

WESTFIELD

SUB AQUA & MARINE INSURANCE SERVICE LTD

Sports Diver Travel Insurance

Certificate of Insurance

LLOYD'S

Underwritten by certain syndicates at Lloyd's
and administered by
Westfield Sub Aqua & Marine Insurance Services Ltd,
Clasford Lodge, Clasford Farm, Aldershot Road
Guildford, Surrey GU3 3HQ



Westfield Sub Aqua & Marine Insurance Services Ltd
is Authorised and Regulated by the Financial Services Authority

PRODUCT DESCRIPTION

THIS IS TO CERTIFY that in accordance with the authorisation granted to Westfield Sub Aqua & Marine Insurance Services Ltd (who administer this Insurance on behalf of Underwriters) under a Contract (the number of which is specified in the Schedule) by certain syndicates at Lloyd's (hereafter referred to as the Underwriters), whose definitive numbers and the proportions underwritten by them, which will be supplied on application, can be ascertained by reference to the said Contract which bears the Seal of Lloyd's Policy Signing Office, and in consideration of the payment of the premium specified herein, the said Underwriters are hereby bound, severally and not jointly, their Executors and Administrators, to insure the person(s) shown in the Schedule for the Benefits herein.

SECTION

1. MEDICAL AND ADDITIONAL EXPENSES
2. CANCELLATION AND CURTAILMENT
3. JOURNEY CONTINUATION AND DELAY
4. PERSONAL LIABILITY
5. LEGAL EXPENSES
6. PERSONAL ACCIDENT
7. HOSPITAL BENEFIT
8. PERSONAL BAGGAGE, CLOTHING, DIVING EQUIPMENT, MONEY AND DELAYED BAGGAGE
9. CAR HIRE EXCESS WAIVER
10. INABILITY TO SCUBA DIVE BENEFIT
11. SKI PASSES, EQUIPMENT &/OR CLOTHING HIRE AND TUITION FEES
12. PISTE CLOSURE
13. AVALANCHE

IN ALL COMMUNICATIONS THE CERTIFICATE NUMBER APPEARING ON THE SCHEDULE SHOULD BE QUOTED.

THE INSURANCE IS ONLY VALID WHEN ISSUED WITH A NUMBERED, SIGNED AND DATED SCHEDULE. PLEASE READ THIS CERTIFICATE AND ATTACHING SCHEDULE CAREFULLY. IF THE SCHEDULE IS INCORRECT PLEASE RETURN IT IMMEDIATELY TO YOUR AGENT FOR ALTERATION.

MONEY BACK GUARANTEE

If the Insurance does not meet your needs, please return this Certificate and the Schedule to your Agent within 14 days of receipt and a full refund of premium and tax will be made subject to no trips having taken place and no claims being made. No return of premium will be made after this period.

Single Trip Travel Insurance

This Insurance shall cover: -

- a) Persons under 70 years of age at the commencement of the trip (this can be amended to under 75 years provided Underwriters have been advised and the appropriate premium paid).
- b) Holidays not involving any hazardous activities unless declared to and agreed by Underwriters.
- c) Holidays involving Winter Sports provided the appropriate premium has been paid. However, certain activities as stated in General Exclusion 5 remain excluded.
- d) Trips that begin and end during the Period of Insurance.

Operative Time for Single Trip Travel Insurance

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

Cancellation cover operates from the date of booking a trip or the Date of Issue of this Certificate as shown in the Schedule, whichever is the later, up until commencement of the trip.

Multi Trip Travel Insurance

This Insurance shall cover: -

- a) Persons under 65 years of age at the commencement of the Period of Insurance.
- b) Holidays with a destination outside the **United Kingdom**.
- c) Holidays with a destination within the **United Kingdom** provided such trips involve at least 5 nights accommodation that have been booked before commencement of the trip.
- d) Holidays not involving any hazardous activities unless declared to and agreed by Underwriters
- e) Holidays involving Winter Sports up to a maximum of 17 days in all during the Period of Insurance. However, certain activities as stated in General Exclusion 5 remain excluded.
- f) Trips with a maximum duration of 31 days.

