



TOUR OPERATOR IN RESORT & UK STAFF TRAVEL INSURANCE

With the exception of Section 11 - Legal Expenses, cover under this policy is provided by Arch Insurance Company (Europe) Limited which is registered in England and Wales No 4977362 with an establishment situated in the United Kingdom as defined by the Insurance Companies Act 1982. Registered Office 6th Floor, Plantation Place South, 60 Great Tower Street, London EC3R 5AZ.

Cover under Section 11 – Legal Expenses is provided by DAS Legal Expenses Insurance Company Limited which is registered in England No 103274. Registered Office: DAS House, Quay Side, Temple Back BS1 6NH.

BASIS OF COVER

The Insured has by a Proposal or otherwise which is the basis of and forms part of this contract applied to Arch Insurance Company (Europe) Ltd (hereinafter called the Company) for this insurance and has paid the premium.

The Company will provide the Insured with insurance in the manner described in this Policy, Schedule of Insurance and Schedule/s of Insured Person/s subject to the terms definitions exclusions and conditions contained in this Policy.

Signed on behalf of the Company

GENERAL DEFINITIONS - Applicable to all Sections of this Policy unless stated to the contrary

Assistance Company: Specialty Assist Ltd

Bodily Injury means in respect of the cover provided under:

1. all Sections other than Section 10 - Personal Liability, injury which is caused by accident and solely and independently of any other cause.
2. Section 10 – Personal Liability, death, disease and illness

Child/ Children: means the dependent child/children of an **Insured Person** who is/are unmarried not in fulltime employment and under the age of 18 or 23 if in full-time education

Close Business Colleague: a person employed by the same company as the **Insured Person** and in whose absence from the business means it will be essential that the **Insured Person** be present in their place

EHIC means The European Health Insurance Card

Emergency Travel Expenses means all reasonable additional costs necessarily incurred in travel accommodation and Emergency Repatriation of the **Insured Person** and/or of a business associate relative or friend

Claims Handler: Specialty Claims Services Ltd

Company: Arch Insurance Company (Europe) Limited

Excess means the first amount of each and every claim for which the **Company** will not be liable

Insured Person means any person named on the Schedule(s) of Insured Persons (and if applicable their spouse and dependent children) for whom cover under this insurance shall apply

Journey means any time during the Period of Insurance whilst an **Insured Person** is travelling within the **Operative Time** as detailed on the Schedule

Money: cash, currency, bank notes, travellers cheques, postal and money orders, food vouchers, credit vouchers and petrol coupons

Operative Time means the period of travel for which this Insurance applies. Cover is applicable as stated on the Schedule for destinations outside the **Insured Persons** country of domicile or within the country of domicile provided such trip includes an overnight stay and/or an air flight

Relative: spouse, fiancé(e), partner, parent, step-parent, parent-in-law, grandparent, child, step-child, son-in-law, daughter-in-law, grandchild, brother, sister, step-brother, step-sister, brother-in-law, sister-in-law.

Sickness means serious illness of the **Insured Person** which becomes manifest during the Period of Insurance and **Operative Time** and is perceived by a qualified medical practitioner to necessitate immediate medical treatment or repatriation

Ski Equipment: snowboards, skis and bindings, sticks and boots

Spouse/Partner means the spouse or common-law spouse of an **Insured Person**

Valuables: personal jewellery, watches, gold or silver articles or articles of precious material, computer, radio or audio equipment (including discs or cassettes), telescopes, binoculars, sunglasses or spectacles, leather suede or fur clothing, photographic equipment (including camera body and lenses, flashguns, filters, cases, straps, films and all other accessories), or video equipment (including discs or cassettes)

GENERAL CONDITIONS - Applicable to all Sections of this Policy

1. Leisure Activities Covered – In respect of each **Insured Person** the following activities are covered
Abseiling, angling, aerial safaris, American football, archery (properly supervised), badminton, basketball, beach games, bowls, clay pigeon shooting (under supervision), cricket, croquet, cycling, deep sea fishing, fencing, fell running, fell walking, football (amateur), gliding, go carting*, golf, hang gliding, high diving (from a purpose built diving board over a man made pool), hockey, hot air ballooning, horse riding (protective headgear to be worn, excluding jumping trials, hunting and competitive riding), ice skating, ice hockey (on an indoor ice rink), jet skiing*, marathon running, netball, paragliding, parasailing (towed by boat), parachuting, polo, potholing and caving, pony trekking (protective headgear to be worn), river canoeing, kayaking and rafting (in calm water not sea or white water above grade 3), rambling, roller blading, rounders, rowing, safaris (without guns), rugby, sail boarding, sailing and yachting (inshore/coastal waters – within 12 miles of coastline), scuba diving up to a depth of 30 metres maximum (as long as PADI qualified or equivalent to that depth), skating, skin diving, snorkelling, soccer, squash, surfing, swimming, table tennis, ten pin bowling, tennis, trekking, tug-of-war, volleyball, war games, water polo, water skiing (excluding jumping), weightlifting and gymnastics (non-competitive) and wind surfing
*Personal Liability cover is excluded whilst taking part in these activities
Other activity maybe covered subject to prior approval by the **Company**
2. Winter Sports Activities Covered – In respect of each **Insured Person** the following activities are covered provided that Winter Sports are shown as included on the Schedule
Bobsleighbing, cross country skiing (on recognised paths), ice hockey (other than on an indoor ice rink), off piste skiing (in areas considered safe by the ski resort management), ski boarding, sledging, snowboarding, snow shoeing, snow skiing, and snow mobiling*
*Personal Liability cover is excluded whilst taking part in this activity
Other activities maybe covered subject to prior approval by the **Company**
3. The **Insured** shall give immediate notice in writing to the **Company** of any alterations which materially affect the risk insured
4. It is a condition of this Insurance that each Insured Person is in possession of a valid **EHIC** during each and every **Journey**.
5. The observance of the terms of this Policy shall be conditions precedent to any liability of the **Company**
6. If any claim is in any respect fraudulent or if any fraudulent means or devices are used by the **Insured** or an **Insured Person** or anyone acting on their behalf to obtain any benefit under this Policy all benefits under this Policy shall be forfeited
7. The **Company** may cancel this Policy at any time upon thirty days notice by recorded delivery letter to the Insured at the **Insured's** last known address
8. The receipt of final payment by the **Insured** or **Insured Person** or his/her Personal Representatives shall discharge the **Company**
9. This Insurance shall be governed by the law of England and Wales whose courts alone shall have jurisdiction in any dispute hereunder
10. All sums insured and limits stated in this Policy are inclusive of VAT (where applicable)
11. This Policy and its Schedule(s) and any Endorsements attached thereto shall be read together as one document and any word or expression to which a specific meaning has been given shall bear the same meaning wherever it may appear
12. If any difference shall arise as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the statutory provisions for the time being in force in England and Wales. The place of arbitration shall be in London and the language of the arbitration shall be English. Where any difference is by this condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the **Company**
13. Data Protection Act – Personal Information – The **Company** may collect, hold and process certain types of information regarding **Insured Person's** for particular purposes as allowed by law and in accordance with the **Company's** Data Protection and Privacy Policy Statement (a copy of which can be obtained from the **Company** on request). Due to the sensitive nature of some information the **Company** will need the **Insured Person's** consent to process this information. In addition the **Company** may need to pass this information to third parties such as loss adjusters and other agents.

