

# Holiday Travel +

Insurance Policy



## Holiday 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 Holiday Travel+ policy is for those persons, families or groups wanting a travel policy whilst on a leisure holiday in the UK or abroad including whilst undertaking leisure holiday activities.

The types of leisure holiday activities covered are listed on page 53.

Cover can be provided for one specific trip or as an annual multi-trip policy. Various optional covers may be selected. The travel insurance 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.

Please remember that all trips taken must be in line with Government and FCDO advice and the conditions of this policy. No cover is provided under any section of this policy in respect of travel to a destination to which the FCDO has advised against all or all but essential travel.

## Summary of Benefits Limits per Insured Person

Section	Cover	Limit	Excess*
1	Medical and Other Expenses		
	1. <b>Journeys</b> Outside the <b>United Kingdom</b>	£10,000,000	£50 per person (£100 per family)
	2. <b>Journeys</b> within the <b>United Kingdom</b>	£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	£25,000	(£5,000 for persons aged under 16 years)
5	Personal Baggage (if shown as included on policy certificate) (Limited to £1,000 for <b>Valuables</b> , £500 per single article, pair or set)	£2,000	£50 per person (£100 per family)
6	Personal Money (if shown as included on policy certificate)	£500	£50 per person (£100 per family)
7	Loss of Passport	£500	£50 per person (£100 per family)
8	Personal Liability	£2,000,000	£50 per person
9	Contingent Liability (Jet Ski, Snow Mobile)	£2,000,000	£50 per person
10	Delayed Baggage	£400	Nil Excess
11	Travel Delay		
	1. Compensation (£50 after 12 hours delay with £25 for each subsequent 12 hours delay up to Limit)	£400	Nil Excess
	2. Cancellation (If Insured Person(s) 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	£50 per person (£100 per family)
14	Catastrophe	£500	£50 per person (£100 per family)
15	Loss of Pet Documentation	£500	£50 per person
16	Seat Bumping	£200	Nil Excess
17	Legal Expenses (Underwritten by DAS Legal Expenses Insurance Company Ltd)	£50,000	Nil Excess
18	Financial Failure Insurance	£5,000	Nil Excess
19	Missed Cruise Connection	£1,000	£50 per person (£100 per family)
<b>Optional Winter Sports Extension</b>			
20	Ski Equipment (£300 limit on hired ski equipment £500 per article, set or pair)	£750	£50 per person (£100 per family)
21	Ski Equipment Hire Charges	£400	Nil Excess
22	Piste Closure (Limited to peak season for resort, per day limits apply)	£300	Nil Excess
23	Unused Ski Pack	£500	Nil Excess
<b>Optional Golf Cover Extension</b>			
24	Golf Equipment (£100 limit on hired Golf equipment £800 per article, set or pair)	£1,000	£50 per person (£100 per family)
25	Golf Equipment Hire Charges	£200	Nil Excess
26	Unused Green fees	£300	Nil Excess

\* Limited to £50 per **Insured Person** (£100 per **Family**) per claim incident irrespective of the number of sections involved

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## Important Information

All Sections other than Section 17 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: 6<sup>th</sup> Floor, One Creechurch Place, Creechurch Lane, London EC3A 5AF.

Virtual Insurance Products Limited t/a Jackson Lee Underwriting underwrite this policy 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.

Virtual Insurance Products Limited t/a Jackson Lee Underwriting is authorised and regulated by the Financial Conduct Authority (FRN 307038). Registered in England and Wales No 4233964

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](http://www.the-fca.org.uk) or by contacting the FCA on telephone number +44(0)800 111 6768.

Section 17 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](http://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](http://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](http://www.the-fca.org.uk) or by contacting the FCA on telephone number +44 (0)800 111 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 travel insurance certificate 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 intermediary 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, the policy 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** or any **Insured Person** 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**.

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 on page 9.

**We** or **Your** insurance intermediary 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 out of:

1. At the time of buying the policy or booking a trip (whichever is later):
  - A. any medical condition that **You** or any travelling companion(s) have or have had or for which **You** or any travelling companion(s) are taking or have been taking prescribed medication within the last two years.
  - B. any medical condition that **You** or any travelling companion(s) have or have had for which **You** or any travelling companion(s) are:
    - i. seeing a **Medical Practitioner** or
    - ii. referred to **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 two 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
  - D. Any psychiatric or mental illness, alzheimers, anxiety, bi-polar, dementia, depression, eating disorder, mental instability, phobias, psychotic disorders, schizophrenia or related condition.

UNLESS **You** have declared the medical conditions to our medical referral line on **01689 892 246** 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.

#### **Change in Health/ New medical condition being diagnosed**

There will be no cover for any change in **Your**, travelling companion, **Relative** or **Close Business Colleague's** medical condition or new condition being diagnosed after **You** have purchased the policy or booked a **Journey**, whichever is later, UNLESS it has been declared to the medical referral line and cover has been agreed in writing.

When disclosed to the medical referral line, they will:

- confirm cover for change in health/new medical condition or
- ask **You** to cancel the trip and put in a claim for all irrecoverable cancellation costs or
- offer to pay for an alternative insurance if **You** are able to find cover with another insurer

In the event **You** receive 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 medical referral line on:**

**+44 (0)1689 892 246** (Monday – Friday 9am to 6pm, Saturday 9am to 12pm, excluding public holidays) quoting reference **DTW1991 Holiday Travel+**

#### **Cancellation of the policy and cooling-off period**

Should this policy not meet with **Your** requirements please return the documentation to the insurance intermediary 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 may result in a claim **You** will receive a premium refund and the policy will be treated as though it had never existed.

To obtain a refund please contact the insurance intermediary who arranged the insurance for **You**

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 the premium



### 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 intermediary 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.

### Peace of Mind Guarantee

If during the **Period of Insurance** **You** suffer any deterioration in health which results in **Us** being unable to offer **You** renewal terms, **We** guarantee that upon request **We** will extend cover for up to 6 months from the expiry date of the policy to cover **You** for each **Journey** booked prior to **Your** deterioration in health having occurred and subject to **You** paying the appropriate single trip premium for each **Journey**.

PROVIDED THAT:

1. **You** advise **Us** that **You** wish to take advantage of this guarantee (giving details of each **Journey** to be covered) and pay the additional premium due by no later than the renewal date
2. no **Journey** was booked against medical advice or in the knowledge that it may have to be cancelled or curtailed
3. **You** otherwise remain eligible for this insurance..

## 24 Hour Emergency Assistance and Pre-travel Advice Number

For 24 hour Worldwide Emergency Assistance Service and Pre-travel contact  
Mayday Assistance (**Assistance Company**)  
Telephone: +44 (0)20 8050 1991 or  
Email: [operations@maydayassistance.com](mailto:operations@maydayassistance.com)

When contacting the **Assistance Company** please advise them that **You** are insured under scheme reference **DTW1991 Holiday 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 they 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** are admitted to 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 such as:
  - 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.

## Reciprocal Health Agreement

**Insured Persons** travelling to European Union countries are strongly advised to obtain a Global Health Insurance Card (GHIC) from their local Post Office or online at: <https://www.ghic.org.uk> or by telephone on **+44 (0)191 218 1999** if already overseas.

The GHIC 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 GHIC, 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 and New Zealand. Visit <https://www.nhs.uk/using-the-nhs/healthcare-abroad> for a list of those countries in which **You** may be entitled to free treatment or treatment at reduced cost.