Operative Time for Multi Trip Travel Insurance

For all Sections other than Cancellation, cover operates for trips commencing during the Period of Insurance shown in the Schedule from the time the **Insured Person** leaves home or place of employment at the commencement of the trip (whichever is the later) during the whole time away and until return to home or place of employment (whichever is the earlier). Cover shall cease at expiry of the Period of Insurance (except where already otherwise provided for herein) unless the Certificate has been extended or renewed through the issuing Agent.

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

Each trip is deemed to be a separate insurance, each being subject to the terms, Definitions, Exclusions and Conditions listed within the Schedule, the Certificate and any attaching endorsements.

The Schedule will show which product you have purchased.

DEFINITIONS

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

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

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

“**BODILY INJURY**” means identifiable physical injury which: -

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

“**CLOSE RELATIVE**” means **Partner**, fiancé(e), parent, parent-in-law, brother, brother-in-law, sister, sister-in-law aunt, uncle, grandparent, grandchild or child including adopted, foster or step-child.

“**COUNTRY OF DOMICILE**” means the country in which the **Insured Person** normally resides.

“**DEPENDENT CHILDREN**” means all children under 18 years of age, or under 23 years of age if in full time education, who normally reside with, and are travelling with an adult insured under this Certificate.

In respect of Multi Trip Travel Insurances only this definition is amended to mean all children under 18 years of age, or under 23 years of age if in full time education, who normally reside with, and are travelling with an adult insured under this Certificate, or travelling with a responsible adult over the age of 25 years.

“**DIVING EQUIPMENT**” means all equipment, including underwater camera equipment, that has been designed and manufactured for underwater sport diving activities, with the exclusion of any surface or underwater vehicle that may be used for the conveyance of an **Insured Person**, either above or below water surface.

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

“**FAMILY**” means the **Insured Person**, his **Partner** and all **Dependent Children**.

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

“**INSURED PERSON**” means the person(s) shown in the Schedule.

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

“**LOSS OF SIGHT**” means the permanent and total loss of sight which shall be considered to have happened: -

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

“**MEDICAL PRACTITIONER**” means a registered, qualified, practicing member of the medical profession, who is not related to the **Insured Person** or any person travelling with the **Insured Person**.

“**MONEY**” means

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

“**PARTNER**” means the spouse or any person who has co-habited with the **Insured Person** for at least 6 consecutive months and continues to do so at commencement of the trip.

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

“**PHOTOGRAPHIC EQUIPMENT**” means cameras, camcorders and any accessories.

“**RED SEA**” means all Red Sea resorts north of the Tropic of Cancer.

“**SUM INSURED**” means the limit of Underwriters liability, as shown in the Schedule.

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

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

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

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

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

Words in the masculine gender shall include the feminine.

GENERAL EXCLUSIONS

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

1. Any trip booked or commenced by the **Insured Person** contrary to medical advice or to obtain medical treatment, or after a terminal prognosis has been made.
2. **In respect of Single Trip Travel Insurances only:** Any claims if the **Insured Person** is aged 75 years or older at the commencement of the trip, unless declared to and agreed by Underwriters.

In respect of Multi Trip Travel Insurances only: Any claims if the **Insured Person** is aged 65 years or older at the commencement of the Period of Insurance, unless declared to and agreed by Underwriters.

3. Any trip in connection with the business or occupation of the **Insured Person** unless declared to and agreed by Underwriters.
4. The Underwriters shall not be liable to pay any claims or expenses arising directly or indirectly from any medical condition of the **Insured Person** for which medical advice or treatment has been given by a **Medical Practitioner** or hospital during the 12 months prior to any trip covered by this Certificate.

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

5. Any claims arising out of participation in Winter Sports unless this Insurance has been extended and the appropriate premium paid. The Winter Sports extension shall not however cover the **Insured Person** whilst racing in international or national events, or officially organised practice or training for these events.

NOTE: **In the case of Multi Trip Travel Insurances only**, the Winter Sports extension is limited to 17 days in all during the Period of Insurance.

6. Any claims due to any condition caused by, prolonged by or aggravated by any psychiatric, mental or nervous disorder of the **Insured Person**, including stress, anxiety and/or depression.
7. Any claims directly or indirectly caused or contributed to by the **Insured Person**'s intentional self-injury, suicide or attempted suicide, provoked assault, fighting (except in bona fide self defence) or from the **Insured Person**'s own criminal act or whilst engaged or taking part in civil commotions or riots of any kind.

