



## Dive Master Travel Policy Wording



## Dive Master Diver Travel policy wording

Thank you for choosing Syndicate 1991 at Lloyd's for your insurance cover.

We are a specialist Lloyd's syndicate that understands the differing needs of the customers we serve.

The Dive Master Travel policy is for those persons, families or groups wanting a travel policy whilst on holiday in the UK or abroad.

The Dive Master Travel policy provides cover whilst undertaking leisure holiday activities, which are listed on page 52.

Cover can be provided for one specific trip or as an annual multi-trip policy. Various optional covers may be selected. The travel insurance schedule will confirm what you have chosen.

**IMPORTANT: Please note that the Dive Master Travel policy does not cover medical expenses, personal accident or holiday curtailment claims arising from scuba diving. It does not include liability coverage for dive instruction, dive supervision or advice.**

**If you require any of these specialist benefits please consider purchasing the International Dive Emergency Cover (IDEC) policy or Sport Diver or Pro Diver policy from Dive Master Insurance Consultants. [www.divemasterinsurance.com](http://www.divemasterinsurance.com) or telephone: 01702 476902.**

Our principles are to be open, fair and transparent and to deliver the highest standards of service.

If you feel that our service is below the standard you expect please contact us or your insurance intermediary.

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

**Daniel T Wright** Active Underwriter Syndicate 1991

## Summary of Benefits Limits per Insured Person

| Section   | Cover   | Limit   | Excess                           |
|-----------|---|---|----------------------------------|
| <b>1</b>  | Medical and Other Expenses  |   |                                  |
|           | 1. Journeys outside the United Kingdom  | £2,000,000  | £50 per person (£100 per family) |
|           | 2. Journeys within the United Kingdom   | £5,000  | £50 per person (£100 per family) |
| <b>2</b>  | UK Hospital transfer and additional costs and expenses  |   |                                  |
|           | 1. Hospital Transfer Costs  | £5,000  | £50 per person (£100 per family) |
|           | 2. Return Home Costs  | £2,500  | £50 per person (£100 per family) |
|           | 3. Additional Expenses  | £500  | £50 per person (£100 per family) |
| <b>3</b>  | Cancellation or Curtailment<br>(if shown as included on policy schedule)                              | £3,000 or £5,000 as stated on schedule  | £50 per person (£100 per family) |
| <b>4</b>  | Personal Accident<br>(Death limited to £10,000, £5,000 for persons aged under 16 years)               | £25,000   |                                  |
| <b>5</b>  | Personal Baggage and Dive Equipment   | £2,500 or £3,000<br><br>(£400 or £600 per single article, pair or set) as stated on the policy schedule | £50 per person (£100 per family) |
| <b>6</b>  | Personal Money  | £500  | £50 per person (£100 per family) |
| <b>7</b>  | Loss of Passport  | £500  | £50 per person (£100 per family) |
| <b>8</b>  | Personal Liability  | £2,000,000  | £50 per person                   |
| <b>9</b>  | Delayed Baggage   | £400  |                                  |
| <b>10</b> | Travel Delay  |   |                                  |
|           | 1. Compensation (£20 after 12 hours delay with £10 for each subsequent 12 hours delay up to Limit)    | £150  | Nil                              |
|           | 2. Cancellation (If Insured Person(s) wants to cancel after 24 hours delay on outward leg of Journey) | £5,000  | £50 per person (£100 per family) |
| <b>11</b> | Missed Departure  | £1,000  | £50 per person (£100 per family) |
| <b>12</b> | Hospitalisation/Unprovoked Assault/Hijack and Kidnap Benefit  | £1,000  | £50 per person (£100 per family) |
| <b>13</b> | 1. Catastrophe  | £500  | Nil                              |

|  |   |                              |                                  |
|--|---|------------------------------|----------------------------------|
| 2.   | Loss of Activity Days   | £500                         | Nil                              |
| 3.   | Adverse Weather   | £500                         | Nil                              |
| <b>14</b>  | Legal Expenses (Underwritten by DAS Legal Expenses Insurance Company Ltd)       | £50,000                      | Nil                              |
| <b>Winter Sports Extension included in Premium Annual Multi Trip</b> |   |                              |                                  |
| <b>15</b>  | Ski Equipment (£300 limit on hired ski equipment £500 per article, set or pair) | £750                         | £50 per person (£100 per family) |
| <b>16</b>  | Ski Equipment Hire Charges  | £400                         | Nil                              |
| <b>17</b>  | Piste Closure (Limited to peak season for Resort)                               | £300                         | Nil                              |
| <b>18</b>  | Unused Ski Pack   | £500                         | Nil                              |
| <b>Optional Cover Extensions</b>                                     |   |                              |                                  |
| <b>19</b>  | Adventure Sports and Dive Professional Development Cover                        | Review extension for details |                                  |
| <b>20</b>  | Increased Baggage Item Limit  | £600                         | Nil                              |
| <b>21</b>  | Excess Waiver   | Review extension for details |                                  |
| <b>22</b>  | Independent Itinerary Failure and Travel Disruption Cover                       | Review extension for details |                                  |

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# Important Information

## Insurers

**Sections 1 to 13 and 15 to 22** are insured by Syndicate 1991 at Lloyd's.

Syndicate 1991 at Lloyd's is managed by Coverys Managing Agency Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. Registered in England and Wales No. 04690709. Registered Office: 71 Fenchurch Street, London EC3M 4BS.

Dive Master Insurance Consultants Limited has underwritten this policy on behalf of Syndicate 1991 at Lloyd's in accordance with the authorisation granted under a contract of delegated authority.

Reference for the delegated authority agreement is shown under Unique Market Reference number as shown in the travel insurance schedule.

**Section 14** is insured by DAS Legal Expenses Insurance Company Limited (the Legal Expenses Insurer) Registered in England and Wales. No: 103274. Registered Office:

DAS House, Quay Side, Temple Back, Bristol BS1 6NH. Website: [www.das.co.uk](http://www.das.co.uk)

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority (FRN202106) and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

The legal advice service is provided by

DAS Law Limited and/or a Preferred Law Firm on behalf of DAS. DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority (registered number 423113).

DAS Law Limited Head and Registered Office: DAS Law Limited, North Quay, Temple Back, Bristol, BS1 6FL. Registered in England and Wales. Company number 5417859. [www.daslaw.co.uk](http://www.daslaw.co.uk)

Full details are available on the Financial Service Register which can be found on the Financial Conduct Authority's (FCA) website [www.the-fca.org.uk](http://www.the-fca.org.uk) or by contacting the FCA on telephone number 0800 111 6768.

## Several Liability

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions.

The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

## Coverage

This policy is designed to cover residents domiciled in the **United Kingdom** for pre-booked trips commencing in and returning to the **United Kingdom** for leisure holidays, diving holidays and clerical business trips.

**IMPORTANT: Please note that the Dive Master Travel policy does not cover medical expenses, personal accident or holiday curtailment arising from scuba diving. It does not include liability coverage for dive instruction, dive supervision or advice.**

**If you require any of these specialist benefits please consider purchasing the International Dive Emergency Cover (IDEC) policy or Sport Diver or Pro Diver policy from Dive Master Insurance Consultants. [www.divemasterinsurance.com](http://www.divemasterinsurance.com) or telephone: 01702 476902.**

### **Annual Policy Holders – Auto Renewal Service**

To make sure **You** have continuous cover under **Your** policy, Dive Master will aim to automatically renew (auto-renew) **Your** policy when it expires unless **You** tell **Us** not to. Each year Dive Master will write to **You** 28 days before the renewal date of **Your** policy and provide **You** with the policy documents that will apply and any changes to the premium or the policy terms and conditions. If **You** do not want to auto-renew **Your** policy, just call Dive Master on +44 (0) 1702 476902 or log into **Your** account and select “current policies” then deselect the auto-renewal option. Otherwise the Dive Master will collect the renewal premium(s) from the credit card or debit card used for **Your** original purchase

Please note **Your** renewed policy will only be valid when:

- **You** have told Dive Master about any changes to **Your** risk(including any changes in health conditions)
- The credit card or debit card has been charged

In some circumstances Dive Master may not be able to automatically renew **Your** policy. Dive Master will let **You** know at the time if this is the case. Dive Master are entitled to assume that **Your** details have not changed and **You** have the permission of the card holder unless **You** tell Dive Master otherwise. Dive Master will not retain **Your** payment details. Dive Master will tell the processing bank that have **Your** payment details to charge the relevant premium to the debit card or credit card on or before the renewal date. **You** can tell Dive Master about any changes to **Your** policy details or opt out of automatic renewal at any time by phoning **Us** on +44 (0) 1702 476902 or email [sales@divemasterinsurance.com](mailto:sales@divemasterinsurance.com)



## Important

This is **Your** travel insurance policy.

It sets out what is covered, what is not covered, the conditions **You** need to comply with and is the basis on which claims will be settled.

The travel insurance schedule and any endorsements are all part of the policy.

This policy is a legal contract of insurance between **You** and **Us**.

We provide this insurance in return for the premium **You** have agreed to pay.

It is important that **You**:

- read and review any information provided (including any Statement of Fact if applicable) to ensure it is accurate and correct
- If **You** don't give **Us** correct information, or if **You** don't tell **Us** about any changes:
  - **Your** policy may be invalidated
  - **We** may reject **Your** claim
  - **We** may not pay **Your** claim in full
- check that **Your** policy, the sections, benefit levels, sums insured or limits of liability meet **Your** requirements
- return this policy to the **Administrator** if any amendment is required
- comply with **Your** duties under this policy as a whole.

Alterations in the cover required after the policy is issued will be confirmed by a separate endorsement and/or schedule. **You** should keep these with **Your** policy document in case **You** need to refer to them. **Our** liability shall not exceed the benefit levels or sums insured or limits of liability stated in the policy or as amended by endorsement.

All headings in the policy or travel insurance schedule are for reference purposes only and do not affect its interpretation.

### **This is not a private medical insurance policy**

There is no cover for medical expenses where the **Insured Person** elects to receive private treatment.

The **Insurer** will pay for private treatment only if there is no appropriate reciprocal health agreement in existence and no public service available and the **Insurer** reserves the right to organise a transfer from a private medical facility to a public medical facility where appropriate.

In the event of a claim the **Insurer** or their representatives will require unrestricted access to all **Your** medical records and information.

### **Conformity**

In the policy wording, the travel insurance schedule and any endorsements words in the singular shall include the plural and vice versa. Words importing the masculine will import the feminine and the neuter. References to 'a person' will also include any individual, company, partnership, or any other legal entity. References to a statute law also include all its amendments, replacements, orders or regulations. Some words are in bold type – these are defined words and have a special meaning which can be found in the General Definitions.

## Information you give us

**You** must take care, when answering any questions **We** ask, to ensure that all information provided is accurate and complete.

If **We** establish that **You** deliberately or recklessly provided **Us** with false or misleading information **We** will treat this policy as if it never existed and decline all claims. However, if **We** establish that, unknown to **You**, an **Insured Person** deliberately or recklessly provided false or misleading information **We** shall treat this insurance, in so far as it relates to the **Insured Person** concerned, as if it had never existed and decline all claims relating to such **Insured Person**.

**You** or any **Insured Person** must take care when answering any questions **We** ask to ensure that all information provided is accurate and complete. If any of the information **You** or any **Insured Person** provide in relation to this travel policy proves to be inaccurate or incomplete it could adversely affect this policy or part of it and the validity of claims under it. In the event of such inaccurate or incomplete information being provided. **We** may for example:

- treat this travel policy as if it never existed and refuse to pay claims and return the premium paid. **We** will only do this if **We** provided **You** with insurance cover which **We** would not otherwise have offered
- amend the terms of this insurance. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **Your** carelessness
- charge **You** more for this insurance or reduce the amount **We** pay on a claim in the proportion the premium **You** have paid bears to the premium **We** would have charged or
- cancel the policy in accordance with **Our** Cancellation rights below.

**We** or **Your** insurance advisor will write to **You** if **We**:

- intend to treat **Your** policy as if it never existed or
- need to amend the terms of **Your** policy or
- require **You** to pay more for **Your** insurance.

If **You** become aware that information **You** have given **Us** is inaccurate, **You** must inform the **Administrator** as soon as practicable

### Pre-existing medical conditions

You will not be covered for any claims arising from:

**1** At the time of buying the travel policy or booking a trip (whichever is later):

- A** any medical condition that **You** or any travelling companion have or have had or for which **You** or any travelling companion are taking or have been taking prescribed medication within the last two years
- B** any medical condition that **You** or any travelling companion have or have had for which **You** or any travelling companion:
  - i. are seeing a **Medical Practitioner** or
  - ii. been referred to a **Medical Practitioner** for investigation of an ongoing condition or pending investigation of a possible undiagnosed condition or
  - iii. are awaiting a non-routine consultation with a **Medical Practitioner** or
  - iv. been diagnosed with a new condition within the last two years
- C** any medical condition, of which **You** are aware, of a **Relative** or **Close Business Colleague** which could affect the ability of **You** or any travelling companion to travel

**D** Any psychiatric or mental illness including Alzheimer's, anxiety, bi-polar disorder, dementia, depression, eating disorder, mental instability, phobias, psychotic disorders, schizophrenia.

UNLESS **You** have declared such medical conditions or circumstance to the medical referral line on **01689 892234** and cover has been agreed in writing

- 2** At the time of buying the travel policy or booking a trip (whichever is later), any medical condition for which **You** or a travelling companion, **Relative** or **Close Business Colleague** have received a terminal prognosis.

## Change in Health/ New medical condition being diagnosed

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

When disclosed to the medical referral line, they will:

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

In the event of **You** receiving a terminal prognosis, with life expectancy of less than 12 months, all cover under this travel policy shall cease. In respect of any trips booked and paid for prior to **You** receiving such terminal prognosis, You may be covered under Section 3 – Cancellation or Curtailment.

**The Medical referral line can be contacted on 01689 892234.**

## Cancellation of the policy and cooling-off period

Should this policy not meet with **Your** requirements please return the documentation to the **Administrator** who provided the insurance within 14 days from date of purchase or renewal of the policy or the day **You** received **Your** policy documentation, whichever is later, and provided that **You** have not travelled and no claim has been made or is intended to be made and no incident has occurred that is likely to result in a claim **You** will receive a premium refund and the policy will be treated as though it had never existed.