## Foreign, Commonwealth and Development Office

**You** must observe travel advice provided by the United Kingdom Foreign, Commonwealth and Development Office (FCDO). No cover is provided under any section of this policy in respect of travel to a destination to which the FCDO has advised against all or all but essential travel.

In the event **You** are already at a destination on the date the FCDO 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 FCDO by visiting their Website at [www.fco.gov.uk](http://www.fco.gov.uk) and clicking on the link for Travel Advice.

## Independent Travel

This policy covers any **Insured Person** travelling independently on an insured **Journey**.

## How to Make a Claim

### For all sections other than Section 17 – Legal Expenses

If there are any circumstances that 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 request a claim form.

When contacting the **Claims Handler** please quote scheme reference **DTW1991 Holiday Travel+** and the Policy ID stated in the travel insurance certificate.

**Claims Handler** contact details:

Insurance Administration Services Limited

P.O. Box 9, Mansfield, Notts. NG19 7BL

Telephone: +44 (0)1623 683 585

Email: [claims@ias-health.com](mailto: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 i.e.

1. Cancellation Claims – notification of cancellation of the **Journey** MUST be given:
  - A. verbally or in writing to the **Claims Handler**
  - B. in writing to the tour operator or travel agent or 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 Curtailment of the **Journey** MUST be given to the **Assistance Company** PRIOR TO departing to return home
3. Delayed Baggage Claims (and/or **Ski Equipment/Golf Equipment**) – the non-arrival of the **Insured Person's** baggage (and/or **Ski Equipment/Golf Equipment**) MUST be reported IMMEDIATELY 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 possible 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 sub-section 1 or sub-section 2.

For assistance telephone: +44 (0)20 8050 1991 or  
email: [operations@maydayassistance.com](mailto:operations@maydayassistance.com)

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

5. Missed Departure Claims – the **Insured Person** MUST check in at the coach terminal, rail terminal, port or airport according to **Your** booking confirmation and obtain:
  - A. written confirmation from the carriers (or their handling agents) 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 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 passport MUST be notified IMMEDIATELY on discovery 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**) Claims – loss or damage occurring in transit MUST be reported IMMEDIATELY on 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

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
  - DO
    - A. forward to the **Claims Handler** IMMEDIATELY upon receipt every letter, claim, writ, summons or process
    - B. notify the **Claims Handler** in writing IMMEDIATELY **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 – **You** MUST provide the **Claims Handler** within 30 days of returning from the **Journey** 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 – **You** MUST provide the **Claims Handler** within 30 days of returning from the **Journey** with the appropriate medical certificate and/or police report
- 12. Travel Delay Claims – the **Insured Person** MUST obtain written confirmation from the carriers (or their handling agents) 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. **You** must also:

- Give all information and assistance that the **Insurers** may require.
- Comply with all reasonable deadlines set by the **Insurers**.
- 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.

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

## How to make a claim Section 17 – Legal Expenses

Contact DAS Legal Expenses Insurance Company Limited

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](mailto:newclaims@das.co.uk). Please do not ask for help from a lawyer or anyone else before **DAS** has agreed. If **You** do, **DAS** will not pay the costs involved even if **DAS** accept the claim.

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 Procedure

All sections other than Section 17 – Legal Expenses are insured 100% by Syndicate DTW1991 at Lloyd's.

In the event that **You** wish to make a formal complaint to DTW1991 **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  
Email: [complaints@ias-health.com](mailto:complaints@ias-health.com)  
Telephone: +44 (0)1623 683586

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. Their address and contact details are as follows:

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

Details of Lloyd's complaints procedure are set out in the leaflet "**How We Will Handle Your Complaint**" available at [www.lloyds.com/complaints](http://www.lloyds.com/complaints) or from the above address.

### Section 17

If **Your** complaint relates to Section 17 – Legal Expenses – please write to:

Customer Relations Department  
DAS Legal Expenses Insurance Company Limited  
DAS House, Quay Side, Temple Back, Bristol BS1 6NH or telephone +44 (0)117 934 0066 or  
via email: [customerrelations@das.co.uk](mailto:customerrelations@das.co.uk)

**Your** complaint may be more suitably handled by a comparable complaints scheme, the Legal Ombudsman Service. **You** can contact the Legal Ombudsman Service at:

PO Box 6806, Wolverhampton WV1 9WJ.

**You** can also contact them by telephone on +44 (0)300 555 0333 or email them at

[enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk)

**Website:** [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)

Using any of these services does not affect **Your** right to take legal action.

### 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  
Harbour Exchange Square  
London E14 9SR

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Telephone: +44 (0)300 123 9123 (charges apply) or +44 (0)800 023 4567 (free phone). For callers from abroad: +44(0)20 7964 0500 (charges apply). The Financial Ombudsman Service offers a free and independent service to **You**, to help settle disputes between businesses providing financial services and their customers.

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### Financial Services Compensation Scheme (FSCS)

DTW 1991 Underwriting Limited and DAS Legal Expenses Insurance Company Limited are covered by the Financial Services Compensation Scheme (FSCS). This means that **You** may be entitled to compensation from the scheme if **We** cannot meet **Our** obligations. This depends on the type of business and the circumstances of the claim.

Further information about compensation is available from the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk) or telephone +44 (0)800 678 1100 or +44 (0)20 7741 4100.

### 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
- £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 and/or by endorsement.



## General Definitions

Wherever these words or phrases appear in bold type in this policy, they will have the following meanings. Please note that Section 17 – Legal Expenses includes additional definitions which exclusively apply to that section.

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<b>Assistance Company</b>	Mayday Assistance 2 Clifton Mews, Clifton Hill, Brighton BN1 3HR Telephone: +44 (0)20 8050 1991 or Email: <a href="mailto:operations@maydayassistance.com">operations@maydayassistance.com</a>
<b>British Forces Overseas (BFPO)</b>	British Forces Post Office address for members of the United Kingdom HM Forces posted overseas
<b>Claims Handler</b>	For all sections except Section 17 – Legal Expenses: Insurance Administration Services Limited P.O. Box 9, Mansfield, Notts. NG19 7BL Telephone: +44 (0)1623 683 585 Email: <a href="mailto:claims@ias-health.com">claims@ias-health.com</a>
<b>Close Business Colleague</b>	A person employed by the same company as the <b>Insured Person</b> and whose absence from the business directly affects the decision to cancel or curtail the <b>Journey</b> .
<b>Company</b>	Virtual Insurance Products t/a Jackson Lee Underwriting Limited on behalf of Syndicate 1991 at Lloyd's, 6 <sup>th</sup> Floor, One Creechurch Place, Creechurch Lane, London EC3A 5AF
<b>Curtailed/Curtail</b>	Cutting short a <b>Journey</b> and returning to the <b>Insured Person's</b> home in the <b>United Kingdom</b> or the Channel Islands prior to the scheduled date of return.
<b>Damages</b>	Unliquidated damages but excluding punitive, exemplary or any multiple of compensatory damages.
<b>Date of Issue</b>	The date this policy was issued as stated in the travel insurance certificate.
<b>End Supplier</b>	car ferry, coach operator, car hire company, caravan site, campsite, camper rental, mobile home, hotel, safari, scheduled airline, train operator or theme park
<b>Excess</b>	The amount that the <b>Insured Person</b> will pay towards a claim as stated in each policy section and/or medical referral endorsement and/or separate endorsement.
<b>Family</b>	Up to two adults residing at the same address for at least 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 <b>United Kingdom</b> or the Channel Islands if in full time education) at <b>Date of Issue</b> .
<b>Financial Failure</b>	The <b>End Supplier</b> having an administrator appointed, filing for bankruptcy or becoming insolvent and not being able to provide agreed services.

