



CREWMAN'S TRAVEL INSURANCE

**Crewman's Travel
Policy Wording**



LLOYD'S

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Customer Satisfaction

Thank you for choosing **Us** for **Your** insurance. This document sets out what is and what is not covered. Certain words shown in **bold** have specific meanings and these are explained in the [General Definitions](#) section.

Words or phrases that are underlined and in blue font are hyperlinks which, if your software permits, will take you to the relevant part of this document or to an external website. Please note that **We** are not responsible for the content of any external websites.

Please check that the cover explained in this document and the **Certificate Schedule** meets **Your** needs and that **You** understand it. If **You** have any questions about this insurance or if any changes are required, please contact Topsail Insurance Limited who arranged this insurance.

If **You** have any disability that makes communication difficult, please contact Topsail Insurance Limited who arranged this insurance and they will be happy to help.

Important notice

This is not private medical insurance. If **You** need any medical treatment whilst abroad, **You** must contact the 24-hour emergency service. Full details are shown in "[What to do in a serious medical or other emergency](#)" section.

Not contacting them, or not following their instructions, could affect **Your** claim.

Getting medical treatment abroad

If you are a **United Kingdom** citizen, the **United Kingdom** has reciprocal healthcare agreements with some countries, which enables travellers to receive free or low cost emergency care, and public hospitals should be used where practical. In most countries around the world, medical treatment is carried out in private hospitals or clinics.

European Health Insurance Card (EHIC)

An EHIC is free and entitles **United Kingdom** nationals to free or discounted medical care in many European Countries. **You** can apply online at www.ukehic.com or by telephone on 0844 567 8196. **You** should always leave a photocopy with a friend or relative.

Essentially, the EHIC entitles **You** to the same state-provided healthcare that is generally offered to residents of the country **You** are visiting. This doesn't mean **You** will be entitled to the same standard of medical care offered by the NHS in the **United Kingdom** and private treatment is not covered. It is recommended that, where available, **You** obtain an EHIC card or equivalent.

The EHIC is no substitute for travel insurance as **You** will not necessarily be covered for all medical costs or for any emergency flights **Home**.

Health advice for travellers to Australia

Medicare is the Australian reciprocal health care agreement that allows citizens of the **United Kingdom** access to limited subsidised health services for immediately necessary treatment while visiting Australia.

For more information about Medicare and receiving medical treatment whilst in Australia visit the Medicare website. www.medicareaustralia.gov.au/public/register/index.jsp

The Contract of Insurance

This document, the **Certificate Schedule** and any endorsements form a legally-binding contract of insurance between the **Insured Person** and **Us**. The contract does not give, or intend to give, rights to anyone else. No-one else has the right to enforce any part of this contract. **We** may cancel or change any part of the contract without getting anyone else's permission.

The insurance provided by this document covers liability, loss, damage, death or disability that happens during any **Period of Insurance** for which the **Insured Person** has paid, or agreed to pay, the premium. This insurance is provided under the terms and conditions contained in this document or in any endorsement applying to it.

This Policy Document and **Your Certificate Schedule** are issued to **You** by Topsail Insurance Limited in capacity as agent of the Insurers (**MS Amlin Underwriting Limited**) under the contract reference (UMR) shown in **Your Certificate Schedule**. In exchange of **Your** paying the premium amount referenced in **Your Certificate Schedule**, **You** are insured in accordance with the Terms & Conditions contained in these documents (and any amendments made to them) for the duration of **Your** policy. Please read this whole document carefully and keep it in a safe space.

A handwritten signature in black ink, appearing to be "M. Amlin", is written over a horizontal line. The signature is fluid and cursive.

Authorised signatory of Topsail Insurance Limited

This insurance is underwritten by Lloyd's Syndicate 2001 which is managed by MS Amlin Underwriting Limited, registered in England no. 02323018. Registered office: The Leadenhall Building, 122 Leadenhall Street, London EC3V 4AG.

MS Amlin Underwriting Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services Register number: 204918).

Cover Options

The Cover Options purchased by **You** will be shown in **Your Certificate Schedule** and will be one of the following levels of cover:

Crewman's Bronze

Crewman's Silver

Crewman's Gold

Travel period

You are covered in respect of each **Trip** only whilst employed in **Your** occupation as a boat or ships crew or whilst **You** are employed to undertake waterborne activities. If **Your** employment ceases during the **Period of Insurance**, cover will cease seven days from the date of termination of employment or when **You** return to **Your** home or normal place of residence whichever occurs first

Winter Sports – Section 8

See [Section 8](#) for details of the cover provided. Covers **Winter Sports** activities where **You** have purchased an Annual Multi-Trip or have paid the additional premium for a Single Trip.

Business Cover Single Trip

See [Section 9](#) for details of the cover provided. Covers non **Manual-Labour** business activities where **You** have purchased an Annual Multi-Trip or have paid the additional premium for a Single Trip.

Geographical Areas

Worldwide - Anywhere in the world.

How to make a claim

You must report any claim as soon as possible. **You** must also contact **Our** claims handlers as soon as **You** find out about any condition or circumstances which may cause an insured **Trip** to be cancelled or cut short.

Not contacting **Our** claims handlers, or not following their instructions, could affect **Your** claim. **Our** claims handlers must agree, beforehand, any emergency travel expenses involving air travel.

What to do in a serious medical or other emergency

Contact the emergency 24-hour service:

Tel: [+44 \(0\)203 564 7900](tel:+44(0)2035647900)

Email: internationalhealthcare@healix.com

You must do this as soon as possible in the case of a serious medical emergency abroad if **You** need to stay in hospital, have hospital treatment or change travel arrangements.

When calling **Our** claims handlers for help, please provide the following information.

- **Your** name and the address **You** are staying at.
- The phone number that **You**, or the person making the call, are calling from.
- The name and phone number of the doctor and hospital treating **You**.
- The policy number (shown on the **Certificate Schedule**) and **Your** name.
- The nature of the emergency.

What to do in the event of a non-emergency claim

Contact **our** claims handlers:

Roger Rich & Company, Marston House, Cromwell Park, Chipping Norton, Oxon, OX7 5SR

