# **Fit2Travel**

Your Fit2Travel Travel Insurance Policy Gold Cover

**Backpacker and Longstay** 

## Master Policy Number GP0010450

For policies issued between 17/10/2022 to 30/09/2023

This policy is for residents of the United Kingdom or the Channel Islands.

Fit2Travel insurance is provided by Brokersure Ltd who are authorised and regulated by the Financial Conduct Authority under Firm Reference Number 501719.

Unless otherwise stated this Insurance is underwritten by Arch Insurance (UK) Limited (FCA Register No: 229887). Arch Insurance (UK) Limited are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

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## Your contract

Each person to be insured named on the policy is deemed to have a separate insurance for the purposes of the terms, conditions, limitations, exclusions and declaration.

This policy and schedule together with any endorsements that apply, form the contract of insurance between you and us.

These documents set out the full terms and conditions of the contract between you and us and should be kept in a safe place.

Please read **your** insurance documents carefully to ensure that all details are correct. It is important **you** check that the information **you** have given **us** is accurate and complete - see Information given to Insurers. If there is anything in these documents **you** do not understand, please contact **your** Broker.

You must comply with your duties under each section and under the policy as a whole.

We agree to insure **you** according to the Table of Benefits shown in the schedule for loss, damage, injury or illness sustained by or a claim made against **you** arising out of or in the course of a trip subject to the terms, conditions, limitations and exclusions contained in or endorsed on this policy.

Steve Bashford For the Underwriters Chief Executive of Arch UK Regional Division A division of Arch Insurance (UK) Limited

Important meanings in this section: we/us – Arch Insurance (UK) Limited. you/your – means the Insured Person/Insured Persons named on the insurance schedule.

## About this policy

- This policy is a legal contract between **us** and **you**.
- Any legal action or proceedings arising out of or in connection with this policy will be subject to and construed solely in accordance with the Law of England and Wales. All
  disputes arising out of or in connection with the policy will be subject to the exclusive jurisdiction of the Courts of England and Wales.
- All communications from us will be in English.
- Travel insurance policies have specific requirements for making successful claims.
- This insurance document shows details of your travel insurance policy and any additional policy extensions available, including the sections of cover, limits, excesses, conditions and exclusions. It also tells you what you need to do should you have to make a claim. Please take the time to read and understand it straight away as not all travel insurance policies are the same.
- We will be entitled to take over and deal with (subrogate) the defence or settlement of any claim against the responsible 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.
- We will not make any payments for any event that is covered by another valid insurance policy that more specifically responds to such event.
- We will pay for any insured event, as described in this policy, that happens during the **period of insurance** and for which **you** have paid the appropriate premium subject to the terms and conditions of this policy.
- We will not pay for any claim where we reasonably conclude that the policy was purchased with the intention of making a claim or to cover a known event.
- Each section clearly shows what you are, and what you are not, covered for. If your circumstances do not fit those described, there is no cover in place.
- Once the policy has been issued you must understand that no alterations and/or additions to the printed terms and conditions of this policy are valid unless made in writing by us.
- We will not pay medical costs in excess of customary and reasonable levels of charging.
- We will not cover any loss, damage, death, disablement or expenses directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, Acts of Terrorism, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority. This exclusion will not apply to Section B4 If you need emergency medical treatment abroad, providing you did not travel against the advice of the Foreign, Commonwealth and Development Office (FCDO).
- We will not cover any loss or destruction or damage or any expense whatsoever resulting from ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or, the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof or contamination or poisoning due to the effects of chemical or biological and/ or radioactive substances.

#### Important meanings in this section:

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

known event – an existing, publicly announced or publicly broadcasted occurrence such as government directives, unusual weather conditions, road traffic accidents, passport or customs delays or a strike.

period of insurance - the trip dates shown on the insurance schedule.

trip - travel during the period of insurance.

United Kingdom - England, Scotland, Wales, Northern Ireland, Isle of Man and the Channels Islands.

we/our/us - Arch Insurance (UK) Limited.

you/your - means the Insured Person/Insured Persons named on the insurance schedule.

## Important Information – Please read carefully

#### Information you have given us

In deciding to accept this insurance and in setting the terms and premium we have relied on the information you have given us. You must take care when answering any questions we ask by ensuring that all information provided is accurate and complete.

If we establish that you deliberately or recklessly provided us with false or misleading information, we will treat this insurance as if it never existed and decline all claims and we will not return the premium paid.

If we establish that you carelessly provided us with false or misleading information it could adversely affect your insurance and any claim. For example, we may:

- treat this insurance as if it had never existed and refuse to pay all claims and return the premium paid. We will only do this if we provided you with insurance cover which we would not otherwise have offered; or
- amend the terms of your insurance. We may apply these amended terms as if they were already in place if a claim has been adversely impacted by your carelessness; or
- charge you more for your insurance 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 you; or
- cancel your insurance in accordance with the 'Cancellation of this policy' section on page 10.

#### We or your insurance broker will write to you if we:

- intend to treat this insurance as if it never existed; or
- need to amend the terms of your insurance; or
- require you to pay more for your insurance.

## Fraud

If you or anyone acting on your behalf:

- makes a false, fraudulent or exaggerated claim;
- supports a claim with false or fraudulent documents, devices or statements, even if the claim itself is genuine; and/or
- makes a claim for loss which was deliberately caused by you or anyone acting on your behalf

#### We shall, at our absolute discretion:

- refuse to pay the whole of the claim;
- recover from you any sums which we have already paid in connection with the claim; and/or
- terminate the policy with effect from the date when the fraud was committed.

We shall not refund any premium if we know or have reasonable grounds to suspect that fraud has been committed.

## **Contracts (Rights of Third Parties) Act**

A person or entity not a party to the policy has no right under the Contacts (Rights of Third Parties) Act 1999 to enforce a term of the policy.

#### **Non-Assignment**

You may not assign or transfer any rights under the policy without prior written consent.

#### Sanctions

We shall not be deemed to provide cover and we shall not be liable to pay any claim or provide any benefit under the 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.

#### Your Insurers

An Insurer is not jointly liable for liability of any other that underwrites this policy.

## This insurance will only be valid if, at the time you bought the policy, everyone named on the insurance schedule:

- is a resident of the United Kingdom and has not spent more than 6 months abroad in the 12 months prior to buying this policy;
- is not already abroad when the trip starts;
- is taking a trip which starts and ends in the United Kingdom;
- is travelling within the period of insurance unless we have been asked, and we have agreed, to extend the policy and confirmed this in writing to you;
- · takes all possible care and precautions to safeguard against accident, injury, loss or damage and not act in a reckless manner;
- has told us about any existing medical condition and/or prescribed medication and received confirmation that we will provide cover for them;
- is not travelling against the advice of their doctor or a medical professional;
- is not travelling specifically to receive medical treatment abroad or in the knowledge that they are likely to need any medical treatment;
- if aged 17 years or under, is travelling with one of the named insured adults on the insurance schedule;
- is not going on a cruise unless they have paid the additional premium and received confirmation from us in writing;
- is not travelling to an area that is classified as 'Advise against all travel or Advise against all but essential travel' by the Foreign, Commonwealth and Development Office (FCDO) at any point during the **period of insurance**;
- is aware that there is no cover under this policy if you purchased this insurance with the reasonable intention or likelihood of claiming.

If any of the above does not apply to your situation, please call us on 0330 880 1791 to ensure you have cover.

Important meanings in this section: abroad – anywhere outside of the United Kingdom. existing medical condition – see page 10.period of insurance – the trip dates shown on the insurance schedule. trip – travel during the period of insurance.	United Kingdom – England, Scotland, Wales, Northern Ireland, Isle of Man and the Channel Islands. we/our/us – Arch Insurance (UK) Limited. you/your – means the Insured Person/Insured Persons named on the insurance schedule.
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## What you should do if you need out-patient treatment or treatment for a minor injury or illness



PLEASE NOTE: This is a travel insurance policy and not private medical insurance. This means there is <u>no cover</u> for any medical expenses incurred in private facilities if medically capable public facilities are available. This is because in our experience the best doctors, treatment and optimal care are found in regulated state and public hospital and medical facilities no matter where you are in the world.

## Travel and Medical Assistance from CEGA

## +44 (0) 1243 621 501

CEGA employs a multilingual team of highly skilled and experienced professionals who provide travel and medical assistance services required by today's traveller: We have customised the services CEGA provide to protect the health of all travellers insured under this Policy When a traveller falls ill or suffers an accident whilst overseas or requires any other travel or medical-related help, CEGA's dedicated in-house teams of doctors, nurses and case managers are on hand 24/7. Their highly experienced specialists provide business travellers with the highest quality advice, support and assistance including emergency evacuation and repatriation.

Please contact CEGA Assistance on the number above as soon as possible if any medical expenses are likely to exceed £500 or if you are admitted to hospital.

## **RECIPROCAL HEALTH ARRANGEMENTS**

## European / Global Health Insurance Card (EHIC and GHIC)

If you already have a valid EHIC, it will continue to entitle you to reduced-cost, sometimes free, medical treatment that becomes necessary while you are in a European Economic Area (EEA) country or Switzerland. The EEA consists of the European Union (EU) countries plus Iceland, Liechtenstein and Norway. Cover will end on the expiry date of your EHIC. If you do not have a valid EHIC or it is due to expire before you travel, you can apply for a GHIC. This entitles you to reduced-cost, sometimes free, medical treatment that becomes necessary while you are in a European Union Area (EU) country. These cards give access to state-provided medical treatment only. Remember, this might not cover all the things you would expect to get free of charge from the NHS in the UK. You may have to pay towards the cost of your care. You can apply for an GHIC online at <u>www.ghic.org.uk</u> or by calling 0300 330 1350.

Please Note: The EHIC / GHIC do not cover the cost of medical treatment in a private hospital or clinic, the cost of returning to the **United Kingdom**, or for a close relative to stay with you or fly out to be with you. In a medical emergency you may have no control over the hospital you are taken to, and the closest hospital may be private.

## Australia

If you are travelling to Australia you should enrol in Medicare. This will entitle you to reduced-cost hospital treatment and medicines. You can enrol by contacting a local Medicare office in Australia. All claims for refunds under the Medicare scheme must be made before you leave Australia. For more information on Medicare visit the website at <u>www.medicareaustralia.gov.au</u> or email <u>medicare@medicareaustralia.gov.au</u>.

If you make use of these reciprocal health arrangements, or any other reciprocal health arrangement around the world, and this reduces your medical expenses, you will not have to pay an excess under Section B4 – If you need emergency medical treatment abroad.

## WHAT TO DO IF YOU HAVE A MEDICAL EMERGENCY WHILE YOU ARE AWAY



PLEASE NOTE: This is a travel insurance policy and not private medical insurance. This means there is <u>no cover</u> for any medical expenses incurred in private facilities if medically capable public facilities are available. This is because in our experience the best doctors, treatment and optimal care are found in regulated state and public hospital and medical facilities no matter where you are in the world.

You must call us on +44 (0) 1243 621 501 as soon as possible

Whilst the actual medical care and treatment you receive is in the hands of the local doctors and local facilities treating you, CEGA Assistance can assist you by obtaining the medical information we need from them to establish and understand what is wrong as well as their treatment and discharge plans. CEGA Assistance can also support you in the event that you are admitted to a medical facility that may not be suitable for your clinical needs or when there are concerns over medical practices.

CEGA Assistance can advise on, and put in place, suitable repatriation plans to get you home as soon as it is medically safe to do so. CEGA Assistance will liaise with the treating doctor to get a fit to fly certificate when needed, with aero-medical experts, and will advise on both the timing and method of repatriation that is best suited to your individual needs and your optimal recovery.

## WE FEEL THAT IT IS IMPORTANT THAT YOU ARE AWARE OF THE FOLLOWING:

<ul> <li>Medical Treatment</li> <li>There is no cover under our policies for: <ul> <li>routine, non-emergency or elective treatment; or</li> <li>treatment that can reasonably wait until you return home</li> </ul> </li> <li>CEGA Assistance will be solely responsible for all decisions on the most suitable, practical and reasonable solution to any problem. Do not attempt to find your own solution as we may not reimburse you without prior authorisation. Failure to contact CEGA Assistance may invalidate your claim.</li> <li>In some scenarios, you may need to be moved from one medical facility to another which is more specialised to ensure that you receive the best possible treatment and care just as you would in the United Kingdom.</li> </ul>	<ul> <li>Having travel insurance does not mean you will receive 'fast track' medical treatment, much as in the United Kingdom, emergency rooms can be busy and you may have to wait to be seen as you would in your local NHS hospital unless you require critical emergency care.</li> <li>Once you have been discharged from hospital, you may not be medically 'fit to fly' home straight away. Some injuries, illness, surgery or treatment will mean that you need to stay abroad for a period to recover before you can safely return home.</li> <li>Some medical facilities will raise charges that are far in excess of what is customary and reasonable. We will deal with such bills directly with the facility and there is no need for you to pay them. You simply need to pass any correspondence about such bills to CEGA Assistance immediately to ensure we can provide full financial protection.</li> </ul>
<ul> <li>Repatriation (bringing you home)</li> <li>Coming home straight away is not always an option even if you are considered 'fit to fly' by the treating doctor. This all depends on your expected recovery time and stability.</li> <li>CEGA Assistance have a dedicated in-house medical team with experience in aviation medicine who will advise on both the timing and method of repatriation that is best suited to your individual needs and optimal recovery.</li> <li>Most airlines require very specific criteria to be met in order to accept a 'medical passenger'.</li> </ul>	<ul> <li>Things change – if your health or stability change, then so may the repatriation plans.</li> <li>Availability of air ambulances, stretchers and appropriate medical escorts can be limited in specific areas and at different times of the year.</li> <li>Air ambulances are 'flying intensive care units' and are usually used to transport critically ill patients to the United Kingdom if the appropriate treatment and care is not possible where they are.</li> </ul>

## IF YOU NEED EMERGENCY MEDICAL ASSISTANCE ABROAD

This policy includes a 24 hours emergency medical assistance service.

