

Scout Overseas Travel Insurance

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**Policy Document** 





### Contents

Introduction		3
Benefits tab	e	4
Section 1:	Personal accident	5
Section 2:	Medical expenses	6
Section 3:	Hospital stay benefit	7
Section 4:	Supplementary travel and accommodation expenses	7
Section 5:	Your personal belongings	8
Section 6:	Money	9
Section 7:	Credit card misuse	9
Section 8:	Emergency replacement of passport	10
Section 9:	Disruption (cancellation or curtailment)	11
Section 10:	Travel delay	12
Section 11:	Missed departure	13
Section 12:	Personal liability	14
Section 13:	Legal expenses	16
Section 14:	Rescue plus	18
Section 15:	Piste closure	19
Conditions		20
Data protection policy clause		21
General exclusions		22
Making a claim		24
Complaints procedure		25
Regulatory details		25
Glossary		26

### Your travel insurance policy

### Introduction

The Policy, Schedule and Endorsements shall be read together as one contract.

The Policy is effected at Lloyd's of London.

This is to certify that in accordance with the authorisation granted under the Contract (the number of which is specified in the Schedule) to the undersigned by certain Underwriters at Lloyd's, whose definitive numbers and the proportions underwritten by them, which will be supplied on application, can be ascertained by reference to the said Contract which bears the Seal of Lloyd's Policy Signing Office and in consideration of the payment of the premium specified herein, the said Underwriters are hereby bound, severally and not jointly, their Executors and Administrators, to insure in accordance with the terms and conditions contained herein or endorsed hereon.

Coverholder at





Unity Insurance Services (a trading name of Scout Insurance Services Limited).
Registered number: 5038294 England and Wales.
Registered address: Gilwell House, Gilwell Park, Chingford, E4 7QW.
Authorised and regulated by the Financial Conduct Authority FRN: 312976

### **Benefits table**

Section	Benefit	Value of benefit up to	Excess if applicable
1	Personal Accident	£5,000	£20
2	Medical & Emergency Repatriation Expenses	£10,000,000	
3	Hospital Stay Benefit Abroad	£400	
4	Supplementary Travel and Accommodation Expenses	£15,000	
5	Your Personal Belongings Valuables Limit Single Article Limit Delayed Baggage	<b>£1,000</b> £250 £250 £100	£20
6	Money	£1,000	£20
7	Credit Card Misuse	£1,000	
8	Loss of Passport	£1,000	
9	Disruption (cancellation or curtailment)	£1,000	£20
10	Travel Delay	£60	
11	Missed Departure	£500	£20
12	Personal Liability	£2,000,000	
13	Legal Expenses	£25,000	
14	Mountain Rescue Plus*	£2,000	
15	Piste Closure	£200	

\*If the appropriate additional premium has been paid and the Schedule shows that cover under this Section is included.

### Section 1: Personal accident

### We will pay:

Up to £5,000 in total to You, Your executors or Your administrators if You are involved in an Accident whilst on a Trip which, within 12 months of the accident, results in one or more of the following:

- Your death
- Loss of Sight (in one or both of Your eyes)
- Loss of one or more of Your limbs
- Your Permanent Total Disablement

The Accidental Death benefit is limited to  $\pm 2,000$  in respect of:

- **1.** Children under sixteen years old.
- **2.** Persons aged 70 years or over at the date of sustaining Accidental Bodily Injury.

Any contributory degenerative condition or disability known by the Insured Person to be in existence at the time of sustaining Accidental Bodily Injury will be taken into account by us in assessing whether benefits are payable.

The total amount payable shall not exceed £5,000 for each Insured Person in respect of any one Accident.

#### Disappearance

If an Insured Person disappears and after a suitable period of time it is reasonable for the Police or registration authorities to believe that such Insured Person has died as a result of Accidental Bodily Injury, the Accidental Death benefit shall become payable subject to a signed undertaking given by such Insured Person's personal representatives that if the belief is subsequently found to be wrong such benefit shall be refunded to Us.

#### Exposure

If You suffer Accidental Bodily Injury as a result of unavoidable exposure to the elements We will consider it as having been caused by an Accident.

- **1.** If Accidental Bodily Injury results from Your suffering from illness, sickness or disease not directly resulting from Accidental Bodily Injury.
- 2. For disabilities arising from:
  - 2.1 Repetitive stress (strain) injury or syndrome or any gradually operating cause.
  - 2.2 Post traumatic stress disorder or any psychological or psychiatric condition.
- **3.** For any amount in excess of the amount shown in the Schedule for any one Event. If the aggregate amount of all benefits payable under this Section exceeds that amount the benefit payable for each Insured Person shall be proportionately reduced until the total of all benefits does not exceed the Aggregate Limit. Where there is more than one Schedule showing benefits, the Aggregate Limit of Liability shall apply collectively and not to each one individually.

### Section 2: Medical expenses

### We will pay:

Up to £10,000,000 for Medical Expenses and Emergency Repatriation Expenses necessarily and reasonably incurred by You if during a Trip You become ill or sustain Accidental Bodily Injury.

#### This includes:

- All reasonable costs necessarily incurred outside Your Country of Domicile for Hospital, nursing home, ambulance, surgical or other diagnostic or remedial treatment given or prescribed by a Medical Practitioner.
- Reasonable emergency medical expenses for complications of pregnancy.
- All reasonable costs necessarily incurred in repatriating You to the most suitable Hospital or to Your home address in the United Kingdom, Isle of Man or the Channel Islands provided that such repatriation is:
  - Medically necessary; and
  - Organised by Unity Assist.
- Charges levied by the relevant Rescue Authorities in the country or countries visited by You for the provision of Mountain Rescue Services if during a Trip such Rescue Authorities consider it necessary to provide Mountain Rescue Services in order to preserve Your life in the event of a medical emergency.