Tel: +44 (0) 1608 641351

Fax: +44 (0) 1608 641176

E-mail: enquiries@rogerrich.co.uk

Schedule of Benefits

	CREWMAN'S (level of cover)	GOLD	SILVER	BRONZE
	Excess All Sections	£/€ 100	£/€ 100	£/€ 100
	Deferment Period Section 4	14 days	14 days	14 days
	Territorial Limits	Worldwide	Worldwide	Worldwide
1	Cancellation & Disruption	£/€ 1,000	Excluded	Excluded
	Rejoining the boat	£/€ 2,000	Excluded	Excluded
	Crew replacement	£/€ 2,000	Excluded	Excluded
2	Medical, Repatriation and other Expenses	£/€ 500,000	£/€ 200,000	£/€ 100,000
	Hospital Inconvenience (£/€ 25/day)	£/€ 2,000	£/€ 500	Excluded
	Funeral Expenses	£/€ 2,000	£/€ 500	Excluded
	Emergency Dental Care	£/€ 1,000	£/€ 1,000	£/€ 1,000
	Continuous Medical Care	£/€ 10,000	£/€ 10,000	£/€ 10,000
3	Personal Accident			
	1. Accidental Death			
	2. Loss of one limb or one eye	£/€ 100,000	£/€ 50,000	£/€ 20,000
	3. Loss of two limbs or both eyes or one limb and one eye			
	4. Permanent Total Disablement			
5	Baggage and Personal Effects	£/€ 3,000	£/€ 1,000	Excluded
	Any one item	£/€ 500	£/€ 250	
	Delayed Baggage	£/€ 100	£/€ 100	
6	Money Travel Documents and Credit Cards	£/€ 750	£/€ 250	Excluded
7	Legal Expenses	£/€ 25,000	£/€ 10,000	Excluded
	Personal Liability	£/€ 1,000,000	£/€ 500,000	£/€ 250,000
8	Hi-jack and kidnap (£/€ 50/day)	£/€ 1,000	£/€ 500	Excluded
9	Winter Sports	Included	Included	
	Maximum Duration	21 days	10 days	
	Equipment Hire (£/€ 25/day)	£/€ 250	£/€ 250	Excluded
	Ski Equipment	£/€ 500	£/€ 500	
	Lift pass	£/€ 200	£/€ 200	
	Piste Closure (£/€ 25/day)	£/€ 250	£/€ 250	
	Avalanche Cover	£/€ 250	£/€ 250	
10	Business Cover	Included	Included	
	Business Equipment	£/€ 1,000	£/€ 500	Excluded
	Business documents and records	£/€ 100	£/€ 50	
	Business Money	£/€ 500	£/€ 250	
	Replacement Staff	£/€ 2,000	Excluded	
TEMPORARY DISABLEMENT OPTION ONLY COVERED IF SHOWN ON YOUR CERTIFICATE SCHEDULE				
4) TEMPORARY DISABLEMENT		BENEFIT PERIOD 52 WEEKS DEFERMENT PERIOD 14 DAYS		
See Specifications of Insurance on your Certificate Schedule for applicable cover:		1) Injury only or 2) Injury and Illness		
	CREWMAN'S (level of cover)	GOLD	SILVER	BRONZE
		Maximum payable as per limit or 75% of gross average weekly wagheroll whichever the lesser		
	Temporary Total Disablement	£/€ 1,000	£/€ 500	£/€ 250
	Temporary Partial Disablement	£/€ 500	£/€ 250	£/€ 125

Section 1 – Cancellation and Disruption (Gold Cover Only)

1. Cancellation, curtailment and 'get-you-there' expenses

We will pay the following expenses incurred as a result of any of the 'Specified occurrences' below:

- 1.1 Up to the amount shown in the [Schedule of Benefits on page 6](#) for any unused travel and accommodation expenses which have been pre-paid and cannot be recovered, and any other pre-paid charges that are contracted to be paid if a pre-arranged **Trip** is cancelled or curtailed.
- 1.2 Up to the amount shown in the [Schedule of Benefits on page 6](#) for additional travel and accommodation expenses that are necessary to fulfil a pre-arranged **Trip**, including the use of alternative local accommodation of a similar standard to that already booked if this is necessary following an occurrence in specified occurrence e) below.
- 1.3 Up to £/€750 for additional travel and accommodation expenses that are deemed necessary, including the use of alternative local accommodation, following an occurrence in specified occurrence f) below.

Specified occurrences:

- a) **Your** death, or sustaining an **Injury** or serious illness.
- b) The death, **Injury** or serious illness of **Your Relative, Partner**, fiancé(e), business colleague or any person with whom **You** had arranged to travel, reside or conduct business with,
- c) **You** or any person with whom **You** had arranged to travel, reside or conduct business being:
 - (i) quarantined;
 - (ii) called for witness or jury service;
 - (iii) made redundant, provided that such redundancy qualifies for payment under **Your Country of Residences** Redundancy Payments Acts;
 - (iv) called for emergency duty as a member of the armed forces, government, police, fire, rescue or medical services or a public utility company; or
 - (v) required to be present at **Your Home** or place of business in **Your Country of Residence** following a burglary or major damage caused by storm, flood or fire.
- d) The cancellation or delayed departure, for 24-hours or more, of a **Publicly Licensed Transport** vehicle in which **You** had previously booked to travel resulting from any of the following events: strike, industrial action, fire, flood, earthquake, landslide, avalanche, volcanic eruption, adverse weather conditions or an accident or mechanical breakdown, provided that such event had not occurred, commenced or been announced before the booking was made in respect of the affected departure.
- e) Damage caused by a storm, flood or fire which results in the accommodation in which **You** had previously booked to reside during the **Trip** being uninhabitable, including any waterborne vessel or craft.
- f) Where the vessel that **You** are sailing in is stolen, incurs actual or constructive total loss, or requires repairs that are likely to exceed 7 days and render the vessel uninhabitable.

2. Missed departure and transport diversion

We will pay up to £/€500 for additional travel and accommodation expenses that are necessary to fulfil a pre-arranged **Trip**, including the use of alternative local accommodation of a similar standard to that already booked:

- 2.1 If **You** miss a pre-booked international departure from **Your Country of Residence** as a result of the disruption of **Your** journey to the departure point due to:
 - (i) a fellow passenger or crew member sustaining an **Injury** or becoming ill after such journey has commenced;
 - (ii) any of the events in 'Specified occurrences' paragraph d) above, provided that such event had not occurred, commenced or been announced before the booking was made if the journey to the departure point was by **Publicly Licensed Transport**, or occurred, commenced or been announced before **You** began **Your** journey to the departure point if such journey was not pre-booked; or
- 2.2 If, at any time during the **Trip**, a **Publicly Licensed Transport** vehicle in which **You** are travelling has to be diverted from its pre-arranged destination as the result of:
 - (i) a fellow passenger or crew member sustaining an **Injury** or becoming ill after such journey has commenced; or
 - (ii) any of the events in specified occurrence d) above, provided that such event has not occurred, commenced or been announced before the booking was made in respect of the affected journey.
- 2.3 If **You** miss a pre-booked return flight to **Your Country of Residence** due to the private sailing vessel or **Publicly Licensed Transport** vehicle **You** are travelling on being delayed or diverted due to adverse weather conditions making it unsafe to travel to the planned departure point.

3. Travel delay inconvenience benefit

If **You** are delayed because of the late departure of a pre-booked journey on a **Publicly Licensed Transport** vehicle as a result of any of the events in specified occurrence d) above, provided that such event had not occurred, commenced or been announced before the booking was made in respect of the affected journey, **We** will pay £/€20 for the first 12-hour period that such transport was delayed and £/€10 for each subsequent 12-hour period - up to a maximum of £/€100 in total.

This benefit also applies to all subsequent journeys during a **Trip**.

4. Alteration of itinerary

We will pay up to £/€1,000 for additional travel and accommodation expenses if **You** are the victim of a **Hijack**, kidnap, terrorist or criminal act, or if a pre-booked journey on a **Publicly Licensed Transport** vehicle is cancelled due to any of the events in specified occurrence d) above, provided that these events occurred or commenced during a **Trip**.

5. Re-joining the Boat.

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

- a) Up to £/€3,000 for reasonable costs incurred by **You** to re-join **Your** vessel or the vessel in which **You** were due to travel; or
- b) If following medical advice **You** cannot travel and the vessel requires emergency attention or necessary movement, we will pay up to £/€1,500 for reasonable costs incurred in providing a representative for **You** to attend to **Your** vessel or the vessel in which **You** were due to travel.

All costs must be approved by **Us** before being incurred and provided claims are commenced within 12 months of the date of the initial claim under Section 2 Emergency Medical, Repatriation and other Expenses.

What is not covered

We will not provide any cover for:

1. The **Excess** amount shown in the [Schedule of Benefits on page 6](#), except in respect of sub-section 3 - Travel delay inconvenience benefit.
2. Any claim under specified occurrence d) or sub-sections 2 and 3 above arising from any event that had occurred, commenced or been announced before the start date of the **Period of Insurance** or at the time of booking a **Trip** whichever the later.
3. Any claim for the cancellation or curtailment of a **Trip** due to any medical condition or set of circumstances known to **You** at the start date of the **Period of Insurance** or at the time that a **Trip** was booked, whichever is later, where such condition or circumstances could reasonably have been expected to give rise to cancellation or curtailment of the **Trip**.
4. Any claim resulting from **You** not wanting to travel.
5. Any claim for redundancy if **You** knew of the redundancy at the start date of the **Period of Insurance** or at the time of booking a **Trip**.
6. Any claim for unused travel or accommodation arranged using Air Miles or a similar promotion.
7. Any claim that arises from pregnancy or childbirth, unless a **Medical Practitioner** confirms that the claim is directly related to the **Complications of Pregnancy or Childbirth**.
8. Any claim arising from sea-sickness.

