



FISHPAL INSURANCE POLICY

(Covering Trip Cancellation, High Water Flooding Disruption, Inability to Fish. Personal Property & Public Liability)

DEMANDS AND NEEDS

This travel insurance policy will suit the Demands and Needs of an individual, or group (where applicable) who have no excluded medical conditions, are travelling to countries included within the policy terms and who wish to insure themselves against the unforeseen circumstances/events detailed within this insurance policy. Subject to terms and conditions and maximum specified sums insured

IMPORTANT

This insurance policy will have been sold to **you** on a non-advised basis and it is therefore for **you** to read this insurance policy (paying particular attention to the terms, conditions and exclusions) and ensure that it meets all of **your** requirements. If upon reading this policy **you** find it does not meet all of **your** requirements, please refer to the relevant statutory cancellation section.

This fishing cancellation insurance covers situations when the river is unfishable due to high water levels and deemed unfishable by the river representative/ghillie from the beat.

This policy is underwritten by **Travel Insurance Facilities** and Insured by Union Reiseversicherung AG, UK. Travel Insurance Facilities are authorised and regulated by the Financial Conduct Authority. Union Reiseversicherung AG are authorised by BaFin and subject to limited regulation by the Financial Conduct Authority. **Cover is provided for each traveller who is shown as having paid the insurance premiums and whose name appears on the insurance validation documentation.**

YOUR POLICY

In return for having accepted **your** premium **we** will in the event of bodily injury, death, illness, disease, loss, theft, damage, legal liability, fishing cancellation or other events happening within the period shown above provide insurance in accordance with the operative sections of **your** Policy. **Your** policy is evidence of the contract of insurance. Under **your** policy Cancellation cover applies as soon as the premium has been paid and the Policy is issued until the commencement of the travel date. The remaining cover applies for the duration of the booked trip to a maximum 70 consecutive days (or earlier return to the **United Kingdom**) and also includes the period of travel from **home** directly to the departure point and back **home** afterwards not exceeding 24 hours in each case. If the return is unavoidably delayed for an insured reason, cover will be extended free of charge for the period of that delay.

SUMMARY OF COVER PER INSURED PERSON (please see overleaf for full details of cover and limitations for each insured person)

Section 1 – Cancellation	Section 2 – Fishing Disruption (High Water)	Section 3 – Inability to Fish	Section 4 – Personal Property	Section 5 – Personal Liability Expenses
Up to £1,500	Up to £1,500 Per Person Per Day	Up to £300	Up to £1,500 for personal baggage Up to £100 for delayed baggage Up to £200 for Personal Money	Up to £2,000,000
See overleaf for details of excesses	See overleaf for details of excesses	No excess	See overleaf for details of excesses	No excess

HEALTH CONDITIONS *Applying to travel to all destinations*

It is a condition that at the time of taking out this policy and between that time and **your** departure **you** must comply with each of the following:

- 1) **you** are not aware of any reason why the trip should be cancelled or cut short.
- 2) in the last 2 years **you** have not been treated for any serious illness or re-occurring medical condition
- 3) **you** are not travelling
 - (a) against the advice of a **medical practitioner**
 - (b) for the purpose of obtaining medical treatment, or
 - (c) if **you** have been given a terminal prognosis
- 4) **you** are not receiving or awaiting treatment for any illness or injury as a hospital day case or in-patient as any claim arising from the illness or injury will not be covered.
- 5) if **you** are on medication at the time of travel **your** medical condition must be stable/well controlled.

IMPORTANT NOTES

- 1) The cover under this Policy is only available to **UK residents** for travel to and from the **United Kingdom** and repatriation will be to the **United Kingdom** only.
- 2) Cover is only available for the whole duration of a booked trip to a maximum 70 consecutive days, and cannot be effected once a journey has commenced.
- 3) The amount deductible from a claim applies to each insured person involved in a claim, on each section of this policy as do the sums insured under each section.
- 4) If **your money, valuables** or any items of **baggage**, are lost or stolen, **you** must notify the local police within 24 hours of discovery. Please make sure **you** get a copy of the police report. Failure to comply will result in **your** claim being turned down.
- 5) **Stolen Property: You** are not covered for **baggage** or personal property stolen from;
 - (a) an unattended vehicle unless it was locked in the luggage compartment of the vehicle and evidence of force or violent entry to the vehicle is available, or
 - (b) the passenger compartment of any unattended vehicle.
- 6) This Policy contains the following General Exclusion;

STATUTORY CANCELLATION RIGHTS

You may cancel this policy within 14 days of receipt of the policy documents (the cancellation period) by writing to the issuer of this policy during the cancellation period. Any premium already paid will be refunded to **you** providing **you** have not travelled, no claim has been made or is intended to be made and no incident likely to give rise to a claim has occurred.