GENERAL EXCLUSIONS - Applicable to all Sections of this Policy unless stated to the contrary

The **Company** shall not be liable for the following:

1. In respect of **Bodily Injury** or **Sickness** or loss or damage or expense which arises directly or indirectly from or in connection with or is aggravated by:
 - a) war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war or any act condition or warlike operation incident to war
 - b) warlike action by a regular or irregular military force or civilian agents, or any action taken by any government, sovereign or other authority to hinder or defend against an actual or expected attack
 - c) insurrection, rebellion, revolution, attempt to usurp power, popular uprising, or any action taken by governmental or martial authority in hindering or defending against any of these
 - d) discharge, explosion or use of a weapon of mass destruction whether or not employing nuclear fission or fusion, or chemical, biological, radioactive or similar agents, by any party at any time for any reason
2. In respect of **Bodily Injury** or **Sickness** or loss or damage or expense which arises directly or indirectly from or in connection with or is aggravated by radioactive contamination
3. In respect of **Bodily Injury** or **Sickness** or loss or damage or expense which is recoverable under any other insurance policy or national programme which is applicable to the **Insured Person**
4. In respect of any claim arising directly or indirectly from the failure or fear of failure of any computer hardware or software or other electrical equipment to recognise or process any date as the true calendar date.

CLAIMS PROCEDURE

For all claims other than Medical Emergencies including Repatriation

If there are any circumstances that may give rise to a claim the Insured Person (or his/her legal or personal representative) must in respect of any claim:

1. Other than a claim under Section 11 Legal Expenses, contact the Insured as soon as practicable but within 30 days of such circumstances arising who will furnish the Insured Person with the relevant claim form.
2. Complete and submit the claim form to Speciality Claims Service Ltd (Claims Handler – at the contact below together with all receipts, reports and evidence requested on the claim form



Specialty Claims Services
PO Box 51541
London SE1 0XU
Tel: 020 7902 7410 Fax: 020 7928 4748

ARCH MEDICAL ASSISTANCE

For Medical Expenses including Repatriation

An Emergency twenty-four hour assistance service operated by **Speciality Assist Ltd (Assistance Company)** is available relating to the following aspects:

- ❖ Medical Emergencies including Repatriation to the Insured Persons country of domicile
- ❖ Advice in respect of EHC approved facilities.
- ❖ Help with the arrangements of the return flights to the Insured Person's country of domicile in the event of the Bodily Injury or Sickness of a close relative, Fiancé(e) or other close business colleague of the Insured Person
- ❖ Assistance with flight arrangements for replacement of an employee
- ❖ Help with replacement travel documents by liaising with the relevant organisations and authorities
- ❖ Lost baggage - help to trace lost personal possessions if the Insured Person provides a luggage tag number and a Property Irregularity Report
- ❖ Advice on how and where to contact the local Consulate/Embassy
- ❖ General advice and guidance for relatives and/or employer of the Insured Person if hospitalised abroad (NB: medical information will be divulged to the Insured Person's next of kin only)



Specialty Assist
London, UK
Tel: +44 (0)20 7902 7405 Fax: +44 (0)20 7928 4748
Email: operations@specialty-assist.com

Please note; Failure to contact the Assistance Company could effect entitlement to benefit. It is a condition of this insurance that the Assistance Company is notified prior to the Insured Person incurring medical expenses including being admitted as an inpatient at any hospital, clinic or nursing home or prior to any repatriation arrangements being made.