Conditions and limitations

We will only provide cover:

1. In accordance with the terms and conditions of this policy document.
2. For claims arising from delayed departure under specified occurrence d) or sub-section 3 above, if **You** have obtained written confirmation from the carriers or their agent stating the date and time of departure and the reason for the delay.
For the purpose of claim payments under these sub-sections, the period of delay will commence at the scheduled departure time of the transportation specified in the booking confirmation.
3. Under sub-section 2.1 (ii), if when selecting the route, means of travel and time of departure, **You** have taken all reasonable steps to minimise the possibility of a late arrival at the departure point in **Your Country of Residence**.

Section 2 – Emergency Medical, Repatriation and Other Expenses

We will pay up to the amount shown in the [Schedule of Benefits on page 6](#) in respect of:

1. Emergency medical and repatriation expenses

The following expenses incurred outside of **Your Country of Residence** as a result of **You** sustaining an **Injury** or becoming ill during a **Trip**:

- 1.1 Medical, hospital and treatment expenses (including additional travel and accommodation expenses).
- 1.2 Additional repatriation expenses; including compulsory quarantine.
- 1.3 Emergency dental treatment for the immediate relief of pain only.
- 1.4 The cost of an accompanying medical attendant if this is agreed by prior consultation between the attending physician(s) and **Us** or **Our** appointed advisors.
- 1.5 The travel and accommodation expenses of a **Relative** or friend (not necessarily a person insured under this insurance), of a similar standard to the travel and accommodation **You** had booked for **Your Trip**, who, on medical advice, is required to travel to, remain with or escort **You**.
- 1.6 Expenses incurred for the use of emergency air transport if agreed by **Our** appointed advisors and **Your** attending physicians.

2. Emergency return to **Your Country of Residence**

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

- 2.1 The death, serious illness or serious **Injury** of a **Relative**, fiancé(e) or a business colleague which requires a return to **Your Country of Residence**.
- 2.2 Burglary or major damage at **Your Home** or usual place of business in **Your Country of Residence**.
- 2.3 The death, **Injury** or serious illness of a person accompanying **You**, or the repatriation of such person as provided for in sub-sections 2.1 and 2.2.

We will also pay:

3. Hospital inconvenience benefit (Gold and Silver cover only)

We will pay the amount shown in the [Schedule of Benefits on page 6](#), up to the maximum amount, for each completed 24-hour period that **You** spend as a hospital in-patient outside **Your Country of Residence** as the result of **You** sustaining an **Injury** or becoming ill during the **Trip**.

4. Funeral expenses (Gold and Silver cover only)

We will pay up to the amount shown in the [Schedule of Benefits on page 6](#) for the cost of transporting **Your** ashes or remains to **Your Home** in **Your Country of Residence** if **You** die during a **Trip**, and/or the cost of burial or cremation if this takes place in the country abroad where the death occurred.

5. Emergency Dental Care

We will pay **You** up to the amount shown in the [Schedule of Benefits on page 6](#) for emergency dental care.

6. Continuous Medical Care

In the event of a valid claim under Section 2, **We** will pay the costs of hospital in-patient medical charges necessarily incurred within the three months immediately following the date of return to **Your** permanent **Country of Residence**, up to a maximum of £/€ 10,000

Conditions and limitations

1. It is a condition of this insurance that any medical treatment must be arranged and carried out at a public Hospital, unless the situation is life-threatening and there is no alternative facilities in the area; this must be retrospectively agreed by our claims handlers at the time of contacting them.

What is not covered

We will not provide any cover for:

1. The **Excess** amount shown in the [Schedule of Benefits on page 6](#).

2. The cost of any medication, consultation or treatment, or any associated expenses that **You** could have reasonably foreseen as necessary at the time that a **Trip** commenced.
3. Any claim relating to pregnancy, without an accompanying **Injury**, illness, disease or complication, unless a **Medical Practitioner** confirms that the claim is directly related to the **Complications of Pregnancy or Childbirth**.
4. Any expense incurred after **You** have returned to **Your Country of Residence**, or any expense incurred after a period of twelve calendar months following the date on which an **Injury**, illness or insured event which first occurred or commenced during a **Trip**, whichever is sooner.
5. Any national or citizen of the USA, or any person who is a permanent resident in the USA, for any **Trip** to or within the USA.
6. Any routine medical examinations (including routine eye, ear, vaccinations, the issue of medical certificates and attestations), or any dental treatment other than emergency dental treatment, or any cosmetic or elective surgery, spectacles, contact lenses or hearing aids.
7. Any in-patient service or treatment that is not a registered medical hospital.
8. Treatment by a family member.

Section 3 – Personal Accident

We will pay the amount shown in the [Schedule of Benefits on page 6](#) if **You** sustain an **Injury** during a **Trip** which results in death or disablement.

Important

It is important to understand that where travel is within **Your Country of Residence**, benefits under this section are reduced by 50%.

Exposure

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

Disappearance

If **You** disappear during a **Trip** and if, **Your** body is not found within 52 weeks of **Your** disappearance, and after all available evidence examined there is reason to believe that death has occurred in accordance with the terms, provisions and conditions of this section of **Your** insurance, the Accidental Death Benefit will become payable.

If **You** are found to be living at any time after **We** make such payment, the sum paid shall be refunded to **Us**.

Conditions and limitations

1. The most **We** pay in total for any number of claims under section 3 will not exceed the largest amount stated against any one item shown in section 3 of the [Schedule of Benefits on page 6](#).
2. **We** will only make payment under one item in section 3 of the [Schedule of Benefits on page 6](#) in respect of the same **Injury**.
3. In the event that an **Injury** results in **Your** death within thirteen weeks of the date of an **Injury** and prior to the settlement of a claim for disablement under items 2, 3 or 4 of the [Schedule of Benefits on page 6](#), the Accidental Death Benefit will be payable.
4. In the event of a claim, **Our** appointed medical advisor(s) must be allowed to conduct a medical examination as often as may be deemed necessary. This will be done at **Our** expense.
5. For the purpose of this section:
 - 5.1 Loss of limb means the permanent and complete loss, or loss of use of a limb or limbs at or above the ankle or wrist.
 - 5.2 Loss of an eye means the permanent and total loss of sight, without hope of improvement, if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale.

Section 4 – Temporary Disablement (Optional Cover)

NOTE: Section 4 only applies if you have paid the appropriate additional premium for EITHER **Injury Only** or **Combined Injury & Illness** and the relevant cover is noted on your Insurance **Certificate Schedule**.

Where cover is in place as per the above, **we** will pay the **Disability Income** benefit shown in the [Schedule of Benefits on page 6](#), if **You** suffer an **Injury** and or **Illness** during the **Trip** which results in **Your Temporary Partial or Temporary Total Disablement**

In respect of travel within the **Country of Residence**, the benefits under this section are reduced by 50%.

We will pay the **Disability Income** benefit shown in the schedule of benefits for a maximum of 52 consecutive weeks regardless of the number of injuries or illnesses, commencing 14 days after the date on which **You** first became disabled (deferment period).

