

# WESTFIELD

SUB AQUA & MARINE INSURANCE SERVICE LTD

## ***Sports Diver Travel Insurance***

### Certificate of Insurance

Underwritten by certain syndicates at Lloyd's  
and administered by  
Westfield Sub Aqua & Marine Insurance Services Ltd,  
14 Lambourne Drive, Bagshot, Surrey, GU19 5BY

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

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**THIS IS TO CERTIFY** that in accordance with the authorisation granted to Westfield Sub Aqua & Marine Insurance Services Limited (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 provided thereon and subject to the terms, Definitions, Conditions and Exclusions contained in this Certificate of Insurance, listed in the Schedule or as amended by any Endorsement attaching to the Schedule.

The cover provided by this Certificate applies to the **Insured Person(s)** for their individual interests.

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.

## **PRODUCT DESCRIPTION**

The Schedule will show which product you have purchased.

### **Single Trip Travel Insurance**

This Insurance shall cover: -

- a) **Insured Persons** under 70 years of age at the commencement of an **Insured Trip** (except where agreed by the Underwriters, the appropriate premium paid and the change is shown on the Schedule).
- b) **Insured Trips** not involving any hazardous activities unless declared to and agreed by Underwriters.
- c) **Insured Trips** involving Winter Sports provided the appropriate premium has been paid. However, certain activities as stated in General Exclusion 5 remain excluded.
- d) **Insured Trips** that begin and end during the Period of Insurance.
- e) Cancellation of an **Insured Trip** during the **Cancellation Operative Time**.

## Multi Trip Travel Insurance

This Insurance shall cover: -

- a) **Insured Persons** under 65 years of age at the commencement of the Period of Insurance (except where agreed by the Underwriters, the appropriate premium paid and the change is shown on the Schedule).
- b) **Insured Trips** with a destination outside the **United Kingdom**.
- c) **Insured Trips** with a destination within the **United Kingdom** provided such trips involve at least 5 nights' accommodation that has been booked before commencement of the trip.
- d) **Insured Trips** not involving any hazardous activities unless declared to and agreed by Underwriters.
- e) **Insured Trips** 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) **Insured Trips** with a maximum duration of 31 days.
- g) Cancellation of an **Insured Trip** during the **Cancellation Operative Time**.

Each **Insured 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.

## EXTENSION

If the **Insured Person** has not returned to the **United Kingdom** by the expected expiration date of an **Insured Trip** for reasons which are beyond their control, this Insurance will remain in force from such expected expiration date for a further 21 days or until their return, whichever is the earlier, without additional premium.

In the event of **Hi-Jack** of the **Insured Person**, cover shall continue whilst they are subject to the control of the person(s) or their associates making the **Hi-Jack** and during travel direct to their home or original destination, up to twelve months from the date of the **Hi-Jack**.

## 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 is external to the body and occurs at an identifiable time and place during the **Cancellation Operative Time** or an **Insured Trip**, 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 the **Insured Person** has sustained **Bodily Injury** and that such injury caused their 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**.

**“CANCELLATION OPERATIVE TIME”**

**For Single Trip Travel Insurance:**

Cancellation cover operates from the date of booking the **Insured Trip** or the Date of Issue of this Certificate as shown in the Schedule, whichever is the later, until commencement of the **Insured Trip** or expiry of the Period of Insurance, whichever is the earlier.

**For Multi Trip Travel Insurance:**

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

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

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

**“CURTAIL / CURTAILMENT / CURTAILED”** means cutting short an **Insured Trip** to return to home or place of employment in the **United Kingdom**.

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## DEFINITIONS (continued)

**“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.

**“DECOMPRESSION SICKNESS”** means a condition arising from the formation and growth of bubbles of gas within the tissues of the body during and after depressurisation.

**“DIVING EQUIPMENT”** means all 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 the **Insured Person** either above or below the water surface.

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

**“FAMILY”** means the **Insured Person**, their **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.

**“INSURED TRIP”** means any holiday trip commencing during the Period of Insurance shown in the Schedule, from the time the **Insured Person** leaves home or place of employment in the **United Kingdom** (whichever the later), until return to home or place of employment (whichever the earlier). Cover shall cease at expiry of the Period of Insurance (except where provided for in the Extension on Page 3) unless the Certificate has been extended or renewed through the Issuing Agent.