In the event of an Insured Person suffering a serious injury or illness which may lead to hospital treatment as an in-patient or emergency repatriation contact Cega Assistance immediately on telephone number: +44 (0) 1243 621 501 Or email: assistance@cegagroup.com

<b>TO MAKE A CLAIM</b> please contact us as soon as possible - please keep copies of all information you send us						
Travel Claims	End Suppler Claims					
Sections A1, B1-B2, B4-B14	Sections A2 & B3					
CEGA Claims Service PO Box 127, Chichester, West Sussex, PO18 8WQ. Email: <u>claims@cegagroup.com</u> Telephone: 0345 258 7172	IPP Claims as Sedgwick, Oakleigh House, 14-15 Park Place Cardiff CF10 3DQ. United Kingdom Email: <u>insolvency-claims@ipplondon.co.uk</u> Telephone: +44 (0)345 266 1872 Website: <u>www.ipplondon.co.uk/claims.asp</u>					
FOR LEGAL ADVICE AND LEGAL EXPENSES CLAIMS – SECTION B15						
please contact DAS Legal Expenses Insurance Company on +44 (0) 117 934 0470						
TO ASK A QUESTION OR AMEND YOUR POLICY						
To amend or cancel your policy please call us on 0330 880 1791						
Or email us: enquiries@fit2travel.co.uk						

## Your health – When buying the policy and for the duration of the policy

#### Have you or anyone named on the policy ever been diagnosed with or treated for any:

- cancerous, respiratory, heart or circulatory conditions (problems with blood flow, including strokes, high blood pressure, and cholesterol)?
- psychological conditions such as stress, anxiety, depressions, or psychiatric condition such as eating disorders, drug or alcohol abuse or mental instability? Within the last 2 years, have you or anyone named on the policy:

## • been prescribed medication, or received treatment or attended a medical practitioner's surgery?

• attended a hospital or clinic as an out-patient or in-patient?

## Have you or anyone named on the policy:

- been currently put on a waiting list for treatment or investigation?
- been given a terminal prognosis?

If the answer is YES to any of the above you must declare them to us; you cannot choose what you declare and what you don't.

We need to understand your health as a whole to be able to assess the risk you present in the lead up to your trip and while you are travelling. If any of the above apply to you and you do not declare them, any claim you make whether it is related or not, may only be paid in part or declined altogether.

Similarly, if there is a CHANGE IN YOUR HEALTH BEFORE YOUR TRAVEL, such as new or increased medication, any referral for tests or a specialist appointment, or a new diagnosis/course of treatment, <u>you must tell us</u> or again any claim you make whether it is related or not, may only be paid in part or declined altogether.

If we feel that anything you tell us might increase the risk and chance of a claim, we may ask you to pay an additional premium or change the policy terms or withdraw cover altogether.

#### To declare an existing medical condition(s) or a change in health please call us on: 0330 880 1791

Should your medical situation change before you travel, and we are unable to continue providing cover, we will either allow you to make a claim for cancellation or, for **backpacker longstay policies** we will refund 50% of the total policy premium you have paid.

Cancellation of the Policy							
If the policy does not meet your needs	If you ask us to cancel the policy after 14 days	When we might cancel your policy					
and you choose to cancel within 14 days							
<ul> <li>If you find that the terms and conditions of the policy do not meet your needs and you no longer wish to be covered by the policy, you must tell us within 14 days of purchasing the policy.</li> <li>we will refund your premium in full provided you have not travelled or claimed, or intend to claim, on the policy.</li> </ul>	We will consider a partial refund should you wish to cancel your policy outside of the 14 day cooling off period provided you have not travelled or claimed, or intend to claim, on the policy. <b>Backpacker Longstay Policies</b> – If we agree to a refund, then we will refund 50% of the total policy premium you have paid.	<ul> <li>We reserve the right to give 7 days' notice of cancellation of this policy, without a refund, by recorded delivery to you at your last known address in the event of the following circumstances:</li> <li>fraud or reasonably suspected fraud;</li> <li>misleading information or deliberate misrepresentation;</li> <li>abusive behaviour to our staff.</li> </ul>					

## **Cover Table**

This table shows you what cover may be available under this insurance policy and is subject to the terms, conditions and exclusions already mentioned and detailed in the individual policy sections. Please be aware that if your circumstances do not fit those described, then there is no cover in place. The amounts shown under 'We will pay up to' are the maximum amounts payable under each policy sections for each insured person. Please note: Some sections have individual item limits, or limits to the amount paid per period; please refer to the individual policy sections for these limits. The 'Excess' is the amount that will be deducted from your claim for each insured person, unless you purchased and paid the additional premium for an Excess Waiver. Please be aware that the excess waiver does not apply to any increased excess applied to your declared medical conditions.

Cover		We will pay up to	Excess	
Page No.	Your pre-travel policy – Cancellation	Section		
13-14	Cancellation – If you are unable to go on your trip	A1	£2,500	£50
15-16	If your end supplier fails financially before you leave home	A2	£2,500	Nil
Page No.	Your travel policy – Trip Disruption	Section		
19-20	If you miss your departure or onward connection	B1	£500	Nil
21-22	Abandonment – If you decide to abandon your travel plans	B2	£2,500	£50
23-24	If your end supplier fails financially while you are away	B3	£2,500	Nil
Page No.	Your travel policy – Medical & Curtailment	Section		
25-26	If you need emergency medical treatment abroad	B4	£10,000,000	£50
27-28	If you need to be brought home	B5	£100,000	£50
29-30	If you are buried or cremated abroad	B6	£2,500	Nil
31-32	If you are admitted to a public hospital or confined to your trip accommodation	B7	£400	Nil
33-34	Curtailment – If you have to cut short your trip	B8	£450	£50
Page No.	Your travel policy – Possessions	Section		
35-36	If your valuables are lost, stolen or accidentally damaged	B9	£350	£50
37-38	If your other possessions are lost, stolen or accidentally damaged	B10	£2,000	£50
39-40	If your cash or event tickets are lost or stolen	B11	£500	£50
41-42	If you need emergency travel documents	B12	£500	Nil
Page No.	Your travel policy – Legal & Personal Accident	Section		
43-44	If you are killed, injured or disabled following an accident	B13	£15,000	Nil
45-46	If you are held legally liable for injury or damage	B14	£1,000,000	£50
47-54	If you need legal advice & legal expenses	B15	£50,000	£50

## YOUR PRE-TRAVEL POLICY – Sections A1 – A2

Your pre-travel policy starts from the date of cover shown on your insurance schedule, and ends when you leave home in the United Kingdom to start your trip.

Any trip taken within the United Kingdom must be a minimum of 2 nights away in booked accommodation and a minimum of 50 miles away from your home.

Please Note: If your circumstances do not fit those described, then there is no cover in place.

## Please be aware that we expect you to:

• Co-operate with us to provide any information or documentation we may reasonably require to enable us to verify and process your claim;

Have declared all your existing medical conditions to us. If you need to make a declaration, please call 0330 880 1791.

Important notice regarding the health of someone not insured on this policy, but whose health may affect your decision whether to take or continue with your trip

You will not be covered for any directly or indirectly related claims arising from the health of a travel companion, a family member/close friend, or the person you were going to stay with, if at the time your policy was issued you were aware they had health problems that were likely to significantly worsen during the period of insurance or where they suffer from a chronic ongoing medical condition.

 Important meanings in this section:

 co-operate – provide us with any information or documentation we may reasonably require to enable us to verify and process your claim.

 directly or indirectly related claims – a medical problem that is more likely to happen because of another medical problem they already have.

 existing medical condition – see page 10.

 family member – any person who is related to you by blood, marriage, adoption, fostering or co-habitation.

 period of insurance - the trip dates shown on the insurance schedule.

 travel companion – a person(s) with whom you have booked to travel on the same travel itinerary.

 trip – travel during the period of insurance.

 United Kingdom – England, Scotland, Wales, Northern Ireland, Isle of Man and the Channel Islands.

 we/our/us – Arch Insurance (UK) Limited.

you/your - means the Insured Person/Insured Persons named on the insurance schedule.

## Cancellation – If you are unable to go on your trip – Section A1

## If this happened:

You were forced to cancel your trip because the following unexpectedly happened before you left home which you would not have been expected to foresee or avoid:

- you, anyone insured on this policy, a travel companion, the person you were going to stay with, or a family member/close friend, became ill, were injured or died;
- you, anyone insured on this policy, or a travel companion, were diagnosed with an infectious disease within 14 days of your trip starting (including contracting Covid-19);
- your home was burgled, or seriously damaged by fire, storm or flood;
- you, or a travel companion were called for jury service or required as a witness in a court of law;
- you, or a travel companion were made redundant;
- your home or pre-booked accommodation was damaged by a natural disaster in either the United Kingdom or at your trip destination within 48 hours of your intended departure;
- you, or a travel companion had leave withdrawn and are in the armed forces (including reserves and territorial), emergency services, medical or nursing professions (in the public sector) or senior employees of the government;
- as a result of fire, earthquake, storm, flood, riot or civil unrest; the Foreign, Commonwealth & Development Office (FCDO) or comparable prohibitive regulations by the government of the country **you** were due to visit and within 50 miles of **your** chosen destination, change the travel advice to all or all but essential travel.

## This is what we will do:

We will pay up to

## £2,500

## for <u>your proportional share</u> of any pre-paid costs that are directly related to your trip for:

- transport charges
- accommodation costs
- foreign car hire
- pre-paid excursions booked before you go on your trip

which **you** have paid and cannot get back from anyone else in the first instance, or which cannot be transferred or used for another purpose and results in a financial loss.

- you are claiming due to a known event;
- you are unable to provide evidence from a medical professional confirming the illness, infectious disease, injury or death;
- **you** cannot provide evidence of a positive test result for Covid-19 for **you**, the person insured on this policy, or **travel companion**, who has contracted Covid 19 where **you** are cancelling for this reason.
- anyone was showing symptoms of, or had been diagnosed with, Covid-19 when this policy was purchased;
- you are claiming for any extra costs that result from you not telling your transport and/or accommodation provider as soon as you knew you would have to cancel your trip;
- you cancelled your trip because:
  - o you simply did not want to travel or had a fear of travelling;
  - you could no longer afford to pay for the trip;
  - of your existing medical condition which you have not told us about and that we have not agreed to cover in writing;
  - of FCDO, government or local authority advice relating to any infectious disease including Covid-19;
- you, or a travel companion did not obtain the required travel documents, inoculations or vaccinations for the area you are travelling to;
- you, or a travel companion are the defendant in a court of law;
- you did not obtain prior authority to take leave or your leave was cancelled on disciplinary grounds;
- you ask us to pay for a loss that is insured or guaranteed by any other existing
  protection, specifically Package Travel Regulations, Air Passenger Rights,
  ATOL (including Civil Aviation Authority requirements), or ABTA protection, or
  from your credit card provider under s75 Consumer Credit Act, or any other
  specific legislation for transport or travel providers. This includes costs already
  accepted or offered, including credit notes, vouchers or alternative travel
  arrangements;
- you are claiming for any pre-paid expenses for anyone not insured on this
  policy. For example, if you are travelling with someone not insured on this
  policy, we will only pay your proportion of the pre-paid expenses not theirs,
  regardless of who has paid for the trip;
- you do not co-operate with us.

## Important meanings in this section

**co-operate** – provide **us** with any information or documentation **we** may reasonably require to enable **us** to verify and process **your** claim.

excess – the amount we will deduct from any claims settlement in respect of each person making a claim.

existing medical condition – see page 10.

family member – any person who is related to you by blood, marriage, adoption, fostering or co-habitation.

home - one of your normal places of residence in the United Kingdom.

ill/illness – a condition, disease, set or symptoms or sickness leading to a significant change in your health, as diagnosed and confirmed by a doctor during the **period of insurance**.

infectious disease – any disease which has been declared as an epidemic or pandemic disease by the World Health Organisation (WHO) or the UK Government. known event – an existing, publicly announced or publicly broadcasted occurrence such as government directives, unusual weather conditions, road traffic accidents, passport or customs delays or a strike.

**natural disaster** – natural fire, flood, earthquake, storm, lightening or hurricane. **period of insurance** – the **trip** dates shown on the insurance schedule or if the policy is multi-trip, a **trip** that does not exceed the stated limit.

pre-paid expenses – expenses you have paid before you go on your trip, or that you are contracted to pay.

**redundant** – being an employee where **you** qualify under the provision of the Employment Rights Acts.

travel companion - a person(s) with whom you have booked to travel on the same travel itinerary.

travel documents - Current passports, ESTAs, Valid Visa's, travel tickets, European Health Insurance Cards (EHIC), Global Health Insurance Cards (GHIC). trip – travel during the period of insurance.

trip destination – the final destination shown on your travel itinerary.

**unexpectedly** – at the time of purchase of this insurance policy there was no reasonable chance or knowledge of a circumstance that would lead to a claim, including information publicised in mainstream medical outlets.

 ${\rm United}\ \bar{\rm K}{\rm ingdom}$  – England, Scotland, Wales, Northern Ireland, Isle of Man and the Channel Islands.

we/our/us - Arch Insurance (UK) Limited.

 $\ensuremath{\textit{your}}\xspace$  – means the Insured Person/Insured Persons named on the insurance schedule.

## If your end supplier fails financially before you leave home – Section A2

## If this happened:

The Insurer will pay up to the sum insured for each Insured Person named on the Invoice for irrecoverable sums paid prior to **Financial Failure** of the **End Supplier** of the travel arrangements not forming part of an inclusive holiday prior to departure.

**PLEASE NOTE:** This section of **your** policy is provided by International Passenger Protection Limited and is underwritten by Liberty Mutual Insurance Europe SE.

Any occurrence which may give rise to a claim should be advised as soon as reasonably practicable to:

IPP Claims at Sedgwick, Oakleigh House, 14-15 Park Place, Cardiff, CF10 3DQ, United Kingdom.

You can also email: <u>insolvency-claims@ipplondon.co.uk</u> or visit the website: <u>www.ipplondon.co.uk/claims.asp</u>

Or you can call: +44 (0) 345 266 1872

Please quote your policy number, travel insurance policy name and reference EFSI V1-22.

Open 9am-5pm Weekdays Only.

#### This is what we will do:

We will pay up to

£2,500

for irrecoverable sums paid prior to **Financial Failure** of the **End Supplier** of the travel arrangements not forming part of an inclusive holiday prior to departure.

- Travel or Accommodation not booked within the United Kingdom, Channel Islands, Isle of Man, Gibraltar or Northern Ireland prior to departure;
- Any End Supplier which is, or which any prospect of Financial Failure is known by the Insurer or widely known publicly at the date of the Insured's application under this policy;
- Any loss or part of a loss which at the time the loss happened was insured or guaranteed by any other existing policy, policies, bond, or was capable of recovery under Section 75 of the Consumer Credit Act or from any bank or card issuers or any other legal means;
- The Financial Failure of any travel agent, tour organiser, booking agent or consolidator with whom you had booked travel or accommodation;
- Any losses which are not directly associated with the incident that caused you to claim. For example, loss due to being unable to reach your pre-booked hotel following the **Financial Failure** of an airline.