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

**Dive Master Insurance Consultants,**

**17-23 Rectory Grove, Leigh-on-sea, Essex, SS9 2HA**

**Telephone 44+ (0) 1702 476 902**

Email: sales@divemasterinsurance.com

After the expiry of **Your** 14 days statutory cooling-off period **You** continue to have the right to cancel **Your** policy at any time but without the right to a refund of premium.

### **Our Cancellation Rights**

**We** can cancel this insurance by giving **You** thirty (30) days' notice in writing.

**We** will only do this for a valid reason (examples of valid reasons are as follows):

- non-payment of premium
- a change in risk occurring which means that **We** can no longer provide **You** with insurance cover
- non-cooperation or failure to supply any information or documentation **We** request

If this insurance is cancelled then, provided a claim or the possibility of a claim has not been notified to **Us**, **You** will be entitled to a refund of any premium paid, subject to a deduction for any time for which **You** have been covered. This will be calculated on a proportional basis.

In the unlikely event that **We** cancel **Your** policy **We** will do so by notifying **Your** insurance advisor and sending **You** a letter of cancellation to **Your** last known address.

The Consumer Insurance (Disclosure and Representations) Act 2012 and the Insurance Act (2015) set out situations where failure by **You** to provide **Us** with complete and accurate information as required by **Us**, allow **Us** to cancel the policy, sometimes back to its start date and to keep any premiums paid.

# Complaints Procedure

All sections other than Section 14 - Legal Expenses are insured 100% by Syndicate 1991 at Lloyd's. In the event that you wish to make a formal complaint to DTW1991 you should contact **Us** using one of the following options:

- A** in writing (letter or email) to the address shown below; or
- B** by telephone to the telephone number shown below.

General Manager  
Insurance Administration Services Limited  
P.O. Box 9 Mansfield  
Nottinghamshire NG19 7BL

Email: [complaints@ias-health.com](mailto:complaints@ias-health.com)  
Tel: +44 (0)1623 683586

Once **Your** complaint is received, **We** shall acknowledge it within 5 working days and shall attempt to respond within 14 days from the date of receipt but in any event no later than the response time stipulated by any instructions received from the relevant UK regulator.

In the event that **You** remain dissatisfied **You** can refer the matter to Lloyd's. Their address and contact details are as follows:

## Complaints

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

Email: [complaints@lloyds.com](mailto:complaints@lloyds.com)  
Tel: +44 (0)20 7327 5693  
Fax: +44 (0)20 7327 5225

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

## Section 14 – Legal Expenses

If **Your** complaint relates to Section 14 – Legal Expenses

– please write to:

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

Tel: +44 (0)344 893 9013 or via  
Email: [customerrelations@das.co.uk](mailto:customerrelations@das.co.uk) or

complete the online complaints form at [www.das.co.uk/about-das/complaints](http://www.das.co.uk/about-das/complaints)

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

PO Box 6806, Wolverhampton WV1 9WJ.

**You** can also contact them by telephone on 0300 555 0333 or email them at [enquiries@legalombudsman.org.uk](mailto:enquiries@legalombudsman.org.uk) Website: [www.legalombudsman.org.uk](http://www.legalombudsman.org.uk)

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

### The Financial Ombudsman Service

If **You** remain dissatisfied after Lloyd's or **DAS** has considered **Your** complaint, **You** may have the right to refer **Your** complaint to the Financial Ombudsman Service. The contact details for the Financial Ombudsman Service are:

The Financial Ombudsman Service, Exchange Tower  
London E14 9GE

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

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

Telephone: 0300 123 9123 (charges apply) or 0800 023 4567 (free phone).

For callers from abroad: +44(0)20 7964 0500 (charges apply).

The Financial Ombudsman Service offers a free and independent service to **You**, to help settle disputes between businesses providing financial services and their customers.

### Financial Services Compensation Scheme (FSCS)

The **Insurers** are covered by the Financial Services Compensation Scheme (FSCS). This means that **You** may be entitled to compensation from the scheme if **We** cannot meet **Our** obligations. This depends on the type of business and the circumstances of the claim. Further information about compensation is available from the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk) or telephone 0800 678 1100 or 020 7741 4100.

### European Online Dispute Resolution

If **You** have purchased **Your** policy online and are unhappy with the product or the service **You** received, **You** can also use the European Commission's Online Dispute Resolution service to make a complaint at <http://ec.europa.eu/consumers/odr/>. The purpose of this platform is to identify a suitable Alternative Dispute Resolution provider and **We** expect that this will be the Financial Ombudsman Service. Please be aware that the Financial Ombudsman Service will only be able to consider **Your** complaint after the **Insurers** have had the opportunity to consider and resolve it.

### Legal Advice

Legal advice is available over the telephone on any personal legal problem governed by the law of the **United Kingdom** relating to **Your Journey** including goods and services purchased for **Your Journey**, the **Journey** itself and any personal injury suffered during **Your Journey**. Advice is not available regarding any dispute that may arise concerning this policy. This service is completely confidential and is operated by the **Legal Expenses Insurer** with advice provided by their team of fully qualified lawyers. To obtain free legal advice telephone +44 (0)117 934 0553 (when phoning please quote **Your** policy number and reference: TV1/6855409).

### Maximum Excess

The maximum excess payable by each Insured Person named in the travel insurance schedule in respect of any one occurrence or incident resulting in a claim will be limited to:

- £50 in respect of each **Insured Person** irrespective of the number of Sections involved
- £100 per Family irrespective of the number of Sections involved.
- £250 in respect of each **Insured Person** irrespective of the number of Sections involved for trekking in Nepal

A higher excess may apply as notified by the medical referral company when pre-existing medical conditions are disclosed for claims caused by or related to declared medical conditions.

## Reciprocal Health Agreement

**Insured Persons** travelling to European Union countries are strongly advised to obtain a European Health Insurance Card (EHIC) from their local Post Office or online at: [www.ehic.org.uk](http://www.ehic.org.uk) or by telephone on 0300 330 1350 .

This EHIC entitles **You** to benefit from the reciprocal health agreements which exist between European Union countries. Where medical expenses have been reduced by the use of an EHIC, or by a contribution from the **Insured Person's** private health insurance and PROVIDED THAT liability has been accepted by the **Company** for such reduced medical expenses, the £50 per **Insured Person** (£100 per **Family**) excess under Section 1 – Medical Expenses will be reduced by the amount of such reduction or contribution up to a maximum reduction of £50 per **Insured Person** (£100 per **Family**). The **United Kingdom** has reciprocal health arrangements with certain other countries e.g. Australia, New Zealand and Russia. Visit <http://www.dh.gov.uk/travellers> for a list of those countries in which **You** may be entitled to free treatment or treatment at reduced cost.

## Foreign and Commonwealth Office Travel Advice

**You** must observe travel advice provided by the Foreign and Commonwealth Office (FCO).

No cover is provided under any section of this policy in respect of travel to a destination to which the FCO has advised against all or all but essential travel unless specifically noted and agreed by **Insurers** in writing

In the event **You** are already at a destination on the date the FCO issues a warning against all travel or all but essential travel to that destination, cover will be maintained for a period of up to 7 days and then cover will cease unless otherwise agreed in writing by the **Company**.

Travel advice can be obtained from the FCO by visiting their website at [www.fco.gov.uk](http://www.fco.gov.uk) and clicking on the link for Travel Advice.

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

For 24 hour Worldwide Emergency Assistance and pre-travel advice contact:

Mayday Assistance (Assistance Company) Telephone +44 (0) 20 8050 1991  
Email [operations@maydayassistance.com](mailto:operations@maydayassistance.com)

When contacting the **Assistance Company** please advise them that **You** are insured under scheme reference DM Holiday Travel and quote the Policy ID stated in the travel insurance schedule. **You** must contact the **Assistance Company** prior to:

- 1** **You** being admitted as an inpatient at any hospital, clinic or nursing home. If this is not possible because of the seriousness of the condition, then **You** must contact the **Assistance Company** as soon as possible after **You** are admitted
- 2** any repatriation arrangements being made
- 3** burial or cremation or transportation of the **Insured Person's** body
- 4** any hospital transfer being arranged or return home costs incurred under Section 2 sub-section 1 or sub-section 2 and obtain authorisation for any costs to be incurred.

Once contacted and if **Your** claim is valid, an experienced assistance co-ordinator will ensure that necessary medical fees are guaranteed and where appropriate repatriation/transportation is arranged by the most suitable method.

The **Assistance Company** can provide advice and assistance in many other circumstances. For example it can:

- liaise with medical staff and hospitals
- guarantee medical fees if necessary
- arrange emergency repatriation with medical escort if necessary
- advise other members of the party if **You** go into hospital
- advise on how to locate lost or delayed baggage with carriers
- refer **You** to an embassy, consulate or other source of legal consultation
- organise onward travel tickets following missed departure
- provide advice before **You** travel for example:
  - which currencies and/or travellers cheques to take
  - banking hours
  - any visa entry requirements and permits required
  - inoculation requirements
  - the language spoken and the time zones in the countries being visited.



## General Definitions

Wherever these words or phrases appear in **bold** type in this policy, they will have the following meanings. Please note that Section 14 – Legal Expenses includes additional definitions which exclusively apply to that section.

### **Administrator**

Dive Master Insurance Consultants Limited  
17-23 Rectory Grove, Leigh-on-sea, Essex, SS9 2HA  
Telephone: 01702 476 902  
Email: sales@divemasterinsurance.com

### **Assistance Company**

Mayday Assistance  
2 Clifton Mews, Clifton Hill, Brighton BN1 3HR  
Telephone: +44 (0)20 8050 1991 or  
Email: operations@maydayassistance.com

### **British Forces Posted Overseas (BFPO)**

Members of the United Kingdom HM Forces posted overseas with British Forces Post Office address.

### **Claims Handler**

For all sections except Section 14 – Legal Expenses:  
Insurance Administration Services Limited  
P.O. Box 9, Mansfield, Notts. NG19 7BL  
Telephone: 01623 683 585  
Email: claims@ias-health.co.uk

### **Close Business Colleague**

A person employed by the same company as the **Insured Person** and whose absence from the business is likely to affect the decision to cancel the **Journey**.

### **Company**

Syndicate 1991 at Lloyd's,  
71 Fenchurch Street, London EC3M 4BS

### **Curtailement**

Returning to the **Insured Person's** home in the **United Kingdom** or the Channel Islands PRIOR TO the scheduled date of return from the **Journey**.

### **Damages**

Unliquidated **damages** but excluding punitive, exemplary or any multiple of compensatory **damages**.

### **Date of Issue**

The date this policy was issued as stated in the travel insurance schedule.

### **Defence Costs**

- 1 The cost of legal representation at:
  - A coroner's inquest or any inquiry in respect of any death
  - B proceedings in any court arising out of any alleged breach of statutory duty
- 2 All costs and expenses incurred with the Insurer's written consent and relating to any claim which may be the subject of indemnity under Section 8 – Personal Liability.

### **Dive Equipment/Diving Equipment**

Means self-contained underwater breathing apparatus, buoyancy compensators, weights & weight belts, fins, masks, masks with prescription lenses, snorkels, knives, wet or dry suits, pressure & depth gauges, compasses, torches, lamps, dive watches, dive computers, purpose made dive bags and anything specifically agreed by **Us**.

### **Excess**

The amount that the **Insured Person** will pay towards a claim as stated in each policy section and/or medical referral endorsement.

### **Family**

Up to two adults residing at the same address for at least last six months and all their dependent children under the age of 18 years (under 24 years if in full time education) residing at the same address (and/or residing elsewhere in the **United Kingdom** or the Channel Islands if in full time education) at **Date of Issue**.

### **Geographical Limits**

Whichever of the following is stated as being applicable in the travel insurance schedule:

Area 1: England, Scotland, Wales, Northern Ireland and the Isle of Man

Area 2: all countries in Area 1 plus Algeria, Andorra, Armenia, Austria, Azores, Belarus, Belgium, Bosnia-Herzegovina, Bulgaria, Canary Islands, Channel Islands, Croatia, Czech Republic, Denmark, Egypt, Eire, Estonia, Faroe Islands, Finland, France, Georgia, Germany, Greece, Hungary, Iceland, Israel, Italy, Jordan, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Madeira, all islands in the Adriatic, Aegean, Balearic, Ionian, Mediterranean and Tyrrhenian Seas, Moldova, Monaco, Morocco, Netherlands, Norway, Poland, Portugal, Romania, Russia (West of the Urals), San Marino, Serbia and Montenegro, Slovakia, Slovenia, Spain, Sweden, Switzerland, Tunisia, Turkey, Ukraine (West of the Ural mountains), Vatican City, Liveaboard itineraries in the Red Sea are included in this section providing the trip starts and ends in one of the above countries.

Area 3: Worldwide

### **Golf Equipment**

Golf clubs, golf bag, non-motorised trolley and golf shoes.

### **Insured Person(s)/You/Your**

Each person stated in the policy schedule as being insured (provided that such person is resident in the **United Kingdom** or the Channel Islands with an address in the **United Kingdom** or the Channel Islands and registered with a doctor).

### **Insurers/We/Our/Us**

In respect of the cover provided under:

- 1 all Sections other than Section 14 – Legal Expenses, Syndicate 1991 at Lloyd's(the Company)
- 2 Section 14 – Legal Expenses, DAS Legal Expenses Insurance Company Limited (the Legal Expenses Insurer/DAS)

### **Journey**

If annual multi-trip cover is selected:

Any pre-booked trip of up to 30 days duration (or 60,90 or 120 days duration if stated on the travel insurance schedule and the appropriate premium has been paid) within the **Geographical Limits** for social, domestic, pleasure, educational or commercial business purposes (but excluding **manual work**) commencing from and returning to the **United Kingdom** or the Channel Islands and involving travel:

- A** outside the **United Kingdom** or the Channel Islands or
- B** solely within the **United Kingdom** or the Channel Islands PROVIDED THAT the **Journey** involves at least:
  1. one night stay for commercial business purposes or
  2. two nights stay for all other trips or
  3. air travel or sea travel

at pre-booked accommodation not owned by or leased to any **Insured Person** or any person **You** are travelling with.

