



Yachtsman's Travel

This Policy is a contract between *You* (named in the *Schedule*) and Canopus Underwriting Limited on behalf of Syndicate 4444 at Lloyd's (hereafter referred to as *Us, Our, We*).

Provided the premium specified has been paid in the required manner *We* will provide the insurance specified in this Policy and *Schedule* and any attached endorsements during the *Period of Insurance*.

All information supplied to *Us* by or on behalf of *You* is deemed to be incorporated in and shall form the basis of this Policy.

Authorised Signature:


Stephen J Thompson
Head of Accident & Health
Canopus Underwriting Limited

Canopus Underwriting Limited is an Appointed Representative of Canopus Managing Agents Limited, which is authorised and regulated by the Financial Services Authority. Canopus Underwriting Limited and Canopus Managing Agents Limited are member companies of the Canopus Group.

Canopus Underwriting Limited
Registered Office: Gallery 9, One Lime Street, London, EC3M 7HA
Registered in England No: 2473672

YMS Wording v1.20090101

Please detach this and keep in a safe place in case you need to contact us whilst travelling.



Important Phone Number

Please fill in your Policy Number, you will need to quote this when calling.

Medical Assistance Notification

In the event of a serious illness or injury during your trip which will require hospitalisation, in the first instance you must telephone our Medical Assistance line
+44 (0)20 7111 1101

Other Claim Notification

You should contact your insurance intermediary who sold you this policy at the address and telephone number that will appear on the intermediary's correspondence

Yachtsman's Travel
Policy Number:

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Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). *You* may be entitled to compensation from the scheme if *We* are unable to meet *Our* obligations under this contract. A claim under this contract of general insurance is covered for 100% of the first £2,000 and 90% of the remainder of the claim without any upper limit.

Further information about the scheme is available from the Financial Services Compensation Scheme at the below address or on their website: www.fscs.org.uk

7th Floor
Lloyds Chambers
Portsoken Street
London E1 8BN

Dispute and Complaints

We are dedicated to providing *You* with a high quality service and want to ensure that this is maintained at all times. If *You* feel that *We* have not offered a first class service please write and tell *Us* and *We* will do *Our* best to resolve the problem. *Our* contact details are:

Head of Accident & Health
Canopus Underwriting Limited
Gallery 9
One Lime Street
London EC3M 7HA

If *You* have any questions or concerns about the insurance or the handling of a claim *You* should, in the first instance, contact *Your* insurance intermediary.

If *You* have a problem concerning any aspect of *Your* insurance please contact *Your* insurance intermediary.

In the event *You* remain dissatisfied and wish to make a complaint it may be possible in certain circumstances for *You* to refer that matter to the Policyholder & Market Assistance at Lloyd's. Their address is:

Policyholder & Market Assistance
Lloyd's Market Services
One Lime Street
London EC3M 7HA
Tel No: 020 7327 5693 Fax No: 020 7327 5225
E-mail: complaints@lloyds.com

In the event that the Policyholder & Market Assistance team is unable to resolve *Your* complaint, it may be possible for *You* to refer it to the Financial Ombudsman Service (FOS).

Following the complaints procedure with the FOS does not affect *Your* rights to take legal action.

Further details will be provided at the appropriate stage of the complaints process.

Cooling-Off Period

If this cover does not meet *Your* requirements, *You* may return the insurance documentation to *Your* insurance intermediary within fourteen (14) days of the cover starting or the day on which *You* receive the documents, whichever is the later.

We will refund all premiums paid within thirty (30) days from the date *We* receive the notice of the cancellation from *You*. *We* will not refund premiums if *You* have made a claim within the fourteen (14) days.

Please contact *Your* insurance intermediary who issued this Policy to obtain this refund, their address and telephone number will appear on the intermediary's correspondence to *You*.

Schedule of Benefits Table

		ANNUAL TRIP			SINGLE TRIP
Territorial Limits		Worldwide			Various as declared
YACHTSMAN'S		GOLD	SILVER	BRONZE	SINGLE
Excess Sections 1, 2, 4, 5, 8, 9 Excess Section 6		£35 £100	£50 £100	£50 £100	£50 £100
Maximum Duration any one trip		60 days plus additions	45 days	30 days	Various
1	Cancellation & Disruption Rejoining the boat Crew replacement	£5,000 £3,000 £1,500	£3,000 Excluded Excluded	£2,500 Excluded Excluded	£3,000 Excluded Excluded
2	Medical, Repatriation and other Expenses Hospital Inconvenience (£25/day) Funeral Expenses	£5,000,000 £1,500 £ 5,000	£5,000,000 £1,500 £5,000	£5,000,000 £1,500 £5,000	£5,000,000 £1,500 £5,000
3	Personal Accident 1. Accidental Death 2. Loss of one limb or one eye 3. Loss of two limbs or both eyes or one limb and one eye 4. Permanent Total Disablement Personal Accident under 16	} £50,000 £2,500	} £20,000 £2,500	} £10,000 £2,500	} £20,000 £2,500
4	Baggage and Personal Effects Any one item Delayed Baggage	£3,000 £500 £100	£1,500 £350 £100	£1,000 £250 £100	£1,500 £350 £100
5	Money Travel Documents and Credit Cards	£750	£750	£750	£750
6	Legal Expenses Personal Liability	£25,000 £2,000,000	£25,000 £2,000,000	£25,000 £2,000,000	£25,000 £2,000,000
7	Hi-jack and kidnap (£50 per day)	£1,000	£1,000	£1,000	£1,000
8	WINTER SPORTS Maximum Duration Equipment Hire (£25 per day) Ski Equipment Lift pass Piste Closure (£25 per day) Avalanche Cover	Included 21 days £250 £500 £200 £250 £250	Included 17 days £250 £500 £200 £250 £250	Excluded	Excluded unless supplement paid £250 £500 £200 £250 £250
9	Business Cover Business Equipment Business documents and records Business Money Replacement Staff	Included £1,000 £100 £500 £2,500	Included £1,000 £100 £500 £2,500	Excluded	Excluded unless supplement paid £1,000 £100 £500 £2,500

Cover Options

The Cover Option purchased by *You* will be shown in the *Schedule*.