## Important meanings in this section

end supplier – the company that owns or operates the following services: scheduled airline, hotel, train operator including Eurostar, car ferries; villas abroad & cottages in the UK; coach operator, car or camper hire company, caravan sites, campsites, mobile home, safaris; excursions; Eurotunnel; theme parks or attractions.

**financial failure** – means the **end supplier** becoming Insolvent or has an administrator appointed and being unable to provide agreed services. **we/our/us** – Liberty Mutual Insurance Europe SE.

## YOUR TRAVEL POLICY – Sections B1 – B15

Your travel policy starts when you leave home to start your trip and ends when you return home, or you are taken to a hospital, nursing home or funeral director in the United Kingdom.

No further trips are covered.

Any **trip** taken within the **United Kingdom** must be a minimum of 2 nights away in booked accommodation and a minimum of 50 miles away from **your** home. **Please Note**: If **your** circumstances do not fit those described, then there is no cover in place.

## Please be aware that we expect you to:

- take reasonable care of yourself and your possessions, and act as if uninsured at all times. We will not pay claims that have arisen due to reckless behaviour or feature inflated costs;
- co-operate with us to provide any information or documentation we may reasonably require to enable us to verify and process your claim;
- not accept liability for any injury or damage you might cause to a third party or their property;
- have declared all your existing medical conditions or any change in health to us. If you need to make a declaration, please call 0330 880 1791.
- contact the assistance team before attending a private medical facility or if you require emergency medical treatment as soon as possible.

Important notice regarding the health of someone not insured on this policy, but whose health may affect your decision whether to take or continue with your trip

You will not be covered for any directly or indirectly related claims arising from the health of a travel companion, a family member/close friend, or the person you were going to stay with, if at the time your policy was issued you were aware they had health problems that were likely to significantly worsen during the period of insurance or where they suffer from a chronic ongoing medical condition.

Important meanings in this section:

co-operate - provide us with any information or documentation we may reasonably require to enable us to verify and process your claim.

directly or indirectly related claims - a medical problem that is more likely to happen because of another medical problem they already have.

existing medical condition - see page 10.

family member - any person who is related to you by blood, marriage, adoption, fostering or co-habitation.

period of insurance - the trip dates shown on the insurance schedule.

travel companion – a person(s) with whom you have booked to travel on the same travel itinerary.

trip - travel during the period of insurance.

United Kingdom - England, Scotland, Wales, Northern Ireland, Isle of Man and the Channel Islands.

we/our/us - Arch Insurance (UK) Limited.

you/your - means the Insured Person/Insured Persons named on the insurance schedule.

## Ready to go?

So, you're all packed and just about ready to go. We have included a check list to help ensure that you haven't forgotten anything!

- Check that your travel insurance covers the whole duration of your trip and any activities that you plan on trying.
- Check your travel documents:
  - o Is your passport up to date, and is it valid for a least 6 months after the date you are due to come home?
  - Make two photocopies of your passport, tickets and travel insurance documents and leave one set at home (maybe let family/friends know where they are kept in case of an emergency). Take the other set with you but keep them separate from the originals.
  - o Make sure you have important contact numbers in your phone just in case.
- Check with your GP to ensure that you have had any necessary vaccinations and/or medications.
- Know your destination:
  - o It is always worth checking out any local laws and customs before you get there.
  - o Pack a guide book.
  - Check the FCDO website <u>www.gov.uk/browse/abroad</u>
- Tell family/friends about your trip and make sure they know where you are going and how to get hold of you in an emergency.
- When you are abroad:
  - o Make sure your travel documents, passport, money and insurance documents are kept in a safe place.
  - o Stick to safe filtered water and keep yourself well hydrated when you are out in the sun.
  - Always wear protective sunscreen when you are out and about, even if you are on the ski slopes! (but make sure the one you buy doesn't contain the chemical Oxybenzone as it bleaches the sea coral).
  - Check out local information in your guidebook or online so that you are aware of any local holidays and nearby public medical facilities.
  - o It is always a good idea to keep all your receipts just in case you need them for future reference.

## If you miss your departure or onward connection – Section B1

## If this happened:

Despite having taken reasonable steps, you did not reach your international departure point in time to check-in because:

- public transport services you were using or intended to use were cancelled or delayed due to unforeseen strike, industrial action, mechanical failure or adverse weather conditions;
- the vehicle in which you were travelling was involved in an accident, stuck in traffic, affected by road closure or broken down

which meant that you missed your transport providers' service.

Or

A delay to your transport providers' service from your international departure point caused you to miss your first onward connection as shown in your itinerary.

#### This is what we will do:

We will pay you up to

## £500

towards the costs that **you** had to pay for alternative transport and accommodation arrangements in order to reach **your trip destination**.

There is no excess for this section

- you did not take all reasonable steps to ensure that you checkedin/arrived at your boarding gate on time in accordance with your transport providers' instructions;
- you are claiming for a missed connection, and you did not allow a minimum of 2 hours within your itinerary to enable you to make your onward connection given the normal operation of your transport providers' service from your international departure point;
- the transport provider has provided alternative travel and accommodation, or made a financial contribution towards these costs;
- you missed your transport providers' service due to a known event;
- you are unable to provide us with the information we may reasonably require to confirm the reason you missed your transport providers' service;
- you cannot provide us with receipts for any additional expenditure;
- you do not co-operate with us.

#### Important meanings in this section

**co-operate** – provide **us** with any information or documentation **we** may reasonably require to enable **us** to verify and process **your** claim.

 $\ensuremath{\text{excess}}$  – the amount  $\ensuremath{\text{we}}$  will deduct from any claims settlement in respect of each person making a claim.

**international departure point** – any airport, international rail terminal or port from which you leave a country having passed through passport control.

**known event** – an existing, publicly announced or publicly broadcasted occurrence such as government directives, unusual weather conditions, road traffic accidents, passport or customs delays or a strike voted upon by union members.

onward connection – a connecting flight, sailing or train which you take within 12 hours after you have left your international departure point, which enables you to continue with the next stage of your trip as shown on your itinerary.

**public transport services** – buses, coaches, domestic flights or trains that run to a published scheduled timetable.

**reasonable steps** – ensuring that **you** have allowed an additional 30 minutes travelling time on top of the time it would take to travel to **your international departure point** given normal traffic and weather conditions.

**transport provider** – Airline Companies, Rail Operators, Coach Operators, Ferry and Cruise Operators.

trip destination – inside or outside the United Kingdom which is your final ticketed destination.

 $\mbox{United Kingdom}$  – England, Scotland, Wales, Northern Ireland, Isle of Man and the Channel Islands.

we/our/us - Arch Insurance (UK) Limited.

you/your – means the Insured Person/Insured Persons named on the insurance schedule.

## If you decide to abandon your travel plans – Section B2

## If this happened:

You decided that you no longer wanted to go on the trip because your transport providers' service from the United Kingdom was delayed for 24 hours or more.

Or

You, or anyone insured on this policy, were denied boarding by your transport provider on the outward journey of your trip due to having or being suspected of having an infectious disease including Covid-19.

## This is what we will do:

We will pay you up to

## £2,500

for <u>your share</u> of any pre-paid costs that are directly related to **your trip**, which **you** have paid and cannot get back from anyone else in the first instance, or which cannot be transferred or used for another purpose.

- the delay happened after the flight, sailing or train has departed from the United Kingdom;
- the delay was due to a known event;
- you have already made a claim under the 'lf you miss your departure or onward connection' section of the policy;
- you cannot provide us with a written report from the transport provider confirming the reason that you did not travel, and the length of the delay;
- your flight/train/sailing was cancelled by your transport provider;
- you are abandoning your trip as a result of any epidemic or pandemic as declared by the World Health Organisation (WHO);
- you are abandoning your trip due to FCDO, government or local authority advice relating to any infectious disease including COVID-19;
- you decided to abandon your travel plans after you had left the United Kingdom;
- you have not followed the advice and requirements set by either the government or transport provider;
- anyone insured on this policy was showing symptoms of, or had been diagnosed with, Covid-19 when this policy was purchased;
- you cannot provide us with a written report from the transport provider confirming the refusal of boarding;
- you do not co-operate with us.

## Important meanings in this section

**co-operate** – provide **us** with any information or documentation **we** may reasonably require to enable **us** to verify and process **your** claim.

excess – the amount we will deduct from any claims settlement in respect of each person making a claim.

**infectious disease** – any disease which has been declared as an epidemic or pandemic disease by the World Health Organisation (WHO) or the UK Government. **international departure point** – any airport, international rail terminal or port from

**international departure point** – any airport, international rail terminal or port from which **you** leave a country having passed through passport control.

**known event** – an existing, publicly announced or publicly broadcasted occurrence such as government directives, unusual weather conditions, road traffic accidents, passport or customs delays or a strike voted upon by union members.

period of insurance - the trip dates shown on the insurance schedule.

transport provider – Airline Companies, Rail Operators, Coach Operators, Ferry and Cruise Operators.

trip - travel during the period of insurance.

 $\mbox{United Kingdom}$  – England, Scotland, Wales, Northern Ireland, Isle of Man and the Channel Islands.

we/our/us - Arch Insurance (UK) Limited.

 $\ensuremath{\textit{your}}$  – means the Insured Person/Insured Persons named on the insurance schedule.

## If your end supplier fails financially while you are away – Section B3

## If this happened:

During your trip, the **End Supplier** of the travel arrangements which do not form part of a package holiday suffered **Financial Failure**.

**PLEASE NOTE:** This section of **your** policy is provided by International Passenger Protection Limited and is underwritten by Liberty Mutual Insurance Europe SE.

Any occurrence which may give rise to a claim should be advised as soon as reasonably practicable to:

<u>IPP Claims at Sedgwick, Oakleigh House, 14-15 Park Place, Cardiff, CF10</u> <u>3DQ. United Kingdom.</u>

You can also email: <u>insolvency-claims@ipplondon.co.uk</u> or visit the website: <u>www.ipplondon.co.uk/claims.asp</u>

Or you can call: +44 (0) 345 266 1872

Please quote your policy number, travel insurance policy name and reference EFSI V1-22:

Open 9am-5pm Weekdays Only.

#### This is what we will do:

In the event of **Financial Failure** after departure the Insurer will pay up to the sum insured for each Insured Person named on the Invoice.

We will pay you up to

## £2,500

for additional pro rata costs incurred by the Insured Person(s) in replacing that part of the travel arrangements to a similar standard of transportation as enjoyed prior to the curtailment of the travel arrangements

or

We will pay you up to

## £2,500

if curtailment of the holiday is unavoidable - the cost of return transportation to the United Kingdom, Channel Islands, Isle of Man, Gibraltar or Northern Ireland to a similar standard of transportation as enjoyed prior to the curtailment of the travel arrangements.

There is no excess for this section

- Travel or Accommodation not booked within the United Kingdom, Channel Islands, Isle of Man, Gibraltar or Northern Ireland prior to departure;
- Any End Supplier which is, or which any prospect of Financial Failure is known by the Insurer or widely known publicly at the date of the Insured's application under this policy;
- Any loss or part of a loss which at the time the loss happened was insured or guaranteed by any other existing policy, policies, bond, or was capable of recovery under Section 75 of the Consumer Credit Act or from any bank or card issuers or any other legal means;
- The Financial Failure of any travel agent, tour organiser, booking agent or consolidator with whom you had booked travel or accommodation;
- Any losses which are not directly associated with the incident that caused you to claim. For example, loss due to being unable to reach your pre-booked hotel following the **Financial Failure** of an airline.

## Important meanings in this section

end supplier – the company that owns or operates the following services: scheduled airline, hotel, train operator including Eurostar, car ferries; villas abroad & cottages in the UK; coach operator, car or camper hire company, caravan sites, campsites, mobile home, safaris; excursions; Eurotunnel; theme parks or attractions.

**financial failure** – means the **end supplier** becoming Insolvent or has an administrator appointed and being unable to provide agreed services. **we/our/us** – Liberty Mutual Insurance Europe SE.

## If you need emergency medical treatment abroad – Section B4

## If this happened:

During your trip abroad you needed emergency and necessary medical treatment (including dental treatment for the immediate relief of pain).

**PLEASE NOTE**: This is a travel insurance policy and not private medical insurance; so there is no cover for any medical expenses incurred in private facilities if medically capable public facilities are available.

**PLEASE BE AWARE**: This policy does not cover treatment due to, or a complication of, any health conditions as explained in '**Your** health – when buying the policy and for the duration of the policy' on page 10, which **you** have not told **us** about and **we** have not agreed to cover in writing.

**PLEASE NOTE**: This policy excludes any costs incurred in respect of normal pregnancy or childbirth where **you** are between 29 and 40 weeks of the pregnancy.

## This is what we will do:

We will pay up to

## £10,000,000

in respects of customary and reasonable fees or charges for **emergency** and necessary medical treatment that we have agreed to, as well as customary and reasonable fees or charges for:

additional travel and accommodation expenses incurred, up to the standard of **your** original booking, if it is medically necessary for **you** to stay **abroad** beyond **your** scheduled return date;

costs for one other person to stay with **you**, or to travel to **you** from the **United Kingdom** and to accompany **you home**;

travel costs to or from a hospital relating to **your** admission, discharge or attendance for **outpatient treatment**;

travel costs to and from appointments, or for the collection of medication prescribed for **you** by the hospital, as well as the cost of additional food and drink, and the cost of telephone calls to **us**.

The excess for this section is £50 per person, per incident

- you cannot produce receipts for any additional expenses;
- **you** ask **us** to pay for any services or treatment that are considered to be routine, non-emergency or elective;
- you ask us to pay medical fees and charges in excess of customary and reasonable levels of charging;
- you ask us to pay for any services or treatment that can reasonably wait until you return home;
- you ask us to pay for any services or treatment that you received in the United Kingdom;
- you ask us to pay for any services or treatment that you received after the date that we, in consultation with your treating doctor, told you that you could return home;
- **you** were under the influence of non-prescribed drugs, solvents or anything relating to **your** prior abuse of drugs or solvents;
- where excessive alcohol consumption was a contributory factor;
- you were driving or riding any motorised vehicle for which, you
  did not hold a valid UK Driving Licence and you failed to take
  reasonable safety precautions;
- you knowingly put yourself at risk, unless you were trying to save your own or someone else's life;
- you were taking part in an additional sports activity and you had not paid the relevant additional premium;
- you went against FCDO, government, local authority or medical advice relating to any infectious disease including COVID-19;
- you do not co-operate with us.