If single trip cover is selected:

- A** the pre-booked trip, for which this insurance policy was issued, of up to 12 months duration (in respect of **Insured Persons** aged 70 years or under at the **Date of Issue**) within the **Geographical Limits** for social, domestic, pleasure, educational or commercial business purposes (but excluding **manual work**) commencing from and returning to the **United Kingdom** or the Channel Islands or
- B** the pre-booked trip, for which this insurance policy was issued, of up to 31 days (in respect of **Insured Persons** aged 71 to 85 years at the **Date of Issue**) within the **Geographical Limits** for social, domestic, pleasure, educational or commercial business purposes (but excluding **manual work**) commencing from and returning to the **United Kingdom** or the Channel Islands or
- C** For trips solely within the **United Kingdom** or the Channel Islands PROVIDED THAT the **Journey** involves at least one night stay for commercial business purposes or at least two night stay for all other trips or involves air or sea travel at pre-booked accommodation not owned by or leased to any **Insured Person** or any person **You** are travelling with.

### **Legal Expenses Insurer/DAS**

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

### **Manual Work**

Means work that is physical, including, but not limited to construction, installation, assembly and building work. You will not be covered for work that involves installing, putting together, maintaining, repairing or using heavy electrical, mechanical or hydraulic machinery.

### **Medical Practitioner**

Means a registered practicing member of the medical profession recognised by the law of the country where they are practicing who is not related to **You** or any person **You** are travelling with.

### **Money**

Cash, currency, bank notes, traveller's cheques, pre-paid debit card, postal or money orders, travel tickets, holiday vouchers, hotel vouchers, admission tickets, passes and food vouchers.

### **Operative Time of Cover**

If annual multi trip cover is selected

**1** The cancellation insurance provided under

Section 3 – Cancellation or Curtailment is effective from the date of booking a **Journey** or the date of commencement of the **Period of Insurance** (whichever is the later) and terminates when during the **Period of Insurance** the **Insured Person** leaves their home within the United Kingdom or the Channel Islands to commence such **Journey** or upon expiry of the **Period of Insurance** (whichever is the earlier).

**2** The Curtailment insurance provided under Section 3 – Cancellation or Curtailment and the insurance provided under all other applicable Sections of this policy commence when during the Period of Insurance the Insured Person leaves their home in the United Kingdom or the Channel Islands to commence a Journey and terminates upon:

**A** the **Insured Person's** direct return to such home at the end of such **Journey**

or

**B** expiry of the Period of Insurance

whichever is the earlier.

If single trip cover is selected

The cancellation insurance provided under

Section 3 – Cancellation or Curtailment is effective from the **Date of Issue** and terminates when on the departure date the **Insured Person** leaves their home within the **United Kingdom** or the Channel Islands to commence the **Journey** at which time the **Curtailment** insurance provided under Section 3 – Cancellation or Curtailment and the insurance provided under all other applicable Sections commence and continue until the **Insured Person's** return to such home within the **United Kingdom** or the Channel Islands at the end of such **Journey** or expiry of the **Period of Insurance**, whichever occurs first.

### **Period of Insurance**

The period stated in the travel insurance schedule. The **Period of Insurance** is automatically extended for up to 30 days in the event that completion of the **Journey** is delayed due to any circumstances beyond the **Insured Person's** control PROVIDED THAT the **Insured Person** is not being detained by the police or any other lawful authority for any criminal act or breach of any law or enactment and PROVIDED THAT the **Insured Person** makes all efforts to complete the **Journey** as soon as possible after the original scheduled completion date of the **Journey**.

### **Relative**

Spouse, fiancé(e), civil partner, partner, parent, step-parent, parent-in-law, grandparent, child, step-child, son-in-law, daughter-in-law, grandchild, brother, sister, step-brother, step-sister, brother-in-law, sister-in-law of the **Insured Person** or of the person with whom the **Insured Person** is travelling or had arranged to stay.

### **Ski Equipment**

Helmets, snowboard, skis, bindings, ski poles, boots and goggles.

### **Unattended**

An article will be deemed to be unattended if it is not close enough and within the sight of the **Insured Person** to prevent unauthorised interference.

### **Unattended Vehicle**

A motor vehicle which contains neither a driver nor a passenger.

### **United Kingdom (UK)**

England, Scotland, Wales, Northern Ireland, the Isle of Man and **BFPO**.

### **Valuables**

Articles made of or containing gold, silver, precious material or precious stones, audio equipment (for example: head phones, mp3 players, radio or portable speakers), binoculars, computer, iPad, kindle, tablet computer, e-books, e-readers, hand held games consoles and equipment, jewellery, photographic equipment (for example: camera, body, lenses, flashguns, filters, cases, straps, underwater housings and strobes and all other accessories), portable satellite navigation devices, telescopes, video equipment and other type of recording equipment, watches

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

## Policy Contract

In consideration of **You** having paid the premium stated in the travel insurance schedule, **We** agree to provide the insurance in the manner and to the extent specified in this policy provided that:

- 1** **You** shall be subject to all the terms conditions limitations and/or exclusions contained in this policy, policy schedule or by additional endorsement(s)
- 2** **Our** liability shall not exceed the benefit levels or sums insured or limits of liability expressed herein
- 3** there shall be no cover under Section 5 – Personal Baggage and Section 6 – Personal Money UNLESS these sections are stated in the travel insurance schedule as being included and appropriate premium paid
- 4** there shall be no cover under Sections 15, 16, 17, and 18 UNLESS the winter sports extension is stated in the travel insurance schedule as being included and appropriate premium paid
- 5** there shall be no cover under any optional extensions Sections 19 to 22 UNLESS the extension is stated in the travel insurance schedule as being included and appropriate premium paid.

# General Conditions (applicable to all sections)

## 1 Precautions

The **Insured Person** MUST:

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

## 2 Claims

If there are any circumstances that give rise to a claim under this policy the **Insured Person** must follow the procedure How to Make a Claim detailed on page 57 and supply at the request of and without cost to the **Insurers** all such proof, information and evidence and provide all such assistance as the **Insurers** may require, complying with ALL deadlines set by the **Insurers** and complying with ALL deadlines set by any court or legally empowered authority for the disclosure of information, production of proof, evidence and/ or documentation and provision of assistance. No admission, offer, promise, payment or indemnity shall be made or given by or on behalf of the **Insured Person** without the written consent of the **Insurers**.

## 3 The Company's rights in the event of a claim in respect of all Sections other than Section 14 – Legal Expenses

- A The **Company** shall be entitled but not bound to take over and conduct in the name of the **Insured Person** the defence or settlement of any claim or to prosecute in the name of the **Insured Person** for its own benefit any claim for indemnity or **Damages** or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim.
- B The **Company** shall be entitled at any time in its own name or in the name of the **Insured Person** to take action to effect the recovery of any part of the personal baggage and/or personal **Money** and/or **Ski Equipment** insured or for securing reimbursement in respect of any loss or damage and the **Insured Person** shall give the **Company** all information and assistance in so doing.
- C Upon payment of any claim for Personal Baggage and/or Ski Equipment, other than for repair, any part of the property in respect of which payment is made shall belong to the **Company** subject to the **Insured Person's** right to reclaim it upon repayment to the **Company** of the amount paid by the **Company**.

## 4 Law and Jurisdiction

This contract of insurance will be governed by the laws of England and Wales and this policy is subject to the exclusive jurisdiction of the courts in England and Wales.

## 5 Uninsured Expenses

If any costs and/or expenses not covered by this insurance have been incurred by the **Insurers**:

- on **Your** behalf or
- any additional or increased costs and/or expenses incurred by the **Insurers** as a result of **Your** failure to comply with the terms, provisions, conditions and limitations of this policy

then **You** shall repay all such costs and/or expenses to the **Insurers** within 30 days of the request to do so by the **Insurers**.

## 6 Other Insurance or Indemnities

- A** If a claim is made and there is other insurance covering the same claim, then this policy shall apply only in excess of any amount paid under such other insurance
- B** If the **Insured Person** also seeks to obtain payment in respect of the same claim from any other insurance, then **We** will not be liable to pay more than **Our** proportionate share of any such claim and costs and expenses.

## 7 Independent Travel

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



# Data Protection – Personal Information

## Who we are

In this section **We** means:

Syndicate 1991 at Lloyd's and

DAS Legal Expenses Insurance Company Limited

## The basics

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

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

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

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

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

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

## If you would like more information

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

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

## Contacting us and your rights

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

| <b>Organisation</b>  | <b>Privacy Policy/Notice Website</b>   | <b>Data Protection Officer's details</b>  |
|--|--|---|
| <b>DTW1991 /<br/>Coverys Managing<br/>Agency Limited<br/>In respect of all sections<br/>excluding section 17</b> | <a href="http://www.dtw1991.com/pages/privacy-policy">www.dtw1991.com/pages/<br/>privacy-policy</a>            | <a href="mailto:data.protection@coverys.co.uk">data.protection@coverys.co.uk</a><br>The Data Protection Officer<br>Coverys Managing Agency Limited<br>71 Fenchurch Street<br>London<br>EC3M 4BS<br>+44 20 7977 0800 |
| <b>Das Legal Expenses<br/>Insurance Company<br/>Limited<br/>In respect of section 17<br/>only.</b>               | <a href="https://www.das.co.uk/legal/privacy-statement">https://www.das.co.uk/legal/<br/>privacy-statement</a> | <a href="mailto:dataprotection@das.co.uk">dataprotection@das.co.uk</a><br>Data Protection Officer<br>DAS Legal Expenses Insurance Company<br>Ltd<br>DAS House<br>Quay Side<br>Temple Back<br>Bristol<br>BS1 6NH     |

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

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

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

Information Commissioner's Office

Wycliffe House  
Water Lane  
Wilmslow  
Cheshire  
SK9 5AF

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

## General Exclusions (applicable to all sections)

This insurance does not cover:

1

- A any person aged 86 years or over at the **Date of Issue** if single trip cover selected
- B any person aged 80 years or over at the **Date of Issue** if annual multi trip cover selected
- C any person who is not permanently resident in the **United Kingdom** or the Channel Islands with a permanent address in the United Kingdom or the Channel Islands

D For annual multi trip policies:

Any trip where the intended duration of the **Journey** exceeds 30 days (60 or 90 or 120 days if stated on the travel insurance schedule). No cover is provided for any part of the **Journey** even if a loss occurs within 30 days (60 or 90 or 120 days if stated on the policy schedule) where the planned **Journey** exceeds the maximum duration

E For single trip policies:

Any trip where the intended duration of the **Journey** exceeds the **Period of Insurance** stated on the travel insurance schedule. No cover is provided for any part of the **Journey** even if a loss occurs within the **Period of Insurance** stated on the travel insurance schedule where the planned **Journey** exceeds the **Period of Insurance** stated on the travel insurance schedule

2 Loss, damage, bodily injury, death, disease, illness, liability costs or expenses arising out of or in connection with any:

- A **manual work** or hazardous occupation of any kind undertaken by the **Insured Person** during the **Journey**
- B wilful, malicious or criminal act of the **Insured Person** or breach of any law or enactment by the **Insured Person**
- C engagement in any leisure activity either as a professional or where **You** receive any financial reward or gain.

**Note: There is no cover for Scuba Diving in Section 1 – Medical and Other Expenses or Section 4 – Personal Accident. These benefits are available in the Dive Master International Diving Emergency Cover (IDEC) that may be purchased separately.**

D participation in any activity which does not fall within the activities shown as included in **Your** travel insurance schedule or the activities covered listed under Leisure Holiday Activities Covered unless declared to and accepted by the **Company**

3 any claim arising if at the time of purchasing this insurance **You** or a travelling companion:

- A are aware of any circumstances which could be expected to give rise to a claim under this insurance
- B have had a cancerous, cardio-vascular, cerebrovascular, renal, respiratory condition and/or stroke within the last 2 years
- C have had any other medical condition which is under the supervision of a hospital or a consultant or **Medical Practitioner** or have required any hospital admission or treatment in the previous 2 years
- D have been taking continuous medication and have had any change in medication or change in dosage in the previous 12 months

**E** have any medical condition that a **Medical Practitioner** is seen for or have been referred to a **Medical Practitioner** for investigation, an undiagnosed condition or non-routine hospital consultation or new condition being diagnosed within the last 2 years

**F** are awaiting the results of any tests or awaiting surgery

**G** are aware of any medical condition or change in medical condition after having purchased a policy of any **Relative** or **Close Business Colleague** whether travelling with the **Insured Person** or not on whose state of health the **Insured Person's** decision to cancel or curtail the **Journey** may depend

**H** have been advised of a terminal prognosis

**I** have a change in medical condition after having purchased the travel policy

**J** Any psychiatric or mental illness, anxiety, depression or stress, eating disorders or related conditions

UNLESS the medical condition or change in medical condition has been declared to and accepted in writing by the medical referral line.

Contact Medical Referral Helpline on +44 (0) 1689 892 234 quoting reference DM Holiday Travel.