Each **Insured 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.

**“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.

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## DEFINITIONS (continued)

“**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 or known 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 **Insured Trip**.

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

“**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 an **Insured Person** for them to prevent unauthorised interference with such article by a third party. This shall not include baggage left in the custody of a carrier or in a locked: hotel room, safe, apartment, holiday residence or boot of a motor vehicle.

“**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**.”

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## DEFINITIONS (continued)

“**VALUABLES**” means spectacles, sunglasses, contact or corneal lenses, sports equipment (other than **Diving Equipment**), watches, furs, jewellery, cameras, camcorder and any accessories, telecommunication, audio and computer equipment or game consoles, including accessories.

“**WHILST IN USE**” means:

For **Diving Equipment**: From the time the **Insured Person** starts putting their equipment on to commence/embark on a dive until the time they have finished removing their equipment after the dive, whether submerged in the water or not.

For skiing equipment: From the time the **Insured Person** leaves their accommodation to go to the ski slope until the time they return to their accommodation.

## GENERAL EXCLUSIONS

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

1. Any **Insured 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 Insurance only**: Any claims if the **Insured Person** is aged 70 years or older at the commencement of the **Insured Trip**, unless declared to and agreed by the Underwriters.

**In respect of Multi Trip Travel Insurance 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 the Underwriters.

3. Any **Insured Trip** in connection with the business or occupation of the **Insured Person** unless declared to and agreed by the Underwriters.

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## GENERAL EXCLUSIONS (continued)

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, treatment, care or monitoring has been given by a **Medical Practitioner** or hospital during the 12 months prior to: -

(i) **In respect of Single Trip Travel Insurance:**

Booking the **Insured Trip** or the Date of Issue of this Certificate, whichever is the later.

(ii) **In respect of Multi Trip Travel Insurance:**

The commencement of the Period of Insurance, or the date of booking any **Insured Trip** covered by this Certificate, whichever is the later.

However, where the **Insured Trip** is booked during the preceding Period of Insurance and before the medical condition has first occurred, this exclusion shall not apply to the cancellation of any **Insured Trip** if this Insurance is a renewal to Westfield Sub Aqua & Marine Insurance Services Limited.

This exclusion shall not apply to any medical 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 Insurance only,** the Winter Sports extension is limited to 17 days in all during the Period of Insurance.

6. Any claim arising out of any condition caused by, prolonged by, or aggravated by any psychiatric, mental or nervous disorder of the **Insured Person**, including anxiety, stress, depression and/or post-traumatic stress disorder.
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 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.

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## GENERAL EXCLUSIONS (continued)

10. Any part of any **Insured 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. Any claim or benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose them to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.
16. Any claim or benefit to the extent that the provision of such cover, payment of such claim or provision of such benefit would contravene local laws or regulations.
17. Any claim involving an act of the **Insured Person** that is deemed to be an illegal act in the **United Kingdom** or the country in which they are travelling.
19. Any loss, damage, liability, cost or expense caused deliberately or accidentally by: -
  - i. The use of, or inability to use any application, software, or programme in connection with any electronic equipment (for example a computer, smartphone, tablet or internet-capable electronic device);
  - ii. Any computer virus;
  - iii. Any computer related hoax relating to i. and/or ii. above.

However, subject to the terms and conditions of this Insurance, the **Insured Person** is covered up to the amount(s) stated in the Schedule under:

- Section 1, Medical Expenses and Additional Expenses and
- Section 2, Cancellation and Curtailment
- Section 6, Personal Accident,

As a result of the injury, illness or death of the **Insured Person**, due to i., ii. or iii. above.

## CONDITION PRECEDENT

### Information Given To The Underwriters

In deciding to accept this Insurance and in setting the terms and premium, the Underwriters have relied on information given by the **Insured Person**. The **Insured Person** must ensure that all information provided is accurate and complete.

If it is established that the **Insured Person** deliberately or recklessly provided false or misleading information, the Underwriters will treat this Insurance as if it never existed and decline all claims.

