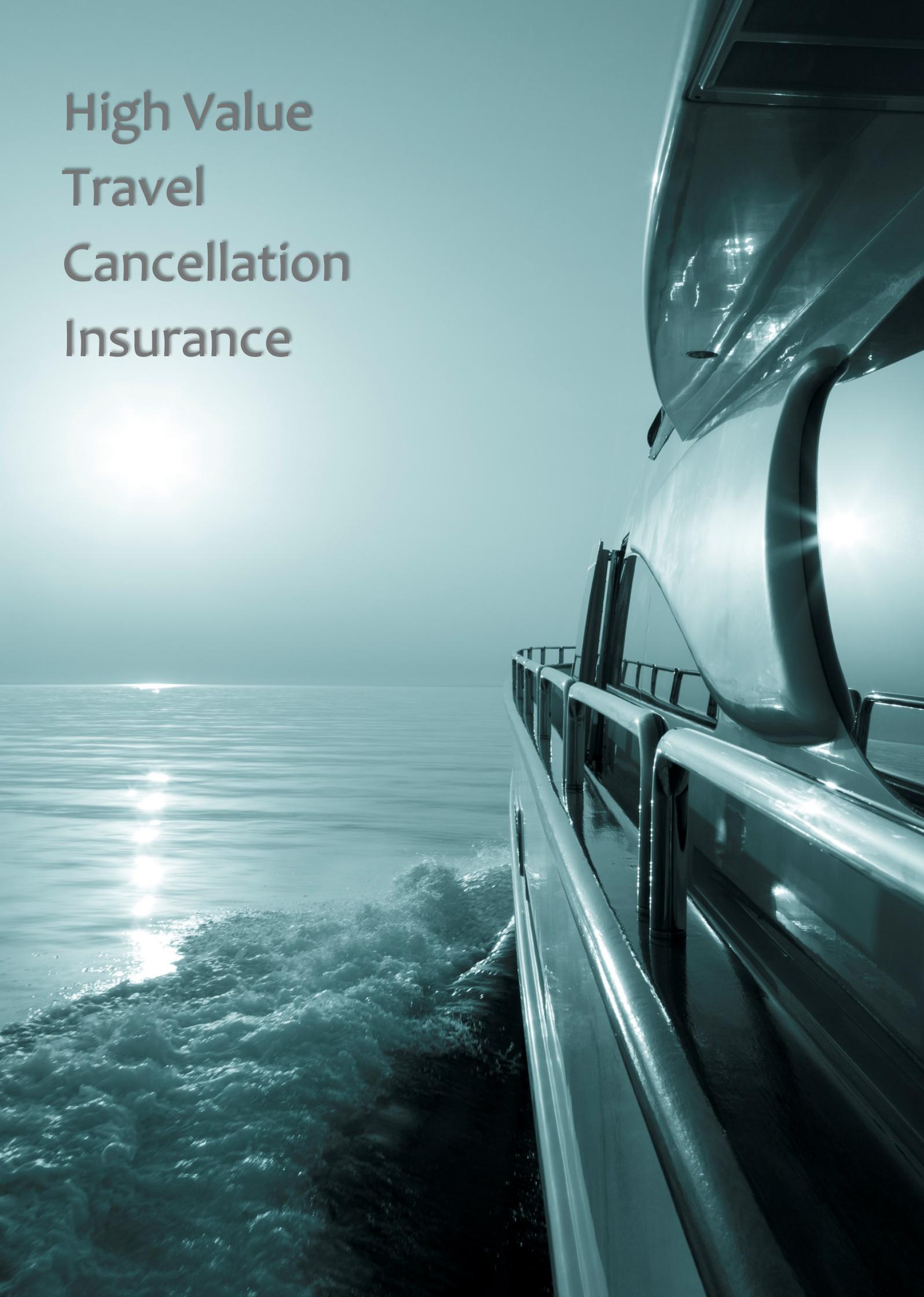


# High Value Travel Cancellation Insurance





In association with:

**Arc International Event**  
Insurance Specialist

# High Value Travel Cancellation Policy Wording

Arc International  
St Clare House  
30-33 Minorities  
London  
EC3N 1PE

## **1. GENERAL INSURING CLAUSE**

- 1.1 The Insured having provided Underwriters with certain facts which they have relied upon in assessing the risk. All subscribing Underwriters agree to indemnify the Insured for their proportions subject to payment of the agreed premium and to the terms, conditions and limitations and exclusions detailed within this Insurance contract or endorsed hereon.