**4** Any claim caused by or arising from:

**A** pregnancy or childbirth in respect of any trip starting and/or finishing within eight weeks of the expected date of birth

**B** wilfully self-inflicted illness or injury, the influence of drugs (except drugs taken in accordance with treatment prescribed and directed by a registered medical practitioner other than for drug addiction), drug addiction, solvent abuse, sexually transmitted diseases, travel contrary to medical advice or where the purpose of travelling is to obtain medical treatment

**C** **You** having drunk an amount of alcohol that has caused **Your** judgement to be seriously affected

**5** Death, injury, illness or disablement directly or indirectly resulting from the **Insured Person's** suicide or attempted suicide or deliberate exposure to danger (except in an attempt to save human life) or the **Insured Person's** criminal act

**6** Any claim caused by or arising from:

**A** war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war or any act, condition or warlike operation

**B** warlike action by a regular or irregular military force or civilian agents, or any action taken by any government, sovereign or other authority to hinder or defend against an actual or expected attack

**C** insurrection, rebellion, revolution, attempt to usurp power or popular uprising or any action taken by governmental or martial authority in hindering or defending against any of these

**D** the discharge, explosion or use of a weapon of mass destruction employing nuclear fission or fusion, or chemical, biological, radioactive or similar agents, by any party at any time for any reason

**7** loss, destruction, damage, liability costs or expenses resulting from pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds

**8** any claim caused by, contributed to or arising from:

**A** ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel

**B** the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

**9** any claim caused by, contributed to or arising from a **Journey** to a destination where the United Kingdom Foreign and Commonwealth Office has advised against all travel or all but essential travel

**10** An **Insured Person** engaging in motorcycling as either a driver or a passenger UNLESS the **Insured Person** is wearing a crash helmet and as driver of the motorcycle the **Insured Person**:

- A** has held a current valid full United Kingdom motorcycle driving licence permitting them to drive such motorcycle for at least two years and
- B** has had no motorcycle accidents or convictions in the previous two years
- 11** air travel other than as a passenger in a licensed aircraft being operated by a licensed commercial air carrier
- 12** big game hunting, BMX stunt riding, boxing, bungee jumping (unless with a licensed operator), canyoning, free climb mountaineering, heli-skiing, high diving (other than from a purpose built diving board over a man-made swimming pool), horse riding involving jumping trials, hunting or competitive riding, jousting, kite-surfing, martial arts, microlighting, motor rallies or competitions, mountaineering (ordinarily necessitating the use of ropes or guides), extreme downhill mountain biking, outdoor endurance, racing, rock climbing, safaris (where **You** will be using a firearm), sailing (offshore – more than 12 miles from coastline), scuba diving when flying within 24 hours of last dive, show jumping, sky diving, sky surfing, stunt events, underground activities (other than as part of an organised excursion or tour or as entry for a cave dive performed by a qualified diver), water-ski jumping, white water rafting (above grade 3) or wrestling
- 13** any organised sports trip or tour whilst **You** are playing (if the winter sports extension is stated in the policy schedule as being applicable – this exclusion shall not apply in respect of amateur winter sports not otherwise excluded) or any variations thereof UNLESS declared to and accepted in writing by the **Company**
- 14** winter sports of any kind UNLESS stated in the travel insurance schedule as being included in which case this insurance does not apply whilst the **Insured Person** is engaging in heli-skiing, ski-touring, ski-racing competitions and training therefor (other than properly supervised competitions organised and held on piste by a ski-school as part of their official course), freestyle skiing, ski-jumping, ski flying, ski/snowboard-acrobatics, ski/snowboard-stunting, extreme skiing/ snowboarding, skeletoning and luge or any variations thereof
- 15**
- A** The failure or any consequence of the failure of the **Legal Expenses Insurer** or their servants or agents to satisfy in all or in part their obligations
- B** any errors or omissions or any consequence thereof in the advice, service or assistance given by the **Legal Expenses Insurer** or their servants or agents in relation to the cover provided under Legal Expenses or the Free Legal Helplines
- 16** any claim caused by or arising out of a System Failure or if a System Failure forms an identifiable element in the chain of events from which the loss arises whether or not it is the proximate cause of the loss.
- System Failure shall mean malfunction or non-function of any mechanical and/or electronic system (whether or not the property of the **Insured Person**) caused by:
- i. the response of a computer to any date or date change or
  - ii. the failure of a computer to respond to any date or date change or
  - iii. the loss of or denial of access to any data either owned by the **Insured Person** or a third party
  - iv. any loss or damage to or change or corruption of data or software
- 17** The **Company** shall not be liable for any computer virus or hacking into or degradation of or breach of security in or denial of access to a computer or computer system or website. Computer includes computer hardware, computer software, microchip, microchip processor, any electronic equipment and any device which gives or processes or receives or stores electronic instructions or information.
- 18** The **Company** shall not be liable for any claims arising directly or indirectly for **Journeys** that:

- A** if single trip cover is selected are expected to exceed 365 days duration where the **Insured Person** is aged under 71 years
  - B** if annual multi trip cover is selected are expected to exceed 31 days duration (or 60 or 90 or 120 days duration if shown on the travel insurance schedule as being applicable and the appropriate premium has been paid)
  - C** are expected to exceed 31 days duration where the **Insured Person** is aged 80 years or over  
UNLESS declared to and accepted in writing by the **Company**.
- 19** There will be no benefit paid by **Insurers** where doing so would breach any sanctions, prohibitions or restrictions imposed by law or regulation.
- 20** The **Company** shall not be liable under Section 1 – Medical and Other Expenses or Section 4 – Personal accident for any claims arising directly or indirectly from any injury, illness or death attributable to scuba diving.

# Details of Cover

## Section 1 – Medical and Other Expenses

### Sub-section 1 - Journeys outside the United Kingdom or the Channel Islands

1 The **Company** shall up to £2,000,000 in total in respect of:

**A**

- i medical, hospital and treatment expenses
- ii cost of emergency dental treatment for the immediate relief of pain only but limited to £400 in total
- iii ambulance charges, cost of rescue services, reasonable accommodation and/or travelling and/or repatriation expenses to the **United Kingdom** or the Channel Islands
- iv necessary additional accommodation and travelling expenses including those of one **Relative** or friend required on medical advice to stay or travel with the **Insured Person** or if **You** are a child and require an escort

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

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

**B** additional hotel and travel costs incurred in the event of the necessary repatriation of the **Insured Person** to their home within the **United Kingdom** or the Channel Islands as a result of the sudden and unexpected death, serious injury or serious illness occurring during the **Journey** of the **Insured Persons' Relative** or **Close Business Colleague**

2 The **Company** shall pay the necessary charges in the event of death occurring during the Journey for:

- i. burial or cremation of the **Insured Person** in the locality where death occurs not exceeding £2,000 in total

or

- ii. transporting the **Insured Person's** remains or ashes to their home in the **United Kingdom** or the Channel Islands (excluding funeral or interment costs)

subject to the prior approval of the **Assistance Company**

PROVIDED THAT:

- 1. cover is in respect of **Journeys** outside the **United Kingdom** except for residents of the Channel Islands where this cover will apply outside the **Channel Islands**
- 2. the amount payable shall not exceed the amounts stated or £2,000,000 in total and shall only be in respect of costs incurred within 12 months of the date of the incident giving rise to the claim

3 the **Company** shall not be liable for the cost of:

**A** any medical, surgical or remedial treatment or any other costs:

- 1. incurred following completion of such transfer
- 2. which would have been incurred had such a transfer not been undertaken

**B** transferring the **Insured Person** more than once in respect of any one occurrence of bodily injury or illness to the **Insured Person's** home within the **United Kingdom** or Channel Islands

4 all costs incurred by the **Assistance Company** in returning:

- A the **Insured Person's** personal baggage
- B if applicable – the private motor vehicle driven by the **Insured Person** on the **Journey** during which such accidental bodily injury or illness occurred

to the **Insured Person's** home within the **United Kingdom** or the Channel Islands.

#### **Excess**

This insurance does not cover the first £50 per **Insured Person** (£100 per **Family**) in respect of each separate incident giving rise to a claim hereunder except where medical expenses have been reduced by the use of an EHIC or contribution from the **Insured Person's** private health insurance in which case PROVIDED THAT liability has been accepted by the **Company** for such reduced medical expenses the excess will be reduced by the amount of such reduction or contribution up to a maximum reduction of £50 per **Insured Person** (£100 per **Family**).

#### **Sub-section 2 - Journeys within the United Kingdom (or within the Channel Islands for residents of the Channel Islands)**

1 The **Company** shall pay up to:

- A i. £250 in total in respect of EMERGENCY medical and treatment expenses
- ii. the cost of EMERGENCY dental treatment for the immediate relief of pain only but limited to £100 in total

necessarily and reasonably incurred within the **United Kingdom** on medical advice as a direct result of the **Insured Person** sustaining accidental bodily injury or suffering the onset of illness during the **Journey**

- B £5,000 in total in respect of accommodation and/or travelling and/or repatriation expenses to the **Insured Person's** home or to the most suitable hospital or nursing home near to the **Insured Person's** home within the **United Kingdom** (including necessary additional accommodation and travelling expenses of one **Relative** or friend required on medical advice to stay or travel with the **Insured Person** or if **You** are a child and require an escort) necessarily incurred on medical advice as a direct result of the **Insured Person** sustaining accidental bodily injury or suffering the onset of illness during the **Journey**
- C £1,000 in total in respect of charges for the cost of transporting the **Insured Person's** remains or ashes to the **Insured Person's** home in the **United Kingdom** (excluding funeral or interment costs) in the event of death occurring during the **Journey**
- D £500 in total in respect of additional hotel and travel costs incurred in the event of the necessary repatriation of the **Insured Person** to their home within the **United Kingdom** as a result of the sudden and unexpected death, serious injury or serious illness occurring during the **Journey** of the **Insured Person's Relative** or **Close Business Colleague**

PROVIDED THAT:

- 1 cover shall apply only in respect of **Journeys** solely within the **United Kingdom** but for residents of the Channel Islands this sub-section will apply for **Journeys** within the Channel Islands
- 2 the amount payable shall not exceed the amounts stated or £10,000 in total and shall only be in respect of costs incurred within 12 months of the date of the incident giving rise to the claim
- 3 the **Assistance Company** is notified PRIOR TO any arrangements being made and has authorised any costs to be incurred.



### **Excess**

This insurance does not cover the first £50 per **Insured Person** (£100 per **Family**) in respect of each separate incident giving rise to a claim hereunder.

### **Section 1 Exclusions (also see General Exclusions)**

This insurance does not cover:

- 1 any claim if the Insured Person travels against medical advice or travels to receive medical treatment
- 2 the following costs and expenses unless they have been authorised by the Assistance Company:
  - A inpatient, hospital, clinic or nursing home expenses
  - B repatriation transportation or additional hotel or travel costs and expenses
  - C burial or cremation costs outside the **United Kingdom** or the Channel Islands
  - D charges levied for services rendered or treatment received in the **United Kingdom** or the **Channel Islands**
- 3 any elective medical or dental treatment or exploratory tests
- 4 dental work involving precious material
- 5 treatment which in the opinion of a medical or dental practitioner could reasonably be delayed until the return of the **Insured Person** to their home in the **United Kingdom** or the Channel Islands
- 6 medical, hospital or treatment expenses which the **Insured Person** knows at the time of departure on the **Journey** will be required or required to be continued during the course of such **Journey**
- 7 charges levied for services rendered or treatment received after 12 months from the date of any incident giving rise to a claim.
- 8 medical expenses where the **Insured Person** elects to receive treatment in a private hospital where public funded hospital treatment or care is available.
- 9 Any claims arising directly or indirectly from an injury, illness or death attributable to scuba diving.

### **Section 1 - Conditions**

It is a requirement of this insurance that if between the date of purchasing this insurance and the date of the **Journey** the **Insured Person** is first diagnosed as having a medical condition or has a change in medical condition, the **Insured Person** must give details of the condition by calling the Medical Referral helpline on 01689 892 234 quoting reference DM Holiday Travel. The **Company** reserves the right to impose special terms in the light of any such details disclosed.

Medical Expenses Claims – the **Assistance Company** MUST BE NOTIFIED PRIOR TO:

- A the **Insured Person** being admitted as an inpatient at any hospital, clinic or nursing home. If this is not possible because of the seriousness of the condition then **You** must contact the **Assistance Company** as soon as possible after being admitted
- B any repatriation arrangements being made
- C burial, cremation or transportation of the **Insured Person's** body
- D any hospital transfer being arranged or return home costs incurred under Section 2 sub-section 1 or sub-section 2.

For assistance telephone: +44 (0)20 8050 1991 or

email: operations@maydayassistance.com

When contacting the **Assistance Company** please advise them that **You** are insured under scheme reference DM Holiday Travel and quote the policy number stated in the policy schedule

## Section 2 – UK Hospital Transfer and Additional Costs and Expenses

### 1 Hospital Transfer Expenses

If during the **Journey** the **Insured Person** sustains accidental bodily injury or suffers the onset of illness which results in them being:

**A** repatriated to the **United Kingdom** or the Channel Islands by the **Assistance Company** and admitted as an inpatient

or

**B** directly admitted as an inpatient

at a hospital or nursing home within the **United Kingdom** or the Channel Islands but more than 35 miles from their home within the **United Kingdom** or the Channel Islands the **Company** will at the request of the **Insured Person** pay up to £5,000 in total for costs incurred by the **Assistance Company** in transferring the **Insured Person** to a suitable hospital or nursing home close to the **Insured Person's** home.

Such costs to include:

- i. the cost of medical, surgical or remedial treatment given or prescribed by a **Medical Practitioner**
- ii. hospital and/or nursing home treatment and
- iii. ambulance charges

subject to costs being necessary to enable such transfer to be undertaken.

PROVIDED THAT:

4. such transfer is made with the consent of the **Medical Practitioner** attending the **Insured Person**
5. in the professional opinion of the **Medical Practitioner** attending the **Insured Person** and/or the **Company's** medical advisers the **Insured Person** will remain continuously hospitalised for at least 72 hours following completion of such transfer
6. prior to the commencement of such transfer an available bed has been arranged and confirmed at the hospital to which the **Insured Person** is to be transferred

### 2 Return Home Costs

If during the **Journey** the **Insured Person** sustains accidental bodily injury or suffers the onset of illness which in the opinion of the **Medical Practitioner** attending the **Insured Person** directly results in the **Insured Person** being physically unable to return for more than 72 hours after their scheduled date and time of return to their home within the **United Kingdom** or the Channel Islands by the same means of transport by which they undertook the **Journey** during which such accidental bodily injury or illness occurred the **Company** will at the request of the **Insured Person** pay up to £2,500 in total in respect of all costs reasonably and necessarily incurred:

**A** with the authority of the **Assistance Company** in respect of the **Insured Person's** additional travel, subsistence and accommodation expenses incurred from the time of the occurrence of such accidental bodily injury or onset of illness until the time of return to such home within the **United Kingdom** or the Channel Islands

**B** by the **Assistance Company** to return to the **Insured Person's** home within the **United Kingdom** or within the Channel Islands:

- i. the **Insured Person**
- ii. the **Insured Person's** personal baggage

- iii. if applicable – the private motor vehicle driven by the **Insured Person** on the **Journey** during which such accidental bodily injury or illness occurred

### 3 Additional Expenses – Accompanying Travellers and Visiting Family

If during the **Journey** the **Insured Person** sustains accidental bodily injury or suffers the onset of illness which results in a valid claim under 1 Hospital Transfer Expenses or 2 Return Home Costs of this Section the **Company** will pay up to:

- A** £500 in total in respect of the additional travel, subsistence and accommodation expenses reasonably and necessarily incurred by any person or persons with whom the **Insured Person** was travelling on the **Journey** when such bodily injury or illness occurred PROVIDED THAT it would not have been necessary to incur such additional costs and expenses had such bodily injury or illness not occurred.
- B** £500 in total in respect of the additional travel, subsistence and accommodation expenses reasonably and necessarily incurred by the **Insured Person's** parent(s) or legal guardian(s), partner or spouse or the children of either of them for the purposes of visiting the **Insured Person** whilst they remains in a hospital or nursing home within the **United Kingdom** or the Channel Islands as a direct result of such bodily injury or illness.