If it is established that the **Insured Person** were careless in providing the information relied upon in accepting this Insurance and setting its terms and premium, the Underwriters will: -

- Treat this Insurance as if it had never existed and refuse to pay all claims and return the premium paid. This will only happen if the Underwriters provided insurance cover which would not otherwise have been offered, or
- Amend the terms of this Insurance. The Underwriters will apply these amended terms as if they were already in place if a claim has been adversely impacted by the **Insured Person's** carelessness, or
- Charge the **Insured Person** more for this Insurance or reduce the amount the Underwriters pay on a claim in the proportion the premium paid bears to the premium which the Underwriters would have charged.

The Underwriters or the Agent shown in the Schedule will write to the **Insured Person** if any of these actions are taken.

## GENERAL CONDITIONS

### Claims Under More Than One Section

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 GBP50 each **Insured Person** shall be deducted from the total amount of the claim.

### Fraudulent Claims

If the **Insured Person**, or anyone acting on their behalf, makes a claim knowing it to be false or fraudulent in amount or in any other respect, the insurance will become invalid in respect of that **Insured Person**. This means the Underwriters will not pay the false or fraudulent claim, or any subsequent claim, in respect of that **Insured Person**.

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## GENERAL CONDITIONS (continued)

### Cancellation Of This Insurance

If the Period of Insurance is less than 3 months and/or cover has been purchased to insure a specific event/activity: -

- The **Insured Person** can cancel this Insurance from inception and receive a full refund of premium and tax if the Certificate and Schedule is returned to the Agent shown in the Schedule within 14 days of receipt or prior to the **Insured Trip** commencing or the activity taking place, whichever the earlier.
- There will be no refund after this time or if a claim is made.

If the Period of Insurance is 3 months or longer and cover does not relate to a specific event/activity: -

- The **Insured Person** can cancel this Insurance from inception and receive a full refund of premium and tax if the Certificate and Schedule is returned to the Agent shown in the Schedule within 14 days of receipt.
- There will be no refund after this time or if a claim is made. However should the **Insured Person** believe that there are legitimate reasons to have cancelled mid-term, then they may request a refund and this will be considered at the Underwriters' discretion.

### Subrogation

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 **Insured Person** shall, wherever possible, give all such information and assistance as the Underwriters may require to secure such rights.

### Non Payment Of Premium

If the premium has not been paid to the Agent specified in the Schedule within the payment terms agreed between the **Insured Person** and the Agent, then the Underwriters reserve the right to cancel this Insurance from inception as though cover was not taken up. The Underwriters or the Agent shown in the Schedule will write to the **Insured Person** if this action is taken.

This does not affect your statutory rights.

### Endorsements Attaching To This Insurance

No endorsement or amendment to this Certificate shall override the Exclusions or General Exclusions applicable to Section 4, Personal Liability, or the following individual Exclusions: -

Section 2, Cancellation and Curtailment, Exclusion 4

Section 3, Journey Continuation and Delay, Exclusion 5

## WHO TO CONTACT

### 24 Hour Emergency Service Company

In the event of accident or illness resulting in hospitalisation, the following Emergency Service Company must be contacted promptly following such hospitalisation.

Real Travel Assistance  
Tel (UK) +44 (0) 1225 985777  
E-mail: ops@realtravelassistance.com



### Have the following information available: -

1. The Certificate Number and Contract Number 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 you.

Failure to contact the Emergency Service Company and obtain authorisation may prejudice the claim and mean that not all the costs involved will be paid. The **Insured Person** should not attempt to find their own solution and then expect full reimbursement from the Underwriters, without prior approval first having been obtained from the Emergency Service Company.

### Non-Emergency Claims Administrator

In the event of non-emergency claims the following claims administrators must be contacted: -

Accident & Health Claims Services LLP  
7-8 Ducketts Wharf  
South Street  
Bishops Stortford  
Hertfordshire  
CM23 3AR

Tel: +44 (0) 1279 713 860  
email: claims@ahclaimsservices.com

In the event of cancellation of an **Insured Trip** or a Legal Expenses claim, notice must be given promptly of any occurrence that may give rise to a claim.

Accident & Health Claims Services LLP have internal complaints handling procedures, which are available upon request.