Annual Multi-Trip

Provides travel cover during the *Period of Insurance* provided no single *Trip* lasts longer than:

Yachtsman's Bronze- 30 days

Yachtsman's Silver - 45 days

Yachtsman's Gold - 60 days plus additional periods as may be endorsed on your schedule for which you will have paid an additional premium.

If the *Trip* is not completed within the above single trip duration due to circumstances outside *Your* control,

cover will continue for a maximum of 30 days at no additional premium.

Any person travelling who is under the age of 18 years at the commencement of the *Trip* must be accompanied for the entire *Trip* by an adult. Cover is provided for *Winter Sports* within the *Period of Insurance* Up to 17 days Bronze/Silver and 21 days Gold in total.

Business Cover

See Section 9 for details of the cover provided.

Single Trip

Provides one *Trip* up to a maximum period of 12 months.

Winter Sports

See Section 8 for details of the cover provided.

NOTE: See the list of activities and sports (Section 10) for which cover is available under this Policy. If the activity or sport is not shown, please refer to *Your* insurance intermediary.

GEOGRAPHICAL AREAS

UNITED KINGDOM

England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands. Cover only applies if *Your Trip* is outside a 50 mile radius from *Your* home and at least two nights stay in pre-booked accommodation, or where the insured person is travelling to or from a marina, port or harbour for the purpose of sailing or crewing on any vessel within the United Kingdom waters

EUROPE

Europe including Republic of Ireland, Canary Islands, Madeira and countries bordering the Mediterranean

WORLDWIDE including USA and CANADA

Anywhere in the world.

General Conditions

1. Observance - Failure to Comply with Policy Conditions

Our liability to make any payment under this Policy shall be conditional upon *Your* observance of all terms, provisions, conditions and endorsements of this Policy. Where *You* do not comply with any obligation to act in a certain way specified in this Policy, this may prejudice *Your* position to recover under any claim.

2. Disclosure

We shall not be exposed to liability under this Policy and *You* shall have no rights hereunder unless at the inception of this Policy and at the time of any amendment:

- 2.1 *You* were not in breach of any common law duty in regard to non-disclosure or misrepresentation; and further
- 2.2 *You* had no knowledge and had received no information of any material matter, fact or circumstances (not being a matter of common knowledge of which *We* ought, in the ordinary course of business, to know independently) likely to give rise to a loss hereunder.

Your performance of these obligations shall be a necessary prerequisite to cover, and in any proceedings by *You* or between *You* and *Us* the burden shall in all circumstance be upon *You* to establish that these obligations have been complied with.

3. Claims Procedure

On the happening of any occurrence likely to give rise to a claim under this Policy, it is a condition precedent to *Our* liability under this Policy that *You* will ensure that notice is given to *Us* in writing as soon as reasonably possible after the date of the occurrence and in any event within ninety (90) days. Such notice shall include full particulars of the occurrence.

You should contact *Your* insurance intermediary who sold *You* this Policy at the address and telephone number that will appear on the intermediary's correspondence.

Medical Assistance Notification:

In the event of a serious illness or injury during *Your Trip* which will require hospitalisation, in the first instance *You* must telephone *Our* Medical Assistance line:
+44 (0)20 7111 1101

4. Claims Co-operation

You shall provide assistance and co-operate with *Us* or *Our* representatives, in obtaining any other records *We* deem necessary to evaluate the incident or claim. In no event shall *We* be liable to pay any claim hereunder unless *You* co-operate with *Us* and/or *Our* representatives in the investigation of the claim.

5. Applicable Law and Jurisdiction

The parties are free to choose the law applicable to this insurance contract. Unless specifically agreed to the contrary this shall be subject to English law.

6. Contracts (Rights of Third Parties) Act 1999 Clarification Clause

A person who is not a party to this insurance contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this insurance contract but this does not affect any right or remedy of a third party which exists or is available apart from this Act.

7. Travel Period

Cover in respect of each *Trip* shall commence when *You* leave *Your* home or place of work whichever occurs last and terminates at the time *You* return to *Your* home or place of work whichever occurs first.

8. Access to additional materials

You shall provide *Us*, or *Our* designated representatives, all information, documentation, medical information that *We* may reasonably require at all reasonable times during the term of this Policy, or until resolution of all claims, whichever is later.

9. Right to Medical records and Medical examination

Following notice of a claim, *You* shall provide, when requested by *Us*, all authorisations necessary to obtain *Your* medical records. *We* have the right to have *You* examined by a physician or vocational expert of *Our* choice, and at *Our* expense, when and as often as *We* may reasonably request.

10. Fraudulent Claims

If *You* or any other person acting on *Your* behalf submits a claim under this Policy that shall in any respect be false or fraudulent, *We* shall be under no liability to make payment in respect of such claim and *You* must pay back any benefit that *We* have already paid. If this happens *We* will not refund any premium.

11. Limitation

In no case shall *Our* liability in respect of *You* exceed the largest sum insured stated in the *Schedule*.

12. Cancellation

We may cancel this Policy or any cover by giving *You* thirty (30) days written notice at *Your* last known address and in such event the premium for the period up to the date when the cancellation takes effect shall be calculated and *We* shall return any unearned portion of the premium paid.

You can cancel this Policy by giving *Us* thirty (30) days written notice at:

Topsail Marine Insurance. 2nd Floor Chapman House, Chapman Way, Tunbridge Wells Kent TN2 3EF

If this happens, provided no claim has been paid or is payable and no incident has occurred which could give rise to a claim under this Policy or the *Trip* has commenced, the premium for the period up to the date when the cancellation takes effect will be calculated and any unearned portion of the premium paid will be returned, subject to a minimum retention of one half of the premium paid or £50 whichever is the lesser.

