**The Insured Person** must be under qualified medical supervision and the coma must result from **Accidental Bodily Injury** sustained on an Insured Journey

### Section Exceptions

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The Insured Person is not covered for:

- 1) Any claims excluded by the policy exclusions applicable to all Sections;

- 2) Any claims not supported by a medical report from a qualified, registered medical practitioner confirming the period of the coma

## Optical Injury

We will pay an **Insured Person** up to the sum insured stated in the **Summary of Policy Benefits** for the following should they suffer damage to their eye(s) because of **Accidental Bodily Injury** on an **Insured Journey** which requires **In-Patient** treatment:

- 1) an eye test, if required and/or
- 2) the necessary cost of repairing or purchasing replacement **Spectacles** or contact lenses; or
- 3) purchasing newly prescribed Spectacles or contact lenses if they become necessary within thirty (30) days of sustaining such Accidental Bodily Injury

### Section Exceptions

---

The Insured Person is not covered for:

- 1) Any claims excluded by the policy exclusions applicable to all Sections

## Rehabilitation Expenses

We will pay an **Insured Person** up to the sum insured stated in the **Summary of Policy Benefits** for tuition, advice and/or treatment for the **Insured Person** from a licensed occupational rehabilitation institution as a direct result of **Accidental Bodily Injury** sustained on an **Insured Journey**. We will pay a proportion settlement where rehabilitation is only necessary for part of a week.

### Section Exceptions

---

The Insured Person is not covered for:

- 1) Any claims excluded by the policy exclusions applicable to all Sections;
- 2) Any tuition, advice and/or treatment undertaken without **Our** prior written agreement and the agreement of the **Insured Person's** registered **Qualified Medical Practitioner**

## Home Modification

We will pay an **Insured Person** up to the sum insured stated in the **Summary of Policy Benefits** for costs incurred by the **Insured Person** for the modification of their **Home** to enable them to perform the daily activities of washing, cooking, bathing and dressing and to enable them to remain in and move around their **Home** following accidental bodily injury sustained on an **Insured Journey**. Such modifications would include external and internal wheelchair access, internal guide rails and emergency alert systems.

### Section Exceptions

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The Insured Person is not covered for:

- 1) Any claims excluded by the policy exclusions applicable to all Sections;
- 2) Modifications undertaken without **Our** prior written agreement and the agreement of the **Insured Person's Qualified Medical Practitioner**

## Childcare Benefit

We will pay an **Insured Person** up to the sum insured stated in the **Summary of Policy Benefits** for each complete twenty four (24) hours to cover the cost of childcare necessary as a direct result of the **Insured Person** sustaining **Accidental Bodily Injury** on an **Insured Journey** which:

- 1) results in a claim that is payable under Section 10: Personal Accident excluding death; and
- 2) prevents the **Insured Person** caring for a child who is permanently resident with them; and
- 3) renders the **Insured Person** disabled, necessitating the continuous treatment and attendance by a **Qualified Medical Practitioner**

## Section Exceptions

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The Insured Person is not covered for:

- 1) Any claims excluded by the policy exclusions applicable to all Sections;
- 2) the first 24 hours of childcare
- 3) costs in respect of a child who is more than sixteen (16) years of age, unless they are themselves physically and/or mentally disabled
- 4) any period once the **Insured Person** is no longer deemed disabled as detailed in item 3 above

## Trauma Counselling

**We** will pay an **Insured Person** up to the sum insured stated in the **Summary of Policy Benefits** for counselling fees from a registered counselling service incurred by the **Insured Person** as a result of them being subject to an act of assault, robbery, rape, kidnapping, or any other traumatic incident on an **Insured Journey**.

## Section Exceptions

---

The Insured Person is not covered for:

- 1) Any claims excluded by the policy exclusions applicable to all Sections;
- 2) incidents that are not reported to the Police or relevant authorities within twenty-four (24) hours, or as soon as reasonably practicable, unless it can be demonstrated that reporting was impossible or unnecessary. A written Police report, or a crime reference number (for incidents occurring in the United Kingdom) must also be obtained and submitted to the Assistance Provider detailed in the Schedule
- 3) incidents which the Insured Person has not reported to their Qualified Medical Practitioner

## Fractures and Primary Dislocations

We will pay an **Insured Person** up to the sum insured stated in the **Summary of Policy Benefits** for **Fractures** and **Primary Dislocations** because of **Accidental Bodily Injury** sustained on a **Insured Journey**.

