

# **TALL SHIPS VOLUNTEER CREW**

## **ANNUAL TRAVEL INSURANCE**

### **Guidance Notes for Assured/Insured Person(s)**

Travel insurance arranged for GH Insurance Services Limited by Acumus Insurance Solutions Limited with UK Underwriting Limited on behalf of AXA Insurance UK plc.

AXA Insurance UK plc. Registered Office: 5 Old Broad Street, London EC2N 1AD, Registered in England No. 78950.

GH Insurance Services Limited, Acumus Insurance Solutions Limited, UK Underwriting Limited and AXA Insurance UK plc are authorised and regulated by the Financial Services Authority. This can be checked on the FSA's register by visiting the FSA's website at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting them on 0845 606 1234. Acumus Insurance Solutions Limited and UK Underwriting Limited are both part of the Primary Group of companies.

This Certificate contains important conditions, exclusions and limitations relating to the attachment and duration of cover in respect of each and every Period of Travel to be insured hereunder. Particular reference should be made to the Conditions, Exclusions and Limitations of Liability within this certificate.

**For the purpose of this Insurance a Period of travel shall commence at the time an Insured Person leaves his place of residence in order to take up his place as a Volunteer Crew member of the Stavros Niarchos or the Prince William and/or other vessels in connection with activities of the Tall Ships Ltd and/or associated and/or affiliated companies and shall continue during the Cruise (Including whilst ashore during the course of the cruise) and shall end at the time that he returns to his place of residence but will exclude ancillary pleasure trips outside of the cruising period, unless otherwise advised to and agreed by Underwriters and appropriate additional premium paid**

For each Period of Travel the geographical limits are worldwide and the time limit for cover is **35 days** (see General Provisions and Conditions Paragraph 2.)

### **Pre-Existing Medical Conditions**

1. Have **you** or anyone travelling with **you** been referred to a hospital or specialist consultant for a health condition that has:
  - a. Been diagnosed within the last twelve months; or
  - b. Been in existence in the last twelve months; or
  - c. Resulted in treatment being given in the last 12 months?
  
2. Have **you** or anyone travelling with **you** ever received treatment for:
  - a. A heart related or circulatory condition (such as a heart condition, hypertension, blood vessel disease or a stroke); and/or
  - b. A breathing condition (other than well-controlled asthma when suffered in isolation); and/or
  - c. A cancerous condition?

If **you** have answered 'Yes' to either of the above questions, **you** must call GH Insurance Services to find out if cover can be granted. 01892 779 539 opening hours 9a.m. – 5p.m. Monday to Friday

Please note that the insurance helpline cannot offer cover in the following circumstances: if **you**, anyone travelling with **you** or any person upon whose health the **trip** depends;

- i. are travelling against the advice of a medical practitioner; or
- ii. are travelling for the purpose of obtaining medical treatment; or
- iii. are on a hospital waiting list, or awaiting results of medical tests or investigations; or
- iv. are suffering from anxiety, stress or depression; or
- v. have received a terminal prognosis by a registered doctor prior to taking out this **policy**; or
- vi. will be more than 26 weeks pregnant at the time **you** return from the **trip**.

Should **we** require any additional premium and **you** accept **our** offer, this should be paid to GH Insurance Services either by credit card or cheque within 14 days. Should **you** decide not to pay the additional premium, any claims arising directly or indirectly from the declared health condition and related conditions will not be covered. Any additional health conditions not declared to **us** will not be covered.

## How To Make A Claim

**For all Sections** If **you** need to make a claim, please obtain a claim form no later than 31 days after the event by:

- Telephoning Travellers Protection Services Ltd on 0870 420 3803, quoting reference UKU and then the policy number from **your** schedule; or
- Writing to Travellers Protection Services Ltd, 1 Prince of Wales Road, Norwich, NR1 1AW quoting reference UKU and then the policy number from **your** schedule.

When returning the claim form, please include all relevant documentation. Please send originals – not photocopies (keep copies for **your** records). For all claims **you** will need to send **your** original - insurance **policy** together with **your** booking reference number, e-ticket, holiday invoice or cancellation invoice.

UK Underwriting Ltd are an insurers agent and in the matters of a claim act on behalf of the insurers.

## Financial Services Compensation Scheme

AXA Insurance UK plc are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 100% of the first £2,000 and 90% of the remainder of the claim. You can get more information about compensation scheme arrangements from the FSCS.