## **Reciprocal health agreements with other countries EEA or Switzerland**

A European Health Insurance Card (EHIC) or UK General Health Insurance Card (GHIC) entitle you to reduced cost, sometimes free, medical treatment that becomes necessary while you're travelling in a European Economic Area (EEA) country or Switzerland. The EEA consists of the European Union (EU) countries but the scheme excludes Iceland, Liechtenstein and Norway.

You can find a GHIC application form online at [www.nhs.uk](#) or by telephoning 0300 330 1350 prior to travel.

If the Underwriters agree to a claim for medical expenses which has been reduced because you used an EHIC, GHIC or private health insurance, the Underwriters will not apply the excess for this section. If you do not have one of these, this Insurance will still be valid.

## **Australia**

If the **Insured Person** needs medical treatment in Australia, they must enrol with a local MEDICARE office. They do not need to enrol when they arrive, but must do so after the first occasion they receive treatment. Inpatient and out-patient treatment at a public hospital will then be available free of charge. Details of how to enrol and the free treatment available can be found either by visiting [www.dh.gov.uk/travellers](http://www.dh.gov.uk/travellers) or the MEDICARE website at [www.hic.gov.au](http://www.hic.gov.au).

## **Compensation**

Lloyd's insurers are covered by the Financial Conduct 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,

PO Box 300, Micheldean, GL17 1DY

Telephone: +44 (0)800 678 1000

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

## **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.

## **NOTICE TO THE INSURED PERSON**

### **Law and Jurisdiction**

The cover referred to in this Insurance is subject to the laws of England and Wales and English or Welsh Law alone shall have jurisdiction in any dispute arising hereunder.

### **Complaints Procedure**

Our aim is to ensure that all aspects of your insurance are dealt with promptly, efficiently and fairly. At all times we are committed to providing you with the highest standard of service.

Details of Lloyd's complaints procedures, including timescales for resolution, are set out in a leaflet "Your Complaint - How We Can Help" available at [www.lloyds.com/complaints](http://www.lloyds.com/complaints).

If you are dissatisfied about your insurance or the handling of a claim, you should contact:

The Complaints Department, Ark Syndicate Management Ltd, 30 Fenchurch Avenue, London EC3M 5AD. Email: [complaints@arkunderwriting.com](mailto:complaints@arkunderwriting.com)

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 complaints team at Lloyd's. The contact details are:

Complaints, Lloyd's, Fidentia House, Walter Burke Way, Chatham Maritime, Kent, ME4 4RN

Tel: +44 (0) 20 7327 5693 Fax: +44 (0) 20 7327 5225

E-mail: [complaints@lloyds.com](mailto:complaints@lloyds.com)

If you remain dissatisfied after Lloyd's has considered your complaint, you may refer your complaint to the Financial Ombudsman Service (FOS). The contact details for the FOS are:

The Financial Ombudsman Service, Exchange Tower, London, E14 9SR.

Telephone: 0800 0234567 (calls to this number are free from mobiles and "fixed lines" in the UK) or 0300 1239123 (calls to this number are charged at the same rate as 01 and 02 numbers in the UK).

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

Further information is available at: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

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

### **Amendments to this Certificate**

Should the **Insured Person** wish to amend this Insurance, notification of such amendment should be given to the Agent shown in the Schedule.

### **Are there charges for cancellation or amendment?**

There may be a charge payable to the Agent shown in the Schedule for cancelling or amending the Certificate. If a charge is payable the amount will be advised to you by the Agent at the time of the notification.

## **DATA PROTECTION CLAUSE**

The Assured and/or Insured Persons should understand that any information about them will be processed by the Underwriters in compliance with the General Data Protection Regulation ((EU) 2016/679), for as long as this is directly applicable to the UK, and the Data Protection Act 2018 (and any successor legislation) for the purposes of providing insurance and handling any claims or complaints, if any, which may necessitate providing such information to other parties.

## **YOUR PERSONAL INFORMATION NOTICE**

### ***Who we are***

We are the Lloyd's underwriter(s) identified in the contract of insurance and/or in the certificate of insurance.

### ***The basics***

We collect and use relevant information about you to provide you with your insurance cover or the insurance cover that benefits you and to meet our legal obligations.