### Section Exceptions

---

The Insured Person is not covered for:

- 1) any claims excluded by the policy exclusions applicable to all Sections;
- 2) secondary and subsequent dislocations
- 3) more than one claim per limb per event
- 4) **Fractures** where the **Insured Person** has osteoporosis or a bone disease which was diagnosed prior to booking the Insured Journey
- 5) claims not supported by a medical report from a **Qualified Medical Practitioner** confirming the condition and medical treatment provided

## Burns

We will pay an **Insured Person** up to the sum insured stated in the **Summary of Policy Benefits** for full thickness burns sustained on an Insured Journey as a result of Accidental Bodily Injury.

### Section Exceptions

---

The Insured Person is not covered for:

- 1) any claims excluded by the policy exclusions applicable to all Sections;
- 2) claims not supported by a medical report from a **Qualified Medical Practitioner** confirming the extent of the full thickness burns sustained

## 12. Legal Expenses

For this Section, ARAG Legal Expenses Insurance Company Limited (ARAG) is the Underwriter and provides the legal protection insurance and additional services under **Your** Policy

This Section, Policy and the **Schedule** shall be read together as one document and describe the contract between **The Insured Person** and ARAG.

### The Cover

ARAG agrees to provide the insurance described in this Section, in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this Section, provided that:

1. Reasonable prospects exist for the duration of the claim
2. the Date of occurrence of the insured incident is during the **Period of Insurance**

3. any legal proceedings will be dealt with by a court, or other body which ARAG agree to, within the Countries covered and
4. the insured incident happens within the Countries covered.

## What ARAG will pay

ARAG will pay an Appointed representative, on behalf of **The Insured Person**, Costs and expenses incurred following an insured incident, provided that:

1. the most ARAG will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £50,000
2. the most ARAG will pay in Costs and expenses is no more than the amount ARAG would have paid to a Preferred law firm. The amount ARAG will pay a law firm (where acting as an Appointed representative) is currently £100 per hour. This amount may vary from time to time
3. in respect of an appeal or the defence of an appeal, the **Insured Person** must tell ARAG within the time limits allowed that the **Insured Person** wants to appeal. Before ARAG pay the Costs and expenses for appeals, ARAG must agree that reasonable prospects exist
4. for an enforcement of judgment to recover **Money** and interest due to the **Insured Person** after a successful claim under this section, ARAG must agree that Reasonable prospects exist
5. where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most ARAG will pay in Costs and expenses is the value of the likely award.

## What ARAG will not pay

In the event of a claim, if the **Insured Person** decides not to use the services of a Preferred law firm, the **Insured Person** will be responsible for any costs that fall outside the ARAG Standard Terms of Appointment and these will not be paid by ARAG.

## Definitions applicable to this Section

The following words have these meanings wherever they appear in this section. A defined word or phrase will start with a capital letter each time it appears in the Section, except for headings and titles.

### Appointed representative

The Preferred law firm, law firm or other suitably qualified person ARAG will appoint to act on the **Insured Person's** behalf.

### ARAG

ARAG Legal Expenses Insurance Company Limited.

## ARAG Standard Terms of Appointment

The terms and conditions (including the amount ARAG will pay to an Appointed representative) that apply to the relevant type of claim, which could include a conditional fee agreement (no win, no fee). Where a law firm is acting as an Appointed representative the amount is currently £100 per hour. This amount may vary from time to time.

### Costs and expenses

All reasonable, proportionate and necessary costs chargeable by the Appointed representative and agreed by ARAG in accordance with the ARAG Standard Terms of Appointment.

The costs incurred by opponents in civil cases if the Insured Person has been ordered to pay them, or the Insured Person pays them with ARAG's agreement.

### Countries covered

Worldwide

### Date of occurrence

For civil cases, the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the Date of occurrence is the date of the first of these events. (This is the date the event happened, which may be before the date the Insured Person first became aware of it.)

### Insured Person

Any person named on the Schedule who is eligible to be insured and for whom premium has been paid.

