

Sports Travel+

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.

A handwritten signature in black ink that reads "Daniel Wright". The signature is written in a cursive, flowing style.

Daniel T Wright
Active Underwriter
Syndicate 1991

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Summary of Benefits

Section	Cover	Limit per Insured Person	Excess
1	Medical and Other Expenses		
	1. Journeys Outside the United Kingdom	£10,000,000	£50 per person (£100 per family)
	2. Journeys within the United Kingdom	£10,000	£50 per person (£100 per family)
2	UK Hospital transfer and additional costs and expenses		
	1. Hospital Transfer Costs	£5,000	£50 per person (£100 per family)
	2. Return Home Costs	£2,500	£50 per person (£100 per family)
	3. Additional Expenses	£500	£50 per person (£100 per family)
3	Cancellation or Curtailment	£5,000	£50 per person (£100 per family)
4	Personal Accident (Limited to £1,000 for persons aged under 16 years)	£25,000	
5	Personal Baggage (if shown as included on your travel insurance certificate) (Limited to £400 for valuables, £400 per single article, pair or set)	£2,000	£50 per person (£100 per family)
6	Personal Money (if shown as included on your travel insurance certificate)	£500	£50 per person (£100 per family)
7	Loss of Passport (if shown as included on your travel insurance certificate)	£500	£50 per person (£100 per family)
8	Personal Liability	£2,000,000	£50 per person
9	Contingent Liability (Jet Bikes, Jet Skis)	£2,000,000	£50 per person
10	Delayed Baggage	£400	
11	Travel Delay		
	1. Compensation (£50 after 12 hours delay with £25 for each subsequent 12 hours delay up to Limit)	£400	
	2. Cancellation (If Insured Person wants to cancel after 24 hours delay on initial outward leg of journey)	£5,000	£50 per person (£100 per family)
12	Missed Departure	£1,000	£50 per person (£100 per family)
13	Hospitalisation/Unprovoked Assault/Hijack and Kidnap Benefit	£1,000	
14	Catastrophe/Crisis	£500	
15	Loss of Pet Documentation	£500	£50 per claim
16	Seat Bumping	£200	
17	Financial Failure	£5,000	
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: **6th Floor, One Creechurch Place, Creechurch Lane, London EC3A 5AF.**

DTW1991 Underwriting Limited is an Appointed Representative of Coverys Managing Agency Limited.

DTW1991 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.

DTW1991 Underwriting Limited Registered in England and Wales No. 008330551.

Registered Office: **6th Floor, One Creechurch Place, Creechurch Lane, London EC3A 5AF.**

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: DAS Law Limited, North Quay, Temple Back, Bristol, BS1 6FL. Registered in England and Wales. Company number 5417859.

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.

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.

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.

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,
P.O. 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

DTW1991 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** and
 - 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 **Curtailed** Claims – notification of **Curtailed** 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.

When contacting **DAS** please quote reference **TV1/6855409-DTW1991**.

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.

General Manager
Insurance Administration Services Limited
P.O. Box 9 Mansfield
Nottinghamshire NG19 7BL
Telephone +44 (0)1623 683586
Email complaints@ias-health.com

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:

Complaints
Lloyd's Market Services
Fidentia House
Walter Burke Way
Chatham Maritime
Chatham
Kent ME4 4RN
Telephone +44 (0)20 7327 5693
Facsimile +44 (0)20 7327 5225
Email complaints@lloyds.com

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:

phoning 0344 893 9013
emailing customerrelations@das.co.uk
writing to the Customer Relations Department,
DAS Legal Expenses Insurance Company Limited
DAS House
Quay Side, Temple Back
Bristol BS1 6NH
completing our online complaint form at
www.das.co.uk/about-das/complaints

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
Exchange Tower; London E14 9GE
www.financial-ombudsman.org.uk
Email complaint.info@financial-ombudsman.org.uk
Tel 0800 023 4567 (free from mobile phones and landlines) or 0300 123 9123.
For callers from abroad: +44(0)20 7964 0500.