Conditions and limitations

1. Should an **Illness** cause **Your** death within twelve months of the symptoms of that **Illness** appearing prior to the payment of any benefit claimed under Section 4 becoming payable then there shall be no benefit payable under this Section.
2. **You** must be actively at work at the inception of this insurance or date of **Your** inclusion on this **Certificate Schedule**, whichever is the later.
3. In the event of a claim **Our** appointed medical advisor(s) shall be allowed to examine **You** as often as may be deemed necessary.
4. The weekly benefit for **Disability Income** will be calculated using **Your Annual Salary** and dividing by fifty two (52), unless stated differently within the **Certificate Schedule**.
5. No **Disability Income** shall become payable until the total amount thereof has been ascertained and agreed. If interim payments have been made for **Disability Income** at **Our** discretion, the total of the amounts so paid shall be deducted from any lump sum becoming payable hereunder in respect of the consequences of the same accident.
6. Any claim for **Disability Income** benefit shall be deducted from any subsequent death, disablement or **Permanent Total Disablement** claim as a result of the same insured claim.

What is not covered

We will not pay any claim:

1. if **You** have taken a drug unless it was taken on proper medical advice or instruction from a **Medical Practitioner** and not for treatment of any addiction;
2. directly or indirectly caused or contributed to by:
 - a) alcohol abuse or addiction;
 - b) infection with the Human Immunodeficiency Virus (HIV) or Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC); or
 - c) any disability, condition or **Illness** for which **You** have received or required medical or psychiatric treatment or counselling in the twenty four (24) months prior to the effective date of **Your** inclusion hereunder, until a period of twenty four (24) months has elapsed during which time **You** have neither received nor required any medical or psychiatric treatment or counselling for the said disability, condition or Illness.

Section 5 – Baggage and Property (Gold and Silver only)

1. Baggage and Property

We will pay up to the amount shown in the [Schedule of Benefits on page 6](#) for the loss of or damage to **Your Property**.

2. Delayed Baggage

We will pay up to the amount shown in the [Schedule of Benefits on page 6](#) for the cost of immediate necessities if, on arrival at **Your** outward destination, **You** are deprived of **Your** travel baggage for more than 12 hours because of temporary loss or misdirection by the carrier.

Any amounts that **We** pay (other than hire charges), will be deducted from the final settlement of any claim that is payable under this section if the baggage becomes permanently lost.

What is not covered

We will not provide any cover for:

1. in respect of 5.1 only, the **Excess** amount shown in the [Schedule of Benefits on page 6](#)
2. Loss of or damage to hired clothing and hired equipment of any kind.
3. Damage due to wear and tear or gradual deterioration.
4. Loss of or damage to household goods.
5. Electrical or mechanical breakdown or derangement.
6. Loss or damage to **Valuables** contained in baggage whilst such baggage is in the custody of a carrier and outside of **Your** control.
7. The theft or attempt of theft of **Valuables** when unattended, other than when securely locked in a building or securely locked out of sight in a motor vehicle or boat.
8. Loss of cash, currency, bank notes, travellers cheques, passports, driving licences, green cards, petrol coupons, tickets, ski passes, securities and other documents.
9. Confiscation or detention by customs or any other authority.
10. **Property** covered by any other insurer or indemnifying organisation.
11. **Property** that is not accompanied by **You** on the **Trip**
12. Loss or damage to vehicles or waterborne craft, their accessories or spare parts.

Conditions and limitations

1. Reasonable steps must be taken to protect **Property** at all times.
2. Claim settlements for lost or destroyed items will be based on the cost price of comparable new items, less an allowance for age and condition.
3. The limit for any single item or pair or set of items is shown in the [Schedule of Benefits on page 6](#). This limit applies to both **Valuables** and **Property**.
Where possible, Baggage & **Property** that is in use whilst sailing must be secured or attached to either the vessel or an **Insured Person**. This includes items such as glasses, sunglasses, mobile phones and electronic devices.

Section 6 – Money, Travel Documents and Credit Cards (Gold and Silver cover only)

We will pay up to the amount shown in the [Schedule of Benefits on page 6](#) in respect of:

1. Money and travel documents

The loss of **Your Money**, travellers cheques, passport, driving licence, green card, petrol coupons, travel tickets and ski passes during a **Trip**, including additional expenses that are directly associated with such loss.

Cover in respect of **Money** and travel documents will begin at the time of **Your** collection or receipt or 72-hours before the planned commencement of a **Trip**, whichever is later.

While in **Your** custody, **We** will continue to provide cover for **Money** and travellers cheques for 72-hours after the conclusion of a **Trip**.

2. Fraudulent use of lost credit card

Financial loss resulting from the fraudulent use of any credit card, charge card or bankers' card held by **You** that is lost during a **Trip**.

What is not covered

We will not provide any cover for:

1. The **Excess** amount shown in the [Schedule of Benefits on page 6](#).
2. Any loss which is not reported to the police within 48 hours of discovery.
3. Financial loss due to exchange rates or through errors or omissions in transactions or purchases.
4. Loss of **Money** contained in baggage whilst such baggage is in the custody of a carrier and outside of **Your** control.
5. Confiscation or detention by customs or any other authority.

- Any loss in respect of the fraudulent use of a credit card, charge card or bankers' card if **You** have not complied with the terms and conditions under which the card was issued, including those relating to the safe-keeping and use of the card and reporting a loss to the issuing company or bank.

Section 7 – Legal Expenses and Personal Liability

1. Legal expenses (Gold and Silver Cover only)

We will pay up to the amount shown in the [Schedule of Benefits on page 6](#) for legal expenses incurred in the pursuit of a claim for damages against a third party who caused **Your** death, or **Injury** or serious illness during a **Trip**.

We will only pay for expenses incurred with **Our** prior consent and reserve the right to withdraw cover at any time if **We** feel there is no longer a reasonable chance of success. If cover is withdrawn, **Our** liability is limited to the expenses already incurred at the time of withdrawal. **We** will not pay for any expenses incurred beyond that date.

What is not covered

We will not provide any cover for:

- Legal expenses incurred without **Our** prior written approval.
- Claims against **Us** or anyone acting on **Our** behalf, a travel agent, tour operator or carrier.
- Expenses incurred beyond the date that cover is withdrawn if **We** withdraw cover because **We** feel there is no longer a reasonable chance of success.
- Legal action between **You** and any other person insured under this insurance.
- Legal action to obtain satisfaction of a judgement or a legally binding decision, or legal proceedings brought in more than one country.
- Legal expenses which are covered by any other insurance policy (beyond the proportional share of any costs **We** are liable to pay).

2. Personal liability (all Cover options)

We will pay up to the amount shown in the [Schedule of Benefits on page 7](#) for **Your** legal liability if **You** cause the death of a third party, **Injury** to a third party, and/or cause damage to their **Property**, following an incident during a **Trip**.

The amount applies to any one claim or series of claims arising out of one incident and includes all associated legal expenses. It is a condition of cover that **You** do not admit liability or agree to settle any claim without **Our** prior consent.

Conditions and Limitations - Personal Liability on board a waterborne craft

In respect of your legal liability to a third party for death and **Injury**, cover would only apply if **Your** Trip includes activities on board a yacht, motorboat, sailboard, surfboard, canoe or rowing dinghy and there is no other marine liability insurance in place.

In respect of damage to a third party's **Property**, **We** will not cover claims arising out of damage to or use of waterborne craft or any associated **Property**.