### Preferred law firm

A law firm or barristers' chambers ARAG choose to provide legal services. These legal specialists are chosen as they have the proven expertise to deal with the Insured Person's claim and must comply with ARAG's agreed service standard levels, which ARAG audit regularly. They are appointed according to the ARAG Standard Terms of Appointment.

### Reasonable prospects

For civil cases, the prospects that the Insured Person will recover losses or damages (or obtain any other legal remedy that DAS have agreed to, including an enforcement of judgment), make a successful

defence or make a successful appeal or defence of an appeal, must be at least 51%. A preferred law firm on ARAG's behalf will assess whether there are Reasonable prospects

For civil appeals, the prospects of a successful outcome must be at least 51%

## What is covered

Costs and expenses to pursue an Insured Person's legal rights following a specific or sudden Accident that causes death or bodily injury to the Insured Person

## What is not covered

ARAG will not pay a claim relating to the following:

1. Any illness or bodily injury that happens gradually
2. Psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury to an Insured Person.
3. Defending an Insured Person's legal rights, but ARAG will cover defending a counter-claim.
4. Clinical negligence.

## Section Exceptions

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ARAG will not pay for the following:

- 1) A claim where an **Insured Person** has failed to notify ARAG of the insured incident within a reasonable time of it happening and where this failure adversely affect the Reasonable prospects of a claim or ARAG consider their position has been prejudiced.
- 2) An incident or matter arising before the start of this cover.
- 3) Costs and expenses incurred before ARAG's expressed acceptance.
- 4) Fines, penalties, compensation or damages that a court or other authority orders the **Insured Person** to pay.
- 5) Any legal action an **Insured Person** takes that ARAG or the Appointed representative have not agreed to, or where an **Insured Person** does anything that hinders ARAG or the Appointed representative.
- 6) Any defamation claim brought by or against the **Insured Person**
- 7) Any claim under this Section for a dispute with ARAG. For disagreements with ARAG about the handling of a claim refer to section condition 7 of this Section.
- 8) Costs and expenses arising from or relating to judicial review, coroner's inquest or fatal **accident** inquiry.
- 9) A claim **caused by**, contributed to by or arising from:
  - a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel.
  - b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it.
  - c) **war**, invasion, act of foreign enemy, hostilities (whether **war** is declared or not), civil **war**, rebellion, revolution, military force or coup, or any other act of **Terrorism** or alleged act of **Terrorism** as defined in the Terrorism Act 2000
  - d) pressure waves **caused by** aircraft or any other airborne devices travelling at sonic or supersonic speeds.

- 10) Any Costs and expenses that are incurred where the Appointed representative handles the claim under a contingency fee arrangement. (other than a conditional fee agreement (no win, no fee) which could apply under the ARAG Standard Terms of Appointment
- 11) A claim against Arch Insurance (UK) Ltd, their agent, tour operator or travel agent

### Conditions applying to this section

1	a	On receiving a claim, if legal representation is necessary, ARAG will appoint a Preferred law firm as the Insured Person's Appointed representative to deal with the Insured Person's claim. They will try to settle an Insured Person's claim by negotiation without having to go to court.
	b	If the appointed Preferred law firm cannot negotiate settlement of the Insured Person's claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then the Insured Person may choose a law firm to act as the Appointed representative.
	c	If the Insured Person chooses a law firm as their Appointed representative who is not a Preferred law firm, ARAG will give the Insured Person's choice of law firm the opportunity to act on the same terms as a Preferred law firm. However if they refuse to act on this basis, the most ARAG will pay is the amount ARAG would have paid if they had agreed to the ARAG Standard Terms of Appointment. The amount ARAG will pay a law firm (where acting as the Appointed representative) is currently £100 per hour. This amount may vary from time to time.
	d	The Appointed representative must co-operate with ARAG at all times and must keep ARAG up to date with the progress of the claim.
2	a	An <b>Insured Person</b> must co-operate fully with ARAG and the Appointed representative.
	b	An <b>Insured Person</b> must give the Appointed representative any instructions that ARAG ask an <b>Insured Person</b> to.
3	a	An <b>Insured Person</b> must tell ARAG if anyone offers to settle a claim. An <b>Insured Person</b> must not negotiate or agree to a settlement without ARAG's expressed consent.
	b	If an <b>Insured Person</b> does not accept a reasonable offer to settle a claim, ARAG may refuse to pay further Costs and expenses.
	c	ARAG may decide to pay an <b>Insured Person</b> the reasonable value of the <b>Insured Person's</b> claim, instead of starting or continuing legal action. In these circumstances an <b>Insured Person</b> must allow ARAG to take over and pursue or settle any claim on behalf of an <b>Insured Person</b> . An <b>Insured Person</b> must also allow ARAG to pursue at their own expense and for their own benefit, any claim for compensation against any other person and an <b>Insured Person</b> must give ARAG all the information and help ARAG need to do so.
4	a	An <b>Insured Person</b> must instruct the Appointed representative to have Costs and expenses taxed, assessed or audited if ARAG ask for this.
	b	An <b>Insured Person</b> must take every step to recover Costs and expenses and court attendance expenses that ARAG have to pay and must pay ARAG any amounts that are recovered.