This information includes details such as your name, address and contact details and any other information that we collect about you in connection with the insurance cover from which you benefit. This information may include more sensitive details such as information about your health and any criminal convictions you may have.

In certain circumstances, we may need your consent to process certain categories of information about you (including sensitive details such as information about your health and any criminal convictions you may have). Where we need your consent, we will ask you for it separately. You do not have to give your consent and you may withdraw your consent at any time. However, if you do not give your consent, or you withdraw your consent, this may affect our ability to provide the insurance cover from which you benefit and may prevent us from providing cover for you or handling your claims.

The way insurance works means that your information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. We will only disclose your personal information in connection with the insurance cover that we provide and to the extent required or permitted by law.



***Other people's details you provide to us***

Where you provide us or your agent or broker with details about other people, you must provide this notice to them.

***Want more details?***

For more information about how we use your personal information please see our full privacy notice(s), which is/are available online on our website(s) or in other formats on request.

***Contacting us and your rights***

You have rights in relation to the information we hold about you, including the right to access your information. If you wish to exercise your rights, discuss how we use your information or request a copy of our full privacy notice(s), please contact us, or the agent or broker that arranged your insurance who will provide you with our contact details at:

FAO: Compliance  
Ark Syndicate Management Limited  
30 Fenchurch Avenue  
London  
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[https://arkunderwriting.com/privacy\\_notice\\_insured/](https://arkunderwriting.com/privacy_notice_insured/) or by clicking the GDPR button on the following home page <https://arkunderwriting.com>.

## SECTION 1. MEDICAL AND ADDITIONAL EXPENSES

The Underwriters will pay up to the **Sum Insured** each **Insured Person** for the following expenses should they suffer **Bodily Injury** or illness during an **Insured Trip** : -

1. Normal and necessary expenses incurred outside the **United Kingdom** for medical or surgical treatment including specialists' fees, emergency dental treatment up to GBP500 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, ambulance charges, sea ambulance rescue and hyperbaric treatment costs.
2. Reasonable additional accommodation and travel expenses incurred by the **Insured Person** and any one **Close Relative** or member of their **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 their 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 their 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**.

### EXCLUSIONS

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

1. The first GBP50 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 **Insured Trip** or within 8 weeks of the end of the **Insured Trip**.
3. Any claims consequent upon a 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.

Continued/...

## SECTION 1 EXCLUSIONS (continued)

4. Any claims where the **Insured Person** is involved in (except as a spectator): -
  - a) Mountaineering or rock climbing normally involving the use of ropes and/or guide ropes, or free climbing, or potholing, or cave diving (other than cavern diving), or
  - b) Motor sports or any other 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 an **Insured 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. Food, drink and other living costs, other than as a hospital in-patient, and phone charges other than to the Emergency Service Company.
9. Any expenses arising from the **Insured Person's** failure to comply with the current safety recommendations of the **Insured Person's** diving association.
10. Any claim arising directly as a result of the **Insured Person's** failure to take prescribed medication with them on a trip.

### **Additional Exclusion in respect of Multi Trip Travel Insurance only**

11. Any claims arising from **Bodily Injury** or illness 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 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 Emergency Service Company as shown in the section 'Who To Contact' on page 12.

## SECTION 2. CANCELLATION AND CURTAILMENT

The Underwriters will pay up to the **Sum Insured** each **Insured Person** for any irrecoverable payments paid or contracted to be paid for unused travel, accommodation and pre-booked excursions and pre-booked dive trips (including additional reasonable accommodation and travel expenses incurred for return to the **United Kingdom**) should the **Insured trip** be cancelled during the **Cancellation Operative Time** or **Curtailed** during an **Insured Trip**, 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 **Insured 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 an **Insured 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 **Insured 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.

Continued/...

## SECTION 2. CANCELLATION AND CURTAILMENT (continued)

### EXCLUSIONS

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

1. The first GBP50 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 **Insured trip** or within 8 weeks of the end of the **Insured trip**.
3. Any claims consequent upon a 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 attributable to any condition or set of circumstances known to the **Insured Person** at the time of effecting this Insurance or booking an **Insured trip**, where such condition or set of circumstances could reasonably have been expected to give rise to cancellation or **Curtailment** of a trip.

