

COMBINED LIABILITY INSURANCE

For Tour Operators and Travel Agents

Policy Summary

Arranged by



COMBINED LIABILITY INSURANCE

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Policy Summary

Your document is an annual contract which may be renewed each year subject to your needs and our terms and conditions

The policy cover provides packaged insurance cover including Combined Liability & Professional Indemnity for Tour Operators &/or Travel Agents, which is exclusively arranged and administered by Touchstone Underwriting Limited and underwritten by Royal & Sun Alliance Insurance plc

The following provides a summary of the main policy features & benefits and any significant exclusions & limitations. For full policy details and our full policy terms & conditions please read your policy wording, which will be provided on completion of your contract, or at any time on request

The following cover provided in this Section is **optional** and can be selected, to provide insurance to suit your exact needs:

Employers' Liability Insurance

Standard Cover, Features & Benefits	Significant Limitations
<ul style="list-style-type: none">• Injury to any employee caused during the period of insurance. Injury is defined as 'bodily injury, death, disease or illness'• Covers employees temporarily working overseas• Legal Defence costs (section 3 of the policy), in defending proceedings arising from a breach of the Health & Safety at Work Act 1974, the Health & Safety at Work (Northern Ireland) Order 1978 or Part II of the Consumer Protection Act 1987 or Trade Descriptions Act 1968 or Package Travel, Package Holidays and Package Tour Regulations 1992 where there has been no actual injury or damage (Limit of Indemnity £250,000 any one period of insurance)	<ul style="list-style-type: none">• Limit of Indemnity is £10,000,000 for any one event (restricted to £5,000,000 in respect of Terrorism)• Indemnity does not apply for Nuclear risks (where liability is that of any principal or accepted under contract) and Injury (for which you are required to arrange motor insurance in accordance with the road traffic legislation within the European Union)• Offshore Risks (Offshore shall mean 'embarkation on to a vessel or aircraft for conveyance to an offshore rig or platform until disembarkation from the conveyance on to land upon return from such offshore rig or platform')

Optional Benefits	Significant Limitations
<ul style="list-style-type: none">• Crisis Plus Extension (section 7 of the policy) – Optional extension to Employers' Liability, Public & Products Liability and Directors & Officers Liability that provides cover to meet all reasonable costs and expenses in respect of Public Relations Consultancy Fees, in the event of a Disaster or Loss. The costs and expenses covered are those necessarily incurred by the Insured to employ Public Relations Consultant services. Prior written consent is required as is the use of a preferred Public Relations Consultant	<ul style="list-style-type: none">• £25,000 aggregate limit

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Public & Products Liability Insurance

Standard Cover, Features & Benefits	Significant Exclusions & Limitations
<ul style="list-style-type: none"> • Public & Products Liability - Accidental injury to members of the public, or accidental damage to their property resulting from products supplied • Wrongful arrest or false imprisonment of a member of the public • Contingent motor liability • Cover in respect of Public & Products Liability, is extended to include cover required for "packages" as defined in the Package Travel, Package Holidays & Package Tour Regulations 1992, requirements of 'clause 15' and 'Code Civile' (articles 1382,1383,1385,1733,1734,1735) • Cover for the costs and expenses in providing emergency assistance (section 5 of the policy) to the passenger(s) in the event of the death or bodily injury of the passenger whilst pursuing activities not arranged by the tour operator (in accordance with the Package Travel, Package Holidays & Package Tour Regulations 1992) • Legal Defence costs (section 3 of the policy), in defending proceedings arising from a breach of the Health & Safety at Work Act 1974, the Health & Safety at Work (Northern Ireland) Order 1978 or Part II of the Consumer Protection Act 1987 or Trade Descriptions Act 1968 or Package Travel, Package Holidays and Package Tour Regulations 1992 where there has been no actual injury or damage (Limit of Indemnity £100,000 any one period of insurance) • NEW! Corporate Manslaughter • NEW! Crisis Costs – In the event of death or hospitalisation following Injury and with the Company's written consent 	<ul style="list-style-type: none"> • Choice of Indemnity Limits from £2,000,000 any one event (higher limits can be provided on request) <p>Excludes legal liability:</p> <ol style="list-style-type: none"> a) arising from risks that require more specific insurances (e.g. motor) b) arising in connection with advice, design or specification provided for a fee c) for injury to employees d) arising from loss of, or damage to, property in your custody or control e) caused by pollution, unless sudden and accidental f) arising from contractual liability for products g) fines and penalties h) defective products and work and the repair, replacement or recall of such products i) nuclear and electronic risks j) fear of contracting asbestos related diseases k) Pre-claim asbestos clean up <ul style="list-style-type: none"> • Offshore Risks (Offshore shall mean 'embarkation on to a vessel or aircraft for conveyance to an offshore rig or platform until disembarkation from the conveyance on to land upon return from such offshore rig or platform') • Limit in respect of Emergency Assistance (section 5 of the policy) is £5,000 any one event
Optional Benefits	Significant Limitations
<ul style="list-style-type: none"> • Crisis Plus Extension (section 7 of the policy) – Optional extension to Employers' Liability, Public & Products Liability and Directors & Officers Liability that provides cover to meet all reasonable costs and expenses in respect of Public Relations Consultancy Fees, in the event of a Disaster or Loss. The costs and expenses covered are those necessarily incurred by the Insured to employ Public Relations Consultant services. Prior written consent is required as is the use of a preferred Public Relations Consultant 	<ul style="list-style-type: none"> • £25,000 aggregate limit