8. Any claims caused by alcohol abuse, drugs or solvents (other than drugs prescribed by a registered **Medical Practitioner** but not for the treatment of drug addiction).
9. Claims in any way caused or contributed to by nuclear reaction, nuclear radiation or radioactive contamination.
10. Any part of any trip booked or commenced in the knowledge that such trip will exceed:-
 - (i) **In respect of Single Trip Travel Insurance:**
The Period of Insurance shown in the Schedule.
 - (ii) **In respect of Multi Trip Travel Insurance:**
31 days duration.
11. Any claims for expenses arising as a consequence of a loss (e.g. loss of earnings due to an insured accident, change of locks due to lost keys and the like).
12. The **Insured Person's** participation in Military, Air Force or Naval Service or Operations (other than reserve or volunteer training).
13. **Terrorism** involving the actual or threatened use of pathogenic or poisonous biological or chemical materials.
14. War, whether war be declared or not, invasion or civil war; except whilst the **Insured Person** is travelling outside the **United Kingdom**, however this exception shall not apply where the **Insured Person** is taking an active part in such war, invasion or civil war.
15. Trips to the following territories/ countries, unless such trips are declared to and agreed by Underwriters prior to travel.
Underwriters reserve the right to charge an additional premium and/or amend coverage in respect of these trips:-
Afghanistan, Chad, Democratic Republic of Congo, Haiti, Iraq, Ivory Coast, Libya, Nigeria, Pakistan (other than Punjab and Sind Provinces), Palestinian Territories, Somalia, Syria and Yemen.

GENERAL CONDITIONS

1. In the event of any one occurrence giving rise to claims under more than one Section of this Certificate, only the one monetary exclusion of £50 each **Insured Person** shall be deducted from the total amount of the claim.
2. Any fraud, misstatement or concealment in the statements made by or on behalf of the **Insured Person** prior to or when arranging this Insurance or in the submission of a claim made hereunder shall render this Certificate null and void and all claims shall be forfeited.
3. No endorsement or amendment to this Certificate shall override the Exclusions applicable to Section 4, Personal Liability.
4. The **Insured Person** is required to take all reasonable precautions to protect himself and his property as though he is uninsured.
5. The Underwriters shall be subrogated to all the **Insured Person's** rights of recovery against any person or organisation for any claim paid or payable under this Certificate up to the limit of the Underwriters' liability in respect of such claim. The **Assured** and/or **Insured Person** shall, wherever possible, give all such information and assistance as the Underwriters may require to secure such rights.

EXTENSION

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

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

WHO TO CONTACT

24 hour Medical Emergency Company

To be contacted immediately in the event of an accident or illness resulting in hospitalisation or change to travel arrangements.

CEGA Group Services
Tel +44 (0)1243 621525
Fax +44 (0)1243 773169

Have the following information available: -

1. The number of this Certificate as shown in the Schedule.
2. The name and address of your Agent as shown in the Schedule.
3. The telephone number from which you are calling.
4. The name and telephone number of the Doctor and Hospital attending the ill/injured **Insured Person**.

Failure to consult with CEGA Group Services and to act in accordance with their instructions will prejudice your claim.

Claims Administrators

To be contacted for non-emergency claims and queries on claims payments.

ONE Claims Ltd
1 - 4 Limes Court
Conduit Lane
Hoddesdon
Hertfordshire EN11 8EP.
Tel: 01992 708720
Fax: 01992 450717

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

If possible the Schedule should be sent when notifying a claim, as this will expedite prompt handling of the claim.

ONE Claims Ltd has internal complaints handling procedures, which are available upon request.

Compensation

Lloyd's insurers are covered by the Financial Services Authority's Compensation Scheme.

You may be entitled to compensation from the Scheme if a Lloyd's insurer is unable to meet its obligations to you under this contract.

If you were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract. Further Information about the Scheme is available from:

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

NOTICE TO THE INSURED PERSON OR ASSURED IF APPLICABLE

Law Applicable

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

Complaints Procedure

Any complaint should be addressed in the first instance to:

Compliance Officer
Westfield Sub Aqua & Marine Insurance Services Ltd
Clasford Lodge
Clasford Farm
Aldreshot Road
Guildford
Surrey GU3 3HQ

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

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

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

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

Complaints that cannot be resolved by the Policyholder and Market Assistance Department at Lloyd's may be referred to the Financial Ombudsman Service. Further details will be provided at the appropriate stage of the complaints process.

