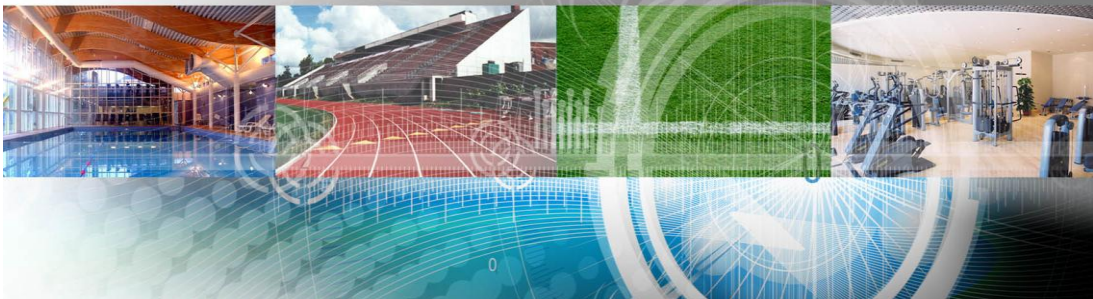




## **Activity Top-UP Insurance Policy Wording booklet**





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# Activity TopUp Insurance

## Key Facts & Policy Wording Booklet

This booklet will help you understand the insurance policy you have bought. It contains a summary of the benefits, Key facts of the policy and the complete schedule details. This booklet should be read in conjunction with your policy schedule.

## A bit about us

DareDirect Limited was established by people who are passionate about sport, from skiing to skydiving, walking to windsurfing. We recognised the importance of adequate insurance and, over time, have built up a deep knowledge of the industry. The team are fully up to date with trends in both the insurance and sporting industries and ensure they keep abreast of any new developments. Products are available both for Individuals (personal cover) and Businesses (commercial cover).

## Demands & Needs

The Activity TopUp Insurance policy satisfies the demands and needs of a person who already has a valid Travel Insurance for the duration of a trip but needs to cover an activity that is excluded by the existing travel insurance.

## Existing medical conditions

Any existing medical conditions - along with injuries incurred in the past 2 years and any injuries that have not fully cured – must be declared to us for consideration and review by completion of our Medical Questionnaire. Any claim relating to or associated with an existing Medical Condition will automatically be excluded unless we have agreed to cover (sometimes on special terms) in writing.

## Proposer's Obligations

If you are buying insurance on behalf of others it is your responsibility to ensure that all persons to be insured under this policy comply with the Terms and Conditions and have been asked whether or not they have any existing medical conditions or if they have made a medically related claim on insurance in the past three years and to declare the response to us.



Belmont House, High Street, Lane End, Bucks HP14 3ER **Tel:** 0845 120 6400  
**Email:** [info@sportscover.co.uk](mailto:info@sportscover.co.uk) **Web:** [www.sportscover.co.uk](http://www.sportscover.co.uk)

**This document is a listing of our key facts for the Activity TopUp Insurance Policy. It contains selected information only. Your Insurance Schedule and the Schedule Details provide full details of the cover purchased.**

**Who is the Insurer?**

This policy is underwritten on behalf of Lloyd's Syndicate 4444 by Canopius Underwriting Limited, Gallery 9, One Lime Street, London EC3M 7HA.

**What sort of insurance is this?**

This Insurance policy satisfies the demands and needs of a person who already has a valid Travel Insurance for the duration of a trip but needs to cover an activity that is excluded by the existing travel insurance.

**How long will my cover last?**

The actual validity dates are shown on the Insurance Schedule. Policies are valid for specific dates purchased and only whilst taking part in an insured activity whilst you are on a trip covered by a valid travel insurance. You may need to review your cover periodically to ensure it remains adequate. Please note the cover will not incept if any payment method is dishonoured.

**Are there any significant and unusual exclusions or limitations?**

These are all set out fully in the policy wording and please note the following:

- This policy is only available to persons resident in the United Kingdom or Ireland or Channel Islands or an official BFPO address.
- This policy is only valid whilst you take part in an activity excluded by your existing travel insurance.
- This policy only covers amateur activities – Professionals (earning over £4000 pa) are excluded.
- Persons over 75 years cannot be covered. Persons over 64 years must contact us as conditions apply.
- There is an exclusion for losses arising from war or terrorist activities.
- The insurance contains important conditions that relate to your health and existing medical conditions. In particular pre-existing medical problems and details of all medical claims made in the past 2 years must be declared.
- There are specific sports conditions applicable to certain sports. Please consult the Table of Sports groups to check on the sports you participate in.
- There are limits to the amount the insurer will pay in all sections of the policy. Some sections have internal sub-limits such as the amount the insurer will pay for any one item or the total amount for all valuables (such as photographic equipment).
- You may be responsible for paying part of the claim. The amount you have to pay is the excess. Under most sections of the insurance, claims will be subject to an excess as set out in the Benefits table.
- You are required to take all reasonable care to protect yourself and your property and to act at all times as if you are not insured.