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Professional Indemnity Insurance

Standard Cover, Features & Benefits	Significant Limitations
<ul style="list-style-type: none"> • "Claims made" wording, meaning that the policy covers claims first made against you and notified to us during the Policy Period • Protection is given to the Insured named in the Schedule, past and present partners (or members of LLPs), directors, employees and their personal representatives in the event of death, incapacity, insolvency or bankruptcy <p>Covers civil liability (including liability for claimant's costs and expenses) incurred in connection with the conduct of Professional Business, including:</p> <ol style="list-style-type: none"> a) breach of professional duty b) liability for dishonest acts c) adjudication and arbitration awards d) other types of civil liability, such as contractual liability, unless specifically excluded <ul style="list-style-type: none"> • Covers Defence Costs incurred with our written consent in addition to the Limit of Indemnity other than claims brought in a U.S. court whereby defence costs will be included within the total limit • Compensation for court attendance in connection with a claim at the following daily rates by any principal, partner or director £500 by any Employee £250 • Special benefit clause waiving our rights to avoid the policy in the event of innocent non-disclosure at renewal 	<ul style="list-style-type: none"> • Claims which should be insured under other types of policies, such as Employers' Liability and Public & Products Liability, Directors & Officers Liability, Employment Practices Liability and Motor Insurance • Asbestos & nuclear risks, pollution, war & terrorism • Express guarantees, contractual penalties or liquidated damages which are beyond your liability at common law • Claims made by entities in which you have a controlling interest • Claims where you contract to manufacture, construct, erect or install or supply materials or equipment • Dishonesty of a person after there is reasonable cause for suspicion • Fines, penalties and punitive damages • Business risks, such as contracts for supply of goods or services to your business, your insolvency, pension & benefit schemes and trading losses

Optional Benefits	Significant Limitations
<ul style="list-style-type: none"> • Sale of Insurance Extension – Optional extension to Professional Indemnity insurance to provide cover for selling insurance products as a secondary activity, for which the Insured has applied or been granted permission by the Financial Services Authority <p>The Limit of Indemnity required for insurance sales is determined by European Union Legislation - "The Insurance Mediation Direct"</p> <p>Please see the following link:- http://www.fsa.gov.uk/smallfirms/good_practice/protecting_your_business/PII_limits.shtml</p>	<ul style="list-style-type: none"> • In respect of the Sale of Insurance Extension the Limit will cover the Pound Sterling equivalent of €1,680,300 in the aggregate

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Directors & Officers Liability Insurance