13. Attestation Clause

Each member of the syndicate (rather than the syndicate itself) is a (re)insurer. Each member if applicable has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other (re)insurer that may underwrite this Policy. The business address of each member is Lloyd's, One Lime Street, London, EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

14. Health Declaration

If *You* are over the age of 70 years you must complete a Health Questionnaire form each *Period of Insurance* so *We* may consider whether any medical terms are to apply.

15. Data Protection Act 1998

It is understood by *You* that any information provided to *Us* regarding *You* will be processed by *Us*, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling of claims, if any, which may necessitate providing such information to third parties.

General Exclusions

We will not pay any claim directly or indirectly caused or contributed to by:

1. *War*.
2. the use, release or escape of nuclear materials that directly or indirectly results in nuclear reaction or *Radiation* or radioactive contamination; or
 - 2.1 the dispersal or application of pathogenic or poisonous biological or chemical materials; or
 - 2.2 the release of pathogenic or poisonous biological or chemical materials.
3. *Winter Sports* unless an Annual Multi Trip policy or the Single Trip policy winter sports extension is purchased; competition in events on snow or ice; freestyle skiing; ski jumping; heli-skiing; ice hockey; the use of bob sleighs and skeletons; motor cycling (other than mopeds or motor scooters under 125cc hired during the *Trip*); mountaineering or rock climbing normally requiring the use of ropes or guides; driving a mechanically propelled vehicle in any kind of race.
4. *You* or any person on whose health the *Trip* may depend, whose condition may give rise to a claim:
 - 4.1 has during the two years prior to the commencement of cover under this Policy received or been referred for any treatment surgery, investigations or follow-ups at any hospital, surgery or clinic any of the following medical conditions:
 - 4.1.1 Asthma requiring inpatient treatment, bronchitis, any other lung or respiratory condition, cancer, any growth or form of malignancy, diabetes mellitus, epilepsy or fits, any kidney or bladder disorder, any mental or psychological condition; or
 - 4.1.2 has any other medical condition that is ongoing or from which *You* have suffered symptoms requiring inpatient treatment during the two years prior to the commencement of cover under this Policy and/or any *Trip*; or
 - 4.1.3 has ever had cardiovascular problems, or other heart condition, hypertension or any cerebrovascular problems that had occurred at anytime prior to the commencement of cover under this Policy and/or prior to any *Trip*.
 - 4.2 (including a person travelling with *You* or a *Relative*) being diagnosed with a terminal condition.
5. *You* travelling against medical advice.
6. *You* travelling for the purpose of receiving medical treatment.
7. *You* being aware of any medical condition which could reasonably be expected to lead to a claim

Note: *You* must inform *Us* of any health changes to *You* or a *Relative* happening after this Policy is issued and before *You* travel. *We* have the right to alter the terms of cover in this instance.

8. flying, except as a passenger in an aircraft licensed to carry passengers.
9. professional entertaining.
10. travelling to a country where the Foreign and Commonwealth Office have advised against all but essential travel.
11. being under the influence of, or being affected by alcohol or drugs (unless such drug has been prescribed by a qualified *Medical Practitioner* but not for the treatment of drug addiction).
12. attempting to commit or committing intentional self-injury or suicide.
13. the tour operator, airline or any other company, firm or person becoming insolvent, or being unable or unwilling to fulfil any part of their obligation to *You*.
14. pregnancy within ten (10) weeks of the estimated date of delivery, or childbirth.
15. taking part in manual labour or in any sport or activity not shown in Section 10 **Activity and Sports List**.
16. any criminal or illegal act by *You*.
17. operational duties as a member of the armed forces.
18. participating in professional sports.
19. Human Immunodeficiency Virus (HIV) and/or Acquired Immune Deficiency Syndrome (AIDS) and/or any HIV or AIDS related illness.
20. deliberate exposure to exceptional danger (other than in an attempt to save human life).
21. after the expiry of the *Period of Insurance* during which *You* reach age 70 years for Annual Multi-Trip policy and 75 years for Single Trip policy unless specifically agreed and additional premium paid

General Definitions

Certain words in this Policy have a specific meaning. They have this specific meaning wherever they appear in this Policy, *Schedule* or endorsements and are shown in bold italic print.

1. *Employee*

Any person under a contract of employment, service or apprenticeship with *You*.

2. *Excess*

The first amount of each and every loss that each *Insured Person* shall pay.

3. *Injury*

A bodily injury resulting from an accident caused by violent, external and visible means and occurring solely and directly and independently of any other cause which occurs at an identifiable time and place within twelve (12) calendar months of the date of the accident.

4. *Medical Practitioner*

Any suitably qualified medical practitioner registered by the General Medical Council in the United Kingdom (or foreign equivalent); or in respect of dental treatment only, a dental practitioner who is registered with the British Dental Association (or foreign equivalent); other than:

an *Insured Person*, a member of the immediate family of the *Insured Person* or *Your Employee*.

5. *Partner*

Your spouse, common-law spouse or civil partner.

6. *Period of Insurance*

The period shown in the *Schedule*.

7. *Permanent Total Disablement*

Total Disablement which has lasted for twelve (12) consecutive calendar months and entirely prevents *You* from engaging in any occupation for which *You* are suited by education, training or experience for the remainder of *Your* life.

8. *Property*

Personal effects owned by or *Your* responsibility which are taken by *You* on or acquired during the *Trip*.

9. *Radiation*

The emission, discharge, dispersal, release or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement, or death, amongst people or animals.

10. *Relative*

Your or *Your Partner's* parents, brother, sister, son, daughter, adopted or fostered children, grandparent, grandchild, step parent, step child, step brother or step sister.

11. *Schedule*

The document showing details of *Your* cover.

12. *Terrorist Activity*

An act, or acts, of any person, or group(s) of persons, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public, in fear. *Terrorist Activity* can include, but not be limited to, the actual use of force or violence and/or the threat of such use. Furthermore, the perpetrators of a *Terrorist Activity* can either be acting alone, or on behalf of, or in connection with any organisation(s) or government(s).