#### **Provided:**

- 1. Unity Assist is informed immediately or as soon as reasonably possible of any emergency that may potentially give rise to a claim for Emergency Repatriation.
- **2.** The Group Policyholder and/or Insured Person do not make or attempt to make arrangements without the involvement and/or agreement of Unity Assist.
- **3.** Any repatriation is organised by Unity Assist who will use the most appropriate method including, if necessary, the use of air services and arrange qualified medical staff to accompany an Insured Person if required.
- **4.** The Group Policyholder will reimburse us in respect of all costs incurred in the event of repatriation services being provided by Unity Assist in good faith to any person not insured under this policy.

- Any expenses incurred where a Trip is booked or undertaken against the advice of a Medical Practitioner or where the purpose of the Trip is to receive medical treatment or advice or where a terminal prognosis has been given.
- **2.** Any expenses which are recovered from any other insurance policy or national insurance programme, which is applicable to the Insured Person.
- **3.** Any expenses incurred after twelve months from the time of the incurring of the first expense.
- **4.** Dental or optical expenses other than those incurred in providing the minimum treatment necessary to relieve pain and discomfort for the duration of the Journey.
- 5. The first £20 for each and every claim (but this will be waived where the Insured Person has obtained a reduction in the cost of medical expenses in European Union Countries by using a European Health Insurance card).
- **6.** Any expenses incurred as a result of treatment to a child under the age of six months who has been born outside of the United Kingdom, Isle of Man or the Channel Islands during a Trip.
- **7.** Any expenses incurred which in any way arise from or are attributable to sexually transmitted diseases.
- **8.** Any expenses incurred for the provision of Mountain Rescue Services if You have not adhered to local regulations.
- **9.** In respect of a Trip exceeding 120 days' duration, for any costs incurred after the first 120 days have elapsed for:
  - 9.1 Any expenses for consultations, prescriptions and/ or drugs or medicines or non-surgical treatment for minor ailments or conditions comprising of more than one episode and requiring regular maintenance, drug therapy, monitoring or treatment unless incurred as an In-patient at a Hospital or in the three calendar months immediately subsequent to discharge as an Inpatient at a Hospital by a Medical Practitioner.
  - 9.2 Any expense incurred for dental treatment unless the treatment is necessary following an Accident occurring outside the mouth.
  - 9.3 Unless otherwise excluded entirely any expense for the treatment of psychiatric or mental disorders incurred more than 30 days after the date of incurring the first recoverable expense.
  - 9.4 The first £100 of each and every claim.

### Section 3: Hospital stay benefit abroad

### We will pay:

Up to £400 in total for any one Trip if during a Trip You become ill or sustain Accidental Bodily Injury and are confined as an in-patient to a Hospital outside the United Kingdom, Isle of Man or the Channel Islands.

You will receive £20 for each complete period of 24 hours while You are in Hospital.

#### **Provided:**

**1.** You have a valid Medical Expenses claim.

## **Section 4:** Supplementary travel and accommodation expenses

### We will pay:

Up to £15,000 for reasonable additional costs necessarily incurred by You if during a Trip You become ill or sustain Accidental Bodily Injury.

#### This includes:

- Reasonable travel and accommodation expenses (including up to £25 per day in respect of food and drink) incurred in returning You to Your home in the United Kingdom, Isle of Man or the Channel Islands.
- Reasonable travel and accommodation (including up to £25 per person per day in respect of food and drink) of up to two relatives, friends or close business associates of the Insured Person who on medical advice from a Medical Practitioner are advised to travel to or remain with You.
- **3.** Funeral expenses incurred in Your burial or cremation.
- **4.** Expenses of transporting Your body or ashes for burial in the United Kingdom, Isle of Man or the Channel Islands (excluding funeral and interment costs).
- **5.** Expenses of transporting Your Baggage and Personal Belongings back to the United Kingdom, Isle of Man or the Channel Islands.

- Any expenses incurred where a Trip is booked or undertaken against the advice of a Medical Practitioner or where the purpose of the Trip is to receive medical treatment or advice or where a terminal prognosis has been given.
- **2.** Any expenses which are recovered from any other insurance policy or national insurance programme, which is applicable to the Insured Person.
- **3.** Any expenses incurred which in any way arise from or are attributable to sexually transmitted diseases.

### Section 5: Your personal belongings

### We will pay:

Up to £1,000 in total towards the cost of Your Personal Belongings or baggage that are lost, accidentally damaged or stolen during Your Trip less a consideration for wear, tear and depreciation.

#### This includes:

- Up to £250 for any one item, set or pair;
- Up to £250 in total towards the cost of Your Valuables;
- Up to £100 in total towards the cost of buying essential items of clothing or toiletries if Your baggage is delayed or lost for more than 12 hours during any stage (other then the final return stage to the United Kingdom, Isle of Man or the Channel Islands) of a Trip.

#### **Provided:**

- You report the theft of Your Personal Belongings or baggage to the Police (and the hotel management if it is stolen in a hotel) within 24 hours of its Loss or theft and an original written report is obtained from them and provided to Us.
- 2. Loss or damage occurring in the custody of an airline or other transport carrier is reported immediately upon discovery and in the case of an airline a Property Irregularity Report obtained.
- **3.** You take all reasonable precautions for the safety of any insured article.
- **4.** On the happening of any loss or damage We are entitled:
  - 4.1 To take and keep possession of any article and to deal with salvage in a reasonable manner.
  - 4.2 At our own opinion to repair or replace any article for which We are liable.

- 1. For vehicles or their accessories.
- **2.** For any items stolen from an unattended vehicle unless they were
  - 2.1 In the locked boot of the vehicle; or
  - 2.2 In the luggage space at the rear of a locked vehicle and out of view and there is evidence of forced entry.
- **3.** For loss or corruption of or damage to software, information or data contained in any computer, tapes or recording equipment or any consequential loss arising therefrom.
- 4. For loss or damage due to:
  - 4.1 Moth, vermin, wear and tear, atmospheric or climatic conditions or gradual deterioration.
  - 4.2 Inherent mechanical or electrical failure, breakdown or derangement.
  - 4.3 Any process of cleaning, restoring, repairing or alteration.
- **5.** For more than a reasonable proportion of the total value of a pair or set where the lost or damaged article is part of a pair or set.
- **6.** For loss or damage to any items sent as freight or under an airway-bill or bill of loading.
- **7.** For loss due to confiscation or detention by customs or any other authority.
- **8.** For any items of household furniture, household appliances or household equipment.
- **9.** For any article more specifically insured or recoverable under any other insurance.
- **10.** The first £20 for each and every claim for Personal Belongings. In the event of a claim under both the Personal Belongings and Money Section of this Policy arising out of a single cause or event then only one excess will apply per Insured Person.
- **11.** For antiques, musical instruments, pictures, typewriters, mobile telephones, computers, televisions, cassette/compact disc players, MP3 players, sports equipment whilst being used (except for ski equipment), vehicles or their accessories, boats and ancillary equipment, glass, china or similar fragile items.
- **12.** For property owned by The Scout Association or its member organisations or for which they are responsible.

