



Annual travel insurance arrangement

Insurance policy





THIS IS TO CERTIFY that in accordance with the authorisation granted to Bluefin Insurance Services Limited trading as Bishop Skinner Marine under Contract PA999 AHU by certain syndicates at Lloyd's (hereafter referred to as the Underwriters), 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 the person(s) shown in the Schedule for the Benefits herein.

Section		Sum Insured	RYA Gold Members	
			Uр То	Ир То
1.	Medical and Additional Expenses		£5,000,000	£10,000,000
2.	Cancellation and Curtailment		£3,000	£4,000
3.	Journey Continuation and Delay	Part 1	£500	
		Part 2	£150	
4.	Personal Liability		£1,000,000	£2,000,000
5.	Legal Expenses		£25,000	
6.	Personal Accident		£20,000	
7.	Hospital Benefit		£1,500	
8.	Personal Baggage, Clothing or Effects,			
	Money and Delayed Baggage		£1,500	£2,000
	Subject to the following limits:			
	Any one article or pair or set of articles		£250	
	Valuables		£250	
	Photographic Equipment		£250	
	Money		£500	£750
			(£100 Cash Limit)	
	Delayed Baggage		£100	
9.	Yacht Charter Excess Waiver		£500	
10.	Winter Sports Cover		£250	
11.	Piste Closure		£200	
12.	Avalanche		£150	

The insurance is only valid when issued with a numbered, signed and dated schedule. Please read this schedule carefully. If the schedule is incorrect please return it immediately to your agent for alteration.

MONEY BACK GUARANTEE

If the Insurance does not meet your needs, please return this Schedule to your Agent within 14 days of receipt and a full refund of premium and tax will be made subject to no trips having taken place and no claims being made. No return of premium will be made after this period. Cover shall cease at expiry of the Period of Insurance (except where already otherwise provided for herein) unless the Certificate has been extended or renewed through the issuing Agent.

OPTIONAL EXTENSIONS

1. Business Travel

Cover is extended to include business trips with a destination outside the **United Kingdom**, provided such trip(s) have a maximum duration of 45 days each.

The Schedule will show if this extension is operative.

 Holiday Travel Extended Period The maximum duration any trip is amended to 62 days.

The Schedule will show if this extension is operative.

DEFINITIONS

Listed below are words that have the same specific meaning throughout this Insurance. Defined words will be shown in bold wherever they appear.

"ACCIDENT" means a sudden, unexpected, unusual, specific event, which occurs at an identifiable time and place during the **Operative Time**, but also includes exposure resulting from a mishap to a conveyance in which the **Insured Person** is travelling.

Accident shall also include disappearance. If the **Insured Person** is not found within 90 days of disappearing, and sufficient evidence is produced satisfactory to the Underwriters that leads them inevitably to the conclusion that he has sustained **Bodily Injury** and that such injury caused his death, the Underwriters shall pay the death benefit, where applicable, under this Insurance, provided that the person or persons to whom such sum is paid shall sign an undertaking to refund such sum to the Underwriters if the **Insured Person** is subsequently found to be living.

PRODUCT DESCRIPTION

This Insurance shall cover:

- a) Holidays with a destination outside the **United Kingdom**.
- b) Holidays with a destination within the United Kingdom provided before commencement, such trips are intended to involve at least 2 nights away from home.
- c) Holidays not involving any hazardous activities unless declared to and agreed by Underwriters
- d) Holidays involving Winter Sports up to a maximum of 17 days in all during the Period of Insurance. However, certain activities as stated in General Exclusion 4 remain excluded.
- e) Trips with a maximum duration of 45 days.

OPERATIVE TIME

For all Sections other than Cancellation, cover operates for trips commencing during the Period of Insurance shown in the Schedule from the time the **Insured Person** leaves home or place of employment at the commencement of the trip (whichever is the later) during the whole time away and until return to home or place of employment (whichever is the earlier).

Cancellation cover operates from the date of booking a trip or the commencement date of the Period of Insurance shown in the Schedule, whichever is the later, until commencement of the trip or expiry of the Period of Insurance whichever is the earlier.

Each trip is deemed to be a separate insurance, each being subject to the terms, Definitions, Exclusions and Conditions listed within the Schedule and any attaching endorsements. "BODILY INJURY" means identifiable physical injury which:

- (a) Is sustained by the Insured Person, and
- (b) Is caused by an Accident, and
- (c) Solely and independently of any other cause, except illness directly resulting from medical or surgical treatment rendered necessary by such injury, occasions the death or disablement of the **Insured Person** within twelve months from the date of the **Accident**.

"CLOSE RELATIVE" means Partner, fiancé(e), parent, parent-in-law, brother, brother-in-law, sister, sister-in-law or child.

"DEPENDENT CHILDREN" means all children under 18 years of age, or under 23 years of age if in full time education, who normally reside with, and are travelling with an adult insured under this Insurance, or travelling with a responsible adult over the age of 25 years.