Cancellation Outside The Statutory Period

You may cancel this policy at any time after the cancellation period by writing to the issuer of this policy. If **you** cancel after the cancellation period no full premium refund will be made.

Non Payment Of Premiums

We reserve the right to cancel this policy immediately in the event of non payment of the premium.

PLEASE REFER TO PAGE 3 OF THIS POLICY FOR GENERAL EXCLUSIONS, AND 'MEDICAL EMERGENCY SERVICE' AND PAGE 4 FOR 'HOW TO MAKE A CLAIM'

DEFINITIONS

Wherever the following words and phrases appear in this Policy they will always have these meanings:-

Baggage Your suitcases (or similar luggage carriers) and their contents usually taken on a trip, together with the articles purchased, worn or carried by **you** for individual use during **your** trip (including Fishing Equipment)

Close Business Associate Any person whose absence from business for one or more complete days at the same time as **your** absence prevents the effective continuation of that business

Curtail/Curtailment Return home early in the **United Kingdom** or hospitalisation whilst on holiday

Home Your residential address in the **United Kingdom**

Immediate Relative Spouse or partner who you are living together with, parents, grandparents, legal guardians, foster child, parents-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, step-parents, step-child, step-brother, step-sister, aunt, uncle, brother, sister, child, grandchild, niece, nephew, or fiancé(e).

Loss of Limb Physical, permanent and total loss of use at or above the wrist or ankle

Loss of Sight The complete and irrecoverable loss of sight which shall be considered as having occurred:

- in both eyes if **your** name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist and
- in one eye if the degree of sight remaining after correction is 3/60 or less on the Snellen scale

Medical Practitioner A registered practising member of the medical profession who is not related to **you** or any person with whom **you** are travelling

Money Cash, postal and money orders, travel tickets, held by **you** for social, domestic and pleasure purposes

Permanent Total Disablement Disablement as a result of which there is no business or occupation which **you** are able to attend to and which having lasted for a period of 12 months is, at the end of that period, beyond hope of improvement

Personal Accident Accidental bodily injury caused solely and directly by sudden, unexpected external violent and visible means

Public Transport Any fare paying passenger on the following regular scheduled forms of transport: Train, Coach, Taxi, Bus, Aircraft and Sea Vessel

Redundancy Any person being declared redundant, who is under 65 years and under normal retiring age for someone holding that persons position, and who has been employed for 2 continuous years with the same employer at the time of being made redundant

UK Residents Any person who is staying in or has lived in the **United Kingdom** for more than 12 months, or if studying or working in the **United Kingdom** for more than 6 months

United Kingdom England, Scotland, Wales, Northern Ireland and the Isles of Scilly

Valuables Watches, furs, jewellery, photographic equipment, video equipment, camcorders and audio equipment including cassettes, CD's, DVD's mini discs, headphones and portable satellite navigation systems

We/Our/Us – Union Reiseversicherung AG, UK

You/Your Each insured person.

GEOGRAPHICAL LIMITS

UNITED KINGDOM

SECTION 1 – CANCELLATION

YOU ARE COVERED

For up to £1,500 for trips to the **United Kingdom**, for the unused proportion of any travel and accommodation costs or pre-paid non refundable expenses which you have paid or legally have to pay if cancellation of **your** trip is

- unavoidable and
- due to an event which is beyond **your** control

EXCESS – The first £50 (£15 in respect of loss of deposits) will be deducted for each and every incident per insured person involved in the incident.

SPECIAL CONDITION

If **you** fail to notify the travel agent, tour operator or provider of accommodation and/or transport as soon as **you** find it necessary to cancel the trip, **our** liability will be restricted to the cancellation charges that would have applied if a delay had not occurred.

YOU ARE NOT COVERED

- For any claims on medical grounds where you fail to provide a medical certificate or other suitable evidence from a medical practitioner of the need to cancel the trip
- For anything arising directly or indirectly from:
 - your disinclination to travel or financial reasons other than involuntary redundancy
 - bankruptcy or liquidation of any travel agent, tour operator or transportation company
 - the tour operator or anyone you have made travel or accommodation arrangements with failing to provide such arrangements
 - being called as an expert witness or where normal employment would require your attendance at a court of law

- your failure to obtain the required passport or visa
- regulations set by the government of any country.