Standard Cover, Features & Benefits	Significant Limitations
<ul style="list-style-type: none">• Claims made wording meaning that the policy covers claims first made and circumstances first notified to us during the Policy Period or any applicable Discovery Period• Past, present and future Directors and Officers are covered as Insured Persons• Protection for Insured Persons against Loss for which they are personally liable for actual or alleged error, misstatement, misleading statement, act, omission, neglect or breach of duty, breach of trust, libel, slander, breach of contract, breach of warranty of authority, or other act actually or allegedly committed or attempted in their capacity as Insured Persons of the Insured• Protection to the Company for Loss for which it is permitted or required to Indemnify Insured Persons• Cover for Insured Persons and employees acting at the specific request of the Company as a director, officer, trustee or governor of any Outside Entity (other than North America claims)• Protection for Insured Persons against Employment Wrongful Acts including but not limited to violation of employment discrimination laws• Defence Costs incurred by Insured Persons in defending themselves against criminal or regulatory proceeding until the point they are proven guilty• Knowledge possessed by one Insured Person is not imputed to other Insured Persons• Arbitration Clause• In the event that the Policy is not renewed and similar cover is not purchased elsewhere a free Discovery Period of 72 months is provided for Insured Persons who retire during the Policy Period. The Discovery Period is 180 days for Insured Persons who cease to be Directors or Officers (for any reason other than retirement) during the Policy Period• Automatic cover for newly created subsidiaries or newly acquired subsidiaries (subject to size threshold & North American Listing)• In the event that the Policy is not renewed and similar cover is not purchased elsewhere a free Discovery Period of 72 months is provided for Insured Persons who retire during the Policy Period. The Discovery Period is 180 days for Insured Persons who cease to be Directors or Officers (for any reason other than retirement) during the Policy Period	<ul style="list-style-type: none">• Bodily injury, mental anguish or emotional Distress (except in respect of Employment Wrongful Acts outside North America), illness, disease or death of any person, or damage to tangible property. This exclusion does not apply in respect of corporate killing• Loss directly or indirectly involving the administration of pension funds and the like• Pollution claims (other than in respect of Defence Costs and shareholder derivative claims)• Loss due to dishonesty or fraud directly or indirectly based on, arising out of, or in any way involving any dishonesty or fraud found by way of any judgement or other final adjudication to have been committed by an Insured Person• £25,000 aggregate limit in respect of Crisis Plus Extension (section 7 of the policy)

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Directors & Officers Liability Insurance.....continued

Standard Cover, Features & Benefits	Optional Extensions for the Entity and Optional Benefits
<ul style="list-style-type: none"> • In the event that the Policy is not renewed and similar cover is not purchased elsewhere a free Discovery Period of 72 months is provided for Insured Persons who retire during the Policy Period. The Discovery Period is 180 days for Insured Persons who cease to be Directors or Officers (for any reason other than retirement) during the Policy Period • Automatic cover for newly created subsidiaries or newly acquired subsidiaries (subject to size threshold & North American Listing) • Clause waiving our rights to avoid the Policy in the event of innocent non-disclosure at renewal • Investigation Costs where Insured Persons are required to give evidence at a formal or official investigation • Automatic extension to include legal representatives and Spouses where they are pursued as part of a Claim against an Insured Person • Public Relations Consultancy Fees, Employee Fraud Defence Costs, Identity Fraud, Emergency Costs and Expenses • Cover includes a Civil Aviation Authority Air Travel Organisers' Licence Extension. This also provides Cover for Insured Persons & Employees acting at the specific request of the Company as a director, officer, trustee or governor of any Outside Entity (other than North America claims). Cover is also given to protect the Company for Loss for which it is permitted or required to indemnify Insured Persons 	<ul style="list-style-type: none"> • Legal Expenses • Defence costs against Corporate • Manslaughter or Corporate killing • Employment Practices Liability • Compensation for Court Attendance • Crisis Plus Extension (section 7 of the policy) – Optional extension to Employers' Liability, Public & Products Liability and Directors & Officers Liability that provides cover to meet all reasonable costs and expenses in respect of Public Relations Consultancy Fees, in the event of a Disaster or Loss. The costs and expenses covered are those necessarily incurred by the Insured to employ Public Relations Consultant services. Prior written consent is required as is the use of a preferred Public Relations Consultant

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General Conditions & Exclusions

The following apply to the policy as a whole regardless of the specific cover you have selected. For full details of these and other exclusions and limits please read the policy document.