"EUROPE" means all European countries including Russia west of the Ural Mountains, the Azores, Madeira, the Canary Islands, Mediterranean islands and Turkey.

"FAMILY" means the Insured Person, his Partner and all Dependent Children.

"HI-JACK" means the unlawful seizure or wrongful exercise of control of an aircraft or conveyance or the crew thereof, in which the Insured Person is travelling as a passenger.

"LOSS OF LIMB" means permanent loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle, and includes permanent total and irrecoverable loss of use of a hand, arm or leg.

"MEDICAL PRACTITIONER" means a registered, qualified, practicing member of the medical profession, who is not related to the **Insured Person** or any person travelling with the **Insured Person**. "**PARTNER**" means the spouse or any person who has co-habited with the **Insured Person** for at least 6 consecutive months and continues to do so at commencement of the trip.

"PERMANENT TOTAL DISABLEMENT"

means disablement which entirely prevents the **Insured Person** from attending to any business or occupation for which he is reasonably suited by training, education or experience and which lasts twelve months and at the expiry of that period is beyond hope of improvement.

"PHOTOGRAPHIC EQUIPMENT" means cameras, camcorders and any accessories.

"SUM INSURED" means the limit of Underwriters liability, as shown in the Schedule.

"TRAVEL PARTY" means friends, relatives or business associates who are travelling with the **Insured Person** on the same carrier to the same destination.

"**UNATTENDED**" an article will be deemed to be unattended if it is not close enough to the **Insured Person** for him to prevent unauthorised interference with such article by a third party. This shall not include baggage left in the custody of a carrier.

"UNITED KINGDOM" means England, Scotland, Wales and Northern Ireland. In respect of residents of the Isle of Man or the Channel Islands, "United Kingdom" shall be amended to read "Country of Domicile."

"VALUABLES" means spectacles, sunglasses, contact or corneal lenses, watches, furs, jewellery and telecommunication, audio, visual and computer equipment or game consoles, including accessories.

Words in the masculine gender shall include the feminine.

in which the Insured Person normally resides.

"INSURED PERSON" means the person(s) shown in the Schedule.

"LOSS OF SIGHT" means the permanent and total loss of sight which shall be considered to have happened:

- (a) In both eyes if the Insured Person's name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist, or
- (b) In one eye if, after correction, the degree of sight the **Insured Person** has left is 3/60 or less on the Snellen scale.

"MONEY" means

- (a) Cash, bank or currency notes, travellers cheques, passports, green cards, petrol coupons or travel tickets,
- (b) Credit cards, charge cards, or banker's cards, resulting in the fraudulent use thereof.

"TERRORISM" means an act or series of acts, including the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s), committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.

GENERAL EXCLUSIONS

The Underwriters shall not be liable under any Section of this Insurance in respect of:

- Any trip booked or commenced by the **Insured Person** contrary to medical advice or to obtain medical treatment, or after a terminal prognosis has been made.
- Any trip in connection with the business or occupation of the **Insured Person** unless declared to and agreed by Underwriters.
- The Underwriters shall not be liable to pay any claims or expenses arising directly or indirectly from any medical condition of the **Insured Person** for which medical advice or treatment has been given by a Medical Practitioner or hospital during the

12 months prior to commencement of the Period of Insurance or the date of booking any trip covered by this Insurance, whichever is the later.

This exclusion shall not apply to any condition for which the **Insured Person** takes regular continuing medication provided that there has been no change in the type, frequency or quantity of drugs within the last 12 months. However no claims or expenses relating to such condition will be admitted hereunder in the event of the **Insured Person**'s failure to take such drugs in accordance with the medical advice given.

4. Winter Sports whilst racing in international or national events, or officially organised practice or training for these events.

Note:

The Winter Sports extension is limited to 17 days in all during the Period of Insurance.

- Any claims due to any condition caused by, prolonged by or aggravated by any psychiatric, mental or nervous disorder of the **Insured Person**, including stress, anxiety and/or depression.
- 6. Any claims directly or indirectly caused or contributed to by the **Insured Person**'s intentional self-injury, suicide or attempted suicide, provoked assault, fighting (except in bona fide self defence) or from the **Insured Person**'s own criminal act or whilst engaged or taking part in civil commotions or riots of any kind.
- Any claims caused by alcohol abuse, drugs or solvents (other than drugs prescribed by a registered **Medical Practitioner** but not for the treatment of drug addiction).
- Claims in any way caused or contributed to by nuclear reaction, nuclear radiation or radioactive contamination.
- Any part of any trip booked or commenced in the knowledge that such trip will exceed 45 days, unless disclosed to and accepted by Underwriters.
- Any claims for expenses arising as a consequence of a loss (e.g. loss of earnings due to an insured **Accident**, change of locks due to lost keys and the like).