SECTION 1 – MEDICAL & ADDITIONAL EXPENSES

The **Company** will pay up to the limit shown on the **Schedule** in respect of:

- A. i) medical, hospital and treatment expenses (including the cost of emergency dental treatment for the immediate relief of pain only but limited to £500 in total) ambulance charges, physiotherapy up to a maximum of £250 in respect of each and every claim, cost of rescue services, reasonable accommodation and/or travelling and/or repatriation expenses (including such reasonable and necessary additional accommodation and travelling expenses including those of one **Relative** or friend required to stay or travel with the **Insured Person** of if you are a child and require an escort) to the United Kingdom (or Country of nationality provided that the **Company** has been notified of the Country prior to travel and an additional premium required has been paid) necessarily and reasonably incurred outside the United Kingdom on medical advice as a direct result of the Insured Person sustaining accidental **Bodily Injury** or suffering the onset of **Sickness** during the **Operative Time**
- ii) reasonable additional hotel and travel costs incurred in the event of the necessary repatriation of the **Insured Person** to his/her place of business within the United Kingdom as a result of the sudden and unexpected death, serious injury or serious illness occurring during the **Operative Time** of the **Insured Person's Relative** or **Close Business Colleague**
- B. the reasonable charges in the event of death occurring during the **Operative Time** of:
 - i) burial or cremation of the **Insured Person** in the locality where death occurs not exceeding £1,000 in total
 - ii) transporting the **Insured Person's** remains or ashes to his/her home in the United Kingdom (excluding funeral or interment costs) not exceeding £5,000 in total subject to prior approval of the **Company**

Provided that:

- A. cover under this Section shall apply only in respect of **Journeys** outside the United Kingdom
- B. as soon as is practicable after the occurrence of **Bodily Injury** or **Sickness** which may be the subject of compensation under this insurance the **Insured Person** shall place himself/herself under the care of a qualified medical practitioner whose advice he/she must follow
- C. the total amount payable shall not exceed the sum shown in the **Schedule** and shall only be in respect of costs incurred within 12 months of the date of the incident giving rise to the claim
- D. the **Company** reserves the right to repatriate to the United Kingdom when in the opinion of the **Company's** medical advisors the **Insured Person** is fit to travel
- E. the **Assistance Company** is notified:
 - i) prior to the **Insured Person** being admitted as an inpatient at any hospital, clinic or nursing home
 - ii) prior to any repatriation arrangements being made

iii) in the event of the death of the **Insured Person**, prior to burial, cremation or transportation of the **Insured Person's** remains to the United Kingdom

Excess

This insurance does not cover the amount shown as the excess in the **Schedule** as the first amount in respect of each separate incident. This amount is reduced to the amount shown where the Insured Person uses their **EHIC** at a facility that is registered in the country to provide state healthcare.

Exclusions

This insurance does not cover:

1. any expenses incurred in respect of **Bodily Injury** or **Sickness** which arises directly or indirectly from or in connection with or is aggravated by any medical condition for which an **Insured Person** has received medical advice or treatment in the twelve months prior to the commencement or last renewal of this insurance (whichever is the later) unless declared to and accepted by the **Company**
2. any claims arising if prior to the **Journey** the **Insured Person**:
 - A. is aware of any circumstances which could reasonably be expected to give rise to a claim under this section
 - B. have a cancerous, cardio-vascular, cerebro-vascular, renal, psychiatric, mental condition, mental illness, anxiety or depression
 - C. have any medical condition for which they are on a hospital or specialist's waiting list for inpatient or outpatient treatment or investigation
 - D. are awaiting the results of any tests or investigations
 - E. have been advised of a terminal prognosis
3. any claim if the **Insured Person** is travelling against medical advice or for the purpose of obtaining medical treatment
4. the following costs and expenses unless they have been authorised by the **Assistance Company**
 - A. inpatient, hospital, clinic or nursing home expenses
 - B. repatriation, transportation or additional hotel or travel costs and expenses
 - C. burial or cremation costs outside the United Kingdom
5. charges levied for services rendered or treatment received in the United Kingdom other than for transportation costs as approved by the **Company**
6. any elective treatment, surgery, exploratory tests or dental work
7. dental work involving precious materials
8. medical, hospital or treatment expenses which the **Insured Person** knows at the time of departure on the **Journey** will be required to be continued during the course of such **Journey**
9. charges levied or services rendered or treatment received after 12 months from the date of any incident giving rise to a claim

SECTION 2 – CANCELLATION & CURTAILMENT EXPENSES

The **Company** will pay up to the limits shown on the Schedule in respect of the otherwise irrecoverable loss of deposits, instalments and balances paid or contracted to be paid by the **Insured Person** for the **Journey** in respect of travel and accommodation booked prior to the scheduled date of departure to commence such **Journey** and incurred as a result of the necessary and unavoidable cancellation or curtailment of such **Journey** during the **Operative Time** due to:

1. the death, serious injury or serious illness occurring or manifesting itself during the Period of Insurance of the:
 - A. Insured Person or
 - B. person with whom the Insured Person is travelling or had arranged to stay or
 - C. Relative or Close Business Colleague of the Insured Person or of the person with whom the Insured Person is travelling or had arranged to stay
2. the Insured Person or person with whom he/she had arranged to travel or stay being summoned for jury service, subpoenaed as a witness at a court of law or compulsorily quarantined during the Operative Time
3. the Insured Person's home within the United Kingdom or the home within the United Kingdom of any person with whom the Insured Person is travelling being rendered uninhabitable by fire, storm or flood up to 14 days before the departure date
4. the presence of the Insured Person being required by the police following burglary at his/her home or normal place of business in the United Kingdom

Provided that at the time of effecting this insurance or booking the Journey the Insured Person was not aware of any reason why such Journey may have to be cancelled or curtailed

Conditions

1. Notification
 - A. Cancellation – Notification of cancellation of the Journey must be given:
 - i) verbally to the **Claims Handler**
 - ii) in writing to the tour operator or travel agent (or in respect of Journeys not arranged via a tour operator or travel agent – to the accommodation and transport providersImmediately the circumstances giving rise to the cancellation occur
 - B. Curtailment – notification of curtailment of the Journey must be given to the Assistance Company prior to the Insured Person arranging to return from the Journey

Excess

This insurance does not cover the amount shown as the excess in the **Schedule** as the first amount in respect of each separate incident