## Complaints

It is the intention to give **you** the best possible service but if **you** do have any questions or concerns about this Insurance or the handling of a claim **you** should in the first instance contact the Complaints Officer. The contact details are:

Complaint's Officer. Travellers Protection Services Limited, 1 Prince of Wales Road, Norwich. NR1 1AW  
Tel: 0870 7744176 Fax: 0870 774 4045 Email: [complaints@tpsLtd.com](mailto:complaints@tpsLtd.com)

Please ensure **your policy** number is quoted in all correspondence to assist a quick and efficient response.

In the event **you** remain dissatisfied and wish to make a complaint, **you** can do so by contacting the following:

The Claims Manager. UK Underwriting Ltd, 2 Gibraltar House, Bowcliffe Road. Leeds. LS10 1HB

If it is not possible to reach an agreement, **you** may have the right to make an appeal to the Financial Ombudsman Service. **You** may contact the Financial Ombudsman Service at:

Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, Docklands. London. E14 9SR  
Tel; 0845 080 1800

This does not affect **your** statutory rights

**WHILE YOU ARE AWAY  
24-HOUR EMERGENCY SERVICE**

**If you are travelling anywhere in the world,  
EXCEPT USA, Canada, the Caribbean or Mexico you must contact  
Global Response**

Global Response will provide immediate help if you are ill or injured. If you go into hospital abroad and you are likely to be in hospital for more than 24 hours, someone must contact Global Response for you immediately. If they do not, this could mean we will provide no cover or reduce the amount we pay for medical expenses. If you receive medical treatment abroad and costs are likely to exceed £500, or the equivalent in local currency, you must notify Global Response. They provide a 24-hour emergency service 365 days a year and you can contact them on:

Emergency Number **+44(0) 870 420 3812**

Quote reference: GHI7

When you contact Global Response, you will need to quote the reference above and give the following information: Your name, your address, your phone number abroad and your certificate number quoted on your schedule.

**If you are travelling to the USA, Canada, the Caribbean or Mexico, you must contact  
Global Excel Management**

Global Excel Management Incorporated will provide immediate help if you are ill or injured. Global Excel should be contacted before proceeding with any medical treatment when travelling within the USA, Canada, the Caribbean or Mexico. If you do not notify Global Excel, this could mean we will provide you no cover or we will reduce the amount we pay for medical expenses. Global Excel will direct you to the nearest medical provider and may guarantee costs on your behalf. They provide a 24-hour emergency service 365 days a year and you can contact them on:

From the USA or Canada  
Global Excel Management Incorporated  
Toll Free **1-800-709-3422**

Global Excel Management Incorporated  
Phone **+1-819-566-1513**

From the Caribbean or Mexico

Quote Reference: GHI7

When you contact Global Excel Management, you will need to quote the reference above and give the following information:

Your name, your address, your phone number abroad and your certificate number quoted on your schedule.

**RETURNING EARLY TO THE UNITED KINGDOM OR CHANNEL ISLANDS**

If you have to return to the United Kingdom or Channel Islands and you intend to make a claim under Section 1 or Section 2, you must first obtain agreement from the Assistance Services. If you do not, this could mean that we will not provide cover or we may reduce the amount we pay for your return to the United Kingdom or Channel Islands. If you receive medical treatment abroad as an outpatient, you should pay the hospital or clinic and claim back your medical expenses from Travellers Protection Services when you return to the United Kingdom or Channel Islands.

## Section 1 Trip Cancellation and Disruption

### a) **Cancellation, Curtailment and 'Get-you-there' Expenses**

**To pay the following expenses incurred by the Insured Person as the result of any of the occurrences specified in paragraphs (i) to (v) below:**

- Up to £3,000 in all in respect of irrecoverable loss of unused travel and accommodation expenses (including yacht charter, race, rally or event booking fees, ski passes, ski lessons, ski hire and clothing hire) paid in advance or for which there is a contractual liability consequent upon the cancellation or curtailment of the pre-arranged Period of Travel or, if the Period of Travel is not cancelled,
- Up to £1,000 in all in respect of reasonable additional travel and accommodation expenses incurred in fulfilling the pre-booked travel and accommodation commitments, including the use of equivalent local accommodation if rendered necessary by an occurrence covered under paragraph (v) and (vi).