What is not covered

We will not provide any cover for:

- The **Excess** amount shown in the [Schedule of Benefits on page 7](#).
- Any liability for **Injury** to **Your Employees, Relatives** or household members.
- Liability for damage to **Property** owned by, or in the care, custody or control of, **You** or any **Relative** or household member, except for damage to the structure or contents of any building or permanently or seasonally sited cabin, caravan or tent temporarily hired or let to **You** for the sole purpose of **Your** personal occupancy during a **Trip**.
- Liability arising out of ownership, possession, custody or use of any:
 - waterborne craft (see Conditions and Limitations)
 - aircraft
 - mechanically propelled vehicle (other than golf buggies) or horse drawn vehicle
 - Caravan or vehicular trailer
 - firearm
 - animal (other than horses hired for hacking only)
 - land, building or permanently or seasonally sited property of any kind.

Section 8 – Hijack and Kidnap (Gold and Silver Cover only)

We will pay up to the amount shown in the [Schedule of Benefits on page 6](#) for each complete day, up to the maximum amount shown, for any costs and expenses incurred as a direct consequence of **You** being a victim of a **Hijack** or kidnapping during a **Trip**.

Section 9 – Winter sports (Gold and Silver Cover only)

NOTE: Section 9 only applies if **You** have purchased a Crewman's Gold or Silver policy which provides up to 10 days cover under Silver, or 21 days cover under Gold. Days are in total within the **Period of Insurance**.

1. Equipment hire

We will pay up to the amount shown in the [Schedule of Benefits on page 6](#), up to the maximum amount, for the cost of hiring of replacement equipment if **Your** skis, poles, snowboards, boots or bindings are lost or delayed for more than 12 hours during **Your** outward or onward **Trip**.

2. Ski equipment

In addition to Section 4 - Baggage and **Property**, **We** will pay up to the amount shown in the [Schedule of Benefits on page 6](#) for the theft of or accidental damage to **Your** ski equipment which **You** have taken on a **Trip**.

3. Lift pass

We will pay up to the amount shown in the [Schedule of Benefits on page 6](#) for the loss or theft of any unexpired period of **Your** lift pass (based on a pro-rata calculation on the original value of the lift pass).

4. Piste closure

If all lifts in **Your** pre-booked ski resort are closed due to a lack of snow which means **You** have to travel to an alternative resort for skiing, **We** will pay up to the amount shown in the [Schedule of Benefits on page 6](#) for one of the following:

- 4.1 Travel costs for **Your** journey to the nearest available ski resort;
- 4.2 Compensation if **You** are unable to ski at a different resort; or
- 4.3 The extra cost of acquiring a new or extended ski pass.

5. Avalanche

We will pay up to the amount shown in the [Schedule of Benefits on page 6](#) for necessary additional travelling and accommodation expenses if **Your** arrival or departure from **Your** pre booked ski resort is delayed by more than 12 hours due to an avalanche.

What is not covered

Competition in events on snow or ice; freestyle skiing; ski jumping; heli-skiing; ice hockey; the use of bob sleighs and skeletons; mountaineering or rock climbing normally requiring the use of ropes or guides.

1. Equipment hire

- 1.1 Any claim not supported by a written report from the carrier responsible for the delay.
- 1.2 Any claim resulting from theft.

2. Ski equipment

- 2.1 The **Excess** amount shown in the [Schedule of Benefits on page 6](#).
- 2.2 More than £/€250 for any single article or pair.
- 2.3 Theft from a public place or where the equipment is left unattended when not in a locked and secure premises or location.
- 2.4 Any accidental damage whilst **Your** equipment is in use.

3. Lift pass

- 3.1 The **Excess** amount shown in the [Schedule of Benefits on page 6](#).

4. Piste closure

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

5. Avalanche

- 5.1 The **Excess** amount shown in the [Schedule of Benefits on page 6](#).
- 5.2 Any costs incurred at ski resorts less than 1,000 metres above sea level.

Section 10 – Business supplement cover (Gold and Silver cover only)

NOTE: Section 10 only applies if **You** have purchased an Annual Gold / Silver **Certificate Schedule**.

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

1. Business equipment

We will pay up to the amount shown in the [Schedule of Benefits on page 6](#) for the cost of repairing or replacing any business equipment in **Your** care, custody or control which is lost, damaged, stolen or destroyed.

2. Business documents

We will pay up to the amount shown in the [Schedule of Benefits on page 6](#) for the cost of replacing or restoring business documents and records which are **Your** property or responsibility if they are lost or damaged during a **Trip**.

3. Business Money

We will pay up to the amount shown in the [Schedule of Benefits on page 6](#) if business **Money** is lost, stolen or destroyed during a **Trip**.

4. Replacement Staff

We will pay up to the amount shown in the [Schedule of Benefits on page 6](#) for any expenses that are necessarily incurred in sending a substitute person to complete **Your** original business commitments and objectives during a **Trip** if **You** suffer an **Injury** or illness which, in the opinion of a **Medical Practitioner**, will last for a period in excess of seventy two (72) hours.

What is not covered

We will not provide any cover for:

1. Business equipment

- 1.1 The **Excess** amount shown in the [Schedule of Benefits on page 6](#).
- 1.2 Damage due to wear and tear or gradual deterioration.
- 1.3 Loss of or damage to household goods.
- 1.4 Electrical or mechanical breakdown or an item not working as it should.
- 1.5 Loss of or damage to **Valuables** contained in baggage whilst such baggage is in the custody of a carrier and outside **Your** control.
- 1.6 The theft or attempt of theft of **Valuables** if they are unattended, other than when securely locked in a building or securely locked out of sight inside a motor vehicle or sailing vessel.
- 1.7 Confiscation or detention by customs or any other authority.

2. Business documents

- 2.1 Loss of cash, currency, bank notes, travelers cheques, passports, driving licenses, green cards, petrol coupons, tickets, ski passes, securities and documents.

3. Business Money

- 3.1 The **Excess** amount shown in the [Schedule of Benefits on page 6](#).

- 3.2 Any loss which is not reported to the police within 48 hours of discovery.
 - 3.3 Financial loss due to exchange rates or through errors or omissions in transactions or purchases.
 - 3.4 Loss of **Money** contained in baggage whilst such baggage is in the custody of a carrier and outside of **Your** control.
 - 3.5 Confiscation or detention by customs or any other authority.
 - 3.6 Any loss in respect of the fraudulent use of a credit card, charge card or bankers' card if **You** have not complied with the terms and conditions under which the card was issued, including those relating to the safe-keeping and use of the card and reporting a loss to the issuing company or bank.
4. Replacement staff
- 4.1 The **Excess** amount shown in the [Schedule of Benefits on page 6](#).
 - 4.2 Any expenses that **You** have paid or budgeted to pay before the commencement of a **Trip**.

Sports & Adventure Activities

The following sports & adventure activities are included.

Activities and sports marked with an * are subject to:

Cover under section 6 Personal Liability (only) is excluded.

Activities and sports marked with a # are subject to:

If **Your Trip** includes activities on board a yacht or motorboat, **We** will include **Your** Personal Liability as defined in Section 6(2) except where such liability is covered or would be covered by a Yacht or Motorboat Liability Certificate by any other insurer or indemnifying organisation.

Activities and sports marked with an † are subject to:

You must hold a recognised dive qualification from PADI, BSAC or CMAS and the dive must be within the recommended dive club guidelines, complying at all times with their safety rules and regulations and remaining at all times within the limits of **Your** own qualification(s).

If **You** do not hold a recognised dive qualification, a person who is qualified must accompany **You**.

This insurance does not cover, unless agreed by **Us**, cave diving, wreck diving, diving at depths greater than 30 metres, decompression dives, solo diving or diving for gain or reward. **You** must not engage in any form of flying within 24-hours of diving.

This list is not exhaustive. If **You** intend to participate in any activity not noted below please provide details to Topsail Insurance who will approach **Us** to request cover.