### Section 6: Money

### We will pay:

Up to the applicable amount stated below for Your money that is lost or stolen during Your Trip or during the seventy-two hours immediately prior to commencement or subsequent to completion of Your Trip.

- 1. Scout Party Leaders £1,000 any one Trip
- 2. All other Insured Persons
  - 2.1. Aged 16 or over  $\pm 200$  any one Trip
  - 2.2. Aged 15 or under £150 any one Trip

At the commencement of the Period of Insurance.

#### **Provided:**

- **1.** You take all reasonable precautions for the safety of Your Money.
- **2.** The loss is reported to the police and/or appropriate authorities within forty-eight hours of discovery.

### We will not pay:

- **1.** For loss due to confiscation or detention by customs or any other authority.
- **2.** For loss due to devaluation of currency or shortage due to error or omission during monetary transaction.
- **3.** More than £1,000 in respect of coins and/or banknotes.
- **4.** For promotional vouchers or awards or any goods or services obtained through the conversion of such voucher or awards.
- 5. The first £20 for each and every claim for Money. In the event of a claim under both the Personal Belongings and Money Sections of this Policy arising out of a single cause or event then only one excess will apply per Insured Person.
- **6.** For loss of travellers cheques where the issuing company provides a replacement service.

### Section 7: Credit card misuse

### We will pay:

Up to a maximum sum insured of £1,000 for any one Trip if You sustain financial loss directly as a result of Your credit, charge or banker's card being lost or stolen during a Trip and being subsequently used fraudulently by any person other than:

- **1.** You
- 2. A member of Your family.

#### **Provided:**

- **1.** You have fully complied with all the terms and conditions under which such card has been issued;
- **2.** You take all reasonable precautions for the safety of Your credit, charge, and bankers cards;
- **3.** The loss is reported to the police and/or appropriate authorities within forty-eight hours of discovery or earlier if required by the Credit Card issuer.

### Section 8: Emergency replacement of passport

### We will pay:

- Up to £100 in total towards the cost of replacing Your passport if it is lost or stolen during Your Trip;
- 2. Up to £1,000 for reasonable and necessary travel and accommodation expenses incurred in returning to the United Kingdom, Isle of Man or Channel Islands if Your passport is lost or stolen during Your Trip and You are forced to return to the United Kingdom, Isle of Man or Channel Islands earlier than planned as a direct result of being unable to obtain a replacement passport.
- **3.** Up to £1,000 for reasonable and necessary travel and accommodation expenses incurred by an adult Insured Person in accompanying a minor Insured Person returning to the United Kingdom, Isle of Man or the Channel Islands and to enable such adult Insured Person to resume the original Journey in the event that the Insured Person whose passport is lost or stolen is a minor.

#### **Provided:**

**1.** Prior authorisation to curtail and resume the Trip is obtained from Unity Assist.

### Section 9: Disruption (cancellation or curtailment)

### We will pay:

Up to £1,000 for loss of deposits, or charges, or advance payments for travel or accommodation or other charges which have not or will not be used, but which become forfeit or payable under contract for any one Trip if You are forced to cancel any part of a planned Trip prior to the commencement of that Trip as the direct and necessary result of any cause outside Your control or that of the Group Policyholder.

#### This includes:

- You cancelling a Trip because the British Foreign and Commonwealth Office advises British nationals against all travel to the country or territory that is the destination of the Trip. For latest travel advices please refer to the British Foreign and Commonwealth Office's website www.fco.gov.uk/travel.
- Up to £1,000 for loss of deposits, or charges, or advance payments for travel or accommodation or other charges which have not or will not be used, but which become forfeit or payable under contract for any one Trip if You are forced to curtail or alter the itinerary of any part of a planned Trip during the course of that Trip as a direct and necessary result of any cause outside Your control or that of the Group Policyholder.

- 1. More than £75,000 overall for all Insured Persons in respect of all expenses arising out of any one Trip.
- 2. Any expenses incurred when a Trip is booked or undertaken against the advice of a Medical Practitioner or where the purpose of the Trip is to receive medical treatment or advice or where a terminal prognosis has been given.
- **3.** Any costs or charges paid or discharged by the use of promotional vouchers or awards of any description.
- **4.** Any expenses incurred as the result of the default or financial failure of any transport or accommodation provider, of any agent acting for them or of any agent acting for You or for the Group Policyholder.
- **5.** For You deciding not to travel or, if on a Trip, deciding not to continue on that Trip.
- **6.** Any expenses incurred as result of adverse changes in the Group Policyholder's or Your financial circumstances other than Your redundancy from paid employment with any party other than the Group Policyholder.
- 7. More than a rateable proportion of any expenses that are also recoverable from any other insurance Policy which is applicable to You or to the Group Policyholder.
- **8.** Any expenses incurred as a result of regulations or order made by any Public Authority or Government.
- **9.** Any expense incurred as a result of strike, labour dispute, mechanical breakdown or failure of the means of transport (other than a disruption of road and rail services by avalanche snow or flood) which existed or the possibility of which existed and for which advance warning had been given before the date on which the Trip was booked.
- **10.** Any expenses incurred if You or the Group Policyholder were aware at the time of applying for this Insurance of any reason why the Trip should be cancelled or curtailed.
- **11.** The first  $\pm 20$  of each claim other than a claim for loss of deposit when the amount is  $\pm 10$ .
- **12.** Any expenses incurred as a result of any aircraft, sea vessel or train being withdrawn from service, either temporarily or otherwise, on the orders of the recognised regulatory authority in any country.
- **13.** Additional travelling expenses which We or Unity Assist do not authorise.
- **14.** Any claim in any way caused by or resulting from Coronavirus disease (COVID-19).