## Important meanings in this section

abroad - anywhere outside of the United Kingdom.

additional sports activity - any sports or activity not listed on page 55-57

**co-operate** – provide **us** with any information or documentation **we** may reasonably require to enable **us** to verify and process **your** claim.

emergency and necessary medical treatment – any ill-health or injury which occurs during your trip and requires immediate treatment either before you return home or to enable you to return home.

excess – the amount we will deduct from any claims settlement in respect of each person making a claim.

excessive alcohol consumption – drinking enough alcohol that it seriously affects your decision making or that you suffer injury or illness from either long-term alcohol abuse or one off 'binge'.

home - one of your normal places of residence in the United Kingdom.

motorised vehicle - car, motorcycle, moped, scooter, boat or quad bike.

outpatient treatment – treatment received which does not require admittance to a hospital.

period of insurance - the trip dates shown on the insurance schedule.

**reasonable safety precautions** – wearing a seat belt in a car or similar vehicle, or a helmet on a motorcycle or similar vehicle.

trip - travel during the period of insurance.

 $\mbox{United Kingdom}$  – England, Scotland, Wales, Northern Ireland, Isle of Man and the Channel Islands.

valid UK Driving Licence - visit www.gov.uk/driving/licence-categories

we/our/us - Arch Insurance (UK) Limited and/or the assistance team.

**you/your** – means the Insured Person/Insured Persons named on the insurance schedule.

## If you need to be brought home – Section B5

## If this happened:

As a result of **emergency and necessary medical treatment** during **your trip abroad we** decided that it was medically necessary for **you** to return **home** either before or after **your scheduled return date**, or **you** were unfortunate enough to suffer a serious accident, illness or injury during **your trip** which resulted in **your** death.

**PLEASE NOTE**: We will liaise with your treating doctor(s) about your treatment plan and if required obtain a 'fit to fly' certificate.

We will also liaise with you and advise on, and also put in place, suitable repatriation plans to get you home as soon as it is medically safe to do so in order to achieve your optimal recovery.

PLEASE BE AWARE: If you have not purchased a return ticket, we will deduct the costs of an economy flight (based on the cost on the date you came home) from any costs we have incurred in returning you to your home.

#### This is what we will do:

We will pay up to

## £100,000

for customary and reasonable costs that are medically necessary to enable us to return you to your home or nursing home, or to move you to the most suitable hospital in the United Kingdom as arranged by the assistance team;

We will pay up to

## £50,000

for customary and reasonable transportation costs, as arranged by the assistance team unless otherwise agreed by **us**, to return **your** body or ashes back to **your home**, a hospital or funeral directors in the **United Kingdom**.

The excess for this section is £50 per person, per incident

- **you** do not have a valid claim under the 'If **you** need emergency medical treatment **abroad**' section of this policy;
- you ask us to pay the cost of bringing you home before we consider it clinically safe to do so and there is appropriate medical treatment available locally;
- you ask us to pay for any costs to which we have not agreed to;
- the risk associated with bringing you home is greater than the risk of you remining in resort;
- **your** return **home** would present unnecessary risk to other travellers;
- you ask us to pay for the cost of travel to a standard higher than the class in which you were originally booked to return home, unless we agree and it is medically necessary;
- you ask us to pay for the cost or burial or cremation in the United Kingdom;
- you ask us to pay for repatriation costs which we have not agreed;
- you do not co-operate with us.

## Important meanings in this section

abroad - anywhere outside of the United Kingdom.

**co-operate** – provide **us** with any information or documentation **we** may reasonably require to enable **us** to verify and process **your** claim.

emergency and necessary medical treatment – any ill-health or injury which occurs during your trip and requires immediate treatment either before you return home or to enable you to return home.

excess – the amount we will deduct from any claims settlement in respect of each person making a claim.

home - one of your normal places of residence in the United Kingdom.

period of insurance - the trip dates shown on the insurance schedule.

**repatriation** – returning **you** to **your home**, a hospital, nursing home or funeral director in the **United Kingdom**.

**scheduled return date** – the date **you** intended to return **home** as shown on **your** travel tickets or travel itinerary.

trip - travel during the period of insurance.

 $\mbox{United Kingdom}$  – England, Scotland, Wales, Northern Ireland, Isle of Man and the Channel Islands.

we/our/us - Arch Insurance (UK) Limited and/or the assistance team.

**you/your** – means the Insured Person/Insured Persons named on the insurance schedule.

## If you are buried or cremated abroad – Section B6

## This is what we will do: If this happened: You were unfortunate enough to suffer a serious accident, illness or injury We will pay your estate or the executors/administrators of your estate up during your trip abroad which resulted in your death, and you were to buried or cremated abroad. £2,500 towards the costs of your burial or cremation abroad.

There is no excess for this section

- there has not been a valid claim under the 'lf **you** need emergency medical treatment abroad' section of this policy;
- your estate or the executors/administrators of your estate:
  - ask us to pay for the costs of burial or cremation in the United Kingdom;
  - o do not **co-operate** with **us**.

## Important meanings in this section

abroad - anywhere outside of the United Kingdom.

co-operate – provide us with any information or documentation we may reasonably require to enable us to verify and process your claim.

excess – the amount we will deduct from any claims settlement in respect of each person making a claim.

home - one of your normal places of residence in the United Kingdom.

period of insurance - the trip dates shown on the insurance schedule.

**scheduled return date** – the date **you** intended to return **home** as shown on **your** travel tickets or travel itinerary.

trip - travel during the period of insurance.

 $\mbox{United Kingdom}$  – England, Scotland, Wales, Northern Ireland, Isle of Man and the Channel Islands.

we/our/us - Arch Insurance (UK) Limited and/or the assistance team.

you/your – means the Insured Person/Insured Persons named on the insurance schedule.

## If you are admitted to a public hospital or confined to your trip accommodation – Section B7

## If this happened:

During **your trip abroad**, **you** were admitted to a public hospital as an **inpatient** for **emergency and necessary medical treatment** or confined to **your trip** accommodation on medical advice.

**PLEASE NOTE**: This is a travel insurance policy and not private medical insurance; so there is <u>no cover</u> for any medical expenses incurred in private facilities if medically capable public facilities are available.

#### This is what we will do:

We will pay you

£20

for each full **24-hour** period that **you** are in a public hospital or confined to **your trip** accommodation up to a maximum of

## £400

**PLEASE NOTE**: This payment is in addition to any emergency medical expenses **we** may have agreed to pay under the section called 'If **you** need emergency medical treatment abroad'.

We will also pay you up to a maximum of

## £250

towards the cost of **your** pre-paid excursion that **you** are unable to go on during **your trip** due to having to isolate as a result of an **infectious disease** including Covid-19.

There is no excess for this section

- **you** do not have a valid claim under the 'If **you** need emergency medical treatment abroad' section of this policy;
- you remained an inpatient after the date we, in consultation with your treating doctor, told you that you could return home or be safely discharged to your trip accommodation until you were fit to return home;
- you cannot provide us with the booking confirmation/invoices for your pre-paid excursions;
- you do not co-operate with us.

#### Important meanings in this section

abroad - anywhere outside of the United Kingdom.

**co-operate** – provide **us** with any information or documentation **we** may reasonably require to enable **us** to verify and process **your** claim.

emergency and necessary medical treatment – any ill-health or injury which occurs during your trip and requires immediate treatment either before you return home or to enable you to return home.

excess – the amount we will deduct from any claims settlement in respect of each person making a claim.

home – one of your normal places of residence in the United Kingdom.

**infectious disease** – any disease which has been declared as an epidemic or pandemic disease by the World Health Organisation (WHO) or the UK Government. **in-patient** – being admitted to a hospital for a period of 24 hours or more.

period of insurance - the trip dates shown on the insurance schedule.

trip - travel during the period of insurance.

 $\mbox{United Kingdom}$  – England, Scotland, Wales, Northern Ireland, Isle of Man and the Channel Islands.

we/our/us - Arch Insurance (UK) Limited and/or the assistance team.

you/your – means the Insured Person/Insured Persons named on the insurance schedule.

## Curtailment – If you have to cut your trip short – Section B8

## If this happened:

You had to cut short your trip because the following unexpectedly happened after you left home, which you would not have been expected to foresee or avoid:

- you, anyone insured on this policy, a travel companion, the person you were going to stay with, or a family member/close friend, became ill, were injured or died;
- you, anyone insured on this policy, or a travel companion, were diagnosed with an infectious disease during your trip (including contracting Covid-19);
- your home was burgled, or seriously damaged by fire, storm or flood;
- you, or a travel companion were called for jury service or required as a witness in a court of law;
- your home or pre-booked accommodation was damaged by a natural disaster in either the United Kingdom or at your trip destination during your trip;
- you, or a travel companion had leave withdrawn and are in the armed forces (including reserves and territorial), emergency services, medical or nursing professions (in the public sector) or senior employees of the government;
- as a result of fire, earthquake, storm, flood, riot or civil unrest; the Foreign, Commonwealth & Development Office (FCDO) or comparable prohibitive regulations by the government of the country you were due to visit and within 50 miles of your chosen destination, change the travel advice to all or all but essential travel.

## This is what we will do:

We will pay up to

## £450

for **your** proportional share of any unused pre-paid accommodation, car hire and excursions that are directly related to **your trip**, which **you** have paid and cannot get back from anyone else in the first instance, or which cannot be transferred or used for another purpose, as well as any additional travel expenses incurred to get **you home**.

**PLEASE NOTE:** You must use or re-validate your original ticket for your early return. If this is not possible you must provide evidence that additional costs were necessary. Any refunds due on unused original tickets will be deducted from your claim. If you do not have an original return ticket, you will not be reimbursed for costs incurred for your early return.

- you are claiming due to a known event;
- you are claiming due to FCDO, government or local authority advice relating to any infectious disease;
- you are unable to provide evidence from a medical professional confirming the illness, infectious disease, injury or death;
- anyone was showing symptoms of, or had been diagnosed with Covid-19 when this policy was purchased;
- a medical professional confirms that at the date you purchased this policy or booked the trip whichever is latest, that the non-travelling party was seriously ill, in hospital or receiving palliative care or that there was reason, as evidenced by their medical records, to expect their state of health would deteriorate so much that you may need to cut short your trip;
- you ask us to pay for the cost of your original return ticket when we have paid for a new ticket or arranged your medical repatriation;
- you ask us to pay for repatriation costs that we have not agreed to;
- you had cut short your trip because:
  - you could no longer afford to pay for the trip;
  - you did not want to continue travelling or had a fear of continuing your trip;
  - of your existing medical condition which you have not told us about and that we have not agreed to cover in writing;
  - of a normal pregnancy or childbirth where you were more than 29 weeks pregnant at the start of your trip.
- you, or a travel companion are the defendant in a court of law;
- you did not obtain prior authority to take leave or your leave was cancelled on disciplinary grounds;
- you ask us to pay for a loss that is insured or guaranteed by any other existing protection, specifically Package Travel Regulations, Air Passenger Rights, ATOL (including Civil Aviation Authority requirements), or ABTA protection, or from your credit card provider under s75 Consumer Credit Act, or any other specific legislation for transport or travel providers. This includes costs already accepted or offered, including credit notes, vouchers or alternative travel arrangements;
- you are claiming for any pre-paid expenses for anyone not insured on this
  policy. For example, if you are travelling with someone not insured on this
  policy, we will only pay your proportion of the pre-paid expenses not
  theirs, regardless of who has paid for the trip;
- you do not co-operate with us.

## Important meanings in this section

**co-operate** – provide **us** with any information or documentation **we** may reasonably require to enable **us** to verify and process **your** claim.

excess – the amount we will deduct from any claims settlement in respect of each person making a claim.

existing medical condition - see page 10.

 $family\ member$  – any person who is related to you by blood, marriage, adoption, fostering or co-habitation.

home - one of your normal places of residence in the United Kingdom.

ill/illness – a condition, disease, set of symptoms or sickness leading to a significant change in **your** health, as diagnosed and confirmed by a doctor during the **period of insurance**.

infectious disease – any disease which has been declared as an epidemic or pandemic disease by the World Health Organisation (WHO) or the UK Government. known event – an existing, publicly announced or publicly broadcasted occurrence such as government directives, unusual weather conditions, road traffic accidents, passport or customs delays or a strike voted upon by union members.

**natural disaster** – natural fire, flood, earthquake, storm, lightening or hurricane. **period of insurance** - the **trip** dates shown on the insurance schedule or if the policy is multi-trip, a **trip** that does not exceed the stated limit.

pre-paid expenses – expenses you have paid before you go on your trip, or that you are contracted to pay.

**repatriation** – returning **you** to **your home**, a hospital, nursing home or funeral director in the **United Kingdom**.

**travel companion** - a person(s) with whom **you** have booked to travel on the same travel itinerary.

trip - travel during the period of insurance.

**unexpectedly** – at the time of purchase of this insurance policy there was no reasonable chance or knowledge of a circumstance that would lead to a claim, including information publicised in mainstream medical outlets.

 $\mbox{United Kingdom}$  – England, Scotland, Wales, Northern Ireland, Isle of Man and the Channel Islands.

we/our/us - Arch Insurance (UK) Limited and/or the assistance team.

**you/your** – means the Insured Person/Insured Persons named on the insurance schedule.

## If your valuables are lost, stolen or accidentally damaged – Section B9

## If this happened:

Despite having taken **precautions your valuables** were lost, stolen or accidentally damaged during **your trip**.

PLEASE NOTE: We define valuables as rings, watches (excluding smart watches), necklaces, earrings, bracelets, body jewellery, any semi or non-precious stones or metals, costume jewellery and any electrical item that is not a gadget which requires power either from the mains or from a battery.

#### This is what we will do:

We will pay you up to

## £350

## in total for lost, stolen or accidentally damaged **valuables** after a deduction for wear and tear.

The limit under this section for unreceipted items or items where you cannot provide evidence of ownership is £150.