Specified occurrences:

- (i) The Insured Person sustaining accidental bodily injury or becoming ill.
- (ii) The death, injury or illness of the Insured Person's relative, fiancé(e) or business colleague or of any person with whom the Insured Person had arranged to travel, reside or conduct business or the relative, fiancé(e) or business colleague of such person.
- (iii) The Insured Person or any person with whom he had arranged to travel, reside or conduct business being
  - (a) quarantined or called for witness or jury service.
  - (b) made redundant, provided that such redundancy qualifies for payment under the United Kingdom's Redundancy Payments Acts.
  - (c) called for emergency duty as a member of the armed forces, the defence or civil administration, the police force, or the fire, rescue, public utility or medical services.
  - (d) required to be present at his home or place of business in the United Kingdom following burglary or major damage caused by storm, flood or fire.
- (iv) The cancellation or delayed departure for 24 hours or more of an aircraft, sea vessel or other publicly licensed form of passenger transport in which the Insured Person had previously booked to travel, resulting from any of the following contingencies: strike, industrial action, fire, flood, earthquake, landslide, avalanche, volcanic eruption, adverse weather conditions and accident or mechanical breakdown provided always that such contingency had not occurred, commenced or been announced before the booking was made in respect of the flight voyage or journey thus affected.
- (v) Major damage and the resultant repairs rendering uninhabitable or unusable the accommodation in which the Insured Person had previously booked to reside during the Period of Travel.
- (vi) In the event of theft or total loss or compulsory quarantine of the owned vessel or vessel in which the Insured Person is sailing where total loss is the actual or constructive total loss of the vessel or where the repair is likely to exceed six weeks.

### b) **Missed Departure and Transport Diversion**

**To pay up to £500 in all** in respect of reasonable additional travel and accommodation expenses incurred by the Insured Person in fulfilling his pre-booked travel and accommodation commitments:-

- (i) **if at the commencement of the Period of Travel** he misses his pre-booked international travel connection from the United Kingdom through disruption of his journey to the United Kingdom departure point occurring as the direct result of:-
  - (a) a fellow passenger or a crew member of the conveyance in which he is travelling sustaining bodily injury or becoming ill after such journey has commenced, or
  - (b) any of the contingencies specified in Subsection (a)(iv), provided always that such contingency had not occurred, commenced or been announced before the international travel booking was made if the United Kingdom journey is by scheduled public transport services, or before the United Kingdom journey commenced if such journey is by non-scheduled transport.

- (ii) **if at any time during the Period of Travel** an aircraft, sea vessel or other publicly licensed passenger conveyance in which he is travelling has to be diverted from its pre-arranged destination as the result of:-
    - (a) a fellow passenger or a crew member sustaining bodily injury or becoming ill, or
    - (b) any of the contingencies specified in Subsection (a)(iv), provided always that such contingency has not occurred, commenced or been announced before the booking was made in respect of the flight, voyage or journey thus affected.
- c) **Travel Delay Inconvenience Benefit**  
**To pay as follows if the Insured Person is delayed** because of the late departure of an aircraft, sea vessel or other publicly licensed form of passenger transport in which he had previously booked to travel as a result of any of the contingencies specified in Subsection (a)(iv), provided always that such contingency had not occurred, commenced or been announced before the booking was made in respect of the flight, voyage or journey thus affected.
- (i) **Outward journey at commencement of the Period of Travel** £20 for the first completed 12 hour period that transport is delayed and £10 for each subsequent completed 12 hour period, up to a maximum of £100 in all.
  - (ii) **All subsequent journeys during the Period of Travel** Payment as in paragraph (i) above.
- d) **Alteration of Itinerary**  
 Reasonable additional travel and accommodation expenses necessarily incurred by the Insured Person in the alteration of the arrangements of the Period of Travel consequent upon his being the victim of hijack, kidnap or the like terrorist or criminal act, or upon the cancellation of publicly licensed passenger transport services caused by any of the contingencies specified in Subsection (a)(iv), provided that these occur or commence during the Period of Travel.