13. *Trip*

A holiday; and a non-manual business trip if Section 9 is purchased.

Cover under Section 1 (Cancellation and Disruption) commences at the time *You* book the *Trip* or this Policy is issued and the premium paid, whichever is the later. If *You* have an Annual Multi-Trip Policy cover under Section 1 commences at the time *You* book the trip during the *Period of Insurance*.

Cover commences during the *Period of Insurance* when *You* leave *Your* home or place of work whichever occurs last and ends when *You* return to *Your* home or place of

work or the date shown on the *Schedule* whichever occurs first.

14. *United Kingdom*

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

15. *Utilisation of Biological weapons of mass destruction*

The emission, discharge, dispersal, release or escape of any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesised toxins) which are capable of causing incapacitating disablement or death amongst people or animals.

16. *Utilisation of Chemical weapons of mass destruction*

The emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical compound which, when suitably distributed, is capable of causing incapacitating disablement or death amongst people or animals.

17. *Utilisation of Nuclear weapons of mass destruction*

The use of any explosive nuclear weapon or device or the emission, discharge, dispersal, release or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement or death amongst people or animals.

18. *Valuables*

Jewellery, furs, gold and silver articles, watches, binoculars, telescopes, photographic equipment, MP3 players, computer and laptop equipment, audio equipment and video equipment.

19. *War*

Any activity arising out of or attempt to participate in the use of military force between nations and will include:

- (i) Hostilities or warlike operations (whether war be declared or not).
- (ii) Invasion, civil war, rebellion, insurrection, revolution.
- (iii) Act of an enemy foreign to *Your* nationality, or the country in, or over, which the act occurs
- (iv) Civil commotion assuming the proportions of, or amounting to, an uprising.
- (v) Overthrow of the legally constituted government.
- (vi) Military or usurped power.
- (vii) Explosions of war weapons.
- (viii) *Terrorist activity*.
- (ix) *Utilisation of Nuclear, Chemical or Biological weapons of mass destruction* however these may be distributed or combined.
- (x) Murder or Assault subsequently proved beyond reasonable doubt to have been the act of agents of a state foreign to the nationality of the *Insured Person* whether war be declared with that state or not.

20. *We, Us, Our*

Certain underwriters at Lloyd's of London, whose definitive numbers and the proportions underwritten by them which will be supplied on application.

21. *You, Your, Insured Person(s)*

The person or people named in the *Schedule* who are domiciled in the *United Kingdom*.

Section 1 - Cancellation and Disruption

WHAT IS COVERED

1. Cancellation, Curtailment and 'Get-you-there' Expenses

We will pay *You* the following expenses incurred as the result of any of the Specified occurrences in paragraphs a) to e) below:

- 1.1 Up to the sum insured shown in the Schedule of Benefits Table in respect of irrecoverable loss of unused travel and accommodation expenses (including yacht charter, race, rally or event booking fees) paid in advance or for which there is a contractual liability consequent upon the cancellation or curtailment of the pre-arranged *Trip* or, if the *Trip* is not cancelled,
- 1.2 Up to the sum insured shown in the Schedule of Benefits Table in respect of reasonable additional travel and accommodation expenses incurred in fulfilling the pre-booked travel and accommodation commitments, including the use of equivalent local accommodation if rendered necessary by an occurrence covered under Subsection 1.e).

Specified occurrences:-

- a) *Your* death or sustaining an *Injury* or becoming seriously ill.
- b) the death, *Injury* or serious illness of *Your* relative, fiancé(e) or business colleague or of any person with whom *You* had arranged to travel, reside or conduct business or the immediate relative, fiancé(e) or business colleague of such person.
- c) *You* or any person with whom *You* had arranged to travel, reside or conduct business being:
 - (i) quarantined or called for witness or jury service.
 - (ii) made redundant, provided that such redundancy qualifies for payment under the United Kingdom's Redundancy Payments Acts.
 - (iii) called for emergency duty as a member of the armed forces, the defense or civil administration, the police force, or the fire, rescue, public utility or medical services.
 - (iv) required to be present at *Your* home or place of business in the *United Kingdom* following a burglary or major damage caused by storm, flood or fire.
- d) the cancellation or delayed departure for 24 hours or more of an aircraft, sea vessel or other publicly licensed form of passenger transport in which *You*

had previously booked to travel, resulting from any of the following contingencies: strike, industrial action, fire, flood, earthquake, landslide, avalanche, volcanic eruption, adverse weather conditions and accident or mechanical breakdown provided always that such contingency had not occurred, commenced or been announced before the booking was made in respect of the flight voyage or journey thus affected.

- e) major damage caused by storm, flood or fire rendering uninhabitable the accommodation in which *You* had previously booked to reside during the *Trip*, including any waterborne vessel or craft.
- f) in the event of theft or total loss or compulsory quarantine of the owned vessel or vessel in which the *Insured Person* is sailing where total loss is the actual or constructive total loss of the vessel or where the repair is likely to exceed six weeks

2. Missed Departure and Transport Diversion

We will pay *You* up to £500 in respect of reasonable additional travel and accommodation expenses incurred by *You* in fulfilling *Your* pre-booked travel and accommodation commitments:-

- a) if at the commencement of the *Trip* *You* miss *Your* pre-booked international travel connection from the *United Kingdom* through disruption of *Your* journey to the *United Kingdom* departure point occurring as the direct result of:-
 - (i) a fellow passenger or a crew member of the conveyance in which *You* are travelling sustaining an *Injury* or becoming ill after such journey has commenced; or
 - (ii) any of the contingencies specified in Subsection 1.d), provided always that such contingency had not occurred, commenced or been announced before the international travel booking was made if the *United Kingdom* journey is by scheduled public transport services, or before the *United Kingdom* journey commenced if such journey is by non-scheduled transport.
- b) if at any time during the *Trip* an aircraft, sea vessel or other publicly licensed passenger conveyance in which *You* are travelling has to be diverted from its pre-arranged destination as the result of:-
 - (i) a fellow passenger or a crew member sustaining an *Injury* or becoming ill; or
 - (ii) any of the contingencies specified in Subsection 1.d), provided always that such contingency has not occurred, commenced or been announced before the booking was made in respect of the flight, voyage or journey thus affected.