## **2. ELIGIBILITY**

This insurance is only available: -

- 2.1 for Insured Persons aged under 70  
2.2 for Insured Persons who are in good health at the time of completing the proposal form.  
2.3 if all Insured Persons already have in place Travel Insurance for the Insured Trip with cancellation cover of at least GBP 7,500.

## **3. TRIP CANCELLATION, ABANDONMENT, POSTPONEMENT, INTERRUPTION OR CURTAILMENT**

This Insurance is subject to the General Conditions and General Exclusions in addition to the Specific Conditions, Terms and Exclusions detailed below or endorsed hereon: -

- |                               |  |
|-------------------------------|--|
| <i>Insuring Clause</i>        | 3.1 This Insurance is to indemnify the Insured for their Ascertained Net Loss should the Insured Trip be necessarily Cancelled, Abandoned, Postponed, Interrupted or Curtailed, which necessary Cancellation, Abandonment, Postponement, Interruption or Curtailment is the sole and direct result of a cause not otherwise excluded which occurs during the Period of Insurance and is beyond the control of the Insured. |
| <i>Additional Cost</i>        | 3.2 This insurance also indemnifies the Insured for additional costs or charges reasonably and necessarily incurred by the Insured to avoid or diminish a loss payable hereunder, provided such additional costs or charges do not exceed the amount of loss thereby avoided or diminished.  |
| <i>Maximum Liability</i>      | 3.3 The Underwriters' maximum liability shall not exceed the Limit of Indemnity stated in the Schedule for the relevant Insured Trip nor the Aggregate Limit of Indemnity stated in the Schedule.  |
| <i>Non-Appearance</i>         | 3.4 The non-appearance of any of the Insured Person(s) will cause the cancellation of the Insured Trip and this eventuality is covered under this Insurance.   |
| <i>Family Extension Cover</i> | 3.5 This Insurance will indemnify the Insured for their Ascertained Net Loss should the Insured Trip be necessarily Cancelled, Abandoned, Postponed, Interrupted or Curtailed due to the   |

unforeseen death of, life threatening accident to, manifestation of life threatening illness in any Name Person(s).

Named Person(s):

For the purposes of this policy Named Person(s) shall be Mother, Father, Sister, Brother, Spouse (whether Husband or Wife, common law spouse or partner), children (including step-children and grandchildren), grandparents and in-laws.

Excluding any losses in respect of Named Persons under the age of sixteen years who contract mumps, chicken pox, measles, German measles, whooping cough, scarlet fever, tonsillitis or diphtheria.

In respect of any Named Persons aged 70 and over coverage hereon is limited to accidental death.

Excluding Named Persons aged 80 and over.

*Adverse  
Weather*

- 3.6 This Insurance will indemnify the Insured for claims arising solely and directly in consequence of Adverse Weather as defined.