## Section 2 Medical, Repatriation and Other Expenses

**To pay up to £5,000,000 in all in respect of:**

- a) **Medical and Repatriation Expenses**  
**The following expenses necessarily incurred as the result of the Insured Person sustaining accidental bodily injury or becoming ill during the Period of Travel:**
- (i) The Insured Person's medical, hospital and treatment expenses (including his additional travel and accommodation expenses) necessarily incurred outside the United Kingdom and the Insured Person's additional repatriation expenses; including compulsory quarantine, and emergency dental treatment for the immediate relief of pain.
  - (ii) Expenses incurred for the charter of an air ambulance or for the special use of air transport (including accompanying medical attendants) if agreed by prior consultation between the Insured Person's attending physicians and the Underwriters' appointed advisors as being necessary for the transportation or repatriation of the Insured Person.
  - (iii) Reasonable travel and accommodation expenses of a relative or friend (not necessarily an Insured Person) who is required to travel to, remain with or escort the Insured Person if he becomes severely incapacitated.
- b) **Hospital Inconvenience Benefit**  
**£25 for each completed 24 hour period** that the Insured Person spends as a hospital in-patient outside the United Kingdom as the result of his sustaining accidental bodily injury or becoming ill during the Period of Travel, up to a maximum of £1,500 in all, payable in addition to indemnity under Subsection (a)(i).
- c) **Emergency Return to the United Kingdom**  
**Additional repatriation expenses** necessarily incurred by the Insured Person consequent upon any of the following occurrences during the Period of Travel:
- (i) The death or serious illness or injury of the Insured Person's relative, fiancé(e) or business colleague necessitating the Insured Person's presence in the United Kingdom.
  - (ii) Burglary or major damage at the Insured Person's home or place of business in the United Kingdom.
  - (iii) The death or serious illness or injury of an accompanying Insured Person, or the repatriation of such person as provided for in paragraphs (i) and (ii).

**d) Funeral Expenses**

**The cost of transporting** the remains or ashes of the Insured Person to his former place of residence in the United Kingdom if he dies during the Period of Travel, and/or the cost of burial or cremation if this takes place in the country abroad where the death occurred.

**Section 3 Personal Accident**

To pay according to the following Schedule of Benefits if at any time during the Period of Travel the Insured Person sustains bodily injury which is caused by an accident occurring at an identifiable time and location during the Period of Travel and which solely and independently of any other cause except illness directly resulting from, or medical or surgical treatment rendered necessary by such bodily injury results in his death or disablement as specified within twenty-four calendar months from the date of such accident.

- |   |         |
|---|---------|
| 1. Death .....  | £20,000 |
| 2. Loss of one limb or one eye .....                            | £20,000 |
| 3. Loss of two limbs or both eyes or one limb and one eye ..... | £20,000 |
| 4. Permanent Total Disablement .....                            | £20,000 |

The Death benefit is limited to £2,500 for Insured Persons under 16 years of age at the date of the accident.

**Exposure Clause**

The effects of exposure resulting from a mishap during the Period of Travel to a conveyance in which the Insured Person is travelling shall be deemed to constitute bodily injury, and the date of such mishap shall be deemed to be the date of the accident causing such injury.

**Disappearance Clause**

If the Insured Person disappears during the Period of Travel and if, after a reasonable period of time has elapsed and all available evidence examined, there is reason to presume that the death of the Insured Person has occurred in accordance with the terms, provisions and conditions of this Section of the Insurance, the Sum Insured for Item 1 shall become payable hereunder. If at any time after such payment the Insured Person shall be found to be living, the sum thus paid shall be refunded to the Underwriters.

**Section 4 Baggage and Personal Effects**

**To indemnify the Insured Person up to £1,500 in all in respect of loss of or damage to baggage, personal effects** and winter sports equipment which are his property or responsibility occurring during the Period of Travel excluding hired clothing and hired equipment of any kind.

Claims settlements for articles lost or destroyed will be based on the cost price of comparable new articles, less an appropriate allowance for age and condition. The limit for any single item or pair or set of items is £350 (other than skis over 5 years old where the limit is £50).

**Ski Hire**

**To indemnify the Insured Person up to £100 in all in respect of the cost of hiring ski equipment** for his own use during the Period of Travel if, as the result of an occurrence during the Period of Travel his own ski equipment is lost or damaged beyond use and a claim for such loss or damage is admitted under the main provisions of this section.

**Delayed Baggage**

**To pay up to £100 in all in respect of the cost of immediate necessities purchased or hired by the Insured Person** if on arrival at his outward destination he is deprived of his travel baggage for more than 12 hours because of temporary loss or mis-direction by the Carriers (provided always that any amounts thus paid, other than hire

charges, shall be deducted from the total of any claim becoming payable under this Section if the said baggage proves to be permanently lost).

