



# Policy Overview

Tour Operators and  
Travel Agents  
Combined Liability

This is a policy overview only and does not contain full terms and conditions of the contract of insurance. Some covers are optional and will only apply if you have selected them. Full terms and conditions can be found in the policy documents, a copy of which is available on request.

#### **What is combined liability?**

This policy provides packaged insurance cover including Combined Liability, Crisis Event and Professional Indemnity for Travel Agents and Tour Operators.

It is arranged by Touchstone Underwriting Limited and insured by XL Catlin Insurance Company UK Limited.

#### **What is the policy duration?**

This policy has a 12 month period of insurance (unless shown differently on your policy schedule), and is annually renewable. The start and end dates of the policy are detailed in the policy schedule.

#### **How do I cancel the policy?**

To cancel the policy, please contact the insurance adviser who arranged the policy. You will be entitled to a return of premium calculated on a pro-rata basis, less an administration charge of £25. This is subject to certain terms and conditions, full details of which can be found in the policy wording.

The policy is usually a minimum and deposit meaning that there is no return premium due to you if the policy is cancelled before the end date on the policy schedule.

#### **How do I make a claim?**

If you need to claim, please contact your insurance adviser in the first instance or alternatively you may contact Touchstone Underwriting as follows:

Post: Touchstone Underwriting Limited  
Meridien House  
71 Clarendon Road, Watford  
WD17 1DS

Telephone: 01923 298 431  
Email: [TUL\\_claims@t-u-l.co.uk](mailto:TUL_claims@t-u-l.co.uk)

XL Catlin Insurance Company UK Limited claims helpline is available 24 hours a day, 7 days a week:

07825 601 811

Crisis helpline 24 hours a day, 7 days a week:

01923 298 457

Please have your Insurer Unique I.D. to hand and as much information about the claim as possible. For further information, please see the policy documentation.

#### **Your Obligations**

You must make a Fair Presentation of the risk at inception, renewal and variation of the policy.

The premium is to be paid on request. Please speak to your insurance adviser about the options available for the payment of your premium.

Please periodically review the policy documentation to make sure that it meets and continues to meet your needs and that you understand its terms, conditions, limits and exclusions. If you wish to make a change or if there is anything you do not understand please contact your insurance adviser. If you fail to do so, your policy may not operate or not operate fully.

Please tell your insurance adviser as soon as reasonably possible if there are any changes to your circumstances which could affect your insurance. If your circumstances change and you do not tell your insurance adviser, you may find that you are not covered if you need to make a claim.

You must tell us as soon as you can about any claim or incident that may lead to a claim. You, or anyone claiming under this policy, must not admit fault or responsibility or pay, offer or agree to pay any money or settle any claim without our permission.

#### **What is the law applicable to the contract?**

Unless agreed otherwise all aspects of the policy including negotiation and performance are subject to English law and the decisions of English courts.

#### Complaints notice

If the Insured has any questions or concerns about this insurance or the handling of a claim, please contact the broker/intermediary named in the Schedule through whom this insurance was arranged.

If the Insured wishes to make a complaint, the Insured can do so at any time by referring the matter to:

Complaints Manager  
XL Catlin Insurance Company (UK) Ltd  
20 Gracechurch Street  
London EC3V 0BG  
United Kingdom

Email: [axaxlukcomplaints@axaxl.com](mailto:axaxlukcomplaints@axaxl.com)  
Telephone Number: +44 (0) 20 7743 8487

Complaints that cannot be resolved by the Complaints Manager may in certain circumstances be referred to the Financial Ombudsman Service at:

Financial Ombudsman Service  
Exchange Tower  
London E14 9SR  
United Kingdom

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
FOS web address: <http://www.financial-ombudsman.org.uk/>

#### From within the United Kingdom

Telephone Number:  
0800 0234 567 (free for people phoning from a "fixed line", for example, a landline at home)  
0300 1239 123 (free for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02)

#### From outside the United Kingdom

Telephone Number: +44 (0) 20 7964 1000  
Fax: +44 (0) 20 7964 1001

If the Insured is a consumer under the Consumer Rights Act 2015 and has purchased the policy online, the Insured can also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is: <http://ec.europa.eu/odr>

#### Financial Services Compensation Scheme

XL Catlin Insurance Company (UK) Ltd is covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the Scheme if we are unable to meet our obligations to you under this contract. If you were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract. Further Information about the Scheme is available from the Financial Services Compensation Scheme (7<sup>th</sup> floor Lloyd's Chambers, Portsofen Street, London E1 8BN) and on their website: <http://fscs.org.uk>

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 XL Catlin Insurance Company UK Limited .