#### **4. DEFINITIONS**

- 4.1 **Insured Persons**  
The names as specified in the Schedule.
- 4.2 **Insured Trip**  
Holiday taking place at the Destination.
- 4.3 **Destination**  
Location(s) where the Insured Trip is taking place as detailed in the Schedule, where the principal activities of the Insured Trip are to take place.
- 4.4 **Period of Insurance**  
The effective date of commencement of cover will be as shown on the Schedule issued on behalf of the Underwriters on receipt of the Insured's formal acceptance of the quotation. The Schedule will be evidence that the Insurance is in force.
- 4.5 **Ascertained Net Loss** means such sums in excess of any deductible stated in the Schedule as represent: -  
that part of the Expenses which have been irrevocably expended in connection with the Insured Trip, less any savings the Insured is able to effect to mitigate such loss.
- 4.6 **Expenses** means the total of all costs and charges which would have been incurred by the Insured in organising, running and providing services for the Insured Trip had a loss not occurred.
- 4.7 **Cancellation** or **Cancelled** means the inability to proceed with any or all of the Insured Trip prior to commencement.
- 4.8 **Abandonment** or **Abandoned** means the inability to complete any or all of the Insured Trip once commenced.
- 4.9 **Postponement** or **Postponed** means the unavoidable deferment of any or all of the Insured Trip to another time.
- 4.10 **Interruption** or **Interrupted** means the inability of the Insured to hold the whole or any part of the Insured Trip after commencement, followed by the continuation of the Insured Trip.
- 4.11 **Curtailment** means the Insured Trip has to come to an end, in whole or in part, earlier than the expected end date.
- 4.12 **Destination** means the place(s) stated in the Schedule where the Insured Trip is located.
- 4.13 **Adverse Weather** means weather conditions of sufficient intensity to prevent the Insured from embarking on or continuing with the Insured Trip.

#### **5. CONDITIONS PRECEDENT**

It is a condition precedent to liability of this Insurance contract that the Insured has: -

- 5.1 **Premium Payment**

paid the premium due or pays the premium due within an agreed period.

**5.2 Pre-Existing Circumstances**

no knowledge at inception, of any matter, fact, circumstance or incident, actual or threatened, that increases or could increase the possibility of a loss under this Insurance.

**5.3 Due Diligence Clause**

agreed to take reasonable precautions and at all times do and concur in doing all things necessary to avoid or diminish any loss under this Insurance and generally act in a commercial and prudent fashion as if no insurance existed.

**5.4 Compliance With Terms**

observed and fulfilled the Terms and Conditions contained herein or endorsed hereon.

**5.5 Declaration of Truth**

declared that all information is in all respects true and complete and unchanged at the inception of this Insurance.

**5.6 Necessary Preliminary Arrangements**

made all necessary preliminary arrangements which are essential to ensure that a satisfactory Insured Trip can take place on the scheduled date. Preliminary arrangements are deemed to include, but not limited to, compliance with all contractual requirements such as venue hire, location and transport booking and when required, the obtaining of licences, permits and visas, which are valid for the period of the Insured Trip.

## **6. GENERAL EXCLUSIONS**

This insurance does not cover: -

- 6.1 loss damage or liability directly or indirectly caused by nuclear reaction, nuclear radiation or radioactive contamination.
- 6.2 loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.
- 6.3 loss or damage caused by or resulting from confiscation, nationalisation, requisition or destruction of or damage to property by or under the order of any government or public or local authority.
- 6.4
  - 6.4.1 any act of Terrorism and/or the threat thereof (whether actual or perceived) regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
  - 6.4.2 any loss resulting from or in connection with an action taken in controlling, preventing, suppressing or in any way relating to any act of Terrorism or fear thereof.
  - 6.4.3 any loss resulting from actual or threatened or feared or perceived use of biological, chemical, radioactive or nuclear agent, material device or weapon.
- 6.5 alterations or variance of the Insured Trip without the prior approval of the Underwriters.
- 6.6 wilful breach of contract by the Insured.

## **7. GENERAL CONDITIONS**

**7.1 Observance of Terms and Conditions**

The Insured must observe and comply with the terms and conditions of this Insurance as far as they relate to action being taken or not by the Insured.

**7.2 Disclosure**

If the Insured is a consumer (someone who enters into this insurance contract wholly or mainly for purposes unrelated to their trade, business or profession) they must answer all questions fully and accurately and take care not to make a misrepresentation.