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<b>Geographical Limits</b>	<p>Whichever of the following is stated as being applicable in the travel insurance certificate (excluding countries where the United Kingdom Foreign and Commonwealth Office have advised against “All” or “All but Essential” travel:</p> <p>Area 1: England, Scotland, Wales, Northern Ireland and the Isle of Man</p> <p>Area 2: all countries in Area 1 plus, Andorra, Armenia, Austria, Azores, Belarus, Belgium, Bosnia-Herzegovina, Bulgaria, Canary Islands, Channel Islands, Croatia, Czech Republic, Denmark, Eire, Estonia, Faroe Islands, Finland, France, Georgia, Germany, Greece, Hungary, Iceland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, North Macedonia, Madeira, all islands in the Adriatic, Aegean, Balearic, Ionian, Mediterranean and Tyrrhenian Seas, Moldova, Monaco, Netherlands, Norway, Poland, Portugal, Romania, Russia (West of the Urals), San Marino, Serbia and Montenegro, Slovakia, Slovenia, Spain, Sweden, Switzerland, Ukraine, Vatican City</p> <p>Area 3: Worldwide excluding the United States of America, Canada, Caribbean Islands, Bermuda and Mexico</p> <p>Area 4: Worldwide</p>
<b>Golf Equipment</b>	Golf clubs, golf bag, golf shoes, non-motorised trolley
<b>Insured Person(s)/You/Your</b>	Each person stated in the travel insurance certificate as being insured (provided that such person is resident in the <b>United Kingdom</b> or the Channel Islands with a permanent address in the <b>United Kingdom</b> or the Channel Islands).
<b>Insurer(s)/We/Our/Us</b>	<p>In respect of the cover provided under:</p> <ol style="list-style-type: none"> <li>1. all Sections other than Section 17 – Legal Expenses, the <b>Company</b></li> <li>2. Section 17 – Legal Expenses, the <b>Legal Expenses Insurer</b></li> </ol>
<b>Journey(s)</b>	<p>Any pre-booked trip commencing from and returning to the <b>United Kingdom</b> or the Channel Islands for social, domestic, pleasure, educational or clerical business purposes within the <b>Geographical Limits</b> stated on <b>Your</b> travel insurance certificate to accommodation not owned by any <b>Insured Person</b> or any person <b>You</b> are travelling with:</p> <ol style="list-style-type: none"> <li>1. If annual multi-trip cover is selected, of up to 45 days duration (or 60 days duration if stated on the travel insurance certificate and the appropriate premium has been paid)</li> <li>2. If single trip cover is selected: <ol style="list-style-type: none"> <li>i. of up to 12 months duration in respect of <b>Insured Persons</b> aged 70 years or under at the <b>Date of Issue</b> or</li> <li>ii. of up to 60 days duration in respect of <b>Insured Persons</b> aged 71 to 75 years at the <b>Date of Issue</b> or</li> <li>iii. of up to 31 days duration in respect of <b>Insured Persons</b> aged 76 to 85 years at the <b>Date of Issue</b></li> </ol> </li> </ol> <p>Any trip solely within the <b>United Kingdom</b> or the Channel Islands must involve at least:</p> <ol style="list-style-type: none"> <li>1. one night stay for commercial business purposes or</li> <li>2. two nights stay for all other trips or</li> <li>3. air travel or sea travel.</li> </ol>
<b>Legal Expenses Insurer</b>	DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH

<b>Medical Practitioner</b>	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 <b>You</b> or any person <b>You</b> are travelling with.
<b>Money</b>	Cash, currency, bank notes, travellers cheques, pre-paid debit card, postal or money orders, travel tickets, holiday vouchers, hotel vouchers, admission tickets, passes and food vouchers.
<b>Operative Time of Cover</b>	<p><b>If annual multi trip cover is selected</b></p> <ol style="list-style-type: none"> <li>1. The cancellation insurance provided under Section 3 – Cancellation or Curtailment is effective from the date of booking a <b>Journey</b> or the date of commencement of the <b>Period of Insurance</b> (whichever is the later) and terminates when during the <b>Period of Insurance</b> the <b>Insured Person</b> leaves their home within the <b>United Kingdom</b> or the Channel Islands to commence such <b>Journey</b> or upon expiry of the <b>Period of Insurance</b> (whichever is the earlier).</li> <li>2. The <b>Curtailment</b> insurance provided under Section 3 – Cancellation or Curtailment and the insurance provided under all other applicable Sections of this policy commence when during the <b>Period of Insurance</b> the <b>Insured Person</b> leaves their home in the <b>United Kingdom</b> or the Channel Islands to commence a <b>Journey</b> and terminates upon: <ol style="list-style-type: none"> <li>A. the <b>Insured Person’s</b> direct return to such home at the end of such <b>Journey</b> or</li> <li>B. expiry of the <b>Period of Insurance</b> whichever is the earlier.</li> </ol> </li> </ol> <p><b>If single trip cover is selected</b></p> <p>The cancellation insurance provided under Section 3 – Cancellation or Curtailment is effective from the <b>Date of Issue</b> and terminates when on the departure date the <b>Insured Person</b> leaves their home within the <b>United Kingdom</b> or the Channel Islands to commence the <b>Journey</b> at which time the <b>Curtailment</b> insurance provided under Section 3 – Cancellation or Curtailment and the insurance provided under all other applicable Sections commence and continue until the <b>Insured Person’s</b> return to such home within the <b>United Kingdom</b> or the Channel Islands at the end of such <b>Journey</b> or expiry of the <b>Period of Insurance</b> (whichever occurs first).</p>
<b>Period of Insurance</b>	The period stated in the travel insurance certificate. The <b>Period of Insurance</b> is automatically extended for up to 30 days in the event that completion of the <b>Journey</b> is delayed due to any circumstances beyond the <b>Insured Person’s</b> control PROVIDED THAT the <b>Insured Person</b> 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 <b>Insured Person</b> makes all reasonable efforts to complete the <b>Journey</b> as soon as possible after the original scheduled completion date of the <b>Journey</b> .
<b>Relative</b>	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 <b>Insured Person</b> or of the person with whom the <b>Insured Person</b> is travelling or had arranged to stay.
<b>Ski Equipment</b>	Helmets, snowboard, skis, bindings, sticks and boots.
<b>Unattended Vehicle</b>	A motor vehicle which contains neither a driver nor a passenger.

<b>United Kingdom/ UK</b>	England, Scotland, Wales, Northern Ireland, the Isle of Man and <b>BFPO</b> .
<b>Valuables</b>	Articles made of or containing gold, silver, precious material or precious stones, audio equipment (for example: head phones, mp3 players, radio or portable speakers), binoculars, computer, Ipad, kindle, tablet computer, e-books, e-readers, hand held games consoles and equipment, jewellery, photographic equipment (for example: camera, camera body and all camera accessories), portable satellite navigation devices, telescopes, video equipment and other type of recording equipment, watches.

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**For the avoidance of doubt mobile telephones are not covered under this insurance.**

## General Conditions (applicable to all sections)

### 1. Precautions

The **Insured Person** MUST:

- A. take all reasonable precautions to prevent anything happening which may give rise to a claim under this policy and take all requisite steps for safeguarding and recovering the personal baggage and personal **Money** insured
- B. not book or undertake the **Journey** against medical advice or to receive medical treatment or if they have any reason to believe that such **Journey** may have to be cancelled or curtailed.