**Does it benefit me to have an EHIC?**

Yes, for medical claims that exceed the monetary excess we will waive the stated excess when the EHIC or Medicare is used to reduce the cost.

**What are my cancellation rights?**

If the Insurance does not meet with your requirements you may return the documentation within 14 days of the date of issue and provided no claim is made, obtain a full refund.

### How do I claim?

In case of a medical emergency whilst abroad you should contact the International Helpline as soon as you are able. Assistance related expenses MUST be authorised via the 24 hour helpline. To make a claim you must contact One Claims at 1-4 Limes Court, Conduit Lane, Hoddesdon, Herts EN11 8EP or telephone 0845 120 6407 as soon as possible after the incident giving rise to the claim to declare it.

### If I am unhappy what steps do I take to complain?

If you have any questions or concerns about any aspect of your insurance or the Insurers you should, in the first instance, contact DareDirect. In the event that you remain dissatisfied and wish to make a complaint you can do so at any time by referring the matter to the Policyholder and Market Assistance Department at Lloyd's. Their address is: Policyholder and Market Assistance, Lloyd's Market Services, One Lime Street, London EC3M 7HA, Telephone: 020 7327 5693, Fax: 0207 327 5225, e-mail: [complaints@lloyds.com](mailto:complaints@lloyds.com)

### What if I am not happy with the outcome of my complaint?

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

### Am I covered by the Financial Services Compensation Scheme (FSCS)?

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we are unable to meet our obligations under this contract. A claim under this contract of non compulsory insurance is covered for 90% of the claim without any upper limit.

Further information about the scheme is available from the Financial Services Compensation Scheme at the below address or on their website: [www.fscs.org.uk](http://www.fscs.org.uk)

## GEOGRAPHICAL AREAS

<b>Zone 0</b>	Trips within <b>your</b> Country of Residence (Medical fees are excluded – see benefits table)
<b>Zone 1</b>	Albania, Andorra, Austria, Belgium, Bosnia-Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Egypt, Estonia, Faroe Islands, Finland, France (including Corsica & Monaco), Germany, Gibraltar, Greece, Hungary, Rep. of Ireland, Iceland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Macedonia, Moldova, Montenegro, Morocco, Netherlands, Norway, Poland, Portugal, (inc Azores & Madeira), Romania, Russia, San Marino, Serbia, Slovak Republic, Slovenia, Spain (inc Balearic & Canary Malta Islands), Sweden, Switzerland, Tunisia, Turkey, Ukraine, United Kingdom
<b>Zone 2</b>	Worldwide <b>excluding</b> USA and Canada
<b>Zone 3</b>	Worldwide including USA and Canada
<b>N.B.</b> Countries or regions in conflict will not be covered. Refer to Conditions for further details and check with the Foreign Office if in any doubt (their website is <a href="http://www.fco.gov.uk">www.fco.gov.uk</a> ). If <b>you</b> are transiting countries in a higher rated Zone please note that <b>you</b> will not necessarily need to purchase cover for that Zone.	