3. Travel Delay Inconvenience Benefit

If *You* are delayed because of the late departure of an aircraft, sea vessel or other publicly licensed form of passenger transport in which *You* had previously booked to travel as a result of any of the contingencies specified in Subsection 1.d), provided always that such contingency had not occurred, commenced or been announced before the booking

was made in respect of the flight, voyage or journey thus affected, *We* will pay *You*:-

- a) On the outward journey at commencement of the *Trip* £20 for the first completed 12 hour period that transport is delayed and £10 for each subsequent completed 12 hour period, up to a maximum of £100 in all.

And again for all subsequent journeys during the *Trip*.

4. Alteration of Itinerary

We will pay *You* up to £1,000 for reasonable additional travel and accommodation expenses necessarily incurred by *You* in the alteration of the arrangements of the *Trip* consequent upon *You* being the victim of a hi-jack, kidnap, terrorist or criminal act, or upon the cancellation of publicly licensed passenger transport services caused by any of the contingencies specified in Subsection 1.d), provided that these occur or commenced during the *Trip*.

5. Rejoining the boat

Only applicable in respect of the Yachtsman's Gold policy.

Following repatriation in accordance with the cover provided under Section 2 - Medical Repatriation and Other Expenses *We* will pay:

- a) Up to £3,000 in all in respect of reasonable costs incurred by the *Insured Person* in rejoining *Your* vessel and or the vessel in which the *Insured Person* was due to travel at a suitable point of call as agreed by *Us*.

Or in the event that under medical advice the *Insured Person* cannot travel and the vessel requires emergency attention as agreed by *Us*:

- b) Up to £1,500 in all in respect of reasonable costs incurred in providing a representative for the *Insured Person* to attend to *Your* vessel and or the vessel in which the *Insured Person* was due to travel at a suitable point of call as agreed by *Us*.

Provided claims under this subsection are commenced within 12 months of the date of the initial claim under section 2 Medical Repatriation and other Expenses.

Claims shall only be payable in respect of either paragraph a) or b) above and not both

WHAT WE DO NOT COVER

- 1. the *Excess* amount shown in the Schedule of Benefits Table.
- 2. under Subsections 1.d), 2 and 3 for claims arising out of any contingency that had occurred, commenced or been announced before this Policy was effected.
- 3. claims for cancelling or curtailing *Your Trip* due to any medical condition or set of circumstances known to *You* at the time that the insurance was effected or at the time that the *Trip* was booked, whichever is the later, where such condition or circumstances could reasonably have been expected

to give rise to cancellation or curtailment of the *Trip*.

4. claims for *You* not wanting to travel.
5. losses outside the extent of the contractual liability.

CONDITIONS AND LIMITATIONS

We shall only be liable:-

1. to the extent of the contractual liability.
2. for claims arising from delayed departure under Subsection 1.d) and 3. if *You* have obtained written confirmation from the Carriers or their Agents stating the actual date and time of departure and the reason for the delay. For the purposes of claims payment under these Subsections the period of delay shall be taken as commencing at the departure time of the conveyance as specified in the booking confirmation supplied to *You*.
3. Under Subsection 2.a) if in the selection of the route, means of travel and time of departure *You* have done all things reasonable and practicable to minimise the possibility of late arrival at the *United Kingdom* departure point.
4. for claims under Subsection 2.a) attributable to mechanical breakdown of non-scheduled transport if *You* have obtained a garage or motoring organisation report confirming the date, cause and time of such breakdown.

Section 2 - Medical, Repatriation and Other Expenses

WHAT IS COVERED

We will pay up to the sum insured shown in the Schedule of Benefits Table in respect of:

1. Medical and Repatriation Expenses

Expenses necessarily incurred outside the *United Kingdom* as the result of *You* sustaining an *Injury* or becoming ill during the *Trip* for:-

- 1.1 *Your* medical, hospital and treatment expenses (including additional travel and accommodation expenses).
- 1.2 *Your* additional repatriation expenses; including compulsory quarantine.
- 1.3 emergency dental treatment for the immediate relief of pain.
- 1.4 accompanying medical attendants if agreed by prior consultation between *Your* attending physicians and *Us* or *Our* appointed advisors.
- 1.5 Reasonable travel and accommodation expenses of a *Relative* or friend (not necessarily an *Insured Person*) who on medical advice is required to travel to, remain with or escort *You*.
- 1.6 Expenses incurred for the special use of air transport if agreed by prior consultation between the *Insured Person's* attending physician and *Our* appointed advisors.

2. Emergency Return to the United Kingdom

We will pay additional travel and accommodation expenses necessarily incurred by *You* following:-

- 2.1 The death or serious illness or serious injury of *Your Relative*, fiancé(e) or business colleague necessitating *Your* presence in the *United Kingdom*.
- 2.2 Burglary or major damage at *Your* home or place of business in the *United Kingdom*.
- 2.3 The death or serious illness or serious injury of an accompanying *Insured Person*, or the repatriation of such person as provided for in Subsections 2.1 and 2.2 above.

We will also pay:

3. Hospital Inconvenience Benefit

We will pay the sum insured shown in the Schedule of Benefits Table for each completed 24 hour period that *You* spend as a hospital in-patient outside the *United Kingdom* as the result of *You* sustaining an *Injury* or becoming ill during the *Trip*, up to a maximum of the sum insured shown in the Schedule of Benefits Table.

4. Funeral Expenses

We will pay up to the sum insured shown in the Schedule of Benefits Table for the cost of transporting *Your* remains or ashes to *Your* former place of residence in the *United Kingdom* if *You* die during the *Trip*, and/or the cost of burial or cremation if this takes place in the country abroad where the death occurred to a maximum of the sum insured shown in the Schedule of Benefits Table.