### Section 10: Travel delay

### We will pay:

- Up to £60 in total for delayed departure or arrival. We will pay £20 if the aircraft, coach, ship or train on which You are booked to travel is delayed due to circumstances outside Your control. You must be delayed for at least 12 hours on either the first international departure from or return to the UK as long as You eventually go on the Trip, or on a direct Trip to or from the UK resulting in You arriving at Your final destination at least 12 hours after Your original scheduled arrival time. We will pay £10 for each extra complete 12 hours that You are delayed.
- Up to £1,000 less the excess stated below for the value of Your travel and/or accommodation costs (including ski hire, ski school and ski lift passes in respect of winter sports) which You have paid or have contracted to pay for and which are not recoverable from any other source if You abandon Your Trip after a delay of at least 24 hours of the scheduled departure from the United Kingdom, Isle of Man or the Channel Islands.

#### **Provided:**

 You provide Us with original written details from the airline, shipping company, coach or train operators of the length of and reason for the delay.

- **1.** The first £20 of each claim if the Trip is abandoned after a delay of at least 24 hours of the scheduled departure.
- **2.** If You do not check-in for departure before the scheduled departure time and in accordance with the Trip itinerary.
- **3.** If an aircraft, sea vessel, coach or train is taken out of service on the instructions of a Civil Aviation Authority, Port Authority or similar authority.
- **4.** If Your departure or arrival was delayed as a result of strike or industrial action that was public knowledge when the Trip was booked.
- **5.** For any charge or expense paid for or to be discharged with any kind of promotional voucher.
- **6.** For Trips solely within the United Kingdom, Isle of Man or the Channel Islands or Your Country of Domicile.

### Section 11: Missed departure

### We will pay:

- Up to £500 for necessary and reasonable accommodation and travel expenses to enable You to reach Your scheduled destination if You arrive at the airport, seaport, coach or train station too late to commence a booked Trip from or to the United Kingdom, Isle of Man or the Channel Islands.
- Up to £25 per Insured Person per day in respect of the cost of food and drink reasonably and necessarily incurred by the Scout Party Leader on behalf of the Insured Person.

#### **Provided:**

- 1. The vehicle in which You are travelling breaks down or is involved in an accident or public transport services fail.
- 2. You provide details from the operators of public transport used for travel of the length, and reason for the delay.
- **3.** You provide evidence that the private motor vehicle You used for travel is roadworthy and properly maintained.

- **1.** Accommodation and travel expenses where the means of transport and/or accommodation used is of a standard superior to that of the booked Trip.
- 2. The first £20:
  - 2.1 Of each claim in respect of accommodation and travel expenses
  - 2.2 In total for all claims arising out of any one Missed Departure in respect of food and drink costs incurred by the Scout Party Leader.
- **3.** If You have not allowed sufficiently generous time for travel to the airport, seaport, coach or train station.
- **4.** For a missed departure caused by strike or industrial action that was public knowledge when the Trip was booked.

### Section 12: Personal liability

### We will pay:

 Up to an amount of £2,000,000 (the Limit of Indemnity) for any one occurrence or a series of occurrences arising directly or indirectly from one source or original cause if You become legally liable to pay damages for accidentally injuring someone or causing accidental loss or damage to someone else's property during a Trip.

#### This includes:

- **1.** All costs and expenses recoverable by a claimant from You.
- **2.** All costs and expenses incurred with Our written consent.
- **3.** Solicitors' fees for representation at any coroner's inquest or fatal accident enquiry or in any Court of Summary Jurisdiction; except that in respect of occurrences happening in or claims or legal proceedings brought or originating in the United States of America and Canada or any other territory within the jurisdiction of either such country, costs and expenses described in 1, 2, and 3 above are deemed to be included in the Limit of Indemnity stated.

#### **Provided:**

- 1. You do not make any admission, offer, promise, or indemnity without Our consent. We shall be entitled to take over and conduct in Your name the defence or settlement of any claim or to prosecute in Your name for Our own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and You shall give all information and assistance as We may require. Every letter, claim, writ, summons and process shall be forwarded to us on receipt. Written notice shall be given to us immediately You shall have notice of any prosecution or inquest in connection with any circumstances that may give rise to liability under this Section.
- 2. We may at any time pay to You in connection with any claim or series of claims the Limit of Indemnity stated in this section (after deduction of any sum(s) already paid as compensation) or any lesser amount for which such claim(s) can be settled and upon such payment being made We shall relinquish the conduct and control of and be under no further liability in connection with such claim(s) except for the payment of costs and expenses recoverable or incurred prior to the date of such payment.

- **1.** For liability in respect of Accidental Bodily Injury to any person who is;
  - 1.1. Under a contract of service or apprenticeship with You or the Group Policyholder when such injury arises out of and in the course of their employment by You or the Group Policyholder.
  - 1.2. A member of Your family.
  - 1.3. A member of Your Scout party.
  - 1.4. Also insured under this policy.
- 2. For liability in respect of loss or damage to property belonging to or held in trust by or in the custody or control of You other than temporary accommodation occupied by You in the course of a Trip.
- **3.** For liability in respect of Accidental Bodily Injury, loss or damage caused directly or indirectly in connection with the ownership, possession or use by You, Your servants or agents of:
  - 3.1. Mechanically propelled vehicles (other than golf buggies used on golf courses and not on public roads).
  - 3.2. Aircraft, hovercraft, watercraft, (other than non mechanically powered watercraft less than 30 feet in length used on inland waters).
  - 3.3. Firearms (other than sporting guns).
- **4.** For liability in respect of Accidental Bodily Injury loss or damage arising directly or indirectly in connection with:
  - 4.1. The ownership, possession or occupation of land or buildings, immobile property or caravans other than temporary accommodation occupied by You in the course of a Trip.
  - 4.2. Any wilful or malicious act.
  - 4.3. The carrying on of any trade, business or profession.
  - 4.4. Any act, error or omission in the organisation, supervision or management of a Trip or the activities or pursuits undertaken during a Trip.
- **5.** Any liability assumed by You under any contract or agreement unless such liability would have attached in the absence of such contract or agreement.