- For anything mentioned in the General Exclusions on page 3. You should also refer to the HEALTH CONDITIONS on page 1.
- Any claims for costs related to pregnancy or childbirth unless the claim is certified by a **Medical Practitioner** as necessary due to complications of Pregnancy and Childbirth.

SECTION 2 – FISHING DISRUPTION

YOU ARE COVERED

Up to £1,500 per person per day for the unused portion of **your** permit fees which were paid for before **your** departure from **your** home if **you** are unable to fish due to adverse weather conditions i.e. high water only

YOU ARE NOT COVERED

- for claims where **you** have not obtained confirmation of river location closure from the local representative.
- for claims where not all fishing facilities are totally closed.
- for claims where weather conditions are known or are public knowledge at the time of purchasing this insurance policy.
- unless **you** provide evidence of **your** Permit to Fish documentation
- for anything mentioned in the General Exclusions shown on page 3
- when fishing is cancelled due to low water conditions

SECTION 3 – INABILITY TO FISH

If you fall ill, suffer a sprain or are injured during the Period of Insurance and you are certified by a registered doctor as unfit to fish, the company will compensate the Insured with a payment of £75 for the first full 48 hour period and a further £45 for each subsequent full 24 hours fishing lost up to a maximum £300 of policy benefit

SECTION 4 – PERSONAL PROPERTY

YOU ARE COVERED

A. PERSONAL BAGGAGE

For up to £1,500 after making proper allowance for wear and tear and depreciation, for the value or repair of **your** own **baggage** (not hired, loaned or entrusted to **you**), which is lost, stolen, damaged or destroyed: limited to £200 in respect of all **valuables**, limited to £200 in respect of a single article or a pair or set of articles (eg fishing equipment).

NOTE – In the event of a claim in respect of a pair or set of articles **we** shall be liable only for the value of that part of the pair or set which is lost, stolen, damaged or destroyed.

B. DELAYED BAGGAGE

For up to £100 towards the cost of buying replacement necessities if **your** own **baggage** is delayed in reaching **you** on **your** outward journey for at least 12 hours and **you** have a written report from the carrier (ie airline, shipping company etc) or tour representative. Receipts will be necessary in the event of a claim.

NOTE – Any amount **we** pay **you** under B. (Delayed **Baggage**) will be deducted from **your** **baggage** claim if **your** **baggage** proves to be permanently lost.

C. PERSONAL MONEY

For up to £200 if **your** own **money** is lost or stolen whilst being carried on **your** person or left in a locked safety deposit box.

NOTE – If **you** are aged under 18, claims under Personal **Money** are limited to £50 overall.

EXCESS

The first £50 of each and every incident per insured person involved in the incident (not applicable to B. above)

YOU ARE NOT COVERED

- If **you** do not exercise reasonable care for the safety and supervision of **your** property
- If **you** do not obtain a written police report within 24 hours of the discovery in the event of loss, burglary or theft of **baggage**, **valuables** or **money**
- If **you** do not obtain a written carriers report if **your** **baggage** is lost or damaged in transit (or a Property Irregularity report in the case of an airline)
- For loss, destruction, damage or theft;
 - due to confiscation or detention by customs or other officials or authorities
 - of contact lenses, dentures, hearing aids, samples or merchandise, bonds, coupons, securities, stamps or documents of any kind, (other than as defined in the **money** definition), vehicles or accessories (other than wheelchairs and pushchairs only), tents, antiques, musical instruments, pictures, typewriters, portable telephones, computers and/or accessories or televisions
 - due to wear and tear, denting or scratching, moth or vermin
 - of valuables left as 'check-in' baggage
- For mechanical breakdown or derangement; for breakage of fragile or brittle articles being transported by a carrier, unless the breakage is due to fire or other accident to the vessel, aircraft or vehicle they are being carried in
- For **baggage** or personal property stolen from;
 - an unattended vehicle unless it was in the locked luggage compartment of the vehicle and evidence of force and

- violent entry to the vehicle is available
- (b) the passenger compartment of any unattended vehicle
- 7) For any shortages due to error, omission or depreciation in value
- 8) For any property more specifically insured or recoverable under any other source
- 9) For anything mentioned in the General Exclusions shown on page 3.