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

DATA PROTECTION CLAUSE

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

CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999 CLARIFICATION CLAUSE

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

SECTION 1. MEDICAL AND ADDITIONAL EXPENSES

The Underwriters will pay up to £5,000,000 each **Insured Person** for the following expenses should he suffer **Bodily Injury** or illness during the **Operative Time**: -

1. Normal and necessary expenses incurred outside the **United Kingdom** for medical or surgical treatment including specialists fees, emergency dental treatment up to £500 for the immediate relief of pain only, emergency ophthalmic fees, hospital, nursing home and nursing attendance charges, physiotherapy, massage and manipulative treatment, surgical and medical requisites and ambulance charges.
2. Reasonable additional accommodation and travel expenses incurred by the **Insured Person** and any one **Close Relative** or member of his **Travel Party** who has to remain or travel with the injured or ill **Insured Person**.
3. Reasonable accommodation and travel expenses of one person to travel from the **United Kingdom** if his presence with an injured or ill **Insured Person** is necessary on medical grounds.
4. Reasonable expenses incurred in transporting the remains or ashes of the **Insured Person** to his former place of residence in the **United Kingdom** or reasonable funeral expenses incurred abroad.
5. Expenses incurred for the provision of an air ambulance or the use of air transport, including qualified attendants, to repatriate the seriously ill or injured **Insured Person** to the **United Kingdom**.

SPECIAL CONDITION RELATING TO SECTION 1

In addition to the GENERAL CONDITIONS

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

EXCLUSIONS

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

1. The first £50 of each and every loss, each **Insured Person**.
2. Any expenses arising from pregnancy, childbirth or any medical complications resulting therefrom if the expected delivery date is during the trip or within 8 weeks of the end of the trip.
3. Any claims consequent upon sexually transmitted disease or any expenses incurred either directly or indirectly in the treatment, diagnosis or counselling of Acquired Immune Deficiency Syndrome (A.I.D.S.), A.I.D.S. Related Complex (A.R.C.) or Human Immunodeficiency Virus (H.I.V.), howsoever these have been acquired or may be named.
Note: Claims for repatriation on the grounds of the fear of contracting A.I.D.S. from medical treatment will not be admitted
4. Any claims due to the **Insured Person** participating in: -
 - a) Mountaineering and/or rock climbing normally involving the use of ropes and/or guides, or potholing, or cave diving, or
 - b) Motor competitions or sports tours, or
 - c) Aeronautics or aviation, other than as a passenger.
5. The costs of continuing regular medication for any condition for which medical advice or treatment is being followed at the time of booking or commencing a trip.
6. Any expenses incurred more than 12 months after the date the first expense was incurred or any continuing expense if the **Insured Person** has refused the option of repatriation to the **United Kingdom**.
7. Any expenses for treatment that could have been delayed until the **Insured Person's** return to the **United Kingdom**.
8. Any claims arising from the **Insured Person's** failure to comply with the current safety recommendations of the BSAC &/or SSAC &/or SAA &/or PADI &/or CFT &/or TDI &/or IANTD.

In respect of Multi Trip Travel Insurances only

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

SECTION 2. CANCELLATION AND CURTAILMENT

The Underwriters will pay up to £3,000 each **Insured Person** for any irrecoverable payments paid or contracted to be paid for travel, accommodation and unused pre-booked excursions and pre-booked dive trips (including additional reasonable accommodation and travel expenses incurred for return to the **United Kingdom**) should the projected trip be cancelled or curtailed during the **Operative Time**, directly as a result of: -

1. Death, **Bodily Injury**, illness or compulsory quarantine of: -
 - a) The **Insured Person**, or
 - b) Any member of the **Travel Party**, or
 - c) Any person with whom the **Insured Person** intends to reside with during the trip, or
 - d) Any **Close Relative** or business associate necessitating the **Insured Person's** presence in the **United Kingdom**.
2. Redundancy (provided that such redundancy qualifies for payment under the United Kingdom's Redundancy Payments Acts) of: -
 - a) The **Insured Person**, or
 - b) Any member of the **Travel Party**.
3. Summoning to jury service or witness attendance in a court of the **United Kingdom** or unavoidable requirement to be present in the **United Kingdom** for service in any military or civil emergency of: -
 - a) The **Insured Person**, or
 - b) Any member of the **Travel Party**.
4. Major damage or burglary within 7 days immediately prior to a trip at the home or place of business of: -
 - a) The **Insured Person**, or
 - b) Any member of the **Travel Party**, or
 - c) Any person with whom the **Insured Person** intends to reside with during the trip.
5. Adverse weather conditions making it impossible for the **Insured Person** to travel to the point of departure at commencement of the outward trip.