- **6.** Any liability directly or indirectly occasioned by the happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution insurrection or military or usurped power.
- 7. The cost of punitive or exemplary damages.
- **8.** For liability that is covered under any other insurance except for any excess beyond the amount that would have been covered under such other insurance had this insurance not been in force.

### Section 13: Legal expenses

### We will pay:

Up to £25,000 to cover Legal Expenses arising out of all claims or legal proceedings including any appeal against judgement consequent upon the same original cause, event or circumstance if during a Trip You sustain Accidental Bodily Injury or illness which is caused by a third party.

#### **Provided:**

- **1.** You follow Our advice or that of Our representatives and agents, in handling any claim.
- **2.** We have complete control over any Legal Representatives appointed and any proceedings.
- **3.** Your claim is reported to us within 90 days after the beginning of the incident which led to the claim.

- Any claim where it is Our opinion that the prospects for success in achieving a reasonable settlement are insufficient and/or where the laws, practices and/or financial regulations of the country in which the incident occurred would preclude the obtaining of a satisfactory settlement or the costs of doing so would be disproportionate to the value of the claim.
- 2. Legal Expenses incurred before receiving Our prior authorisation in writing unless such costs would have been incurred subsequent to Our authorisation.
- **3.** Legal Expenses incurred in connection with any criminal or wilful act.
- **4.** Legal Expenses incurred in the defence against any civil claim or legal proceedings made or brought against the Insured Person unless as a counter claim.
- **5.** Fines, penalties, compensation or damages imposed by a court or other authority.
- **6.** Legal Expenses incurred for any claim or legal proceedings brought against:
  - 6.1. A tour operator, travel agent, carrier, insurer or their agents where the subject matter of the claim or legal proceedings is eligible for consideration under an Arbitration Scheme or Complaint Procedure.
  - 6.2. Us or Our agents
  - 6.3. The Group Policyholder
- 7. Legal expenses incurred in respect of actions between Insured Persons or pursued in order to obtain satisfaction of a judgement or legally binding decision.
- 8. Legal Expenses incurred in pursuing any claim for compensation (either individually or as a member of a group or class action) against the manufacturer, distributor or supplier of any drug, medication or medicine.
- **9.** Legal Expenses chargeable by the Legal Representatives under contingency fee arrangements.

- **10.** Legal Expenses incurred where You have:
  - 10.1. Failed to co-operate fully with and ensured that We are fully informed at all times in connection with any claim or legal proceedings for damages and or compensation from a third party.
  - 10.2. Settled or withdrawn a claim in connection with any claim or legal proceedings for damages and or compensation from a third party without Our agreement. In such circumstances we shall be entitled to withdraw cover immediately and to recover any fees or expenses paid.
- **11.** Legal Expenses incurred after You have:
  - 11.1. Not accepted an offer from a third party to settle a claim or legal proceedings where the offer is considered reasonable by Us.
  - 11.2. Not accepted an offer from Us to settle a claim.
- **12.** Legal Expenses which We consider unreasonable or excessive or unreasonably incurred.

### **Section 14:** Mountain rescue plus Only covered if listed in the Schedule

### We will pay:

Up to £2,000 in respect of charges levied by the relevant Rescue Authorities in the country or countries visited by You for the provision of Mountain Rescue Services if during a Trip such Rescue Authorities consider it necessary to provide Mountain Rescue Services in order to preserve Your life in the event of a non-medical emergency.

#### **Provided:**

The appropriate additional premium has been paid and the Schedule shows that cover under this Section is included.

### We will not pay:

Any claim under this Section if You have not adhered to local regulations.

### Section 15: Piste closure

### We will pay:

£20 for every complete 24 hour period up to a maximum of £200 in all for the cost of transport to an alternative site if lack of snow conditions results in the closure of skiing facilities (excluding cross-country skiing) in Your resort and it is not possible to ski.

The cover only applies:

- **a.** To the resort which You have pre-booked for a period exceeding 12 hours and for so long as such conditions prevail at the resort but not exceeding the pre-booked duration of Your Trip.
- **b.** To Trips taken outside the United Kingdom during the published ski season for Your resort.

#### **Provided:**

You obtain written confirmation from the resort management of the number of days that skiing facilities were closed in Your resort and the reason for the closure

### Conditions

### Applicable to the Policy as a whole

- This Policy, the Schedule(s) and endorsement(s), if any, shall be read together as one contract and any word or expression to which specific meaning had been attached shall unless the context otherwise requires bear such meaning wherever it may appear.
- 2. This Policy shall only apply in respect of:
  - 2.1. Insured Persons normally resident in the United Kingdom, Isle of Man or the Channel Islands unless agreed by Us.
  - 2.2. Round Trips commencing in and returning to the United Kingdom, Isle of Man or the Channel Islands or as otherwise specifically agreed in writing between Unity Insurance Services and Us.
- **3.** For Insured Persons not domiciled in the United Kingdom any reference to the United Kingdom shall mean an Insured Person's usual Country of Domicile.
- **4.** No sum payable by Us under this policy shall carry interest.
- 5. We may cancel this policy by giving thirty days written notice to the Group Policyholder at their last known address and in such event the premium for the period up to the date when the cancellation takes effect shall be calculated and We shall promptly return any unearned portion of the premium paid. This condition shall not apply if the Trip is a single Trip of 120 days duration or less. You may cancel the insurance in respect of Yourself alone within 14 days of the commencement date of cover by writing to Unity Insurance Services. If this happens, the Policy will have provided no cover and any premiums paid will be refunded to You provided no Trip has been undertaken.
- **6.** Where the Group Policyholder or an Insured Person or their personal representatives do not comply with any obligation to act in a certain way specified in this Policy We reserve the right not to pay a claim.
- 7. If You are the victim of a Hijack the insurance provided by this Policy shall continue for a period not exceeding twelve months from the date of Hijack to enable You to complete the original Trip or to return to the United Kingdom, Isle of Man or the Channel Islands.
- 8. The Group Policyholder or the Insured Person or their personal representative may not assign the benefits under this Policy. We shall not be bound to accept or be affected by any notice or any trust, charge, lien, purported assignment or any dealing with or relating to this policy.

