Policy wording
Sports Travel+ policy wording

Thank you for choosing Syndicate 1991 at Lloyd’s for your insurance cover. We are a specialist Lloyd's syndicate that understands the differing needs of the customers we serve.

The Sports Travel+ policy is for those persons, families or groups wanting a travel policy whilst participating in a sporting or activity trip in the UK or abroad including competitions and training. The types of sports and activities covered are listed on pages 37-39. Cover can be provided for one specific trip or as an annual multi-trip policy. Various optional covers may be selected. The policy certificate will confirm what you have chosen.

Our principles are to be open, fair and transparent and to deliver the highest standards of service.

If you feel that our service is below the standard you expect please contact us or your insurance intermediary.

Daniel T Wright
Active Underwriter
Syndicate 1991
Contents

Summary of Benefits 4
Important Information 5
Pre-existing medical conditions 7
Cancellation of the policy and cooling-off period 8
24 Hour Emergency Assistance and Pre-travel Advice Number 9
Maximum Excess 10
Reciprocal Health Agreement 10
How to Make a Claim 10
Foreign and Commonwealth Office Travel Advice 10
Complaints 13
Financial Services Compensation Scheme (FSCS) 14
General Definitions 14
General Conditions (applicable to sections 1 to 25) 18
Data Protection Act – Personal Information 19
Policy Details 23
What is covered 24
Section 1 – Medical and Other Expenses 24
Section 2 – UK Hospital Transfer and Additional Costs and Expenses 26
Section 3 – Cancellation or Curtailment 27
Section 4 – Personal Accident 29
Section 5 – Personal Baggage 29
Section 6 – Personal Money 30
Section 7 – Loss of Passport 30
Section 8 – Personal Liability 31
Section 9 – Contingent Liability (Jet Bikes, Jet Skis) 32
Section 10 – Delayed Baggage 32
Section 11 – Travel Delay 33
Section 12 – Missed Departure 33
Section 13 – Hospitalisation/Unprovoked Assault/Hijack and Kidnap Benefit 34
Section 14 – Catastrophe/Crisis 35
Section 15 – Loss of Pet Documentation 35
Section 16 – Seat Bumping 36
Section 17 – Financial Failure Insurance Activities Covered 37
Section 18 – Ski Equipment 40
Section 19 – Ski Equipment Hire Charges 41
Section 20 – Piste Closure 41
Section 21 – Unused Ski Pack 41
Section 22 – Golf Equipment Extension 41
Section 23 – Golf Equipment Hire Charges 42
Section 24 – Unused Green Fees 42
Section 25 – Sports Equipment Extension 42
Section 26 – Legal Expenses 43
<table>
<thead>
<tr>
<th>Section</th>
<th>Cover</th>
<th>Limit per Insured Person</th>
<th>Excess</th>
</tr>
</thead>
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<tr>
<td>1</td>
<td>Medical and Other Expenses</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1. Journeys Outside the United Kingdom</td>
<td>£10,000,000</td>
<td>£50 per person (£100 per family)</td>
</tr>
<tr>
<td></td>
<td>2. Journeys within the United Kingdom</td>
<td>£10,000</td>
<td>£50 per person (£100 per family)</td>
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<tr>
<td>2</td>
<td>UK Hospital transfer and additional costs and expenses</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1. Hospital Transfer Costs</td>
<td>£5,000</td>
<td>£50 per person (£100 per family)</td>
</tr>
<tr>
<td></td>
<td>2. Return Home Costs</td>
<td>£2,500</td>
<td>£50 per person (£100 per family)</td>
</tr>
<tr>
<td></td>
<td>3. Additional Expenses</td>
<td>£500</td>
<td>£50 per person (£100 per family)</td>
</tr>
<tr>
<td>3</td>
<td>Cancellation or Curtailment</td>
<td>£5,000</td>
<td>£50 per person (£100 per family)</td>
</tr>
<tr>
<td>4</td>
<td>Personal Accident (Limited to £1,000 for persons aged under 16 years)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Personal Baggage (if shown as included on your travel insurance certificate) (Limited to £400 for valuables, £400 per single article, pair or set)</td>
<td>£2,000</td>
<td>£50 per person (£100 per family)</td>
</tr>
<tr>
<td>6</td>
<td>Personal Money (if shown as included on your travel insurance certificate)</td>
<td>£500</td>
<td>£50 per person (£100 per family)</td>
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<tr>
<td>7</td>
<td>Loss of Passport (if shown as included on your travel insurance certificate)</td>
<td>£500</td>
<td>£50 per person (£100 per family)</td>
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<tr>
<td>8</td>
<td>Personal Liability</td>
<td>£2,000,000</td>
<td>£50 per person</td>
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<td>9</td>
<td>Contingent Liability (Jet Bikes, Jet Skis)</td>
<td>£2,000,000</td>
<td>£50 per person</td>
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<tr>
<td>10</td>
<td>Delayed Baggage</td>
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<td></td>
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<tr>
<td>11</td>
<td>Travel Delay</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1. Compensation (£50 after 12 hours delay with £25 for each subsequent 12 hours delay up to Limit)</td>
<td>£400</td>
<td></td>
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<tr>
<td></td>
<td>2. Cancellation (If Insured Person wants to cancel after 24 hours delay on initial outward leg of journey)</td>
<td>£5,000</td>
<td>£50 per person (£100 per family)</td>
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<tr>
<td>12</td>
<td>Missed Departure</td>
<td>£1,000</td>
<td>£50 per person (£100 per family)</td>
</tr>
<tr>
<td>13</td>
<td>Hospitalisation/Unprovoked Assault/Hijack and Kidnap Benefit</td>
<td>£1,000</td>
<td></td>
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<td>14</td>
<td>Catastrophe/Crisis</td>
<td>£500</td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Loss of Pet Documentation</td>
<td>£500</td>
<td>£50 per claim</td>
</tr>
<tr>
<td>16</td>
<td>Seat Bumping</td>
<td>£200</td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>Financial Failure</td>
<td>£5,000</td>
<td></td>
</tr>
</tbody>
</table>

**Optional Winter Sports Extension**

| 18      | Ski Equipment (£500 per single article, set or pair, limited to £300 for hired ski equipment)                                                                                                       | £750                     | £50 per person (£100 per family) |
| 19      | Ski Equipment Hire Charges                                                                                                                                                                          | £400                     |                             |
| 20      | Piste Closure (Limited to peak season for resort, per day limits apply)                                                                                                                               | £300                     |                             |
| 21      | Unused Ski Pack                                                                                                                                                                                       | £500                     |                             |

**Optional Golf Cover Extension**

| 22      | Golf Equipment (£100 limit on hired Golf equipment £800 per single article, set or pair)                                                                                                               | £1,000                   | £50 per person (£100 per family) |
| 23      | Golf Equipment Hire Charges                                                                                                                                                                          | £200                     |                             |
| 24      | Unused Green Fees                                                                                                                                                                                     | £300                     |                             |

**Optional Sports Equipment Extension**

| 25      | 1. Sports Equipment (£300 limit on hired Sports equipment, £1,000 per single article, set or pair)                                                                                                | £3,000                   | £50 per person (£100 per family) |
|         | 2. Equipment Hire                                                                                                                                                                                   | £300                     |                             |

**Legal expenses**

| 26      | Legal Expenses (Underwritten by DAS Legal Expenses Insurance Company Ltd)                                                                                                                            | £50,000                  |                             |
Important Information

Insurers

Sections 1 to 25 are insured by Syndicate 1991 at Lloyd’s.

Syndicate 1991 at Lloyd’s is managed by Coverys Managing Agency Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. Registered in England and Wales No. 04690709. Registered Office: 71 Fenchurch Street, London EC3M 4BS.

DTW 1991 Underwriting Limited is an Appointed Representative of Coverys Managing Agency Limited.

DTW 1991 Underwriting Limited has underwritten on behalf of Syndicate 1991 at Lloyd’s in accordance with the authorisation granted under a contract of delegated authority.

Reference for the delegated authority agreement is shown under Unique Market Reference number as shown in the travel insurance certificate.

DTW 1991 Underwriting Limited is registered in England and Wales No. 008330551.

Registered Office: 71 Fenchurch Street, London EC3M 4BS.

Full details are available on the Financial Service Register which can be found on the Financial Conduct Authority’s (FCA) website www.the-fca.org.uk or by contacting the FCA on telephone number 0800 111 6768.

Section 26 is insured by DAS Legal Expenses Insurance Company Limited (the Legal Expenses Insurer) Registered in England and Wales No: 103274.

Registered Office: DAS House, Quay Side, Temple Back, Bristol BS1 6NH. Website: www.das.co.uk.

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority (FRN202106) and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

The legal advice service is provided by DAS Law Limited and/or a Preferred Law Firm on behalf of DAS. DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority (registered number 423113).

DAS Law Limited Head and Registered Office:

www.daslaw.co.uk

Full details are available on the Financial Service Register which can be found on the Financial Conduct Authority’s (FCA) website www.the-fca.org.uk or by contacting the FCA on telephone number 0800 111 6768.

Several Liability

The subscribing insurers’ obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions.

The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.
Conformity

In the policy wording, the travel insurance certificate and any endorsements words in the singular shall include the plural and vice versa. Words importing the masculine will import the feminine and the neuter. References to ‘a person’ will also include any individual, company, partnership, or any other legal entity. References to a statute law also include all its amendments, replacements, orders or regulations. Some words are in **bold type** — these are defined words and have a special meaning which can be found in the General Definitions.

Important

This is **Your** travel insurance policy.
It sets out what is covered, what is not covered, the conditions **You** need to comply with and is the basis on which claims will be settled.

The policy schedule and any endorsements are all part of the policy.

This policy is a legal contract of insurance between **You** and **Us**.

**We** provide this insurance in return for the premium **You** have agreed to pay.

It is important that **You**:

– read and review any information provided (including any Statement of Fact if applicable) to ensure it is accurate and correct
– If **You** don’t give **Us** correct information, or if **You** don’t tell **Us** about any changes:
  – **Your** policy may be invalidated
  – **We** may reject **Your** claim
  – **We** may not pay **Your** claim in full
– check that **Your** policy, the sections, benefit levels, sums insured or limits of liability meet **Your** requirements
– return this policy to **Your** insurance advisor if any amendment is required
– comply with **Your** duties under this policy as a whole.

Alterations in the cover required after the policy is issued will be confirmed by a separate endorsement and or certificate. **You** should keep these with **Your** policy document safe in case **You** need to refer to them. **Our** liability shall not exceed the benefit levels or sums insured or limits of liability stated in the policy or as amended by endorsement.

All headings in the policy or travel insurance certificate are for reference purposes only and do not affect its interpretation.

This is not a private medical insurance policy

There is no cover for medical expenses where the **Insured Person** elects to receive private treatment.

The **Company** will pay for private treatment only if there is no appropriate reciprocal health agreement in existence and no public service available and the **Company** reserves the right to organise a transfer from a private medical facility to a public medical facility where appropriate.

In the event of a claim the **Company** or their representatives will require unrestricted access to all **Your** medical records and information.
Information you give us

You must take care, when answering any questions we ask, to ensure that all information provided is accurate and complete.

If we establish that you deliberately or recklessly provided us with false or misleading information, we will treat this policy as if it never existed and decline all claims. However, if we establish that, unknown to you, an insured person deliberately or recklessly provided false or misleading information, we shall treat this insurance, in so far as it relates to the insured person concerned, as if it had never existed and decline all claims relating to such insured person.

You or any insured person must take care when answering any questions we ask to ensure that all information provided is accurate and complete. If any of the information you or any insured person provide in relation to this travel policy proves to be inaccurate or incomplete it could adversely affect this policy or part of it and the validity of claims under it. In the event of such inaccurate or incomplete information being provided, we may for example:

- treat this travel policy as if it never existed and refuse to pay claims and return the premium paid. We will only do this if we provided you with insurance cover which we would not otherwise have offered.
- amend the terms of this insurance. We may apply these amended terms as if they were already in place if a claim has been adversely impacted by your carelessness.
- charge you more for this insurance or reduce the amount we pay on a claim in the proportion the premium you have paid bears to the premium we would have charged or
- cancel the policy in accordance with our Cancellation rights below.

We or your insurance advisor will write to you if we:

- intend to treat your policy as if it never existed or
- need to amend the terms of your policy or
- require you to pay more for your insurance.

If you become aware that information you have given us is inaccurate, you must inform your insurance intermediary as soon as practicable.

Pre-existing medical conditions

You will not be covered for any claims arising from:

1. At the time of buying the travel policy or booking a trip (whichever is later):
   a. any medical condition that you or any travelling companion have or have had or for which you or any travelling companion are taking or have been taking prescribed medication within the last three years.
   b. any medical condition that you or any travelling companion have or have had for which you or any travelling companion are:
      i. seeing a medical practitioner or
      ii. referred to a medical practitioner for investigation of an ongoing condition or pending investigation of a possible undiagnosed condition or
      iii. awaiting a non-routine consultation with a medical practitioner or
      iv. diagnosed with a new condition within the last three years.
   c. any medical condition, of which you are aware, of a relative or close business colleague which could affect the ability of you or any travelling companion to travel UNLESS you have declared such medical conditions or circumstance to the company and cover has been agreed in writing.

2. At the time of buying the travel policy or booking a trip (whichever is later), any medical condition for which you or a travelling companion, relative or close business colleague have received a terminal prognosis.

3. Any change in your medical condition or that of a travelling companion, relative or close business colleague after you have purchased the policy UNLESS you have declared the change in medical condition(s) to the company and cover has been agreed in writing.

4. Any mental illness including Alzheimer’s, anxiety, bi-polar disorder; dementia, depression, eating disorder; mental instability; phobias; psychotic disorders; schizophrenia.
In the event of You receiving a terminal prognosis, with life expectancy of less than 12 months, all cover under this travel policy shall cease. In respect of any trips booked and paid for prior to You receiving such terminal prognosis, You may be covered under Section 3 – Cancellation or Curtailment.

To make a medical declaration call the Company’s medical referrals line on:
+44 (0) 1689 892 216

Cancellation of the policy and cooling-off period

Should this policy not meet with Your requirements please return the documentation to the insurance advisor who provided the insurance within 14 days from date of purchase or renewal of the policy or the day You received Your policy documentation, whichever is later, and provided that You have not travelled and no claim has been made or is intended to be made and no incident has occurred that is likely to result in a claim You will receive a premium refund and the policy will be treated as though it had never existed.