5	If the Appointed representative refuses to continue acting for an <b>Insured Person</b> with good reason, or if an <b>Insured Person</b> dismisses the Appointed representative without good reason, the cover ARAG provide will end immediately, unless ARAG agree to appoint another Appointed representative.
6	If an <b>Insured Person</b> settles or withdraws a claim without ARAG's agreement, or does not give suitable instructions to the Appointed representative, ARAG can withdraw cover and will be entitled to reclaim from an <b>Insured Person</b> any Costs and expenses ARAG has paid. If during the course of a claim Reasonable Prospects no longer exist the cover ARAG provide will end at once. ARAG will pay any costs and expenses <b>We</b> have agreed to, up to the date cover was withdrawn.
7	If there is a disagreement about the handling of a claim and it is not resolved through ARAG's internal complaints procedure the Financial Ombudsman Service may be able to help. This is a free complaint resolution service for eligible complaints. (Details available from <a href="http://www.financial-ombudsman.org.uk">www.financial-ombudsman.org.uk</a> ). Alternatively, there is a separate arbitration process available that can be used to settle any dispute with ARAG. The arbitrator will be a jointly agreed barrister, solicitor or other suitably qualified person. If there is a disagreement over the choice of arbitrator, ARAG will ask the Chartered Institute of Arbitrators to decide. The arbitrator will decide who will pay the costs of the arbitration. For example, costs may be split between the parties or one party may pay all the costs.
8	If there is a disagreement between an <b>Insured Person</b> and ARAG on the merits of the claim or proceedings, or on a legal principle, ARAG may suggest the <b>Insured Person</b> obtains at their own expense an opinion on the matter from an independent and appropriate expert. The expert must be approved in advance by ARAG and the cost expressly agreed in writing between the <b>Insured Person</b> and ARAG. Subject to this ARAG will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that the <b>Insured Person</b> will recover damages (or obtain any other legal remedy that ARAG have agreed to) or make a successful defence. This does not affect the <b>Insured Person's</b> rights under Policy condition 7.
9	An <b>Insured Person</b> must:
	<b>a</b> keep to the terms and conditions of this section
	<b>b</b> take reasonable steps to avoid and prevent claims
	<b>c</b> take reasonable steps to avoid incurring unnecessary costs
	<b>d</b> send everything ARAG asks for, in writing, and
	<b>e</b> report to ARAG full and factual details of any claim as soon as possible and give ARAG any information ARAG need.
10	ARAG will, at ARAG's discretion, void this section (make it invalid) from the date of claim, or alleged claim, and/or ARAG will not pay the claim if:

	<b>a</b>	A claim an Insured Person has made to obtain benefit under this Policy is fraudulent or intentionally exaggerated, or
	<b>b</b>	A false declaration or statement is made in support of a claim.
<b>11</b>		Apart from ARAG, an <b>Insured Person</b> is the only person who may enforce all or any part of this Policy and the rights and interests arising from or <b>connected with</b> it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to this section in relation to any third-party rights or interest.
<b>12</b>		If any claim covered under this section is also covered by another Policy, or would have been covered if this section did not exist, ARAG will only pay their share of the claim even if the other insurer refuses the claim.
<b>13</b>		This section is governed by the law that applies in the part of the <b>United Kingdom</b> , Channel Islands or Isle of Man where the <b>Insured Person</b> normally lives. Otherwise, the law of England and Wales applies. All Acts of Parliament mentioned in this Section include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate

## Legal Advice

Advice can be provided on any personal legal issue, under the laws of the **United Kingdom** of Great Britain and Northern Ireland, any European Union country, the Isle of Man, Channel Islands, Switzerland and Norway. Wherever possible the Legal Advice helpline aims to provide immediate advice from a qualified legal adviser. However, if this is not possible they will arrange to call the **Insured person** back at a time to suit them.