- The **Insured Person**'s participation in Military, Air Force or Naval Service or Operations (other than reserve or volunteer training).
- Terrorism involving the actual or threatened use of pathogenic or poisonous biological or chemical materials.
- Trips to the following territories / countries, unless such trips are declared to and agreed by Underwriters prior to travel.

Underwriters reserve the right to charge an additional premium and/or amend coverage in respect of these trips:-

Afghanistan, Chad, Democratic Republic of Congo, Haiti, Iraq, Ivory Coast, Libya, Nigeria, Pakistan (other than Punjab and Sind Provinces), Palestinian Territories, Somalia, Sudan, Syria and Yemen

14. War, whether war be declared or not, invasion or civil war; except whilst the **Insured Person** is travelling outside the **United Kingdom**, however this exception shall not apply where the **Insured Person** is taking an active part in such war, invasion or civil war.

GENERAL CONDITIONS

- In the event of any one occurrence giving rise to claims under more than one Section of this Insurance, only the one monetary exclusion of £50 each **Insured Person** shall be deducted from the total amount of the claim.
- 2. Any fraud, misstatement or concealment in the statements made by or on behalf of the **Insured Person** prior to or when arranging this Insurance or in the submission of a claim made hereunder shall render this Insurance null and void and all claims shall be forfeited.
- No endorsement or amendment to this Insurance shall override the Exclusions applicable to Section 4, Personal Liability.
- The **Insured Person** is required to take all reasonable precautions to protect himself and his property as though he is uninsured.
- 5. This Insurance, with the exception

of Section 4, Personal Liability, shall cover the **Insured Person** whilst sailing, including races up to 150 miles in total distance, subject to the terms, Definitions, Exclusions and Conditions contained herein.

6. The Underwriters shall be subrogated to all the Insured Person's rights of recovery against any person or organisation for any claim paid or payable under this Certificate up to the limit of the Underwriters' liability in respect of such claim. The Assured and/ or Insured Person shall, wherever possible, give all such information and assistance as the Underwriters may require to secure such rights.

EXTENSION

If the **Insured Person** has not returned to the **United Kingdom** before the expiration of a trip for reasons which are beyond his control, this Insurance will remain in force for a further 21 days or until his return, whichever is the earlier, without additional premium.

In the event of the **Insured Person** being hi-jacked, cover shall continue whilst he is subject to the control of the person(s) or their associates making the **Hi-jack** and during travel direct to his domicile and/or original destination, up to twelve months from the date of the **Hi-jack**.

WHO TO CONTACT

24 Hour Emergency Service Company

In the event of **Accident** or illness resulting in hospitalisation, the following Emergency Service Company must be contacted immediately following such hospitalisation.

In the event of curtailment, the following Emergency Service Company must be contacted prior to making any travel arrangements.

CEGA Group Services Tel (UK) +44 (O) 1243 621525 Fax (UK) +44 (O) 1243 773169 Email: assistance@cegagroup.com

Have the following information available:

- 1. The Certificate Number and Contract Number as shown in the Schedule.
- 2. The name and address of your Agent as shown in the Schedule.
- 3. The telephone number from which you are calling.
- 4. The name and telephone number of the Doctor and Hospital attending you.

Failure to contact the Emergency Service Company and obtain authorisation may prejudice the claim and mean that not all the costs involved will be paid. The Assured/ **Insured Person** should not attempt to find their own solution and then expect full reimbursement from the Underwriters, without prior approval first having been obtained from the Emergency Service Company.

RECIPROCAL HEALTH AGREEMENTS WITH OTHER COUNTRIES

EU, EEA or Switzerland

For trips in the European Economic Area (EEA) or Switzerland, the **Insured Person** must obtain a European Health Insurance Card (EHIC). An EHIC can either be obtained online through www.dh.gov.uk/travellers * or an application form can be obtained by telephoning 0845 606 2030 prior to travel. This will entitle **Insured Person** to benefit from the health care arrangements which exist between countries within the EU/EEA or Switzerland.

*An EHIC can be obtained free of charge from this site. Please be aware that other sites may charge for obtaining an EHIC.

Australia

If the **Insured Person** needs medical treatment in Australia he must enrol with a local MEDICARE office. You do not need to enrol when you arrive, but you must do this after the first occasion you receive treatment. Inpatient and out-patient treatment at a public hospital will then be available free of charge. Details of how to enrol and the free treatment available can be found either by visiting www. dh.gov.uk/travellers or the MEDICARE website at www.hic.gov.au.

NON-EMERGENCY SERVICE COMPANY

In the event of non-emergency claims the following claims administrators must be contacted:

Accident & Health Claims Services LLP 7-8 Ducketts Wharf South Street Bishops Stortford Hertfordshire CM23 3AR Tel: +44 (0) 1279 713 860 Email: claims@ahclaimsservices.com

In the event of cancellation of a trip or a Legal Expenses claim, immediate notice must be given of any occurrence that may give rise to a claim

Accident & Health Claims Services LLP have internal complaints handling procedures, which are available upon request.