## SPORTS GROUPS AND ACTIVITIES

A number after a sport refers to a Specific Sports Restriction below

Sports Group	Table of Sports / Activity Groups
<b>1</b>	<p>The Table below sets out the sports groups. You are automatically insured for all of the activities in the sports group chosen and lower numbered groups.</p> <p>Abseiling, Aerobics, Angling, Archery, Athletics, Back packing, Badminton, Ballet, Baseball, Basketball, Biking (not mountain biking), Boating<sup>1</sup> (inside 12mile limit), Boule/Petanque, Bowls, Bushcraft, Camping, Canoeing (up to grade 3), Cheerleading, Cricket, Croquet, Cross country skiing, Curling, Cycling, Dance, Dodge ball, Dragon boat racing, Fell running/walking, Fencing, Fitness training, Fives, Floorball, Golf, Gym work (not power lifting), Handball, High diving, Hiking includes mountain walking (excluding the use of crampons &amp; ice axes), Hill walking Includes mountain walking (excluding the use of crampons &amp; ice axes), Hydrospeeding (up to grade 3), Indoor cricket, Jogging, Kayaking (up to grade 3), Keep fit training, Kite flying (traditional), Korfball, Linesmen for any sports listed, Netball, Officials for any sports listed, Orienteering, Outrigger canoeing (up to grade 3), Racquet ball, Rafting (up to grade 3), Rambling, Road running, Roller skating, Rounders, Rowing, Running, Sailing<sup>1</sup> (inside 12mile limit), Sail boarding, Scrambling (on foot), Snorkelling, Softball, Spear fishing, Squash, Stoolball, Surfing, Swimming, Tchoukball, Ten pin bowling, Tennis, Trail walking (Flat land walking), Trekking, Velomobile, Volleyball, Walking, Water polo, Wheelchair basketball, Wheelchair bowls, Wheelchair curling, Windsurfing (inside 12mile limit), Yachting<sup>1</sup> (inside 12mile limit)</p>
<b>2</b>	<p>Adventure racing, Adventure training, Aiki Jujitsu (non-competitive), Airsoft, Aikido (non-competitive), Alpine skiing<sup>5</sup>, Assault course, Aquaskipping, Ballooning, Bicycle polo, Bouldering, Bujutsu (non-competitive), Capoeira (non-competitive), Canoeing (grade 4&amp;5), Cheerleading with stunting, Choy Lee Fut (non-competitive), Circus workshops, Clay pigeon shooting, Climbing (with ropes &amp;/or guides or bolted), Cycle speedway (not motorised), Dog sledding, Downhill skiing<sup>5</sup>, Fin swimming, Flag American football, Football, Football tours, Futsal, Gymnastics, Hacking<sup>7</sup> (on horse back), Hapkido (non-competitive), Heliskiing<sup>5</sup>, Historical fencing, Hockey, Horse riding<sup>7</sup> (non competitive) excluding competition and or training for competition, Hydrofoiling (on water), Hydrospeeding (up to grade 4&amp;5) Ice skating, Indoor climbing, In-line skating, Jeet Kune Do (non-competitive), Jousting, Judo (non competitive), Jujitsu (non-competitive), Karate (non competitive), Kayaking (grade 4&amp;5), Kendo, Kempo (non-competitive), Kite buggying (single seat), Kite flying (traction), Kite surfing, Koroken Karate (non-competitive), Kyudo (non-competitive), Lacrosse, Laido (non-competitive), Land yachting (single seat), Marathon running, Martial arts (non competitive) does not cover: Mixed martial arts or cage fighting, escrima for kickboxing see group 3 sports, Mono skiing<sup>5</sup>, Mountain biking (non competitive), Mountain running, Multi-pitch climbing excluding climbs with crevassed approaches or descents and also any snow/ice climbing (See ice climbing), Ninjutsu - martial art (non-competitive), Off-piste skiing<sup>5</sup> (not alone and not contrary to local advice), Outrigger canoeing (grade 4&amp;5), Paintball, Parascending, Pistol Shooting, Pony trekking<sup>7</sup>, Preying Mantis (non-competitive), Qi Gong (non-competitive), Rafting (grade 4&amp;5), Re-enactment, Referee of any sports events listed, Rifle shooting, Rock climbing excluding climbs with crevassed approaches or descents and also any snow/ice climbing (See ice climbing), Roller biding, Roller hockey, Sailing (outside the 12 mile limit)<sup>4</sup>, San Soo Kung Fu (non-competitive) Sand Yachting (single seat), Savate (non-competitive), Scuba diving (to 30m accompanied, 50m if qualified/under instruction), Shindo Junen Ryu (non-competitive), Shotqakan (non-competitive), Skateboarding, Ski bobbing, Skidoo riding/Snow mobiling<sup>1+5</sup>, Skiing<sup>5</sup> (downhill), Shindo Junen Ryu (non-competitive) Snow blading<sup>5</sup>, Snowboarding<sup>5</sup>, Snow shoeing<sup>5</sup>, Soccer, Sport climbing excluding climbs with crevassed approaches or descents and also any snow/ice climbing (See ice climbing), Stand up paddle boarding/sailing, Surf boat rowing, Surf kayaking, Surf skiing, Taekwondon (non-competitive), Tai Chi Chaun (non-competitive), Tang Soo Do (non-competitive), Telemark skiing, Tobogganing, Touch rugby, Tough guy, Trad climbing excluding climbs with crevassed approaches or descents and also any snow/ice climbing (See ice climbing), Trekking peaks, Triathlon (not Iron man), Ultimate Frisbee, Underwater hockey, Via ferrata, Wakeboarding, War games, Water skiing<sup>1</sup>, Wheelchair rugby, Wing Chun (non-competitive), Wing Tsun (non-competitive), Wushu (non-competitive), Zorb ball riding, Zip lines</p>
<b>3</b>	<p>Aiki Jujitsu (competitive), Aikido (competitive), American football, American wrestling, BMX freestyle, BMX racing, Bobsleigh<sup>5</sup>, Boxing, Bridge swinging, Bujutsu (competitive), Bungee jumping, Canoe polo, Canoeing (above grade 5), Canyoning, Capoeira (competitive), Caving, Choy Lee Fut (competitive), Climbing (cliff/ice), Dirt surfing, Free diving, Gaelic football, Game hunting with rifles/guns, Go karting<sup>1</sup> (under 250cc), Hapkido (competitive), Horseback archery<sup>7</sup> (proficient rider), Horseball<sup>7</sup>, Horse riding<sup>7</sup> (competition) Includes competition &amp; training for Horse Jumping, Show Jumping, Eventing, Endurance riding, Dressage, Cross country, Point-Point, Hunting<sup>7</sup> (on horseback), Hurling, Ice climbing<sup>5</sup>, Ice hockey, Iron man (competition), Jeet Kune Do (competitive), Jet skiing<sup>1</sup>, Jujutsu (competitive), Judo (competitive), Kabaddi, Karate (non competitive), Kayaking (above grade 5), Kick boxing, Kite landboarding, Krav maga, Kyudo (competitive), Laido (competitive), Land surfing, Luge, Martial arts (competition) does not cover: Mixed martial arts or cage fighting, escrima, Kempo (competitive), Koroken Karate (competitive), Modern pentathlon, Mountain boarding, Mountain biking (competition), Mountaineering (with ropes and/or guides) limited to 4,000m when outside of Europe (Zones 3 &amp; 4) (w/ropes &amp;/or guides)<sup>6</sup>, Ninjutsu (competitive), Old mine exploration, Outrigger canoeing (above grade5), Polo<sup>37</sup>, Polocrosse<sup>7</sup>, Potholing, Pony mounted games<sup>7</sup>, Power lifting, Preying Mantis (competitive), Qi Gong (competitive), Quad bike<sup>1</sup> (under 250cc), Rafting (above grade 5), Ranch Activities<sup>7</sup>, Roller derby, Rugby, Saddle chariots<sup>7</sup>, San Soo Kung Fu (competitive), Savate (competitive), Sea cliff climbing (roped and protected climbing), Shark cage diving, Shindo Junen Ryu (competitive), Short track speed skating, Shotqakan (competitive), Skeleton luge<sup>5</sup>, Ski acrobatics<sup>5</sup> / jumping<sup>5</sup> / stunting<sup>5</sup>, Ski racing<sup>5</sup>, Ski randonee<sup>5</sup> / touring<sup>5</sup>, Street luge, Strongman, Taekwondon (competitive), Tai Chi Chaun (competitive), Tang Soo Do (competitive), Trail bikes<sup>1</sup> (less than 125cc), Trampolining, Wing Chun (competitive), Wing Tsun (competitive), Wushu (competitive), Wrestling</p>
<b>4</b>	<p>Hang gliding<sup>2</sup>, Kitewing usage, Parachuting<sup>2</sup>, Paragliding<sup>2</sup>, Paramotoring<sup>1+2</sup>, Powerbocking, Skydiving<sup>2</sup></p>