The excess for this section is £50 per person, per incident

- your valuables were in your checked-in baggage;
- you did not notify the loss or theft to the police, your transport provider or tour operators representative and obtain a local independent written report during your trip;
- you are unable to provide evidence of ownership;
- you did not take all available precautions;
- **you** are claiming for items that have been damaged by age or wear and tear;
- you are claiming for a lost, stolen or accidentally damaged gadget;
- the items were left unattended, unless they were locked in a safe or safety deposit box or left out of sight in your locked accommodation or motor vehicle and you can provide evidence of unauthorised and/or forcible entry;
- you do not co-operate with us.

## Important meanings in this section

checked-in baggage – suitcases, holdalls or rucksacks that have been checked-in by your transport provider and placed in the luggage hold of your transport provider's service in which you were booked to travel.

co-operate – provide us with any information or documentation we may reasonably require to enable us to verify and process your claim.

evidence of ownership – a document to evidence that the item(s) you are claiming for belong to you. This can be a copy of the till receipt, delivery note, gift receipt, bank or credit card statement, guarantees or insurance validation certificate.

 $\ensuremath{\text{excess}}$  – the amount  $\ensuremath{\text{we}}$  will deduct from any claims settlement in respect of each person making a claim.

**gadget(s)** – include; Mobile/ Smart Phones, Laptops, Tablets, Digital Cameras, MP3 Players, CD/DVD Players, Games Consoles, Video Cameras, Camera Lenses, Bluetooth Headsets, Satellite Navigation Devices, PDAs, E-Readers, Head/Ear Phones, Portable Health Monitoring Devices, Wearable Technology.

period of insurance - the trip dates shown on the insurance schedule.

**precautions** – all measures that it would be reasonable to expect a person to take in the circumstances to prevent accidental loss, theft or damage of their **valuables**.

transport provider – Airline Companies, Rail Operators, Coach Operators, Ferry and Cruise Operators.

trip - travel during the period of insurance.

unattended – neither on your person or within your sight and reach.

**valuables** – rings, watches (excluding smart watches), necklaces, earrings, bracelets, body rings, any semi or non-precious stones or metals, costume jewellery and any electrical item that is not a **gadget** which requires power either from the mains or from a battery.

we/our/us - Arch Insurance (UK) Limited.

you/your – means the Insured Person/Insured Persons named on the insurance schedule.

## If your other possessions are lost, stolen or accidentally damaged – Section B10

#### If this happened:

Despite having taken **precautions your** other possessions, which were not **gadgets** or **valuables**, were lost, stolen or accidentally damaged during **your trip**. This is what we will do:

We will pay you up to

## £2,000

in total for lost, stolen or accidentally damaged other possessions after a deduction for wear and tear, however the <u>most</u> we will pay for any **single article**, **pair or set** is

£250

The limit under this section for unreceipted items or items where **you** cannot provide **evidence of ownership** is **£150**.

The excess for this section is £50 per person, per incident

- you did not notify the loss or theft to the police, your transport provider or tour operators representative and obtain a local independent written report during your trip;
- you are unable to provide evidence of ownership;
- you did not take all available precautions;
- you are claiming for items that have been damaged by age or wear and tear;
- you are claiming for a lost, stolen or accidentally damaged gadget;
- any possessions were left unattended (other than in checked-in baggage) away from your locked accommodation or motor vehicle and you can provide evidence of unauthorised and/or forcible entry;
- **you** are claiming for loss, theft or damage to any item of sports equipment;
- you do not co-operate with us.

#### Important meanings in this section

checked-in baggage – suitcases, holdalls or rucksacks that have been checked-in by your transport provider and placed in the luggage hold of your transport provider's service in which you were booked to travel.

**co-operate** – provide **us** with any information or documentation **we** may reasonably require to enable **us** to verify and process **your** claim.

evidence of ownership – a document to evidence that the item(s) you are claiming for belong to you. This can be a copy of the till receipt, delivery note, gift receipt, bank or credit card statement, guarantees or insurance validation certificate.

 $\ensuremath{\text{excess}}$  – the amount  $\ensuremath{\text{we}}$  will deduct from any claims settlement in respect of each person making a claim.

**gadget(s)** – include; Mobile/ Smart Phones, Laptops, Tablets, Digital Cameras, MP3 Players, CD/DVD Players, Games Consoles, Video Cameras, Camera Lenses, Bluetooth Headsets, Satellite Navigation Devices, PDAs, E-Readers, Head/Ear Phones, Portable Health Monitoring Devices, Wearable Technology.

**pair or set** – two or more items that are complementary or purchased as one item or used or worn together.

period of insurance - the trip dates shown on the insurance schedule.

**precautions** – all measures that it would be reasonable to expect a person to take in the circumstances to prevent accidental loss, theft or damage of their other possessions.

single article - any single item that is not part of a pair or set.

transport provider – Airline Companies, Rail Operators, Coach Operators, Ferry and Cruise Operators.

trip - travel during the period of insurance.

unattended – neither on your person or within your sight and reach.

**valuables** – rings, watches (excluding smart watches), necklaces, earrings, bracelets, body rings, any semi or non-precious stones or metals, costume jewellery and any electrical item that is not a **gadget** which requires power either from the mains or from a battery.

we/our/us – Arch Insurance (UK) Limited.

you/your – means the Insured Person/Insured Persons named on the insurance schedule.

# If your cash or event tickets are lost or stolen – Section B11

If this happened:	This is what we will do:
Despite having taken <b>precautions your cash</b> or <b>event tickets</b> were lost or stolen during <b>your trip</b> .	We will pay you up to
	£500
	for the loss or theft of <b>your cash</b> .
	<b>We</b> will pay <b>you</b> up to
	£500
	for the cost of replacement <b>event tickets</b> that cannot be recovered from any other source in the first instance.

- you did not notify the loss or theft to the police, your transport provider or tour operators representative and obtain a local independent written report during your trip;
- you are unable to provide proof of purchase or proof of withdrawal;
- you did not take all available precautions;
- your cash or event tickets were not on your person, unless they
  were locked in a safe or safety deposit box or left out of sight in
  your locked accommodation or motor vehicle and you can provide
  evidence of unauthorised and/or forcible entry;
- you have received replacement event tickets from anywhere else;
- you do not co-operate with us.

#### Important meanings in this section

cash - sterling or foreign currency in note or coin form.

**co-operate** – provide **us** with any information or documentation **we** may reasonably require to enable **us** to verify and process **your** claim.

event tickets – tickets or passes which you have purchased to gain admission or entry to, a theme park, water park, exhibition, concert, theatre or sporting event.

 $\ensuremath{\text{excess}}$  – the amount  $\ensuremath{\text{we}}$  will deduct from any claims settlement in respect of each person making a claim.

period of insurance - the trip dates shown on the insurance schedule.

precautions – all measures that it would be reasonable to expect a person to take in the circumstances to prevent accidental loss or theft of their cash and/or event tickets.

**proof of purchase** – an original receipt and any other documentation required to prove when the item was purchases.

proof of withdrawal – evidence that you had withdrawn the cash from your bank, building society or credit card.

transport provider – Airline Companies, Rail Operators, Coach Operators, Ferry and Cruise Operators.

trip - travel during the period of insurance.

we/our/us - Arch Insurance (UK) Limited.

 $\ensuremath{\textit{your}}$  – means the Insured Person/Insured Persons named on the insurance schedule.

## If you need emergency travel documents – Section B12

## If this happened:

Despite having taken **precautions your travel documents** were lost, stolen or damaged during **your trip**.

#### This is what we will do:

We will pay you up to

## £250

for the cost of additional travel and accommodation that **you** paid during **your trip** so **you** could collect **your emergency travel documents**.

We will also pay you up to

£250

towards the cost of emergency travel documents.

There is no  $\ensuremath{\text{excess}}$  for this section

- you did not notify the loss or theft to the police, your transport provider or tour operators representative and obtain a local independent written report during your trip;
- you did not take all available precautions;
- your travel documents were not on your person, unless they
  were locked in a safe or safety deposit box or left out of sight in
  your locked accommodation or motor vehicle and you can provide
  evidence of unauthorised and/or forcible entry;
- your travel documents were in your checked-in baggage;
- you cannot provide receipts or other evidence of your additional expenditure;
- you do not co-operate with us.

#### Important meanings in this section

checked-in baggage – suitcases, holdalls or rucksacks that have been checked-in by your transport provider and placed in the luggage hold of your transport provider's service in which you were booked to travel.

**co-operate** – provide **us** with any information or documentation **we** may reasonably require to enable **us** to verify and process **your** claim.

emergency travel documents – any emergency documents that you need in order to return home or continue your trip.

excess – the amount we will deduct from any claims settlement in respect of each person making a claim.

home – one of your normal places of residence in the United Kingdom.

period of insurance - the trip dates shown on the insurance schedule.

precautions – all measures that it would be reasonable to expect a person to take in the circumstances to prevent accidental loss, theft or damage of their travel documents.

travel documents – current passports, ESTAs, Valid Visas, travel tickets, European Health Insurance Cards (EHIC), Global Health Insurance Cards (GHIC).

**transport provider** – Airline Companies, Rail Operators, Coach Operators, Ferry and Cruise Operators.

trip - travel during the period of insurance.

 $\mbox{United Kingdom}$  – England, Scotland, Wales, Northern Ireland, Isle of Man and the Channel Islands.

we/our/us - Arch Insurance (UK) Limited.

**you/your** – means the Insured Person/Insured Persons named on the insurance schedule.

# If you are killed, injured or disabled following an accident – Section B13

## If this happened:

You suffered an **accident** during **your trip** which, within 12 months, directly caused **your** death, serious injury or disablement.

**PLEASE NOTE**: This section does <u>not</u> cover death, injury or disablement due to illness or disease.

#### This is what we will do:

In the event of your death, we will pay

## £10,000

to your estate or the executors/administrators of your estate.

If **you** suffered total and permanent loss of sight in one or both eyes or total loss by physical severance or total and permanent loss of use of one or both arms/hands or legs/feet **we** will pay **you** 

## £15,000

If you suffered permanent and total disablement, we will pay you

£15,000

There is no excess for this section

- you were under the influence of drugs (except those prescribed by your registered doctor but not when prescribed for treatment of drug addiction), solvents or anything relating to your prior abuse of drugs or solvents;
- excessive alcohol consumption was a contributory factor;
- you were driving or riding any motorised vehicle for which, you
  did not hold a valid UK Driving Licence and you failed to take
  reasonable safety precautions;
- you knowingly put yourself at risk, unless you were trying to save your own or someone else's life;
- you were taking part in an additional sports activity and you had not paid the relevant additional premium;
- you, your estate or the executors/administrators of your estate do not co-operate with us.

#### Important meanings in this section

accident - an injury which is cause by a violent, visible and external event.

additional sports activity – any sports or activity not listed on page 55-57

**co-operate** – provide **us** with any information or documentation **we** may reasonably require to enable **us** to verify and process **your** claim.

excess – the amount we will deduct from any claims settlement in respect of each person making a claim.

excessive alcohol consumption – drinking enough alcohol that it seriously affects your decision making or that you suffer injury or illness from either long-term alcohol abuse or one off 'binge'.

motorised vehicle - car, motorcycle, moped, scooter, boat or quad bike.

permanent and total disablement – you are unable to work in any paid employment or paid occupation, this shall be defined as 'all your usual activities, pastimes and pursuits of any and every kind'.

period of insurance – the trip dates shown on the insurance schedule.

**reasonable safety precautions** – wearing a seat belt in a car or similar vehicle, or a helmet on a motorcycle or similar vehicle.

trip - travel during the period of insurance.

valid UK Driving Licence – visit <u>www.gov.uk/driving/licence-categories</u> we/our/us – Arch Insurance (UK) Limited.

you/your – means the Insured Person/Insured Persons named on the insurance schedule.

# If you are held legally liable for injury or damage – Section B14

## If this happened:

You are held legally liable for something that you did accidentally during your trip which caused accidental bodily injury to, or the damage to the property of, someone who was not your travel companion or a family member.

PLEASE NOTE: In the event of an incident that might result in a claim:

- 1. You must not admit liability or make any offer of settlement;
- You <u>must not</u> reply to, but should immediately send us every writ, summons, legal process or other communication you receive;
- 3. We may take over and deal with, in your name, the defence/settlement of any claim.

#### This is what we will do:

We will pay you up to

## £1,000,000

in respect of damages awarded against **you** plus legal costs to when **we** have agreed.

The excess for this section is  $\textbf{\pounds50}$  per person, per incident

- you have not paid your excess or accepted it will be deducted from any settlement;
- you are claiming for any infectious disease;
- you admitted liability for any loss, injury or damage;
- the incident arose during the course of your employment or was caused by someone employed by you;
- the incident was caused by an animal which you owned or had custody or control of;
- you were driving, or in control of, any motorised vehicle including any trailer or sidecar attached to it, pedal cycle, aircraft, drone, motorised skis, motorised waterborne craft, pedalo or sailing vessel;
- you were under the influence of non-prescribed drugs, solvents or anything related to your prior abuse of drugs or solvents;
- excessive alcohol consumption was a contributory factor;
- you knowingly put yourself at risk, unless you were trying to save your own or someone else's life;
- you were using firearms or incendiary devices;
- the incident took place on, or in, property (other than your temporary trip accommodation) which you own or control;
- you were taking part in an additional sports activity and you had not paid the relevant additional premium;
- you do not co-operate with us.

#### Important meanings in this section

additional sports activity – any sports or activity not listed on page 55-57 co-operate – provide us with any information or documentation we may reasonably require to enable us to verify and process your claim.

excess – the amount we will deduct from any claims settlement in respect of each person making a claim.

excessive alcohol consumption – drinking enough alcohol that it seriously affects your decision making or that you suffer injury or illness from either long-term alcohol abuse or one off 'binge'.

family member – any person who is related to you by blood, marriage, adoption, fostering or co-habitation.

**infectious disease** – any disease which has been declared as an epidemic or pandemic disease by the World Health Organisation (WHO) or the UK Government. **motorised vehicle** – car, motorcycle, moped, scooter, boat or quad bike.

motorised venicle – cal, motorcycle, moped, scooler, boat of quad bike.

period of insurance – the trip dates shown on the insurance schedule.

**reasonable safety precautions** – wearing a seat belt in a car or similar vehicle, or a helmet on a motorcycle or similar vehicle.

travel companion - a person(s) with whom you have booked to travel on the same travel itinerary.

trip - travel during the period of insurance.

we/our/us - Arch Insurance (UK) Limited.

you/your – means the Insured Person/Insured Persons named on the insurance schedule.

# If you need legal advice & legal expenses – Section B15

## If this happened:

**DAS** 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 **DAS** agree to, within the **countries covered** and
- 4. the insured incident happens within the countries covered.