### 2. Claims

If there are any circumstances that may give rise to a claim under this policy the **Insured Person** must follow the procedure How to Make a Claim detailed on page 12 and supply at the request of and without cost to the **Insurers** all such proof, information and evidence and provide all such assistance as the **Insurers** may require, complying with ALL reasonable deadlines set by the **Insurers** and complying 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. No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of the **Insured Person** without the written consent of the **Insurers**.

### 3. Insurer's rights in the event of a claim in respect of all Sections other than Section 17 – Legal Expenses

- 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 **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 in so doing.
- C. Upon payment of any claim under Section 5 – Personal Baggage (and/or Section 20 – **Ski Equipment** and/or Section 24 - **Golf Equipment** – if applicable) (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**.

For **Insurer's** rights in the event of a claim in respect of Section 17 – Legal Expenses please refer to this section in the policy.

### 4. 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.

## 5. Other Insurance or Indemnities

- 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.

## 6. Benefit Limits

For each section **We** will only pay up to the limit(s) shown on the Summary of Benefit table on page 3 of this policy wording or as amended by endorsement by the **Insurer**.

## 7. Residency

**You** must be a permanent resident of the **United Kingdom** or the Channel Islands

## 8. Changes in Health

It is a requirement of this insurance that if between the date of purchasing this insurance and the date of the **Journey** there is any change in **Your**, travelling companion, **Relative** or **Close Business Colleague's** medical condition or new condition being diagnosed **You** must declare it to the medical referral line immediately. When disclosed to the medical referral line, they will:

- A. confirm cover for change in health or
- B. ask **You** to cancel the trip and put in a claim for all irrecoverable cancellation costs or
- C. offer to pay for an alternative insurance if **You** are able to find cover with another insurer

# Data Protection Act

## – Personal Information

### Who we are

In this section **We** means: Syndicate 1991 at Lloyd’s and DAS Legal Expenses Insurance Company Limited

### The basics

**We** collect and use relevant information about **You** to provide **You** with **Your** insurance cover or the insurance cover that benefits **You** and to meet **Our** legal obligations.

This information includes personal data such as **Your** name, address and contact details and other information that **We** collect about **You** in connection with the insurance cover from which **You** benefit. This information may also include more sensitive data such as information about **Your** health and any criminal convictions.

In certain circumstances, **We** may need **Your** consent to process certain information about **You** and this is explained in **Our** privacy policy. Where **We** need **Your** consent, **We** will ask **You** for it specifically. **You** do not have to give **Your** consent, and **You** may withdraw **Your** consent at any time. However, if **You** do not provide **Your** consent, or **You** withdraw **Your** consent, this may affect **Our** ability to provide the insurance cover from which **You** benefit and may prevent **Us** from providing cover for **You** or handling **Your** claims.

The way insurance works means that **Your** information may be shared with, and used by, a number of third parties in the insurance sector. For example, agents or brokers (when making applications), **insurers**, reinsurers, loss-adjusters (if **You** claim), sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detections agencies and compulsory insurance databases. **We** will only disclose **Your** personal information in connection with the insurance coverage that **We** provide and to the extent required or permitted by law.

### If you provide other people’s details to us

Where **You** provide **Us** or **Your** agent or insurance intermediary with information about other people, **You** must make them aware that **You** are doing so. Where possible, **You** should also provide them with this notice.

### If you would like more information

For more information about how **We** use **Your** personal information, please see **Our** privacy policies, which are available on **Our** websites, shown below.

Additional information on how the Lloyd’s insurance market uses data is provided by the Lloyd’s Market Association (“LMA”) in their Insurance Market Core **Uses** Information Notice.

### Contacting us and your rights

**You** have rights in relation to the information **We** hold about **You**, including the right to access **Your** information. If **You** wish to exercise **Your** rights, discuss how **We** use **Your** information or request a copy of **Our** full privacy notice(s) **You** should contact the insurance intermediary or agent who provided **You** with **Your** insurance in the first instance, or **You** may get in touch with **Us** by contacting **Our** data protection officer: Please ensure that **You** contact the relevant party.

In respect of all sections excluding Section 17:  
DTW1991 / Coverys Managing Agency Limited

The Data Protection Officer

Coverys Managing Agency Limited  
6<sup>th</sup> Floor, One Creechurch Place, Creechurch Lane,  
London EC3A 5AF  
Telephone: +44 20 3923 3000  
Email: [data.protection@coverys.co.uk](mailto:data.protection@coverys.co.uk)  
[www.dtw1991.com/pages/privacy-policy](http://www.dtw1991.com/pages/privacy-policy)

In respect of Section 17 only:

Das Legal Expenses Insurance Company Limited  
Data Protection Officer  
DAS Legal Expenses Insurance Company Ltd  
DAS House  
Quay Side  
Temple Back  
Bristol BS1 6NH  
Email: [dataprotection@das.co.uk](mailto:dataprotection@das.co.uk)  
<https://www.das.co.uk/legal/privacy-statement>

#### **How to make a complaint**

If the **Insured Person** is unhappy with the way in which their personal data has been processed, the **Insured Person** may in the first instance contact the Data Protection Officer using the contact details above.

If the **Insured Person** remains dissatisfied then they have the right to apply directly to the Information Commissioner's Office for a decision. The Information Commissioner can be contacted at:

Information Commissioner's Office

Wycliffe House

Water Lane

Wilmslow

Cheshire

SK9 5AF

[www.ico.org.uk](http://www.ico.org.uk)



## General Exclusions (applicable to all sections)

### This insurance does not cover:

1.
  - A. any person aged 86 years or over at the **Date of Issue** if single trip cover selected
  - B. any person aged 76 years or over at the **Date of Issue** if annual multi trip cover selected
  - C. 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
  - D. For annual multi trip policies:  
Any trip where the intended duration of the **Journey** exceeds 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
  - E. 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 his/her **Journey** unless declared to and accepted by the **Company**
  - B. wilful, malicious or criminal act of the **Insured Person** or breach of any law or enactment by the **Insured Person**
  - C. engagement in any leisure activity either as a professional or where **You** receive any financial reward or gain
  - D. participation in any activity which does not fall within the activities shown as included in **Your** travel insurance certificate or the activities covered listed under Leisure Holiday Activities Covered unless declared to and accepted by the **Company**
3. Any claim arising if at the time of purchasing this insurance the **Insured Person** or a travelling companion:
  - A. are aware of any circumstances which could reasonably be expected to give rise to a claim under this insurance
  - B. have sought medical advice for symptom or condition but are yet to receive a diagnosis
  - C. has had a cancerous, cardio-vascular, cerebrovascular, renal, respiratory condition, and/or stroke within the last 2 years
  - D. has 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 2 years
  - E. has been taking continuous medication and has had any change in medication or change in dosage in the previous 12 months

- F. 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 2 years
- G. are awaiting the results of any tests or awaiting surgery
- H. 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
- I. has been advised of a terminal prognosis
- J. have any psychiatric or mental illness, anxiety, depression or stress, eating disorders or related conditions

UNLESS the medical condition or change in medical condition has been declared to and been accepted in writing by the medical referral line. Contact the medical referral line on +44 (0) 1689 892 246 quoting reference **DTW1991 Holiday Travel+**