EXCLUSIONS

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

1. The first £50 of each and every loss, each **Insured Person**.
2. Any expenses arising from pregnancy, childbirth or any medical complications resulting therefrom if the expected delivery date is during the trip or within 8 weeks of the end of the trip.
3. Any claims consequent upon sexually transmitted disease or any expenses incurred either directly or indirectly in the treatment, diagnosis or counselling of Acquired Immune Deficiency Syndrome (A.I.D.S.), A.I.D.S. Related Complex (A.R.C.) or Human Immunodeficiency Virus (H.I.V.) howsoever these have been acquired or may be named.
Note: Claims for repatriation on the grounds of the fear of contracting A.I.D.S. from medical treatment will not be admitted
4. Any claims in any way caused or contributed to by (a) the failure of, or (b) the fear of failure of, or (c) the inability of any equipment or any computer program to recognise, interpret correctly or process any date as its true calendar date or to continue to function correctly beyond that date.
5. Any claims attributable to any condition or set of circumstances known to the **Insured Person** at the time of effecting this Insurance or booking a trip, where such condition or set of circumstances could reasonably have been expected to give rise to cancellation or curtailment of a trip.
6. Any claims where medical or other suitable evidence is not provided as proof of the necessity to cancel or curtail a trip.

continued

SECTION 2. CANCELLATION AND CURTAILMENT - continued

7. The **Insured Person's** disinclination to travel.
8. Any Curtailment claims due to participation in: -
 - a) Mountaineering and/or rock climbing normally involving the use of ropes and/or guides, or potholing, or cave diving, or
 - b) Motor competitions or sports tours, or
 - c) Aeronautics or aviation, other than as a passenger.

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

In respect of Multi Trip Travel Insurances only

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

SPECIAL CONDITIONS RELATING TO SECTION 2

In addition to the GENERAL CONDITIONS: -

1. In the event of the curtailment of a package holiday, the Underwriters' liability shall be calculated as a pro-rata proportion of the holiday cost, with the commencement of the curtailment being the date the **Insured Person** arrived at his home in the **United Kingdom**.
2. Any claims for curtailment must be pre-authorized by the 24 Hour Emergency Service Company as detailed herein.

SECTION 3. JOURNEY CONTINUATION AND DELAY

Part 1 - Journey Continuation

The Underwriters will pay up to £500 each **Insured Person** for reasonable additional travel and related accommodation expenses incurred to enable him to reach a reserved overseas travel connection or accommodation or up to £150 each **Insured Person** for such expenses to enable him to return home to the **United Kingdom** should, during the **Operative Time**: -

- a) The aircraft, sea vessel, coach or train on which the **Insured Person** is booked to travel, or
- b) The means of transport in which the **Insured Person** is travelling or intending to travel to reach a) above be delayed or interrupted as a result of one or more of the Insured Events listed below.

Part 2 - Delay

Either

- a) The Underwriters will pay up to £150 each **Insured Person** in accordance with the following scale, should the aircraft, sea vessel, coach or train on which he is booked for travel be delayed as a result of one or more of the Insured Events listed below: -
 1. £30 for the first completed 12 hour period of delay, and
 2. £15 for each subsequent completed 12 hour period of delay, or

Or

- b) In the event of delay or interruption of at least 24 hours, the Underwriters will pay up to £3,000 each **Insured Person** for any irrecoverable payments paid or contracted to be paid in respect of travel and accommodation in the event that he opts to cancel the trip.

continued

Insured Events

1. If delay or interruption occurs to non-scheduled transport: -
Strike, locked out workers, industrial action, riot or civil commotion, bomb scare, criminal or terrorist act, fire, avalanche, landslide, earthquake, flood or accident to or mechanical breakdown of such non-scheduled transport.
2. If delay or interruption occurs to scheduled public transport: -
The contingencies specified in 1 above, and adverse weather conditions.