### Section 2 - Conditions

- 1 As soon as is practicable after the occurrence of any accidental bodily injury or onset of illness which may be the subject of a claim under this Section the **Insured Person** shall place himself/herself under the care of a **Medical Practitioner** whose advice they must follow.
- 2 All such additional travel, subsistence and accommodation expenses MUST be authorised by the **Assistance Company** prior to being incurred.

### Excess

This insurance does not cover the first £50 per **Insured Person** (£100 per **Family**) in respect of each separate incident giving rise to a claim hereunder.

### Section 2 - Exclusions (also see General Exclusions)

This insurance does not cover:

- 1 repatriation, transportation and additional travel, subsistence and accommodation costs and expenses not authorised by the **Assistance Company**
- 2 costs incurred or charges levied for services rendered or treatment received after 12 months from the date of any incident giving rise to a claim
- 3 all costs recoverable under Section 1 – Medical and Other Expenses.
- 4 any medical, surgical or remedial treatment or any other costs:
  - i. incurred following completion of such transfer
  - ii. which would have been incurred had such a transfer not been taken.
- 5 transferring the **Insured Person** more than once in respect of any one occurrence of bodily injury or illness.

## Section 3 – Cancellation or Curtailment

The **Company** shall pay up to £3,000 or £5,000 (as stated in the schedule) in total in respect of the otherwise irrecoverable loss of deposits, instalments and balances paid or contracted to be paid by the **Insured Person** for the **Journey** in respect of travel, accommodation, car hire and pre-booked excursions booked prior to the scheduled date of departure of such **Journey** and incurred as a result of the necessary and unavoidable cancellation or **Curtailment** of such **Journey** due to:

- 1 the death, serious injury or serious illness occurring or manifesting itself during the **Operative Time of Cover** of the:
  - A **Insured Person** or
  - B person with whom the **Insured Person** is travelling or had arranged to stay or
  - C **Relative** or **Close Business Colleague** of the **Insured Person** or of the person with whom the **Insured Person** is travelling or had arranged to stay
- 2 the **Insured Person** or person with whom they travelling or staying being summoned for jury service, subpoenaed as a witness at a court of law, involuntarily made redundant from permanent employment and entitled to payment under the current redundancy payments law or compulsorily quarantined during the **Operative Time of Cover**
- 3 the **Insured Person's** permanent home within the **United Kingdom** or the Channel Islands or the permanent home within the **United Kingdom** or the Channel Islands of any person with whom the **Insured Person** is travelling being rendered uninhabitable by fire, storm or flood up to 14 days before the departure date
- 4 the presence of the **Insured Person** or travelling companion being required by the police following burglary at their home or normal place of business in the **United Kingdom** or the Channel Islands
- 5 the United Kingdom Foreign and Commonwealth Office advising against "All Travel" or "All but essential travel" after the **Journey** was booked or insurance purchased, whichever was later, to the destination the **Insured Person** was intending to travel.
- 6 the authorised leave of the **Insured Person** as a member of the British Armed Forces, police, medical profession, ambulance or fire brigade service being unexpectedly cancelled.
- 7 the **Insured Person** or travelling companion being medically unfit to dive and deemed so by a **Medical Practitioner**.

PROVIDED THAT at the time of effecting this insurance or booking the **Journey** the **Insured Person** was not aware of any reason why such **Journey** may have to be cancelled or curtailed.

### Section 3 - Conditions

- 1 Immediate notification of a Cancelled **Journey** must be given:
  - i. verbally or in writing to the **Claims Handler** and
  - ii. in writing to the tour operator or travel agent (or in respect of **Journeys** not arranged via a tour operator or travel agent – to the accommodation and transport providers)
- 2 in the event of the **Journey** being **Curtailed**, the **Insured Person** must notify the **Assistance Company** of the circumstances giving rise to the claim and obtain their authorisation PRIOR TO arranging to return home from the **Journey**.
- 3 the **Company** will have the option to replace any incentive gift or promotional vouchers or points that form the subject of a claim under this Section with alternative gift or promotional vouchers or to pay for an equivalent replacement for the unused proportion of travel or accommodation or pay the cash equivalent thereof.

4 It is a requirement of this insurance that if between the date of purchasing this insurance and the date of the **Journey**:

**A** The **Insured Person** or

**B** Person with whom the **Insured Person** is travelling or had arranged to stay or

**C** **Relative** or **Close Business Colleague** of the **Insured Person** or of the person with whom the **Insured Person** is travelling or had arranged to stay

If first diagnosed as having a medical condition or has a change in medical condition, the **Insured Person** must give details of the new condition or change to the Medical Referral helpline on +44 (0) 1689 892 234 quoting reference DM Holiday Travel.

The **Company** reserves the right to impose special terms in the light of any such details disclosed.

#### **Excess**

This insurance does not cover the first £50 per **Insured Person** (£100 per **Family**) (reduced to £25 in respect of loss of deposit per **Insured Person** or £60 per **Family**) in respect of each separate incident giving rise to a claim hereunder.

#### **Section 3 - Exclusions (also see General Exclusions)**

1 The **Company** shall not be liable for more than:

**A** £5,000 or the otherwise irrecoverable loss of deposits, instalments and balances paid or contracted to be paid (whichever is less)

**B** in respect of **Curtailement** claims only – the proportionate part of the total contracted **Journey** cost for each day of the **Journey** foregone up to a maximum of £5,000.

2 Cover under this Section shall not apply in respect of:

**A** death, injury or illness of any persons who is not:

I. an **Insured Person**,

II. **Relative** or **Close Business Colleague** of the **Insured Person** or

III. travelling companion of the **Insured Person**

**B** **Curtailement** not notified to and authorised by the **Assistance Company**

**C** the disinclination to travel of the **Insured Person** or any person with whom they are travelling.

#### **Section 4 – Personal Accident**

To pay to the **Insured Person** the applicable under mentioned benefit if during the **Journey** the **Insured Person** sustains accidental bodily injury by violent external and visible means (including unavoidable exposure to the natural elements) which independently of any other cause results within 12 months from the date of such bodily injury in the death, loss of limb, loss of sight in one or both eyes or permanent total disablement of the **Insured Person**.

#### **Benefit**

1 Death – £10,000

2 Loss of Limb – meaning total and permanent loss of use by physical separation or otherwise of one or both hands at or above the wrist joint and/or one or both feet at or above the level of the ankle (talo-tibular joint) – £25,000

- 3** Loss of Sight in one or both eyes – meaning total and permanent loss of sight which shall be deemed to have occurred:
- A** in both eyes when the **Insured Person's** name has been added to The Register of Blind Persons on the authority of a qualified ophthalmic specialist – £25,000
  - B** in one eye when the degree of sight remaining after correction is 3/60 or less on the Snellen Scale and the **Company** is satisfied that the condition is permanent and without expectation of recovery – £25,000
- 4** Permanent Total Disablement – meaning total and permanent disablement which prevents the **Insured Person** from engaging in or giving attention to any business or occupation of any and every kind having lasted for 12 consecutive months from the date of the accident and having been proved to the **Company's** satisfaction to be beyond the hope of improvement – £25,000.

#### Section 4 - Conditions

- 1 The **Company** shall not pay more than one benefit in connection with the same accident.
- 2 In respect of any **Insured Person** under the age of 16 years at the time of bodily injury Benefit 1 Death – will be limited to £5,000.
  1. In respect of any **Insured Person(s)** motorcycling as either a driver or a passenger the benefits will be limited to £5,000.

#### Section 4 - Exclusions (also see General Exclusions)

This insurance does not cover:

- 1 Diving accident or injury
- 2 Any claims arising directly or indirectly from an injury, illness, death attributable to scuba diving or free diving

### Section 5 – Personal Baggage and Dive Equipment

This section only applies if shown on **Your** travel insurance schedule as being included.

The **Company** shall pay up to £2,500 or £3000 (as stated in the policy schedule) in total (after taking into account a deduction for wear and tear and depreciation) for loss, theft or accidental damage to **Your** baggage (for example: clothing and personal effects, property worn or carried by **You**, suitcases and like receptacles, pushchairs, pedal cycles and hand propelled wheelchairs all being **Your** property) and **Dive Equipment** occurring during the **Journey**.

PROVIDED THAT:

- 1
  - A** any loss of or damage to baggage and/or **Dive Equipment** occurring in transit is reported as soon as practicable to the carrier (for example: the airline) and a written report (or in the case of an airline a Property Irregularity Report) obtained from them
  - B** all other losses must be reported to the local police within 24 hours of discovery and a written report obtained from them
- 2 when not being worn or carried by **You**, items of **Valuables** MUST be kept in a safe or safety deposit box if one is available within the booked accommodation occupied by **You** or hidden out of sight in your locked booked accommodation.

- 3 the **Company** shall not be liable for more than:
- A £400 or £600 (as stated on the schedule) for any one article, pair or set irrespective of single or joint ownership
  - B £400 or £600 (as stated on the schedule) total in respect of loss of or damage to **Valuables** irrespective of single or joint ownership
  - C the proportionate value of that part of any pair or set that is lost or damaged
- 4 the **Company** will have the option of repair, replacement, reinstatement or cash payment.

#### **Excess**

This insurance does not cover the first £50 per **Insured Person** (£100 per **Family**) in respect of each separate incident giving rise to a claim hereunder.

#### **Section 5 - Exclusions (also see General Exclusions)**

See Exclusions applicable to Sections 5, 6 and 7 on page 40.

### Section 6 – Personal Money

This section only applies if shown on **Your** travel insurance schedule as being included.

The **Company** shall pay up to £500 in total in respect of accidental loss of personal **Money** owned solely by **You** occurring during the **Journey**

PROVIDED THAT:

1. when not being carried by **You Money** MUST be kept in a safe or safety deposit box if one is available within the booked accommodation occupied by **You** or hidden out of sight in **Your** locked booked accommodation.
2. all losses are reported to the police and a written report obtained from them as soon as practicable and in respect of loss of travellers cheques and/or credit/pre-paid cards such loss is also reported to the appropriate issuing authority as soon as practicable upon discovery.
3. loss of currency is limited to the amount permitted by currency regulations in force at the date of the **Journey** but not exceeding £500.

#### **Excess**

This insurance does not cover the first £50 per **Insured Person** (£100 per **Family**) in respect of each separate incident giving rise to a claim.

#### **Section 6 - Exclusions (also see General Exclusions)**

See Exclusions applicable to Sections 5, 6 and 7 on page 40.

### Section 7 – Loss of Passport

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

PROVIDED THAT:

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

#### **Excess**

This insurance does not cover the first £50 per **Insured Person** (£100 per **Family**) in respect of each separate incident giving rise to a claim.

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

This insurance does not cover:

- 1 loss, damage, theft or attempted theft of:
  - A Property unattended** including **Money**, credit cards, passport, personal baggage or **Dive Equipment** left in the open or any public place
  - B Your Valuables, Money**, credit cards or passport from personal baggage unless carried by hand and under **Your** personal supervision
  - C** personal baggage and/or **Dive Equipment** from any **Unattended Vehicle** unless there is physical evidence of a forcible and violent entry into or exit from the vehicle, and that the items were stored in the locked and secured glove compartment, boot or luggage space of that vehicle and kept out of sight at all times
  - D** Items of baggage, **Valuables, Dive Equipment** and **Ski Equipment** that are stolen from an **Unattended Vehicle** between the hours of 9pm and 7am local time
  - E** personal baggage or **Dive Equipment** from any roof rack, external rack or container
  - F** mobile telephones
  - G** Items of baggage, **Dive Equipment** or **Ski Equipment** that have been left **Unattended** in **Your** locked and secured holiday accommodation or cabin if **You** are on a liveaboard, unless there is evidence of a forced and violent entry into or exit from **Your** accommodation or cabin.
- 2 loss or damage caused by or arising from:
  - A** delay, confiscation or detention by Customs or other officials or authorities
  - B** fraud or deception
- 3 loss of or damage to:
  - A** stamps, documents, contact or corneal lenses, hearing aids, alcohol, tobacco (or tobacco products), perishable goods, motor vehicle (or accessories) or antiques
  - B Ski Equipment** and/or sports equipment whilst in use
  - C Golf Equipment**, business equipment, goods, samples or tools
- 4 loss or damage due to wear and tear, gradual deterioration, atmospheric or climatic conditions, insects, parasites, vermin, mechanical or electrical breakdown, scratching, denting or any process of cleaning, drying, alteration or repair
- 5 shortages due to error, omission or depreciation in value  
damage to brittle articles (for example: teeth or dentures)



- 6 damage to computer, radio or audio equipment (including accessories, discs, memory sticks or mp3 players), electronic games or e-books
- 7 Electrical or mechanical fault of any an item of **Dive Equipment** or **Valuables**

## Section 8 – Personal Liability

**IMPORTANT: This is not a specialist diving liability policy, it does not include coverage for dive instruction, supervision and advice. If You require such benefits please purchase the Sport Diver or Pro Diver liability products.**

The **Company** will cover **You** up to the limit of  
£2,000,000 in total in respect of:

- 1 any money that **You** legally have to pay that relates to an accident during **Your Journey** which causes:
  - A accidental bodily injury to or death of any person
  - B accidental physical loss of or damage to material property caused by **You**
  - C accidental physical loss of or damage to temporary holiday accommodation which is not owned by **You** or a person **You** are travelling with or a **Relative**.
- 2 legal costs and expenses incurred by **You** in relation to the accident provided that **You** have obtained the **Company's** consent in writing before incurring any costs and expenses.