### **General Average and Salvage**

**To indemnify the Insured Person up to £500 in all in respect of any General Average and Salvage Charges** levied by Carriers under Maritime Law and/or Contract of Carriage and paid by the Insured Person to secure the release of his accompanied baggage if, whilst he is engaged on a journey by sea during the Period of Travel, a situation of peril arises and the Carriers incur expenses and liability in the interests of the common safety of their passengers and cargo as a whole.

## **Section 5 Money, Travel Documents and Credit Cards**

**To indemnify the Insured Person up to £750 in all in respect of:**

**a) Money and Travel Documents**

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

**b) Fraudulent Use of Lost Credit Card**

Loss resulting from the fraudulent use of any credit card, charge card or bankers' card held by the Insured Person, following loss of such card during the Period of Travel.

Cover in respect of the money and travel documents specified in paragraph (a) shall commence at the time of their collection or receipt by the Insured Person or 72 hours prior to planned commencement of the Period of Travel, whichever is the later. Cover in respect of money and travellers' cheques remaining after termination of the Period of Travel shall continue whilst in the custody of the Insured Person for up to 72 hours following such termination.

### **Business Documents and Records**

To indemnify the Insured Person up to £100 in all in respect of the cost of replacing or restoring business documents and records the property or responsibility of the Assured or the Insured Person, following loss or damage during the Period of Travel.

## **Section 6 Legal Expenses and Personal Liability**

**a) Legal Expenses**

**To pay up to £25,000 in all in respect of legal expenses** incurred by or on behalf of the Insured Person in the pursuit of claims for damages against third parties who have caused bodily injury to or illness or death of the Insured Person through incidents occurring during the Period of Travel. The Underwriters shall only be liable for expenses incurred with their prior written consent, which will not be unreasonably withheld, but they reserve the right to withdraw from the proceedings at any stage and to limit their liability to the expenses incurred during the period up to but not beyond the date of such withdrawal.

**b) Personal Liability**

**To indemnify the Insured Person in respect of his legal liability** for bodily injury to third parties and/or for damage to their property arising from an accident occurring during the Period of Travel up to but not exceeding £2,000,000 in respect of any one accident or series of accidents and in all inclusive of associated legal expenses incurred with the Underwriters' prior written consent.

**It is a condition of cover under this Subsection** that neither the Assured nor the Insured Person shall admit any liability nor offer agreement to settle any claim without the prior written consent of the Underwriters.

## **Section 7 Hijack and Kidnap Daily Benefit**

**To pay £50 for each complete day that the Insured Person is detained** as the result of hijack, kidnap or the like terrorist or criminal act occurring during the Period of Travel, **up to £1,000 in all.**

## General Provisions and Conditions

1. **Cover in respect of each Period of Travel** shall commence at the time that the Insured Person leaves his home or place of business whichever occurs the later for the purpose of being a Tall Ships volunteer crew member as defined under Guidance Notes for Assured/Insured Persons and to terminate at the time that he returns to his home or place of business whichever occurs the earlier, from door to door. The trip cancellation cover provided under Subsection 1(a) shall commence at the time that the insured travel and accommodation bookings are made or at the commencement date of the specified Period of Insurance whichever is the later. The United Kingdom shall mean England, Scotland, Wales and Northern Ireland.
2. **No Period of Travel shall be deemed to exceed the duration as specified in the schedule attached.** If a Period of Travel is not completed within this time limit due to circumstances beyond the Insured Person's control, cover hereunder will continue without additional premium for up to a maximum of 30 days.
3. **Provided that the Underwriters' specific prior agreement has been obtained** to renewal or extension of this Insurance at its expiry date cover shall continue until its termination in accordance with Conditions 1 and 2 above. If the Underwriters' prior agreement to such renewal or extension has not been thus obtained, cover hereunder shall continue for up to a maximum of 14 days only.
4. **Subject always to the terms, provisions, conditions and exclusions hereof,** cover under this Certificate shall attach in respect of all Periods of Travel commencing during the specified Period of Insurance.
5. **Any travel and accommodation booking made** during the specified Period of Insurance but relating to a Period of Travel planned to commence after its expiry date shall be included for cover under the trip cancellation provisions of Subsection 1(a) of this Certificate during the period up to but not beyond the said expiry date. (The continuation of cover thereafter will be subject to the Underwriters' prior agreement to renewal or extension of this Certificate).
6. **Each Insured Person** and each Period of Travel shall be deemed a separate insurance.
7. **For female Insured Persons** the words he, him and his appearing in this Certificate shall be deemed to be replaced by she and her.
8. **The parties are free to choose the law applicable** to this Insurance Contract. Unless specifically agreed to the contrary this Insurance shall be subject to English Law.
9. **The Assured may cancel** this insurance with 14 days of receipt of the Certificate of Insurance provided that no claims have been incurred.
10. **Data protection Act 1998:** It is understood by the insured that any information provided to the Underwriter regarding the Insured will be processed by the Underwriters, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling of claims, if any, which may necessitate providing such information to third parties.
11. **Contracts (Rights of Third parties) Act 1999 Clarification Clause:** A person who is not a party to this contract has no right under the Contracts (Rights of Third parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