COMPENSATION

Lloyd's insurers are covered by the Financial Services Authority's 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. Further Information about the Scheme is available from:

Financial Services Compensation Scheme 7th floor Lloyd's Chambers Portsoken Street London E1 8BN Website: www.fscs.org.uk

NOTICE TO THE INSURED PERSON OR ASSURED IF APPLICABLE

Law applicable

The cover referred to in this Insurance is subject to English Law.

COMPLAINTS PROCEDURE

Any complaint should be addressed in the first

instance to:

Compliance Manager Bishop Skinner Marine Kingfisher House, Hoffmanns Way Chelmsford, CM1 1GU Tel 0800 783 8057

If you are not satisfied with the way that a complaint has been dealt with please contact:

Compliance Officer ARK Syndicate Management Ltd 30 Fenchurch Avenue London EC3M 5AD

In the event that you remain dissatisfied and wish to take the matter further you can do so at any time by referring to the Policyholder and Market Assistance Department at Lloyd's. The contact details are:

Policyholder and Market Assistance Department Lloyd's One Lime Street London EC3M 7HA Tel: 020 7327 5693 Fax: 020 7327 5225 E-mail: complaints@lloyds.com

Complaints that cannot be resolved may be referred to the Financial Ombudsman Service. Further details will be provided at the appropriate stage of the complaints process.

This complaint procedure is without prejudice to your right to take legal proceedings.

DATA PROTECTION CLAUSE

It is understood by the **Insured Person** that any information about them will be processed by the Underwriters in compliance of the Data Protection Act 1998 and only for the purposes of providing their insurance cover and handling any claims. This may necessitate providing such information to third parties.

CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999 CLARIFICATION CLAUSE

A person who is not a party to this contract has no right under the Contracts (Rights of

Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

SECTION 1. MEDICAL AND ADDITIONAL EXPENSES

The Underwriters will pay up to the Sum insured each **Insured Person** for the following expenses should he suffer **Bodily injury** or illness during the **Operative time**:

- Normal and necessary expenses incurred outside the United Kingdom for medical or surgical treatment including specialists fees, emergency dental treatment up to £500 for the immediate relief of pain only, emergency ophthalmic fees, hospital, nursing home and nursing attendance charges, physiotherapy, massage and manipulative treatment, surgical and medical requisites and ambulance charges.
- Reasonable additional accommodation and travel expenses incurred by the Insured Person and any one Close relative or member of his Travel party who has to remain or travel with the injured or ill Insured Person.
- Reasonable accommodation and travel expenses of one person to travel from the United Kingdom if his presence with an injured or ill Insured Person is necessary on medical grounds.
- Reasonable expenses incurred in transporting the remains or ashes of the **Insured Person** to his former place of residence in the **United Kingdom** or reasonable funeral expenses incurred abroad.
- Expenses incurred for the provision of an air ambulance or the use of air transport, including qualified attendants, to repatriate the seriously ill or injured Insured Person to the United Kingdom.
- Reasonable extra transport costs up to £500 incurred by the **Insured Person** for a crew to travel to the yacht to return it to its berth in the **United Kingdom** when it has been necessary to abandon the yacht following a claim under 1. above.

SPECIAL CONDITION RELATING TO SECTION 1

In addition to the GENERAL CONDITIONS

 It is a Condition of this Insurance that under sub-sections 2, 3, 4 and 5 of this Section, any claims for costs or expenses must be pre-authorised by the 24 Hour Medical Emergency Company.

EXCLUSIONS

In addition to the GENERAL EXCLUSIONS the Underwriters shall not be liable to pay for:

- 1. The first £50 of each and every loss, each **Insured Person**.
- 2. Any expenses arising from pregnancy, childbirth or any medical complications resulting therefrom if the expected delivery date is during the trip or within 8 weeks of the end of the trip.
- Any claims consequent upon sexually transmitted disease or any expenses incurred either directly or indirectly in the treatment, diagnosis or counselling of Acquired Immune Deficiency Syndrome (A.I.D.S.), A.I.D.S. Related Complex (A.R.C.) or Human Immunodeficiency Virus (H.I.V.), howsoever these have been acquired or may be named.

Note: Claims for repatriation on the grounds of the fear of contracting A.I.D.S. from medical treatment will not be admitted

4. Any claims due to the **Insured Person** participating in:

a) Mountaineering and/or rock climbing normally involving the use of ropes and/or guides, or potholing, or

b) Motor competitions or sports tours, or

c) Aeronautics or aviation, other than as a passenger.

- The costs of continuing regular medication for any condition for which medical advice or treatment is being followed at the time of booking or commencing a trip.
- Any expenses incurred more than 12 months after the date the first expense was incurred or any continuing expense if the **Insured Person** has refused the option

of repatriation to the United Kingdom.

- Any expenses for treatment that could have been delayed until the Insured Person's return to the United Kingdom.
- Any claims arising from any health condition of the **Insured Person**, where such condition has already been the subject of a claim under this Insurance in respect of any earlier trip.