EXCLUSIONS

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

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

SPECIAL CONDITIONS RELATING TO SECTION 3

In addition to the GENERAL CONDITIONS

1. A claim can only be made under one of the Parts of this Section in respect of each loss.
2. The **Insured Person** must allow sufficient time for the transport that he is travelling in to arrive and deliver him to the departure point on schedule so that he can check-in according to the itinerary.
3. The **Insured Person** must comply with the terms of contract of the travel agent, tour operator or provider of transport.
4. The **Insured Person** must obtain confirmation from the carriers or their handling agents in writing of the number of hours of delay and the reason for the delay.

SECTION 4. PERSONAL LIABILITY

The Underwriters will indemnify up to £2,000,000 each **Insured Person**, any one event or series of events in all (including legal expenses), should he become legally liable to pay claims for accidental bodily injury to the public or accidental loss of or damage to property, occurring during the **Operative Time**.

EXCLUSIONS

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

1. Any claims arising out of accidental bodily injury to any member of the **Insured Person**'s family or household or to any employee.
2. Any claims arising from loss of or damage to property belonging to or in the care, custody or control of the **Insured Person** or any member of his family or household or of an employee.
3. Any claims arising out of the ownership, possession or use of any horse drawn or mechanically propelled vehicle (other than golf buggies), aircraft, waterborne craft (other than sailboards, surfboards, canoes, rowing dinghies, foot or hand propelled paddle boats, and inflatable dinghies), firearms or animals.
4. Any claims arising out of the ownership, possession, occupation or use of lands or buildings.
5. Any claims arising out of the profession, occupation or business of the **Insured Person** or arising out of liability assumed under a contract, if such liability would not otherwise have attached.
6. Any claims arising from the **Insured Person**'s failure to comply with the current safety recommendations of the BSAC &/or SSAC &/or SAA &/or PADI &/or CFT &/or TDI &/or IANTD.

SPECIAL CONDITIONS APPLYING TO SECTION 4.

In addition to the GENERAL CONDITIONS

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

SECTION 5. LEGAL EXPENSES

The Underwriters will pay up to £25,000 each **Insured Person** for legal expenses incurred by or on behalf of him in the pursuit of a claim for damages against a third party who has caused his **Bodily Injury** or illness during the **Operative Time**.

EXCLUSIONS

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

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

SPECIAL CONDITIONS APPLYING TO SECTION 5.

In addition to the GENERAL CONDITIONS

1. Claims must be notified to the Claims Administrator within 60 days of occurrence.
2. The Underwriters shall be entitled to nominate and appoint a legal representative to act on behalf of the **Insured Person** and to have direct access to the legal representative at all times.
1. The Underwriters reserve the right to withdraw at any stage and thereafter they shall not be liable for any further expenses.

SECTION 6. PERSONAL ACCIDENT

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

SCHEDULE OF COMPENSATION

1.	Death	£10,000
2.	Loss of Sight of One or Both Eyes	£25,000
3.	Loss of One or More Limbs	£25,000
4.	Permanent Total Disablement (Other than loss of Sight or Limb).	£25,000

SPECIAL CONDITION APPLYING TO SECTION 6.

In addition to the GENERAL CONDITIONS

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

Provided Always That: -

1. Compensation shall not be payable under more than one of the items of the Schedule of Compensation in respect of the consequences of one **Accident**.
2. The total sum payable under this Section in respect of any one **Insured Person** for any one or more **Accidents** shall not exceed in all, the largest Sum Insured payable under any one of the items of the Schedule of Compensation.
3. The Sum Insured by Item 1 of the Schedule of Compensation shall be restricted to £2,500 in respect of **Insured Persons** under 18 years of age, or under 23 years of age if in full time education.
4. If an **Accident** causes the death of the **Insured Person** within twelve months following the date of the **Accident** and prior to a settlement under Items 2 to 4 of the Schedule of Compensation, the amount paid shall be that provided for in the case of death.