Advice on the laws of England and Wales can be provided 24 hours a day, 365 days a year. Beyond this jurisdiction, or for very specialist legal matters, ARAG will refer them to one of the specialist advisers.

Specialist advice is provided 9am-5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside of these times, they will arrange to call back the **Insured person**

To contact the above service, phone ARAG on **+44 (0) 117 934 0470**. When phoning, please quote **Your** ARAG Policy number TV1/6954720. ARAG will not accept responsibility if the Helpline Service fails for reasons ARAG cannot control.

## Privacy

ARAG will process personal information about **You** and anyone else whose details are provided to ARAG to provide **You** with a service or a claim.

ARAG process your personal information in accordance with ARAG's Privacy Notice. You can find ARAG's Privacy Notice online at [arag.co.uk/privacy](http://arag.co.uk/privacy). Alternatively, **You** can make a request for a printed copy to be sent to **You** by contacting [dataprotection@arag.co.uk](mailto:dataprotection@arag.co.uk).

## 13. Cruise Cover

In the event of a claim payable under Travel Delay, Missed Departure or Catastrophe Sections, there will be no payable claim under this Section.

### Missed Port Departure

**We** will pay an **Insured Person** up to the sum insured stated in **Summary of Policy Benefits** the reasonable additional accommodation and travel expenses of an equivalent standard to the original booking which are necessarily incurred in joining a cruise ship at the next available docking port where the **Insured Person** failed to arrive in time to board the cruise ship where the **Insured Person** had been booked to travel at the initial port of embarkation of the **Insured Person's Insured Journey** as a result of either:

- (i) the failure of public transport services due to strike or industrial action, adverse weather conditions or mechanical breakdown;
- (ii) the mechanical breakdown of or an accident directly involving the vehicle in which the **Insured Person** is travelling; or
- (iii) an accident or breakdown on a motorway or dual carriageway that the **Insured Person** is travelling on to reach the port of embarkation which causes an unexpected delay.

### Section Exceptions

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The following exceptions apply to **Missed Port Departure** in addition to the Policy Exceptions.

**We** will not indemnify any claim **Connected With**:

- 1) Any event or circumstances known to the **Insured Person** at the date the **Insured Person** purchased or renewed this Policy or the **Insured Journey** was booked, whichever is the latest, where such event or circumstances is reasonably be expected to result in a claim.
- 2) Strike or industrial action that had started or been publicly announced at the date the **Insured Person**
- 3) purchased or renewed this Policy or the **Insured Journey** was booked, whichever is the latest.
- 4) Any expenses payable under Section 7 - Catastrophe.
- 5) The **Insured Person's** disinclination to travel or unwillingness to continue with the **Insured Journey**.
- 6) Costs, charges or expenses for which the airline or the transport or accommodation provider will compensate or which are recoverable elsewhere.

- 7) Any additional costs or expenses where the public transport provider has offered reasonable alternative travel arrangements for the **Insured Person** to continue the **Insured Journey**.
- 8) Additional costs or expenses arising from the failure to check in on time or comply with the itinerary supplied.
- 9) The **Excess** as shown in **Summary of Policy Benefits**.
- 10) Anything mentioned in the Policy Exceptions.

## Cabin Confinement

We will pay an **Insured Person** the amount stated in **Summary of Policy Benefits** for each complete 24 hour period, after an initial confinement of a full and continuous 48 hours, that the **Insured Person** is confined to a cabin by the ships medical officer due to medical reasons which are covered under Section 1 – Medical and Emergency Travel Expenses, up to the maximum sum insured stated in **Summary of Policy Benefits**.

### Section Exceptions

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The following exceptions apply to Cabin Confinement in addition to the **Policy Exceptions**.