Our Cancellation Rights

We can cancel this insurance by giving You thirty (30) days’ notice in writing.

We will only do this for a valid reason (examples of valid reasons are as follows):
– non-payment of premium
– a change in risk occurring which means that We can no longer provide You with insurance cover
– non-cooperation or failure to supply any information or documentation We request

If this insurance is cancelled then, provided a claim or the possibility of a claim has not been notified to Us, You will be entitled to a refund of any premium paid, subject to a deduction for any time for which You have been covered. This will be calculated on a proportional basis.

In the unlikely event that We cancel Your policy We will do so by notifying Your insurance advisor and sending You a letter of cancellation to Your last known address.

The Consumer Insurance (Disclosure and Representations) Act 2012 and the Insurance Act (2015) set out situations where failure by You to provide Us with complete and accurate information as We require allow Us to cancel the policy, sometimes back to its start date and to keep any premiums paid.

To obtain a refund please contact the insurance advisor who arranged the insurance for You or contact:

Insurance Administration Services Limited, PO. Box 9, Mansfield Nottinghamshire NG19 7BL
Telephone 44+ (0) 1623 683 586

After the expiry of Your 14 days statutory cooling-off period You continue to have the right to cancel Your policy at any time but without the right to a refund of premium.
24 Hour Emergency Assistance and Pre-travel Advice Number

For 24 hour Worldwide Emergency Assistance and pre-travel advice contact:

Mayday Assistance (Assistance Company)
Telephone +44 (0) 20 8050 1991
Email operations@maydayassistance.com

When contacting the Assistance Company please advise them that You are insured under scheme reference DTW1991 Sports Travel+ and quote the Policy ID stated in the travel insurance certificate. You must contact the Assistance Company prior to:

1. You being admitted as an inpatient at any hospital, clinic or nursing home. If this is not possible because of the seriousness of the condition, then You must contact the Assistance Company as soon as possible after You are admitted.
2. Any repatriation arrangements being made.
3. Burial or cremation or transportation of the Insured Person’s body.
4. Any hospital transfer being arranged or return home costs incurred under Section 2 sub-section 1 or sub-section 2 and obtain authorisation for any costs to be incurred.

Once contacted and if Your claim is valid, an experienced assistance co-ordinator will ensure that necessary medical fees are guaranteed and where appropriate repatriation/transportation is arranged by the most suitable method.

The Assistance Company can provide advice and assistance in many other circumstances. For example it can:

- Liaise with medical staff and hospitals
- Guarantee medical fees if necessary
- Arrange emergency repatriation with medical escort if necessary
- Advise other members of the party if You go into hospital
- Advise on how to locate lost or delayed baggage with carriers
- Refer You to an embassy, consulate or other source of legal consultation
- Organise onward travel tickets following missed departure
- Provide advice before You travel for example:
  - Which currencies and/or travellers cheques to take
  - Banking hours
  - Any visa entry requirements and permits required
  - Inoculation requirements
  - The language spoken and the time zones in the countries being visited.
Maximum Excess

The maximum excess payable by each Insured Person named in the travel insurance certificate in respect of any one occurrence or incident resulting in a claim will be limited to:

- £50 in respect of each Insured Person irrespective of the number of Sections involved and
- £100 per Family irrespective of the number of Sections involved.

A higher excess may apply as notified by the medical referral company when pre-existing medical conditions are disclosed for claims caused by or related to declared medical conditions.

Reciprocal Health Agreement

Insured Persons travelling to European Union countries are strongly advised to obtain a European Health Insurance Card (EHIC) from their local Post Office or online at www.ehic.org.uk or by telephone on 0300 330 1350 or 0191 218 1999.

The EHIC entitles You to benefit from the reciprocal health agreements which exist between European Union countries. Where medical expenses have been reduced by the use of an EHIC, or by a contribution from the Insured Person’s private health insurance and PROVIDED THAT liability has been accepted by the Company for such reduced medical expenses, the £50 per Insured Person (£100 per Family) excess under Section 1 – Medical Expenses will be reduced by the amount of such reduction or contribution up to a maximum reduction of £50 per Insured Person (£100 per Family).

The United Kingdom has reciprocal health arrangements with certain other countries e.g. Australia, New Zealand. Visit www.dh.gov.uk/travellers for a list of those countries in which You may be entitled to free treatment or treatment at reduced cost.

Foreign and Commonwealth Office Travel Advice

You must observe travel advice provided by the Foreign and Commonwealth Office (FCO).

No cover is provided under any section of this policy in respect of travel to a destination to which the FCO has advised against all or all but essential travel.

In the event You are already at a destination on the date the FCO issues a warning against all travel or all but essential travel to that destination, cover will be maintained for a period of up to 7 days and then cover will cease unless otherwise agreed in writing by the Company.

Travel advice can be obtained from the FCO by visiting their website at www.fco.gov.uk and clicking on the link for Travel Advice.

How to Make a Claim

Sections 1 to 25

If there are any circumstances which may give rise to a claim under this policy You (or Your legal or personal representatives) must contact the Claims Handler and advise them as soon as practicable giving brief details of the circumstances and requesting a claim form.

When contacting the Claims Handler please quote scheme reference DTV1991 Sports Travel+ and the Policy ID stated in the travel insurance certificate.

Claims Handler contact details:
Insurance Administration Services Limited
P.O. Box 9, Mansfield, Nottinghamshire NG19 7BL
Telephone +44 (0)1623 683 585
Email claims@ias-health.com

All claims must be substantiated by original receipts, valuations, medical, police or other report(s) as applicable.
Please note that in certain circumstances more immediate action is required to ensure that your claim is not prejudiced:

1 Cancellation claims – notification of cancellation of the journey MUST be given:
   A. verbally or in writing to the Claims Handler
   B. in writing to the tour operator or travel agent or
   C. in respect of journeys not arranged via a tour operator or travel agent to the accommodation and transport providers.

IMMEDIATELY the circumstances giving rise to the claim occur:

2 Curtailment Claims – notification of curtailment of the journey MUST be given to the Assistance Company PRIOR TO departing to return home.

3 Delayed Baggage Claims (and/or Ski Equipment/ Golf Equipment/Sports Equipment) – the non-arrival of the insured person’s baggage (and/or Ski Equipment/Golf Equipment/ Sports Equipment) MUST be reported as soon as practicable to the carrier and a written report (or in the case of an airline a Property Irregularity Report) obtained from them.

4 Medical Expenses Claims – the Assistance Company MUST BE NOTIFIED PRIOR TO:
   A. the Insured Person being admitted as an inpatient at any hospital, clinic or nursing home. If this is not possible because of the seriousness of the condition then you must contact the Assistance Company as soon as practicable after being admitted
   B. any repatriation arrangements being made
   C. burial, cremation or transportation of the Insured Person’s body
   D. any hospital transfer being arranged or return home costs incurred under Section 2 – UK Hospital transfer and additional cost and expenses sub-section 1 or sub-section 2.

When contacting the Assistance Company please advise them that you are insured under scheme reference DTW1991 Sports Travel+ and quote the Policy ID stated in the travel insurance certificate.

Assistance Company contact details
Mayday Assistance
Telephone +44 (0) 20 8050 1991
Email operations@maydayassistance.com

5 Missed Departure Claims – the insured person MUST check in at the coach terminal, rail terminal, port or airport according to the official itinerary supplied and obtain:
   A. written confirmation from the carrier (or their handling agent) of the number of hours delay and the reason for such delay
   B. a repairer’s report in the event of a claim in respect of accident, damage to or breakdown of the private motor vehicle in which the insured person was travelling.

6 Money and/or Valuables Claims – all losses of money and/or valuables MUST be reported to the police within 24 hours of discovery or as soon as practicable and a written report obtained from them. Loss of travellers’ cheques and debit or credit or pre-paid cards MUST be reported to the appropriate issuing authority within 24 hours of discovery or as soon as practicable.

7 Passport Claims – loss of a passport MUST be notified upon discovery or as soon as practicable to the nearest British Consulate (or if not holding a British passport to the Insured Person’s nearest embassy) and a written report of the loss obtained from them.

8 Personal Baggage (and/or Ski Equipment/ Golf Equipment/Sports Equipment) Claims – loss or damage occurring in transit MUST be reported upon discovery or as soon as practicable to the carrier and a written report (or in the case of an airline a Property Irregularity Report) obtained from them.

All other losses MUST be reported to the local police within 24 hours of discovery or as soon as practicable and a written report obtained from them.
9 Personal Liability Claims – DO NOT admit liability or offer or promise any payment or indemnity:
A. forward to the Claims Handler upon receipt every letter, claim, writ, summons or process
B. notify the Claims Handler in writing as soon as You have knowledge of any impending prosecution, inquest or official inquiry in connection with any accident that may result in a claim.

10 Piste Closure Claims – within 30 days of returning from the Journey You MUST provide the Company with written confirmation from the tour operator’s representative (or if unavailable – the ski lift operators) of the dates of closure and reason for closure of such on-piste skiing facilities.

11 Hospitalisation/Unprovoked Assault/Hijack and Kidnap Benefit Claims – within 30 days of returning from the Journey You MUST provide the Company with the appropriate medical certificate and/or police report.

12 Travel Delay Claims – the Insured Person MUST obtain written confirmation from the carrier (or their handling agent) of the number of hours delay in departure of the coach, train, sea vessel or aircraft in which the Insured Person was booked to travel and the reason for such delay.

PLEASE REFER to the appropriate section for full details.

Fraudulent Claims

If You, or anyone acting on Your behalf, make a fraudulent claim under this insurance, We:
1 will not be liable to pay the claim and
2 may recover from You any sums paid by Us to You in respect of the claim and
3 may by notice to You treat the policy as having been terminated with effect from the time of the fraudulent act.

If We exercise Our rights under 3 above;
1 We shall not be liable to You for any event which occurs after the time of the fraudulent act.
2 We need not return any premium paid.

How to make a claim
Section 26 – Legal Expenses

Contact DAS Legal Expenses Insurance Company Limited (DAS)
Telephone +44(0) 117 934 0553, giving brief details of the circumstances of Your claim.


DAS will ask You about Your legal dispute and if necessary call You back at an agreed time to give You legal advice.

If Your dispute needs to be dealt with as a claim under this section, DAS will give You a claim reference number.

At this point DAS will not be able to tell You whether You are covered but will pass the information You have given to the DAS claims handling team and explain what to do next.

If You prefer to report Your claim in writing, You can send it to:

The Claims Department, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH or You may email Your claim to newclaims@das.co.uk.

Please do not ask for help from a lawyer or anyone else before DAS has agreed to this. If You do, DAS will not pay the costs involved even if DAS accepts the claim.

For all claims You must:
– Give all information and assistance that is required.
– Comply with all deadlines.
– Comply with all deadlines set by any court or legally empowered authority for the disclosure of information, production of proof, evidence and/or documentation and provision of assistance.
– Not use threatening or abusive behaviour or language when dealing with Insurers.
– Complete and return the claim form together with all original receipts, reports and evidence requested on the claim form.

Failure to comply with the terms of this policy may prejudice any claim.
Complaints

Complaints procedure – Sections 1 to 25

In the event that you wish to make a formal complaint to Syndicate 1991 at Lloyd's you should contact us using one of the following options:

a) in writing (letter or email) to the address shown below or
b) by telephone to the telephone number shown below.

Once your complaint is received, we shall acknowledge it within 5 working days and shall attempt to respond within 14 days from the date of receipt but in any event no later than the response time stipulated by any instructions received from the relevant UK regulator.

In the event that you remain dissatisfied you can refer the matter to Lloyd's. Its address and contact details are as follows:

Details of Lloyd's complaints procedure are set out in a leaflet “How We Will Handle Your Complaint” available at www.lloyds.com/complaints or from the above address.

Complaints Procedure – Section 26

If your complaint relates to Section 26 – Legal Expenses – you can contact DAS by:

The Financial Ombudsman Service

If you remain dissatisfied after Lloyd's or DAS has considered your complaint, you may have the right to refer your complaint to the Financial Ombudsman Service. The contact details for the Financial Ombudsman Service are:

The Financial Ombudsman Service offers a free and independent service to you, to help settle disputes between businesses providing financial services and their customers.
European Online Dispute Resolution

If you have purchased your policy online and are unhappy with the product or the service you received, you can also use the European Commission’s Online Dispute Resolution service to make a complaint at http://ec.europa.eu/consumers/odr/. The purpose of this platform is to identify a suitable Alternative Dispute Resolution (ADR) provider and we expect that this will be the Financial Ombudsman Service. Please be aware that the Financial Ombudsman Service will only be able to consider your complaint after the insurers have had the opportunity to consider and resolve it.

Financial Services Compensation Scheme (FSCS)

Lloyd’s Underwriters and DAS Legal Expenses Insurance Company Limited (DAS) are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if the Lloyd’s Underwriter or DAS are unable to meet their obligations to you under this insurance.

If you are entitled to compensation under the scheme, the level and extent of the compensation will depend on the nature of this insurance. Further information about the scheme is available from the Financial Services Compensation Scheme (10th Floor; Beaufort House, 15 St. Botolph Street, London EC3A 7QU) and on its website: www.fscs.org.uk.

General Definitions

Wherever words or phrases appear in bold type and starting with a capital letter in this policy, they will have the following meanings.

Please note that Section 26 – Legal Expenses includes additional definitions which exclusively apply to Section 26.

Administrator

Insurance Administration Services Ltd
PO. Box 9 Mansfield, Nottinghamshire NG19 7BL
Telephone 01623 683 586
Email admin@ias-health.co.uk

Assistance Company

Mayday Assistance
2 Clifton Mews
Clifton Hill
Brighton BN13HR
Telephone +44 (0)20 8050 1991
Email operations@maydayassistance.com

Chapter 11 Bankruptcy

Named after the United States Bankruptcy Code 11, Chapter 11 is a form of bankruptcy that involves the process of the reorganisation plan of a bankrupt company under the supervision of a court or the appropriate regulator and describes how an insolvent company will change structurally to help it pay its debts and stay in business.