- 4. any claim caused by or arising out of any change in **Your**, travelling companion, **Relative** or **Close Business Colleague's** medical condition or new condition being diagnosed after **You** have purchased the policy or booked a **Journey**, whichever is later, UNLESS it has been declared to the medical referral line and cover has been agreed in writing
- 5. any claim caused by or arising out of:
  - A. wilfully self-inflicted illness or injury, the influence of drugs (except drugs taken in accordance with treatment prescribed and directed by a registered **Medical Practitioner** other than for drug addiction), drug addiction, solvent abuse, sexually transmitted diseases, travel contrary to medical advice or where the purpose of travelling is to obtain medical treatment
  - B. pregnancy or childbirth in respect of any trip starting and/or finishing within eight weeks of the expected date of birth
  - C. **You** having drunk an amount of alcohol that has caused **Your** judgement to be seriously affected.
- 6. any claim caused by or arising out of 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** own criminal act
- 7. any claim caused by or arising out of:
  - A. war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war or any act, condition or warlike operation
  - B. warlike action by a regular or irregular military force or civilian agents, or any action taken by any government, sovereign or other authority to hinder or defend against an actual or expected attack
  - C. insurrection, rebellion, revolution, attempt to usurp power or popular uprising or any action taken by any government or martial authority in hindering or defending against any of these
  - D. 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

- E. loss, destruction, damage, liability costs or expenses resulting from pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds
  - F. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - G. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
8. any claim directly or indirectly caused by, contributed to or arising out of a **Journey** to a destination where the Foreign and Commonwealth Office has advised against all travel or all but essential travel.
9. an **Insured Person** is 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**:
- A. has held a current valid full **United Kingdom** motorcycle driving licence permitting them to drive such motorcycle for at least two years and
  - B. has had no motorcycle accidents or convictions in the previous two years
10. any claim caused by or arising out of off-road motorcycling of any kind
11. air travel other than as a passenger in a licensed aircraft being operated by a licensed commercial air carrier
12. big game hunting, BMX stunt riding, boxing, bungee jumping (unless with a licensed operator), canyoning, free climb mountaineering, gymnastics (competitive), heli-skiing, high diving (other than from a purpose built diving board over a man-made swimming pool), horse riding involving jumping trials, hunting or competitive riding, jousting, kite-surfing, martial arts, microlighting, motor rallies or competitions, mountaineering (ordinarily necessitating the use of ropes or guides), extreme downhill mountain biking, outdoor endurance, outward bound courses, racing, rock climbing, safaris where the **Insured Person** will be using a firearm, sailing (offshore – more than 12 miles from coastline), scuba diving below 30 metres or when flying within 24 hours of last dive, show jumping, sky diving, sky surfing, stunt events, track days, underground activities (other than as part of an organised excursion or tour), water-ski jumping, white water rafting (above grade 3) or wrestling
13. any organised sports trip or tour whilst **You** are playing (if the winter sports extension is stated in the travel insurance certificate as being applicable – this exclusion shall not apply in respect of amateur winter sports not otherwise excluded) or any variations thereof UNLESS declared to and accepted in writing by the **Company**
14. winter sports 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 heli-skiing, ski touring, ski racing competitions and training therefor (other than properly supervised competitions organised and held on piste by a ski school as part of their official course), freestyle skiing, ski-jumping, ski flying, ski/snowboard acrobatics, ski/snow board stunting, extreme skiing/snowboarding, skeletoning and luge, tobogganing or any variation thereof
15. A. 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
- B. 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

16. any claim that result from cyber risk which includes cyber-attack, computer virus, data loss, failure of any computer system or connected device to operate, update or work properly.
17. any claim that is insured or guaranteed by any other existing protection, specifically Package Travel Regulations, ATOL (including Civil Aviation Authority requirements), ABTA protection, or from **Your** credit card provider under s75 Consumer Credit Act or Debit card provider under the charge back scheme, or any other specific legislation for transport or travel providers.
18. any claim arising directly or indirectly by the **Insured Person** choosing or being recommended or instructed to quarantine or isolate as a result of exposure to any infectious disease including Covid-19
19. any claim arising directly or indirectly from any epidemic, or pandemic as declared by the World Health Organisation (WHO) or any fear of or threat of epidemic, or pandemic
20. any claims arising directly or indirectly for Loss of earnings, additional hotel costs, additional car hire, Visas, ESTAs, additional parking fees, vaccinations, inoculations, kennel fees or any other loss unless it is specified in this policy
21. any claims arising directly or indirectly for **Journeys** that:
  - A. if single trip cover is selected are expected to exceed:
    - i. 365 days duration where the **Insured Person** is aged under 71 years
    - ii. 60 days duration where the **Insured Person** is aged 71 years to 75 years
    - iii. 31 days duration where the **Insured Person** is aged 76 years and over
  - B. if annual multi trip cover is selected are expected to exceed 45 days duration (or 60 days duration if shown on the travel insurance certificate as being applicable and the appropriate premium has been paid)UNLESS declared to and accepted in writing by the **Company**.
22. any claim caused by or arising out of:
  - A. delay, confiscation or detention by Customs or other officials or authorities or
  - B. fraud or deception.
23. any claim under any Section of this policy in respect of travel to a destination to which the FCDO has advised against all or all but essential travel unless specifically agreed by **Insurers** in writing. In the event **You** are already at a destination on the date the FCDO 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 specifically agreed by **Insurers** in writing
24. Any claim from the carrier's (e.g. airline) or any agent of the airport operator refusal to permit an **Insured Person** to travel for whatever reason
25. any claim where paying the benefit would breach any sanctions, prohibitions or restrictions imposed by law or regulation.
26. **Excess**

The **Company** shall not be liable for the **Excess** stated in the Summary of Benefits table on page 3 of this policy wording or any higher amount notified by the medical referral line or by endorsement, in respect of each separate incident giving rise to a claim.

## Policy Contract

In consideration of **Your** having paid the premium stated in the travel insurance certificate, **We** agree to provide the insurance in the manner and to the extent specified in this policy and any additional endorsement 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 expressed herein
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 20, 21, 22 and 23 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 24, 25, and 26 UNLESS the golf cover 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 the **Insured Person** is a child and requires 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 including contracting Covid-19 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**
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. the **Journey** is 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 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**

Where medical expenses have been reduced by the use of an EHC or contribution from the **Insured Person's** private health insurance 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**) or any higher **Excess** amount notified by the medical referral company or additional endorsement.

#### **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. i. £250 in total in respect of EMERGENCY medical and treatment expenses
  - ii. the cost of EMERGENCY dental treatment for the immediate relief of pain only but limited to £100 in total necessarily and reasonably incurred within the **United Kingdom** or 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**
  - B. £10,000 in total in respect of reasonable 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 reasonable and 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 and reasonably 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 reasonable 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 reasonable 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:

1. the **Journey** is solely within the **United Kingdom** except for residents of the Channel Islands this sub-section will apply for **Journeys** within the Channel Islands
2. 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

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

**Exclusions (also see General Exclusions)**

This insurance does not cover:

1. any claim if the **Insured Person** travels against medical advice or travels to receive medical treatment
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 transportation 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 medical or dental treatment or exploratory tests
4. dental work involving precious material
5. treatment which in the opinion of a medical or dental practitioner could reasonably 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 required 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 where public funded hospital treatment or care is available.