SECTION 5 – PERSONAL LIABILITY

YOU ARE COVERED

For up to a maximum of £2,000,000 for **your** legal expenses and legal liability for damages, arising from an accident that happened during the trip leading to claims made against **you** for;

- 1) Accidental bodily injury to a person who is not a member of **your** family or household or employed by **you**
- 2) Loss or damage to any property which does not belong to, is not in the charge of and is not in the control of **you**, any member of **your** family or household or anyone employed by **you**
- 3) Damage to **your** temporary holiday accommodation that does not belong to **you** or any member of **your** family or household or an employee.

YOU ARE NOT COVERED

- 1) For fines imposed by a Court of Law or other relevant bodies
- 2) For anything caused directly or indirectly by;
 - (a) liability which **you** are responsible for because of an agreement (such as a hire agreement) that was made
 - (b) injury, loss or damage arising from
 - i) ownership or use of aircraft, horse-drawn or mechanical/motorised vehicles, vessels (other than rowing boats, punts or canoes), animals (other than horses, domestic dogs or cats), or firearms (other than guns being used for sport)
 - ii) the occupation (except temporarily for the purposes of the trip) or ownership of any land or buildings
 - iii) the carrying out of any trade or profession
 - iv) racing of any kind
 - v) any deliberate act
- 3) For anything mentioned in the General Exclusions shown on page 3.

NOTE – If you are using a mechanical/motorised vehicle, make sure that you are adequately insured for third party cover as you are not covered under this insurance

GENERAL EXCLUSIONS

YOU ARE NOT COVERED

For anything caused directly or indirectly by;

- 1) **Your** suicide, deliberately injuring **yourself**, being under the influence of drink alcohol (a blood alcohol level that exceeds 0.19% – approximately four pints or four 175ml glasses of wine) or drugs (unless prescribed by a doctor), alcoholism, drug addiction, solvent abuse, wilful exposure to exceptional risk, (unless **you** are trying to save someone's life)
- 2) **Your** travel against any health requirements stipulated by the carrier, their handling agents or any other **public transport** provider.
- 3) **You** participating in professional or organised sports, winter sports (unless the appropriate premium has been paid), racing, speed or endurance tests, dangerous pursuits
- 4) Air travel other than as a fare-paying passenger on a regular scheduled airline or licensed charter aircraft
- 5) Bankruptcy/liquidation of any tour operator, travel agent or transportation company
- 6) Unless **we** provide cover under this insurance, any other loss, damage or additional expense following on from the event for which **you** are claiming. Examples of such loss, damage or additional expense would be the cost of replacing locks after losing keys, costs incurred in preparing a claim or loss of earnings following bodily injury or illness.
- 7) War, hostilities (whether war be declared or not), terrorist activity, revolution, military or usurped power, civil commotion or any similar event
- 8) Loss or damage to any property and expense or legal liability caused by or contributed to or arising from;
 - (a) ionising radiations or radioactive contamination from any nuclear fuel or nuclear waste which results in burning nuclear fuel
 - (b) the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it
 - (c) pressure waves from aircraft and other flying objects travelling faster than the speed of sound
- 9) **You** travelling on motorcycles over 125cc
- 10) **You** mountaineering or rock climbing using picks, ropes or guides or pot-holing
- 11) **You** manual work or hazardous occupation of any kind
- 12) **You** taking part in dangerous expeditions or the crewing of a vessel outside European waters
- 13) Any payment which you would normally have made during your travels, if nothing had gone wrong

- 14) **Your** participation in any illegal act.
- 15) Your travel to a country or specific area or event to which the travel advice unit of the Foreign & Commonwealth or World Health Organisation has advised the public not to travel. www.fco.gov.uk/en/travel-and-living-abroad/travel-advice-by-country/

GENERAL CONDITIONS

You must comply with the following Conditions to have the full protection of **your** Policy. If **you** do not comply with them, **we** may at **our** option cancel the Policy or refuse to deal with **your** claim.

- 1) No payment will be made under Section 1, without appropriate medical certification
- 2) If **we** require medical certificates, information, evidence and receipts, these must be obtained by **you** at **your** expense
- 3) In the event of a claim, if **we** require a medical examination **you** must agree to this and in the event of death **we** are entitled to a post mortem examination both at **your** expense
- 4) **You** must take all reasonable steps to recover any lost or stolen articles
- 5) **You** must not act in a fraudulent manner. If **you** or anyone acting for **you**
 - (a) make a claim under the Policy knowing the claim to be false or fraudulently exaggerated in any respect or
 - (b) make a statement in support of a claim knowing the statement to be false in any respect or
 - (c) submit a document in support of a claim knowing the document to be forged or false in any respect or
 - (d) make a claim in respect of any loss or damage caused by **your** wilful act or with your connivance