If the Insured is not a consumer the information provided by the Insured must be a fair presentation. A 'fair presentation' must provide either: -

- a. clear disclosure of all material circumstances that the insured's senior management, including persons responsible for arranging the insured's insurance, know or ought to know following a reasonable search, or failing that,
- b. disclosure which gives Underwriters sufficient information to put a prudent insurer on notice that it needs to make further enquiries for the purpose of revealing those material circumstances.

A circumstance or representation is material if it would influence the judgment of a prudent insurer in determining whether to take the risk and, if so, on what terms.

#### Failure to disclose as required

- a. If the Insured is a consumer and deliberately or recklessly made a misrepresentation or, if the Insured is not a consumer and failed to present the risk (including amendments) to Underwriters fairly, then they may treat this insurance as if it never existed, refuse all claims and retain the premium. The Insured must reimburse all payments already made by Underwriters and Underwriters will be entitled to retain the premiums paid.
- b. If the Insured is a consumer and the misrepresentation was careless or if the Insured is not a consumer and failed to present the risk to Underwriters fairly but the failure was not deliberate or reckless, then Underwriters' remedy will depend upon what they would have done if the Insured had made a fair presentation of the risk: -
  - i. If Underwriters would not have provided this insurance, they may treat it as if it never existed and refuse to make any payments under it. The Insured must reimburse all payments already made by Underwriters.
  - ii. If Underwriters would have provided this insurance but charged a higher premium, they may reduce the amount they pay for any claim or loss in proportion to the premium paid bears to the premium they would have charged if the Insured had presented the risk to them fairly.

Additionally or instead of ii,

If Underwriters would have provided this insurance on different terms (apart from premium), they will treat it as if it had been provided on those different terms from the start of the period of insurance. This may result in Underwriters making no payment for a particular claim or loss. The Insured must reimburse any payment made by Underwriters they would not have paid if such terms had been in effect.

The above requirements and remedies apply when entering into this insurance and whenever it is varied.

### **7.3 Fraudulent Claims**

If the Insured makes a fraudulent claim under this insurance contract, Underwriters: -

- 7.3.1 are not liable to pay the claim; and
- 7.3.2 may recover from the Insured any sums paid by Underwriters to the Insured in respect of the claim; and
- 7.3.3 may by notice to the Insured treat the contract as having been terminated with effect from the time of the fraudulent act.

If Underwriters exercise their right under clause 6.3.3: -

- 7.3.4 Underwriters shall not be liable to the Insured in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to the Insurer's liability under the insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and,
- 7.3.5 Underwriters need not return any of the premiums paid.

If this insurance contract provides cover for any person who is not a party to the contract ("a covered person"), and a fraudulent claim is made under the contract by or on behalf of a covered person, the Insurer may exercise the rights set out in clause (1) above as if there were an individual insurance contract between the Insurer and the covered person. However, the exercise of any of those rights shall not affect the cover provided under the contract for any other person.

### **7.4 Other Insurance**

If at the time of any loss, damage or legal liability which is the subject of a claim under this Insurance there shall be in existence any other policy of insurance effected by or on behalf of the Insured covering such loss, damage or liability or any part of it, this Insurance shall be in excess of such other policy of insurance.

#### **7.5 Law and Jurisdiction**

Unless otherwise stated this Insurance shall be governed by the laws of the country identified in the Schedule whose courts shall have jurisdiction in any dispute arising hereunder.