## Other Conditions and Limitations

### **Section 1 Trip Cancellation and Disruption**

The Underwriters shall only be liable:-

1. under the cancellation and curtailment provisions of Subsection 1(a) to the extent of the contractual liability.
2. for claims arising from delayed departure under Subsection 1(a)(iv) and 1(c) if the Insured Person has obtained written confirmation from the Carriers of their Agents stating the actual date and time of departure and the reason for the delay. For the purposes of claims payment under these Subsections the period of delay shall be taken as commencing at the departure time of the conveyance as specified in the booking confirmation supplied to the Insured Person.
3. Under Subsection 1(b)(i) if in the selection of the route, means of travel and time of departure the Insured Person has done all things reasonable and practicable to minimise the possibility of late arrival at the United Kingdom departure point.

4. for claims under Subsection 1(b)(i) attributable to mechanical breakdown of non-scheduled transport if the Insured Person has obtained a garage or motoring organisation report confirming the date, cause and time of such breakdown.

### **Section 3 Personal Accident**

1. In no case shall the Underwriters' liability in respect of the Insured Person exceed in all the largest Sum Insured applicable to him under any one of the items comprising the Schedule of Benefits.
2. No claim shall be payable under more than one Item in the Schedule of Benefits in respect of the consequences of the same accident.
3. The Underwriters shall only be liable:-
  - (i) under Item 1 of the Schedule of Benefits if death occurs within twenty-four calendar months of the date of the accident.
  - (ii) under item 2 and 3 of the Schedule of Benefits if the Loss of limb(s) and/or eye(s) occurs within twenty-four calendar months of the date of the accident.
  - (iii) under Item 4 of the Schedule of Benefits if the period of Total Disablement giving rise to the claim for this Item commences within twenty-four calendar months or more.
4. In the event that an accident covered hereunder should result in the death of the Insured Person within twenty-four calendar months of the date of such accident and prior to the definite settlement of a claim for disablement as provided for under Items 2, 3 and 4 of the Schedule of Benefits, there shall be paid instead of such claim for disablement the Sum Insured payable for Item 1 Death.
5. In the event of a claim the Underwriters' appointed medical advisor(s) shall be allowed to examine the Insured Person as often as they may deem necessary.
6. For the purpose of this Insurance:
  - (i) Loss of a limb shall mean loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle and shall mean total and irrecoverable loss of use of hand, arm or leg.
  - (ii) Loss of an eye shall mean total and irrecoverable loss of sight of the eye.
  - (iii) Permanent Total Disablement shall mean disablement of the Insured Person which prevents him from engaging in any part of his usual occupation for a period of twelve consecutive calendar months and at the end of that time being without prospect of improvement.

### **Section 4 Baggage & Personal Effects and Section 5 Money, Travel Documents & Credit Cards**

The Insured Person shall at all times exercise reasonable care in the supervision of the Insured Property.

### **Section 5 Money, Travel Documents & Credit Cards**

The Underwriters shall only be liable in respect of the fraudulent use of credit card, charge card or bankers' card if the Insured Person and/or the Assured has (have) complied with the terms and conditions under which the card was issued, including those relating to the safe-keeping and use of the card and the reporting to the Issuing Company or Bank of any misplacement or loss.