## Specific Sports Restrictions:

You are not automatically covered for the following. Call for further details.

**Any activities** in territories not mapped on the maps issued by the nearest local authority or more than 150km from the nearest habitation unless prior written authorisation has been granted.

**1 - Motorised Activities** for Personal Liability claims are excluded - see schedule wording for details.

**2 - Tandem Aerial Activities** for Personal Liability claims made against the Pilot by/on behalf of the passenger (3<sup>rd</sup> party) are excluded

**3 - Polo** for Personal Liability claims there is a player to player exclusion

**4 - Sailing (further than 12 mile from shore)** cover is limited to North Sea, Irish Sea, English Channel, Bay of Biscay, Strait of Gibraltar or the Mediterranean Sea

**5 - Winter Sports** for more than 31 days participation during the validity of an *Annual* Schedule or more than 21 days for any one trip.

**6 - Mountaineering activities** in Sports Group 3 are not covered in Zones 3 or 4 when over 4000m unless prior written authorisation has been granted.

**V1.20111031.V1**

Section and Description	Limit referred to	Benefit amount	Excess
<b>Section 1 – Emergency Medical, Repatriation and Other Expenses.</b> (Outside country of residence only) Includes Personal Assistance -24hr helpline for you to contact in the event of a Medical Emergency. Emergency Dental	Maximum benefit	£10,000,000	£50
		£150	£50
<b>Section 2 - Personal Liability.</b>	Maximum benefit	£2,000,000	£50
	<i>Physical injuries</i>	£500,000	£50
	<i>Property damage</i>	£300,000	£200
<b>Section 3 - Legal Expenses.</b>	Maximum benefit	£25,000	£50
<b>Section 4 - Search &amp; Rescue Fees.</b>	Maximum benefit	£15,000	£50
	<i>Sledge expenses</i>	£200	£50
<b>Section 5 - Cancellation &amp; Curtailment.</b>	Maximum benefit	£500	£50

# Travel Insurance TopUp Policy Wording

This Policy is arranged and administered by SportsCover and is a contract between **you** (named in the **schedule**) and Canopus Underwriting Limited on behalf of Syndicate 4444 at Lloyd's (hereafter referred to as **us, our, we**).