PROVIDED THAT:

- 1 the Insured Person:
  - A forwards to the **Claims Handler** IMMEDIATELY upon receipt every letter, claim, writ, summons or process
  - B notifies the **Claims Handler** in writing when the **Insured Person** has knowledge of any impending prosecution, inquest, fatal accident or official inquiry in connection with any such accident
- 2 no admission, offer, promise, payment or indemnity is made or given by or on behalf of the **Insured Person** without the written consent of the **Company**.

In the event of the death of the **Insured Person** the **Company** will indemnify the legal personal representatives of the **Insured Person** as though they were the **Insured Person** but only in respect of liability incurred by the **Insured Person**.

### Limit of Indemnity

The liability of the **Company** under this Section for **Damages** and claimant's costs and expenses in respect of one occurrence or of a series of occurrences consequent on or attributable to one source or original cause or incident shall not exceed £2,000,000 in total.

### Excess

This insurance does not cover the first £50 per **Insured Person**.

### Section 8 - Exclusions (also see General Exclusions)

This insurance does not cover:

- 1 accidental bodily injury to or death, disease or illness of any person under a contract of service or apprenticeship with the **Insured Person** arising out of and in the course of such contract of service or apprenticeship
- 2 liability in respect of loss of or damage to property belonging to or held in trust by or in the charge, care, custody or control of the **Insured Person** or any member of the **Insured Person's Family** other than temporary holiday accommodation occupied (but not owned) by **You**.
- 3 liability arising by, through or in connection with the:
  - A ownership of any premises, land or building
  - B ownership, possession, control or use by or on behalf of the **Insured Person** of any:
    - i. motorised vehicle
    - ii. aircraft or other aerial device including unpowered flight
    - iii. hovercraft or watercraft (other than the use but not ownership manually propelled watercraft)
    - iv. firearm
    - v. animal
- 4 liability arising from the transmission of any communicable disease or Human Immunodeficiency Virus (HIV) and/or any HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or any mutant derivatives or variations thereof
- 5 liability which attaches to the **Insured Person** by reason of an agreement or contract unless such liability would have attached in the absence of such agreement or contract
- 6 punitive, exemplary or any multiple of compensatory **Damages**
- 7 liability arising out of or in connection with the **Insured Person's** business, profession or employment
- 8 Any legal liability arising from in consequence of any injury caused by any participant to another participant (player to player) or spectator whilst playing, practicing or training whilst participating in **Your** sporting activity.
- 9 Scuba diving instruction, supervision and advice or any other supervision and training relating to recreational sports and activities
- 10 Any claim where there is a breach of **Your** certifying association standards and recommendations
- 11 Any claims covered by a more specific liability policy or group dive club or association liability insurance
- 12 Liability arising from any UK dive trips less than 5 days in duration and/or not including pre-booked accommodation.

## Section 9 – Delayed Baggage or Dive Equipment

The **Company** shall pay up to £400 in total for the emergency purchase of essential items of clothing and personal requisites and/or **Dive Equipment** if during the **Journey** the **Insured Person** is deprived of personal baggage or **Dive Equipment** taken on the **Journey** for 12 hours or more from the time of arrival at the pre-booked destination on the outward leg of the **Journey** due to delay or misdirection by the carrier (for example: airline) such payment being made at the rate of:

- £100 for the first full 12 hour period plus
- an additional £100 for the next full 12 hours plus
- an additional £200 if the period reaches or exceeds 48 consecutive hours
- £300 overall for the hire of **Dive Equipment** per **Insured Person**, or up to a maximum of £150 towards purchasing replacement items of **Dive Equipment** if it is not possible to hire the equipment at **Your** destination.

PROVIDED THAT:

- 1 the non-arrival of the **Insured Person's** personal baggage or **Dive Equipment** is reported as soon as practicable to the carrier and a written report (or in the case of an airline a Property Irregularity Report) obtained from them
- 2 the **Insured Person** submits to the **Company** original receipts for all items purchased together with the carrier's written report (or Property Irregularity Report) and written confirmation from the carrier of the number of hours delay.

**Section 9 - Exclusions (also see General Exclusions)**

This insurance does not cover personal baggage or **Dive Equipment** delayed or detained by customs or other officials.

## Section 10 – Travel Delay

The **Company** shall pay up to the limits shown below in total in respect of additional expenses incurred directly as a result of strike, industrial action, riot or civil commotion, adverse weather conditions or mechanical breakdown of the booked mode of transport resulting in a delay of at least 12 hours in the departure of any coach, train, sea vessel or aircraft in which the **Insured Person** is booked to travel on any leg of the **Journey**.

### 1 Compensation

The **Company** will pay the **Insured Person**:

- £20 for the first 12 hours delay in any single leg of the **Journey** plus
- £10 for each subsequent period of 12 hours delay in the same leg of the **Journey** and
- £10 for each period of 12 hours delay on any subsequent leg of the **Journey**

Subject to an overall maximum payment of £150 for all legs of the **Journey**.

### 2 Cancellation

If after 24 hours delay in departure on the initial outward leg of the **Journey** the **Insured Person** wishes to cancel their **Journey** the **Company** will reimburse the irrecoverable loss of deposits, instalments and balances paid or contracted to be paid of such **Journey** in respect of travel, accommodation and excursions up to but not exceeding the cancellation limit stated on the schedule in total

PROVIDED THAT in respect of 1. Compensation and 2. Cancellation:

1. the **Insured Person** obtains written confirmation from the carrier (or their handling agents) of the number of hours delay in departure of such conveyance from the time shown in the itinerary and the reasons for such delay
2. no warning of any such strike, riot, civil commotion, industrial action or inclement weather resulting in a claim under this Section had been given prior to booking the **Journey** or commencement of the **Period of Insurance** (whichever is the later)
3. in respect of 2 Cancellation – if any part of the **Journey** has been booked using incentive, gift or promotional vouchers or points the **Company** will have the option to replace such items with alternative vouchers or to pay for the equivalent replacement travel or accommodation or pay the cash equivalent thereof.

### Excess

This insurance does not cover the first £50 per **Insured Person** (£100 per **Family**) in respect of **2.Cancellation** for each separate incident giving rise to a claim.

### Section 10 - Exclusions (also see General Exclusions)

See Exclusions applicable to Sections 10 and 11 on page 44.

## Section 11 – Missed Departure

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

- 1 mechanical breakdown, strike, riot, civil commotion, industrial action or adverse weather conditions commencing during the **Period of Insurance** and causing interruption of scheduled public transport service
- 2 accident or mechanical failure of the private motor vehicle in which the **Insured Person** is travelling PROVIDED THAT the private motor vehicle has been serviced in accordance with the manufacturer's recommendations
- 3 abnormal and unforeseeable traffic congestion which the **Insured Person** can prove resulted in an increase of more than four hours in the time that such **Journey** would normally take and which causes the **Insured Person** to arrive at the coach terminal, rail terminal, port or airport too late to board the coach, train, sea vessel or aircraft upon which they had been booked to travel
- 4 Strike, industrial action, riot, civil commotion, adverse weather condition or mechanical breakdown of the booked mode of transport resulting in a delay of at least 4 hours in the departure of such booked mode of transport occurring on any one leg of the **Journey** and which causes the **Insured Person** to arrive at the coach terminal, rail terminal, port or airport too late to board the coach, train, sea vessel or aircraft upon which they had been booked to travel on their Journey according to the official itinerary

Please note coverage under this section will only apply to the replacement cost of one leg of **Your** journey. If **You** require coverage for the failure of **Your** itinerary, coverage can be obtained under the Independent Itinerary Failure and Travel Disruption optional extension.

### Section 11 - Condition

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

### Excess

This insurance does not cover the first £50 per **Insured Person** (£100 per **Family**) in respect of each separate incident giving rise to a claim.

### Exclusions applicable to Sections 10 and 11 (also see General Exclusions)

This insurance does not cover claims:

- 1 if the **Insured Person** fails to take all necessary steps to arrive at the coach terminal, rail terminal, port or airport according to the official itinerary supplied
- 2 if the **Insured Person** fails to check in at the coach terminal, rail terminal, port or airport according to the official itinerary supplied and/or
- 3 if the **Insured Person** fails to obtain:
  - A written confirmation from the carriers (or their handling agents) of the number of hours delay and the reason for such delay
  - B a repairer's report in the event of a claim in respect of accident, damage to or breakdown of the private motor vehicle in which the **Insured Person** was travelling

- 4 where warning of such strike, riot, civil commotion, industrial action or adverse weather condition resulting in a claim had been given prior to booking the **Journey** or commencement of the **Period of Insurance** (whichever is the later)
- 5 for any additional expenses where the **Insured Person** has arrived back from a shore excursion late and misses the cruise sailing
- 6 for any additional expenses where the **Insured Person** has been offered alternative travel arrangements.

## Section 12 – Hospitalisation/Unprovoked Assault/Hijack and Kidnap Benefit

The **Company** shall pay the **Insured Person** £50 for each full period of 24 hours during the **Journey** that the **Insured Person**:

- 1 spends in hospital as an inpatient or is confined to their room on the orders of a **Medical Practitioner** as a result of physical medical incapacity (other than over exposure to the natural elements)

PROVIDED THAT:

- A the **Company** has accepted liability under Section 1 – Medical and Other Expenses – covers A or B for the costs of such hospitalisation or consultation with a **Medical Practitioner** or treatment received from a **Medical Practitioner** or would have accepted liability for such costs had they been incurred outside of the **United Kingdom** or the Channel Islands
  - B the **Insured Person** provides the **Company** within 30 days of returning from the **Journey** with a medical schedule confirming the period of hospitalisation or room confinement and the cause of such hospitalisation or confinement. In the event that the **Insured Person** is hospitalised as a direct result of malicious and unprovoked assault by any person or persons not known to them this benefit will be doubled provided that the **Insured Person** reports the matter to the police as soon as practicable and provides the **Company** within 30 days of returning from the **Journey** with a police report confirming the incident
- 2 is unlawfully detained against their will (whether hijacked, kidnapped or otherwise) by any person or persons not known to them provided that the **Insured Person** reports the matter to the police as soon as possible upon their release and provides the **Company** within 30 days of returning from the **Journey** with a police report confirming they were unlawfully detained and the dates of such detention

subject to a maximum overall benefit of £1,000.

## Section 13 – Catastrophe, Loss of Activity Days and Adverse Weather

The **Company** shall pay the **Insured Person** up to a maximum of £500 in total in respect:

### 1 - Catastrophe

£50 for each full period of 24 hours in respect of reasonable additional and otherwise irrecoverable accommodation expenses incurred by the **Insured Person** as a result of being forced to move from the accommodation booked in advance for the **Journey** following an emergency or a government, provincial government, municipal or local declaration of such emergency occurring during the **Journey**.

### 2 - Loss of Activity Days

The **Insured Person** being unable to during the **Period of Insurance** participate in pre-booked and pre-paid scuba dives, adventure sports or activities packages (if an additional premium has been paid) due to bodily injury or illness, or dive due to a normal pregnancy first occurring during the **Period of Insurance**. A proportionate refund of the pre-paid charges may be claimed up to the limit of £500.

### 3 - Adverse Weather

the **Insured Person** being unable to participate in pre-booked and pre-paid scuba dives, adventure sports or activities packages (if an additional premium has been paid) due to adverse weather conditions first occurring during the **Period of Insurance**, a proportionate refund of the pre-paid irrecoverable charges may be claimed up to a maximum of £500.

### **Section 13 - Conditions**

- 1** The **Insured Person** must produce a **Medical Practitioner's** certificate stating the exact nature of the injury or illness, and that the **Insured Person** is unfit to take part in the pre-booked and pre-paid activity
- 2** **You** should also obtain written confirmation from the package provider confirming any refunds that were issued to **You**, and the dates that **You** were unable to participate due to bodily injury or illness
- 3** **You** must produce written confirmation of the dates and the monetary amount that **You** paid for the pre-booked and pre-paid activity
- 4** **You** must obtain a cancellation invoice from the package provider confirming any refunds that were issued to **You** and the dates that **You** were unable to participate due to adverse weather conditions.

### **Section 13 - Exclusions**

This insurance does not cover any claims:

- 1** where a **Medical Practitioner's** certificate has not been provided to substantiate the nature of the injury or illness and date injury or illness first occurred
- 2** where the injury or illness that renders the **Insured Person** unable to dive or participate in adventure sports or activity package was in existence prior to the pre-booked and pre-paid package
- 3** that have not been verified in writing by the scuba dive, adventure sports or activities package provider.
- 4** where warning of such adverse weather conditions that prevent **You** from participating in a scuba dive, adventure sports or activities package were known at the time of booking the activity or purchasing the insurance, whichever is later, due to poor visibility during a scuba dive

## Section 14 – Legal Expenses

Important – DAS Legal Expenses Insurance Company Limited (**DAS**) is the underwriter and provides the legal protection insurance under this section of your policy. The legal advice service is provided by DAS Law Limited and/or a **preferred law firm** on behalf of **DAS**.

**DAS** agrees to provide the insurance described in this Section subject to the terms, conditions, exclusions and limitations set out in this Section, provided that:

- 1 **Reasonable Prospects** exist for the duration of the claim
- 2 the **Date of Occurrence** of the **Insured Incident** is during the **Operative Time of Cover**
- 3 any legal proceedings will be dealt with by a court, or other body which **DAS** agree to, within the **Geographical Limits**, and
- 4 the Insured Incident happens within the **Geographical Limits**.

What **DAS** will pay

**DAS** will pay an **Appointed Representative**, on behalf of the **Insured Person**, **Costs and Expenses** incurred following an **Insured Incident**, provided that:

- A the most **DAS** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £50,000
- B the most **DAS** will pay in **Costs and Expenses** is no more than the amount **DAS** would have paid to a **Preferred Law Firm**. The amount we will pay a law firm (where acting as an **Appointed Representative**) is currently £100 per hour. This amount may vary from time to time
- C in respect of an appeal or the defence of an appeal, the **Insured Person** must tell **DAS** within the time limits allowed that the **Insured Person** wants to appeal. Before **DAS** pay the **Costs and Expenses** for appeals, **DAS** must agree that **Reasonable Prospects** exist
- D for an enforcement of judgment to recover money and interest due to the **Insured Person** after a successful claim under this section, **DAS** must agree that **Reasonable Prospects** exist, and
- E where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most **DAS** will pay in **Costs and Expenses** is the value of the likely award.