Exclusions

1. Any claim arising out of a material fact which was not declared either when this insurance started or up to the date of the **Insured Person's Journey**
2. Cover under this Section shall not apply in respect of:
 - A. death, injury or illness of persons not specifically mentioned herein
 - B. curtailment not notified to and authorised by the **Assistance Company** prior to the **Insured Person** arranging to return from the **Journey**

- C. the disinclination to travel of the **Insured Person** or any person with whom he/she is travelling

SECTION 3 – PERSONAL ACCIDENT

To pay to the **Insured Person** the applicable under-mentioned benefit if during the **Operative Time** the **Insured Person** sustains accidental bodily injury by violent external and visible means (including unavoidable exposure to the natural elements) which independently of any other cause and within 12 months from the date of such bodily injury results in:

Benefits

1. Death - £25,000
2. Loss of Limb – meaning total and permanent loss of use by physical separation or otherwise of one or both hands at or above the wrist joint and/or one or both feet at or above the level of the ankle (talo-tibular) joint - £25,000
3. Loss of Sight in one or both eyes – meaning total and permanent loss of sight which shall be deemed to have occurred:
 - A. in both eyes when the **Insured Person's** name has been added to The Register of Blind Persons on the authority of a qualified ophthalmic specialist - £25,000
 - B. in one eye when the degree of sight remaining after correction is 3/60ths or less on the Snellen Scale and the **Company** is satisfied that the condition is permanent and without expectation of recovery - £25,000
4. Permanent Total Disablement – meaning total and permanent disablement which prevents the **Insured Person** from engaging in or giving attention to any business or occupation of any and every kind having lasted for 12 consecutive months from the date of the accident and having been proved to the **Company's** satisfaction to be beyond hope of improvement - £25,000

Conditions

1. The **Company** shall not pay more than one benefit in connection with the same accident
2. In respect of any **Insured Person** under the age of 16 years or over the age of 70 years at the time of **Bodily Injury**, Benefit 1 Death will be limited to £1,000

SECTION 4 – EMPLOYEE REPLACEMENT

The **Company** will pay up to the limits shown on the Schedule for additional expenses necessarily and reasonably incurred in sending another employee overseas to replace an **Insured Person** who has to be replaced and return home before the completion of their work overseas for any of the following reasons:

- i) The death, bodily injury, illness or compulsory quarantine of an **Insured Person**
- ii) The Hi-jack of an **Insured Person**
- iii) The death, bodily injury or illness of a close relative of the **Insured Person**, which necessitates their return to the home

SECTION 5 – TRAVEL DELAY & MISSED DEPARTURE

Travel Delay - To pay up to the limits shown below in total in the event of:

1. strike, industrial action, riot or civil commotion, adverse weather conditions or mechanical breakdown or
2. the temporary closure of the coach terminal, rail terminal, port or airport from which the **Insured Person** is due to depart to any event (not otherwise excluded) beyond the coach terminal, rail terminal, port or airport operator's control resulting in a delay of at least 12 hours (reduced to 6 hours in the case of scheduled air transport) in the departure of any coach, train, sea vessel or aircraft in which the **Insured Person** is booked to travel during the **Operative Time** on any leg of the **Journey**

A. Compensation

The **Company** will pay the **Insured Person** £25 for the first 12 hours delay in any single leg of the **Journey** (reduced to 6 hours in the case of scheduled air transport) plus £25 for each subsequent period of 12 hours delay in the same leg of the **Journey** and £25 for each period of 12 hours delay on any subsequent leg of the **Journey** subject to an overall maximum payment of £250

B. Abandonment

If after 24 hours delay in departure on the initial outward leg of the **Journey** the **Insured Person** wishes to cancel his/her **Journey** the **Company** will reimburse the final invoice cost of such **Journey** in respect of travel and accommodation up to but not exceeding the amount of Cancellation cover as shown on the Schedule

Provided that:

1. the **Insured Person** checks in at the coach terminal, rail terminal, port or airport according to the itinerary and obtains written confirmation from the carrier (or their handling agents) of the number of hours delay in departure of such conveyance from the time shown in the itinerary and the reasons for such delay
2. no warning of any such strike, riot, civil commotion, industrial action or inclement weather resulting in a claim under this Section had been given prior to booking the **Journey** or commencement of the **Operative Time** (whichever is the later)

Missed Departure - To reimburse the **Insured Person** up to £2,000 (or 100% of the final invoiced cost of the **Journey** whichever is the lesser) in respect of reasonable additional and otherwise irrecoverable travel expenses which the **Insured Person** necessarily and reasonably incurs during the **Operative Time** to purchase a ticket for an alternative **Journey** to reach his/her overseas destination or return from his/her overseas destination to his/her home or place of business within the United Kingdom from such overseas destination as a consequence of:

1. mechanical breakdown or strike, riot, civil commotion, industrial action or inclement weather commencing during the **Operative Time** and causing interruption of scheduled public transport services Provided that no warning of such strike, riot, civil commotion, industrial action or inclement weather had been given prior to booking the **Journey** or commencement of the **Operative Time** (whichever is the latter)
2. accident or mechanical failure of the private motor vehicle in which the **Insured Person** is travelling Provided that the private motor vehicle has been serviced in accordance with the manufacturer's recommendations
3. temporary closure of the coach terminal, rail terminal, port or airport from which the **Insured Person** is due to depart due to any event (not otherwise excluded) beyond the coach terminal, port or airport operator's control
4. abnormal and unforeseeable traffic congestion which the **Insured Person** can provide resulted in an increase in the time that such **Journey** would normally take of more than 2 hours occurring during the **Operative Time** and which causes the **Insured Person** to arrive at the coach terminal, rail terminal, port or airport too late to board the coach, train, sea vessel or aircraft upon which he/she had been booked to travel on his/her:
 - A. final international departure on the outbound **Journey** from the United Kingdom
 - B. final international departure on the return **Journey** to the United Kingdom