- **9.** This Policy will be voidable in the event of deliberate or reckless misrepresentation of any material particular by or on behalf of the Group Policyholder or the Insured Person.
- **10.** It is hereby agreed between Us, the Group Policyholder and You that:
  - 10.1. This Policy shall be governed and constructed in accordance with the law of England and Wales and the English Courts alone shall have jurisdiction in any dispute.
  - 10.1. Communication of and in connection with this Policy shall be in the English language.
- **11.** It has been agreed that if any part of the premium, being based on estimated numbers is adjustable then the Group Policyholder shall within 30 days of the end of the Period of Insurance provide the actual numbers to Us.
- **12.** The Contracts (Right of Third Parties) Act 1999 or any amendment thereto shall not apply to this Policy. No other party may benefit from this contract as of right. The Policy may be varied or cancelled without the consent of any third party.
- **13.** The Group Policyholder and You must take ordinary and reasonable care to safeguard against loss, damage, Accident, injury, Accidental Bodily Injury or illness as though not insured.
- 14. The Group Policyholder and every individual covered under the group policy has a duty to take reasonable care to ensure that any information that is provided by them or on their behalf to us when applying for and throughout the life of this policy is complete, accurate and not misleading. It is important that all statements made in the application, over the telephone, on claim forms and other documents are full and accurate. Please note that if any misrepresentation of a material particular is made in the information provided to us this could invalidate the insurance cover and could mean that part or all of a claim may not be paid.

### Data protection policy clause

### **Personal information**

Your insurance cover includes cover for individuals who are either insureds or beneficiaries under the policy (individual insureds). We (the Lloyd's underwriter(s) identified in the contract of insurance) and other insurance market participants collect and use relevant information about individual insureds to provide you with your insurance cover and to meet our legal obligations.

This information includes individual insured's details such as their name, address and contact details and any other information that we collect about them in connection with your insurance cover. This information may include more sensitive details such as information about their health and criminal convictions.

We will process individual insureds' details, as well as any other personal information you provide to us in respect of your insurance cover, in accordance with our privacy notice(s) and applicable data protection laws.

### **Information notices**

To enable us to use individual insureds' details in accordance with applicable data protection laws, we need you to provide those individuals with certain information about how we will use their details in connection with your insurance cover.

You agree to make available to each individual insured our short form information notice, which we have provided to you in connection with your insurance cover, on or before the date that the individual becomes an individual insured under your insurance cover or, if earlier, the date that you first provide information about the individual to us.

### **Minimisation and notification**

We are committed to using only the personal information we need to provide you with your insurance cover. To help us achieve this, you should only provide to us information about individual insureds that we ask for from time to time.

You must promptly notify us if an individual insured contacts you about how we use their personal details in relation to your insurance cover so that we can deal with their queries.

### **General exclusions**

### Applicable to the Policy as a whole

- **1.** We shall not be liable for payment of any benefit for Accidental Bodily Injury, loss or expense:
  - 1.1 Suffered or incurred after the expiry of the Period of Insurance during which You attain the age of 80 years.
  - 1.2 To any Insured Person who is a professional sportsperson or professional entertainer.
- **2.** We shall not be liable for Accidental Bodily Injury loss or expense resulting from or contributed to by, directly or indirectly:
  - 2.1. Your insanity, actual or attempted suicide or intentional self-injury or needless self-exposure to danger except to save human life.
  - 2.2. You participating in any aerial pursuits or sports, unless as part of an authorised Scouting activity including, but not limited to the following: Ballooning; Bungee Jumping; Gliding; Hanggliding; Micro- lighting; Parachuting; Paragliding; Parascending; or Air Travel (other than as a farepaying passenger on a regular scheduled airline or licenced chartered aircraft).
  - 2.3. Acquired Immune Deficiency Syndrome (AIDS) AIDS Related Complex (ARC) or Human Immuno-deficiency Virus (HIV) howsoever these have been acquired or may be named.
  - 2.4. You being a full time member of the armed forces of any nation or international authority or a member of any Reserve Forces called out for Permanent Service.
  - 2.5. War, whether declared or not.
  - 2.6. lonising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
  - 2.7. The radioactive toxic explosive or other hazardous properties of any nuclear assembly or nuclear components thereof.
  - 2.8. You travelling to a country which is or whose armed forces are engaged in War within its own borders where that part of a Trip commences after the outbreak of such war.

- 2.9. You being under the influences of alcohol, drugs or solvents, alcoholism, drug addiction, solvent abuse, any addictive disorder or any previously diagnosed anxiety depression nervous or mental disorders.
- 2.10. You:
  - 2.10.1 Participating in competitive Winter Sports, ski or bob ski racing including practice and training for these events, or ski jumping.
  - 2.10.2 Travelling on motorcycle over 125cc.
- 2.11 You not being allowed to board a flight, train, sea vessel, coach or bus for any reason whatsoever.

#### 3. Nuclear/Chemical /Biological Terrorism Exclusion

It is agreed that, regardless of any contributory cause(s), this Insurance does not cover any claim(s) in any way caused or contributed to by an act of war or Act of Terrorism involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent.

If We allege that by reason of this exclusion any claim is not covered by this insurance the burden of proving the contrary shall be upon the Group Policyholder. All other terms and conditions remain unchanged.

- **4.** There is no cover under any section of Your Insurance Policy for
  - 4.1 travel to any country or territory to which the British Foreign and Commonwealth Office is advising against all or all but essential travel. For full details visit https://www.gov.uk/foreigntravel-advice
  - 4.2 any Trip or activity undertaken during a Trip that is unauthorized by The Scout Association.