What **DAS** will not pay

In the event of a claim, if the **Insured Person** decides not to use the services of a **Preferred Law Firm**, the **Insured Person** will be responsible for any costs that fall outside the **DAS Standard Terms of Appointment** and these will not be paid by **DAS**.

### **Additional Definitions applicable to this Section**

Also refer to General Definitions on page 17.

The following definitions apply to this Section and shall keep the same meaning wherever they appear in this Section. If there is a conflict between a definition in this Section and a definition elsewhere in this policy, the definition in this section will apply.

### **Appointed Representative**

The **Preferred Law Firm**, law firm or other suitably qualified person **DAS** will appoint to act on behalf of the **Insured Person**.

### **Costs and Expenses**

- A All reasonable and necessary costs chargeable by the **Appointed Representative** and agreed by **DAS** in accordance with the **DAS Standard Terms of Appointment**.

- B** The costs incurred by opponents in civil cases if the **Insured Person** has been ordered to pay them, or the **Insured Person** pays them with **DAS'** agreement.

#### **DAS Standard Terms of Appointment**

The terms and conditions (including the amount **DAS** will pay to an **Appointed Representative**) that apply to the relevant type of claim, which could include a conditional fee agreement (no win, no fee). Where a law firm is acting as an **Appointed Representative** the amount is currently £100 per hour. This amount may vary from time to time.

#### **DAS**

DAS Legal Expenses Insurance Company Limited.

#### **Date of Occurrence**

The date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the **Date of Occurrence** is the date of the first of these events. (This is the date the event happened, which may be before the date the **Insured Person** first became aware of it.)

#### **Insured Incident**

A specific or sudden accident that causes death or bodily injury to the **Insured Person**.

#### **Insured Person**

Each person stated on the travel insurance schedule as being insured, provided that such person is resident in the United Kingdom or the Channel Islands with a permanent address in the United Kingdom or Channel Islands and registered with a Medical Practitioner in the United Kingdom or Channel Islands.

#### **Preferred Law Firm**

A law firm or barristers' chambers **DAS** choose to provide legal services. These legal specialists are chosen as they have the proven expertise to deal with the **Insured Person's** claim and must comply with **DAS'** agreed service standard levels, which **DAS** audit regularly. They are appointed according to the **DAS Standard Terms of Appointment**.

#### **Reasonable Prospects**

For civil cases, the prospects that the **Insured Person** will recover losses or damages (or obtain any other legal remedy that **DAS** have agreed to, including an enforcement of judgment), make a successful defence or make a successful appeal or defence of an appeal, must be at least 51%.

**DAS**, or a **Preferred Law Firm** on **DAS** behalf, will assess whether there are **Reasonable Prospects**.

#### **Section 14 - Exclusions (also see General Exclusions)**

**DAS** will not pay for the following:

- 1** A claim where an **Insured Person** has failed to notify **DAS** of the **Insured Incident** within a reasonable time of it happening and where this failure adversely affects the **Reasonable Prospects** of a claim or **DAS** consider their position has been prejudiced.
- 2** An incident or matter arising before the start of this cover.
- 3** **Costs and Expenses** incurred before **DAS'** written acceptance of a claim.
- 4** any claim relating to any illness or bodily injury that happens gradually or is not caused by a specific or sudden accident.
- 5** any claim relating to psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury to an **Insured Person**.
- 6** defending an **Insured Person's** legal rights, but **DAS** will cover defending a counterclaim.
- 7** any claim relating to clinical negligence.



- 8 Fines, penalties, compensation or damages that a court or other authority orders an **Insured Person** to pay.
- 9 Any legal action an **Insured Person** takes that **DAS** or the **Appointed Representative** have not agreed to, or where an **Insured Person** does anything that hinders **DAS** or the **Appointed Representative**.
- 10 Any claim relating to written or verbal remarks that damage an **Insured Person's** reputation.
- 11 A dispute with **DAS** not otherwise dealt with under section condition 7.
- 12 **Costs and Expenses** arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.
- 13 A claim caused by, contributed to by or arising from:
  - A ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel
  - B the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it
  - C war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup, or any other act of terrorism or alleged act of terrorism as defined in the Terrorism Act 2000
  - D pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.
- 14 A claim directly or indirectly caused by or resulting from any device failing to recognise, interpret or process any date as its true calendar date.
- 15 Any **Costs and Expenses** that are incurred where the **Appointed Representative** handles the claim under a contingency fee arrangement.
- 16 A claim against DTW 1991 Underwriting Limited, Syndicate 1991 at Lloyd's, its group companies or its agents.
- 17 A claim against any insurance intermediary agent of DTW 1991 Underwriting Limited
- 18 A claim relating to Deep Vein Thrombosis or its symptoms that result from an **Insured Person** travelling by air
- 19 Any claim where the **Insured Person** is not represented by a law firm or barrister.

The **Legal Expenses Insurer** and/or their servants and agents shall not be liable for:

- 1 the failure or any consequence of the failure of the **Company** or their servants or agents to satisfy in all or in part their obligation under this policy
- 2 any errors or omissions or any consequence thereof in the advice, service or assistance given by the **Company** or their servants or agents in respect of the cover provided under any Section other than Legal Expenses
- 3 the failure or any consequence of the failure of the **Company** or their servants or agents to satisfy in all or in part their obligations under this policy.

### Conditions

1. a. On receiving a claim, if legal representation is necessary, **DAS** will appoint a **Preferred Law Firm** as the **Insured Person's Appointed Representative** to deal with the **Insured Person's** claim. They will try to settle an **Insured Person's** claim by negotiation without having to go to court.

- b. If the appointed **Preferred Law Firm** cannot negotiate settlement of the **Insured Person's** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then the **Insured Person** may choose a law firm to act as the **Appointed Representative**.
  - c. If the **Insured Person** chooses a law firm as their **Appointed Representative** who is not a **Preferred Law Firm**, **DAS** will give the **Insured Person's** choice of law firm the opportunity to act on the same terms as a **Preferred Law Firm**. However if they refuse to act on this basis, the most **DAS** will pay is the amount **DAS** would have paid if they had agreed to the **DAS Standard Terms of Appointment**. The amount **DAS** will pay a law firm (where acting as the appointed representative) is currently £100 per hour. This amount may vary from time to time.
  - d. The **Appointed Representative** must co-operate with **DAS** at all times and must keep **DAS** up to date with the progress of the claim.
2. a. An **Insured Person** must co-operate fully with **DAS** and the **Appointed Representative**.
    - b. An **Insured Person** must give the **Appointed Representative** any instructions that **DAS** ask an **Insured Person** to.
  3. a. An **Insured Person** must tell **DAS** if anyone offers to settle a claim. An **Insured Person** must not negotiate or agree to a settlement without **DAS'** written consent.
    - b. If an **Insured Person** does not accept a reasonable offer to settle a claim, **DAS** may refuse to pay further legal **Costs and Expenses**.
    - c. **DAS** may decide to pay an **Insured Person** the reasonable value of the **Insured Person's** claim, instead of starting or continuing legal action. In these circumstances an **Insured Person** must allow **DAS** to take over and pursue or settle any claim on behalf of an **Insured Person**. An **Insured Person** must also allow **DAS** to pursue at **DAS** own expense and for **DAS** own benefit, any claim for compensation against any other person and an **Insured Person** must give **DAS** all the information and help **DAS** need to do so.
  4. a. An **Insured Person** must instruct the **Appointed Representative** to have legal costs taxed, assessed or audited if **DAS** ask for this.
    - b. An **Insured Person** must take every step to recover **Costs and Expenses** and court attendance and jury service expenses that **DAS** have to pay and must pay **DAS** any amounts that are recovered.
  5. If the **Appointed Representative** refuses to continue acting for an **Insured Person** with good reason, or if an **Insured Person** dismisses the **Appointed Representative** without good reason, the cover **DAS** provide will end immediately, unless **DAS** agree to appoint another **Appointed Representative**.
  6. If an **Insured Person** settles or withdraws a claim without **DAS'** agreement, or does not give suitable instructions to the **Appointed Representative**, **DAS** can withdraw cover and will be entitled to reclaim from an **Insured Person** any **Costs and Expenses** **DAS** has paid.
  7. If there is a disagreement between **you** and **DAS** about the handling of a claim and it is not resolved through **DAS'** internal complaints procedure **you** can contact the Financial Ombudsman Service for help. This is a free arbitration service for eligible consumers, small businesses, charities and trust. (Details available from [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)). If **your** dispute is not covered by the Financial Ombudsman Service there is a separate arbitration service available. The arbitrator will be a barrister, solicitor or other suitably qualified person chosen jointly by **you** and **DAS**. If there is a disagreement over the choice of arbitrator, **DAS** will ask the Chartered Institute of Arbitrators to decide. The arbitrator will decide who will pay the cost of arbitration. For example, costs may be split between **you** and **DAS** or may be paid by either you or **DAS**.

8. **DAS** may require an **Insured Person** to get, at the **Insured Person's** expense, an opinion from an expert that **DAS** considers appropriate on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by **DAS** and the cost agreed in writing between the **Insured Person** and **DAS**. Subject to this, **DAS** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that the **Insured Person** will recover damages (or obtain any other legal remedy that **DAS** have agreed to) or make a successful defence.
9. An **Insured Person** must:
  - a. keep to the terms and conditions of this section
  - b. take reasonable steps to avoid and prevent claims
  - c. take reasonable steps to avoid incurring unnecessary costs
  - d. send everything **DAS** asks for, in writing, and
  - e. report to **DAS** full and factual details of any claim as soon as possible and give **DAS** any information **DAS** need.
10. **DAS** will, at **DAS'** discretion, void this section (make it invalid) from its start date or from the date of claim, or alleged claim, or **DAS** will not pay the claim if:
  - a. a claim an **Insured Person** has made to obtain benefit under this section is fraudulent or intentionally exaggerated, or
  - b. a false declaration or statement is made in support of a claim.
11. Apart from **DAS**, an **Insured Person** is the only person who may enforce all or any part of this section and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to this section in relation to any third-party rights or interest.
12. If any claim covered under this section is also covered by another policy, or would have been covered if this section did not exist, **DAS** will only pay **DAS'** share of the claim even if the other insurer refuses the claim.
13. This section is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where the **Insured Person** normally lives. Otherwise, the law of England and Wales applies.

All Acts of Parliament mentioned in this section include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.

### **Eurolaw Legal Advice**

**DAS** will give an **Insured Person** confidential legal advice over the phone on any personal legal problem relating to **Your Journey**, under the laws of the member countries of the European Union, Isle of Man, the Channel Islands, Switzerland and Norway.

An **Insured Person** can contact **DAS'** UK-based call centres 24 hours a day, seven days a week. However, **DAS** may need to call the **Insured Person** back depending on the enquiry. Advice about the law in England and Wales is available 24 hours a day, seven days a week. Legal advice for the other countries is available 9am – 5pm, Monday to Friday, excluding public and bank holidays.

If an **Insured Person** calls outside these times, **DAS** will call the **Insured Person** back.

To help check and improve service standards, **DAS** may record all inbound and outbound calls.

To contact the above service, phone **DAS** on +44 (0) 117 934 2111.

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

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

## Activities Covered

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

In respect of each **Insured Person** the following activities are covered if undertaken on an incidental basis as part of their leisure holiday during the **Journey**:

Angling, aerial safaris with licensed operator, archery (properly supervised), badminton, baseball, basketball, beach games, bowls, clay pigeon shooting (under supervision), conservation and charity work (educational and environmental - working with hand tools only), cricket, croquet, curling, cycling (excluding BMX stunt riding), deep sea fishing (with licenced operator), fencing, fell running, fell walking, fishing, football (amateur), go karting, golf, gymnastics (non-competitive), high diving (from a purpose built diving board over a man-made pool), high ropes (through a licensed operator), hiking (established, documented, paths/tracks/mapped routes), hockey, hot air ballooning (with a licenced operator), horse riding (protective headgear to be worn, excluding jumping trials, hunting, jumping and competitive riding), ice skating, jet boating (as a passenger), jet skiing, mountain biking (protective headgear to be worn and excluding competitions and extreme downhill mountain biking), netball, pedalo, polo, pony trekking (protective headgear to be worn), river canoeing, kayaking and rafting (in calm water not sea or white water above grade 3), rambling, roller blading, rounders, rowing, rugby, safaris (provided that the **Insured Person** will not be using a firearm), sail boarding, sailing and yachting (inshore/coastal waters – within 12 miles of coastlines), skating, skin diving, snorkelling, soccer, squash, stand up paddle boarding, surfing, swimming, table tennis, ten pin bowling, tennis, trekking (established, documented, paths/tracks/ mapped routes with a professional local guide) tug-of-war, underground activities (as part of an organised excursion or tour or as entry for cave dive performed by a qualified diver), via ferrata, volleyball, war games, water polo, water skiing (excluding jumping), weightlifting and wind surfing.

**There is an increased excess of £250 for trekking holidays in Nepal.**

If you have opted for the Optional Winter Sports Extension (Premium Annual Cover), cover under this will also include:

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

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

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

## Optional Winter Sports Extension

The following Sections 15, 16, 17 and 18 only apply if winter sports extension is shown in **Your** travel insurance schedule as being included.

Helpful Hints for **Your** Winter Sports Journey

1. Whilst skiing is fun there are rules and regulations that apply and **You** can be prosecuted for behaving in a reckless or dangerous manner. **You** should read and understand the 10 International Ski Federation (FIS) rules for the Conduct of Skiers and Snowboarders.
2. If **You** are not skiing with an instructor or guide **You** should check that the area **You** wish to ski in is suitable for a skier of **Your** level – obtain advice from the local ski school.
3. When leaving skis in racks try to liaise with a friend to ensure that skis are not left in pairs – ‘mix and match them’ as thieves prefer only to take pairs.