Claims Handler (Sections 1 to 25)

Insurance Administration Services Limited
PO Box 9 Mansfield,
Nottinghamshire NG19 7BL
Telephone 01623 683 585
Email claims@ias-health.co.uk

Close Business Colleague

A person employed by the same company as the insured person and whose absence from the business is likely to affect the decision to cancel or curtail the journey.

Company

DTW 1991 Underwriting Limited on behalf of Syndicate 1991 at Lloyd’s.

Curtailment/curtailed

Means cutting short and returning to the insured person’s home in the United Kingdom or the Channel Islands before the scheduled date of return from the journey.

Damages

Unliquidated damages but excluding punitive, exemplary or any multiple of compensatory damages.

Date of Issue

The date this policy was issued as stated in the travel insurance certificate.
Defence Costs

1. The cost of legal representation at:
   i. a coroner’s inquest or any inquiry in respect of any death;
   ii. proceedings in any court arising out of any alleged breach of statutory duty.

2. All costs and expenses incurred with the Company’s written consent and relating to any claim which may be the subject of indemnity under Section 8 – Personal Liability or Section 9 - Contingent Liability.

End Supplier

car ferry, coach operator, car hire company, caravan site, campsite, camper rental, mobile home, hotel, safari, scheduled airline, train operator or theme park.

Excess

The amount that the Insured Person will pay towards a claim as stated in each policy section and/or medical referral endorsement.

Family

Up to two adults living together for at least the last six months and all their dependent children under the age of 18 years (under 24 years if in full time education) residing at the same address (and/or residing elsewhere in the United Kingdom or the Channel Islands if in full time education) at the Date of Issue.

Financial Failure

The End Supplier having an administrator appointed, filing for bankruptcy or becoming insolvent and not being able to provide agreed services.

Geographical Limits

Whichever of the following is stated as being applicable in the travel insurance certificate:

Area 1: England, Scotland, Wales, Northern Ireland plus:

- Algeria
- Andorra
- Armenia
- Austria
- Azores
- Belarus
- Belgium
- Bosnia and Herzegovina
- Bulgaria
- Canary Islands
- Channel Islands
- Crete
- Croatia
- Cyprus
- Czech Republic
- Denmark
- Egypt
- Estonia
- Faroe Islands
- Finland
- France
- Georgia
- Germany
- Greece
- Hungary
- Iceland
- Isle of Man
- Israel
- Italy
- Latvia
- Liechtenstein
- Lithuania
- Luxembourg
- Macedonia
- Madeira
- Majorca
- Malta
- Menorca
- all islands in the Mediterranean Sea
- Moldova
- Monaco
- Montenegro
- Morocco
- Netherlands
- Norway
- Poland
- Portugal
- Republic of Ireland
- Romania
- Russia (West of the Urals)
- San Marino
- Sardinia
- Serbia
- Slovakia
- Slovenia
- Spain
- Sweden
- Switzerland
- Tunisia
- Turkey
- Ukraine
- (West of the Urals)
- Vatican City.

Area 2: Worldwide excluding the United States of America, Bahamas, Bermuda, Canada, Caribbean Islands, Cuba and Mexico.

Area 3: Worldwide.

Golf Equipment

Golf clubs, golf bag, golf shoes, golf trolleys (excluding motorised trolleys/carts).

Insured Person / You / Your

Each person stated in the travel insurance certificate as being insured, provided that such person is resident in the United Kingdom or the Channel Islands with a permanent address in the United Kingdom or the Channel Islands and registered with a Medical Practitioner in the United Kingdom or the Channel islands.

Insurers/We/Us

In respect of Sections 1 to 25 – DTW 1991 Underwriting Limited on behalf of Syndicate 1991 at Lloyd’s (the Company).

In respect of Section 26 Legal Expenses – DAS Legal Expenses Insurance Company Limited (the Legal Expenses Insurer/DAS).
Journey

If annual multi-trip cover is selected:

any pre-booked trip of up to 45 days duration (or 60 days duration if stated on the travel insurance certificate and the appropriate premium has been paid) within the Geographical Limits for social, domestic, pleasure, educational or commercial business purposes (excluding manual work) commencing from and returning to the Insured Person’s home within the United Kingdom or the Channel Islands and involving travel:

a) outside the United Kingdom or the Channel Islands or

b) solely within the United Kingdom or the Channel Islands PROVIDED THAT the Journey involves at least:

- one night stay for commercial business purposes or
- two nights stay for all other trips

at pre-booked accommodation not owned by or leased to any Insured Person or any person You are travelling with.

If single trip cover is selected:

– the pre-booked trip for which this insurance policy was issued for up to 12 months duration within the Geographical Limits for social, domestic, pleasure, educational or commercial business purposes (excluding manual work) commencing from and returning to the United Kingdom or the Channel Islands.

– for trips solely within the United Kingdom or the Channel Islands the pre-booked trip for which this insurance policy was issued for up to 12 months duration PROVIDED THAT the Journey involves at least one night stay for commercial business purposes or at least two nights stay for all other trips at pre-booked accommodation not owned by or leased to any Insured Person or any person you are travelling with.

Medical Practitioner

Means a registered practicing member of the medical profession recognised by the law of the country where they are practicing who is not related to You or any person You are travelling with.

Money

Cash, currency, bank notes, traveller’s cheques, pre-paid debit cards, postal or money orders, travel tickets, holiday vouchers, hotel vouchers, admission tickets, passes and food vouchers.

Operative Time of Cover

If annual multi-trip cover is selected:

1 The cancellation insurance provided under Section 3 – Cancellation or Curtailment is effective from the date of booking a Journey or the date of commencement of the Period of Insurance (whichever is the later) and terminates when during the Period of Insurance the Insured Person leaves their home within the United Kingdom or the Channel Islands to commence such Journey or upon expiry of the Period of Insurance (whichever is the earlier).

2 The Curtailment insurance provided under Section 3 – Cancellation or Curtailment and the insurance provided under all other applicable Sections of this policy commences when during the Period of Insurance the Insured Person leaves their home in the United Kingdom or the Channel Islands to commence a Journey and terminates upon the Insured Person’s return to such home at the end of such Journey or expiry of the Period of Insurance, whichever occurs first.

Legal Expenses Insurer / DAS

DAS Legal Expenses Insurance Company Limited,
DAS House, Quay Side, Temple Back,
Bristol BS1 6NH.
If single trip cover is selected:

The cancellation insurance provided under Section 3 – Cancellation or Curtailment is effective from the Date of Issue and terminates when on the departure date the Insured Person leaves their home within the United Kingdom or the Channel Islands to commence the Journey at which time the Curtailment insurance provided under Section 3 – Cancellation or Curtailment and the insurance provided under all other applicable Sections commences and continues until the Insured Person’s return to such home within the United Kingdom or the Channel Islands at the end of such Journey or expiry of the Period of Insurance, whichever occurs first.

Period of Insurance

The period stated in the travel insurance certificate.

The Period of Insurance is automatically extended for up to 30 days in the event that completion of the Journey is delayed due to any circumstances beyond the Insured Person’s control PROVIDED THAT the Insured Person is not being detained by the police or any other lawful authority for any criminal act or breach of any law or enactment and PROVIDED THAT the Insured Person makes all efforts to complete the Journey as soon as practicable after the original scheduled completion date of the Journey.

Relative

Spouse, fiancé(e), civil partner, partner, parent, step-parent, parent-in-law, grandparent, child, step-child, son-in-law, daughter-in-law, grandchild, brother, sister, step-brother, step-sister, brother-in-law, sister-in-law of the Insured Person or of the person with whom the Insured Person is travelling or had arranged to stay.

Ski Equipment

Snowboard, skis, bindings, sticks and boots.

Sports Equipment

The equipment used in connection with Your sport and which belongs to You or for which You are legally responsible excluding Golf Equipment and Ski Equipment.

Unattended Vehicle

A motor vehicle which contains neither a driver nor a passenger:

United Kingdom (UK)

England, Scotland, Wales, Northern Ireland and the Isle of Man.

Valuables

Personal jewellery, watches, articles of precious or semi-precious material, computer, radio or audio equipment (for example discs, memory sticks or mp3 players), electronic games, e-books, e-readers, telescopes, binoculars, sunglasses or spectacles, photographic equipment (for example: cameras, camera body and lenses, flashguns, filters, cases, straps, discs, films, memory sticks and all other accessories), video and other types of recording equipment (for example: discs or memory sticks).

For the avoidance of doubt mobile telephones are not covered under this insurance.
General Conditions
(applicable to sections 1 to 25)

Precautions

The Insured Person(s) must take all precautions to prevent anything happening which may give rise to a claim under this policy and take all appropriate steps for safeguarding and recovering the personal baggage and personal Money insured. The Insured Person(s) must not book or undertake the Journey against medical advice or have any reason to believe that such Journey may have to be cancelled or Curtained.

The Company’s rights in the event of a claim (Sections 1 to 25)

A. The Company shall be entitled but not bound to take over and conduct in the name of the Insured Person the defence or settlement of any claim or to prosecute in the name of the Insured Person for its 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.

B. The Company shall be entitled at any time in its own name or in the name of the Insured Person to take action to effect the recovery of any part of the Personal Baggage and/or personal Money and/or Ski Equipment and/or Sports Equipment and/or Golf Equipment insured or for securing reimbursement in respect of any loss or damage and the Insured Person shall give the Company all information and assistance it requires.

C. Upon payment of any claim for Personal Baggage (and if applicable Ski Equipment, Sports Equipment and Golf Equipment other than for repair) any part of the property in respect of which payment is made shall belong to the Company subject to the Insured Person’s right to reclaim it upon repayment to the Company of the amount paid by the Company.

Law and Jurisdiction

This contract of insurance will be governed by the laws of England and Wales and this policy is subject to the exclusive jurisdiction of the courts in England and Wales.

Uninsured Expenses

If any costs and/or expenses not covered by this policy have been incurred by the Insurers:
- on Your behalf or
- any additional or increased costs and/or expenses incurred by the Insurers as a result of Your failure to comply with the terms, provisions, conditions and limitations of this policy
then You will repay all such costs and/or expenses to Insurers within 30 days of the request to do so by the Insurers.

Other Insurance

a. If a claim is made and there is other insurance covering the same claim, then this policy shall apply only in excess of any amount paid under such other insurance.

b. If the Insured Person also seeks to obtain payment in respect of the same claim from any other insurance, then We will not be liable to pay more than Our proportionate share of any such claim and costs and expenses.

Independent Travel

This policy covers any Insured Person travelling independently on an insured Journey.
Data Protection Act  
– Personal Information

How we collect and use data

You should be aware that any information You have given the Company will be processed in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims or complaints, if any, which may necessitate providing such information to other parties.

You have a right of access to and correction of information that the Company holds about You. If You would like to exercise either of these rights, You should contact the Data Protection Officer at:

The Compliance Officer
Syndicate 1991 at Lloyd’s
71 Fenchurch Street
London EC3M 4BS

How the Legal Expenses Insurer collects and uses data

To comply with data protection regulations We are committed to processing Your personal information fairly and transparently. This section is designed to provide a brief understanding of how We collect and use Your information.

We may collect personal details, including Your name, address and, on occasion, Your medical records. This is for the purpose of managing Your products and services, and this may include underwriting, claims handling and providing legal advice.

Who we are

DAS is part of DAS UK Holdings Limited (DAS UK Group). The uses of Your personal data by Us and members of the DAS UK Group are covered by Our individual company registrations with the Information Commissioner’s Office.

How we will use your information

We may need to send Your information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers, specialist agencies so they may contact You to ask for Your feedback, or members of the DAS UK Group. If Your policy includes legal advice We may have to send the information outside of the European Economic Area in order to give You legal advice on non-European Union law.

We will not disclose Your personal data to any other person or organisation unless We are required to by Our legal and regulatory obligations. For example, We may use and share Your data with other organisations and public bodies, including the police and anti-fraud organisations, for the prevention and detection of crime, including fraud and financial sanctions. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering. Further details explaining how the information held by fraud prevention agencies may be used can be obtained by writing to, or telephoning DAS. A copy is also accessible and can be downloaded via Our website.

Got a question?

If You have any questions or comments about how We store, use or protect Your information, or if you wish to request to see the information We hold about You, You can do this by calling +44(0)117 934 0553, by writing to the Data Protection Officer at Our DAS Head Office address – please see page 5 or by visiting www.das.co.uk
Fraud prevention

We will not disclose Your personal data to any other person or organisation unless We are required to by Our legal and regulatory obligations. For example, We may use and share Your data with other organisations and public bodies, including the police and anti-fraud organisations, for the prevention and detection of crime, including fraud and financial sanctions. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering. Further details explaining how the information held by fraud prevention agencies may be used can be obtained by writing to, or telephoning DAS. A copy is also accessible and can be downloaded via our website

To provide and administer the legal advice service and legal expenses insurance DAS must process Your personal data (including sensitive personal data) that DAS collect from You in accordance with DAS’ Privacy Policy.

To do so, DAS may need to send Your information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers or members of the DAS UK Group. To give You legal advice, DAS may have to send the information outside the European Economic Area.

In doing this, DAS will comply with the Data Protection Act 1998. DAS will not disclose Your personal data to any other person or organisation unless DAS are required to by DAS’ legal and regulatory obligations, or for the prevention and detection of crime, including fraud and financial sanctions. To prevent and detect crime DAS may use and share Your data with other organisations and public bodies, including the police and anti-fraud organisations.

For any questions or comments, or requests to see a copy of the information DAS hold about You, please write to the Group Data Protection Controller at DAS Head Office address – please see page 5.

What is not covered

General Exclusions (applicable to Sections 1 to 25)

This insurance does not cover:

1. any person aged 65 years or over at the Date of Issue
2. any person who is not permanently resident in the United Kingdom or the Channel Islands with a permanent address in the United Kingdom or the Channel Islands.
3. For annual multi-trip policies:
   Any trip where the intended duration of the Journey exceeds the maximum duration of 45 days (60 days if stated on the travel insurance certificate). No cover is provided for any part of the Journey even if a loss occurs within 45 days (60 days if stated on the travel insurance certificate), where the planned Journey exceeds the maximum duration.
4. For single trip policies:
   Any trip where the intended duration of the Journey exceeds the Period of Insurance stated on the travel insurance certificate. No cover is provided for any part of the Journey even if a loss occurs within the Period of Insurance stated on the travel insurance certificate where the planned Journey exceeds the Period of Insurance stated on the travel insurance certificate.