We will not indemnify any claim **Connected With**:

- 1) Claims where there is no written confirmation from the ships medical office of the reason for and length of the **Insured Person's** confinement.
- 2) Anything mentioned in the Policy Exceptions.

## Itinerary Change

We will pay an **Insured Person** the amount stated in **Summary of Policy Benefits** for each missed port shown on the **Insured Person's** cruise itinerary in the event of the cancellation of a scheduled port visit due to adverse weather or timetable restrictions, up to the maximum sum insured stated in **Summary of Policy Benefits**.

### Section Exceptions

---

The following exceptions apply to Itinerary Change in addition to the **Policy Exceptions**.

We will not indemnify any claim **Connected With**:

- 1) Strike or industrial action that had started or been publicly announced at the date the **Insured Person**
- 2) purchased or renewed this Policy or the **Insured Journey** was booked, whichever is the latest.
- 3) Claims due to the cruise ship being unable to put people ashore due to a scheduled tender operation failure.
- 4) Claims where the **Insured Person** did not provided written confirmation from the cruise operator confirming the reason for the change of itinerary.

- 5) Anything mentioned in the Policy Exceptions.

## Unused Excursions

**We** will pay the **Insured Person** up to the sum insured stated in **Summary of Policy Benefits** for the cost of pre-booked excursions which the **Insured Person** was unable to use as a direct result of being confined to a cabin due to medical reasons covered under Section 1 – Medical and Emergency Travel Expenses.

### Section Exceptions

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The following exceptions apply to Unused Excursions in addition to the Policy Exceptions.

**We** will not indemnify any claim **Connected With**:

- 1) Claims where **You** have not provided written confirmation from the ships medical officer of the reason for and length of confinement.
- 2) The **Excess** as shown in the **Summary of Policy Benefits**.
- 3) Anything mentioned in the Policy Exceptions.

## Cruise Interruption

**We** will pay **You** up to the sum insured shown in the **Summary of Policy Benefits** for reasonable additional travel expenses necessarily incurred to reach the next port in order to rejoin **Your** cruise ship, following **Your** temporary **Accidental Bodily Injury** or **Sickness** under Section 1 - Medical and Emergency Travel Expenses requiring hospital treatment on land.

### Section Exceptions

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The following exceptions apply to Cruise Interruption in addition to the Policy Exceptions.

**We** will not indemnify an **Insured Person** for any claim **Connected With**:

- 1) Claims where the **Insured Person** has not provided written confirmation from the ships medical officer stating the reason for the transfer to a **Hospital** on land.
- 2) Claims for additional travel or accommodation expenses where in the opinion of the treating medical practitioner and **Our** medical officer it is not medically advisable for to re-join the cruise.
- 3) Claims where less than 25% or 2 days of the trip duration remains.
- 4) The **Excess** as shown in the **Summary of Policy Benefits**.
- 5) Anything mentioned in the Policy Exceptions.

## Section Conditions

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The following conditions apply to Cruise Cover in addition to the **Policy Conditions**.

- 1) take all reasonable steps to complete the **Insured Journey** on time;
- 2) check-in according to the itinerary provided by the cruise operator or other transport provider;
- 3) provide written confirmation from the cruise operator, carrier, agent or transport provider confirming the period of and reason for the delay or disruption;
- 4) comply with minimum check-in and connecting times;
- 5) allow sufficient time to reach any airport, station, port or terminus with reasonable expectation of meeting the scheduled check-in time;
- 6) provide written confirmation from the public transport operator of the reasons for the failure of the means of public transport on which the **Insured Person** was travelling;
- 7) supply a repair or recovery report from a recognised garage or vehicle recovery organisation in the event of an **accident** or mechanical breakdown involving a vehicle in which the **Insured Person** was travelling;
- 8) provide written evidence from the police or motoring authorities confirming the location, reason for and duration of the delay or closure of a motorway or dual carriageway;
- 9) apply in a timely manner for any compensation available under this Policy.

## 14. Winter Sports

Winter Sports will only be covered if **You** have elected to purchase this extra cover in the benefits window and this has been confirmed on **Your Confirmation of Cover Document**. Where Winter Sports cover is shown as included on **Your Confirmation of Cover Document**, **You** are covered for Alpine Skiing (including off piste but only with a qualified guide and/or qualified instructor), Cross Country Skiing (including off piste but only with a qualified guide and/or qualified instructor), Snowboarding (including off piste but only with a qualified guide and/or qualified instructor), and tobogganing.