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
P.O. Box 9 Mansfield, Nottinghamshire NG19 7BL
Telephone **01623 683586**
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.

Curtailed/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 Ural mountains), San Marino, Sardinia, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Tunisia, Turkey, Ukraine (West of the Ural mountains), 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.

Legal Expenses Insurer / DAS

DAS Legal Expenses Insurance Company Limited,
DAS House, Quay Side, Temple Back,
Bristol BS1 6NH.

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 **Curtailement** 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 **Curtailement** insurance provided under Section 3 – Cancellation or **Curtailement** 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.

If single trip cover is selected:

The cancellation insurance provided under Section 3 – Cancellation or **Curtailement** 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 **Curtailement** insurance provided under Section 3 – Cancellation or **Curtailement** 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 **Curtailed**.

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 6th Floor, One Creechurch Place,
Creechurch Lane, London EC3A 5AF

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 a. any person aged 66 years or over at the **Date of Issue**
 - b. 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.
 - c. **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.
 - d. **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:
- are aware of any circumstances which could be expected to give rise to a claim under this insurance
 - have had a cancerous, cardio-vascular; cerebro-vascular; renal or respiratory condition, and/or stroke within the last 3 years
 - 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
 - have been taking continuous medication and have had any change in medication or change in dosage in the previous 12 months
 - 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
 - are awaiting the results of any tests or awaiting surgery
 - 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
 - have been advised of a terminal prognosis.
 - 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.

Contact DTW1991 Medical Referral Helpline on +44 (0) 1689 892 216 quoting reference **DTW1991 Sports Travel+**.

- 4 Any claim caused by or arising from:
- pregnancy or childbirth in respect of any trip finishing within eight weeks of the expected date of birth
 - 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
 - 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:
- war; invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war or any act, condition or warlike operation
 - 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
 - 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
 - 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.

- 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:
- ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - 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
- the motorcycle has an engine capacity of 125cc or less
or
 - the engine capacity of the motorcycle is above 125cc
and
 - 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
 - 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 outdoor endurance
- BMX stunt riding Outward Bound
boxing courses
- bungee jumping (unless with a licensed operator) parasailing over land
rock climbing
- free climb mountaineering safaris (where the **Insured Person** will be using a firearm)
- gymnastics (competitive) sailing (cross ocean)
- high diving (other than from a purpose built diving board over a man-made swimming pool) scuba diving below 50 metres or when flying within 24 hours of last dive
- horse riding involving jumping, trials, hunting, racing or jousting show jumping
- martial arts (other than those shown as covered in the relevant categories on pages 37-39) sky diving (unless tandem with licensed operator)
- microlighting sky surfing
- mountaineering (ordinarily necessitating the use of ropes or guides) stunt events
- extreme downhill mountain biking underground activities (other than as part of an organised excursion or tour)
- water-ski jumping
- white water rafting (in sea or grade 6 or above)
- wrestling.
- 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-acrobatics, ski/ snow-board-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

necessarily incurred outside the **United Kingdom** or the Channel Islands on medical advice as a direct result of the **Insured Person** sustaining accidental bodily injury or suffering the onset of illness during the **Journey**.

The **Company** reserves the right to repatriate the **Insured Person** to the **United Kingdom** or the Channel Islands when in the opinion of the **Company's** medical advisers the **Insured Person** is fit to travel.

- B. 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 the 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**

- 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 themselves 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 Cancelled **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 **Curtailed**, 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.

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 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 **Curtailed** 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. **Curtailed** 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

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.

Section 7 – 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 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 thereof:
 - 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 (with licenced organisation)

Rifle Shooting (with licenced organisation)

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

Roller Derby

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)

Skiing/Snow boarding half pipe/ slope style (training or organised competition with a licenced organisation)

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 vehicleor
 - 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 a. 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
- b. 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.

When phoning, please quote **Your** Policy ID and reference: TV1/6855409-DTW1991.

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

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Sports Travel+



DTW1991

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