2. Loss, damage, bodily injury, death, disease, illness, liability, costs or expenses arising out of or in connection with any:
   a. manual work or hazardous occupation of any kind undertaken by the Insured Person during the Journey
   b. wilful, malicious or criminal act of the Insured Person or breach of any law or enactment by the Insured Person
   c. participation in any activity which does not fall within the activities shown as included in Your travel insurance certificate or the activities covered as standard listed under activities covered unless declared to and accepted by the Company.
3 Any claim arising if at the time of purchasing this insurance You or a travelling companion:
   a. are aware of any circumstances which could be expected to give rise to a claim under this insurance
   b. have had a cancerous, cardio-vascular, cerebro-vascular; renal or respiratory condition, and/or stroke within the last 3 years
   c. have had any other medical condition which is under the supervision of a hospital or a Medical Practitioner or has required any hospital admission or treatment in the previous 3 years
   d. have been taking continuous medication and have had any change in medication or change in dosage in the previous 12 months
   e. have any medical condition that a Medical Practitioner is seen for or have been referred to a Medical Practitioner for investigation, an undiagnosed condition or non-routine hospital consultation or new condition being diagnosed within the last 3 years
   f. are awaiting the results of any tests or awaiting surgery
   g. are aware of any medical condition or change in medical condition after having purchased a policy of any Relative or Close Business Colleague whether travelling with the Insured Person or not on whose state of health the Insured Person's decision to cancel or curtail the Journey may depend
   h. have been advised of a terminal prognosis.
   i. have a change in medical condition after having purchased the travel policy

UNLESS the medical condition or change in medical condition has been declared to and accepted in writing by the medical referral line.

4 Any claim caused by or arising from:
   a. pregnancy or childbirth in respect of any trip finishing within eight weeks of the expected date of birth
   b. wilfully self-inflicted illness or injury, the influence of intoxicating liquor or drugs (except drugs taken in accordance with treatment prescribed and directed by a Medical Practitioner other than for drug addiction), alcoholism, drug addiction, solvent abuse, sexually transmitted infection, travel contrary to medical advice or where the purpose of travelling is to obtain medical treatment, climbing on or jumping from vehicles, buildings or balconies regardless of the height
   c. psychiatric or mental illness, alzheimer’s, anxiety, bi-polar disorder, dementia, depression, eating disorder, mental instability, phobias, psychotic disorders, schizophrenia or related condition.

5 Loss, damage, bodily injury, death, disease, illness, liability, costs or expenses attributable to Human Immunodeficiency Virus (HIV) and/or any HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or any mutant derivatives or variations thereof.

6 Death, injury, illness or disablement directly or indirectly resulting from the Insured Person’s suicide or attempted suicide or deliberate exposure to danger (except in an attempt to save human life) or the Insured Person’s criminal act.

7 Any claim caused by or arising from:
   a. war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war or any act, condition or warlike operation
   b. warlike action by a regular or irregular military force or civilian agents, or any action taken by any government, sovereign or other authority to hinder or defend against an actual or expected attack
   c. insurrection, rebellion, revolution, attempt to usurp power or popular uprising or any action taken by governmental or martial authority in hindering or defending against any of these
   d. the discharge, explosion or use of a weapon of mass destruction employing nuclear fission or fusion, or chemical, biological, radioactive or similar agents, by any party at any time for any reason.

Contact DTW1991 Medical Referral Helpline on +44 (0) 1689 892 216 quoting reference DTW1991 Sports Travel+.
8 Loss, destruction, damage, liability costs or expenses resulting from pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

9 Any claim caused by, contributed to or arising from:
   a. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
   b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

10 Any claim caused by, contributed to or arising from a Journey to a destination where the United Kingdom Foreign and Commonwealth Office has advised against all travel or all but essential travel.

11 An Insured Person engaging in motorcycling as either a driver or a passenger UNLESS the Insured Person is wearing a crash helmet and as driver of the motorcycle the Insured Person holds a current valid full driving licence permitting him/her to drive such a motorcycle and
   a. the motorcycle has an engine capacity of 125cc or less
   or
   b. the engine capacity of the motorcycle is above 125cc
      and
   c. as driver of the motorcycle the Insured Person has held a current valid full motorcycle driving licence to drive such motorcycle for at least two years and
   d. as driver of the motorcycle the Insured Person has had no motorcycle accidents or convictions in the previous two years.

12 Air travel other than as a passenger in a licensed aircraft being operated by a licensed commercial air carrier.

13 Big game hunting
   BMX stunt riding
   boxing
   bungee jumping
   (unless with a licensed operator)
   free climb
   mountaineering
   gymnastics
   (competitive)
   high diving
   (other than from a purpose built diving board over a man-made swimming pool)
   horse riding involving jumping, trials, hunting, racing or jousting
   martial arts
   (other than those shown as covered in the relevant categories on pages 37-39)
   microlighting
   mountaineering
   (ordinarily necessitating the use of ropes or guides)
   extreme downhill mountain biking

14 Any sporting activity undertaken in contravention of Club or Association rules or guidelines including the use of correct protective headgear, guards and equipment.

15 Wintersports of any kind UNLESS stated in the travel insurance certificate as being included in which case this insurance does not apply whilst the Insured Person is engaging in freestyle skiing, ski-jumping, ski flying, ski/ snowboard-accrobatics, ski/ snowboard-stunting, extreme skiing/snowboarding, skeletoning and luge or any variations.
16 i the failure or any consequence of the failure of the Legal Expenses Insurer or their servants or agents to satisfy in all or in part their obligations
   ii any errors or omissions or any consequence thereof in the advice, service or assistance given by the Legal Expenses Insurer or their servants or agents in relation to the cover provided under Legal Expenses or the Free Legal Helplines.

17 Any claim caused by or arising from the failure of any computer hardware or software or other electrical equipment to recognise or process any date as the true calendar date. This exclusion does not apply to Section 1 – Medical and Other Expenses – sub-sections 1 or 2 or Section 4 – Personal Accident.

18 There will be no benefit paid by Insurers where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

19 The Company shall not provide indemnity for any legal liability arising from or in consequence of any Injury caused by any participant to another participant or spectator whilst playing, practicing or training.

**Policy Details**

In consideration of Your having paid the premium stated in the travel insurance certificate, the Company agrees to provide the insurance in the manner and to the extent specified in this policy provided that:

1 You shall be subject to all the terms conditions limitations and/or exclusions contained in this policy, travel insurance certificate or by additional endorsement(s).

2 Our liability shall not exceed the benefit levels or sums insured or limits of liability stated in the policy or as amended by endorsement.

3 There shall be no cover under Section 5 – Personal Baggage and Section 6 – Personal Money UNLESS these sections are stated in the travel insurance certificate as being included and the appropriate premium has been paid.

4 There shall be no cover under Sections 18, 19, 20, and 21 UNLESS the winter sports extension is stated in the travel insurance certificate as being included and the appropriate premium has been paid.

5 There shall be no cover under Sections 22, 23, and 24 UNLESS the golf cover extension is stated in the travel insurance certificate as being included and the appropriate premium has been paid.

6 There shall be no cover under Section 25 UNLESS the sports equipment extension is stated in the travel insurance certificate as being included and the appropriate premium has been paid.
What is covered

Section 1 – Medical and Other Expenses

Sub-section 1 – Journeys outside the United Kingdom or the Channel Islands

1 The Company shall pay up to £10,000,000 in total in respect of:

A. i. medical, hospital and treatment expenses

ii. cost of emergency dental treatment for the immediate relief of pain only. Limited to £400 in total

iii. ambulance charges, cost of rescue services, accommodation and/or travelling and/or repatriation expenses to the United Kingdom or the Channel Islands

iv. necessary additional accommodation and travelling expenses including those of one Relative or friend required on medical advice to stay or travel with the Insured Person or if You are a child and require an escort

2 The Company shall pay the necessary charges in the event of death occurring during the Journey for:

i. burial or cremation of the Insured Person in the locality where death occurs not exceeding £2,000 in total or

ii. transporting the Insured Person's remains or ashes to their home in the United Kingdom or the Channel Islands (excluding funeral or internment costs)

subject to the prior approval of the Assistance Company.

PROVIDED THAT:

1 cover is in respect of Journeys outside the United Kingdom except for residents of the Channel Islands where this cover will apply outside the Channel Islands.

2 the amount payable shall not exceed the amounts stated or £10,000,000 in total and shall only be in respect of costs incurred within 12 months of the date of the incident giving rise to the claim.

3 The Company shall not be liable for the cost of:

a. any medical, surgical or remedial treatment or any other costs:

i. incurred following completion of such transfer;

ii. which would have been incurred had such a transfer not been undertaken

b. transferring the Insured Person more than once in respect of any one occurrence of bodily injury or illness to the Insured Person’s home within the United Kingdom or the Channel Islands.

4 The Company shall pay all costs incurred by the Assistance Company in returning:

a. the Insured Person’s personal baggage

b. if applicable – the private motor vehicle driven by the Insured Person on the Journey during which such accidental bodily injury or illness occurred (subject to the return of the motor vehicle not being insured elsewhere)

to the Insured Person’s home within the United Kingdom or the Channel Islands.
Excess

This insurance does not cover the first £50 per Insured Person (£100 per Family) in respect of each separate incident giving rise to a claim except where medical expenses have been reduced by the use of an EHIC or contribution from the Insured Person’s private health insurance in which case, PROVIDED THAT liability has been accepted by the Company for such reduced medical expenses the excess will be reduced by the amount of such reduction or contribution up to a maximum reduction of £50 per Insured Person (£100 per Family).

Sub-section 2 – Journeys within the United Kingdom (or within the Channel Islands for residents of the Channel Islands)

1 The Company shall pay up to:

A. £250 in total in respect of EMERGENCY medical and treatment expenses (including the cost of EMERGENCY dental treatment for the immediate relief of pain only but limited to £100 in total) necessarily incurred on medical advice as a direct result of the Insured Person sustaining accidental bodily injury or suffering the onset of illness during the Journey.

B. £10,000 in total in respect of accommodation and/or travelling and/or repatriation expenses to the Insured Person’s home or to the most suitable hospital or nursing home near to the Insured Person’s home within the United Kingdom or Channel Islands (including necessary additional accommodation and travelling expenses of one Relative or friend required on medical advice to stay or travel with the Insured Person or if you are a child and require an escort) necessarily incurred on medical advice as a direct result of the Insured Person sustaining accidental bodily injury or suffering the onset of illness during the Journey.

C. £1,000 in total in respect of charges for the cost of transporting the Insured Person’s remains or ashes to the Insured Person’s home in the United Kingdom or Channel Islands (excluding funeral or interment costs) in the event of death occurring during the Journey.

D. £500 in total in respect of all additional hotel and travel costs incurred in the event of the necessary repatriation of the Insured Person to their home within the United Kingdom or Channel Islands as a result of the sudden and unexpected death, serious injury or serious illness occurring during the Journey of the Insured Person’s Relative or Close Business Colleague.

PROVIDED THAT:

i. cover shall apply only in respect of Journeys solely within the United Kingdom but for residents of the Channel Islands this sub-section will apply for Journeys within the Channel Islands

ii. the amount payable shall not exceed the amounts stated or £10,000 in total and shall only be in respect of costs incurred within 12 months of the date of the incident giving rise to the claim

iii. the Assistance Company is notified PRIOR TO any arrangements being made and has authorised any costs to be incurred.

Excess

This insurance does not cover the first £50 per Insured Person (£100 per Family) in respect of each separate incident giving rise to a claim.

Section 1 – Exclusions
(also see General Exclusions)

This insurance does not cover:

1 Any claim if the Insured Person travels against medical advice.

2. The following costs and expenses unless they have been authorised by the Assistance Company:

A. inpatient, hospital, clinic or nursing home expenses

B. repatriation or additional hotel or travel costs and expenses

C. burial or cremation costs outside the United Kingdom or the Channel Islands

D. charges levied for services rendered or treatment received in the United Kingdom or the Channel Islands.

3 Any elective treatment or tests.

4 Dental work involving precious material.
5 Treatment which in the opinion of a medical or dental practitioner could be delayed until the return of the Insured Person to their home in the United Kingdom or the Channel Islands.

6 Medical, hospital or treatment expenses which the Insured Person knows at the time of departure on the Journey will be required or will require to be continued during the course of such Journey.

7 Charges levied for services rendered or treatment received after 12 months from the date of any incident giving rise to a claim.

8 Medical expenses where the Insured Person elects to receive treatment in a private hospital or clinic.

Section 1 – Condition

It is a requirement of this insurance that if between the date of purchasing this insurance and the date of the Journey the Insured Person is first diagnosed as having a medical condition or has a change in medical condition, the Insured Person must give details of the condition by calling the DTW1991 medical referral helpline on 01689 892 216 quoting reference DTW1991 Sports Travel+. The Company reserves the right to impose special terms in the light of any such details disclosed.

Section 2 – UK Hospital Transfer and Additional Costs and Expenses

1 Hospital Transfer Expenses

If during the Journey the Insured Person sustains accidental bodily injury or suffers the onset of illness which results in them being:

A. repatriated to the United Kingdom or the Channel Islands by the Assistance Company and admitted as an inpatient or
B. directly admitted as an inpatient to hospital or nursing home more than 35 miles from their home within the United Kingdom or within the Channel Islands the Company shall, at the request of the Insured Person, pay up to £5,000 in total for costs incurred by the Assistance Company in transferring the Insured Person to a suitable hospital or nursing home close to the Insured Person’s home.

Such costs to include:

– the cost of medical, surgical or remedial treatment given or prescribed by a Medical Practitioner
– hospital and/or nursing home treatment and
– ambulance charges

subject to the costs being necessary to enable such transfer to be undertaken.

PROVIDED THAT:

i. Such transfer is made with the consent of the Medical Practitioner attending the Insured Person
ii. In the professional opinion of the Medical Practitioner attending the Insured Person and/or the Company’s medical advisers the Insured Person will remain continuously hospitalised for at least 72 hours following completion of such transfer
iii. Prior to the commencement of such transfer an available bed has been arranged and confirmed at the hospital to which the Insured Person is to be transferred.