EXCLUSIONS

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

1. Any claims due to the **Insured Person** participating in: -
 - a) Mountaineering and/or rock climbing normally involving the use of ropes and/or guides, or potholing, or cave diving, or
 - b) Motor competitions or sports tours, or
 - c) Aeronautics or aviation, other than as a passenger.
2. Any claims arising from the **Insured Person's** failure to comply with the current safety recommendations of the BSAC &/or SSAC &/or SAA &/or PADI &/or CFT &/or TDI &/or IANTD.

SECTION 7. HOSPITAL BENEFIT

The Underwriters will pay £25 for each completed 24-hour period up to £1,000 in total, should the **Insured Person** suffer **Bodily Injury** or illness during the **Operative Time**, which necessitates in-patient hospital treatment outside the **United Kingdom**.

EXCLUSIONS

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

1. Any expenses arising from pregnancy, childbirth or any medical complications resulting therefrom if the expected delivery date is during the trip or within 8 weeks of the end of the trip.
2. Any claims consequent upon sexually transmitted disease or any expenses incurred either directly or indirectly in the treatment, diagnosis or counselling of Acquired Immune Deficiency Syndrome (A.I.D.S.), A.I.D.S. Related Complex (A.R.C.) or Human Immunodeficiency Virus (H.I.V.) howsoever these have been acquired or may be named.
3. Any claims due to the **Insured Person** participating in: -
 - a) Mountaineering and/or rock climbing normally involving the use of ropes and/or guides, or potholing, or cave diving, or
 - b) Motor competitions or sports tours, or
 - c) Aeronautics or aviation, other than as a passenger.
4. Any claims arising from the **Insured Person's** failure to comply with the current safety recommendations of the BSAC &/or SSAC &/or SAA &/or PADI &/or CFT &/or TDI &/or IANTD.

In respect of Multi Trip Travel Insurances only

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

SECTION 8. PERSONAL BAGGAGE, CLOTHING, DIVING EQUIPMENT, MONEY AND DELAYED BAGGAGE

The Underwriters will pay up to £2,500 each **Insured Person** in the event of loss of or damage to accompanied personal baggage, clothing, effects, **Diving Equipment**, ski equipment and **Money** (including reasonable expenses incurred as a result of loss of **Money**), during the **Operative Time**, subject to: -

1. A limit of £2,000 for personal baggage, clothing, effects, **Diving Equipment** or ski equipment subject to a maximum of £300 for any one article or pair or set of articles
2. A limit of £300 for all **Valuables**
3. A limit of £300 for all **Photographic Equipment**
4. A limit of £750 for money subject to a maximum of £250 for Cash.

EXCLUSIONS

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

1. Any claims due to moth, vermin, wear and tear and gradual deterioration, or **Money** shortages due to error, omission or depreciation in value.
2. Any claims in respect of **Money** or **Valuables** unless reported to the police within 24 hours of discovery, and a police statement obtained.
3. Any claims arising from confiscation or detention by customs or any other authority.
4. Any claims in respect of property otherwise insured.
5. The first £50 of each and every loss, each **Insured Person**.
6. Any loss or damage whilst in the custody of a carrier, unless reported to the carrier within 24 hours and a Property Irregularity Report obtained.
7. Any claims in respect of **Valuables**, **Photographic Equipment** or **Money** whilst in the custody of a carrier.
8. Any loss or damage to personal baggage, clothing or effects whilst left **Unattended**, unless in a locked hotel room, safe, apartment, holiday residence or boot of a motor vehicle. If left in a motor vehicle overnight, the Underwriters shall not be liable for any claims unless such motor vehicle is left in a securely locked garage or secure compound.
9. Any loss of or damage to **Money** whilst left **Unattended**, unless in a locked safe.
10. Any claims arising out of electrical and/or mechanical breakdown.
11. Any claims arising from the fraudulent use of credit cards, charge cards or banker's cards, if the **Insured Person** has not reported the loss of the card to the issuing bank or company, and otherwise not complied with the terms and conditions under which the card was issued. The Underwriters liability shall be limited to any loss not covered by any guarantee given by the issuing bank or company to the **Insured Person**.
12. Any claims in any way caused or contributed to by (a) the failure of, or (b) the fear of failure of, or (c) the inability of any equipment or any computer program to recognise, interpret correctly or process any date as its true calendar date or to continue to function correctly beyond that date.
13. Any loss of or damage to **Diving Equipment** or ski equipment whilst in use.