SPECIAL CONDITION

 Any claims for curtailment must be preauthorised by the Emergency Service Company shown in the section "Who To Contact".

SECTION 2. CANCELLATION AND CURTAILMENT

The Underwriters will pay up to the Sum insured each **Insured Person** for any irrecoverable payments paid or contracted to be paid for travel, accommodation and unused pre-booked excursions or sailing competition entry fees up to £200 (including additional reasonable accommodation and travel expenses incurred for return to the **United Kingdom**) should the projected trip be cancelled or curtailed during the Operative time, directly as a result of:

- Death, Bodily injury, illness or compulsory quarantine of:
- a) The Insured Person, or
- b) Any member of the Travel party, or
- c) Any person with whom the **Insured Person** intends to reside with during the trip, or
- Any Close relative or business associate necessitating the Insured Person's presence in the United Kingdom.
- Redundancy (provided that such redundancy qualifies for payment under the United Kingdom's Redundancy Payments Acts) of:
- a) The Insured Person, or
- b) Any member of the Travel party.
- 3. Summoning to jury service or witness attendance in a court of the **United**

Kingdom or unavoidable requirement to be present in the **United Kingdom** for service in any military or civil emergency of:

- a) The Insured Person, or
- b) Any member of the Travel party.
- Major damage or burglary within 7 days immediately prior to a trip at the home or place of business of:
- a) The Insured Person, or
- b) Any member of the Travel party, or
- c) Any person with whom the **Insured Person** intends to reside with during the trip.
- Major damage to the sea vessel on which the **Insured Person** is travelling or intending to travel, rendering it inoperative.
- Adverse weather conditions making it impossible for the **Insured Person** to travel to the point of departure at commencement of the outward trip.

EXCLUSIONS

In addition to the GENERAL EXCLUSIONS the Underwriters shall not be liable to pay for:

- 1. The first £50 of each and every loss, each **Insured Person**.
- Any expenses arising from pregnancy, childbirth or any medical complications resulting therefrom if the expected delivery date is during the trip or within 8 weeks of the end of the trip.
- Any claims consequent upon sexually transmitted disease or any expenses incurred either directly or indirectly in the treatment, diagnosis or counselling of Acquired Immune Deficiency Syndrome (A.I.D.S.), A.I.D.S. Related Complex (A.R.C.) or Human Immunodeficiency Virus (H.I.V.) howsoever these have been acquired or may be named.

SPECIAL CONDITION

 Any claims for curtailment must be preauthorised by the Emergency Service Company shown in the section "Who To Contact".

Note:

Claims for repatriation on the grounds of the fear of contracting A.I.D.S. from medical treatment will not be admitted

- 4. Any claims in any way caused or contributed to by (a) the failure of, or (b) the fear of failure of, or (c) the inability of any equipment or any computer program to recognise, interpret correctly or process any date as its true calendar date or to continue to function correctly beyond that date.
- 5. Any claims attributable to any condition or set of circumstances known to the **Insured Person** at the time of effecting this Insurance or booking a trip, where such condition or set of circumstances could reasonably have been expected to give rise to cancellation or curtailment of a trip.
- Any claims where medical or other suitable evidence is not provided as proof of the necessity to cancel or curtail a trip.
- 7. The **Insured Person**'s disinclination to travel.
- 8. Any Curtailment claims due to participation in:

a) Mountaineering and/or rock climbing normally involving the use of ropes and/or guides, or potholing, or

b) Motor competitions or sports tours, or

c) Aeronautics or aviation, other than as a passenger.

Note:

In the event of the curtailment of a package holiday, Underwriters' liability shall be calculated on a proportionate basis, with the commencement of the curtailment period being the date the **Insured Person** arrived at his home in the **United Kingdom**.

 Any claims arising from any health condition of the **Insured Person**, where such condition has already been the subject of a claim under this Insurance in respect of any earlier trip.

SECTION 3. JOURNEY CONTINUATION AND DELAY

Part 1 - Journey continuation

The Underwriters will pay up to the Sum

insured each **Insured Person** for reasonable additional travel and related accommodation expenses incurred to enable him to reach a reserved overseas travel connection or accommodation or up to 30% of the Sum insured each **Insured Person** for such expenses to enable him to return home to the **United Kingdom** should, during the Operative Time:

- a) The aircraft, sea vessel, coach or train on which the **Insured Person** is booked to travel, or
- b) The means of transport in which the **Insured Person** is travelling or intending to travel to reach the aircraft, sea vessel, coach or train or accommodation

Be delayed or interrupted as a result of one or more of the Insured Events listed below

Part 2 - Delay

Either:-

a) The Underwriters will pay up to the Sum Insured each **Insured Person** in accordance with the following scale, should the aircraft, sea vessel, coach or train on which he is booked for travel be delayed as a result of one or more of the Insured Events listed below.