WHAT IS NOT COVERED

1. the *Excess* amount shown in the Schedule of Benefits Table.
2. the cost of any medication, consultation or treatment the need for which could reasonably have been foreseen by *You* at the time that the *Trip* commenced, nor for any travel, accommodation or other expense incurred in connection therewith.
3. any expense incurred after *You* have returned to the *United Kingdom* or incurred after a period of twelve calendar months has elapsed following the date on which the insured *Injury*, illness or contingency first occurred or commenced during the *Trip* whichever shall occur the sooner.
4. any medical expenses for more than 12 months after incurring the first expense.

Section 3 - Personal Accident

WHAT IS COVERED

As shown in the Schedule of Benefits Table *We* will pay *You* if at any time during the *Trip You* sustain an *Injury* which results in *Your* death or disablement.

For *Insured Persons* under the age of 16 years the Accidental Death Benefit is limited to £2,500 and all other Benefits are reduced by 50%.

In respect of travel within the *United Kingdom* the benefits under this section are reduced by 50%.

Exposure

Death or *Permanent Total Disablement* solely as a result of unavoidable exposure to severe weather conditions shall be deemed to be an *Injury*.

Disappearance

If *You* disappear during the *Trip* and if, after a reasonable period of time has elapsed and all available evidence examined, there is reason to presume that *Your* death has occurred in accordance with the terms, provisions and conditions of this section of the Policy, the Accidental Death Benefit shall become payable. If at any time after such payment *You* are found to be living, the Benefit sum paid shall be refunded to *Us*.

CONDITIONS AND LIMITATIONS

1. In no case shall *Our* liability in respect of *You* exceed in all the largest sum insured applicable under any one of the Personal Accident Schedule of Benefits items.
2. No claim shall be payable under more than one item in the Personal Accident Schedule of Benefits in respect of the same *Injury*.
3. In the event that an *Injury* results in *Your* death within thirteen weeks of the date of an *Injury* and prior to the settlement of a claim for disablement under Items 2, 3 or 4 of the Personal Accident Schedule of Benefits, the Accidental Death Benefit shall be payable.
4. In the event of a claim *Our* appointed medical advisor(s) shall be allowed to examine *You* as often as may be deemed necessary.
5. For the purpose of this section:
 - 5.1 Loss of a limb shall mean the permanent and complete loss of or loss of use of a limb or limbs at or above the ankle or wrist.
 - 5.2 Loss of an eye shall mean permanent and total loss of sight without hope of improvement;
In both eyes, if *Your* name is added to the Register of Blind Persons on the authority of a registered qualified ophthalmic specialist; or
In one eye, if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale.

Section 4 - Baggage and Personal Effects

WHAT IS COVERED

1. Baggage and Personal Effects

We will pay *You* up to the sum insured shown in the Schedule of Benefits Table in respect of loss of or damage to *Property*.

2. Delayed Baggage

We will pay up to the sum insured shown in the Schedule of Benefits Table in respect of the cost of immediate necessities purchased or hired by *You* if on arrival at *Your* outward destination *You* are deprived of *Your* travel baggage for more than 12 hours because of temporary loss or mis-direction by the Carriers (provided always that any amounts thus paid, other than hire charges, shall be deducted from the total of any claim becoming payable under this section if the said baggage proves to be permanently lost).

3. General Average and Salvage

We will pay *You* up to £500 in respect of any General Average and Salvage Charges levied by Carriers under Maritime Law and/or Contract of Carriage and paid by *You* to secure the release of *Your* accompanied baggage if, whilst *You* are engaged on a journey by sea during the *Trip*, a situation of peril arises and the Carriers incur expenses and liability in the interests of the common safety of their passengers and cargo as a whole.

WHAT WE DO NOT COVER

1. the *Excess* amount shown in the Schedule of Benefits Table, except in respect of the Delayed Baggage and General Average and Salvage provisions of Section 4.
2. loss of or damage to hired clothing and hired equipment of any kind.
3. damage due to wear and tear or gradual deterioration.
4. loss of or damage to household effects.
5. electrical or mechanical breakdown or derangement.
6. loss or damage to *Valuables* contained in baggage whilst such baggage is in the custody of Carriers and outside *Your* control.
7. theft or attempt of theft of *Valuables* when unattended other than when securely locked in a building or securely locked out of sight inside a motor vehicle.
8. loss of cash, currency, bank notes, travellers' cheques, passports, driving licenses, green card, petrol coupons, tickets, ski passes, securities and documents.
9. confiscation or detention by Customs or other Authority.
10. General Average or Salvage Charges which are covered or would, but for the existence of this Policy, be covered by any other insurer or indemnifying organisation, except in respect of any

excess beyond the amount payable by such other insurer or organisation.

CONDITIONS AND LIMITATIONS

1. *You* shall at all times exercise reasonable care in the supervision of the *Property*.
2. Claims settlements for articles lost or destroyed will be based on the cost price of comparable new articles, less an appropriate allowance for age and condition.
3. The limit for any single item or pair or set of items is shown in the Schedule of Benefits Table.

Section 5 - Money, Travel Documents and Credit Cards

WHAT IS COVERED

We will pay *You* up to the sum insured shown in the Schedule of Benefits Table in respect of:

1. Money and Travel Documents

Loss of money, travellers' cheques, passports, driving licences, green card, petrol coupons, travel tickets and ski passes occurring during the *Trip*, including expenses directly consequent upon such loss.

2. Fraudulent Use of Lost Credit Card

Loss resulting from the fraudulent use of any credit card, charge card or bankers' card held by *You*, following loss of such card during the *Trip*.

Cover in respect of money and travel documents shall commence at the time of their collection or receipt by *You* or 72 hours prior to planned commencement of the *Trip*, whichever is the later. Cover in respect of money and travellers' cheques after the conclusion of the *Trip* shall continue whilst in *Your* custody for up to 72 hours.