Excess

This insurance does not cover the amount shown in the as the excess in the Cancellation section of this insurance as the first amount in respect of each separate incident giving rise to a claim hereunder

Exclusions

This insurance does not cover claims arising if the **Insured Person** fails to:

1. take all reasonable steps to arrive at the coach terminal, rail terminal, port or airport on time
2. check in at the coach terminal, rail terminal, port or airport according to the official itinerary supplied and/or obtain:
 - A. written confirmation from the carriers (or their handling agents) of the number of hours delay and the reason for such delay
 - B. a repairer's report in the event of a claim in respect of accident, damage to or breakdown of the private motor vehicle in which the **Insured Person** was travelling

SECTION 6 – PERSONAL BAGGAGE

The **Company** will indemnify an **Insured Person** up to the amount stated in the **Schedule** in respect of accidental permanent loss of or damage to baggage (including clothing and personal effects, property worn or carried on the **Insured Person**, trunks, suitcases and like receptacles all being the property of the **Insured Person** taken, sent in advance or purchased whilst on the **Journey**) occurring during the **Operative Time**

Provided that:

1. A. any loss of or damage to baggage occurring in transit is reported immediately on discovery to the carrier (e.g. airline) and a written report (or in the case of an airline a Property Irregularity Report) is obtained from them
- B. all other losses must be reported to the local police within 24 hours of discovery and a written report obtained
2. when not being worn or carried by the **Insured Person** items of jewellery must be kept in a safe or safety deposit box if one is available within the booked accommodation occupied by the **Insured Person**
3. the **Company** shall not be liable:
 - A. in respect of Category 1
 - i) for more than £1,500 in all for personal computer, audio, gaming or camera equipment and for more than £1,000 per any one article, pair or set irrespective of single or joint ownership
 - ii) for more than £250 per any one article other than i) above, pair or set irrespective of single or joint ownership
 - B. in respect of Category's 2 & 3
 - i) for more than £1,500 per any one article, pair or set irrespective of single or joint ownership
 - ii) for more than £1,500 in total in respect of loss of or damages to **Valuables**
 - iii) for more than £1,500 in respect of business items
4. the **Company** will have the option of repair, replacement, reinstatement or cash payment based on the intrinsic value of the article(s) in question

Excess

This insurance does not cover the amount shown as the excess in the **Schedule** as the first amount of each and every claim

Exclusions

See Exclusions applicable to Sections 6,7,8 and 9 below

SECTION 7 – PERSONAL MONEY

The **Company** will indemnify an **Insured Person** up to the amount stated in the **Schedule** in respect of accidental loss of **Personal Money** owned solely by the **Insured Person** occurring during the **Operative Time** or during the 72 hours immediately prior to or subsequent to completion of the **Journey**

Provided that:

1. when not being carried by the **Insured Person Money** must be kept in a safe or safety deposit box if one is available within the booked accommodation occupied by the **Insured Person**
2. all losses are reported to the police within 24 hours of discovery and a written report obtained from them and in respect of loss of travellers cheques such loss is also reported to the appropriate issuing authority within 24 hours of discovery
3. loss of Sterling is limited to the amount permitted by currency regulations in force at the date of the **Journey** but not exceeding the total limit as stated in the **Schedule**

Excess

This insurance does not cover the amount shown as the excess in the **Schedule** as the first amount of each and every claim

Exclusions

See Exclusions applicable to Sections 6,7,8 and 9 below

SECTION 8 – COMPANY MONEY

The **Company** will indemnify an **Insured Person** up to the amount stated in the **Schedule** in respect of accidental loss of **Insured's Money** owned solely by the **Insured** and in the care and custody of the **Insured Person** occurring during the **Operative Time** or during the 72 hours immediately prior to or subsequent to completion of the **Journey**

Provided that:

1. when not being carried by the **Insured Person Money** must be kept in a safe or safety deposit box if one is available within the booked accommodation occupied by the **Insured Person**
2. all losses are reported to the police within 24 hours of discovery and a written report obtained from them and in respect of loss of travellers cheques such loss is also reported to the appropriate issuing authority within 24 hours of discovery
3. loss of Sterling is limited to the amount permitted by currency regulations in force at the date of the **Journey** but not exceeding the total limit as stated in the **Schedule**

Excess

This insurance does not cover the amount shown as the excess in the **Schedule** as the first amount of each and every claim

Exclusions

See Exclusions applicable to Sections 6,7,8 and 9 below

SECTION 9 – PASSPORT, TICKETS & DOCUMENTS

The **Company** will indemnify an **Insured Person** up to the amount stated in the Schedule in respect of replacement costs plus reasonable additional accommodation and travel expenses incurred only by the **Insured Person** as a result of the loss of his/her passport, tickets and other essential travel documents occurring whilst outside the United Kingdom during the **Operative Time**.

Provided that:

1. upon discovery immediate notification shall be given to the nearest British Consulate or if not holding a British passport to the **Insured Person's** nearest Embassy and a written report of the loss obtained from them
2. when not being carried by the **Insured Person** passports and other documents must be kept in a safe or safety deposit box if one is available within the accommodation occupied by the **Insured Person**

Exclusions applicable to Sections 6,7,8 and 9

This Insurance does not cover:

1. loss, damage, theft or attempt thereof:
 - A. money, credit cards, passport, documents or personal baggage left unattended in the open or any public space
 - B. the **Insured Person's** valuables, money, credit cards, passport or documents from any unattended vehicle or from personal baggage unless carried by hand and under the personal supervision of the **Insured Person**
 - C. personal baggage from any unattended vehicle:
 - i). between the hours of 9pm and 9am local time
 - ii) at any time unless the vehicle has been:
 - a) secured from unauthorised entry and
 - b) the personal baggage hidden from view and
 - c) there is evidence of violent and forcible entry to or exit from such vehicle
 - D. personal baggage from any rook rack, external rack or container
2. loss or damage caused by or arising from:
 - A. delay, confiscation or detention by Customs or other officials or authorities
 - B. fraud or deception
3. loss of or damage to:
 - A. stamps, contact or corneal lenses, hearing aids, alcohol, tobacco (or tobacco products), perishable goods, motor vehicles (or accessories), antiques or mobile telephones
 - B. sports equipment whilst in use
 - C. business goods, samples or tools
4. loss or damage due to wear and tear, gradual deterioration, atmospheric or climatic conditions, insects, parasites, vermin, mechanical or electrical breakdown, scratching, denting or any process of cleaning, drying, alteration or repair
5. shortages due to error, omission or depreciation in value
6. damage to brittle articles or depreciation in value

SECTION 10 – PERSONAL LIABILITY

The **Company** will indemnify an **Insured Person** against Legal Liability for **Damages** (and claimant's costs and expenses) and **Defence Costs** in respect of:

1. accidental **Bodily Injury** to or death, disease or illness of a third party caused by the **Insured Person** and occurring during the **Operative Time**
2. accidental physical loss of or damage to material property caused by the **Insured Person** and occurring during the **Operative Time**

Provided that:

1. the **Insured Person**
 - A. forwards to the **Claims Handler** immediately upon receipt every letter, claim, writ, summons or process.
 - B. notifies the **Claims Handler** in writing when the **Insured Person** has knowledge of any impending prosecution, inquest, fatal accident or ministry inquiry in connection with any such accident.
2. no admission, offer, promise, payment or indemnity is made or given by or on behalf of the **Insured Person** without the written consent of the **Company**

In the event of the death of the **Insured Person** the **Company** will indemnify the legal personal representatives of the **Insured Person** as though they were the **Insured Person** but only in respect of liability incurred by the **Insured Person**

Limit of Indemnity

The liability of the **Company** under this section for **Damages** and claimant's costs and expenses in respect of one occurrence or of a series of occurrences consequent on or attributable to one source or original cause or incident shall not exceed the amount shown in the **Schedule**

Excess

This insurance does not cover the amount shown as the excess in the **Schedule** as the first amount of each and every claim in respect of loss or damage to property

Exclusions

This insurance does not cover

1. accidental bodily injury to or death, disease or illness of any person under a contract of service or apprenticeship with the **Insured Person** arising out of and in the course of such contract of service or apprenticeship
2. liability in respect of loss of or damage to property belonging to or held in trust by or in the charge, care, custody or control of the **Insured Person** or any member of the **Insured Person's** family other than temporary accommodation
3. liability arising directly or indirectly by, through or in connection with the:

- A. ownership of any premises, land or building
- B. ownership, possession, control or use by or on behalf of the **Insured Person** of any:
 - i) mechanically propelled vehicle, aircraft or other aerial or aerospace device, hovercraft or watercraft (other than the use {but not ownership} on inland waterways of pontoons, hand propelled watercraft or watercraft less than five metres long powered by sail or an unmodified outboard engine rated by the original manufacturer at not more than 10bh)
 - ii) firearm
 - iii) animals (other than normally domesticated pet dogs within the United Kingdom)
- 4. liability arising directly or indirectly from the transmission of any communicable disease or Human Immunodeficiency Virus (HIV) and/or any HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or mutant derivatives or variations thereof
- 5. liability which attaches to the **Insured Person** by means of an agreement or contract unless such liability would have attached in the absence of such agreement or contract
- 6. punitive, exemplary or any multiple of compensatory damages
- 7. liability arising out of or in connection with the **Insured Person's** business, profession or employment

SECTION 11 – LEGAL EXPENSES

Important

Cover under this Section is underwritten and administered by DAS Legal Expenses Insurance Company Limited (DAS)

DAS agree to provide the insurance in this section as long as:

1. the **Date of Occurrence** of the **Insured Incident** is during the **Operative Time of cover**; and
2. any legal proceedings will be dealt with by a court, or other body which DAS agree to; and
3. for civil claims it is always more likely than not that an **Insured Person** will recover damages (or obtain any other legal remedy which DAS have agreed to) or make a successful defence

DAS will help in appealing or defending an appeal as long as the **Insured Person** informs DAS within the time limits allowed that they want to appeal. Before DAS pay the **Legal Costs** for appeals, DAS must agree that it is always more likely than not that the appeal will be successful.

DAS will pay the **Costs and Expenses** charged by a **Representative** appointed by DAS

The most DAS will pay for all claims resulting from one or more event arising at the same time or from the same cause is £50,000.

Definitions applicable to this section

Insured Person: Each person stated on the Schedule as being Insured.

Representative: The lawyer, or other suitably qualified person, who has been appointed by DAS to act for an **Insured Person** in accordance with the terms of this section.

Date of Occurrence: The date of the event which may lead to a claim. If there is more than one event arising at different times from the same cause, then the **Date of Occurrence** is the date of the first of these events.

Costs and Expenses: All reasonable and necessary costs chargeable by the **Representative** on a standard basis. DAS will also pay the costs incurred by opponents in civil cases if an **Insured Person** has been ordered to pay them, or pays them with DAS's agreement.

Insured Incident: DAS will negotiate for an **Insured Person's** legal rights in a claim against a party who causes the death of, or bodily injury to, the **Insured Person**.