**Note:** No endorsement or amendment to this Insurance shall override this Exclusion.

5. Any claims where medical or other suitable evidence is not provided as proof of the necessity to cancel or **Curtail an Insured trip** .
6. The **Insured Person's** disinclination to travel.
7. Any **Curtailment** claims where the Insured Person is involved in (except as a spectator): -
  - a) Mountaineering or rock climbing normally involving the use of ropes and/or guide ropes, or free climbing, or potholing, or cave diving (other than cavern diving), or
  - b) Motor sports or any other sports tours, or
  - c) Aeronautics or aviation, other than as a passenger.
8. Bank charges or transaction fees on cancellation claims.
9. Any expenses that have been paid for using vouchers, reward or loyalty points or schemes.
10. Any claim arising as a direct result of the **Insured Person's** failure to take prescribed medication with them on an **Insured trip** .
11. Any costs or expenses claimable under the Package Travel and Linked Travel Arrangements Regulations 2018, ATOL Regulations or Section 75 of the Consumer Credit Act.

Continued/...

## SECTION 2. CANCELLATION AND CURTAILMENT (continued)

### Additional Exclusion in respect of Multi Trip Travel Insurances only

13. Any claims arising from **Bodily Injury** or illness 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 **Curtailement** of a package holiday, the Underwriters' liability shall be calculated as a pro-rata proportion of the holiday cost, with the commencement of the **Curtailement** being the date the **Insured Person** arrived at their home in the **United Kingdom**.
2. Any claims for **Curtailement** must be pre-authorised by the Emergency Service Company as shown in the section "Who To Contact" on page 12.

## SECTION 3. JOURNEY CONTINUATION AND DELAY

### Part 1 - Journey Continuation

The Underwriters will pay up to the **Sum Insured** each **Insured Person** for reasonable additional travel and related accommodation expenses incurred to enable them to reach a reserved overseas travel connection or accommodation or up to 30% of the **Sum Insured** each **Insured Person** for such expenses to enable them to return to their home in the **United Kingdom** should, during an **Insured Trip**: -

- 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 the aircraft, sea vessel, coach or train or accommodation

Be delayed or interrupted as a result of one or more of the Insured Events listed in this Section.

Continued/...

### SECTION 3. JOURNEY CONTINUATION AND DELAY (continued)

#### Part 2 - Delay

Either:-

- a) The Underwriters will pay up to the **Sum Insured** each **Insured Person** in accordance with the following scale, should the original scheduled departure time of the aircraft, sea vessel, coach or train on which they are booked for travel be delayed as a result of one or more of the Insured Events listed in this Section.

Scale: -

1. GBP30 for the first completed 12 hour period of delay, and
2. GBP15 for each subsequent completed 12 hour period of delay up to but not exceeding the **Sum Insured**,

Or

- b) If, as a result of one or more of the Insured Events listed in this Section, the **Insured Person** is delayed for at least 24 hours at the commencement of the **Insured trip**, the Underwriters will pay up to the **Sum Insured** under Section 2 – Cancellation and **Curtailment** - each **Insured Person** for any irrecoverable payments paid or contracted to be paid in respect of travel and accommodation in the event that they opt to cancel the **Insured Trip**.

#### Insured Events

1. In respect of non-scheduled public 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. In respect of scheduled public transport: -  
The contingencies specified in 1 above, and adverse weather conditions.

Continued/...

### SECTION 3. JOURNEY CONTINUATION AND DELAY (continued)

#### 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 or prior to the date of issue of this Insurance.
2. Withdrawal from service (temporary or otherwise) of an aircraft or sea vessel on the recommendation of the Civil Aviation Authority or Port Authority or any similar organisation.
3. Additional costs where the travel agent, tour operator or provider of transport has offered alternative travel arrangements, reimbursement, compensation or similar.
4. In respect of Parts 1 and 2b) only, the first GBP50 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 an **Insured trip**, where such condition or set of circumstances could reasonably have been expected to give rise to a claim under this Section.

**Note:** No endorsement or amendment to this Insurance shall override this Exclusion.

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 their itinerary.