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 **automatically** included in your policy. Please note that other specific events may be excluded by endorsement, or cover may need to be individually assessed:

## Public & Products Liability Insurance

Standard Cover, Features & Benefits	Significant Exclusions & Limitations
<ul style="list-style-type: none"> <li>Public &amp; Products Liability - Accidental injury to members of the public, or accidental damage to their property resulting from products supplied</li> </ul>	
<ul style="list-style-type: none"> <li>Wrongful arrest or false imprisonment of a member of the public</li> <li>Contingent motor liability</li> <li>Cover in respect of Public &amp; Products Liability, is extended to include cover required for "packages" as defined in the Package Travel, Package Holidays &amp; Package Tour Regulations 1992 and The Package Travel and Linked Travel Arrangements Regulations 2018, requirements of 'clause 15' and 'Code Civile' (articles 1382,1383,1385,1733,1734,1735)</li> <li>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 and Linked Travel Arrangements Regulations 2018)</li> <li>Legal Defence costs (section 3 of the policy), in defending proceedings arising from a breach of the Health &amp; Safety at Work Act 1974, the Health &amp; 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 and The Package Travel and Linked Travel Arrangements Regulations 2018 where there has been no actual injury or damage (Limit of Indemnity £100,000 any one period of insurance)</li> </ul> <p>Choice of Indemnity Limits from £2,000,000 any one event (higher limits can be provided on request)</p> <p><b>ALSO INCLUDED</b></p> <ul style="list-style-type: none"> <li><b>Crisis Costs</b> – In the event of death or hospitalisation following Injury and with the Company’s written consent</li> <li><b>Corporate Manslaughter Defence costs</b></li> <li><b>Legionella</b> claims up to £1,000,000</li> </ul>	<p>Excludes legal liability:</p> <ol style="list-style-type: none"> <li>arising from risks that require more specific insurances (e.g. motor)</li> <li>arising in connection with advice, design or specification provided for a fee</li> <li>for injury to employees</li> <li>arising from loss of, or damage to, property in your custody or control</li> <li>caused by pollution, unless sudden and accidental</li> <li>arising from contractual liability for products</li> <li>fines and penalties</li> <li>defective products and work and the repair, replacement or recall of such products</li> <li>nuclear and electronic risks</li> <li>fear of contracting asbestos related diseases</li> <li>Pre-claim asbestos clean up</li> <li>Covid-19 or its derivatives</li> </ol> <ul style="list-style-type: none"> <li>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’)</li> <li>Limit in respect of Emergency Assistance (section 5 of the policy) is £5,000 any one event</li> </ul>

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"> <li>Injury to any employee caused during the period of insurance. Injury is defined as 'bodily injury, death, disease or illness'</li> </ul>	<ul style="list-style-type: none"> <li>Limit of Indemnity is £10,000,000 for any one event (restricted to £5,000,000 in respect of Terrorism)</li> </ul>
<ul style="list-style-type: none"> <li>Covers employees temporarily working overseas</li> </ul>	<ul style="list-style-type: none"> <li>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)</li> </ul>
<ul style="list-style-type: none"> <li>Legal Defence costs (section 3 of the policy), in defending proceedings arising from a breach of the Health &amp; Safety at Work Act 1974, the Health &amp; 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 and The Package Travel and Linked Travel Arrangements Regulations 2018 where there has been no actual injury or damage (Limit of Indemnity £250,000 any one period of insurance)</li> </ul>	<ul style="list-style-type: none"> <li>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')</li> </ul>