#### 5. Cyber Risks Endorsement

We will not pay for any loss, damage, liability, cost or expense caused deliberately or accidentally by:

- the use of, or inability to, use any application, software, or programme in connection with any electronic equipment (for example a computer, smartphone, tablet or internet-capable electronic device);
- ii. any computer virus;
- iii. any computer related hoax relating to i and/or ii above.

However, subject to the terms and conditions of Your policy, You are covered up to the amount(s) stated in the schedule for:

- Personal Accident (Section 1)
- Medical Expenses (Section 2) and
- Disruption (Cancellation and Curtailment) (Section 9),

as a result of Your serious illness or injury or death due to any of i, ii or iii above.

#### 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 of 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.

15/09/10 LMA3100

### Making a claim

1. As soon as reasonably possible after the happening of any occurrence likely to give rise to a claim under this Policy notice shall be given to Our appointed claims handlers.

Contact details are:

#### Collinsons

### Sussex House Perrymount Road Haywards Heath West Sussex RH16 1DN

#### T: + 44 (0) 208 865 3059 E: unity@intana-assist.com

In the event of Emergency Assistance being required please contact:

### Collinsons T: + 44 (0) 208 865 3055 E: unity@collinsongroup.com

- 2. The Insured Person shall at their own expense furnish to Us such certificates, information and evidence as We may from time to time reasonably require in the form prescribed by Us. We shall be allowed at Our own expense, upon reasonable notice to request a medical examination of an Insured Person as appropriate.
- **3.** If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or devices shall be used by the Group Policyholder or an Insured Person or anyone acting on their behalf to obtain benefit under this Policy We shall be under no liability in respect of such claim.
- 4. You shall as soon as possible after the occurrence of any Accidental Bodily Injury or illness obtain and follow the advice of a Medical Practitioner and We shall not be liable for any consequences of Your failure to obtain and follow such advice and use such appliance or remedies as may be prescribed. After obtaining and following the advice

of a Medical Practitioner, you are also responsible to ensure that the incident(s) leading to the occurrence of said injury or illness, are reported to Unity Insurance Services, contact details as below:

#### Suite 8 The Quadrant 60 Marlborough Road Lancing Business Park Lancing West Sussex BN15 8UW.

#### T: 0345 040 7703 F: 0345 040 7705 E: scouts@unityins.co.uk

- 5. We will pay the Benefit Amount for:
  - 5.1. Accidental Death to the estate of the deceased Insured Person and the receipt given to Us by the personal representatives shall be a full discharge of liability by Us in respect of the Claim for such Benefit Amount.
  - 5.2. Each of the other applicable Benefits and (except where specifically stated otherwise), all other claims.
    - 5.2.1 If the Insured Person is 18 or over to the Insured Person and their receipt shall be a full discharge of all liability by Us in respect of such claim.
    - 5.2.2 If the Insured Person is under 18 to the Parent or Legal Guardian of such minor. The Parent or Legal Guardian's receipt shall be a full discharge of all liability by Us in respect of such Claim.
- 6. Claims involving foreign currency will be converted into policy currency at the selling rate of exchange published in the Financial Times on the day nearest to the date of loss.

### **Complaints procedure**

We are dedicated to providing You with a high quality service and We want to ensure that we maintain this at all times. If You feel that We have not offered You a first class service please write and tell Us and We will do Our best to resolve the problem.

If You have any questions or concerns about Your insurance or the handling of a claim You should, in the first instance, contact Unity (Scout Insurance Services).

If You have a problem concerning any aspect of Your insurance please contact Unity (Scout Insurance Services).

Contact details are:

Suite 8 The Quadrant 60 Marlborough Road Lancing Business Park Lancing West Sussex BN15 8UW.

T: 0345 040 7703 F: 0345 040 7705 E: scouts@unityins.co.uk **Consumers:** in the event You remain dissatisfied and wish to make a complaint You can do so at any time by referring the matter to the Complaints Department at Lloyd's.

**Commercial customers:** in certain circumstances, it may be possible for You to refer the matter to the Complaints Department at Lloyd's.

Their address is:

Policyholder and Market Assistance Lloyd's One Lime Street London EC3M 7HA T: 020 7327 5693 F: 020 7327 5225 E: Complaints@Lloyds.com

Complaints that cannot be resolved by the Complaints Department may be referred to the Financial Ombudsman Service.

Further details will be provided at the appropriate stage of the complaints process.

### **Regulatory details**

### Financial Services Compensation Scheme

Lloyd's insurers are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the Scheme if a Lloyd's insurer is unable to meet its 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.

### Lloyd's

This Insurance is underwritten by Lloyd's Syndicate Number 609 managed by Atrium Underwriters Ltd at Lloyd's which is Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Registration No. 204834. You can check this on the Financial Services Register by visiting the Financial Services Register website: http://www.fsa.gov.uk/ register/ or by contacting the Financial Conduct Authority on 0800 111 6768.

### Glossary

The following General Definitions shall have the same meaning wherever they appear in the Policy wording.

**Accident:** A sudden, unexpected, unusual, specific event which occurs at an identifiable time and place.

Accidental Bodily Injury: Injury which is sustained by an Insured Person as the result of an Accident during the Trip which solely and independently of any other cause except surgical treatment rendered necessary by the Accident results in the Insured Person's death, disablement or injury that incurs Medical Expenses.

Act 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. 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.

**Child/Children:** Any person who is unmarried and under 18 years of age or under 23 years of age if in full time education.

**Complications of Pregnancy:** shall only be deemed to include the following: toxaemia, gestational hypertension, pre-eclampsia, ectopic pregnancy, hydatidiform mole (molar pregnancy), post partum haemorrhage, retained placenta membrane, placental abruption, hyperemesis gravidarum, placenta praevia, stillbirths, miscarriage, medically necessary emergency Caesarean sections / medically necessary termination and any premature births more than 8 weeks (or 16 weeks in the case of a known multiple pregnancy) prior to the expected delivery date.