Abseiling	Football (amateur)	Netball	Softball
Angling	Go Karting *	Organised safari (without guns)	Squash
Archery	Golf	Orienteering	Surfing
Assault course	Handball	Paint balling *	Swimming
Badminton	Hiking	Quad biking (no racing)	Table Tennis
Banana boating	Horse riding (excluding racing, jumping and eventing)	Pony Trekking	Tennis
Baseball	Hot air ballooning (as a passenger)	Racket ball	Ten pin bowling
Basketball	Hovercraft *	Rambling*	Trekking (up to 4,000m)
Beach games	Ice skating	Roller skating (including blading)	Tug of war
Bowling	Indoor climbing	Rounders	Volleyball
Bungee jumping	Jet boating *	Rowing	Walking
Canoeing	Jet skiing (no racing)	Running (non competitive)	Water polo
Clay pigeon shooting	Karting *	Sailing and Powerboating (within and outside territorial waters) #	Water-skiing
Cricket	Kayaking (up to grade 2 only)	Scuba diving †	Whale watching
Curling	Kite surfing *	Sea Canoeing	White water rafting (up to grade 4 only)
Cycling	Mopeds or Motor Scooters (125cc and under)	Sledging	Wind surfing
Deep sea fishing	Mountain biking (no racing)	Snorkelling	Yachting (including yacht racing and crewing within and outside territorial waters) #
Dinghy sailing			
Fell walking			
Fishing			

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General Exclusions

The following exclusions apply to the whole of this insurance.

1. Any **Trip** that **You** book or commence:-
 - a) against medical advice;
 - b) to obtain medical treatment;
 - c) After a terminal prognosis has been made.
 - d) Any claim directly or indirectly caused or contributed to by **You** or any person on whose health the **Trip** may depend having ever had cardiovascular problems, or other heart condition, hypertension, mental or psychological conditions, cancer, any growth or form of malignancy or any cerebrovascular problems that had occurred at any time prior to the commencement of cover under this **Insurance Certificate** and/or prior to any **Trip**.
2. Any claims or expenses associated with a medical condition for which **You** have been given medical advice or treatment from a **Medical Practitioner** or hospital during the 12 months prior to the start date of this insurance. However, **We** will provide cover if **You** have one (and only one) medical condition and it is listed below.

In the event that a claim arises from that condition, **Your** doctor must confirm, in writing, the date of diagnosis, that the condition was stable prior to travel and that there was no foreseeable reason why **You** should need to claim on this policy.

Acid reflux	Asperger's Syndrome	Blindness	Eczema &/or Dermatitis	Hyperthyroidism	Migraines
Acne	Asthma	Cataracts	Glaucoma	Hypothyroidism	Osteoporosis
ADHD	Autism	Crohns Disease	Gout	Irritable Bowel Syndrome	Tinnitus
Allergies	Benign lumps	Deafness	Hernia	Learning Difficulties or disabilities	Ulcerative Colitis
Amputation	Benign Prostatic Hyperplasia	Diverticulitis	Hormone Replacement Therapy	Meniere's disease	Varicose Veins

3. Any claims if **You** were over 70 years of age at the start date of this insurance.
4. Any claims whilst **You** are taking part in operational duties as a member of the armed forces.
5. Any claims whilst **You** are participating in **Professional Sports** or professional entertaining.
6. Any claims or expenses associated with **Your** intentional self injury, suicide or attempted suicide, provoked assault, fighting (except in genuine self defence), arising from **Your** own criminal act or while engaged or taking part in civil commotions or riots of any kind.
7. Any claim caused by **Your** being under the influence of alcohol or non-prescribed drugs, or abusing prescribed drugs, where there is sufficient evidence to conclude that the use of alcohol or drugs contributed to an **Accident, Injury, illness or criminal act**.
8. Any claims arising from sexually-transmitted diseases, AIDS or any AIDS-related condition or diagnosis or counselling of either Acquired Immune Deficiency Syndrome (AIDS) or AIDS Related Complex (ARC).
9. Any claims arising from the withdrawal from service (temporary or otherwise) of a **Publicly Licensed Transport** vehicle on the order or recommendation of a regulatory authority in any country.
10. Taking part in **Manual Labour** or in any sport or activity not shown in the Activity and Sports List on page 17. This exclusion does not apply to delivery crew.
11. Any surgery or treatment that is not medically necessary, cosmetic surgery, reversing cosmetic surgery or any corrective treatment as a result of previous cosmetic surgery.

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12. **You** being refused travel or travelling against the policy or health and safety requirements of a carrier, their handling agent or any public transport provider.
13. Any **Trips** to the USA in excess of 89 days continuous duration.
14. Any costs or expenses incurred by **You** as a result of an unavoidable delay in **Us** or **Our** claims handlers providing any service to which this insurance relates.
15. Any claims whilst **You** or an **Insured Person** is flying other than as a passenger in an aircraft licenced to carry passengers.
16. The tour operator, airline or any other company, firm or person becoming insolvent, or being unable or unwilling to fulfil any part of their obligation to **You**.
17. **You** being aware of any medical condition that could reasonably be expected to lead to a claim
Note: **You** must inform **Us** of any health changes to **You** or a Relative happening after this **Certificate Schedule** is issued and before **You** travel. **We** have the right to alter the terms of cover in this instance.
18. Travelling to a country where the Foreign and Commonwealth Office (or an equivalent organisation in **Your Country of Residence**) have advised against all but essential travel.
19. **Winter Sports** unless a Silver or Gold Certificate is purchased.
20. Any claims arising from pregnancy or childbirth, unless the claim is confirmed to come from **Complications of Pregnancy or Childbirth** by a **Medical Practitioner**.
21. Deliberate exposure to exceptional danger (other than where attempting to save a human life).
22. Loss of or damage to vehicles or waterborne craft, accessories or spare parts
23. Any expenses incurred after **You** have returned to **Your Country of Residence**, except where set out in Section 2) Continuous Medical Care.
24. Any claims or expenses resulting from:-
 - a) **War** or acts of **Terrorism**.
 - b) **You** engaging in active **War**.
 - c) **Nuclear Risks**.

General Conditions

Fraud

We take a robust approach to fraud prevention in order to keep premium rates down so that **You** do not have to pay for other people's dishonesty. If any claim under this insurance is fraudulent, deliberately exaggerated or intended to deliberately mislead, or if any deliberately misleading or fraudulent means are used by **You** or any other persons insured under this insurance, or anyone acting on **Your**/their behalf, to obtain benefit under this insurance, rights to any benefit under this insurance will end, this insurance will be cancelled and **We** will be entitled to recover any benefit paid and costs incurred as a result of any such fraudulent or deliberately misleading claim. **We** may also inform the police.

Limitation

In no case shall **Our** liability in respect of **You** exceed the largest amount stated in the **Certificate Schedule**, not exceeding the maximum aggregate amount any one claim under **Certificate Schedule**.

Cancellation of this Insurance

If for any reason **You** decide not to accept this insurance then **You** have up to 14 days from either the date of receipt of the policy documentation or the date on which cover commences, whichever is earlier, to cancel the **Policy** by contacting Topsail in writing by post or email at the address shown below and stating that **You** wish to cancel the **Policy**.

Topsail Insurance Ltd
4-6 Octagon Offices
Waterfront
Brighton Marina
Brighton, BN2 5WB

No later than 30 calendar days after the date on which notice of cancellation is received by Topsail, **You** will be fully reimbursed for any sums that have already been paid, provided that no person insured under this insurance has made a claim and no incident has occurred which is likely to result in a claim. If the premium is not paid then this **Policy** will be considered void from the intended commencement date of this insurance.

We can cancel this insurance at any time by sending 7 days' notice, in writing, to **Your** last known address. **We** may do this if **You** have failed to observe the **Policy** terms and/or misled **Us** by misstatement or concealment.