Please Note: This Section is provided by DAS Legal Expenses Insurance Company Limited ('**DAS**'). **DAS** is the underwriter and provides the legal protection insurance and additional services under your policy.

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority. DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH, Registered in England and Wales. Company Number 103274, Website: <u>www.das.co.uk</u>.

#### This is what we will do:

- DAS will pay an appointed representative, on your behalf, costs and expenses incurred following an insured incident, provided that:
- a) the most DAS 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
- b) the most DAS will pay in costs and expenses is no more than the amount DAS would have paid to a preferred law firm. The amount DAS will pay a law firm (where acting as an appointed representative) is currently £100 per hour. This amount may vary from time to time
- c) in respect of an appeal or the defence of an appeal, the insured Person must tell DAS within the time limits allowed that the insured Person wants to appeal. Before DAS pay the costs and expenses for appeals, DAS must agree that reasonable prospects exist
- d) for an enforcement of judgment to recover money and interest due to the insured Person after a successful claim under this section, DAS must agree that reasonable prospects exist
- e) 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 **DAS** will pay in costs and expenses is the value of the likely award.

DAS will cover Costs and expenses to pursue your legal rights following a specific or sudden accident that causes death or bodily injury to the insured Person.

- 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 DAS Standard Terms of Appointment and these will not be paid by DAS.
- DAS will not pay for the following:
  - Any illness or bodily injury that happens gradually or is not caused by a specific or sudden accident.
  - Psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury to an **insured Person**.
  - Defending an **insured Person's** legal rights, but **DAS** will cover defending a counterclaim.
  - o Any claim relating to clinical negligence.

#### Important meanings in this section

appointed representative – The preferred law firm, law firm or other suitably qualified person DAS will appoint to act on behalf of the insured Person. costs and expenses – (a) All reasonable and necessary costs chargeable by the appointed representative and agreed by DAS in accordance with the DAS Standard Terms of Appointment, (b) 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 DAS' agreement.

countries covered - As specified on your insurance schedule.

DAS - DAS Legal Expenses Insurance Company Limited.

DAS Standard Terms of Appointment – The terms and conditions (including the amount DAS 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.

date of occurrence – 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 insurance schedule who is eligible to be insured and for whom premium has been paid.

preferred law firm – A law firm or barristers' chambers DAS 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 DAS' agreed service standard levels, which DAS audit regularly. They are appointed according to the DAS 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), makes a successful defence or make a successful appeal or defence of an appeal, must be at least 51%. DAS, or preferred law firm on DAS' behalf, will assess whether there are reasonable prospects.

## **Exclusions applying to Section B15 Only**

## What is not covered

DAS will not pay for the following:

- 1. A claim where an **insured Person** has failed to notify **DAS** of the insured incident within a reasonable time of it happening and where this failure adversely affect the **reasonable prospects** of a claim or **DAS** consider their position has been prejudiced.
- 2. An incident or matter arising before the start of this cover.
- 3. Costs and expenses incurred before DAS' written acceptance of a claim.
- 4. Defending an insured Person's legal rights, but DAS will cover defending a counter-claim.
- 5. Fines, penalties, compensation or damages that a court or other authority orders an insured Person to pay.
- 6. Any legal action an insured person takes that DAS or the appointed representative have not agreed to, or where an insured Person does anything that hinders DAS or the appointed representative.
- 7. A dispute with **DAS** not otherwise dealt with under section condition 7.
- 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.
  - d. pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
- 10. 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.
- 11. Any costs and expenses that are incurred where the appointed representative handles the claim under a contingency fee arrangement.
- 12. A claim against DAS, Arch Insurance (UK) Limited, our agent, tour operator or travel agent.

# **Conditions applying to Section B15 Only**

- a) On receiving a claim, if legal representation is necessary, DAS 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, DAS 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 DAS will pay is the amount DAS would have paid if they had agreed to the DAS Standard Terms of Appointment. The amount DAS 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 DAS at all times and must keep DAS up to date with the progress of the claim.
- a) An insured Person must co-operate fully with DAS and the appointed representative.
- b) An insured Person must give the appointed representative any instructions that DAS ask an insured Person to.
- 3.

2.

1.

- a) An insured Person must tell DAS if anyone offers to settle a claim. An insured Person must not negotiate or agree to a settlement without DAS' written consent.
- 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 reasonable value of the insured Person's claim, instead of starting or continuing legal action. In these circumstances an insured Person must allow DAS to take over and pursue or settle any claim on behalf of an insured Person. An insured Person must also allow DAS to pursue at their own expense and for their own benefit, any claim for compensation against any other person and an insured Person must give DAS all the information and help DAS need to do so.
- 4.
- a) An insured Person must instruct the appointed 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** and court attendance expenses that **DAS** have to pay and must pay **DAS** any amounts that are recovered.
- 5. If the appointed representative refuses to continue acting for an insured Person with good reason, or if an insured Person dismisses the appointed representative without good reason, the cover DAS provide will end immediately, unless DAS agree to appoint another appointed representative.
- 6. If an insured Person settles or withdraws a claim without DAS' agreement, or does not give suitable instructions to the appointed representative, DAS can withdraw cover and will be entitled to reclaim from an insured Person any costs and expenses DAS has paid.
- 7. If there is a disagreement about the handling of a claim and it is not resolved through DAS' internal complaints procedure the Financial Ombudsman Service may be able to help. This is a free arbitration service for eligible complaints. (Details available from <u>www.financial-ombudsman.org.uk</u>) If the dispute is not covered by the Financial Ombudsman Service there is a separate arbitration process available. The arbitrator will be a jointly agreed

barrister, solicitor or other suitably qualified person. If there is a disagreement over the choice of arbitrator, **DAS** 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. DAS may require an insured Person to get, at the insured Person's expense, an opinion from an expert that DAS considers appropriate on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by DAS and the cost agreed in writing between the insured Person and DAS. Subject to this, DAS will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that the insured Person will recover damages (or obtain any other legal remedy that DAS have agreed to) or makes a successful defence.
- 9. An insured Person must:
  - a) keep to the terms and conditions of this section
  - b) take reasonable steps to avoid and prevent claims
  - c) take reasonable steps to avoid incurring unnecessary costs
  - d) send everything DAS asks for, in writing, and
  - e) report to DAS full and factual details of any claim as soon as possible and give DAS any information DAS need.
- 10. DAS will, at DAS' discretion, void this section (make it invalid) from the date of claim, or alleged claim, and/or DAS will not pay the claim if:
  - a) a claim an insured Person has made to obtain benefit under this policy is fraudulent or intentionally exaggerated, or
  - b) a false declaration or statement is made in support of a claim.
- 11. Apart from **DAS**, an **insured Person** is the only person who may enforce all or any part of this policy 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 interest.
- 12. If any claim covered under this section is also covered by another policy, or would have been covered if this section did not exist, **DAS** will only pay their share of the claim even if the other insurer refuses the claim.
- 13. This section is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where the **insured Person** 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.

# Euro Law Advice applying to Section B15 Only

**DAS** will give an **insured Person** confidential legal advice over the phone on any personal legal problem under the laws of the United Kingdom of Great Britain and Northern Ireland, any European Union country, Isle of Man, the Channel Islands, Switzerland and Norway.

An **insured Person** can contact **DAS**' UK- based call centre 24 hours a day, seven days a week. However, **DAS** may need to arrange to call the **insured Person** back depending on the **insured Person's** enquiry. Advice about the law in England and Wales is available 24 hours a day, seven days a week. Legal advice for the other countries is available 9am-5pm, Monday to Friday, excluding public and bank holidays. If an **insured Person** calls outside these times, a message will be taken and a return call arranged within the operating hours.

To help check and improve service standards, DAS may record all calls.

To contact the above service, phone DAS on +44 (0) 117 934 0470. When phoning, please quote your DAS policy number TV1/6954720

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

# Data Protection applying to Section B15 Only

To comply with data protection regulations **DAS** are committed to processing personal information fairly and transparently. This section is designed to provide a brief understanding of how **DAS** collect and use this information.

DAS may collect personal details including name, address, date of birth, email address and, on occasion, dependent on the type of cover in place, sensitive information such as medical records. This is for the purpose of managing the products and services in place and this may include underwriting, claims handling and providing legal advice. DAS will only obtain personal information either directly from you, the third party dealing with your claim or from the authorised partner who sold this policy.

## Who DAS are

DAS is part of DAS Legal Expenses Insurance Company Limited which is part of DAS UK Holdings Limited (DAS UK Group). The uses of personal data by DAS and members of the DAS UK Group are covered by DAS' individual company registrations with the Information Commissioner's Office. DAS has a Data Protection Officer who can be contacted at <u>dataprotection@DAS.co.uk</u>

## How DAS will use your information

**DAS** may need to personal information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers, specialist agencies or other members of the DAS UK Group, so they may contact you for your feedback. If the policy includes legal advice **DAS** may have to send the personal information outside of the European Economic Area (EEA) in order to give the legal advice on non-European Union law. Dependent on the type of cover in place, the personal information may also be sent outside the EEA so the service provider can administer the claim.

DAS will take all steps reasonably necessary to ensure the personal data is treated securely and in accordance with this Privacy Notice. Any transfer outside of the EEA will be encrypted using SSL technology.

**DAS** will not disclose the personal data to any other person or organisation unless **DAS** are required to by **DAS**' legal and regulatory obligations. For example, **DAS** may use and share the personal data with other organisations and public bodies, including the police and anti-fraud organisations, for the prevention and detection of crime, including fraud and financial sanctions. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering. Further details explaining how the information held by fraud prevention agencies may be used can be obtained by writing to, or telephoning **DAS**. A copy is also accessible and can be downloaded via our website.

#### What is DAS' legal basis for processing your information?

It is necessary for DAS to use the personal information to perform DAS obligations in accordance with any contract that DAS may have with the person taking out this policy. It is also in DAS' legitimate interest to use the personal information for the provision of services in relation to any contract that DAS may have with the person taking out this policy.

#### How long will your information be held for?

DAS will retain personal data for 7 years. DAS will only retain and use the personal data thereafter as necessary to comply with DAS' legal obligations, resolve disputes, and enforce DAS' agreements. If you no longer want DAS to use the personal data, please contact DAS at <u>dataprotection@das.co.uk</u>

#### What are your rights?

The following rights are available in relation to the handling of personal data:

- the right to access personal data held
- the right to have inaccuracies corrected for personal data held
- the right to have personal data held erased
- the right to object to direct marketing being conducted based upon personal data held
- the right to restrict the processing for personal data held, including automated decision-making
- the right to data portability for personal data held.

Any requests, questions or objections should be made in writing to the Data Protection Officer:

## **Data Protection Officer**

DAS Legal Expenses Insurance Company Limited DAS House Quay Side Temple Back Bristol BS1 6NH Or via email: dataprotection@das.co.uk How to make a Claim applying to Section B15 Only

If your claim relates Section B15 'If you need legal advice & legal expenses', please contact:

#### DAS Legal Expenses Insurance Company Ltd

Telephone: +44 (0) 117 934 0470 and quote reference TV1/6954720

# How to make a Complaint applying to Section B15 Only

If your complaint relates Section B15 'If you need legal advice & legal expenses', please contact:

Customer Relations Department

DAS Legal Expenses Insurance Company Ltd, DAS House, Quay Side, Temple Back, Bristol BS1 6NH Telephone: 0344 893 9013

Email: <u>customerrelations@das.co.uk</u>

Or complete DAS' online complaint form at: www.das.co.uk/about-das/complaints

If there is any dissatisfaction with the way in which personal data has been processed, the Data Protection Officer can be contacted in the first instance using the details above.

If you remain dissatisfied, the Information Commissioner's Office can be approached directly for a decision. The Information Commissioner can be contacted at:

Information Commissioner's Office Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF Online: www.ico.org.uk

# Are you thinking of taking part in any sports or activities?

We want you to enjoy your trip, and we appreciate that sometimes you may be tempted to try an activity or sport while you are away – your policy will cover the following activities as standard without you having to pay an additional premium.

Please Note: There is no cover for those activities marked in italics under section 'If you are held legally liable for injury or damage'.

Activities covered as Standard
AerobicsCurlingLaser Tag Cycle Touring /Leisure Biking (up to 1,000m)Laser Tag Low RopesSegway (supervised, non-competitive)Anateur Athletic Track Events Angling/Fishing (freshwater) Angling/Fishing (freshwater) Andrein1,000m)Laser Tag Low RopesSortkelling (inside marked areas and/or with a lifeguard present) SottballBadminton Bannaboo Rafing Banana Boating Baskeball Bilid Vathing Bilid Vathing Body BoardingDancing Darts Disc Golf Diving (Indoor up to 5m) Dragon Boat RacingNetballNetballSottball Summing (inside marked areas and/or with lifeguard present) SottballBanana Boating Baskeball Biliards Biliards Biliards Buing Bowing Bowing ConselFencing Flag Football Froiting (Divate/ small arrorafthelicopter)Petangue Petangue Petangue PoolTable Tennis Table Tennis Ten Pin Bowling Tennis Ten Pin Bowling RacingTable Tennis Ten Pin Bowling Tensis Ten Pin Bowling Racing (Instore marked areas and / or with lifeguard present)Bowling Bowling Bowling Camel/Elephant Riding Trekking (UK booked)Golf Gorila Trekking (up to 1,000m)Quoit Racing (White Water Racing (not upping) Hot Air Balooning Intoor Skating (not ice)Racing (White Water Grades 1-3) Refeactment Rowing (inshore -recreational)Water Parks WoatsCamel/Elephant Riding Trekking (UK booked)Jet Boating Jet Boating Jet BoatingSafari (UK organised)VoleyballCamel/Elephant Riding Trekking (UK booked)Jet Boating Jet Boating Jet BoatingSafari (UK organised)Safari (UK organised) <td< td=""></td<>

If you are considering taking part in any activity which is not listed, please contact us on 0330 880 1791 to discuss this and we will let you know what, if any, additional premium is necessary.