Scale:

- 1. £30 for the first completed 12 hour period of delay, and
- 2. £15 for each subsequent completed 12 hour period of delay up to but not exceeding the Sum Insured, or
- b) In the event of delay of at least 24 hours at the commencement of the trip, the Underwriters will pay up to the Sum Insured under Section 2 – Cancellation and Curtailment - each **Insured Person** for any irrecoverable payments paid or contracted to be paid in respect of travel and accommodation in the event that he opts to cancel the trip.

INSURED EVENTS

1. If delay or interruption occurs to nonscheduled transport:

Strike, locked out workers, industrial action, riot or civil commotion, bomb scare, criminal or terrorist act, fire,

avalanche, landslide, earthquake, flood or **Accident** to or mechanical breakdown of such non-scheduled transport.

 If delay or interruption occurs to scheduled public transport: The contingencies specified in 1 above, and adverse weather conditions.

EXCLUSIONS

In addition to the GENERAL EXCLUSIONS the Underwriters shall not be liable to pay for:

- Any claims arising out of any of the contingencies specified under Insured Events if they had already started or been forecast before the original bookings were made.
- Withdrawal from service (temporary or otherwise) of an aircraft or sea vessel on the recommendation of the Civil Aviation Authority or a Port Authority or any similar body in any country.
- Additional costs where the transport operator has offered reasonable alternative travel arrangements.
- 4. Under Parts 1 and 2b) only, the first £50 of each and every loss, each **Insured Person**.
- 5. Any claims attributable to any condition or set of circumstances known to the **Insured Person** at the time of effecting this Insurance or booking a trip, where such condition or set of circumstances could reasonably have been expected to give rise to a claim under this Section.
- In respect of Part 2 only, any claims arising directly or indirectly out of the failure of the **Insured Person** to check in according to the itinerary supplied to him.

SPECIAL CONDITIONS RELATING TO SECTION 3

In addition to the GENERAL CONDITIONS

- A claim can only be made under one of the Parts of this Section in respect of each loss.
- 2. The **Insured Person** must allow sufficient time for the transport that he is travelling in to arrive and deliver him to the

departure point on schedule so that he can check-in according to the itinerary.

- 3. The **Insured Person** must comply with the terms of contract of the travel agent, tour operator or provider of transport.
- 4. The **Insured Person** must obtain confirmation from the carriers or their handling agents in writing of the number of hours of delay and the reason for the delay.

SECTION 4. PERSONAL LIABILITY

The Underwriters will indemnify up to the Sum insured each **Insured Person**, any one event or series of events in all (including legal expenses), should he become legally liable to pay claims for Accidental bodily injury to the public or Accidental loss of or damage to property, occurring during the **Operative time**.

EXCLUSIONS

In addition to the GENERAL EXCLUSIONS the Underwriters shall not be liable to pay for:

- Any claims arising out of Accidental bodily injury to any member of the Insured Person's family or household or to any employee.
- Any claims arising from loss of or damage to property belonging to or in the care, custody or control of the **Insured Person** or any member of his family or household or of an employee.
- Any claims arising out of the ownership, possession or use of any horse drawn or mechanically propelled vehicle (other than golf buggies), aircraft, waterborne craft (other than sailboards, surfboard, canoes, sailing dinghies under 16 feet 6 inches, foot or hand propelled paddle boats, and inflatable dinghies), firearms or animals.
- Any claims arising out of the ownership, possession, occupation or use of lands or buildings.
- Any claims arising out of the profession, occupation or business of the **Insured Person** or arising out of liability assumed under a contract, if such liability would not otherwise have attached.

SPECIAL CONDITIONS APPLYING TO SECTION 4.

In addition to the GENERAL CONDITIONS

- The **Insured Person** must not make any admission of liability whatsoever, or make any arrangements, offer, promise or payment without the written consent of the Underwriters.
- 2. The Underwriters shall be entitled, if they so desire, to take over and conduct in the name of the **Insured Person**, the defence of any claim or to prosecute in his name for their own benefit any claims for indemnity or damages or otherwise against any third party, and shall have full discretion in the conduct of any negotiations or proceedings or the settlement of any claim. The **Insured Person** shall, whenever possible, give all such information and assistance as the Underwriters may require.

SECTION 5. LEGAL EXPENSES

The Underwriters will pay up to the Sum insured each **Insured Person** for legal expenses incurred by or on behalf of him in the pursuit of a claim for damages against a third party who has caused his Bodily Injury or illness during the **Operative time**.

EXCLUSIONS

In addition to the GENERAL EXCLUSIONS the Underwriters shall not be liable to pay for:

- Legal expenses incurred without their written consent (which shall not be unreasonably withheld).
- 2. Actions against travel agents, tour operators, Underwriters or their agents, or the **Insured Person**'s family.

SPECIAL CONDITIONS APPLYING TO SECTION 5.

In addition to the GENERAL CONDITIONS

 Claims must be notified to the Claims Administrator within 60 days of occurrence.