General Conditions & Exclusions	Policy Section
<ul style="list-style-type: none"> • If there are any changes to your business or any other circumstances where the risk is increased you must inform us immediately. Failure to do so could invalidate the policy or result in a claim being rejected • Nuclear risks and war excluded • You must at your own expense, take all reasonable precautions to prevent any occurrence, or cease any activity which may give rise to liability under the policy and maintain own buildings, furnishings, works plant machinery and vehicles in reasonable condition • The annual premium is noted as being a minimum premium and no refund is due in the event of cancellation before normal expiry 	<ul style="list-style-type: none"> • All • Various • Various • All

Excesses

Your policy is subject to excesses, which are amounts you pay in the event of each and every claim for loss of, or damage to, property. They are shown below and in your Policy Schedule. Please note that these may be subject to change at the discretion of Underwriters

Public & Products Liability	Professional Indemnity
<ul style="list-style-type: none"> • £Nil in respect of Injury or Illness to the Public • £250 damage to Property for each and every occurrence 	<ul style="list-style-type: none"> • £50 per passenger, up to a maximum of £250 when acting as a Travel Agent • £250 per passenger, up to a maximum of £1,250 when acting as a Tour Operator • £1,000 each and every claim in respect of Sale of Travel Insurance
Directors & Officer Liability	Emergency Assistance & Crisis Plus
<ul style="list-style-type: none"> • £100 each person • £250 any claim or investigation 	<ul style="list-style-type: none"> • £250 any one passenger in respect of Assistance • £100 each and every claim in respect of Crisis Plus

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Other Important Information

Law Applicable to the Policy

Unless the parties have agreed otherwise in writing any dispute concerning the interpretation of this Insurance shall be governed and construed in accordance with English law and shall be resolved within the non-exclusive jurisdiction of the courts of England and Wales

Complaints Procedure

We aim to give customers a high standard of service at all times. If you are unhappy with the service provided for any reason or have cause for complaint, you should initially contact the person who arranged the policy for you or the manager of RSA at the address shown on your quotation or schedule, as appropriate. They will tell you what they will do to resolve your concerns and how long it will take

Touchstone Underwriting Limited Tel: 01923 298429
Meridien House Fax: 01923 298411
69-71 Clarendon Road
Watford
WD17 1DS

In the unlikely event that you remain dissatisfied and wish to make a complaint, please contact our Customer Relations Office at the address below RSA address

Customer Relations Office Tel: 0800 1076160
RSA Fax: 01422 325146
Bowling Mill e-mail: crt.halifax@uk.rsagroup.com
Dean Clough Industrial Park
Halifax
HX3 5WA

What to do if you are still not satisfied

If you are still not satisfied, Royal & Sun Alliance Insurance plc is regulated by the Financial Services Authority whose arbitration service is the Financial Ombudsman Service and you may be able to refer your complaint to them

Financial Ombudsman Service Tel: 0845 0801800
South Quay Plaza Web: www.financial-ombudsman.org.uk
183 Marsh Wall
London E14 9SR

Your rights

Your rights as a customer to take legal action remain unaffected by the existence or use of any complaints procedures referred to above. However the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced

For your protection, telephone calls may be recorded or monitored

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Arranged by

Touchstone Underwriting Limited

Registered as a Limited Company in England No 02264985

Registered Office: 156 South Street, Dorking, Surrey RH4 2HF

Authorised and Regulated by the Financial Services Authority

Underwritten by

Royal & Sun Alliance Insurance plc

Registered in England and Wales No. 93792

Registered Office: St Marks Court, Chart Way, Horsham, West Sussex RH12 1XL

Authorised and Regulated by the Financial Services Authority

Zurich Insurance plc (in respect of excess Public & Products Liability)

A Public Limited Company incorporated in Ireland

Registration No. 13460

Registered Office: Zurich House, Ballsbridge Park, Dublin 4, Ireland

UK Branch registered in England and Wales Registration No. BR7985

UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ

Authorised by the Irish Financial Regulator and regulated by the Financial Services Authority for the conduct of business within the UK