DareDirect act as the intermediary and should be **your** initial contact if **you** have any questions about this policy.

Provided the premium specified has been paid in the required manner **we** will provide the insurance specified in this Policy and **schedule** and any attached endorsements during the **period of insurance**.

All information supplied to DareDirect by or on **your** behalf is deemed to be incorporated in and shall form the basis of this Policy.

## Authorised Signature:

A handwritten signature in black ink, appearing to read 'R. Perry', with a large, stylized flourish at the end.

**Roger Perry**  
Head of Accident & Health  
**Canopus Underwriting Limited**

DareDirect is authorised and regulated by the Financial Services Authority and an authorised Coverholder for Canopus Underwriting Limited

## Cooling-Off Period

If this cover does not meet **your** requirements, **you** may return the insurance documentation to DareDirect within fourteen (14) days of the cover starting or the day on which **you** receive the documents, whichever is the later.

Provided the Policy has not been relied upon (not past the risk date) **we** will refund all paid premiums within thirty (30) days from the date **we** receive the notice of the cancellation from **you**. **We** will not refund premiums if **you** have made a claim or if the trip has commenced. Please contact DareDirect to obtain this refund. Their address and telephone number is noted in Disputes and Complaints.

## Claims Contact Details

### In the event of a claim

Please make contact as soon as possible after the incident giving rise to the claim to declare it

#### Claims Correspondence and Notification:

One Claims, 1-4 Limes Court, Hoddesdon, Hertfordshire, EN11 8EP

Tel No: 0845 120 6407

Email: [mail@oneclaims.com](mailto:mail@oneclaims.com)

### In the event of requiring medical treatment overseas

A 24 hour Telephone Service is operated for **your** benefit. It is important to note that this Policy only covers In-patient Hospital Clinic or Nursing Home Expenses, repatriation or curtailment authorised by the Assistance Provider, who must be notified within 48 hours of admission and for curtailment prior to departure to **your** usual **country of residence**.

#### For World-wide assistance contact:

One Assist

Tel No: +44 (0)845 120 6405

Fax No: +44 (0)1992 645133

E-mail: [ops@oneassist.com](mailto:ops@oneassist.com)

## Dispute and Complaints

DareDirect cares about their customers and believes in building long-term relationships by providing quality products combined with a high standard of service.

If it should happen that **you** have cause for complaint, either in relation to **your** Policy or any aspect regarding the standard of the service received, **you** should in the first instance contact DareDirect who arranged the Policy on **your** behalf.

The Managing Director

DareDirect

Belmont House, High Street,

Lane End, Buckinghamshire, HP14 3ER

Tel no.: +44 (0)845 120 6400

Tel No: +44 (0)845 120 6400

If the complaint is still not resolved to **your** satisfaction, **you** should contact:

Head of Accident & Health  
Canopus Underwriting Limited  
Gallery 9, One Lime Street  
London EC3M 7HA  
Tel No: +44 (0)20 7337 3700, Fax No: +44 (0)20 7337 3992

In the event **you** remain dissatisfied and wish to make a complaint refer that matter to the Policyholder & Market Assistance Department at Lloyd's. Their address is:

Policyholder & Market Assistance  
Lloyd's Market Services, One Lime Street  
London EC3M 7HA  
Tel No: +44 (0)20 7327 5693, Fax No +44 (0)20 7327 5225  
E-mail: complaints@lloyds.com

In the event that the Policyholder & Market Assistance Department is unable to resolve **your** complaint, it may be possible for **you** to refer it to the Financial Ombudsman Service (FOS). Following the complaints procedure with the FOS does not affect **your** rights to take legal action.

**Further details will be provided at the appropriate stage of the complaints process.**

## Financial Services Compensation Scheme

**We** are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **we** are unable to meet **our** obligations under this contract. A claim under this contract of non compulsory insurance is covered for 90% of the claim without any upper limit.