NOTE:

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

continued

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

SPECIAL CONDITIONS APPLYING TO SECTION 8

In addition to the GENERAL CONDITIONS

1. The **Insured Person** shall, in the event of any loss or damage, take all possible steps to make a recovery.
2. If the **Insured Person** purchases a comparable replacement for a lost or damaged article, the Underwriters shall pay for the replacement cost, providing that such article was less than 2 years old at the time, and that evidence of the original purchase is provided. For articles 2 years old or more, or if the article is not actually replaced, or evidence of the original purchase cannot be provided, payment shall be based upon the value of such article at the time of loss, or the cost of repair.

DELAYED BAGGAGE EXTENSION

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

1. If accompanied personal baggage, clothing, or effects are temporarily lost for more than 12 hours by the carrier during the **Operative Time**, the Underwriters will pay up to £150 each **Insured Person** for the purchase of immediate necessities, but such payment will be deducted from the final claim if the loss becomes permanent.
Receipts for such purchases must be provided.
2. If accompanied **Diving Equipment** is temporarily lost for more than 12 hours by the carrier, the Underwriters will pay up to £25 per day, up to £150 in all, for the hire of comparable **Diving Equipment**.

ADDITIONAL EXCLUSION APPLICABLE TO THIS EXTENSION

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

SECTION 9: CAR HIRE EXCESS WAIVER

The Underwriters will pay up to £250 each **Insured Person** for any monetary loss or deductible that he is legally liable to pay in respect of loss or damage to a rental car hired by him during the **Operative Time**.

EXCLUSIONS

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

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

SPECIAL CONDITIONS APPLICABLE TO SECTION 9

In addition to the GENERAL CONDITIONS

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

SECTION 10. INABILITY TO SCUBA DIVE BENEFIT

The Underwriters will pay £20 per day for each completed 24 hour period, up to £200 in total, should an **Insured Person** suffer **Bodily Injury** or illness during the **Operative Time** which prevents the **Insured Person** from scuba diving.

EXCLUSIONS

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

1. Any claims due to the **Insured Person** participating in: -
 - a) Mountaineering and/or rock climbing normally involving the use of ropes and/or guides, or potholing, or cave diving, or
 - b) Motor competitions or sports tours, or
 - c) Aeronautics or aviation, other than as a passenger.
2. Any expenses arising from pregnancy, childbirth or any medical complications resulting therefrom if the expected delivery date is during the trip or within 8 weeks of the end of the trip.
3. Any claims consequent upon sexually transmitted disease or any expenses incurred either directly or indirectly in the treatment, diagnosis or counselling of Acquired Immune Deficiency Syndrome (A.I.D.S.), A.I.D.S. Related Complex (A.R.C.) or Human Immunodeficiency Virus (H.I.V.) howsoever these have been acquired or may be named.
4. Any claims arising from the **Insured Person**'s failure to comply with the current safety recommendations of the BSAC &/or SSAC &/or SAA &/or PADI &/or CFT &/or TDI &/or IANTD.
5. Any claims where the period of inability to scuba dive is less than 48 hours.
6. Any claims where the **Insured Person** fails to supply a Doctor's Certificate stating the exact nature of the **Bodily Injury** or illness and that the **Insured Person** is unfit to scuba dive.

WINTER SPORTS EXTENSION

This following Sections shall only apply if the Winter Sports Extension is selected and the appropriate premium has been paid.

SECTION 11: SKI PASSES, EQUIPMENT &/or CLOTHING HIRE AND TUITION FEES

The Underwriters will pay up to £250 each **Insured Person** for any irrecoverable payments in respect of:

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

EXCLUSIONS

1. As stated in the GENERAL EXCLUSIONS.

SECTION 12: PISTE CLOSURE

In the event that all skiing facilities at a pre-booked resort outside the **United Kingdom** are closed due to lack of snow during the **Operative Time**, the Underwriters will pay up to £200 each **Insured Person** in accordance with the following: -

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

EXCLUSIONS

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

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

SECTION 13: AVALANCHE

The Underwriters will pay up to £150 each **Insured Person** for additional reasonable accommodation and travel expenses incurred if, as a result of avalanche, landslide or landslip, he is unavoidably delayed from leaving his pre-booked resort outside the **United Kingdom** during the **Operative Time**.

EXCLUSIONS

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

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