WHAT WE DO NOT COVER

1. the *Excess* amount the amount shown in the Schedule of Benefits Table.
2. any loss not reported to the Police within 48 hours of discovery.
3. money lost in exchange, or through errors or omissions in transactions or purchases.
4. loss of money contained in baggage whilst such baggage is in the custody of Carriers and outside *Your* control.
5. confiscation or detention by Customs or other Authority.
6. any loss in respect of the fraudulent use of credit card, charge card or bankers' card if *You* have not complied with the terms and conditions under which the card was issued, including those relating to the safe-keeping and use of the card and the reporting to the Issuing Company or Bank of any misplacement or loss.

Section 6 - Legal Expenses and Personal Liability

WHAT IS COVERED

1. Legal Expenses

We will pay up to the sum insured shown in the Schedule of Benefits Table in respect of *Your* incurred legal expenses in the pursuit of claims for damages against third parties who have caused an *Insured Person's* death, bodily injury or illness through incidents occurring during the *Trip*. *We* shall only be liable for expenses incurred with *Our* prior written consent, which will not be unreasonably withheld, but *We* reserve the right to withdraw from the proceedings at any stage and to limit *Our* liability to the expenses incurred during the period up to but not beyond the date of such withdrawal.

WHAT WE DO NOT COVER

1. legal expenses incurred without *Our* the prior written approval.
2. claims against *Us* or anyone acting on *Our* behalf, or a travel agent, tour operator or carrier.
3. the continued pursuit of any claim where *We* consider *You* do not have a likely prospect of establishing a legal liability against the party being pursued and of recovering charges from such party.
4. legal actions between *Insured Persons*.
5. legal actions to obtain satisfaction of a judgement or legally binding decision, or legal proceedings brought in more than one country.
6. legal expenses which constitute a valid claim under any other insurance policy beyond *Our* rateable share of any claim costs.

WHAT IS COVERED

2. Personal Liability

We will indemnify *You* in respect of *Your* legal liability for bodily injury to third parties and/or for damage to their property arising from an accident occurring during the *Trip* up to but not exceeding the sum insured shown in the Schedule of Benefits Table in respect of any one accident or series of accidents and in all inclusive of associated legal expenses incurred with *Our* prior written consent.

It is a condition of cover that *You* shall not admit any liability nor offer agreement to settle any claim without *Our* prior written consent.

WHAT WE DO NOT COVER

1. the *Excess* amount shown in the Schedule of Benefits Table.
2. liability for bodily injury to *Your Employees* or to any member of *Your* family or household.
3. liability for damage to property owned by, or in the care, custody or control of, *You* or any member of *Your* family or household, except for damage to

the structure or contents of any building or permanently or seasonally sited cabin, caravan or tent temporarily hired or let to *You* for the sole purpose of *Your* personal occupancy during the *Trip*.

4. liability arising out of the ownership, possession, custody or use of any aircraft, mechanically propelled or horse drawn vehicle (other than golf buggies), caravan, vehicular trailer, waterborne craft (other than sailboards, surfboards, canoes, rowing dinghies), firearm, animal (other than horses hired for hacking only), land, building or permanently or seasonally sited property of any kind.
5. Employer's liability.
6. Contractual liability.
7. liability arising out of or incidental to the practice of a profession or occupation or to the supply of goods or services.
8. liability that is covered under any other insurance, except for any excess beyond the amount which would have been covered under such other insurance had this insurance not been in force.
9. for punitive and exemplary damages in respect of the United States of America or Canada.
10. arising directly or indirectly in connection with:
 - (i) any participant to participant injury whilst participating in or practicing for any sporting event or similar.
 - (ii) Any fine or penalty.

Section 7 - Hi-jack and Kidnap

WHAT IS COVERED

We will reimburse *You* up to the sum insured shown in the Schedule of Benefits Table for each complete day for any costs and expenses incurred as a direct consequence of *You* being a victim of a hi-jack or kidnapping occurring during the *Trip*, up to a maximum of the sum insured shown in the Schedule of Benefits Table.

Section 8 - Winter Sports

NOTE: Section 8 only applies if *You* have paid the appropriate premium for *Winter Sports* cover and this is shown in the *Schedule*, or if *You* have purchased an Annual Multi-Trip policy which provides up to 17 days Bronze/Silver and 21 days Gold in total within the *Period of Insurance*.

DEFINITIONS

Winter Sports

Skiing; snowboarding; off-piste skiing and snowboarding except in areas considered to be unsafe by resort management unless with a qualified guide; cross-country skiing; mono-skiing; blading; langlauf; ski boarding; tobogganing and glacier walking or trekking up to 4,000 metres.

Section 8.1 - Equipment Hire

WHAT IS COVERED

We will pay up to the sum insured shown in the Schedule of Benefits Table per day to a maximum of the sum insured shown in the Schedule of Benefits Table for the hiring of replacement equipment if *Your* skis, poles, snowboards, boots or bindings are lost or delayed for more than 12 hours during *Your* outward or onward *Trip*.

WHAT WE DO NOT COVER

1. any claim not supported by a written report from the carrier responsible for the delay or damage to your skis or ski boots.
2. any claim resulting from theft.

Section 8.2 -Ski Equipment

WHAT IS COVERED

In addition to Section 4 Baggage and Personal Effects *We* will pay up to the sum insured shown in the Schedule of Benefits Table for theft or accidental damage to *Your* ski equipment which *You* have taken on the *Trip*.

WHAT WE DO NOT COVER

1. the *Excess* amount the amount shown in the Schedule of Benefits Table.
2. more than £250 for any single article or pair.
3. theft from a public place or where the equipment is left unattended when not in a locked and secure location.
4. any accidental damage whilst *Your* equipment is in use.

Section 8.3 - Lift Pass

WHAT IS COVERED

We will pay up to the sum insured shown in the Schedule of Benefits Table for the loss or theft of any unexpired period of *Your* lift pass (based on a pro-rata calculation on the original value of the lift pass).

WHAT WE DO NOT COVER

1. the *Excess* amount shown in the Schedule of Benefits Table.