Further information about the scheme is available from the Financial Services Compensation Scheme at the below address or on their website: [www.fscs.org.uk](http://www.fscs.org.uk)

7<sup>th</sup> Floor, Lloyds Chambers, Portsoken Street, London E1 8BN

## Cover Options

***The Cover Option purchased by you will be shown in the schedule.***

This insurance provides cover for Accidents which occur whilst you take part in a Sport/Activity which is excluded by the Travel Insurance you are using for this trip – provided the Sport/Activity is included in the Sports Group listed on your TopUp Schedule.

### IMPORTANT INFORMATION

#### ***Pregnancy and childbirth***

**We** provide cover under this Policy if something unexpected happens. In particular, we provide cover under section 2 for injuries to the body or illness that was not expected. **We** do not consider pregnancy or childbirth to be an illness or injury. To be clear, we only provide cover under sections 1 (Medical Expenses) and 7 (Cancellation & Curtailment) of this Policy, for claims that come from **complications of pregnancy and childbirth**. Please make sure **you** read the definition of 'Complications of pregnancy and childbirth'

# General Conditions

## 1. Observance – Failure to Comply with Policy Conditions

**Our** liability to make any payment under this Policy shall be conditional upon **your** observance of all terms, provisions, conditions and endorsements of this Policy. Where **you** do not comply with any obligation to act in a certain way specified in this Policy, this may prejudice **your** position to recovery under any claim. **Your** non-compliance with this clause shall be relevant to any payment by **us** where such non compliance has a material bearing on any insured loss or damage for which any payment by **us** may be made.

## 2. Disclosure

**We** shall not be exposed to liability under this Policy and **you** shall have no rights hereunder unless at inception of this Policy and at the time of any amendment:

2.1 **you** were not in breach of any common law duty in regard to non-disclosure or misrepresentation; and further

2.2 **you** had no knowledge and had received no information of any material matter, fact or circumstances (not being a matter of common knowledge of which **we** ought, in the ordinary course of business, to know independently) likely to give rise to a loss hereunder.

**Your** performance of these obligations shall be a necessary prerequisite to cover, and in any proceedings by **you** or between **you** and **us** the burden shall in all circumstance be upon **you** to establish that these obligations have been complied with.

## 3. Claims Procedure

On the happening of any occurrence likely to give rise to a claim under this Policy, it is a condition precedent to **our** liability under this Policy that **you** will ensure that notice is given to **us** in writing as soon as reasonably possible after the date of the occurrence and in any event within twenty one (21) days. Such notice shall include full particulars of the occurrence.

## 4. Claims Co-operation

**You** shall provide assistance and co-operate with **us** or **our** representatives, in obtaining any other records or information **we** deem necessary to evaluate the incident or claim. In no event shall **we** be liable to pay any claim hereunder unless **you** co-operate with **us** and/or **our** representatives in the investigation of the claim.

## 5. Applicable Law and Jurisdiction

The parties are free to choose the law applicable to this insurance contract. Unless specifically agreed to the contrary this shall be subject to English law.

## 6. Contracts (Rights of Third Parties) Act 1999 Clarification Clause

It is not the intention that any third parties to this contract have the right to enforce the terms of this contract. Only **you** and **us** can enforce the terms of this contract.

**You** and **us** can vary or rescind the contract without the consent of any third party to this contract who may assert they have rights under this Contracts (Rights of Third Parties) Act 1999.

## 7. Period of Cover

The Period of Cover shall commence when **you** start a Sport or Activity which is not covered by the Travel Insurance covering your Trip and finishes when you cease the Sport / Activity within the period covered stated on your Insurance Schedule.

## 8. Access to additional materials

**You** shall furnish to **us**, or **our** designated representatives, all information, documentations, medical information that **we** may reasonably require at all reasonable times during the term of this Policy, or until resolution of all claims, whichever is later.

## 9. Right to Medical records and Medical examination

Following notice of a claim, **you** shall provide, when requested by **us**, all authorisations necessary to obtain **your** medical records. **We** have the right to have **you** examined by a physician or

vocational expert of **our** choice, and at **our** expense, when and as often as **we** may reasonably request.

## 10. Fraudulent Claims

If **you** or any other person acting on **your** behalf submits a claim under this Policy that shall in any respect be false or fraudulent, **we** shall be under no liability to make payment in respect of such claim and **you** must pay back any benefit that **we** have already paid. If this happens **we** will not refund any premium.

## 11. Limitation

In no case shall **our** liability in respect of **you** exceed the largest sum insured stated in the **schedule**.

## 12. Cancellation (of Insurance Cover)

**We** may cancel this Policy or any cover hereunder by giving thirty (30) days written notice to **you** at **your** last known address and in such event the premium for the period up to the date when the cancellation takes effect shall be calculated and **we** shall return any unearned portion of the premium paid.