	Activity Pack 2 – Addit	ional Premium Required	
Abseiling (Indoor/Outdoor climbing wall up to 25m) Adventure Racing (up to 12 hours) <i>Airsoft</i> American Football - Training or Amateur Match (Organised & with Safety Equipment) Angling/Fishing (Sea) Animal Sanctuary (Big Game) Assault Courses (No High Ropes) Biathlon Big Foot Skiing Blade Skating Breathing Observation Bubble (BOB)	Gliding (non-competitive) Go Karting Gorge Walking (with ropes) Gorilla Trekking (booked during trip - requires appropriate trekking altitude pack) Gymnastics Handball (Organised Amateur Match) Harness Racing Hockey (Ice) With Full Body Protection Horse Jumping (no Polo, no Hunting) Horse Riding (Eventing) Husky Dog Sledding Hydro Zorbing	Paint Balling         Parasailing         Parascending (Over water)         Power Boating (inshore)         Power Boating (inshore)         Power lifting         Quad Bikes (Providing you wear a helmet)         Rafting (White Water Grade 4)         Rap Running/Jumping (Indoor/Outdoor climbing wall up to 25m)         River Tubing         Rodeo         Roller Derby (Safety equipment must be wom)	Snow Parascending Snow Scooting Snow Shoe Walking Snow Tubing Snowcat Driving Speed Sailing (in shore) Speed Skating Speed Trials/Time Trials (Organised, not public roads) Street Hockey Summer Tobogganing Surf life-saving (organised competition) Surfing Swimming (outside marked areas and / or
Camel/ Elephant Riding/Trekking (non-UK booked) Canoeing/Kayaking (White Water Grade 4) Canyoning Cat Skiing Climbing (Indoor/Outdoor climbing wall up to 25m) Cross Country Running	Ice Fishing Ice Skating Iron Man Judo (Organised Training) Karate (Organised Training) Kendo (Organised Training) Kick Sledging	Roller Hockey Rugby (Amateur Match) Rugby (Training) Safari (non-UK booked) Safari Trekking (non-UK booked) Sand Boarding Sand Dune Surfing/Skiing Sand Yachting	without lifeguard present) Swimming off of a boat (Unsupervised and / or no lifeguard) Telemarking Tough Mudder Trampolining Tree Top Canopy Walking Trekking/ Mountain Walking/ Hiking/
Diving (Indoor up to 10m) Dry Slope Skiing Equestrian Falconry Field Hockey (organised amateur match) Fell Running (up to 2,000m) Fly boarding Flying (Crew/Pilot) Flying Helicopter (Pilot) Football/Soccer - Organised Amateur Match Frisbee (Ultimate Frisbee)	Lacrosse Land Skiing Langlauf Martial Arts (Organised Training) Modern Pentathlon Mono-Skiing Mountain Biking (up to 2,000m) Mountain Boarding Octopush Off Road Motorcycling (up to 250cc) Off-piste skiing/snowboarding (with guide)	Sea Canoeing/Kayaking (inshore) Shark Diving/Swimming (Cage) Shinty Ski Boarding Ski Bobbing Skiing Skiing - Nordic/ Cross Country/ Sledging/ Tobogganing Sleigh riding (Reindeer, Horses or Dogs) Snorkelling - outside marked areas and / or without lifeguard present	Rambling/ Mountaineering (in group) all up to 2,000m Triathlon Under 17 Driving (not public roads) War Games/Paint Balling Water Polo Water Skiing (No Jumping) Weight Lifting Windsurfing/ Boardsailing/ Sailboarding Wrestling (Organised Training) Zip Lining / Zip Trekking (booked during trip
Gaelic Football-Training or Amateur Match Glacier Walking		Snow Biking Snow Mobile/Ski Doos	<ul> <li>requires appropriate trekking altitude pack)</li> <li>Zorb Football</li> </ul>

	Activity Pack 3 – Additi	onal Premium Required	
Abseiling (outdoor above 25m)	Heli-skiing	Rap Running/Jumping (Outdoor above 25m)	Skiing - Glacier
Blowcarting /Land Yachting/ Kite Buggy Boxing Training	High Diving Hurling Hydrospeeding	River Bugging Roller Skating (24-hour relay)	Skiing - Snowcat Snow Karting Snow Kiting
Caving/ Pot Holing Climbing (Rock & Ice - Harnessed up to 3.000m)	Ice Go Carting Ice Windsurfing	Skeleton Ski Biking Ski Blading/ Snow Blading Ski Mautainagaring (up to 2 000m)	Snow Surfing Trekking/ Mountain Walking/ Hiking/
Devil Karting Dirt Boarding	Jousting Kite-Boarding/ Surfing	Ski Mountaineering (up to 3,000m) Ski Randonee Ski Run / Walking (up to 3,000m)	Rambling/ Mountaineering - in group (up to 3,000m)
Fell Running (up to 3,000m)	nning (up to 3,000m) Motorised Buggying Ski Touring (up to 3,000	Ski Touring (up to 3,000m)	Via Ferratta Wake Boarding
Glacier Skiing Gorge Walking (no ropes)	Mountain Biking (up to 3,000m) <b>P</b> aragliding Parascending (over land) Paramotoring Passenger Sledge	Skiing - Freestyle	Wake boarding Water Skiing (Jumping) Wind Tunnel Flying/ Indoor Sky Diving Zorbing/Sphering

	Activity Pack 4 – Addi	ional Premium Required	
Adventure Racing (up to 24 hours)	Downhill Mountain Biking	Parapenting/ Paraponting	Trekking/ Mountain Walking/ Hiking/
Assault Courses including High Ropes and harnessed	Fell Running (up to 4,000m) Freestyle Skateboarding	Polo Polo cross	Rambling/ Mountaineering - in group (Inca - Trail)
Black Water Rafting BMX Freestyle & Racing	Gliding (competition) Hang Gliding	Power Boating (off shore) Power Gliding Power Kiting	Trekking/ Mountain Walking/ Hiking/ Rambling/ Mountaineering- in group (up to 4.000m)
Bull Riding Canoeing/Kayaking (White Water Grade 5)	Micro Lighting	Rafting (White Water Grade 5)	Wicker Basket Tobogganing
Cave Diving Motocross	<b>S</b> cuba Diving (not solo - to 40m) Ski Flying	Yachting (racing/ crewing) - outside territorial waters (offshore)	
Climbing (Rock & Ice - Harnessed up to 4,000m)	Mountain Biking (up to 4 000m)	Slack-Lining Tandem Skydive (up to 2 jumps maximum)	Zip Trekking
Cycling Racing Cyclo Cross	Off-Piste Skiing/Snowboarding (Without a Guide)		

# Data Protection - Personal Information (Applying to all sections underwritten by Arch Insurance (UK) Limited)

The privacy and security of **your** information is important to **us**. This notice explains who **we** are, the types of information **we** hold, how **we** use it, who **we** share it with and how long **we** keep it. It also informs **you** of certain rights **you** have regarding **your** personal information under current data protection law. The terms used in this Fair Processing Notice relate to the Information Commissioner's Office guidance.

#### Who are we?

Arch Insurance (UK) Limited which is part of the Arch Insurance group ("Arch"). Arch is the Data Controller of the information **you** provide **us** and is registered with the Information Commissioner's Office for the products and services **we** provide to **you**.

You can contact us for general data protection queries by email to <u>DPO@archinsurance.co.uk</u> or in writing to Compliance Team, 5th Floor, 60 Great Tower Street, London EC3R 5AZ. Please advise us of as much detail as possible to comply with your request.

#### What information do we collect?

We will collect personal information which may include your name, telephone number, email address, postal address, occupation, date of birth, additional details of risks related to your enquiry or product and payment details (including bank account number and sort code) which we need to offer and provide the service or product or deal with a claim.

We may need to request and collect sensitive personal information such as details of convictions or medical history that are necessary for providing you with the product, service or for processing a claim.

We 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. We will therefore not seek explicit consent to process this information as the processing is legitimised by its criticality to the service provision. If you object to use of this information then we will be unable to offer you the product or service requested.

#### How do we use your personal information?

We will use your personal information to

- assess and provide the products or services that you have requested
- communicate with you
- develop new products and services
- undertake statistical analysis

We may also take the opportunity to

- contact you about products that are closely related to those you already hold with us
- provide additional assistance or tips about these products or services
- notify you of important functionality changes to our websites

We make outbound phone calls for a variety of reasons relating to many of **our** products or services (for example, to update **you** on the progress of a claim or to discuss renewal of **your** insurance contract). We are fully committed to the regulations set out by Ofcom and follow strict processes to ensure we comply with them.

To ensure confidentiality and security of the information we hold, we may need to request personal information and ask security questions to satisfy ourselves that you are who you say you are.

We may aggregate information and statistics on website usage or for developing new and existing products and services, and we may also provide this information to third parties. These statistics will not include information that can be used to identify any individual.

#### Securing your personal information

We follow strict security procedures in the storage and disclosure of your personal information in line with industry practices, including storage in electronic and paper formats.

We store all the information you provide to us, including information provided via forms you may complete on our websites, and information which we may collect from your browsing (such as clicks and page views on our websites).

Any new information you provide us may be used to update an existing record we hold for you.

#### When do we share your information?

To help **us** prevent financial crime, **your** details may be submitted to fraud prevention agencies and other organisations where **your** records may be searched, including the Claims and Underwriting Exchange (CUE) and the Motor Insurers Anti-Fraud and Theft Register (MIAFTR).

In addition to companies within the Arch Insurance Group, third parties (for example insurers or loss adjustors) deliver some of **our** products or provide all or part of the service requested by **you**. In these instances, while the information **you** provide will be disclosed to these companies, it will only be used for the provision and administration of the service provided (for example verification of any quote given to **you** or claims processing, underwriting and pricing purposes or to maintain management information for analysis).

This may also include conducting a search with a credit reference bureau or contacting other firms involved in financial management regarding payment.

The data **we** collect about **you** may be transferred to, and stored at, a destination outside of the European Economic Area ("EEA"). It may also be processed by staff operating outside of the EEA who work for **us** or for one of **our** suppliers. Such staff may be engaged in, amongst other things, the provision of information **you** have requested.

If we provide information to a third party we will require it and any of its agents and/or suppliers to take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this fair processing notice.

We may of course be obliged by law to pass on your information to the police or other law enforcement body, statutory or regulatory authority including but not limited to the Employer's Liability Tracing Office (ELTO) and the Motor Insurance Bureau (MIB).

We may also share your information with anyone you have authorised to deal with us on your behalf.

#### How long do we keep your information for?

We will not keep your personal information longer than is necessary for the purpose for which it was provided unless we are required by law or have other legitimate reasons to keep it for longer (for example if necessary for any legal proceedings).

We will normally keep information for no more than 6 years after termination or cancellation of a product, contract or service we provide. In certain cases, we will keep your information for longer, particularly where a product includes liability insurances or 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

Under data protection law you have the right to change or withdraw your consent and to request details of any personal data that we hold about you.

Where we have no legitimate reason to continue to hold your information, you have the right to be forgotten.

We may use automated decision making in processing your personal information for some services and products. You can request a manual review of the accuracy of an automated decision that you are unhappy with.

Further details of your rights can be obtained by visiting our long form notice at www.archcapgroup.com/Privacy-and-Data-Protection-Policy

# **Optional Extensions**

Optional extensions are available at an additional premium. These extensions only apply if you have selected them upon purchase and this is reflected on your insurance schedule. Additional details of cover are stated in the Fit2Travel extension booklet. For further information please call 0330 880 1791. The optional extensions available on this policy are:

- Gadget Extension
- Excess Waiver

		Wear &	Tear Scale (D	epreciation)		
Age of Property	Clothing	Jewellery	Valuables	Cosmetics, Toiletries & Perfumes	Gadgets	Mobility Equipment
0-5 months	0%	0%	0%	50%	0%	0%
6-11 months	5%	0%	5%	50%	5%	0%
1-2 years	10%	5%	10%	60%	10%	0%
2-4 years	20%	10%	30%	60%	30%	5%
4-6 years	30%	15%	40%	70%	40%	10%
6 years +	40%	20%	60%	80%	60%	15%

# **Meet your insurers**

Sections A1, B1 – B2, B4 – B14 are underwritten by Arch Insurance (UK) Limited. Arch Insurance (UK) Limited, 5th Floor, 60 Great Tower Street, London EC3R 5AZ – (FCA Register No 229887) authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Sections A2 & B3 are provided by International Passenger Protection Limited (IPP), IPP House, 22-26 Station Road, West Wickham, Kent BR4 0PR, United Kingdom and is underwritten by Liberty Mutual Insurance Europe SE (The Insurer). The Insurer is authorised and regulated by the Luxembourg Minister of Finance and the Commissariat aux Assurances. Deemed authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority (registered number 829959). Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website.

**IPP Data Protection** - We will deal with any information you provide to us in compliance with the provisions of relevant Data Protection legislation. For the purposes of providing this insurance and the handling of any claims or complaints, we may need to transfer certain information which you have provided to other parties.

**IPP Sanctions** - International Passenger Protection Limited will not provide any benefit under this insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

**IPP Non-Assignment** - No title, right or interest under this policy may be assigned, transferred, conveyed or otherwise disposed of without the consent in writing of the Insurer hereon. Any attempt to assign rights or interests without the Insurer's written consent is null and void.

Section B15 is provided by DAS Legal Expenses Insurance Company Limited ('DAS'). DAS is the underwriter and provides the legal protection insurance and additional services under your policy.

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority.

DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH, Registered in England and Wales. Company Number 103274, Website: www.das.co.uk.

Several Liability – The subscribing insurers obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

# **Financial Services Compensation Scheme (FSCS)**

Arch Insurance (UK) Limited and the other insurers of this Policy are covered by the Financial Services Compensation Scheme (FSCS).

If We are unable to meet Our obligations, You may be entitled to compensation from the scheme, depending on the type of insurance and the circumstances of the claim.