#### 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 they are travelling in to arrive and deliver them to the departure point so that they can check-in according to their 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 in writing from the carriers or their handling agents of the number of hours of delay and the reason for the delay.
5. In respect of travel delay claims, the period of delay shall be calculated from the original scheduled departure time until the actual departure time of the aircraft, sea vessel, coach or train on which the **Insured Person** is due to travel.



## SECTION 4. PERSONAL LIABILITY

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

### 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 or business associate.
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 their family or household or of an employee or business associate.
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, animals or drones.
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 **Insured Person's** diving association.

### 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 the **Insured Person's** 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 the **Sum Insured** each **Insured Person** for legal expenses incurred by or on behalf of the **Insured Person** in the pursuit of a claim for damages against a third party who has caused their **Bodily Injury** or illness during an **Insured Trip**.

### 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, the **Insured Person's** family, an employee or business associate.

### 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.
3. 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** each **Insured Person** in accordance with the following Schedule of Compensation should they suffer **Bodily Injury** during an **Insured Trip**.

### SCHEDULE OF COMPENSATION

- |   |                                |
|---|--------------------------------|
| 1. Death  | 40% of the <b>Sum Insured</b>  |
| 2. <b>Loss of Sight</b> of One or Both Eyes   | 100% of the <b>Sum Insured</b> |
| 3. <b>Loss of One or More Limbs</b>   | 100% of the <b>Sum Insured</b> |
| 4. <b>Permanent Total Disablement</b><br>(Other than <b>Loss of Sight</b> or <b>Limb</b> ). | 100% of the <b>Sum Insured</b> |

### 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 **Sum Insured** by Item 1 of the Schedule of Compensation shall be restricted to GBP2,500 in respect of **Insured Persons** under 18 years of age, or under 23 years of age if in full time education.
3. 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.
4. 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.

Continued/...

## SECTION 6. PERSONAL ACCIDENT (continued)

### EXCLUSIONS

In addition to the GENERAL EXCLUSIONS, this Insurance does not cover:

1. Any claims where the **Insured Person** is involved in (except as a spectator): -
  - a) Mountaineering or rock climbing normally involving the use of ropes and/or guide ropes, or free climbing, or potholing, or cave diving (other than cavern diving), or
  - b) Motor sports or any other 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 **Insured Person's** diving association.

### 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 GBP250,000, the compensation payable in respect of each **Insured Person** shall be proportionately reduced until the total does not exceed GBP250,000.

## SECTION 7. HOSPITAL BENEFIT

The Underwriters will pay GBP25 for each completed 24-hour period up to the **Sum Insured**, should the **Insured Person** suffer **Bodily Injury** or illness during an **Insured Trip**, 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 **Insured Trip** or within 8 weeks of the end of the **Insured Trip**.
2. Any claims consequent upon a 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 where the **Insured Person** is involved in (except as a spectator): -
  - a) Mountaineering or rock climbing normally involving the use of ropes and/or guide ropes, or free climbing, or potholing, or cave diving (other than cavern diving), or
  - b) Motor sports or any other 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 **Insured Person's** diving association.

### Additional Exclusion in respect of Multi Trip Travel Insurances only

5. Any claims arising from **Bodily Injury** or illness 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 the **Sum Insured** each **Insured Person** in the event of permanent loss of or damage to accompanied personal baggage, clothing or effects, **Diving Equipment**, underwater camera equipment and **Money** (including reasonable expenses incurred as a result of loss of **Money**), during an **Insured Trip**, subject to: -

1. The limit shown in the Schedule for any one article or pair or set of articles
2. The limit shown in the Schedule for all **Valuables**
3. The limit shown in the Schedule 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 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 GBP50 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** or **Money** whilst in the custody of a carrier.
8. Any loss or damage to personal baggage, clothing or effects whilst left **Unattended**.
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.

Continued/...

## **SECTION 8. PERSONAL BAGGAGE, CLOTHING, DIVING EQUIPMENT, MONEY AND DELAYED BAGGAGE (continued)**

### **Exclusions (continued)**

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 for **Valuables** where suitable evidence is not provided as proof of ownership.
13. Any loss of or damage to **Diving Equipment**, underwater camera equipment or ski equipment **Whilst In Use**.
14. Any claims for drones.