**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 line on **01689 892 246** quoting reference **DTW1991 Holiday 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



at a hospital or nursing home within the **United Kingdom** or the Channel Islands but more than 35 miles from their home within the **United Kingdom** or the Channel Islands the **Company** will 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:

1. such transfer is made with the consent of the **Medical Practitioner** attending the **Insured Person**
2. in the professional opinion of the **Medical Practitioner** attending the **Insured Person** and/or the **Company's** medical adviser, the **Insured Person** will remain continuously hospitalised for at least 72 hours following completion of such transfer
3. 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 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 reasonably and 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 sub-section 1 or 2 of this Section the **Company** will pay up to:

- A. £500 in total in respect of the additional travel, subsistence and accommodation expenses reasonably and 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 reasonably and necessarily incurred by the **Insured Person's** parent(s) or legal guardian(s), partner or spouse or the children for the purposes of visiting the **Insured Person** whilst they remain in hospital or nursing home within the **United Kingdom** or the Channel Islands as a direct result of such bodily injury or illness.

#### **Conditions**

1. As soon as is 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.

#### **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**

To pay up to £5,000 in total in respect of the proportional share of the total costs for the **Insured Person** for otherwise irrecoverable monetary loss in respect of travel, accommodation, car hire and excursions booked prior to the scheduled date of departure of such **Journey** incurred as a result of:

1. the necessary and unavoidable cancellation of such **Journey** for any reason beyond the control of the **Insured Person** PROVIDED THAT at the time of effecting this insurance or booking the **Journey**, whichever is later, the **Insured Person** was not aware of any reason why such **Journey** would need to be cancelled
2. the necessary and unavoidable **Curtailment** of such **Journey** for any reason beyond the control of the **Insured Person** PROVIDED THAT at the time of effecting this insurance or booking the **Journey**, whichever is later, the **Insured Person** was not aware of any reason why such **Journey** would need to be curtailed. **We** will pay for the unused portion of **Your Journey**
3. an act of terrorism, declared as such by the country the act occurred in, occurring during **Your Journey** or up to 31 days prior to **Your** booked departure from the **United**

**Kingdom** as shown in **Your** booking confirmation occurring within 40 miles of **Your** booked accommodation

4. The **Insured Person** contracting Covid-19 and having a confirmed diagnosis from a **Medical Practitioner**

#### Conditions

1. Notification
  - A. Cancellation – notification of cancellation of the **Journey** must be given:
    - i. in writing to the tour operator or travel agent (or in respect of **Journeys** not arranged via a tour operator or travel agent – to the accommodation and transport providers)
    - ii. verbally or in writing to the **Claims Handler**
  - B. **Curtailment** - Notification of **Curtailment** of the **Journey** must be given to the **Assistance Company** and be authorised by them PRIOR TO the **Insured Person** arranging to return home from the **Journey**.
2. 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.
3. it is a requirement of this insurance that **You** must notify **Us** as soon as circumstances arise that **You** believe necessitate the cancellation of **Your Journey**. Failure to do so could prejudice any claim.

#### Exclusions (also see General Exclusions)

1. For **Curtailment** claims the **Company** shall not be liable for the return transport portion of **Your Journey** where **We** have paid for **Your** repatriation
2. Cover under this Section shall not apply in respect of:
  - A. death, injury or illness of any person who is not:
    - i. an **Insured Person**,
    - ii. a **Relative** or **Close Business Colleague** of the **Insured Person** or
    - iii. a travelling companion of the **Insured Person**
  - B. **Curtailment** not notified to and authorised by the **Assistance Company**
3. The **Company** shall not be liable for any claim where medical or other appropriate evidence is not provided as proof of the necessity to cancel or curtail a **Journey**.
4. The **Company** shall not be liable for any claim arising out of any medical condition or set of circumstances known to the **Insured Person** at the date of purchasing this insurance or booking a trip where such condition or set of circumstances could reasonably have been expected to give rise to cancellation or Curtailment of the **Journey**.
5. The **Company** shall not be liable for any claim as a result of the disinclination of the **Insured Person** or travelling companion to travel or continue their **Journey** unless covered under Section 3 - Cancellation and **Curtailment** Sub-section 3.
6. The **Company** shall not be liable for any claim arising out of the financial circumstances of the **Insured Person** unless it is as a result of the **Insured Person** being involuntarily made redundant from permanent employment and qualifying for payment under the current redundancy payment law.

7. The **Company** shall not be liable for any claim arising out of **Your** failure to hold, obtain or produce a valid visa or passport for the **Journey**.
8. The **Company** shall not be liable for any additional costs or expenses arising out of **Your** failure to notify the travel agent, tour operator or provider of transport or accommodation immediately it is found necessary to cancel **Your** trip.
9. The **Company** shall not be liable for any claim due to cancellation or postponement of any activity, concert, event or sporting event that the **Insured Person** had booked to attend.
10. There shall be no cover under this Section for any claim covered under the Travel Delay, Missed Departure, Loss of Passport, Loss of Pet documentation, Catastrophe, Financial Failure or Missed Cruise Connection sections.
11. The **Company** shall not be liable for any claim in respect of a travelling companion, a **Relative** or a **Close Business Colleague** contracting Covid-19
12. any claim arising directly or indirectly by the **Insured Person** choosing or being recommended or instructed to quarantine or isolate as a result of exposure to any infectious disease including Covid-19
13. any claim arising directly or indirectly from any epidemic, or pandemic as declared by the World Health Organisation (WHO) or any fear of or threat of epidemic, or pandemic
14. any claim under this Section of this policy relating to change in travel advice by the Foreign, Commonwealth and Development Office (FCDO) or comparable prohibitive regulations by the government of the country **You** are in or travelling to relating to any infectious disease including Covid-19. In the event **You** are already at a destination on the date the FCDO issues a warning against all travel or all but essential travel to that destination or comparable prohibitive regulations by the government of the country **You** are in or travelling to, cover will be maintained for a period of up to 7 days and then cover will cease unless specifically agreed by **Insurers** in writing

#### Section 4 – Personal Accident

The **Company** shall pay the **Insured Person** the applicable benefit shown below 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 – meaning 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 qualified ophthalmic specialist – £25,000
  - 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 – £25,000

4. Permanent Total Disablement – meaning total and permanent 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.

#### Conditions

1. The **Company** shall not pay more than one benefit in connection with the same accident.
2. In respect of any **Insured Person** under the age of 16 years at the time of bodily injury Benefit 1 Death - will be limited to £5,000
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 IMMEDIATELY on 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. when not being worn or carried by the **You**, **Valuables** MUST be kept in a safe or safety deposit box if one is available within the booked accommodation occupied by **You** or left out of sight hidden in **Your** locked booked accommodation.
3. the **Company** shall not be liable for more than:
  - A. £500 any one article, pair or set irrespective of single or joint ownership
  - B. £1,000 in total in respect of loss of or damage to **Valuables**
  - C. the proportionate value of that part of any pair or set that is lost or damaged
4. the **Company** will have the option to repair, replace, reinstate or make a cash payment based on the intrinsic value of the article(s) in question.

#### Exclusions (also see General Exclusions)

See Exclusions applicable to Sections 5, 6 and 7.

### 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 accidental 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 travellers cheques and/or debit /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

**Exclusions (also see General Exclusions)**

See Exclusions applicable to Sections 5, 6 and 7.

**Section 7 – Loss of Passport**

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

PROVIDED THAT:

1. upon discovery immediate notification shall be given to the nearest British Consulate or if not holding a British passport to the **Your** nearest Embassy and a written report of the loss obtained from them
2. when not being carried by **You** the passport MUST be kept in a safe or safety deposit box if one is available within the booked accommodation occupied by **You** or hidden out of sight in **Your** locked booked accommodation.