**You** can cancel this Policy by giving thirty (30) days written notice to:

DareDirect, Belmont House, High Street, Lane End, Buckinghamshire, HP14 3ER

If this happens, provided no claim has been paid or is payable and no incident has occurred which could give rise to a claim under this Policy, the premium for the period up to the date when the cancellation takes effect will be calculated and any unearned portion of the premium paid will be returned, subject to a minimum retention of one half of the annual premium or £50, whichever is the greater.

## 13. Data Protection Act 1998

It is understood by **you** that any information provided to **us** regarding **you** will be processed by **us**, 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.

## 14. Sports Specific Conditions

- 14.1 any activity in territories not mapped on the maps issued by the nearest local authority or more than 150km from the nearest habitation unless specifically accepted by **us** in writing.
- 14.2 mountaineering **activities** in Sports Group 3 are not covered in Zones 3 or 4 when over 4000m unless specifically accepted by **us** in writing.
- 14.3 scuba diving in Sports Group 2 is covered provided **you** are accompanied and the depth does not exceed 30m. Diving to a depth of 50m is covered provided **you** are either qualified to that depth or training with an instructor.
- 14.4 for Tandem aerial **activities**, claims made against the Pilot (insured by **us**) by/on behalf of the passenger for Personal Liability are excluded.
- 14.5 for Motorised **activities**, Personal Liability claims are excluded.
- 14.6 there is a player to player exclusion for Personal Liability claims as a result of an accident whilst playing Polo.
- 14.7 sailing outside the 12 mile limit (Group 2) cover is limited to North Sea, Irish Sea, English Channel, Bay of Biscay, Strait of Gibraltar and the Mediterranean Sea. Unless specifically accepted by **us** in writing.
- 14.8 Winter Sports for more than 21 days for any one **trip**. The **trip** period is extended up to 60 days for Sports Groups and Activities 3 & 4

## 15. Age Limitations

- 15.1 an **insured person** aged 6 to 15 years of age at inception of this Policy must travel with an adult insured by this Policy or pay the full adult premium.
- 15.2 an **insured person** who has not reached 16 years of age at inception of this Policy must

travel with a responsible adult.

15.3 persons aged 75 years and over on date of application cannot be covered.

## 16. Medical Warranty

It is warranted that for each **trip** undertaken whilst covered by this Policy, **you** are in good health, fit to undertake the **trip**, and not doing so against medical advice and not doing so for the purpose of obtaining medical treatment.

**You** must not be aware of any reason that may cause the **trip** to be cancelled or curtailed, either at the time of taking out the Policy or at the time of booking the **trip**.

A Medical Questionnaire must be completed and submitted for acceptance by any **insured person** or prospective **insured person** with a Medical condition; or where a Medical or Medically related travel insurance claim has been submitted during the previous three years from the date of application for this insurance: or the prospective **insured person** is over 65 years or older.

## 17. Reasonable Care

**You** must exercise reasonable care to prevent an injury illness, loss or damage.

## 18. Residency Warranty

It is warranted that **you** are resident in the United Kingdom or the Republic of Ireland or the Channel Islands or a BFPO address (Zone 0).

## 19. Other Insurance

**We** will not pay any indemnity claim if any loss, damage payment, or liability under this Policy is also covered wholly or in part under any other insurance except in respect of any excess beyond the amount which would have been covered under such other insurances had this Policy not been effected.

# General Exclusions

**We** will not pay any claim directly or indirectly caused or contributed to by:

1. **war**.
2. the use, release or escape of nuclear materials that directly or indirectly results in nuclear reaction or **radiation** or radioactive contamination; or
  - 2.1 the dispersal or application of pathogenic or poisonous biological or chemical materials; or
  - 2.2 the release of pathogenic or poisonous biological or chemical materials.
3. **your** health that may give rise to a claim where:
  - 3.1 during the two years prior to the commencement of cover under this Policy received or been referred for any treatment surgery, investigations or follow-ups at any hospital, surgery or clinic any of the following medical conditions;
    - 3.1.1 **you** have suffered from asthma requiring inpatient treatment, bronchitis, any other lung or respiratory condition, cancer, any growth or form of malignancy, diabetes mellitus, epilepsy or fits, any kidney or bladder disorder, any mental or psychological condition; or
    - 3.1.2 **you** have any other medical condition that is ongoing or from which **you** have suffered symptoms requiring inpatient treatment during the two years prior to the commencement of cover under this Policy and/or any **trip**; or
  - 3.2 **you** have ever had cardiovascular problems, or other heart condition, hypertension or any cerebrovascular problems that had occurred at anytime prior to the commencement of cover under this Policy and/or prior to any **trip**.
  - 3.3 **you** being diagnosed with a terminal condition.
4. **you** travelling against medical advice.
5. **you** travelling for the purpose of receiving medical treatment.
6. **you** being aware of any medical condition which could reasonably be expected to lead to a claim

**Note:** **you** must inform **us** of any known health changes happening after this Policy is issued and before

**you** travel. **We** have the right to alter the terms of cover in this instance. Applies to **your** health and the health of anyone on whom the trip depends.