2 Return Home Costs

If during the Journey the Insured Person sustains accidental bodily injury or suffers the onset of illness which in the opinion of the Medical Practitioner attending the Insured Person directly results in the Insured Person being physically unable to return for more than 72 hours after the scheduled date and time of return to home within the United Kingdom or within the Channel Islands by the same means of transport by which the outward Journey was taken the Company will at the request of the Insured Person pay up to £2,500 in total in respect of all costs necessarily incurred:

A. with the authority of the Assistance Company in respect of the Insured Person’s additional travel, subsistence and accommodation expenses incurred from the time of the occurrence of such accidental bodily injury or onset of illness until the time of return to home within the United Kingdom or within the Channel Islands.
B. by the Assistance Company to return to the Insured Person’s home within the United Kingdom or within the Channel Islands:
   – the Insured Person
   – the Insured Person’s personal baggage
   – if applicable – the private motor vehicle driven by the Insured Person on the journey during which such accidental bodily injury or illness occurred (subject to the return of the motor vehicle not being insured elsewhere).

3 Additional Expenses – Accompanying Travellers and Visiting Family

If during the journey the Insured Person sustains accidental bodily injury or suffers the onset of illness which results in a valid claim under 1 - Hospital Transfer Expenses or 2 – Return Home Costs of this Section the Company shall pay up to:

A. £500 in total in respect of the additional travel, subsistence and accommodation expenses necessarily incurred by any person or persons with whom the Insured Person was travelling on the journey provided that it would not have been necessary to incur such additional costs and expenses had such bodily injury or illness not occurred

B. £500 in total in respect of the additional travel, subsistence and accommodation expenses necessarily incurred by the Insured Person’s parent(s) or legal guardian(s), partner or spouse or children for the purposes of visiting the Insured Person whilst in a hospital or nursing home within the United Kingdom or the Channel Islands.

Section 2 – Conditions

1 As soon as practicable after the occurrence of any accidental bodily injury or onset of illness which may be the subject of a claim under this section the Insured Person shall place themself under the care of a Medical Practitioner whose advice they must follow.

2 All additional travel, subsistence and accommodation expenses must be authorised by the Assistance Company prior to being incurred.

Section 2 – Excess

This insurance does not cover the first £50 per Insured Person (£100 per Family) in respect of each separate incident giving rise to a claim.

Section 2 – Exclusions
(also see General Exclusions)

This insurance does not cover:

1 repatriation, transportation and additional travel, subsistence and accommodation costs and expenses not authorised by the Assistance Company.

2 costs incurred or charges levied for services rendered or treatment received after 12 months from the date of any incident giving rise to a claim.

3 all costs recoverable under Section 1 – Medical and Other Expenses.

4 any medical, surgical or remedial treatment or any other costs:
   i. incurred following completion of such transfer
   ii. which would have been incurred had such a transfer not been undertaken

5 transferring the Insured Person more than once in respect of any one occurrence of bodily injury or illness.

Section 3 – Cancellation or Curtailment

The Company shall pay up to £5,000 in total in respect of irrecoverable loss of deposits, instalments and balances paid or contracted to be paid by the Insured Person for the journey in respect of travel, accommodation, car hire, sporting event entry fee and excursions booked prior to the scheduled date of departure of such journey and incurred as a result of the necessary and unavoidable cancellation or Curtailment of the journey due to:

1 the death, serious injury or serious illness occurring or manifesting itself during the Operative Time of Cover of the:
   a. Insured Person or
   b. person with whom the Insured Person is travelling or had arranged to stay or
   c. Relative or Close Business Colleague of the Insured Person or of the person with whom the Insured Person is travelling or had arranged to stay
2. the Insured Person or person with whom they are travelling or staying being summoned for jury service, subpoenaed as a witness at a court of law, involuntarily made redundant from permanent employment and entitled to payment under the current redundancy payment law or compulsorily quarantined during the Operative Time of Cover.

3. the Insured Person's permanent home within the United Kingdom or the Channel Islands or the permanent home within the United Kingdom or the Channel Islands of any person with whom the Insured Person is travelling being rendered uninhabitable by fire, storm or flood up to 14 days before the departure date.

4. the presence of the Insured Person or travelling companion being required by the police following burglary at their home or normal place of business in the United Kingdom or the Channel Islands.

PROVIDED THAT at the time of effecting this insurance or booking the Journey the Insured Person was not aware of any reason why such Journey may have to be cancelled or curtailed.

Section 3 – Conditions

1. Immediate notification of a Canceled Journey must be given:
   i. verbally or in writing to the Claims Handler and
   ii. in writing to the tour operator or travel agent (or in respect of Journeys not arranged via a tour operator or travel agent directly to the accommodation and transport providers).

2. In the event of the Journey being Curtailment, the Insured Person must notify the Assistance Company of the circumstances giving rise to the claim and obtain their authorisation PRIOR TO arranging to return home from the Journey.

3. The Company will have the option to replace any incentive gift or promotional vouchers or points that form the subject of a claim under this Section with alternative gift or promotional vouchers or to pay for an equivalent replacement for the unused proportion of travel or accommodation or pay the cash equivalent thereof.

4. It is a requirement of this insurance that if between the date of purchasing this insurance and the date of the Journey:
   a. the Insured Person or
   b. person with whom the Insured Person is travelling or had arranged to stay or
   c. Relative or Close Business Colleague of the Insured Person or of the person with whom the Insured Person is travelling or had arranged to stay is first diagnosed as having a medical condition, the Insured Person must give details of the condition by calling the medical referral helpline.

Section 3 – Excess

This insurance does not cover the first £50 per Insured Person (£100 per Family) in respect of each separate incident giving rise to a claim.

Section 3 – Exclusions
(also see General Exclusions)

1. The Company shall not be liable for more than:
   a. £5,000 or the otherwise irrecoverable loss of deposits, instalments and balances paid or contracted to be paid (whichever is less)
   b. in respect of Curtailment claims only – the proportionate part of the total contracted Journey cost for each day of the Journey foregone up to a maximum of £5,000

2. Cover under this Section shall not apply in respect of:
   a. death, injury or illness of any person other than the Insured Person, travelling companion, Relative, Close Business Colleague or person with whom the Insured Person had arranged to stay
   b. Curtailment not notified to and authorised by the Assistance Company
   c. the disinclination to travel of the Insured Person or any person with whom he/she is travelling

DTW1991 medical referral helpline on +44 (0) 1689 892 216 quoting reference DTW1991 Sports Travel+.

The Company reserves the right to impose special terms in the light of any such details disclosed.
Section 4 – Personal Accident

The Company shall pay the Insured Person the benefit if during the Journey the Insured Person sustains accidental bodily injury by violent external and visible means (including unavoidable exposure to the natural elements) which independently of any other cause results within 12 months from the date of such bodily injury in the death, loss of limb, loss of sight in one or both eyes or permanent total disablement of the Insured Person.

Benefit

1 Death – £25,000.

2 Loss of Limb – meaning total and permanent loss of use by physical separation or otherwise of one or both hands at or above the wrist joint and/or one or both feet at or above the level of the ankle (talo-tibular joint) – £25,000.

3 Loss of Sight in one or both eyes – £25,000.

Loss of Sight means total and permanent loss of sight which shall be deemed to have occurred:

a. in both eyes when the Insured Person's name has been added to The Register of Blind Persons on the authority of a registered and fully qualified ophthalmic specialist

b. in one eye when the degree of sight remaining after correction is 3/60 or less on the Snellen Scale and the Company is satisfied that the condition is permanent and without expectation of recovery

4 Permanent Total Disablement which prevents the Insured Person from engaging in or giving attention to any business or occupation of any and every kind having lasted for 12 consecutive months from the date of the accident and having been proved to the Company's satisfaction to be beyond the hope of improvement – £25,000.

Section 4 – Conditions

1 The Company shall not pay more than one benefit in connection with the same accident.

2 For an Insured Person under the age of 16 years at the time of bodily injury benefit 1 Death will be limited to £1,000.

3 In respect of any Insured Person(s) motorcycling as either a driver or a passenger the benefits will be limited to £5,000.

Section 5 – Personal Baggage

This section only applies if shown on Your travel insurance certificate as being included.

The Company shall pay up to £2,000 in total (after taking into account a deduction for wear and tear and depreciation) for loss, theft or accidental damage to Your baggage (for example: clothing and personal effects, property worn or carried by You, suitcases and like receptacles, pushchairs, pedal bicycles and hand propelled wheelchairs all being Your property) occurring during the Journey.

PROVIDED THAT:

1 a. any loss of or damage to baggage occurring in transit is reported as soon as practicable to the carrier (for example: the airline) and a written report (or in the case of an airline a Property Irregularity Report) obtained from them

b. all other losses must be reported to the local police within 24 hours of discovery and a written report obtained from them.

2 when not being worn or carried by You, Valuables MUST be kept in a safe or safety deposit box if one is available within the booked accommodation occupied by You or hidden out of sight in Your locked booked accommodation or locked securely in a locker at a sports facility.

3 the Company shall not be liable for more than:

a. £400 any one article, pair or set irrespective of single or joint ownership

b. £400 in total in respect of loss of or damage to Valuables irrespective of single or joint ownership
c. the proportionate value of that part of any pair or set that is lost or damaged.

4 the Company will have the option of repair; replacement, reinstatement or cash payment.

Section 5 – Excess

This insurance does not cover the first £50 per Insured Person (£100 per Family) in respect of each separate incident giving rise to a claim.
Section 6 – Personal Money

This section only applies if shown on Your travel insurance certificate as being included.

The Company shall pay up to £500 in total in respect of loss of personal Money owned solely by You occurring during the Journey.

PROVIDED THAT:

1. When not being carried by You Money MUST be kept in a safe or safety deposit box if one is available within the booked accommodation occupied by You or hidden out of sight in Your locked booked accommodation.

2. All losses must be reported to the police and a written report obtained from them as soon as practicable and in respect of loss of traveller’s cheques and/or credit/pre-paid cards such loss is also reported to the appropriate issuing authority as soon as practicable upon discovery.

3. Loss of currency is limited to the amount permitted by currency regulations in force at the date of the Journey but not exceeding £500.

Section 6 – Excess

This insurance does not cover the first £50 per Insured Person (£100 per Family) in respect of each separate incident giving rise to a claim.

Section 7 – Loss of Passport

The Company shall pay up to £500 in total in respect of the cost of a replacement passport including additional accommodation and travel expenses incurred only by the Insured Person as a result of the loss of their passport occurring whilst on the Journey.

PROVIDED THAT:

1. Upon discovery notification shall be given as soon as practicable to the nearest British Consulate or if not holding a British passport to the Insured Person’s nearest embassy and a written report of the loss obtained from them.

2. When not being carried by the Insured Person the passport MUST be kept in a safe or safety deposit box if one is available within the booked accommodation occupied by You or hidden out of sight in Your locked booked accommodation.

Exclusions Applicable to Sections 5 – Personal Baggage, Section 6 – Personal Money, and Section 7 – Loss of Passport (also see General Exclusions)

This insurance does not cover:

1. Loss, damage, theft or attempt thereat of:
   A. Money, credit cards, passport or personal baggage left unattended in the open or any public place
   B. Your Valuables, Money, credit cards or passport from any Unattended Vehicle or from personal baggage unless carried by hand and under Your personal supervision
   C. personal baggage from any Unattended Vehicle:
      i. between the hours of 8pm and 9am local time
      ii. at any other time unless:
         a. the vehicle has been secured from unauthorised entry and
         b. the personal baggage has been hidden from view and
         c. there is evidence of violent and forcible entry to or exit from the vehicle
   D. personal baggage from any roof rack, external rack or container
   E. mobile telephones.

2. Loss or damage caused by or arising from:
   A. delay, confiscation or detention by Customs or other officials or authorities
   B. fraud or deception.

3. Loss of or damage to:
   A. stamps, documents, contact or corneal lenses, hearing aids, alcohol, tobacco (or tobacco products), perishable goods, motor vehicles (or accessories) or antiques
   B. Golf Equipment, Ski Equipment or Sports Equipment whilst in use
   C. business equipment, goods, samples or tools.
4 Loss or damage due to wear and tear, gradual deterioration, atmospheric or climatic conditions, insects, parasites, vermin, mechanical or electrical breakdown, scratching, denting or any process of cleaning, drying, alteration or repair.

5 Shortages due to error, omission or depreciation in value.

6 Damage to brittle articles (for example teeth or dentures).

7 Damage to computer, radio or audio equipment (for example discs, memory sticks or mp3 players), electronic games or e-books.

8 Golf Equipment, Ski Equipment or Sports Equipment.

Section 8 – Personal Liability

The Company will cover You up to the limit of £2,000,000 in total in respect of:

1 any money that You legally have to pay that relates to an accident during Your Journey which causes:
   A. accidental bodily injury to or death of any person
   B. accidental physical loss of or damage to material property caused by You
   C. accidental physical loss of or damage to temporary holiday accommodation which is not owned by You or a person you are travelling with or a Relative.

2 legal costs and expenses incurred by You in relation to the accident provided that You have obtained the Company’s consent in writing before incurring any costs and expenses.

PROVIDED THAT:

A. the Insured Person:
   i. forwards to the Claims Handler as soon as practicable upon receipt every letter, claim, writ, summons or process
   ii. notifies the Claims Handler in writing when the Insured Person has knowledge of any impending prosecution, inquest, or official inquiry in connection with any such accident

B. no admission, offer, promise, payment or indemnity is made or given by or on behalf of the Insured Person without the written consent of the Company

In the event of the death of the Insured Person the Company will indemnify the legal personal representative of the Insured Person as though they were the Insured Person but only in respect of liability incurred by the Insured Person.

Section 8 – Limit of Indemnity

The liability of the Company under this Section for Damages and claimant’s costs and expenses in respect of one occurrence or of a series of occurrences consequent on or attributable to one source or original cause or incident shall not exceed £2,000,000 in total.

Section 8 – Excess

This insurance does not cover the first £50 per Insured Person.

Section 8 – Exclusions

(also see General Exclusions)

This insurance does not cover:

1 accidental bodily injury to or death, disease or illness of any person under a contract of service or apprenticeship with the Insured Person arising out of and in the course of such contract of service or apprenticeship.

2 liability in respect of loss of or damage to property belonging to or held in trust by or in the charge, care, custody or control of the Insured Person or any member of the Insured Person’s Family other than temporary holiday accommodation occupied (but not owned) by You.