**Country of Domicile:** The country in which the Insured Person is habitually resident.

**Europe:** The continent of Europe west of the Ural Mountains excluding the United Kingdom and including the Azores, the Canary Islands, the Channel Islands, the Isle of Man, the Republic of Ireland and Madeira and non-European countries bordering the Mediterranean. **Event:** All instances of Accidental Bodily Injury arising out of and directly occasioned by one sudden, unexpected, unusual, and specific event occurring at an identifiable time and place. The duration and extent of an event shall be limited to 72 consecutive hours and within a 10-mile radius. No instances of Accidental Bodily Injury occurring outside such period and/or radius shall be included in that event.

**Excess:** The first amount of any claim that You shall pay.

**Geographical Limits:** The Geographical limits stated in the Policy Schedule.

**Group Policyholder:** The person, firm, company or organisation named as the Group Policyholder in the Policy Schedule.

**Hijack:** Unlawful seizure or wrongful exercise of control of an aircraft or other publicly licensed conveyance in which the Insured Person is travelling as a passenger.

**Hospital:** An institution that has accommodation for residential patients and has facilities for diagnosis, carrying out surgery and treatment. It does not include a long-term nursing home, an old people's home or an extended care facility.

#### Legal Expenses:

- Fees, expenses, costs/expenses of expert witnesses and other disbursements reasonably incurred by the Legal Representatives in pursuing a claim or legal proceedings for damages and/ or compensation against a third party who had caused Accidental Bodily Injury to or illness of an Insured Person or in appealing or resisting an appeal against the judgement of a court, tribunal or arbitrator; and
- 2. Costs for which an Insured Person is legally liable following an award of costs by any court or tribunal or an out of court settlement made in connection with any claim or legal proceedings.

**Legal Representatives:** The solicitor, firm of solicitors, lawyer, advocate, or other appropriately qualified person, firm or company appointed to act on behalf of the Group Policyholder or Insured Person.

**Loss of Sight:** Permanent and total Loss of Sight shall be considered as having occurred:

 a. in both eyes, if an Insured Person's name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist and is without hope of improvement; **b.** in one eye, if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale and is without hope of improvement.

**Loss of Limb:** Loss by physical separation of a hand at or above the wrist or a foot at or above the ankle and includes total and irrecoverable loss of use of hand, arm or leg.

**Major Powers:** The United Kingdom, the United States of America, France, the People's Republic of China and the former constituents of the Union of the Soviet Socialist Republics.

**Medical Practitioner:** A legally qualified practitioner of medicine other than You, a member of Your immediate family or anyone You are travelling with.

**Money:** Coins, bank notes, postal or money orders, signed travellers cheques and other cheques, letters of credit, travel tickets, petrol coupons or other prepaid coupons which belong to or are in the custody and control of an Insured Person and are intended for travel, meals, accommodation and personal expenditure only.

**Off-Piste Skiing:** Skiing outside the area of the normal compacted snow ski slope (the piste).

**Parent or Legal Guardian:** A person with parental responsibility, or a legal guardian, both being in accordance with the Children Act 1989 and any statutory amendment modification or re-enactment of it.

**Partner:** An Insured Person's spouse or someone of either sex with whom an Insured Person has been living for at least three months as though they were their spouse.

**Period of Insurance:** The period between and inclusive of the dates shown From: and To: on the policy Schedule commencing at 00.01 hours on the earliest date shown and expiring at midnight on the latest date shown or as otherwise stated on the Schedule.

Cover under the Disruption sub-section begins when the Trip is booked (if this Policy is in force at the time of booking) or commencement of the Period of Insurance, whichever is later, and ends when the Insured Person leaves home to commence the Trip or expiry of the Period of Insurance (whichever comes first).

Cover under all other Sections starts when the Insured Person leaves home during the Period of Insurance to commence the Trip and ends upon the Insured Person's return home or expiry of the Period of Insurance (whichever comes first). **Permanent Total Disablement:** Disablement that has lasted for at least twelve months and which in Our opinion is beyond hope of recovery and shall in all probably continue for the remainder of the Insured Person's life and result in their inability to perform or give attention to gainful occupation of any and every kind.

**Personal Belongings:** Personal articles, which are the property of the Insured Person; or property for which they are responsible (other then property owned by the Scout Association or its member organisations or for which they are responsible) and which is taken on or acquired during the Trip.

**Policyholder:** An Insured Person except Insured Persons who are Children under the age of 18 years when the Policyholder shall be the Parent or Guardian of such children.

**Premium:** The amount shown on the Policy Schedule in respect of the specified Period of Insurance or any amount that subsequently becomes due as a result of alteration, adjustment or renewal of the Policy.

**Trip:** Any Trip in connection with authorised Scouting activities (or as otherwise agreed with Us) within the Geographical Limits, which commences during the Period of Insurance, and for which this insurance was purchased.

Where cover has been purchased under this insurance for more than one Trip, the maximum duration any one Trip shall not exceed the period stated in the Schedule.

**United Kingdom:** England, Scotland, Wales, and Northern Island (excluding the Isle of Man and the Channel Islands).

**Unity Assist:** The travel assistance and emergency medical and repatriation services organised by Us.

**Valuables:** Cameras and other photographic equipment, GPS/ Satellite Navigation equipment, radios, video equipment, telescopes and binoculars, jewellery, watches, furs, precious and semi-precious stones and articles made of or containing gold, silver or other precious metals.

**War:** Armed conflict between nations, invasion, act of foreign enemy, civil war, military or usurped power.

We, Us, Our: Certain Underwriters at Lloyd's.

**Winter Sports:** Skiing (including off-piste skiing), tobogganing, snow boarding and ice skating (other than on an indoor rink).

**You, Your, Insured Person:** Any person or category of persons shown as being an Insured Person in the Policy Schedule.



T: 0345 040 7703
F: 0345 040 7705
E: scouts@unityins.co.uk

### unityins.co.uk

Unity Insurance Services Suite 8 The Quadrant 60 Marlborough Road Lancing Business Park Lancing West Sussex BN15 8UW



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