## **Exclusions**

### **All Sections**

1. Except where the Underwriters' specific prior agreement has been obtained cover shall not attach under this Insurance in respect of any trip that is:-
  - (a) expected at the date of its booking or commencement to exceed the duration as specified in the schedule or to involve hazardous or non-conventional holiday or business activities.
  - (b) booked or undertaken by an Insured Person aged under 18 years at its commencement date unless, for the entire duration of such trip, he is to be accompanied by another person who is insured hereunder and is aged over 18 years at the said date.
2. This Insurance excludes any trip that is booked or commenced contrary to medical advice or after receipt of a terminal prognosis or wholly or partly for the purpose of obtaining medical treatment or convalescent care.
3. The Underwriters shall not be liable:-
  - (a) if the Insured Person has reached his 71st birthday at the commencement date of the specified Period of Insurance.
  - (b) for death, disablement, expense, loss, damage or indemnity resulting from or attributable to:-

- (i) winter sports in excess of 17 days in total during the Period of Insurance; motor cycling (other than the use of mopeds or motor scooters hired during the Period of Travel); diving (other than with a qualified instructor or the insured person holds a British Sub Aqua Club or equivalent certificate and that their rules and guidelines are followed at all times); the insured person diving below 30 metres; solo diving, cave diving, or diving for hire or reward; mountaineering or rock climbing normally requiring the use of ropes or guides; riding or driving in any kind of race (other than officially organised yacht races); competition in major events on snow or ice; competition water skiing; freestyle skiing; repetitive travel in ski-run helicopters; ski jumping; ice hockey; the use of bob sleighs and skeletons; any form of operational duties as a member of the armed forces (except for the cover specifically provided under Subsection 1(a)(iii) paragraph (c)); professional entertaining; or aerial activities other than air travel as a passenger.
  - (ii) any gradually progressing sickness or bodily condition that could reasonably be attributed to the Insured person's Diving activities.
  - (iii) the Insured Person's suicide or attempted suicide or intentional self injury or deliberate exposure to exceptional danger (except in an attempt to save human life).
  - (iv) the Insured Person's own criminal act.
  - (v) Human Immunodeficiency Virus (HIV) and/or Acquired Immune Deficiency Syndrome (AIDS) and/or any HIV or AIDS related illness.
4. The Underwriters shall not be liable for any claim directly or indirectly consequent upon or contributed by:-
- i. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
  - ii. radioactive toxic explosion or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

5. War Exclusion Clause : JHA War, Terrorism and Mass Destruction Exclusion

Notwithstanding any provision to the contrary within this Insurance, or any endorsement thereto, it is agreed that this Insurance excludes any loss or expense of whatsoever nature directly or indirectly arising out of, contributed to, caused by, resulting from, or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss or expense;

1. War, hostilities or warlike operations (whether war be declared or not),
2. Invasion,
3. Act of an enemy foreign to the nationality of the insured person or the country in, or over, which the act occurs,
4. Civil war,
5. Riot,
6. Rebellion,
7. Insurrection,
8. Revolution,
9. Overthrow of the legally constituted government,
10. Civil commotion assuming the proportions of, or amounting to, an uprising,
11. Military or usurped power,
12. Explosions of war weapons,
13. Utilisation of Nuclear, Chemical or Biological weapons of mass destruction howsoever these may be distributed or combined,
14. Murder or Assault subsequently proved beyond reasonable doubt to have been the act of agents of a state foreign to the nationality of the insured person whether war be declared with that state or not,
15. Terrorist activity.

For the purpose of this exclusion;

- i) Terrorist activity means an act, or acts, of any person, or group(s) of persons, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public, in fear. Terrorist activity can include, but not be limited to, the actual use of force or violence and/or the threat of such use. Furthermore, the perpetrators of terrorist activity can either be acting alone, or on behalf of, or in connection with any organisation(s) or governments(s).
- ii) Utilisation of Nuclear weapons of mass destruction means the use of any explosive nuclear weapon or device or the emission, discharge, dispersal, release or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement or death amongst people or animals.

- iii) Utilisation of Chemical weapons of mass destruction means the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical compound which, when suitably distributed, is capable of causing incapacitating disablement or death amongst people or animals.
- iv) Utilisation of Biological weapons of mass destruction means the emission, discharge, dispersal, release or escape of any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesised toxins) which are capable of causing incapacitating disablement or death amongst people or animals.