### **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 an **Insured Trip**, whichever is the later, and up to 2 days after completion of an **Insured Trip**, or time of conversion or encashment, whichever is the earlier.

### **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.

Continued/...

## **SECTION 8. PERSONAL BAGGAGE, CLOTHING, DIVING EQUIPMENT, MONEY AND DELAYED BAGGAGE (continued)**

### **Special Conditions (continued)**

- 2. For articles less than 2 years old, where evidence of original purchase can be provided**

The Underwriters shall pay for the original cost of the article or the cost of a comparable replacement, whichever the lesser amount.

#### **For articles more than 2 years old OR where evidence of original purchase cannot be provided**

If the article has been damaged and can be repaired, then payment shall be based upon the repair cost.

If the article is lost or damaged beyond repair, payment shall be based upon prices at the date of loss, less a deduction for wear, tear and depreciation. This is 10% per annum up to a maximum of 30% deduction for items over 3 years old.

Alternatively, the Underwriters reserve the right to replace, reinstate or repair the article.

#### **For toiletries, cosmetics and perishable items**

The Underwriters will pay the purchase cost less 50%.

#### **For prescription medication**

The Underwriters will only pay the original prescription cost or similar cost of such medication in the country to which the **Insured Person** has travelled. The Underwriters will not be liable for any associated costs with regard to transportation of medication or the like.

## **DELAYED BAGGAGE EXTENSION**

This Delayed Baggage Extension will remain in force if this Section is otherwise not covered.

1. If accompanied personal baggage, clothing, or effects are temporarily lost for more than 12 hours by the carrier during an **Insured Trip**, the Underwriters will pay up to the **Sum Insured** each **Insured Person** for the purchase of immediate necessities, but such payment will be deducted from the final claim under this Section 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 GBP40 per day up to the **Sum Insured** 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 the **Sum Insured** each **Insured Person** for any monetary loss or deductible that they are legally liable to pay in respect of loss of or damage to a rental car hired by them during an **Insured Trip**.

### EXCLUSIONS

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

1. Any claims arising out of loss of 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 agree to accept all comprehensive motor insurance or waivers offered by the licensed rental agency, whether discretionary or mandatory, against loss of 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 GBP20 for each completed 24-hour period up to the **Sum Insured**, should the **Insured Person** suffer **Bodily Injury** or illness during an **Insured Trip**, which prevents them from SCUBA diving during that trip.

### EXCLUSIONS

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

1. Any claims where the **Insured Person** is involved in (except as a spectator): -
  - a) Mountaineering or rock climbing normally involving the use of ropes and/or guide ropes, or potholing, or cave diving, or
  - b) Motor sports or any other 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 **Insured Trip** or within 8 weeks of the end of the **Insured Trip**.
3. Any claims consequent upon a 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 **Insured Person's** diving association.
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

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

### SECTION 11. SKI PASSES, EQUIPMENT and/or CLOTHING HIRE AND TUITION FEES

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

1. The unused proportion of any ski pass lost during an **Insured Trip**,
2. The unused proportion of any ski pass, equipment and/or clothing hire and tuition fees if: -
  - (a) The **Insured Person** suffers illness or **Bodily Injury** during an **Insured Trip** which is certified by a local **Medical Practitioner**,  
or
  - (b) The **Insured 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 an **Insured Trip**, the Underwriters will pay up to the **Sum Insured** each **Insured Person** in accordance with the following: -

1. Up to GBP10 per day for additional travel expenses incurred in reaching an alternative skiing site, or
2. GBP20 per day when an alternative skiing site is not 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 an **Insured trip** commencing or ending during the period 1<sup>st</sup> May to 30<sup>th</sup> 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 the **Sum Insured** each **Insured Person** for additional reasonable accommodation and travel expenses incurred if, as a result of avalanche, landslide or landslip, they are unavoidably delayed from leaving their pre-booked resort outside the **United Kingdom** during an **Insured Trip**.

## 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 an **Insured Trip** commencing or ending during the period 1<sup>st</sup> May to 30<sup>th</sup> November inclusive.