### Winter Sports Equipment

If **Your** winter sports equipment is lost, stolen or damaged during **Your Insured Journey**, **We** will indemnify **You** for its replacement or repair, whichever is the lower, after making an allowance for wear and tear and loss of value using the scale below:

- ❖ Up to 1 year old, up to 90% of the price **You** paid;
- ❖ Up to 2 years old, up to 70% of the price **You** paid;
- ❖ Up to 3 years old, up to 50% of the price **You** paid;
- ❖ Up to 4 years old, up to 50% of the price **You** paid;
- ❖ Up to 5 years old, up to 20% of the price **You** paid;
- ❖ Over 5 years old, no cover will be provided.

The most **We** will pay is the sum insured stated in **The Summary of Policy Benefits** for each **Insured Person**.

If **You** hire winter sports equipment and it is lost, stolen or damaged by **Accident** during **Your Insured Journey**, **We** will indemnify **You** for its replacement or repair, whichever is the lower. The most **We** will pay is the sum insured stated in **The Summary of Policy Benefits** for each **Insured Person**.

If **We** pay under the above, **We** will also indemnify **You** to hire replacement winter sports equipment for the rest of **Your Insured Journey**. The most **We** will pay is the sum insured stated in **The Summary of Policy Benefits** for each **Insured Person** for each 24 hour period that the equipment is needed.

**We** will indemnify **You** up to the sum insured stated in **The Summary of Policy Benefits** to replace **Your** lift pass if it is lost or stolen during **Your Insured Journey**.

## Section Exceptions

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The following exceptions apply to winter sports equipment in addition to the Policy Exceptions.

**We** will not indemnify any claim **Connected With**:

1. The **Excess** stated in the **Summary of Policy Benefits**;
2. deliberate or malicious damage to winter sports equipment;
3. loss or damage to winter sports equipment by the **Insured Person**'s carelessness or neglect;
4. wear and tear, loss of value and damage by moth or vermin, or any process of cleaning, repairing or restoring;
5. losses from vehicles;
6. winter sports equipment that is damaged whilst it is being used;
7. any loss or theft which **You** do not report to the police within 48 hours of discovery and get a written report for (where it is not possible to obtain in a police report **You** must provide other independent proof of loss such as a letter from **Your** transport company or resort management).

## Special Conditions

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1. **You** must take reasonable care to keep the winter sports equipment safe. If the winter sports equipment is lost or stolen, **You** must take all reasonable steps to recover it.
2. If the winter sports equipment is lost or damaged by an authority, a transport company or hotel, **You** must report the details of the loss or damage to them in writing and get written confirmation.
3. If winter sports equipment is lost or damaged by an airline **You** must:
  - ❖ get a property irregularity report;
  - ❖ give written notice of the claim to the airline within the time limit in their conditions of carriage (**You** should also keep a copy);

- ❖ keep all travel tickets/itinerary, and tags if **You** claim under this Policy; and
- ❖ **You** must be able to prove that **You** were responsible for the lost, stolen or damaged items and the purchase price. If **You** do not do this, it may affect **Your** claims.

## Delay due to Avalanche

**We** will indemnify **You** for the cost of extra travel and accommodation if an avalanche delays **Your** arrival at or departure from the booked resort.

The most **We** will pay for each **Insured Person** is the sum insured stated in **The Summary of Policy Benefits**.

## Piste closure (This section does not apply to cross country skiing)

**We** will indemnify **You** for one of the following:

1. the sum insured stated in **The Summary of Policy Benefits** per day (up to the maximum amount stated in **The Summary of Policy Benefits** in total) towards the costs **You** have to pay to travel to another resort if there is not enough snow, too much snow or high winds which result in all ski lifts and ski schools at **Your** booked resort being closed.  
or;
2. the sum insured stated in **The Summary of Policy Benefits** per day (up to the maximum amount stated in **The Summary of Policy Benefits** in total) for each day **Your** resort stays closed if there is not enough snow, too much snow or high winds which result in all ski lifts and ski schools at **Your** booked resort being closed and there is no other resort available.