Claims Conditions

You must comply with the following conditions (in addition to the [General conditions](#) on page 25), to have the full protection of this insurance. If **You** do not comply, **We** may cancel the insurance, refuse to deal with a claim or reduce the amount of any claim payment.

Reporting requirements

Where possible, claims must be reported within 30 days of the date that **You** became aware of an event which may lead to a claim under this insurance. It may affect the settlement of a claim if there is a delay in reporting an event.

You must also tell **Us** if **You** are aware of any writ, summons or impending prosecution.

Every communication relating to a claim must be sent to **Our** appointed claim advisors as soon as possible and **you**, or anyone acting on **Your** behalf, must not negotiate, admit or refuse any claim without **our** permission in writing.

Claims evidence

We will require the following evidence, at **Your** expense, where relevant:

1. A police report from the local police in the country where the incident occurred for any claim for loss, theft or attempted theft.
2. A Property Irregularity Report from the airline or a letter from the carrier where the loss, theft or damage occurred in their custody.
3. A letter from **Your** tour operator's representative, hotel or accommodation provider where appropriate.
4. All travel tickets and tags.
5. Receipts or valuations for items lost, stolen or damaged and for all items of clothing, medication and toiletries replaced if **Your** personal baggage or property are temporarily lost in transit for more than 12 hours.
6. A letter from the carrier confirming the number of hours **Your** personal baggage was delayed for.
7. Proof of damage and/or repair (where applicable).
8. Any other relevant information that **We** ask **You** for.

Medical examinations

You must have any medical examinations that **We** decide are necessary. **We** will pay for these.

We may also request (and will pay for) a post mortem examination.

Application of the excess where the claim involves more than one section.

In the event of a single incident which gives rise to a claim under more than one section of this insurance, only one **Excess** will be deducted for each person insured under this insurance from the total amount of the claim.

Contribution

Under Section 4 – Baggage & Property, the Association of British Insurers' practice is for insurers to contribute to the settlement of each other's claims when a loss is covered under more than one policy. This spreads the cost and helps to keep premiums down. If applicable, **You** must provide details of any other policy that covers the same loss. **Your** claim may be delayed if **You** fail to give this information.

Transferring of rights

We are entitled to take over any rights in the defence or settlement of any claim and to take proceedings in **Your** name for **our** benefit against any other party.

Complaints

Our aim is to ensure that all aspects of **Your** insurance are dealt with promptly, efficiently and fairly. At all times **We** are committed to providing **You** with the highest standard of service.

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

Topsail's contact details are:

Post: 4-6 Octagon Offices
Brighton Marina
East Sussex BN2 5WB
Telephone: +44 (0) 1273 573727
Fax: +44 (0) 1273 679261
Email: enquiries@topsailinsurance.com

In the event that **You** remain dissatisfied and wish to make a complaint, **You** can do so at any time. Making a complaint does not affect any of **Your** legal rights.

Our Complaints contact details are:

Post: Complaints, MS Amlin Underwriting Limited,
The Leadenhall Building,
122 Leadenhall Street, EC3V 4AG
Telephone: +44 (0) 20 7746 1300

Fax: +44 (0) 20 7746 1001
Email: Complaints@msamlin.com

If **Your** complaint cannot be resolved by the Complaints Department within two weeks, or if **You** have not received a response within two weeks **You** are entitled to refer the matter to Lloyd's. Lloyd's will then conduct a full investigation of **Your** complaint and provide **You** with a written final response.

Lloyd's contact details are:

Post: Complaints, Lloyd's,
Fidentia House,
Walter Burke Way,
Chatham Maritime,
Chatham, Kent, ME4 4RN
Telephone: +44 (0) 20 7327 5693
Fax: +44 (0) 20 7327 5225
Email: Complaints@lloyds.com
Website: www.lloyds.com/complaints

Details of Lloyd's complaints procedures are set out in a leaflet "**Your** Complaint – How **We** Can Help" available at www.lloyds.com/complaints and are also available from the above address.

If **You** remain dissatisfied after Lloyd's has considered **Your** complaint, or if **You** have not received a written final response within eight weeks from the date MS Amlin received **Your** complaint, **You** may be entitled to refer **Your** complaint to the Financial Ombudsman Service who will independently consider **Your** complaint free of charge. Their contact details are:

Post: The Financial Ombudsman Service,
Exchange Tower,
London E14 9SR
Telephone: UK (Fixed): 0800 0234567
UK(Mobile): 0300 1239123
Outside UK: +44 (0) 20 7964 0500
Fax: Outside UK: +44 (0)20 7964 1001
Email: Complaints.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

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Alternatively, if **You** have bought a product or service online **You** may have the right to register **Your** complaint with the European Commission's online dispute resolution (ODR) platform. The ODR platform will redirect **Your** complaint to the appropriate alternative dispute resolution body. For further details visit <http://ec.europa.eu/odr>

Please note:

You must refer **Your** complaint to the Financial Ombudsman Service within six months of the date of Lloyd's final response.

The Financial Ombudsman Service will normally only consider a complaint from private individuals or from a business that has an annual turnover of less than 2 million Euros and fewer than 10 employees.

Legal, Regulatory and other Information

Language

This insurance is written in English and all communications about it will be in English.

Applicable Law & Jurisdiction

The parties are free to choose the law applicable to this insurance contract. Unless specifically agreed to the contrary this contract is governed by English law and is subject to the jurisdiction of the courts of England.

Several Liability Notice

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.

Data Protection

Any information provided to **Us** by **You** or any other persons insured under this insurance or regarding **You** or any other persons insured under this insurance will be processed by **Us** in compliance with the provisions of the Data Protection Act 1998 for the purpose of providing insurance and handling claims. This may necessitate providing such information to third parties.

All phone calls relating to applications and claims may be monitored and recorded and the recordings used for fraud prevention and detection, training and quality control purposes. Subject to the provisions of the Data Protection Act 1998, **You** and any other persons insured under this insurance are entitled to receive a copy of the information **We** hold about **You** or any other persons insured under this insurance. A fee may be charged for this. Such requests should be made to:

The MS Amlin Data Privacy Officer
The Leadenhall Building
122 Leadenhall Street
London EC3V 4AG

Any information **You** or any other persons insured under this insurance gives **Us** will be used by **Us** and **We** may also share this information with other group companies.

Further information about the Data Protection Act can be obtained by writing to the Office of the Information Commissioner at:

Wycliffe House, Water Lane
Wilmslow, Cheshire, SK9 5AF

Tel No: 0303 123 1113 or 01625 54 57 45
Email: casework@ico.org.uk

Sanctions Limitation and Exclusion Clause

We will not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

Financial Services Compensation Scheme

Lloyd's insurers are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if a Lloyd's insurer is unable to its obligations to **You** under this **Insurance**. If **You** were entitled to

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compensation from the Scheme, the level and extent of the compensation would depend on the nature of this **Policy**. Further information about the Scheme is available from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St. Boltoph Street, London EC3A 7QU) and on their website www.fscs.org.uk

Cheat line

To protect **Our** policyholders, **We** are members of the [Insurance Fraud Bureau](#) (IFB). If **You** suspect insurance fraud is being committed, **You** can report this to their confidential cheat line on 0800 422 0421.

The Patient Protection and Affordable Care Act

This insurance is not subject to, and does not provide the insurance benefits required by, the United States' Patient Protection and Affordable Care Act ("ACA"). This insurance does not provide, and **We** do not intend to provide, any coverage under the ACA. Under no circumstances will **We** provide any benefits in excess of those specified in **Your** policy documents and this insurance is not subject to guaranteed issuance or renewal.

The ACA requires certain US citizens and residents to obtain ACA compliant health insurance coverage. In some circumstances, penalties may be imposed on persons who do not maintain ACA-compliant coverage. If **You** are a citizen or resident of the USA **You** should consult **Your** attorney or tax professional to determine if ACA's requirements apply to **You**.