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

## Section 15 – Ski Equipment

The **Company** shall pay up to £750 in total (after taking into account a deduction for wear and tear and depreciation) in respect of accidental permanent loss of or damage to **Ski Equipment** being the property or responsibility of the **Insured Person** occurring during the **Journey**

PROVIDED THAT:

- 1 the **Company** shall not be liable for more than:
  - A £300 in total in respect of **Ski Equipment** hired by or to the **Insured Person**
  - B £500 in total in respect of any one article, pair or set irrespective of single or joint ownership
- 2 the **Company** shall have the option of repair, replacement, reinstatement or cash payment.

### Excess

This insurance does not cover the first £50 per **Insured Person** (£100 per **Family**) in respect of each separate incident giving rise to a claim hereunder.

### Section 15 - Exclusions (also see General Exclusions)

This insurance does not cover:

- 1 Loss or damage caused by or arising from:
  - A delay, confiscation or detention by Customs or other officials or authorities
  - B fraud or deception.
- 2 Loss of or damage to **Ski Equipment** whilst in use.
- 3 Loss or damage due to wear and tear, gradual deterioration, atmospheric or climatic conditions, insects, parasites, vermin, mechanical or electrical breakdown, scratching, denting or any process of cleaning, drying, alteration or repair.
- 4 Shortages due to error, omission or depreciation in value.
- 5 theft or attempted theft of **Ski Equipment** from any **Unattended Vehicle**:
  - i. between the hours of 8pm and 9am local time
  - ii. at any other time unless such vehicle has been secured from unauthorised entry and the **Ski Equipment** is:
    - a. hidden from view within the vehicle or
    - b. secured within a purpose-built lockable container fastened to the exterior of the vehicle and there is evidence that such theft involved violent and forcible means
- C theft or loss of **Ski Equipment** not reported to the local police or resort management within 24 hours and a written report obtained from them.

## Section 16 – Ski Equipment Hire Charges

The **Company** shall pay up to £400 in total in respect of the reasonable and necessary charges for the emergency hire of **Ski Equipment** if the **Insured Person** is deprived of the **Ski Equipment** taken on the **Journey** for 12 hours or more from the time of arrival at the booked destination on the outward leg of the **Journey** due to delay or misdirection by the carrier (e.g. airline)

PROVIDED THAT:

- 1 the non-arrival of the **Insured Person's Ski Equipment** is reported as soon as practicable to the carrier and a written report (or in the case of an airline a Property Irregularity Report) obtained from them
- 2 the **Insured Person** submits to the **Company** the receipts for all hire charges together with the carrier's written report (or Property Irregularity Report) and written confirmation from the carrier of the number of hours delay.

## Section 17 – Piste Closure

This Section is only valid for **Journeys** during peak season of the ski resort **You** are visiting.

The **Company** shall pay up to £300 in total if it is not possible for the **Insured Person** to ski in the pre-booked resort in which they had intended to ski due to the total closure of all on piste skiing facilities. **We** will pay compensation at a rate of £50 per day up to a maximum of £300.

The **Insured Person** must provide the **Company** with written confirmation from the tour operator's representative (or if unavailable – the ski lift operators) of the dates of closure.

## Section 18 – Unused Ski Pack

The **Company** shall pay up to £500 in total in respect of the proportional return of the irrecoverable pre-booked cost of the lift pass, ski-school or **Ski Equipment** hire as a direct result of the **Insured Person** sustaining accidental bodily injury or suffering the onset of illness during the **Journey** which prevents them from using skiing facilities whilst certified medically unfit to do so.

PROVIDED THAT

The **Company** has accepted liability under Section 1 – Medical and Other Expenses for the medical, hospital or treatment costs or expenses incurred in respect of such injury or illness or would have accepted liability for such costs or expenses had they been incurred outside of the **United Kingdom** or the Channel Islands.

## Optional Cover Extensions

Sections 19 to 22 only apply if shown on **Your** travel insurance schedule as included and the appropriate additional premium has been paid.

## Section 19 – Adventure Sports And Dive Professional Development Cover

This section only applies if shown on **Your** policy schedule as being included.

In respect of each **Insured Person** the following activities are covered if undertaken on an incidental basis as part of their leisure holiday during the **Journey**.

Abseiling, banana boating, bungee jumping with a licensed operator, camel riding, canopy walking or tree-top walking (with licenced organisation), coasteering (with licenced organisation), elephant riding/trekking (supervised), hang gliding (tandem with licensed organisation), marathon running, paragliding (tandem with licensed organisation), parasailing (towed by boat), parachuting (static line or tandem with licensed organisation), quad biking (protective headgear to be worn and booked with licensed operator), sand surfing, sailing outside of inland and coastal waters (excluding cross-ocean), triathlons, wild swimming and swim trekking, zip line (with licenced organisation),

Claims arising from the above activities are specifically excluded under Section 8 – Personal Liability.

Coverage under this section will also extend to claims arising from the curtailment of pre-booked recreational developmental diving courses up to Dive Instructor level, subject to the terms and conditions set out in SECTION 3 – Cancellation and Curtailment.

## Section 20 - Increased Baggage Item Limit

This section only applies if shown on **Your** policy schedule as being included.

The limit in respect of any Single Article, Pair or Set of Articles including **Valuables** under Section 5 – Personal Baggage and Dive Equipment is increased to £600

## Section 21 - Excess Waiver

This section only applies if shown on **Your** policy schedule as being included.

The policy **Excess** for each and every claim will be waived. All other policy exclusions and conditions remain unaltered.

## Section 22 - Independent Itinerary Failure & Travel Disruption Cover

This section only applies if shown on **Your** policy schedule as being included.

Cover is extended under “Section 3 – Cancellation or Curtailment” and “Section 11 – Missed Departure” to cover the failure of **Your** independent itinerary booked before **Your** travel commenced due to:

1. cancellation of/or changes in pre-booked scheduled transport and private transport and/or
2. cancellation of/or changes to pre-booked accommodation and/or
3. cancellation of/or changes in pre-booked activities covered by this policy
4. civil unrest including riots, organised protests, arson and looting.
5. volcanic eruptions, ash clouds, earthquakes, landslides or flood

### Section 22 - Exclusions (also see General Exclusions)

This insurance does not cover:

- 1 more than £3,000 or £5,000 (as stated on the schedule) for the otherwise irrecoverable loss of deposits, instalments and balances paid or contracted to be paid (whichever is less)
- 2 claims that are recoverable from a common carrier or private transport provider, hotel or other accommodation provider, activity or adventure sports provider
- 3 claims where **You** have accepted an alternative or other means of compensation or claims for the difference between the value of alternative or other means of compensation **You** have accepted
- 4 claims not supported by receipts and/or evidence of payment and rejection by the common carrier or private transport provider, hotel or other accommodation provider, activity or adventure sports provider

- 5** claims covered by a Tour Operator's statutory obligation to provide **You** with compensation
- 6** claims covered by a carrier's statutory obligation to provide **You** with compensation
- 7** claims covered by ABTA, ATOL or other similar financial guarantee system.



## How to Make a Claim

If there are any circumstances that may give rise to a claim under this policy the **Insured Person** (or their legal or personal representatives) must in respect of any claim:

- 1 other than a claim under Section 14 – Legal Expenses, contact the **Claims Handler** and / or complete an online claim form as soon as practicable but in any event within 30 days of such circumstances arising (or within 30 days of returning from the **Journey** if such circumstances arise during the **Journey**).

Please contact the **Administrator** for guidance on how to complete a claim form either by email [claims@divemasterinsurance.com](mailto:claims@divemasterinsurance.com) or call 01702 476902

Alternatively Log into your Dive Master account online and select “Current Policies” then click on the claim button next to the applicable policy.

You can also contact the **Claims Handler** directly via the following Contact details:

**Insurance Administration Services Limited**  
**P.O. Box 9, Mansfield, Notts. NG19 7BL**

**Telephone: 01623 683 585**  
**Email: [claims@ias-health.co.uk](mailto:claims@ias-health.co.uk)**

giving brief details of the circumstances and requesting a claim form.

When contacting the **Claims Handler** please quote scheme reference DM Holiday Travel and the policy number stated in the travel insurance schedule.

For Section 14 – Legal Expenses – please contact DAS Legal Expenses Insurance Company Limited on + 44(0)117 934 0553, stating the nature of **Your** claim and reference TV1/6855409-DTW1991.

**DAS** will ask **You** about **Your** legal dispute and if necessary call **You** back at an agreed time to give **You** legal advice. If **Your** dispute needs to be dealt with as a claim under this section, **DAS** will give **You** a claim reference number. At this point **DAS** will not be able to tell **You** whether **You** are covered but will pass the information **You** have given to the **DAS** claims handling team and explain what to do next.

If **You** prefer to report **Your** claim in writing, **You** can send it to:

The Claims Department, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH or **You** may email **Your** claim to [newclaims@das.co.uk](mailto:newclaims@das.co.uk).

Please do not ask for help from a lawyer or anyone else before **DAS** has agreed. If **You** do, **DAS** will not pay the costs involved even if **DAS** accept the claim.

- 2 complete and return the claim form together with all original receipts, reports and evidence requested on the claim form.

All claims must be substantiated by original receipts, valuations, medical, police or other report(s) as applicable.

Please note that in certain circumstances more immediate action is required to ensure that **Your** claim is not prejudiced i.e.

- 3 **Cancellation Claims** – notification of cancellation of the **Journey** MUST be given:

**A** verbally or in writing to the **Claims Handler**

**B** in writing to the tour operator or travel agent or in respect of **Journeys** not arranged via a tour operator or travel agent to the accommodation and transport providers

IMMEDIATELY the circumstances giving rise to the claim occur

- 4 **Curtailment Claims** – notification of Curtailment of the **Journey** MUST be given to the **Assistance Company** PRIOR TO departing to return home

- 5 Delayed Baggage (and/or **Ski Equipment** Hire Charges if applicable) Claims – the non-arrival of the **Insured Person's** baggage (and/or **Ski Equipment** if applicable) MUST be reported IMMEDIATELY to the carrier and a written report (or in the case of an airline a Property Irregularity Report) obtained from them
- 6 Medical Expenses Claims – the **Assistance Company** MUST BE NOTIFIED PRIOR TO:
- A the **Insured Person** being admitted as an inpatient at any hospital, clinic or nursing home. If this is not possible because of the seriousness of the condition then **You** must contact the **Assistance Company** as soon as possible after being admitted
  - B any repatriation arrangements being made
  - C burial, cremation or transportation of the **Insured Person's** body
  - D any hospital transfer being arranged or return home costs incurred under Section 2 sub-section 1 or sub-section 2.

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

When contacting the **Assistance Company** please advise them that **You** are insured under scheme reference DM Holiday Travel and quote the policy Id stated in the policy schedule

- 7 Missed Departure Claims – the **Insured Person** MUST check in at the coach terminal, rail terminal, port or airport according to the official itinerary supplied and obtain:
- A written confirmation from the carriers (or their handling agents) of the number of hours delay and the reason for such delay
  - B a repairer's report in the event of a claim in respect of accident, damage to or breakdown of the private motor vehicle in which the **Insured Person** was travelling
- 8 **Money** and/or **Valuables** Claims – all losses of **Money** and/or **Valuables** MUST be reported to the police within 24 hours of discovery or as soon as practicable and a written report obtained from them. Loss of travellers cheques and debit or credit cards MUST be reported to the appropriate issuing authority within 24 hours of discovery
- 9 Passport Claims – loss of passport MUST be notified IMMEDIATELY on discovery to the nearest British Consulate (or if not holding a British passport to the **Insured Person's** nearest Embassy) and a written report of the loss obtained from them
- 10 Personal Baggage (and/or **Ski Equipment** if applicable) Claims – loss or damage occurring in transit MUST be reported IMMEDIATELY on discovery to the carrier (e.g. airline) and a written report (or in the case of an airline a Property Irregularity Report) obtained from them
- All other losses MUST be reported to the local police within 24 hours of discovery or as soon as practicable and a written report obtained from them
- 11 Personal Liability Claims –
- DO NOT admit liability or offer or promise any payment or indemnity
- DO
- A forward to the **Claims Handler** IMMEDIATELY upon receipt every letter, claim, writ, summons or process
  - B notify the **Claims Handler** in writing IMMEDIATELY You have knowledge of any impending prosecution, inquest, fatal accident or official inquiry in connection with any accident that may result in a claim
- 12 Piste Closure Claims – **You** MUST provide the **Company** within 30 days of returning from the **Journey** with written confirmation from the tour operator's representative (or if unavailable – the ski lift operators) of the dates of closure and reason for closure of such on piste skiing facilities

- 13** Hospitalisation/Unprovoked Assault/Hijack and Kidnap Benefit Claims – **You** MUST provide the **Company** within 30 days of returning from the **Journey** with the appropriate medical certificate/ police report/written evidence
- 14** Travel Delay Claims – the **Insured Person** MUST obtain written confirmation from the carriers (or their handling agents) of the number of hours delay in departure of the coach, train, sea vessel or aircraft in which the **Insured Person** was booked to travel and the reason for such delay.

PLEASE REFER to the appropriate section for full details. You must also:

- Give all information and assistance that the **Insurers** may require
- Comply with all reasonable deadlines set by the **Insurers**
- Comply with all deadlines set by any court or legally empowered authority for the disclosure of information, production of proof, evidence and/or documentation and provision of assistance.

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

#### **Fraudulent Claims**

If **You**, or anyone acting on **Your** behalf, make a fraudulent claim under this insurance, **We**:

- 1** will not be liable to pay the claim and
- 2** may recover from **You** any sums paid by **Us** to **You** in respect of the claim and
- 3** may by notice to **You** treat the policy as having been terminated with effect from the time of the fraudulent act.

If **We** exercise **Our** rights under 3 above;

- 1** **We** shall not be liable to **You** for any event which occurs after the time of the fraudulent act
- 2** **We** need not return any premium paid.



**DTW1991**  
**Lloyd's Underwriters**

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[DTW1991.com](http://DTW1991.com)

Coverys Managing Agency Limited  
Registered in England 04690709  
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Regulated by the Financial Conduct Authority  
and the Prudential Regulation Authority