**Exclusions Applicable to Sections 5, 6 and 7 (also see General Exclusions)**

This insurance does not cover:

1. loss, damage, theft or attempt thereof of:
  - A. **Money**, credit cards, passport or personal baggage left unattended in the open or any public place
  - B. **Your Valuables, Money**, credit cards or passport from any **Unattended Vehicle** or from personal baggage unless carried by hand and under **Your** personal supervision
  - C. personal baggage from any **Unattended Vehicle**:
    - i. between the hours of 8pm and 9am local time
    - ii. at any other time unless:
      - a. the vehicle has been secured from unauthorised entry and
      - b. the personal baggage has been hidden from view and
      - c. there is evidence of violent and forcible entry to or exit from the vehicle
  - D. personal baggage from any roof rack, external rack or container
  - E. mobile telephones
2. loss of or damage to:
  - A. stamps, documents, contact lenses, hearing aids, alcohol, tobacco (or tobacco products), perishable goods, motor vehicles (or accessories) or antiques
  - B. sports equipment whilst in use
  - C. business equipment, goods, samples or tools

3. 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
4. shortages due to error, omission or depreciation in value
5. damage to brittle articles (including teeth or dentures).
6. damage to computer, tablets, radio or audio equipment (including discs, memory sticks or mp3 players), electronic games or e-books.
7. **Golf Equipment or Ski 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:

1. the **Insured Person**:
  - A. forwards to the **Claims Handler** as soon as practicable upon receipt every letter, claim, writ, summons or process
  - B. 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
2. 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**.

### 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.

### 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 out of 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 directly or indirectly 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 out 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 ski, snow mobile)

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 out of the use by the **Insured Person** of any:

1. jet ski hired from a licenced operator on inland waterways or coastal waters
2. snowmobile hired from a licenced 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 licenced hirer
4. the **Insured Person** is participating in the activity purely for leisure purposes.

### Exclusions (see also General Exclusions)

The insurance does not cover:



1. loss of, theft or damage to such 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 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 (e.g. 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.

### 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 each period of 12 hours delay on any 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 conveyance from the time shown in the booking confirmation 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 sub-section 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.

#### **Exclusions (also see General Exclusions)**

See Exclusions applicable to Sections 11 and 12.

#### Section 12 – Missed Departure

The **Company** shall reimburse the **Insured Person** up to £1,000 in total in respect of reasonable additional and otherwise irrecoverable travel and accommodation (room only) expenses which the **Insured Person** necessarily incurs to purchase a ticket for an alternative journey 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
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 four 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.
4. Strike, industrial action, riot, civil commotion, adverse weather condition or mechanical breakdown of the booked mode of transport resulting in a delay of at least 4 hours in the departure of such booked mode of transport occurring on any leg of the **Journey** 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 **Journey** according to their booking confirmation.

#### **Condition**

**Insured Person** must allow a minimum of four hours for transfer between terminals, airports, ports or rail station for connecting leg of the **Journey** as shown on their booking confirmation.

#### **Exclusions applicable to Sections 11 and 12 (also see General Exclusions)**

This insurance does not cover any claim:

1. if the **Insured Person** fails to take all necessary steps to arrive at the coach terminal, rail terminal, port or airport according to **Your** booking confirmation supplied
2. if the **Insured Person** fails to check in at the coach terminal, rail terminal, port or airport according to their booking confirmation and/or
3. if the **Insured Person** fails to obtain:

- A. written confirmation from the carriers (or their handling agents) 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
- 4. where warning of such strike, riot, civil commotion, industrial action or adverse weather condition resulting in a claim had been given prior to booking the **Journey** or commencement of the **Period of Insurance** (whichever is the later)
- 5. for any additional expenses where the **Insured Person** has arrived back from a shore excursion late and misses the cruise sailing
- 6. for any additional expenses where the **Insured Person** has been offered alternative travel arrangements
- 7. that has been paid under Section 19 Missed Cruise Connection .

### 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 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 such
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

and 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** up to £100 for each full period of 24 hours up to a maximum of £500 in total in respect of reasonable additional and otherwise irrecoverable accommodation 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 shall be 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 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.

**Exclusions (also see General Exclusions)**

This insurance does not cover:

1. theft or attempt thereof of pet travel 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 out of loss of pet travel 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

**Section 16 – Seat Bumping**

The **Company** shall pay the **Insured Person** £200 in total in the event that they are unable to travel on any publicly licensed scheduled flight upon which they have reserved a seat and was due to fly during 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 airline confirming that they are not travelling on the flight and on the seat reserved 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 or carrier in respect of the same event.

**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 reasonable steps to comply with the airline's terms of carriage
- b. allow sufficient time to arrive at the airport with reasonable expectation of meeting the airline's scheduled check in time.

## Section 17 – 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 **we** 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 see General Definitions)**

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**

- a. All reasonable and necessary costs chargeable by the **Appointed Representative** and agreed by **DAS** in accordance with the **DAS Standard Terms of Appointment**.
- b. 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 on 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 Channel Islands and registered with a **Medical Practitioner** in the United Kingdom or 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 (also see General 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. 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 or agent of Syndicate 1991 at Lloyd's .
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.
20. The **Legal Expenses Insurer** and/or their servants and agents shall not be liable for:
  - a. the failure or any consequence of the failure of the **Company** or their servants or agents to satisfy in all or in part their obligation under this policy.
  - b. 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.
  - c. 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
  - d. 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 **we** 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.
  - c. **DAS** may decide to pay an **Insured Person** the reasonable 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 their own expense and for their 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.

- d. Where a settlement is made on a without costs basis **DAS** will decide what proportion of that settlement will be regarded as **Costs and Expenses** and payable to **DAS**.
4.
  - a. An **Insured Person** must instruct the **Appointed Representative** to have legal costs taxed, assessed or audited if **DAS** ask for this.
  - b. An **Insured Person** must take every step to recover **Costs 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 an **Insured Person** and **DAS** about the handling of a claim and it is not resolved through **DAS**' internal complaints procedure, an **Insured Person** can contact the Financial Ombudsman Service for help. For all other types of disputes there is a separate arbitration process. The arbitrator will be a barrister chosen jointly by **DAS** and an **Insured Person**. If there is a disagreement over the choice of arbitrator, **DAS** will ask the Chartered Institute of Arbitrators to decide.
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 its start date or from the date of claim, or alleged claim, 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.

Where the above circumstances apply, as part of **DAS** fraud prevention measures **DAS** will, at their discretion, also share information with other parties such as the police, government bodies and anti-fraud organisations.

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 **Your 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 centres 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 call the **Insured Person** back.

To help check and improve service standards, **DAS** records 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.