Also excluded hereon is any loss or expense of whatsoever nature directly or indirectly arising out of, contributed to, caused by, resulting from, or in connection with any action taken in controlling, preventing, or suppressing any, or all, of (1) to (15) above.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

### **Section 1 Trip Cancellation and Disruption**

The Underwriters shall not be liable under Subsection 1(a)(iv), 1(b) and 1(c) for claims arising out of any contingency that had occurred, commenced or been announced before this Insurance was effected.

### **Section 2 Medical, Repatriation and Other Expenses**

The Underwriters shall not be liable for:-

1. the first £50 of each and every claim.
2. the cost of any medication, consultation or treatment the need for which could reasonably have been foreseen by the Insured Person at the time that the Period of Travel commenced, nor for any travel, accommodation or other expense incurred in connection therewith.
3. any expense incurred after the Insured Person has returned to the United Kingdom or incurred after a period of twelve calendar months has elapsed following the date on which the insured bodily injury, illness or contingency first occurred or commenced during the Period of Travel, whichever shall occur the sooner.

### **Section 1 Trip Cancellation & Disruption and Section 2 Medical, Repatriation & Other Expenses**

The Underwriters shall not be liable:-

1. for any claim arising out of pregnancy or any condition connected with pregnancy within two months of the estimated date of delivery.
2. under Subsection 1(a) and 2(c) for claims attributable to any medical condition or set of circumstances known to the Insured Person at the time that the Insurance was effected or at the time that the Period of Travel was booked, whichever is the later, where such condition or circumstances could reasonably have been expected to give rise to cancellation or curtailment of the Period of Travel.

### **Section 4 and 5 Joint Excess**

Except in respect of the Delayed Baggage and General Average and Salvage provisions of Section 4 the Underwriters shall not be liable for the first £50 of the total of losses arising out of one occurrence.

### **Section 4 Baggage and Personal Effects**

The Underwriters shall not be liable for:-

1. loss of or damage to hired clothing and hired equipment of any kind
2. damage due to wear and tear or gradual deterioration
3. loss of or damage to household effects.
4. electrical or mechanical breakdown or derangement.
5. loss of or damage to Scuba Diving equipment sustained whilst diving nor the loss of or damage to Scuba Diving equipment hired by the Insured Person.
6. loss or damage to 'valuables' contained in baggage whilst such baggage is in the custody of Carriers and outside the control of the Insured Person. For the purposes of this exclusion 'valuable' shall mean: jewellery, furs, gold and silver articles, watches, binoculars, telescopes, photographic equipment, audio equipment and video equipment.
7. loss of cash, currency, bank notes, travellers' cheques, passports, driving licences, green card, petrol coupons, tickets, ski passes, securities and documents.
8. confiscation or detention by Customs or other Authority.

9. General Average or Salvage Charges which are covered or would, but for the existence of this Insurance, be covered by any other Insurer or Indemnifying Organisation, except in respect of any excess beyond the amount payable by such other Insurer or Organisation.

### **Section 5 Money, Travel Documents and Credit Cards**

The Underwriters shall not be liable for:-

1. any loss not reported to the Police within 48 hours of discovery.
2. money lost in exchange, or through errors or omissions in transactions or purchases.
3. loss of money contained in baggage whilst such baggage is in the custody of Carriers and outside the control of the Insured Person.
4. confiscation or detention by Customs or other Authority.

### **Subsection 6(b) Personal Liability**

The following exclusions shall apply:

1. Liability for bodily injury to the Insured Person's employees or to any member of his family or household.
2. Liability for damage to property owned by, or in the care, custody or control of, the Insured Person or any member of his family or household, except for damage to the structure or contents of any building or permanently or seasonally sited cabin, caravan or tent temporarily hired or let to the Insured Person for the sole purpose of his personal occupancy during the Period of Travel.
3. Liability arising out of the ownership, possession, custody or use of any aircraft, mechanically propelled or horse drawn vehicle (other than golf buggies), caravan, vehicular trailer, waterborne craft (other than sailboards, surfboards, canoes, rowing dinghies), firearm, animal (other than horses hired for hacking only), land, building or permanently or seasonally sited property of any kind.
4. Employer's liability.
5. Contractual liability.
6. Liability arising out of or incidental to the practice of a profession or occupation or to the supply of goods or services.
7. Liability that is covered under any other insurance, except for any excess beyond the amount which would have been covered under such other insurance had this Insurance not been in force.

*If when booking or commencing a Period of Travel you are in any doubt about the relevance of these exclusions, clarification should be sought from the Underwriters.*