## Section Exceptions

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The following exceptions apply to piste closure in addition to the Policy Exceptions.

**We** will not indemnify any claim **Connected With**:

1. evidence that confirms the piste closures from either **Your** tour operator or resort management has not been provided.

## Ski Pack

If, due to **Sickness** or **Accidental Bodily Injury**, **You** are medically certified as being unable to ski or board **We** will indemnify **You** for the proportionate cost of **Your** non-refundable ski pack. The ski pack includes lessons from a ski school, ski hire and the cost of any lift pass.

The most **We** will pay for each **Insured Person** is the sum insured stated in **The Summary of Policy Benefits**.

## Section Exceptions

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The following exceptions apply to ski pack in addition to the Policy Exceptions.

**We** will not indemnify any claim **Connected With**:

1. if **You** do not get a written report from a **Qualified Medical Practitioner** at the start of the **Accidental Bodily Injury** or **Sickness** to confirm the dates **You** were unable to ski.

### Inability to take part in Winter Sports activities

If, due to **Accidental Bodily Injury** or **Sickness** during the **Insured Journey**, **You** cannot take part in winter sports activities, **We** will indemnify **You** the sum insured stated in **The Summary of Policy Benefits** as compensation for each day **You** were prevented from doing so. The most **We** will pay for each **Insured Person** is the maximum sum insured stated in the **Summary of Policy Benefits**.

### Section Exceptions

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The following exceptions apply to Inability to take part in Winter Sports activities in addition to the **Policy Exceptions**.

**We** will not pay a claim **Connected With**:

1. arising from an illness from which the **Insured Person** is aware of and travelling against medical advice;
2. Medical Expenses incurred in the **United Kingdom**;
3. the **Insured Person** travelling against the advice of a medical practitioner;
4. if **You** do not get a written report from a Doctor at the start of the injury or illness to confirm the dates **You** were unable to take part in.

### Cancellation (lack of snow)

**We** will indemnify **You** the sum insured stated in **The Summary of Policy Benefits** for non-returnable deposits, advance payments and other charges paid or due to be paid for travel and accommodation in advance or contracted to be paid as a result of the necessary unavoidable cancellation of the **Insured Journey** due to a lack of snow at the destination resort, provided;

1. a replacement resort is not available to **You**; or
2. the ski lifts and other ski systems being closed for the 3 days immediately prior to **Your** pre-booked departure date.

The most **We** will pay for each **Insured Person** is the maximum sum insured stated in the **Summary of Policy Benefits**.

### Section Exceptions

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The following exceptions apply Cancellation (lack of snow) in addition to the **Policy Exceptions**. We will not pay a claim **Connected With**:

1. the **Excess** stated in the **Summary of Policy Benefits**;
2. where Cancellation due to a lack of snow is outside the months that constitute the local regular ski season;
3. if **You** booked and **Insured Journey** and this sub-section was effected less than 4 weeks prior to **Your** departure date and it was generally known that there was a lack of snow at **Your** booked resort;
4. if the resort is less than 1,200 metres above sea level;
5. if **You** fail to provide **Us** with written confirmation from the **tour** operator or the resort management confirming the lack of snow.

## 15. Pet Care Costs

We will pay an Insured Person up to the sum insured stated in the **Summary of Policy Benefits** for additional kennel, cattery, or pet care fees necessarily incurred if their return to their usual permanent residence in the **United Kingdom** is delayed by at least twelve (12) hours due to **Accidental Bodily Injury**, illness, **Hijack**, **Kidnap**, or a delay, abandonment, or missed departure resulting from travel disruption covered by this insurance.

**Please Note:** If more than one **Insured Person** living in the same household are travelling together, this benefit is only payable for one **Insured Person** per **Insured Journey**

### Section Exceptions

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The Insured Person is not covered for:

1. the first amount of each and every claim (the **Excess**) shown in the **Summary of Policy Benefits**
2. any claims excluded by the policy exclusions applicable to all Sections
3. pet care costs normally paid by the Insured Person
4. claims which are not substantiated by a written report from the police, **Qualified Medical Practitioner**, transport provider or other authorised body stating the duration and exact nature of any event which has delayed the **Insured Person's** return to their permanent residence in the **United Kingdom**.



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