- The Underwriters shall be entitled to nominate and appoint a legal representative to act on behalf of the **Insured Person** and to have direct access to the legal representative at all times.
- 3. The Underwriters reserve the right to withdraw at any stage and thereafter they shall not be liable for any further expenses.

SECTION 6. PERSONAL ACCIDENT

The Underwriters will pay up to the Sum insured each **Insured Person** in accordance with the following Schedule of Compensation should he suffer **Bodily Injury** during the **Operative time**.

SCHEDULE OF COMPENSATION

- 1. **Death** 100% of the **Sum insured**
- 2. Loss of Sight of one or both eyes 100% of the Sum insured
- 3. Loss of one or more Limbs 100% of the Sum insured
- Permanent Total Disablement (Other than Loss of Sight or Limb) 100% of the Sum insured

SPECIAL CONDITION APPLYING TO SECTION 6.

In addition to the GENERAL CONDITIONS

1. In the event of an Accident involving more than one **Insured Person** where the claim exceeds £250,000, the compensation payable in respect of each **Insured Person** shall be proportionately reduced until the total does not exceed £250,000.

Provided Always That:

- Compensation shall not be payable under more than one of the items of the Schedule of Compensation in respect of the consequences of one Accident.
- The total sum payable under this Section in respect of any one **Insured Person** for any one or more **Accidents** shall not exceed in all, the largest **Sum insured** payable under any one of the items of the Schedule of Compensation.
- 3. The Sum insured by Item 1 of the Schedule

of Compensation shall be restricted to £2,500 in respect of **Insured Persons** under 18 years of age, or under 23 years of age if in full time education.

4. If an **Accident** causes the death of the **Insured Person** within twelve months following the date of the **Accident** and prior to a settlement under Items 2 to 4 of the Schedule of Compensation, the amount paid shall be that provided for in the case of death.

EXCLUSIONS

In addition to the GENERAL EXCLUSIONS the Underwriters shall not be liable to pay for:

1. Any claims due to the **Insured Person** participating in:

a) Mountaineering and/or rock climbing normally involving the use of ropes and/or guides, or potholing, or

b) Motor competitions or sports tours, or:

c) Aeronautics or aviation, other than as a passenger.

SECTION 7. HOSPITAL BENEFIT

The Underwriters will pay £25 for each completed 24-hour period up to the **Sum insured** in total, should the **Insured Person** suffer Bodily injury or illness during the **Operative time**, which necessitates inpatient hospital treatment outside the **United Kingdom**.

EXCLUSIONS

In addition to the GENERAL EXCLUSIONS the Underwriters shall not be liable to pay for:

- Any expenses arising from pregnancy, childbirth or any medical complications resulting therefrom if the expected delivery date is during the trip or within 8 weeks of the end of the trip.
- Any claims consequent upon sexually transmitted disease or any expenses incurred either directly or indirectly in the treatment, diagnosis or counselling of

Acquired Immune Deficiency Syndrome (A.I.D.S.), A.I.D.S. Related Complex (A.R.C.) or Human Immunodeficiency Virus (H.I.V.) howsoever these have been acquired or may be named.

3. Any claims due to the **Insured Person** participating in:

a) Mountaineering and/or rock climbing normally involving the use of ropes and/or guides, or potholing, or

b) Motor competitions or sports tours, or

c) Aeronautics or aviation, other than as a passenger.

 Any claims arising from any health condition of the **Insured Person**, where such condition has already been the subject of a claim under this Insurance in respect of any earlier trip.

SECTION 8. ACCOMPANIED PERSONAL BAGGAGE, CLOTHING OR EFFECTS AND MONEY

The Underwriters will pay up to the **Sum insured** each **Insured Person** in the event of loss of or damage to accompanied personal baggage, clothing or effects and Money (including reasonable expenses incurred as a result of loss of Money), during the **Operative time**, subject to:

- 1. The limit shown in the Schedule for any one article or pair or set of articles
- 2. The limit shown in the Schedule for all **Valuables**
- 3. The limit shown in the Schedule for all **Photographic equipment**
- 4. The limit shown in the Schedule for Cash.

EXCLUSIONS

In addition to the GENERAL EXCLUSIONS the Underwriters shall not be liable to pay for:

- Any claims due to moth, vermin, wear and tear and gradual deterioration, or Money shortages due to error, omission or depreciation in value.
- 2. Any claims in respect of **Money** or Valuables unless reported to the police

within 24 hours of discovery, and a police statement obtained.