3 liability arising by, through or in connection with the:
   a. ownership of any premises, land or building
   b. ownership, possession, control or use by or on behalf of the Insured Person of any:
      i. motorised vehicle
      ii. aircraft or other aerial device including unpowered flight
      iii. hovercraft or watercraft (other than the use but not ownership of manually propelled watercraft)
      iv. firearm
      v. animal.
4 liability arising from the transmission of any communicable disease or Human Immunodeficiency Virus (HIV) and/or any HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or any mutant derivatives or variations thereof.

5 liability which attaches to the Insured Person by reason of an agreement or contract unless such liability would have attached in the absence of such agreement or contract.

6 punitive, exemplary or any multiple of compensatory Damages.

7 liability arising out of or in connection with the Insured Person’s business, profession or employment.

8 any legal liability arising from or in consequence of any Injury caused by any participant to another participant (player to player) or spectator whilst playing, practicing or training whilst participating in Your sporting activity

Section 9 – Contingent Liability
(Jet Bikes, Jet Skis)

Notwithstanding Exclusion 3.b.i of Section 8 – Personal Liability the Company will indemnify the Insured Person within the terms of Section 8 – Personal Liability in respect of legal liability arising from the use by the Insured Person of any:

1 jet bike or jet ski hired from a licensed operator on inland waterways or coastal waters.

2 snowmobile hired from a licensed operator in circumstances where compulsory insurance or security is not required under any Road Traffic Act or similar legislation (if the winter sports extension is stated in the travel insurance certificate as being included).

PROVIDED THAT:

1 there is no other insurance in force covering the same legal liability.

2 no other insurance is available to the Insured Person at the time of hiring such watercraft /vehicle to cover the Insured Person’s legal liability arising out of its use.

3 the Insured Person is using such watercraft /vehicle with the permission of and in accordance with any instructions given by the licensed hirer.

4 the Insured Person is participating in the activity purely for leisure purposes.

Section 9 – Exclusions
(also see General Exclusions)

This insurance does not cover:

1 loss of, theft or damage to such jet bike, jet ski or snowmobile

2 any organised sports trips, touring, or engaging in the activity as a professional or for competition or where the Insured Person receives any financial reward or gain.

Section 9 – Excess

This insurance does not cover the first £50 per Insured Person.

Section 10 – Delayed Baggage

The Company shall pay up to £400 in total for the emergency purchase of essential items of clothing and personal requisites if during the Journey the Insured Person is deprived of personal baggage taken on the Journey for 12 hours or more from the time of arrival at the pre-booked destination on the outward leg of the Journey due to delay or misdirection by the carrier (for example: airline) such payment being made at the rate of:

– £100 for the first full 12 hour period plus

– an additional £100 for the next full 12 hours plus

– an additional £200 if the period reaches or exceeds 48 consecutive hours.

PROVIDED THAT:

1 the non-arrival of the Insured Person’s personal baggage is reported as soon as practicable to the carrier and a written report (or in the case of an airline a Property Irregularity Report) obtained from them.

2 the Insured Person submits to the Company original receipts for all items purchased together with the carrier’s written report (or Property Irregularity Report) and written confirmation from the carrier of the number of hours delay.

Section 10 – Exclusions
(also see General Exclusions)

This insurance does not cover personal baggage delayed or detained by customs or other officials.
Section 11 – Travel Delay

The Company shall pay up to the limits shown below in total in respect of additional expenses incurred directly as a result of strike, industrial action, riot or civil commotion, adverse weather conditions or mechanical breakdown of the booked mode of transport resulting in a delay of at least 12 hours in the departure of any coach, train, sea vessel or aircraft in which the Insured Person is booked to travel on any leg of the Journey.

1 Compensation

The Company will pay the Insured Person:
– £50 for the first 12 hours delay in any single leg of the Journey plus
– £25 for each subsequent period of 12 hours delay in the same leg of the Journey and
– £25 for each period of 12 hours delay on any subsequent leg of the Journey

Subject to an overall maximum payment of £400 for all legs of the Journey.

2 Cancellation

If after 24 hours delay in departure on the initial outward leg of the Journey the Insured Person wishes to cancel their Journey the Company will reimburse the irrecoverable loss of deposits, instalments and balances paid or contracted to be paid of such Journey in respect of travel and accommodation up to but not exceeding £5,000 in total.

PROVIDED THAT in respect of 1. Compensation and 2. Cancellation:

1 the Insured Person obtains written confirmation from the carrier (or their handling agents) of the number of hours delay in departure of such mode of transport from the time shown in the itinerary and the reasons for such delay.

2 no warning of any such strike, riot, civil commotion, industrial action or inclement weather resulting in a claim under this Section had been given prior to booking the Journey or commencement of the Period of Insurance (whichever is the later).

3 in respect of 2. Cancellation – if any part of the Journey has been booked using incentive, gift or promotional vouchers or points the Company will have the option to replace such items with alternative vouchers or to pay for the equivalent replacement travel or accommodation or pay the cash equivalent thereof.

Section 11 – Excess

This insurance does not cover the first £50 per Insured Person (£100 per Family) in respect of 2. Cancellation for each separate incident giving rise to a claim.

Exclusions applicable to Section 11 – please see below Section 12.

Section 12 – Missed Departure

The Company shall reimburse the Insured Person up to £1,000 (or 100% of the final invoiced cost of the Journey whichever is less) in respect of additional and otherwise irrecoverable travel and accommodation expenses which the Insured Person necessarily incurs to purchase a ticket for an alternative Journey to reach their overseas destination or return from the overseas destination to their home within the United Kingdom or the Channel Islands as a consequence of:

1 mechanical breakdown or strike, riot, civil commotion, industrial action or adverse weather conditions commencing during the Period of Insurance and causing interruption of scheduled public transport services PROVIDED THAT no warning of such strike, riot, civil commotion, industrial action or adverse weather conditions had been given prior to booking the Journey or commencement of the Period of Insurance (whichever is the later).

2 accident or mechanical failure of the private motor vehicle in which the Insured Person is travelling PROVIDED THAT the private motor vehicle has been serviced in accordance with the manufacturer’s recommendations.
3 abnormal and unforeseeable traffic congestion which the Insured Person can prove resulted in an increase of more than three hours in the time that such Journey would normally take and which causes the Insured Person to arrive at the coach terminal, rail terminal, port or airport too late to board the coach, train, sea vessel or aircraft upon which they had been booked to travel on their:

A. final international departure on the outbound Journey from the United Kingdom or Channel Islands
B. final international departure on the return Journey to the United Kingdom or Channel Islands
C. for Northern Ireland residents final international departure on the outbound Journey from an airport in the Republic of Ireland to a destination outside the United Kingdom
D. for Northern Ireland residents final international departure on the return Journey to an airport in the Republic of Ireland from a destination outside the United Kingdom.

Section 12 – Excess

This insurance does not cover the first £50 per Insured Person (£100 per Family) in respect of each separate incident giving rise to a claim.

Exclusions applicable to Section 11 and Section 12 (also see General Exclusions)

This insurance does not cover claims arising if the Insured Person fails to:

1 take all steps to check in at the coach terminal, rail terminal, port or airport according to the official itinerary supplied and obtain:
   a. written confirmation from the carriers (or their handling agents) of the number of hours delay and the reason for such delay or
   b. a repairer’s report in the event of a claim in respect of accident, damage to or breakdown of the private motor vehicle in which the Insured Person was travelling.

Section 13 – Hospitalisation/Unprovoked Assault/Hijack and Kidnap Benefit

The Company shall pay the Insured Person £50 for each full period of 24 hours during the Journey that the Insured Person:

1 spends in hospital as an inpatient or is confined to their room on the orders of a Medical Practitioner as a result of physical medical incapacity (other than over exposure to the natural elements).

PROVIDED THAT:

A. the Company has accepted liability under Section 1 – Medical and Other Expenses – covers A or B for the costs of such hospitalisation or consultation with a Medical Practitioner or treatment received from a Medical Practitioner or would have accepted liability for such costs had they been incurred outside of the United Kingdom or the Channel Islands
B. the Insured Person provides to the Company within 30 days of returning from the Journey a medical certificate confirming the period of hospitalisation or room confinement and the cause of such hospitalisation or confinement. In the event that the Insured Person is hospitalised as a direct result of malicious and unprovoked assault by any person or persons not known to them this benefit will be doubled provided that the Insured Person reports the matter to the police as soon as practicable and provides the Company within 30 days of returning from the Journey with a police report confirming the incident.
2 is unlawfully detained against their will (whether hijacked, kidnapped or otherwise) by any person or persons not known to them provided that the Insured Person reports the matter to the police as soon as practicable upon their release and provides the Company within 30 days of returning from the Journey with a police report confirming they were unlawfully detained and the dates of such detention.

subject to a maximum overall benefit of £1,000 (proportionately increased in respect of any successful claim under benefit 1 above due to malicious and unprovoked assault by any person or persons not known to the Insured Person subject to an overall maximum benefit of £2,000).

Section 14 – Catastrophe/Crisis

The Company shall pay the Insured Person £50 for each full period of 24 hours up to a maximum of £500 in total in respect of additional and otherwise irrecoverable accommodation and travel expenses incurred by the Insured Person as a result of being forced to move from the accommodation booked in advance for the Journey following an emergency or a government, provincial government, municipal or local declaration of such emergency occurring during the Journey.

Section 15 – Loss of Pet Documentation

The Company shall pay up to £500 in total in respect of replacement costs and additional accommodation, quarantine, storage and travel expenses incurred by the Insured Person as a direct result of the loss of pet travel documentation in respect of any pet covered by such scheme owned by the Insured Person and which had accompanied them on the Journey.

PROVIDED THAT:

1 upon discovery notification is given to the carrier as soon as practicable and if necessary to the appropriate issuing authorities and all steps taken to obtain duplicate copies without undue delay.

2 when not being carried by the Insured Person all pet travel documentation is kept in a safe or safety deposit box if one is available within the booked accommodation occupied by the Insured Person.

3 no claim shall be payable unless the Insured Person can provide proof that as at the intended date of return to the United Kingdom or the Channel Islands had the pet travel scheme documentation not been lost it would have been valid, complete and would in the ordinary course of events have enabled the applicable pet to enter and stay within the United Kingdom or the Channel Islands without additional quarantine or restriction.

Section 15 – Excess

This insurance does not cover the first £50 in respect of each separate incident giving rise to a claim.

Section 15 – Exclusions (also see General Exclusions)

This insurance does not cover:

1 theft or attempted theft of pet travel scheme documentation:
   a. left unattended in the open or any public space
   b. from any Unattended Vehicle or from personal baggage unless carried by hand and under the personal supervision of the Insured Person.

2 any claim caused by or arising from:
   a. loss of pet travel scheme documentation that would not (had it not been lost) have been complete and valid as at the Insured Person’s intended date of return to the United Kingdom or the Channel Islands
   b. delay, confiscation or detention by Customs or other officials or authorities other than as a direct result of the loss of valid pet travel scheme documentation
   c. fraud or deception.
Section 16 – Seat Bumping

The Company shall pay the Insured Person £200 in total in the event that he/she is unable to travel on any publicly licensed scheduled flight upon which he/she has reserved a seat and was due to fly on any leg of the Journey solely as a result of such seat being unavailable due to overbooking by the airline.

PROVIDED THAT:

1. the Insured Person obtains a signed statement from the carrier or airline confirming that he/she is not travelling on the flight solely as a result of the seat being unavailable due to overbooking by such airline.

2. the Insured Person has complied with the airline's:
   a. terms of carriage
   b. minimum connecting and/or check in times or if not published allowed a minimum of three hours for international flights and one and a half hours for domestic flights.

3. the amount the Company will pay will be reduced by any amount of compensation or payment made to the Insured Person by the airline in respect of the same event.

Section 16 – Exclusions
(also see General Exclusions)

This insurance does not cover:

1. any claim arising as a result of the Insured Person voluntarily giving up their seat on the flight

2. any claim arising where the Insured Person has failed to:
   a. take all steps to comply with the airline's terms of carriage
   b. allow sufficient time to arrive at the airport with expectation of meeting the airline's scheduled check in time.

Section 17 – Financial Failure Insurance

The Company shall pay the Insured Person up to £5,000 in total as a result of the Financial Failure of an End Supplier in respect of:

1. irrecoverable loss of sums paid or contracted to be paid or
2. additional travel or accommodation costs incurred by the Insured Person(s) in replacing that part of the Journey to a similar standard as had been booked prior to the Financial Failure of the End Supplier.

PROVIDED THAT no warning of any such Financial Failure of an End Supplier had been given prior to booking the Journey or commencement of the Period of Insurance (whichever is the later).

Section 17 – Exclusions
(see also General Exclusions)

1. The Company shall not be liable for more than £5,000 or the otherwise irrecoverable sums paid or contracted to be paid whichever is less per Insured Person.

2. The Company shall not be liable for any additional travel and/or accommodation costs not notified to and authorised by the Assistance Company prior to such costs being incurred.

3. The Company shall not be liable for the costs arising out of Financial Failure of:
   i. an End Supplier who is bonded or insured elsewhere (even if the bond is insufficient to meet the claim)
   ii. any travel agent, tour organiser, booking agent or consolidator with whom the Insured Person has booked travel and/or accommodation.

4. Any loss for which a third party is liable or which can be recovered by other legal means.

5. Any losses that are not directly associated with the incident that caused You to claim.

6. Any claim(s) submitted after the six months following the Financial Failure of the End Supplier.
Activities Covered

The category of activity You are covered for is shown on Your travel insurance certificate.

You must follow Association rules or guidelines. This especially applies to the use of correct protective headgear, guards and equipment.

Selected activities are covered (including organised sports trips and tours and engaging in an activity as a professional and where You receive any financial reward or gain)

In respect of each Insured Person the following activities are covered as standard during the Period of Insurance.