General Definitions

Certain words have a specific meaning in respect of this insurance. They have this meaning wherever they appear in this document, the **Certificate Schedule** or any endorsements and are shown in bold print.

Accident / Accidental

A sudden, unexpected and specific event which is external, violent and visible to the body, which occurs at identifiable place during the **Period of Insurance** and results in **Injury**.

Active war

The active participation in a war if **You** are deemed under English Law to be under instruction from or employed by the armed forces of any country.

Annual Salary

Your total gross basic annual salary excluding payments for commission, bonus or overtime at the date an insured incident occurs or if **You** are paid weekly, Annual Salary will be calculated by taking **Your** average gross basic weekly salary for the thirteen weeks prior to the incident and multiplying this amount by fifty-two.

Benefit Period

The maximum period from the date of **Total Disablement** for which a **Disability Income** benefit is payable. This period commences at the end of the **Deferment Period** (if any).

Business equipment

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

Certificate Schedule

The document showing the details of cover.

Complications of pregnancy and childbirth

In this policy, **Complications Of Pregnancy And Childbirth** will only include the following:

1. Toxaemia (toxins in the blood).
2. Gestational hypertension (high blood pressure arising as a result of pregnancy).
3. Pre-eclampsia (where **You** develop high blood pressure, carry abnormal fluid and have protein in **Your** urine during the second half of pregnancy).
4. Ectopic pregnancy (a pregnancy that develops outside of the uterus).
5. Molar pregnancy or hydatidiform mole (a pregnancy in which a tumour develops from the placental tissue).
6. Post-partum haemorrhage (excessive bleeding following childbirth).
7. Retained placenta membrane (part or all of the placenta is left behind in the uterus after delivery).
8. Placental abruption (part or all of the placenta separates from the wall of the uterus).

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9. Hyperemesis gravidarum (excessive vomiting as a result of pregnancy).
10. Placenta praevia (when the placenta is in the lower part of the uterus and covers part or all of the cervix).
11. Stillbirth.
12. Miscarriage.
13. Emergency caesarean section.
14. A termination needed for medical reasons.
15. Premature birth more than 8 weeks (or 16 weeks if **You** know **You** are having more than one baby) before the expected delivery date.

Country of Residence

Shall mean **Your** usual home or Country of Domicile.

Deferment Period

means the number of consecutive days set out in the schedule after the date on which **You** first became disabled which must expire before disablement benefit becomes payable..

Disability Income

Compensation paid to a person who is unable to work due to a disability.

Employee

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

Europe

Albania, Andorra, Armenia, Austria, Azores, Belgium, Belarus, Bosnia-Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark (including Faroe Islands), Estonia, Finland, Former Yugoslav Republic of Macedonia, France (including Corsica), Germany, Georgia, Gibraltar, Greece, Hungary, Iceland, Ireland, Italy (including Aeolian Islands, Sardinia, Sicily), Latvia, Lichtenstein, Lithuania, Luxembourg, Malta, Monaco, Moldova, Montenegro, Netherlands, Norway, Poland, Portugal, Romania, San Marino, Sardinia, Serbia, Slovakia, Slovenia, Spain (including Balearic Islands and Canary Islands), Sweden, Switzerland, Turkey, Ukraine, **United Kingdom** and Vatican City.

Excess

The amount that **You** must pay towards each and every loss.

Hijack(ed)

Illegally seizing, or wrongfully taking control of, an aircraft, ship or train in which **You** are travelling.

Home

Your normal place of residence in **Your Country of Residence**.

Injury

A physical injury, or physical injuries, caused solely by an **Accident** or as a result of unavoidable exposure to severe weather conditions, which occurs at an identifiable time and place within twelve (12) calendar months of the date of the **accident** or unavoidable exposure.

Illness

Your sickness or disease the symptoms of which first appear during the **Trip** and which results solely and independently of any other cause in **Your** total disablement within twelve consecutive months after the symptoms first appear.

Insured Person

The person named as '**Insured Person**' in the Certificate Schedule.

Manual Labour

Physical work done by hand in return for payment or reward.

Medical practitioner

Any suitably qualified medical practitioner registered with the General Medical Council in **Your Country of Residence** (or foreign equivalent); or in respect of dental treatment only, a dental practitioner who is registered with the British Dental Association (or foreign equivalent); that is not a person insured under this insurance, a **Relative** or an **Employee**.

Money

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

Nuclear Risks

Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

Occupation

Any trade, profession or type of work undertaken for profit or pay, for which an Insured Person is reasonably qualified for by training, education or experience.

Partner

Your legally married spouse, or **Your** registered civil partner under the Civil Partnership Act 2004 who permanently resides with **You**, or a person who is permanently living with **You**, and has been for at least 6 months, and the relationship is in the nature of a marriage even though it has not been legally formalised.

Period of Insurance

The Period of Insurance shown in the **Certificate Schedule**.

Permanent Total Disablement

An injury which entirely prevents **You** from engaging in any occupation for which **You** are reasonably suited by training, education or experience for a period of at least 12 months. A **Medical Practitioner** must reasonably expect that the disability will last for the remainder of **Your** life and be beyond any hope of improvement.

Professional Sport

The action of taking part in a sporting event or competition for financial reward.

Property

Items that are generally carried or worn by **You** that are owned by **You** or which are **Your** responsibility which are taken by **You** or acquired by **You** during a **Trip**. This excludes loss of or damage to vehicles or waterborne craft, their accessories or spare parts.

Publicly Licensed Transport

Any form of shared passenger-transport service available for use by the general public, excluding taxicabs, carpool, or any hired vehicle.

Relative

You, Your **Partner**, Your **Dependent Children**, or **Your** parents, brother, sister, adopted or fostered children, grandparents, grandchildren, step parent, step child, step brother or step sister.

Terrorism

An act including, but not limited to, the use or threat of force and/or violence of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

Temporary Partial Disablement

Your substantial inability to attend to **Your** usual business or occupation which results solely and independently of any other cause from an **Injury** or **Illness**.

Temporary Total Disablement

Your complete and physical inability to attend to **Your** usual business or occupation which results solely and independently of any other cause from an **Injury**.

Trip

Shall mean travel away from **Your** home or normal place of residence for the purpose of being **Employed** as a crew member, including any incidental period(s) of leave.

Cover under Section 1 (Cancellation and Disruption) at the time **You** book the **Trip** during the **Period of Insurance**.

Cover commences during the **Period of Insurance** when **You** leave **Your** home or place of work whichever occurs last and ends when **You** return to **Your** home or place of work or the date shown on the **Certificate Schedule** or Endorsement Schedule whichever occurs first.

United Kingdom

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

Valuables

Jewellery, items made of precious metals or stones, furs, watches, binoculars, telescopes, photographic, computer and laptop equipment, mobile phones and tablets, audio, electronic and electrical equipment of any kind (including CDs, DVDs and other transportable media such as cassette tapes, memory cards and minidisks), telecommunications and video equipment.

War:

1. War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion assuming the proportions of, or amounting to, an uprising;
2. Any act of **Terrorism**; or
3. Any act of **War** or terrorism involving the use of, or release of, a threat to use any nuclear weapon or device or chemical or biological agent.

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Winter sports

Skiing, dry-slope skiing, ice skating, ski blading, mono skiing snowboarding, off-piste skiing and snowboarding (except in areas considered to be unsafe by resort management - unless with a qualified guide), cross-country skiing, blading, langlauf, ski boarding, tobogganing, glacier walking or trekking to height of 4,000 metres.

You / Your

Any person shown in the **Certificate Schedule** as being an '**Insured Person**'.



Coverholder at **LLOYD'S**

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