Section 8.4 - Piste Closure

WHAT IS COVERED

If all lifts in *Your* pre-booked ski resort are closed due to a lack of snow which means *You* have to travel to an alternative resort for skiing, *We* will pay up to the sum insured shown in the Schedule of Benefits Table to a maximum of the sum insured shown in the Schedule of Benefits Table for one of the following:

- 8.4.1 travel costs to the nearest available ski resort; or
- 8.4.2 if *You* are unable to ski at a different resort; or

- 8.4.3 the extra cost of acquiring a new or extended ski pass.

WHAT WE DO NOT COVER

1. any claim not supported by a written statement from the management of the resort confirming the reason for the piste closure and the duration of the piste closure.
2. any costs incurred at ski resorts less than 1,000 metres above sea level.
3. any claim where the piste closure was public knowledge prior to the *Trip*.

Section 8.5 - Avalanche Cover

WHAT IS COVERED

We will pay up to the sum insured shown in the Schedule of Benefits Table for necessary and reasonable extra travelling and accommodation expenses if *Your* arrival or departure from *Your* pre booked ski resort is delayed by more than 12 hours due to an avalanche.

WHAT WE DO NOT COVER

1. the *Excess* amount shown in the Schedule of Benefits Table.
2. any costs incurred at ski resorts less than 1,000 metres above sea level.

Section 9 - Business Cover

To cover *You* whilst involved in non-manual business occupations and other non-manual associated marine trades but including professional yacht and boat crews and sailing instructors.

Section 9.1 - Business Equipment

WHAT IS COVERED

1. Business Equipment

We will reimburse *You* up to the sum insured shown in the Schedule of Benefits Table in respect of the cost of the repair or replacement for *Business Equipment* in *Your* care, custody or control which is lost, damaged, stolen or destroyed.

2. Business Documents and Records

We will indemnify *You* up to the sum insured shown in the Schedule of Benefits Table in respect of the cost of replacing or restoring business documents and records which are *Your* property or responsibility, following loss or damage during the *Trip*.

DEFINITIONS

Business Equipment

Any business equipment, trade samples, or articles which belong to *You* and are in *Your* custody and are taken on or acquired during a business trip undertaken by *You*.

WHAT WE DO NOT COVER

1. the *Excess* amount shown in the Schedule of Benefits Table.
2. damage due to wear and tear or gradual deterioration.
3. loss of or damage to household effects.
4. electrical or mechanical breakdown or derangement.
5. loss or damage to *Valuables* contained in baggage whilst such baggage is in the custody of Carriers and outside *Your* control.
6. theft or attempt of theft of *Valuables* when they are unattended other than when securely locked in a building or securely locked out of sight inside a motor vehicle.
7. loss of cash, currency, bank notes, travellers' cheques, passports, driving licenses, green card, petrol coupons, tickets, ski passes, securities and documents.
8. confiscation or detention by Customs or other Authority.

Section 9.2 - Business Money

WHAT IS COVERED

We will reimburse *You*, up to an amount not exceeding the sum insured shown in the Schedule of Benefits Table, if during the *Trip*, business *Money* is lost, stolen or destroyed.

DEFINITIONS

Money

Coins, bank and currency notes, postal orders, signed travellers' and other cheques, letters of credit, travel tickets, current postage stamps, credit cards and petrol and other coupons, driving licence, and green card.

WHAT WE DO NOT COVER

1. the *Excess* amount shown in the Schedule of Benefits Table.
2. any loss not reported to the Police within 48 hours of discovery.
3. money lost in exchange, or through errors or omissions in transactions or purchases.
4. loss of money contained in baggage whilst such baggage is in the custody of Carriers and outside *Your* control.
5. confiscation or detention by Customs or other Authority.
6. any loss in respect of the fraudulent use of credit card, charge card or bankers' card if *You* have not complied with the terms and conditions under which the card was issued, including those relating to the safe-keeping and use of the card and the reporting to the Issuing Company or Bank of any misplacement or loss.

Section 9.3 - Replacement Staff

WHAT IS COVERED

We will reimburse *You* up to an amount not exceeding the sum insured shown in the Schedule of Benefits Table for any *Expenses* incurred during the *Trip* as a direct result of an *Injury* to or illness of an *Insured Person* which in the opinion of a *Medical Practitioner* will last for a period in excess of seventy two (72) hours, to send a substitute person to complete the original business commitments and objectives of the *Insured Person*.

DEFINITIONS

Expenses

Expenses reasonably and necessarily incurred in sending a substitute person.

WHAT WE DO NOT COVER

1. for expenses that *You* have paid or budgeted to pay before the commencement of the *Trip*.

Section 10 - Activity and Sports List

Cover is available for the activities and sports listed below:

Abseiling, Angling, Archery, Badminton, Baseball, Basketball, Bowling, Bungee jumping, Canoeing, Clay pigeon shooting, Cricket, Curling, Cycling, Deep sea fishing, Dinghy sailing, Fell walking, Fishing, Go karting (no Personal Liability cover), Golf, Handball, Hiking, Horse riding (excluding racing, jumping and eventing), Hot air ballooning (as a passenger), Ice skating, Jet boating (no Personal Liability cover), Kayaking (up to grade 2 only), Kite surfing (no Personal Liability cover), Netball, Orienteering, Organised safari (without guns), Pony Trekking, Racket ball, Rambling, Roller skating (including blading), Rounders, Rowing (no Personal Liability cover), Running, Sailing and Power Boating inside and outside territorial waters (no Personal Liability cover), Scuba diving (to 30 metres and accompanied), Sea Canoeing, Sledging, Snorkelling, Softball, Squash, Surfing, Table Tennis, Tennis, Ten pin bowling, Trekking, Tug of war, Volleyball, Walking, Water polo, Water-skiing, White water rafting (up to grade 4 only), Wind surfing, Yachting including yacht racing and crewing inside or outside of territorial waters (no Personal Liability cover).

This list is not exhaustive. If *You* intend to participate in any activity not noted above please provide details to *Your* insurance intermediary who will approach *Us* to request cover.