## Public Relations fees

Optional Benefits	Significant Limitations
<ul style="list-style-type: none"> <li><b>Crisis Plus Extension</b> (section 7 of the policy) – Optional extension to Employers' Liability and Public &amp; Products 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</li> </ul>	<ul style="list-style-type: none"> <li>£25,000 aggregate limit</li> </ul>

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

## Professional Indemnity Insurance

Standard Cover, Features & Benefits	Significant Limitations
<ul style="list-style-type: none"> <li>• “Claims made” wording, meaning that the policy covers claims first made against you and notified to us during the Policy Period</li> <li>• 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</li> </ul> <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"> <li>a) breach of professional duty</li> <li>b) liability for dishonest acts</li> <li>c) adjudication and arbitration awards</li> <li>d) other types of civil liability, such as contractual liability, unless specifically excluded</li> </ol> <ul style="list-style-type: none"> <li>• 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</li> <li>• 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</li> <li>• Special benefit clause waiving our rights to avoid the policy in the event of innocent non-disclosure at renewal</li> </ul>	<ul style="list-style-type: none"> <li>• Claims which should be insured under other types of policies, such as Employers’ Liability and Public &amp; Products Liability, Employment Practices Liability and Motor Insurance</li> <li>• Asbestos &amp; nuclear risks, pollution, war &amp; terrorism</li> <li>• Express guarantees, contractual penalties or liquidated damages which are beyond your liability at common law</li> <li>• Claims made by entities in which you have a controlling interest</li> <li>• Claims where you contract to manufacture, construct, erect or install or supply materials or equipment</li> <li>• Dishonesty of a person after there is reasonable cause for suspicion</li> <li>• Fines, penalties and punitive damages</li> <li>• Business risks, such as contracts for supply of goods or services to your business, your insolvency, pension &amp; benefit schemes and trading losses or failure to issue refunds</li> </ul>

Optional Benefits	Significant Limitations
<ul style="list-style-type: none"> <li>• <b>Sale of Insurance Extension</b> – 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 Conduct Authority</li> </ul> <p>The Limit of Indemnity required for insurance sales is determined by European Union Legislation - “The Insurance Distribution Directive”</p>	<ul style="list-style-type: none"> <li>• In respect of the Sale of Insurance Extension the Limit will cover the Pound Sterling equivalent of €1,924,560 in the aggregate</li> </ul>

## 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"> <li>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</li> <li>Nuclear risks and war excluded</li> <li>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</li> <li>The annual premium is noted as being a minimum premium and no refund is due in the event of cancellation before normal expiry</li> </ul>	<ul style="list-style-type: none"> <li>All</li> <li>Various</li> <li>Various</li> <li>All</li> </ul>

## 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"> <li><b>£ No Excess</b> in respect of Injury or Illness to the Public</li> <li><b>£ No Excess</b> in respect of defence costs</li> <li>The first £250 of any damage you or your employees cause to other peoples property</li> </ul>	<ul style="list-style-type: none"> <li><b>£50</b> per passenger, up to a maximum of <b>£250</b> when acting as a <b>Travel Agent</b></li> <li><b>£250</b> per passenger, up to a maximum of <b>£1,250</b> when acting as a <b>Tour Operator</b></li> <li><b>£1,000</b> each and every claim in respect of Sale of Travel Insurance</li> </ul>
<b>Emergency Assistance &amp; Crisis Plus</b>	
	<ul style="list-style-type: none"> <li><b>£250</b> any one passenger in respect of Assistance</li> <li><b>£100</b> each and every claim in respect of Crisis Plus</li> </ul>

Insured by



AXA XL Insurance is a division of AXA Group.  
XL Catlin Insurance Company UK Limited (incorporated and registered in England and Wales with company number 5328622) is 20 Gracechurch Street, London, EC3V 0BG  
Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority

Underwritten and administered by



Touchstone Underwriting Limited  
Authorised and regulated by the Financial Conduct Authority (FCA No.477614). Meridien House 70 Clarendon Road  
Watford Hertfordshire WD17 1DS  
Registered in England No. 02264985  
Registered Office 156 South Street, Dorking, Surrey RH4 2HF  
Part of the Seventeen Group Limited of Companies

This is a summary document only detailing significant features and exclusions of the policy.  
Copies of the full policy wording and Conditions of the contract are available on request.