Exclusions

DAS shall not be liable for:

1. A claim reported to DAS more than 180 days after the **Insured Person** should have known about the **Insured Incident**.
2. An incident or matter arising before the start of this cover.
3. Costs and Expenses incurred before DAS's written acceptance of cover.
4. Any claim relating to any illness or bodily injury which happens gradually or is not caused by a specific or sudden accident.
5. Defending an **Insured Person's** legal rights, but defending a counter-claim is covered.
6. Fines, penalties, compensation or damages which an **Insured Person** is ordered to pay by a court or other authority.
7. An **Insured Incident** intentionally brought about by an **Insured Person**.
8. A legal action that an **Insured Person** takes which DAS or the **Representative** have not agreed to or where the **Insured Person** does anything that hinders DAS or the **Representative**.
9. A claim relating to an **Insured Person** alleged dishonesty or alleged violent behaviour.
10. A claim relating to written or verbal remarks which damage an **Insured Person's** reputation.
11. A dispute with DAS not otherwise dealt with under Condition 7.
12. A claim directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date.
13. Apart from DAS the **Insured Person** is the only person who may enforce all or any part of this section and the rights and interests arising from or connected with 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 interests.
14. An application for judicial review.
15. Any **Costs and Expenses** that are incurred where the **Representative** handles the claim under a contingency fee arrangement.
16. A claim against Arch Insurance Company (Europe) Limited or its agents.
17. A claim against any insurance intermediary agent of Arch Insurance Company (Europe) Limited.
18. A claim relating to Deep Vein Thrombosis or its symptoms that result from an **Insured Person** travelling by air.

Conditions

An **Insured Person** must:

1. A. try to prevent anything happening that may cause a claim.
B. take reasonable steps to keep any amount DAS have to pay as low as possible.
C. send everything DAS ask for, in writing.
D. give DAS full details of any claim.
2. A. DAS can take over and conduct, in the name of an **Insured Person**, any claim or legal proceedings at any time and DAS can negotiate any claim on behalf of an **Insured Person**.

B. The **Insured Person** is free to choose a **Representative** (by sending **DAS** a suitably qualified person's name and address) if: (i) **DAS** agree to start court proceedings and it becomes necessary for a lawyer to represent the interests of an **Insured Person** in those proceedings; or (ii) There is a conflict of interest.

DAS may choose not to accept the **Insured Person's** choice, but only in exceptional circumstances. If there is a disagreement over the choice of **Representative** in these circumstances, the **Insured Person** may choose another suitably qualified person.

C. In all circumstances except those in 2(B) above, **DAS** are free to choose a **Representative**.

D. Any **Representative** will be appointed by **DAS** to represent an **Insured Person** according to **DAS** standard terms of appointment. The **Representative** must co-operate fully with **DAS** at all times.

E. **DAS** will have direct contact with the **Representative**.

F. An **Insured Person** must co-operate fully with **DAS** and the **Representative** and must keep **DAS** up to date with the progress of the claim.

G. An **Insured Person** must give the **Representative** any instructions the **DAS** require.

3. A. An **Insured Person** must tell **DAS** if anyone offers to settle the claim.

B. If an **Insured Person** does not accept a reasonable offer to settle a claim, **DAS** may refuse to pay further **Costs and Expenses**.

C. **DAS** may decide to pay an **Insured Person** the amount of damages that the **Insured Person** is claiming, or which is being claimed against them instead of starting or continuing legal proceedings.

4. A. An **Insured Person** must tell the **Representative** to have **Costs and Expenses** taxed, assessed or audited, if **DAS** ask for this.

B. An **Insured Person** must take every step to recover **Costs and Expenses** that **DAS** have to pay and must pay **DAS** and **Costs and Expenses** that are recovered.

5. If the **Representative** refuses to continue acting for an **Insured Person** or if an **Insured Person** dismisses an **Representative**, the cover **DAS** provide will end at once, unless **DAS** agree to appoint another **Representative**.

6. If an **Insured Person** settles a claim or withdraws it without the agreement of **DAS**, or does not give suitable instructions to a **Representative**, the cover **DAS** provide will end at once and **DAS** will be entitled to reclaim any **Costs and Expenses** **DAS** have paid.

7. If **DAS** and an **Insured Person** disagree about the choice of a **Representative**, or about the handling of a claim, **DAS** and the **Insured Person** can choose another suitably qualified person to decide the matter. **DAS** and the **Insured Person** must both agree to the choice of this person in writing. Failing this, **DAS** will ask the president of a relevant national law society to choose a suitably qualified person. All costs of resolving the disagreement must be paid by the party whose argument is rejected.

8. **DAS** may, at **DAS's** discretion, require the **Insured Person** to obtain, at their expense, an opinion from a lawyer or other suitably qualified person chosen by the **Insured Person** and **DAS**, as to the merits of a claim or proceedings. If the chosen person's opinion indicates that it is more likely than not that an **Insured Person** will recover damages (or obtain any other legal remedy that **DAS** have agreed to or make a successful defence, **DAS** will pay the cost of obtaining the opinion.

9. **DAS** will not pay any claim covered under any other policy, or any claim that would have been covered by any other policy if this cover did not exist.

10. This section will be governed by English law.

Eurolaw Legal Advice

DAS will give in connection with a trip an **Insured Person** confidential legal advice over the phone on any personal legal problem, under the laws of member countries of the European Union, Isle of Man, the Channel Islands, Switzerland and Norway.

DAS will not accept responsibility if the Helpline Service fails for reasons **DAS** cannot control.

To contact the above service, phone **DAS** on 0117 934 2111

When phoning, please quote your policy number and reference: AMT

SECTION 12 – HIJACK

In the event of the detention, internment, hijack or kidnapping of an **Insured Person** during the **Operative Time** the **Company** will pay £100 for each 24 hour period until release for a maximum of 100 days. In addition the **Company** will indemnify the **Insured Person** for additional expenses necessarily and reasonably incurred by way of legal, hotel, travel and related incidental expenses excluding ransom monies and the like to secure release of the **Insured Person**. The maximum sum recoverable under this **Section** is limited to the amount shown in the Schedule.