- Any claims arising from confiscation or detention by customs or any other authority.
- 4. Any claims in respect of property otherwise insured.
- 5. The first £50 of each and every loss, each **Insured Person**.
- Any loss or damage whilst in the custody of a carrier, unless reported to the carrier within 24 hours and a Property Irregularity Report obtained
- Any claims in respect of Valuables, Photographic equipment or **Money** whilst in the custody of a carrier.
- Any loss or damage to personal baggage, clothing or effects whilst left **Unattended**, unless in a locked hotel room, safe, apartment, holiday residence or boot of a motor vehicle.
- 9. Any loss of or damage to **Money** whilst left **Unattended**, unless in a locked safe.
- 10. Any claims arising out of electrical and/or mechanical breakdown.
- 11. Any claims arising from the fraudulent use of credit cards, charge cards or banker's cards, if the **Insured Person** has not reported the loss of the card to the issuing bank or company, and otherwise not complied with the terms and conditions under which the card was issued. The Underwriters liability shall be limited to any loss not covered by any guarantee given by the issuing bank or company to the **Insured Person**.

Note:

In respect of foreign currency and travellers cheques only, cover shall be effective from the time of collection from a bank or travel agent or from 3 days prior to commencement of a trip, whichever is the later, and up to 2 days after completion of a trip, or time of conversion or encashment, whichever is the earlier.

SPECIAL CONDITIONS APPLYING TO SECTION 8

In addition to the GENERAL CONDITIONS

1. If the **Insured Person** purchases a comparable replacement for a lost or

damaged article, the Underwriters shall pay for the replacement cost, providing that such article was less than 2 years old at the time, and that evidence of the original purchase is provided. For articles 2 years old or more, or if the article is not actually replaced, or evidence of the original purchase cannot be provided, payment shall be based upon the value of such article at the time of loss, or the cost of repair.

DELAYED BAGGAGE EXTENSION

If accompanied personal baggage, clothing, or effects are temporarily lost for more than 12 hours by the carrier during the **Operative time**, the Underwriters will pay up to the **Sum insured** each **Insured Person** for the purchase of immediate necessities, but such payment will be deducted from the final claim if the loss becomes permanent.

Receipts for such purchases must be provided.

Note:

This Baggage Delay Extension will remain in force if cover by this Section is otherwise deleted.

EXCLUSIONS

 The Underwriters shall not be liable to pay for any claims occurring during return travel to the **United Kingdom**.

SECTION 9: YACHT CHARTER EXCESS WAIVER

The Underwriters will pay up to the **Sum insured** each **Insured Person** for any monetary loss or deductible that he is legally liable to pay in respect of loss or damage to a charter yacht chartered by him during the **Operative time**. Underwriters shall not be liable to pay for:

- Any claims arising out of loss or damage due to violation of the terms of the charter agreement.
- Any claims due to wear and tear, gradual deterioration, damage from insects or vermin, inherent fault, latent defect or damage.

SPECIAL CONDITIONS APPLICABLE TO SECTION 9

In addition to the GENERAL CONDITIONS

- 1. The charter yacht must be rented from a licensed charter agency.
- As part of the charter agreement, the **Insured Person** must take up all comprehensive insurance or waivers offered by the licensed charter agency, whether discretionary or mandatory, against loss or damage to the charter yacht during the charter period.
- 3. The **Insured Person** must comply with all the requirements of the licensed charter agency under the charter agreement and of the yacht insurer.

SECTION 10: SKI PASSES, EQUIPMENT &/ OR CLOTHING HIRE AND TUITION FEES

The Underwriters will pay up to the **Sum insured** each **Insured Person** for any irrecoverable payments in respect of:

- 1. The unused proportion of any ski pass lost during the **Operative time**,
- 2. The unused proportion of any ski pass, equipment &/or clothing hire and tuition fees
- if:
- (a) The Insured Person suffers illness or Bodily injury during the Operative time that is certified by a local Medical Practitioner, or
- (b) The trip is cancelled or curtailed for any of the reasons detailed in Section 2.

EXCLUSIONS

In addition to the GENERAL EXCLUSIONS the

EXCLUSIONS

1. As stated in the GENERAL EXCLUSIONS.

SECTION 11: PISTE CLOSURE

In the event that all skiing facilities at a prebooked resort outside the **United Kingdom** are closed due to lack of snow during the **Operative time**, the Underwriters will pay up to the **Sum insured** each **Insured Person** in accordance with the following:

- Up to £10 per day for additional travel expenses incurred in reaching an alternative skiing site, or
- 2. £20 per day when no alternative skiing site is available.

EXCLUSIONS

In addition to the GENERAL EXCLUSIONS the Underwriters shall not be liable to pay for:

- Any claims arising within Europe in respect of trips commencing or ending during the period 1st May to 30th November inclusive.
- 2. Any claims for travel expenses where the Tour Operator has made alternative travel arrangements.

SECTION 12: AVALANCHE

The Underwriters will pay up to the **Sum insured** each **Insured Person** for additional reasonable accommodation and travel expenses incurred if, as a result of avalanche, landslide or landslip, he is unavoidably delayed from leaving his pre-booked resort outside the **United Kingdom** during the **Operative time**.

EXCLUSIONS

In addition to the GENERAL EXCLUSIONS the Underwriters shall not be liable to pay for:

 Any claims arising within Europe in respect of trips commencing or ending during the period 1st May to 30th November inclusive.