Then

- (a) **we** shall not pay the claim
- (b) **we** shall not pay any other claim which has been or will be made under the Policy
- (c) **we** may at **our** option declare the Policy void
- (d) **we** shall be entitled to recover from **you** the amount of any claim already paid under the policy since the last renewal date.
- (e) **we** shall not make any return of premium.
- (f) **we** may inform the police of the circumstances.
- 6) **We** accept as evidence of cover the confirmation of booking issued to you by the tour operator showing that the premium has been paid
- 7) **You** must not make any payment, admit liability, offer or promise to make any payment without written consent from **us**.
- 8) **We** are entitled to take over any rights in the defence or settlement of any claim and to take proceedings in **your** name for our benefit against any other party
- 9) **We** may at any time pay to **you** our full liability under the Policy after which no further payments will be made in any respect
- 10) If at the time of making a claim there is any other Policy covering the same risk **we** are entitled to contact that insurer for a contribution.
- 11) **You** and **we** are free to choose the laws applicable to this policy. As **we** are based in England, **we** propose to apply the laws of England and Wales and by purchasing this policy **you** have agreed to this.

FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

The insurers of this policy are covered by the Financial Services Compensation Scheme (FSCS). If we are unable to meet our obligations, you may be entitled to compensation from the scheme, depending on the type of insurance and the circumstances of the claim.

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

YOUR RIGHT TO COMPLAIN

If your complaint is regarding the selling of your policies:

Write to the Managing Director, Fishpal Limited, Stichell House, Kelso, Scotland TD5 7TB

Or if, you would like to complain about the outcome of your claim or assistance provided please forward details of your complaint in the first instance as follows:

Write to the Branch Manager, URV, 2nd Floor, 1 Tower View, Kings Hill, West Malling, Kent ME19 4UY, who will review the claims office decision.

If you are still not satisfied with the outcome you may:

Ask the Financial Ombudsman Service (FOS) to review your case. Their address is Exchange Tower, Harbour Exchange Square, London, E14 9SR

HOW TO MAKE A CLAIM

We have appointed Travel Claims Facilities to look after your claim. If you require a claim form please download it on the internet at: www.travel-claims.net

Alternatively please advise the section of the insurance on which you want to claim and your document number, FPL/16, to:

Travel Claims Facilities, 2nd Floor, 1 Tower View, Kings Hill, West Malling, Kent ME19 4UY telephone: 0203 829 6761 fax: 0870 620 5001

with all the information and documents required. It is essential that you provided us with as much detail as possible to enable us to handle your claim promptly and efficiently. Please keep copies of all the documentation you send to us.

You may need to obtain some information whilst you are away. Below is a list of documents we will need in order to deal with your claim.

FOR ALL CLAIMS

- Your original Certificate of Insurance.
- Your original Booking Invoice confirmation showing dates of travel and insurance premium paid.
- Original bills or invoices you are asked to pay.
- Details of any other insurance you may have that may cover the same loss, such as household or private medical cover.
- As much evidence as possible to support your claim.

CANCELLATION

- Original cancellation invoice(s) detailing all cancellation charges incurred.
- For claims relating to illness or injury a medical certificate will need to be completed by the treating doctor. A certified copy of the death certificate is required in the event of a death.
- For claims relating to redundancy a letter from your employer confirming the length of employment and eligibility for redundancy pay.
- If cancellation was due to other non-medical reasons, please supply some form of independent documentary evidence in support of your claim.
- A claim form signed by the river representative/ghillie in the event of a claim for unfishable (high water) being made

PERSONAL PROPERTY

- Report the theft, loss or damage to the police within 24 hours of discovery and obtain a report from them.
- If appropriate you should also report the theft, loss or damage to your courier or tour representative, hotel or apartment manager and ask for a written report.
- Original receipts such as suitable evidence of purchase/ownership and value.
- Confirmation of money (if applicable) such as foreign exchange or bank Statements.
- Keep any damaged items for possible inspection. If payment is made in respect of these items, the item will then belong to us.
- Obtain an estimate for the damaged item or confirmation that it is beyond economical repair.

PERSONAL LIABILITY

- A detailed account of the circumstances surrounding the claim (including photographic or video evidence if available).
- Any writ, summons or other correspondence received from any third party. Please note that you should not accept liability or offer to make any payment or correspond with any third party without our written consent.
- Full details of any witnesses, providing written statements where available.

You should fill in the claim form and send it to us as soon as possible

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