Exclusions

The **Company** shall not be liable to pay for:

1. Any claim relating to payment of ransom monies and the like.
2. Any claim arising out of any act(s) by an **Insured Person** that would be considered an offence by a court of the United Kingdom if committed in the United Kingdom.
3. Any claim where the detainment, internment, hijack or kidnap of an **Insured Person** is for a period of less than 1 day.

Conditions

No claims shall be payable under this Section unless:

1. The **Insured Person** has not engaged in any political or other activity that would prejudice this insurance
2. The **Insured Person** has no family or business connections that could be expected to prejudice this insurance or increase the **Company's** risk
3. All visas and documents are in order

WINTER SPORTS EXTENSION

The following Sections are covered if shown to be included on the Schedule

SECTION 13 – WINTER SPORTS EQUIPMENT

To pay up to the amount shown in the **Schedule** (after deduction of a suitable allowance for wear and tear and depreciation) in respect of accidental permanent loss of or damage to **Ski Equipment** being the property or responsibility of the **Insured Person** occurring during the **Operative Time** provided that:

1. the **Company** shall not be liable for more than £300 in total in respect of **Ski Equipment** hired by or to the **Insured Person**
2. The **Company** will have the option of repair, replacement, reinstatement or cash payment based on the intrinsic value of the article(s) in question

Excess

This insurance does not cover the amount shown as the excess in the **Schedule** as the first amount in respect of each separate incident giving rise to a claim hereunder

Exclusions

1. Exclusions 2, 3A, 3C, 4 and 5 of Exclusions applicable to Sections 6, 7, 8 and 9 will also apply to this Section
2. This insurance does not cover
 - A. theft or attempt thereof of **Ski Equipment** from any unattended vehicle
 - i. between the hours of 9pm and 9am local time
 - ii. at any time unless such vehicle has been secured from unauthorised entry and the **Ski Equipment** is:
 - a) hidden from view within the vehicle or
 - b) secured within a purpose-built lockable container fastened to the exterior of the vehicle and there is evidence that such theft involved violent and forcible means
 - B. theft or loss of **Ski Equipment** not reported to the local police within 24 hours and a written report is obtained from them

SECTION 14 – WINTER SPORTS EQUIPMENT HIRE

To pay up to the amount shown in the **Schedule** in respect of the reasonable and necessary charges for the emergency hire of **Ski Equipment** if during the **Operative Time** the **Insured Person** is deprived of the **Ski Equipment** taken on the Journey for 12 hours or more from the time of arrival at the booked destination on the outward leg of the Journey due to delay or misdirection by the carrier (e.g. airline) Provided that:

1. the non-arrival of the **Insured Person's Ski Equipment** is reported immediately to the carrier and a written report (or in the case of an airline a Property Irregularity Report) obtained from them
2. the **Insured Person** submits to the **Company** the receipts for all hire charges together with the carriers written report (or Property Irregularity Report) and written confirmation from the carrier of the number of hours delay

SECTION 15 – SKI PACK

To pay up to the amount shown in the **Schedule** in respect of the proportional return of the irrecoverable pre-booked cost of the lift pass, ski-school or **Ski Equipment** hire as a direct result of the **Insured Person** sustaining accidental bodily injury or suffering the onset of illness during the **Operative Time** which prevents him/her from participating in skiing facilities whilst certified medically unfit to do so

Provided that the **Company** has accepted liability under Section 1 Medical and Additional Expenses for the medical, hospital or treatment costs or expenses incurred in respect of such injury or illness or would have accepted liability were it not for the **Excess** under that Section of this policy

SECTION 16 – PISTE CLOSURE

This Section is only valid for **Journeys** between 1st December and 15th April

To pay up to the amount shown in the Schedule in total if during the **Operative Time** it is not possible for the **Insured Person** to ski in the resort to which he/she had intended to ski due to the closure of all on piste skiing facilities solely and directly as a result of lack of snow or excessive snow or avalanche or threat of avalanche such payment being in respect of:

1. the cost of transfer to an alternative ski area up to a maximum of £15 per day for each full day that the **Insured Person** is unable to ski in such resort plus up to £10 per day for the purchase of a lift pass or if no alternative on piste skiing areas are available
2. compensation at the rate of £30 per day for each full day that the **Insured Person** is due to ski in such resort but is unable to do so as a result of such total closure of all on piste skiing activities

Provided that the **Insured Person** provides the **Company** within 30 days of returning from the **Journey** with written confirmation from the tour operator's representative (or if unavailable – the ski lift operators) of the dates of closure and reason for closure of such on piste skiing facilities

COMPLAINTS

It is our intention to provide you with a first class service; however, there may be occasions when you feel that this objective has not been achieved. If you are dissatisfied with any aspect of the service that you receive, please contact your insurance broker:

McGregor Insurance Service Ltd
The Aviation Centre, Crossoak Lane, Salfords, Redhill, Surrey. RH1 5EX

Or

The Complaints Manager
Arch Insurance Company (Europe) Ltd
6th Floor, Plantation Place South, 60 Great Tower Street, London EC3R 5AZ

Please state the nature of your complaint. Quote the policy and/or claim number, the name of any claim handling organisation with whom you have been dealing and their reference number.

You will receive an acknowledgement within 5 working days of receipt of your complaint together with a detailed timetable of the actions we will take to investigate/handle your complaint.

If after taking this action you are dissatisfied with our response please write to:

Chief Executive Officer
Arch Insurance Company (Europe) Ltd
6th Floor, Plantation Place South, 60 Great Tower Street, London EC3R 5AZ

If the matter is not resolved to your satisfaction you have the right to refer your complaint to an independent authority for consideration. Please contact:

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

The Financial Ombudsman Service will become involved if you are an eligible complainant as defined by the rules of the Financial Services Authority.

The existence of this complaints procedure does not affect any right of legal action you may have against Arch Insurance Company (Europe) Ltd