Abseiling
Aerial Safaris (with a licensed operator)
Angling
Archery (supervised)
Badminton
Banana Boating
Beach Games
Boccia
Bowling
Bowls
Boxing Training (no contact)
Bungee Jumping (with a licensed operator)
Camel Riding
Clay Pigeon Shooting (supervised)
Cricket
Croquet
Curling
Cycling (non-competitive, sportives, etapes and mountain biking on designated tracks) Elephant Riding/Trekking (supervised)
Eton Fives
Fell Running
Fell Walking
Fencing
Fishing
Fitness Training and Gym Work
Floorball
Goalball
Golf
Gymnastics (non-competitive)
Handball
Hang Gliding (tandem with a licensed operator)

High Diving (from a purpose built diving board over a man-made pool)
High Ropes (with a licensed operator)
Hiking (established and documented paths/tracks and mapped routes)
Hot Air Ballooning
Horse Riding (protective headgear must be worn. Excluding hunting, jumping and competitive riding)
Ice Skating (non-competitive)
Jet Boating (as a passenger)
Jet Skiing (with a licensed operator)
Korfball
Mechanics
Netball
Obstacle Course Racing
Orienteering
Paddle Boarding (within half a mile of the coast)
Paragliding (tandem with a licensed operator)
Parasailing (towed by boat by a licensed operator)
Parachuting (static line or tandem with a licensed operator)
Pedalo
Pony Trekking (protective headgear must be worn)
Quad Biking (non-competitive, booked with a licensed operator and protective headgear must be worn)
Racket Ball
Rambling
Refereeing and Umpiring
River Canoeing, Kayaking and Rafting (in calm water excluding sea or white water grade 4 or above)
Roller Blading
Rounders
Rowing (inland waters)
Running (including marathons in major cities)
Safaris (provided that the Insured Person will not be using a firearm or bow and arrows and it is booked with a licensed operator)
Sail Boarding
Sailing and Yachting (within 12 miles of the coast)
Sand Safaris
Sand Surfing
Scuba Diving (to a depth of 10 metres as standard or to a depth of 30 metres maximum as long as you have PADI or equivalent qualification to dive to that depth or you are diving with a licensed and fully qualified instructor; there is no cover if you are flying within 24 hours of last dive or solo diving)
Sea Canoeing (within half a mile of the coast)
Sea Kayaking (within half a mile of the coast)
Skating
Snorkelling
Softball
Squash
Surfing
Swimming (in swimming pool or within half a mile of the coast)
Table Tennis
Technical Support (coach, manager and technicians)
Ten Pin Bowling
Tennis
Trekking (established, documented, paths/tracks/mapped routes with a licensed professional local guide)
Tug-of-War
Underground Activities (as part of an organised excursion or tour)
Via Ferrata
Volleyball
War Games
Water Polo
Water Skiing (excluding jumping)
Weightlifting (non-competitive)
Wheelchair Racing
Wheelchair Tennis
Wind Surfing (non-competitive)

The following recreational winter sports are covered as standard if the winter sports extension is taken (excluding competitions):

Cross Country Skiing (on recognised paths)
Husky Sledging (as a passenger booked with a licensed operator)
Skiing/Snowboarding excluding ski touring (including off piste in areas considered safe by the ski resort management or local ski school)
Ski Boarding
Sledging
Sleigh Riding (with a licensed operator)
Snowmobiling (with a licensed operator)
Snowshoeing (in areas considered safe by the ski resort management or local ski school)
Telemark Skiing (in areas considered safe by the ski resort management or local ski school)

Additional activities Categories 1-3 are covered if shown as covered for each Insured Person in the travel insurance certificate and appropriate additional premium has been paid.

Category 1

Aquathlon
Bike Polo
Clay Pigeon Shooting (competition)
Cycling (road and track competition)
Cyclocross Racing
Cycle Speedway
Deep Sea Fishing (within 12 miles of the coast)
Dragon Boat Racing (on inland waterways or within half a mile of the coast)
Dressage
Duathlon
Field Hockey
Football
Gymnastics (Competitive)
Ice Skating
Ironman
Lacrosse
Open Water Swimming (must be organised and with a support boat)
Outrigger Canoeing (up to grade 3)
Pistol Shooting
Rifle Shooting
Roller Hockey
Rowing (within half a mile of the coast)
Scuba Diving (to a depth of 40 metres maximum as long as You have PADI or equivalent qualification to dive to that depth or You are diving with a licensed and fully qualified instructor. There is no cover if You are flying within 24 hours of last dive or solo diving.)

Skateboarding

Touch Rugby

Tough Guy

Triathlon

Weight Lifting (competition)

Windsurfing (competition within 12 miles of the coast)

Wheelchair Fencing

If the winter sports extension is taken Category 1 includes:

Biathlon (winter)

Cross Country Skiing (competition)

Mono Skiing (on snow)

Category 2

Includes all Category 1 activities plus:

Aikido

BMX (racing and training)

Car Track days (run under accredited National Sporting Authorities’ regulations)

Ice Hockey

Jiu Jitsu (excluding Brazilian Jiu Jitsu)

Judo

Kendo

Land Skiing

Marathon des Sables

Modern Pentathlon

Polo

Rugby League (amateur)

Rugby Union (amateur)

Scuba Diving (to a depth of 50 metres maximum as long as You have PADI or equivalent qualification to dive to that depth or You are diving with a licensed and fully qualified instructor. There is no cover if You are flying within 24 hours of last dive or solo diving.)

Sea Kayaking (within 12 miles of the coast)

Sea Canoeing (within 12 miles of the coast)

Short Track Speed Skating

Shotakan Karate

Taekwondo

Wushu

If the winter sports extension is taken Category 2 includes all Category 1 activities plus:

Skiing (competition excluding freestyle and jumping)

Snowboarding (competition excluding free style and jumping)

Tobogganing

Category 3

Includes all Category 1 and 2 activities plus:

Australian Rules football

Deep Sea Fishing

Gaelic Football

Gliding

Go Karting (on licensed circuits)

Hang Gliding

Kite Surfing

Mountain Biking (competition on designated tracks)

Motor Racing (FIA/MSA approved)

Outrigger Canoeing (grades 4 & 5)

Parachuting (excluding free fall)

Power Boating (competitive)

River Canoeing, Kayaking and Rafting (grades 4 & 5)

Sailing and Yachting (beyond 12 miles of the coast but excluding cross ocean)

Wheelchair Rugby

If the winter sports extension is taken Category 3 includes all Category 1 and 2 activities plus:

Heli-Skiing (with a licensed operator and local guide)

Ski Touring (with a fully locally licensed guide provided that all instructions given by the guide are followed)
Important Notice

There is no cover under Section 8 – Personal Liability whilst participating in any of the activities set out in Category 1, 2 or 3.

If Your activity is not listed then please contact Your insurance broker to see if cover can be offered.

Helpful Hints for Your Winter Sports Journey

1. Whilst skiing is fun there are rules and regulations that apply and You can be prosecuted for behaving in a reckless or dangerous manner. You should read and understand the 10 International Ski Federation (FIS) rules for the Conduct of Skiers and Snowboarders.

2. If You are not skiing with an instructor or guide You should check that the area You wish to ski in is suitable for a skier of Your level – obtain advice from the local ski school.

3. When leaving skis in racks try to liaise with a friend to ensure that skis are not left in pairs – ‘mix and match them’ as thieves prefer only to take pairs.

NEVER SKI IN CLOSED AREAS IT IS EXTREMELY DANGEROUS AND MAY INVALIDATE INSURANCE COVER

Optional Winter Sports Extension

The following Sections 18, 19, 20 and 21 only apply if the winter sports extension is shown in Your travel insurance certificate as being included.

Section 18 – Ski Equipment

The Company shall pay up to £750 in total (after taking into account a deduction for wear and tear and depreciation) in respect of accidental permanent loss of or damage to Ski Equipment being the property or responsibility of the Insured Person occurring during the Journey.

PROVIDED THAT:

1. the Company shall not be liable for more than:
   a. £300 in total in respect of Ski Equipment hired by or to the Insured Person
   b. £500 in total in respect of any one article, pair or set irrespective of single or joint ownership.

2. The Company shall have the option of repair, replacement, reinstatement or cash payment.

Section 18 – Excess

This insurance does not cover the first £50 per Insured Person (£100 per Family) in respect of each separate incident giving rise to a claim.

Section 18 – Exclusions
(also see General Exclusions)

This insurance does not cover:

1. Sports Equipment other than Ski Equipment

2. Loss or damage caused by or arising from:
   a. delay, confiscation or detention by Customs or other officials or authorities;
   b. fraud or deception.

3. Loss of or damage to Ski Equipment whilst in use.

4. Loss or damage due to wear and tear, gradual deterioration, atmospheric or climatic conditions, insects, parasites, vermin, mechanical or electrical breakdown, scratching, denting or any process of cleaning, drying, alteration or repair.

5. Shortages due to error, omission or depreciation in value.

6. Theft or attempted theft of Ski Equipment from any Unattended Vehicle:
   i. between the hours of 8pm and 9am local time
   ii. at any other time unless such vehicle has been secured from unauthorised entry and the Ski Equipment is:
      a. hidden from view within the vehicle or
      b. secured within a purpose-built lockable container fastened to the exterior of the vehicle and there is evidence that such theft involved violent and forcible means.

7. Theft or loss of Ski Equipment not reported to the local police within 24 hours and a written report obtained from them.
Section 19 – Ski Equipment Hire Charges

The Company shall pay up to £400 in total in respect of the necessary charges for the emergency hire of Ski Equipment if the Insured Person is deprived of the Ski Equipment taken on the Journey for 12 hours or more from the time of arrival at the booked destination on the outward leg of the Journey due to delay or misdirection by the carrier (e.g. airline).

PROVIDED THAT:

1. the non-arrival of the Insured Person's Ski Equipment is reported as soon as practicable to the carrier and a written report (or in the case of an airline a Property Irregularity Report) obtained from them.

2. the Insured Person submits to the Company the receipts for all hire charges together with the carrier's written report (or Property Irregularity Report) and written confirmation from the carrier of the number of hours delay.

Section 20 – Piste Closure

This Section is only valid for Journeys during peak season of the ski resort you are visiting.

The Company shall pay up to £300 in total if it is not possible for the Insured Person to ski in the pre-booked resort in which he had intended to ski due to the total closure of all on-piste skiing facilities. We will pay compensation at a rate of £50 per day up to the maximum of £300.

The Insured Person must provide the Company with written confirmation from the tour operator's representative (or if unavailable – the ski lift operators) of the dates of closure.

Section 21 – Unused Ski Pack

The Company shall pay up to £500 in total in respect of the proportional return of the irrecoverable pre-booked cost of the lift pass, ski-school or Ski Equipment hire as a direct result of the Insured Person sustaining accidental bodily injury or suffering the onset of illness during the Journey which prevents them from using skiing facilities whilst certified medically unfit to do so.

PROVIDED THAT

The Company has accepted liability under Section 1 – Medical and Other Expenses for the medical, hospital or treatment costs or expenses incurred in respect of such injury or illness or would have accepted liability for such costs or expenses had they been incurred outside of the United Kingdom or the Channel Islands.

Optional Golf Cover Extension

The following Sections 22, 23 and 24 only apply if Golf Cover extension is shown in your travel insurance certificate as being included.

Section 22 – Golf Equipment Extension

The Company shall pay up to £1,000 in total (after taking in to account a deduction for wear and tear and depreciation) in respect of accidental permanent loss of or damage to Golf Equipment being the property or responsibility of the Insured Person occurring during the Journey.

PROVIDED THAT:

1. the Company shall not be liable for more than:
   a. £100 in total in respect of Golf Equipment hired by or to the Insured Person
   b. £800 in total in respect of any one article, pair or set irrespective of single or joint ownership.

2. the Company shall have the option of repair, replacement, reinstatement or cash payment.

Section 22 – Excess

This insurance does not cover the first £50 per Insured Person (£100 per family) in respect of each separate incident giving rise to a claim.
Section 23 – Golf Equipment Hire Charges

The Company shall pay up to £200 in total in respect of the necessary charges for the emergency hire of Golf Equipment if the Insured Person is deprived of their own Golf Equipment taken on the Journey as a result of such owned Golf Equipment being lost, stolen, damaged or delayed on the outward leg of the Journey.

PROVIDED THAT:

1. the non-arrival of the Insured Person’s Golf Equipment is reported as soon as practicable to the carrier and a written report (or in the case of an airline a Property Irregularity Report) obtained from them.

2. the Insured Person submits to the Company the receipts for all hire charges together with the carrier’s written report (or Property Irregularity Report) and written confirmation from the carrier of the number of hours delay.

Exclusions applying to Sections 22 and 23 (see also the General Exclusions)

This insurance does not cover:

1. Sports Equipment other than Golf Equipment

2. Loss or damage caused by or arising from:
   a. delay, confiscation or detention by Customs or other officials or authorities
   b. fraud or deception.

3. Loss of or damage to Golf Equipment whilst in use.

4. Loss or damage due to wear and tear, gradual deterioration, atmospheric or climatic conditions, insects, parasites, vermin, mechanical or electrical breakdown, scratching, denting or any process of cleaning, drying, alteration or repair.

5. Shortages due to error, omission or depreciation in value.

6. Golf Equipment left unattended in a public space.

7. Theft or attempted theft of Golf Equipment from any Unattended Vehicle:
   i. between the hours of 8pm and 9am local time
   ii. at any other time unless such vehicle has been secured from unauthorised entry and the Golf Equipment is hidden from view within the vehicle and there is evidence that such theft involved violent and forcible means.

8. Theft or loss of Golf Equipment not reported to the local police as soon as practicable and a written report obtained from them.

Section 24 – Unused Green Fees

The Company shall pay up to £300 in total in respect of the irrecoverable pre-booked cost of the green fees as a direct result of the Insured Person sustaining accidental bodily injury or suffering the onset of illness during the Journey which prevents them from playing golf at a course whilst certified medically unfit to do so provided that the Company has accepted liability under Section 1 – Medical and Other Expenses for the medical, hospital or treatment costs or expenses incurred in respect of such injury or illness or would have accepted liability for such costs or expenses had they been incurred outside of the United Kingdom or Channel Islands.

Section 24 – Exclusions
(see also General Exclusions)

This insurance does not cover green fees recoverable elsewhere.

Section 25 – Sports Equipment Extension

This section only applies if shown on Your travel insurance certificate as being included and the additional premium has been paid.

1 Sports Equipment

To pay up to £3,000 in total (after taking into account a deduction for wear and tear and depreciation) in respect of accidental permanent loss of or damage to Sports Equipment being the property or responsibility of the Insured Person occurring during the Journey.