#### Section 18 – 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).

#### **Exclusions (see also General Exclusions)**

1. The **Company** shall not be liable for more than £5,000 or the otherwise irrecoverable sums paid or contractor 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:
  - A. an **End Supplier** who is bonded or insured elsewhere (even if the bond is insufficient to meet the claim)
  - B. 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 loss that is not directly associated with the incident that caused **You** to claim.
6. Any claim submitted after six months following the **Financial Failure** of the **End Supplier**

### Section 19 – Missed Cruise Connection

The **Company** shall reimburse the **Insured Person** up to £1,000 in total in respect of reasonable additional and otherwise irrecoverable travel and accommodation (room only) expenses which the **Insured Person** incurs during the **Journey** to purchase a ticket for an alternative **Journey**:

1. to reach the next available embarkation point in time to board the original cruise ship **You** were booked to travel on or
2. if **You** fail to disembark from the cruise ship at the final disembarkation port in time to reach **Your** booked international departure point to return to **Your** home in the **United Kingdom** or Channel Islands from such overseas destination as a consequence of:
  - A. mechanical breakdown, strike, riot, civil commotion, industrial action or adverse weather conditions commencing during the **Period of Insurance** and causing interruption of scheduled public transport service PROVIDED THAT no warning of such strike, riot, civil commotion, industrial action or adverse weather condition had been given prior to booking the **Journey** or commencement of the **Period of Insurance** (whichever is the later)
  - B. 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
  - C. abnormal and unforeseeable traffic congestion which the **Insured Person** can prove resulted in an increase of more than four 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.
  - D. The failure of **Your** cruise ship to reach the final disembarkation port as per the original booking confirmation PROVIDED THAT no warning of change to the booking had been given prior to commencement of the **Journey** or commencement of the **Period of Insurance** (whichever is later)

#### Condition

**You** must allow a minimum of four hours for:

1. Transfer between terminals, airports, port or rail station to make the cruise connection as shown in **Your** booking confirmation
2. Transfer between **Your** final cruise disembarkation point and the terminal, airport, port or rail station for **Your** final departure on the return leg of the **Journey** to the **United Kingdom** or Channel Islands

### **Exclusions (see also General Exclusions)**

This insurance does not cover any claim:

1. if **You** fail to take all steps to arrive at the coach terminal, rail terminal, port or airport according to **Your** booking confirmation
2. if **You** fail to check in at the coach terminal, rail terminal, port or airport according to **Your** booking confirmation and/or
3. if **You** fail to obtain:
  - A. written confirmation from the carriers or cruise ship (or their handling agents) 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
4. where warning of strike, riot, civil commotion, industrial action or inclement weather resulting in a claim had been given prior to booking the **Journey** or commencement of the **Period of Insurance** (whichever is the later)
5. for any additional expenses if **You** have been offered alternative travel arrangements
6. for any additional expenses where the **Insured Person** has arrived back from a shore excursion late and as a result has missed the departure of the vessel
7. that has been paid under the Missed Departure section.

### **Leisure Holiday Activities Covered (excluding organised sports trips or tours or engaging in an activity as a professional or where Insured Person receives any financial reward or gain)**

In respect of each **Insured Person** the following activities are covered if undertaken on an incidental basis and to the extent permitted below as part of their leisure holiday during the **Period of Insurance** – please read carefully where requirements, limitations and exclusions apply to certain activities which are specified below:

Abseiling with a licenced operator, angling, aerial safaris with a licensed operator, archery (properly supervised), badminton, banana boating, baseball, basketball, beach games, bowls, bungee jumping with a licensed operator, camel riding (supervised), clay pigeon shooting (under supervision), cricket, croquet, curling, cycling (excluding BMX stunt riding), deep sea fishing (with a licenced operator), elephant riding/trekking (supervised), fencing, fell running, fell walking, fishing, football (amateur), gliding (with a licensed organisation), go karting, golf, gymnastics (non-competitive), hang gliding (tandem only with a licensed operator), high diving (from a purpose built diving board over a man-made pool only), high ropes (with a licensed operator), hiking (established, documented, paths/tracks/mapped routes) hockey, hot air ballooning (with a licenced operator), horse riding only whilst protective headgear is worn (excluding jumping trials, hunting, jumping and competitive riding), ice skating, jet boating (as a passenger), jet skiing, marathon running, mountain biking only whilst protective headgear is worn and (excluding competitions and extreme downhill mountain biking), netball, paragliding (tandem with licensed organisation), parasailing (towed by boat), parachuting (static line or tandem only with licensed organisation), paddle boarding (within half mile of shore), pedalo, polo, pony trekking only whilst protective headgear is worn, quad biking only whilst protective headgear is worn and with a licensed operator, river canoeing/ kayaking and/or rafting (in calm water not sea or white water above grade 3), rambling, roller blading, rounders, rowing, rugby, safaris (provided that the **Insured Person** will not be using a firearm), sail boarding, sailing and yachting (inshore/coastal waters – within 12 miles of coastline), scuba diving (as long as not flying within 24 hours of last dive) up to a depth of 10 metres as standard or up to a depth of

30 metres maximum (as long as PADI qualified or equivalent to that depth or diving with with a qualified instructor), sand surfing, sand safaris, sea kayaking (within half mile of shore), skating, skin diving, snorkelling, squash, surfing, swimming, table tennis, ten pin bowling, tennis, trekking (established, documented, paths/tracks/ mapped routes with a 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 and wind surfing.

**If you have opted for the Optional Wintersports Extension, cover under this will also include:**

bobsleighing, cross country skiing (on recognised paths), curling, ice hockey (other than on an indoor ice rink), off piste skiing/snow boarding (in areas considered safe by the ski resort management or local ski school), husky sledging (as a passenger booked with a licensed operator), mono skiing, ski boarding, sledging, sleigh riding (with a licensed operator), snowboarding, snowshoeing, snow skiing and snowmobiling (with a licenced operator).

There is no cover under Section 8 – Personal Liability for jet skiing, sailing and yachting, snowmobiling or when using any form of motorised vehicle.

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

#### **Optional Winter Sports Extension**

The following Sections 20, 21, 22 and 23 only apply if Wintersports Extension is shown in **Your** travel insurance certificate as being included.

#### **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.

**NEVER SKI IN CLOSED AREAS – IT IS EXTREMELY DANGEROUS AND INSURANCE COVER MAY BE INVALIDATED.**

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.

#### **Section 20 – 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 to repair, replace, reinstate or make a cash payment based on the intrinsic value of the article(s) in question

**Exclusions (also see General Exclusions)**

This insurance does not cover:

1. Sports Equipment other than **Ski Equipment**
2. Loss of or damage to **Ski Equipment** whilst in use.
3. 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
4. Shortages due to error, omission or depreciation in value
5. theft or attempted theft of **Ski Equipment** from any **Unattended Vehicle**:
  - A. between the hours of 8pm and 9am local time
  - B. at any other time unless such vehicle has been secured from unauthorised entry and the **Ski Equipment** is:
    - i. hidden from view within the vehicle  
or
    - ii. 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.
6. theft or loss of **Ski Equipment** not reported to the local police within 24 hours and a written report obtained from them

**Section 21 – Ski Equipment Hire Charges**

The **Company** shall pay up to £400 in total in respect 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 22 – Piste Closure**

This Section is only valid for **Journeys** during peak season for 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 they 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 23 – 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 or were it not for the **Excess** under that Section of this policy.

#### Optional Golf Cover Extension

The following Sections 24, 25 and 26 only apply if Golf Cover extension is shown in **Your** travel insurance certificate as being included.

### Section 24 – Golf Equipment

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 to repair, replace, reinstate or make a cash payment

#### Exclusions (also see General Exclusions )

See Exclusions applicable to Sections 24 and 25.

### Section 25 – 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 24 and 25 (see also General Exclusions)**

**This insurance does not cover:**

1. Sports equipment other than **Golf Equipment**
2. Loss of or damage to **Golf Equipment** whilst in use.
3. 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.
4. Shortages due to error, omission or depreciation in value.
5. **Golf Equipment** left unattended in a public space
6. Theft or attempt thereof of **Golf Equipment** from any **Unattended Vehicle**:
  - i. between the hours of 6pm and 10am 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
7. theft or loss of **Golf Equipment** not reported to the local police within 24 hours and a written report obtained from them.

**Section 26 – 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.

**Exclusions (see also General Exclusions)**

This insurance does not cover green fees recoverable elsewhere.



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