#### **7.6 Claims**

In the event of any circumstances or incidents which could give rise to a claim under this Insurance, the Insured shall: -

- 7.6.1 give notice immediately on becoming aware of any circumstance or incident.
- 7.6.2 confirm the facts in writing as soon as possible, with as much information as is available.
- 7.6.3 make no admission of liability or promise of payment without the prior written consent of Underwriters or their appointed representatives.
- 7.6.4 take all steps to minimise or avoid any loss hereunder and act upon the instructions of Underwriters or their representatives.
- 7.6.5 provide Underwriters or their appointed representatives with: -
  - a. all necessary assistance in a timely manner.
  - b. all information requested.
  - c. all documentation and records necessary to evaluate and establish indemnity hereunder.
  - d. copies or extracts of any documents that may be required by Underwriters or their appointed representatives.without expense to Underwriters.
- 7.6.6 not include the premium or any costs incurred in the preparation of any claim made under this Insurance.
- 7.6.7 forward immediately to Underwriters or their representatives any letter, writ, or other documentation received in connection with any claim made under this Insurance.
- 7.6.8 disclose any other insurance effected by or on behalf of the Insured covering all or any part of the same Insured Trip.
- 7.6.9 in the event of loss or damage by theft or dishonesty give immediate notice to the police and keep record of same with the appropriate police reference attached.

#### **7.7 Rights of Underwriters – Claims**

Underwriters shall be entitled at their discretion to take over and conduct in the Insured's name the investigation, defence, pursuit or settlement of any claim.

Underwriters will be entitled to pursue recovery of payments made under this Insurance, in the Insured's name but at their expense.

The Insured must provide all information and assistance which may reasonably be required.

#### 7.8 **Maintenance and Inspection of Records.**

The Insured must maintain adequate records. Underwriters shall have the right to inspect, at any reasonable time, the insured property and the Insured's books and records relating to this Insurance and to take any copies.

#### 7.9 **Non-cancellable Policy**

This Insurance cannot be cancelled by the Insured unless the Insured Trip does not proceed due to a cause not insured by this Insurance and no claims have been made under this Insurance and also provided that in the event of cancellation by the Insured written notice of such cancellation has been given to the Underwriters prior to the planned date of the Insured Trip. Underwriters may at their discretion give consideration to returning a proportion of the premium paid.

#### 7.10 **Territorial Limits**

The Territorial Limits of this Insurance shall be Worldwide.

#### 7.11 **Conformity to Laws**

Terms of this Insurance which are in conflict with the laws of the country where the Insured is domiciled are amended to conform to the minimum requirement of such laws.

#### 7.12 **Assignment**

This Insurance shall not be assigned by the Insured in the whole or in part without the written consent of Underwriters.

#### 7.13 **Several Liability Notice**

The subscribing Underwriters obligations under this Insurance are several and not joint and are limited to the extent of their individual shares. The subscribing Underwriters are not responsible for the share of any co-insurer who for any reason does not satisfy all or part of its obligations.

#### 7.14 **Sanction, Limitation and Exclusion Clause**

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment or such claim or provision of such benefit would expose that (re)insurer 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.

### **8. CONDITIONS**

- |                        |     |   |
|------------------------|-----|---|
| <i>Under-Insurance</i> | 8.1 | The Insured shall maintain adequate insurance to cover the full value of a total loss of the Expenses for the Insured Trip, without any allowance for recoveries, savings or waivers. Should the Insured fail to do so, then the Underwriters will not be liable for a greater proportion of any loss covered hereunder than the Limit of Indemnity bears to the full value of a total loss of Expenses for the relevant Insured Trip. However, this condition will not apply if the amount of under-insurance is less than 10% of the sum that should have accurately reflected the true expenses. |
| <i>Salvage</i>         | 8.2 | All salvage, recoveries and payments due to the Insured will be applied as if recoveries recovered or received prior to settlement of the loss and all necessary adjustments will be made by the parties involved.  |
| <i>Subrogation</i>     | 8.3 | The Underwriters reserve the right to pursue an action for recovery from any party, whether before or after payment of a loss, at their sole discretion and in the name of the Insured or otherwise. In the event of any payment under this Insurance, the Underwriters shall be subrogated to the extent of such payments to all the Insured's rights of recovery and the Insured shall execute all papers required and shall do everything that may be necessary to secure such rights.   |

### **9. EXCLUSIONS**

This insurance excludes losses arising directly or indirectly out of, contributed to by or resulting from: -