Further information is available from the FSCS at www.fscs.org.uk

Make yourself heard
At Fit2Travel Travel Insurance we take great pride in treating our customers fairly and we have tried to ensure that our policies are easy to understand; but
sometimes we and our insurers might get it wrong, in which case we want you to tell us.
If your complaint relates to the sales literature, the way in which your policy was sold to you, the Medical Screening Service or regarding information about your
policy, please contact:
Brokersure Ltd
Digital House, Threshelfords Business Park, Inworth Road, Feering, Colchester, Essex, CO5 9SE
Telephone: 0330 880 3605
Online: enquiries@brokersure.com
If your complaint relates to a claims, or assistance you received whilst travelling, please contact:
Complaints Manager
Arch Insurance (UK) Limited
5 <sup>th</sup> Floor, 60 Great Tower Street, London, EC3R 5AZ
Email: <u>complaints@archinsurance.co.uk</u>
If your complaint relates to the End Supplier Failure Insurance sections of cover or claims, please contact:
End Supplier Failure Insurance – ESFI
Compliance Officer
Liberty Mutual Insurance Europe SE, 20 Fenchurch Street, London, EC3M 3AW.
Telephone: +44 (0)203 758 0840 Email: <u>complaints@libertyglobalgroup.com</u>
Please quote your policy number and/or claim number.
If your complaint relates Section B15 'If you need legal advice & legal expenses', please contact:
Customer Relations Department
DAS Legal Expenses Insurance Company Ltd, DAS House, Quay Side, Temple Back, Bristol BS1 6NH
Telephone: 0344 893 9013
Email: <u>customerrelations@das.co.uk</u>
Or complete DAS' online complaint form at: www.das.co.uk/about-das/complaints
If We have not resolved Your complaint within eight weeks or You are not satisfied with Our response, You may be able to refer it to the Financial Ombudsman
Service (FOS). You must do this within six months of receiving Our final response letter. Contact details for the Financial Ombudsman Service (FOS) are:
The Financial Ombudsman Service
Exchange Tower, London, E14 9SR
Telephone (Landline): 0800 023 4567 (Mobile): 0300 123 9123
Email: complaint.info@financial-ombudsman.org.uk Web: www.financial-ombudsman.org.uk

# **Fit2Travel**

Your Fit2Travel Travel Insurance Policy Extension Booklet

**Backpacker Longstay** 

For policies issued between 01/10/2022 to 30/09/2022

This extension is for residents of the United Kingdom or the Channel Islands.

Fit2Travel insurance is provided by Brokersure Ltd who are authorised and regulated by the Financial Conduct Authority under Firm Reference Number 501719.

Unless otherwise stated this Insurance is underwritten by Arch Insurance (UK) Limited (FCA Register No: 229887). Arch Insurance (UK) Limited are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

# **Summary Table**

Page Number		
2	About this policy	
2	Your Important contact numbers	
ა	To make a claim	
4	Cover Table	
5-6	Gadget Extension	
7-9	Data protection – Personal Information	
9	Wear & Tear Scale (Depreciation)	
9	Meet your Insurers	
10	Financial Services Compensation Scheme (FSCS)	
10	Make yourself heard	

#### About this policy

#### This booklet is an extension of your main Fit2Travel travel insurance policy wording.

Please note: The extension in this booklet will only apply if **you** have paid the appropriate additional premium for the extension and it is listed on **your** insurance schedule. All the things **we** told **you** about in the main policy wording also apply to these extensions.

This extension booklet provides details of the extra cover **you** have paid for. It will also tell **you** of any new terms and conditions that apply here that were not mentioned in the main policy wording.

#### Important meanings in this section:

we/our/us - Arch Insurance (UK) Limited.

you/your - means the Insured Person/Insured Persons named on the insurance schedule.

## Your Important Contact Numbers

## IF YOU NEED EMERGENCY MEDICAL ASSISTANCE ABROAD

This policy includes a 24 hours emergency medical assistance service.

In the event of an Insured Person suffering a serious injury or illness which may lead to hospital treatment as an in-patient or emergency repatriation contact Cega Assistance immediately on telephone number: +44 (0) 1243 621 501

Or email: assistance@cegagroup.com

TO MAKE A CLAIM please contact us as soon as possible - please keep copies of all information you send us
All Sections
CEGA Claims Service
PO Box 127,
Chichester, West Sussex,
PO18 8WQ.
Email: <u>claims@cegagroup.com</u>
Telephone: 0345 258 7172
TO ASK A QUESTION OR AMEND YOUR POLICY
To amend or cancel your policy please call us on 0330 880 1791
Or email us: enquiries@fit2travel.co.uk

## Cover Table

This table shows you what cover may be available under this insurance policy and is subject to the terms, conditions and exclusions already mentioned and detailed in the individual policy sections. Please be aware that if your circumstances do not fit those described, then there is no cover in place. The amounts shown under 'We will pay up to' are the maximum amounts payable under each policy section for each insured person.

Cover under these extensions will only apply if you have paid the appropriate additional premium for each extension and it is listed on your insurance schedule.

Please note: Some sections have individual item limits, or limits to the amount paid per period; please refer to the individual policy sections for these limits.

The 'Excess' is the amount that will be deducted from your claim for each insured person.

Cover			We will pay up to	Excess
Page No.	Gadget Extension	Section		
	If your gadgets are lost, stolen or accidentally damaged	GA1	£1,000	As per your main policy

## If your gadgets are lost, stolen or accidentally damaged – Section GA1

#### If this happened:

Despite having taken **precautions your gadget(s)** was lost, stolen or accidentally damaged during **your trip**. What **we** pay is calculated on the value of the **gadget(s)** at the time it is lost, stolen or accidentally damaged.

This is what we will do:

We will pay you up to

£1,000

in total for lost, stolen or accidentally damaged gadget(s) after a deduction for wear and tear.

We will also pay you up to

£1,000

for the reimbursement of unauthorised call or data download, which **you** cannot recover from **your** network provider, if **your** mobile phone is accidentally lost or stolen whilst on **your trip** and is used fraudulently.

The excess amount for this section is as per your main policy per person per incident

- your gadget was in your checked-in baggage;
- your gadget falls outside our eligibility criteria;
- **you** did not report loss or theft to the local Police and obtain a written report within 24 hours of discovering the incident;
- your claim is for a mobile phone and you did not notify your service provider and ask them to blacklist your phone;
- you are unable to provide evidence of ownership;
- you did not take all available precautions;
- you left your gadget unattended in a public place;
- your gadget was stolen from a motor vehicle or your trip accommodation, and you cannot provide evidence of unauthorised and/or forcible entry;
- you ask us to reimburse unauthorised calls or data if you did not report the loss or theft of your mobile phone to the service provider within 24 hours of discovery and you have not provided an itemised bill from your service provider;
- you ask us to pay for loss, theft of or accidental damage to accessories other than SIM or PCIMA cards which were in the gadget at the time of the loss, theft or damage;
- you do not co-operate with us.

#### Important meanings in this section

checked-in baggage – suitcases, holdalls/ rucksacks that have been checked-in by your transport provider and placed in the luggage hold of your transport provider's service in which you were booked to travel.

co-operate – provide us with any information or documentation we may reasonably require to enable us to verify and process your claim.

eligibility criteria – a gadget must be in good working order and in your possession when you start your trip and purchased as new in the UK, or, if purchased as refurbished, was purchased direct from the manufacturer/ network provider in the UK.

evidence of ownership – a document to evidence that the item(s) you are claiming for belongs to you. This can be a copy of the till receipt, delivery note, gift receipt, bank or credit card statements, guarantees, instruction manuals or insurance valuation certificates.

excess – the amount we will deduct from any claim's settlement in respect of each person making a claim.

gadget(s) – include; Mobile/ Smart Phones, Laptops, Tablets, Digital Cameras, MP3 Players, CD/DVD Players, Games Consoles, Video Cameras, Camera Lenses, Bluetooth Headsets, Satellite Navigation Devices, PDAs, E-Readers, Head/Ear Phones, Portable Health Monitoring Devices, Wearable Technology.

**period of insurance** – the **trip** dates shown on the insurance schedule or if the policy is multi-trip, a **trip** that does not exceed the stated limit.

**precautions** – all measures that it would be reasonable to expect a person to take in the circumstances to prevent accidental loss or theft of their **gadgets**.

transport provider – Airline Companies, Rail Operators, Coach Operators, Ferry and Cruise Operators.

trip - travel during the period of insurance.

unattended - neither on your person or within your sight and reach.

we/our/us - Arch Insurance (UK) Limited.

you/your – means the Insured Person/Insured Persons named on the insurance schedule.

# Data Protection - Personal Information (Applying to all sections underwritten by Arch Insurance (UK) Limited)

The privacy and security of **your** information is important to **us**. This notice explains who **we** are, the types of information **we** hold, how **we** use it, who **we** share it with and how long **we** keep it. It also informs **you** of certain rights **you** have regarding **your** personal information under current data protection law. The terms used in this Fair Processing Notice relate to the Information Commissioner's Office guidance.

#### Who are we?

Arch Insurance (UK) Limited which is part of the Arch Insurance group ("Arch"). Arch is the Data Controller of the information **you** provide **us** and is registered with the Information Commissioner's Office for the products and services **we** provide to **you**.

You can contact us for general data protection queries by email to <u>DPO@archinsurance.co.uk</u> or in writing to Compliance Team, 5th Floor, 60 Great Tower Street, London EC3R 5AZ. Please advise us of as much detail as possible to comply with your request.

#### What information do we collect?

We will collect personal information which may include your name, telephone number, email address, postal address, occupation, date of birth, additional details of risks related to your enquiry or product and payment details (including bank account number and sort code) which we need to offer and provide the service or product or deal with a claim.

We may need to request and collect sensitive personal information such as details of convictions or medical history that are necessary for providing you with the product, service or for processing a claim.

We 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. We will therefore not seek explicit consent to process this information as the processing is legitimised by its criticality to the service provision. If you object to use of this information then we will be unable to offer you the product or service requested.

#### How do we use your personal information?

We will use your personal information to

- assess and provide the products or services that you have requested
- communicate with you
- develop new products and services
- undertake statistical analysis

We may also take the opportunity to

- contact you about products that are closely related to those you already hold with us
- provide additional assistance or tips about these products or services
- notify you of important functionality changes to our websites

We make outbound phone calls for a variety of reasons relating to many of **our** products or services (for example, to update **you** on the progress of a claim or to discuss renewal of **your** insurance contract). We are fully committed to the regulations set out by Ofcom and follow strict processes to ensure we comply with them.

To ensure confidentiality and security of the information we hold, we may need to request personal information and ask security questions to satisfy ourselves that you are who you say you are.

We may aggregate information and statistics on website usage or for developing new and existing products and services, and we may also provide this information to third parties. These statistics will not include information that can be used to identify any individual.

#### Securing your personal information

We follow strict security procedures in the storage and disclosure of your personal information in line with industry practices, including storage in electronic and paper formats.

We store all the information you provide to us, including information provided via forms you may complete on our websites, and information which we may collect from your browsing (such as clicks and page views on our websites).

Any new information you provide us may be used to update an existing record we hold for you.

#### When do we share your information?

To help us prevent financial crime, your details may be submitted to fraud prevention agencies and other organisations where your records may be searched, including the Claims and Underwriting Exchange (CUE) and the Motor Insurers Anti-Fraud and Theft Register (MIAFTR).

In addition to companies within the Arch Insurance Group, third parties (for example insurers or loss adjustors) deliver some of **our** products or provide all or part of the service requested by **you**. In these instances, while the information **you** provide will be disclosed to these companies, it will only be used for the provision and administration of the service provided (for example verification of any quote given to **you** or claims processing, underwriting and pricing purposes or to maintain management information for analysis).

This may also include conducting a search with a credit reference bureau or contacting other firms involved in financial management regarding payment.

The data **we** collect about **you** may be transferred to, and stored at, a destination outside of the European Economic Area ("EEA"). It may also be processed by staff operating outside of the EEA who work for **us** or for one of **our** suppliers. Such staff may be engaged in, amongst other things, the provision of information **you** have requested.

If we provide information to a third party we will require it and any of its agents and/or suppliers to take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this fair processing notice.

We may of course be obliged by law to pass on your information to the police or other law enforcement body, statutory or regulatory authority including but not limited to the Employer's Liability Tracing Office (ELTO) and the Motor Insurance Bureau (MIB).

We may also share your information with anyone you have authorised to deal with us on your behalf.

#### How long do we keep your information for?

We will not keep your personal information longer than is necessary for the purpose for which it was provided unless we are required by law or have other legitimate reasons to keep it for longer (for example if necessary for any legal proceedings).

We will normally keep information for no more than 6 years after termination or cancellation of a product, contract or service we provide. In certain cases, we will keep your information for longer, particularly where a product includes liability insurances or 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

Under data protection law you have the right to change or withdraw your consent and to request details of any personal data that we hold about you.

Where we have no legitimate reason to continue to hold your information, you have the right to be forgotten.

We may use automated decision making in processing your personal information for some services and products. You can request a manual review of the accuracy of an automated decision that you are unhappy with.

Further details of your rights can be obtained by visiting our long form notice at www.archcapgroup.com/Privacy-and-Data-Protection-Policy

Wear & Tear	Scale (Depreciation)
Age of Property	Gadgets
0-5 months	0%
6-11 months	5%
1-2 years	10%
2-4 years	30%
4-6 years	40%
6 years +	60%

# **Meet your insurers**

All Extension Sections are underwritten by Arch Insurance (UK) Limited. Arch Insurance (UK) Limited, 5th Floor, 60 Great Tower Street, London EC3R 5AZ – (FCA Register No 229887) authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Several Liability – The subscribing insurers obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

# **Financial Services Compensation Scheme (FSCS)**

Arch Insurance (UK) Limited and the other insurers of this Policy are covered by the Financial Services Compensation Scheme (FSCS).

If We are unable to meet Our obligations, You may be entitled to compensation from the scheme, depending on the type of insurance and the circumstances of the claim.

Further information is available from the FSCS at www.fscs.org.uk

Make yourself heard
At Fit2Travel Travel Insurance we take great pride in treating our customers fairly and we have tried to ensure that our policies are easy to understand; but sometimes we and our insurers might get it wrong, in which case we want you to tell us.
If your complaint relates to the sales literature, the way in which your policy was sold to you, the Medical Screening Service or regarding information about your policy, please contact:
Brokersure Ltd
Digital House, Threshelfords Business Park, Inworth Road, Feering, Colchester, Essex, CO5 9SE
Telephone: 0330 880 3605 Online: <u>enguiries@brokersure.com</u>
If your complaint relates to a claims, or assistance you received whilst travelling, please contact:
Complaints Manager
Arch Insurance (UK) Limited
5 <sup>th</sup> Floor, 60 Great Tower Street, London, EC3R 5AZ
Email: complaints@archinsurance.co.uk
If We have not resolved Your complaint within eight weeks or You are not satisfied with Our response, You may be able to refer it to the Financial Ombudsman
Service (FOS). You must do this within six months of receiving Our final response letter. Contact details for the Financial Ombudsman Service (FOS) are:
The Financial Ombudsman Service
Exchange Tower, London, E14 9SR
Telephone (Landline): 0800 023 4567 (Mobile): 0300 123 9123
Email: complaint.info@financial-ombudsman.org.uk Web: www.financial-ombudsman.org.uk