PROVIDED THAT:

1. any loss of or damage to Sports Equipment occurring in transit is reported as soon as practicable upon discovery to the carrier (e.g. airline) and a written report (or in the case of an airline a Property Irregularity Report) obtained from them.

2. all other losses must be reported to the local police within 24 hours of discovery and a written report obtained from them.
2 The Company shall not be liable for more than:
   a. £300 in total in respect of Sports Equipment hired by or to the Insured Person
   b. £1,000 in total in respect of any one article, pair or set irrespective of single or joint ownership
   c. The proportionate value of that part of any pair or set that is lost or damaged
3 The Company will have the option of repair, replacement, reinstatement or cash payment.

2 Sports Equipment Hire Charges
To pay up to £300 in total in respect of the necessary charges for the emergency hire of Sports Equipment if You are deprived of the Sports Equipment taken on the Journey for 12 hours or more from the time of arrival at the booked destination on the outward leg of the Journey due to delay or misdirection by the carrier (for example the airline).

PROVIDED THAT:
1 the non-arrival of the Insured Person’s Sports Equipment is reported as soon as practicable to the carrier and a written report (or in the case of an airline a Property Irregularity Report) obtained from them;
2 the Insured Person submits to the Company the receipts for all hire charges together with the carrier’s written report (or Property Irregularity Report) and written confirmation from the carrier of the number of hours delay.

Section 25 – Sub-section 1 – Excess
This insurance does not cover the first £50 per Insured Person (£100 per Family) in respect of each separate incident giving rise to a claim.

Section 25 – Exclusions
(see also General Exclusions)
This insurance does not cover:
1 Golf Equipment and Ski Equipment.
2 Loss or damage caused by or arising from:
   a. delay, confiscation or detention by Customs or other officials or authorities
   b. fraud or deception.
3 Loss of or damage to Sports Equipment whilst in use.

4 Loss or damage due to wear and tear, gradual deterioration, atmospheric or climatic conditions, insects, parasites, vermin, mechanical or electrical breakdown, scratching, denting or any process of cleaning, drying, alteration or repair.
5 Shortages due to error, omission or depreciation in value.
6 Sports Equipment left unattended in a public space.
7 Theft or attempted theft of Sports Equipment from any Unattended Vehicle
   i. between the hours of 8pm and 9am local time
   ii. at any other time unless such vehicle has been secured from unauthorised entry and the Sports Equipment is hidden from view within the vehicle and there is evidence that such theft involved violent and forcible means
   iii. theft or loss of Sports Equipment not reported to the local police within 24 hours and a written report obtained from them.

Section 26 – Legal Expenses
Important – DAS Legal Expenses Insurance Company Limited (DAS) is the underwriter and provides the legal protection insurance under this section of Your policy. The legal advice service is provided by DAS Law Limited and/or a Preferred Law Firm on behalf of DAS.

DAS agrees to provide the insurance described in this Section subject to the terms, conditions, exclusions and limitations set out in this Section, provided that:
1 Reasonable Prospects exist for the duration of the claim;
2 the Date of Occurrence of the Insured Incident is during the Operative Time of Cover;
3 any legal proceedings will be dealt with by a court or other body which DAS agree to, within the Geographical Limits and
4 the Insured Incident happens within the Geographical Limits.
What DAS will pay

DAS will pay an Appointed Representative, on behalf of the Insured Person, Costs and Expenses incurred following an Insured Incident, provided that:

a. the most DAS will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £50,000

b. the most DAS will pay in Costs and Expenses is no more than the amount DAS would have paid to a Preferred Law Firm. The amount DAS will pay a law firm (where acting as an Appointed Representative) is currently £100 per hour. This amount may vary from time to time

c. in respect of an appeal or the defence of an appeal, the Insured Person must tell DAS within the time limits allowed that the Insured Person wants to appeal. Before DAS pay the Costs and Expenses for appeals, DAS must agree that Reasonable Prospects exist

d. for an enforcement of judgment to recover money and interest due to the Insured Person after a successful claim under this section, DAS must agree that Reasonable Prospects exist and

e. where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most DAS will pay in Costs and Expenses is the value of the likely award.

What DAS will not pay

In the event of a claim, if the Insured Person decides not to use the services of a Preferred Law Firm, the Insured Person will be responsible for any costs that fall outside the DAS Standard Terms of Appointment and these will not be paid by DAS.

Additional Definitions applicable to this Section

Also refer to the Policy Definitions on page 14

The following Definitions apply to this Section and shall keep the same meaning wherever they appear in this Section If there is a conflict between a definition in this section and a definition elsewhere in this policy, the definition in this section will apply.

Appointed Representative

The Preferred Law Firm, law firm or other suitably qualified person DAS will appoint to act on behalf of the Insured Person.

Costs and Expenses

i. All reasonable and necessary costs chargeable by the Appointed Representative and agreed by DAS in accordance with the DAS Standard Terms of Appointment.

ii. The costs incurred by opponents in civil cases if the Insured Person has been ordered to pay them or the Insured Person pays them with DAS’ agreement.

DAS Standard Terms of Appointment

The terms and conditions (including the amount DAS will pay to an Appointed Representative) that apply to the relevant type of claim which could include a conditional fee agreement (no win, no fee). Where a law firm is acting as an Appointed Representative the amount is currently £100 per hour. This amount may vary from time to time.

DAS

DAS Legal Expenses Insurance Company Limited.

Date of Occurrence

The date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the Date of Occurrence is the date of the first of these events. (This is the date the event happened, which may be before the date the Insured Person first became aware of it.)

Insured Incident

A specific or sudden accident that causes death or bodily injury to the Insured Person.

Insured Person

Each person stated in the travel insurance certificate as being insured, provided that such person is resident in the United Kingdom or the Channel Islands with a permanent address in the United Kingdom or the Channel Islands and registered with a Medical Practitioner in the United Kingdom or the Channel Islands.
Preferred Law Firm

A law firm or barristers' chambers DAS choose to provide legal services. These legal specialists are chosen as they have the proven expertise to deal with the Insured Person's claim and must comply with DAS' agreed service standard levels which DAS audit regularly. They are appointed according to the DAS Standard Terms of Appointment.

Reasonable Prospects

For civil cases, the prospects that the Insured Person will recover losses or damages (or obtain any other legal remedy that DAS have agreed to, including an enforcement of judgment), make a successful defence or make a successful appeal or defence of an appeal, must be at least 51%.

DAS, or a Preferred Law Firm on DAS' behalf, will assess whether there are Reasonable Prospects.

Exclusions

DAS will not pay for the following:

1 A claim where an Insured Person has failed to notify DAS of the Insured Incident within a reasonable time of it happening and where this failure adversely affects the Reasonable Prospects of a claim or DAS consider their position has been prejudiced.

2 An incident or matter arising before the start of this cover.

3 Costs and Expenses incurred before DAS' written acceptance of a claim.

4 any claim relating to any illness or bodily injury that happens gradually or is not caused by a specific or sudden accident.

5 any claim relating to psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury to an Insured Person.

6 defending an Insured Person's legal rights, but DAS will cover defending a counterclaim.

7 any claim relating to clinical negligence.

8 Fines, penalties, compensation or damages that a court or other authority orders an Insured Person to pay.

9 Any legal action an Insured Person takes that DAS or the Appointed Representative have not agreed to, or where an Insured Person does anything that hinders DAS or the Appointed Representative.

10 Any claim relating to written or verbal remarks that damage an Insured Person's reputation.

11 A dispute with DAS not otherwise dealt with under section condition 7.

12 Costs and Expenses arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.

13 A claim caused by, contributed to by, or arising from:
   a. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
   b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
   c. war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup, or any other act of terrorism or alleged act of terrorism as defined in the Terrorism Act 2000;
   d. pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

14 A claim directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date.

15 Any Costs and Expenses that are incurred where the Appointed Representative handles the claim under a contingency fee arrangement.

16 A claim against DTW 1991 Underwriting Limited, its group companies or its agents.

17 A claim against any insurance intermediary agent of DTW 1991 Underwriting Limited.

18 A claim relating to Deep Vein Thrombosis or its symptoms that result from an Insured Person travelling by air.

19 Any claim where the Insured Person is not represented by a law firm or barrister.

The Legal Expenses Insurer and/or their servants and agents shall not be liable for:

1 the failure or any consequence of the failure of the Company or their servants or agents to satisfy in all or in part their obligations under this policy,
2. Any errors or omissions or any consequence thereof in the advice, service or assistance given by the Company or their servants or agents in respect of the cover provided under any Section other than Legal Expenses.

3. The failure or any consequence of the failure of the Company or their servants or agents to satisfy in all or in part their obligations under this policy;

4. Any errors or omissions or any consequence thereof in the advice, service or assistance given by the Company or their servants or agents in respect of the cover provided under any Section other than Legal Expenses.

**Conditions**

1. a. On receiving a claim, if legal representation is necessary, DAS will appoint a Preferred Law Firm as the Insured Person’s Appointed Representative to deal with the Insured Person’s claim. They will try to settle an Insured Person’s claim by negotiation without having to go to court.

   b. If the appointed Preferred Law Firm cannot negotiate settlement of the Insured Person’s claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then the Insured Person may choose a law firm to act as the Appointed Representative.

   c. If the Insured Person chooses a law firm as their Appointed Representative who is not a Preferred Law Firm, DAS will give the Insured Person’s choice of law firm the opportunity to act on the same terms as a Preferred Law Firm. However, if they refuse to act on this basis, the most DAS will pay is the amount DAS would have paid if they had agreed to the DAS Standard Terms of Appointment. The amount DAS will pay a law firm (where acting as the appointed representative) is currently £100 per hour. This amount may vary from time to time.

   d. The Appointed Representative must co-operate with DAS at all times and must keep DAS up to date with the progress of the claim.

2. a. An Insured Person must co-operate fully with DAS and the Appointed Representative.

   b. An Insured Person must give the Appointed Representative any instructions that DAS ask an Insured Person to.

3. a. An Insured Person must tell DAS if anyone offers to settle a claim. An Insured Person must not negotiate or agree to a settlement without DAS’ written consent.

   b. If an Insured Person does not accept a reasonable offer to settle a claim, DAS may refuse to pay further legal Costs and Expenses.

   c. DAS may decide to pay an Insured Person the value of the Insured Person’s claim, instead of starting or continuing legal action. In these circumstances an Insured Person must allow DAS to take over and pursue or settle any claim on behalf of an Insured Person. An Insured Person must also allow DAS to pursue at DAS own expense and for DAS own benefit, any claim for compensation against any other person and an Insured Person must give DAS all the information and help DAS need to do so.

4. a. An Insured Person must instruct the Appointed Representative to have legal Costs and Expenses taxed, assessed or audited if DAS ask for this.

   b. An Insured Person must take every step to recover Cost and Expenses and court attendance and jury service expenses that DAS have to pay and must pay DAS any amounts that are recovered.

5. If the Appointed Representative refuses to continue acting for an Insured Person with good reason, or if an Insured Person dismisses the Appointed Representative without good reason, the cover DAS provide will end immediately, unless DAS agree to appoint another Appointed Representative.

6. If an Insured Person settles or withdraws a claim without DAS’ agreement, or does not give suitable instructions to the Appointed Representative, DAS can withdraw cover and will be entitled to reclaim from an Insured Person any Costs and Expenses DAS has paid.

7. If there is a disagreement between you and DAS about the handling of a claim and it is not resolved through DAS’ internal complaints procedure you can contact the Financial Ombudsman Service for help. This is a free arbitration service for eligible consumers, small businesses, charities and trusts. (Details available from www.financial-ombudsman.org.uk)
If your dispute is not covered by the Financial Ombudsman Service there is a separate arbitration process available. The arbitrator will be a barrister, solicitor or other suitably qualified person chosen jointly by you and DAS. If there is a disagreement over the choice of arbitrator, DAS will ask the Chartered Institute of Arbitrators to decide. The arbitrator will decide who will pay the costs of the arbitration. For example, costs may be split between you and DAS or may be paid by either you or DAS.

8 DAS may require an Insured Person to get, at the Insured Person’s expense, an opinion from an expert that DAS considers appropriate on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by DAS and the cost agreed in writing between the Insured Person and DAS. Subject to this, DAS will pay the cost of getting the opinion if the expert’s opinion indicates that it is more likely than not that the Insured Person will recover damages (or obtain any other legal remedy that DAS have agreed to) or make a successful defence.

9 An Insured Person must:
   a. keep to the terms and conditions of this section
   b. take reasonable steps to avoid and prevent claims
   c. take reasonable steps to avoid incurring unnecessary costs
   d. send everything DAS asks for in writing and
   e. report to DAS full and factual details of any claim as soon as possible and give DAS any information DAS need.

10 DAS will, at DAS’ discretion, void this section (make it invalid) from the date of claim, or alleged claim, and/or DAS will not pay the claim if:
   a. a claim an Insured Person has made to obtain benefit under this section is fraudulent or intentionally exaggerated, or
   b. a false declaration or statement is made in support of a claim.

11 Apart from DAS, an Insured Person is the only person who may enforce all or any part of this section and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to this section in relation to any third-party rights or interest.

12 If any claim covered under this section is also covered by another policy, or would have been covered if this section did not exist, DAS will only pay DAS’ share of the claim even if the other insurer refuses the claim.

13 This section is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where the Insured Person normally lives. Otherwise, the law of England and Wales applies.

All Acts of Parliament mentioned in this section include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.

Eurolaw Legal Advice

DAS will give an Insured Person confidential legal advice over the phone on any personal legal problem relating to an Insured Person’s Journey, under the laws of the member countries of the European Union, Isle of Man, the Channel Islands, Switzerland and Norway.

An Insured Person can contact DAS’ UK-based call centre 24 hours a day, seven days a week. However, DAS may need to call the Insured Person back depending on the enquiry. Advice about the law in England and Wales is available 24 hours a day, seven days a week. Legal advice for the other countries is available 9am – 5pm, Monday to Friday, excluding public and bank holidays.

If an Insured Person calls outside these times, DAS will return the Insured Person’s call.

To help check and improve service standards, DAS may record all inbound and outbound calls.

To contact the above service, phone DAS on +44 (0)117 934 2111.


DAS will not accept responsibility if the Helpline Service fails for reasons DAS cannot control.
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