<i>Unavailability of Location(s)</i>	9.1	any work being carried out by builders or other contractors which renders the Destination or its facilities unusable in whole or in part.
<i>Financial Causes</i>	9.2	9.2.1 withdrawal, insufficiency or lack of finance howsoever caused.
		9.2.2 the financial failure of any business.
		9.2.3 lack of or inadequate receipts, sales or profit of any business.
		9.2.4 variations in the rate of exchange, rate of interest or stability of any currency.
		9.2.5 financial default, insolvency, or failure to pay of any person, corporation or entity. All (9.2.1 to 9.2.5) whether a party to this Insurance or otherwise.
<i>Lack of Support</i>	9.3	lack of or inadequate response or inadequate financial or other support or withdrawal of such support by any party.
<i>Communicable Disease/ Pandemic/ Epidemic</i>	9.4	9.4.1 any communicable disease or fear or threat thereof (whether actual or perceived).
		9.4.2 any action taken in controlling, preventing, suppressing or in any way relating to a communicable disease or fear or threat thereof (whether actual or perceived).
		9.4.3 any epidemic or pandemic.  A communicable disease means an illness caused by a pathogen and transmitted from an infected person or animal to another person or animal.
<i>National Mourning</i>	9.5	National Mourning unless the persons are aged up to 70 years for up to seven (7) days prior to commencement of the Insured Trip, and including duration.
<i>Criminal Act</i>	9.6	a criminal act by the Insured.
<i>Non-Appearance</i>	9.7	Non-Appearance of an Insured Person due to:
		9.7.1 air travel other than travel as a passenger by a regular airline or chartered or privately-owned aircraft
		9.7.2 any hazardous activity including sky-diving, sky-surfing, parachuting, driving or riding in any kind of official and/or organised racing competition, rally or trial, rock climbing or mountaineering normally involving the use of ropes or guides, potholing, bungee jumping, parascending, canyoning, hang-gliding, and skin-diving involving the aid of breathing apparatus other than whilst accompanied by a qualified diver or under instruction from a qualified instructor.
		9.7.3 any pre-existing, physical, psychological or medical condition unless otherwise agreed in writing by the Underwriters.
		9.7.4 pregnancy, child birth or pre-menstrual tension or any problems relating thereto.
		9.7.5 Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC) howsoever this syndrome has been acquired or may be named.
		9.7.6 any sexually transmitted disease.
		9.7.7 deliberate self-harm/injury, suicide, being under the influence of drugs (unless prescribed by a medical practitioner) including the addiction to, drink including the addiction to, and solvent abuse. Wilful exposure to exceptional risk unless trying to save someone's life.
	9.7.7 being called to Jury Service.	
<i>Law of Destination country</i>	9.8	non-compliance with the laws of the Destination country or other countries travelled through en-route to the Destination.

<i>Medical Treatment</i>	9.9 any Trip that is undertaken for the purpose of: - 9.9.1 obtaining medical treatment (whatever the nature of the treatment). 9.9.2 against the advice of a medically qualified doctor. 9.9.3 after being given a terminal prognosis.
<i>Foreign &amp; Commonwealth Office</i>	9.10 travel against the advice of the Foreign & Commonwealth Office <a href="https://www.gov.uk/foreign-travel-advice">https://www.gov.uk/foreign-travel-advice</a> .
<i>Civil Commotion</i>	9.11 civil commotion assuming the proportions of or amounting to a popular uprising, riot, martial law or the act of any lawfully constituted authority in the furtherance or maintain public order.
<i>Order of Repatriation</i>	9.12 any order for repatriation, internment, imprisonment, deportation or the refusal of permit to enter any country where the Insured Event(s) is to be held.
<i>Fraud</i>	9.13 any fraud, misrepresentation or concealment by the Assured.
<i>Contractual Dispute</i>	9.14 contractual dispute or breach by the Insured or any Participant.