7. **your** professional entertaining.
8. **you** travelling to a country where the Foreign and Commonwealth Office have advised against all but essential travel.
9. **you** being under the influence of, or being affected by alcohol or drugs (unless such drug has been prescribed by a qualified **medical practitioner** but not for the treatment of drug addiction).
10. **your** mental illness, anxiety or depression.
11. **your** attempting to commit or committing intentional self-injury or suicide.
12. 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**.
13. **you** taking part in manual labour unless accepted by **us** in writing.
14. any criminal or illegal act by **you**.
15. operational duties as a member of the armed forces.
16. **you** participating in **professional** sports or activities.
17. Human Immunodeficiency Virus (HIV) and/or Acquired Immune Deficiency Syndrome (AIDS) and/or any HIV or AIDS related illness.
18. **your** deliberate exposure to exceptional danger (other than in an attempt to save human life).
19. **you** riding or driving in any kind of races or rallies, riding or driving motorised two-wheeled vehicles exceeding 125cc unless as part of an **activity** for which the appropriate premium has been paid and **you** and the passenger are wearing a safety crash helmet and in any event driving motorised vehicles for which the **you** do not hold a full UK driving licence in circumstances requiring that such licence be held.
20. **you** engaging in aerial **activities**;
  - 20.1 unless as part of an **activity** for which the appropriate premium has been paid; or
  - 20.2 aviation other than as a fare-paying passenger in a duly certified passenger carrying aircraft flown in the course of licensed operation for the transportation of passengers by air by a properly licensed crew unless as part of an **activity** for which the appropriate premium has been paid.
21. accidents which happen due to **your** failure to observe the rules or regulations governing the **activity** concerned even if such failure is not linked to the cause of loss or damage (due care and attention).
22. the consequences of **injury** or illness from the use of firearms unless the appropriate premium has been paid.
23. for more than 21 days of **winter sports** during any one **trip** and 31 days in total during the **period of insurance**. These limits are extended to 60 days for Sports Group 3 & Group 4.
24. after the expiry of the **period of insurance** during which **you** reach age 75 years.

# General Definitions

Certain words in this Policy have a specific meaning. They have this specific meaning wherever they appear in this Policy, **schedule** or endorsements and are shown in bold print.

## 1. Activity/ies

Sport/s or leisure undertaken as an amateur and for which the appropriate premium has been paid. Refer to the list of Sports Groups and Activities for their Sports Grouping.

## 2. Complications of Pregnancy and Childbirth

In this policy 'complications of pregnancy and childbirth' will only include the following;

- (i) Toxaemia (toxins in the blood)
- (ii) Gestational hypertension (high blood pressure arising as a result of pregnancy)
- (iii) Pre-eclampsia (where **you** develop high blood pressure, carry abnormal fluid and have protein in **your** urine during the second half of pregnancy)
- (iv) Ectopic pregnancy (a pregnancy that develops outside of the uterus)
- (v) Molar pregnancy or hydatidiform mole (a pregnancy in which a tumour develops from the placental tissue)
- (vi) Post-partum haemorrhage (excessive bleeding following childbirth)
- (vii) Retained placenta membrane (part or all of the placenta is left behind in the uterus after delivery)
- (viii) Placental abruption (part or all of the placenta separates from the wall of the uterus)
- (ix) Hyperemesis gravidarum (excessive vomiting as a result of pregnancy)
- (x) Placenta praevia (when the placenta is in the lower part of the uterus and covers part or all of the cervix)
- (xi) Stillbirth
- (xii) Miscarriage
- (xiii) Emergency Caesarean section
- (xiv) A termination needed for medical reasons
- (xv) Premature birth more than 8 weeks (or 16 weeks if **you** know **you** are having more than one baby) before the expected delivery date

## 3. Country of Residence

Is where an **insured person** is domiciled. Can be either United Kingdom (England, Scotland, Wales, Northern Ireland, the Isle of Man), Channel Islands, BFPO or Republic of Ireland. May also be referred to as Zone 0.

## 4. Employee

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

## 5. Excess

The first amount of each and every loss.

## 6. Hijack

The seizure and control by violence or force of **your** means of transport.

## 7. Injury

A bodily injury resulting from an accident caused by violent, external and visible means and occurring solely and directly and independently of any other cause which occurs at an identifiable time and place within twelve (12) calendar months of the date of the accident. It also extends to exposure resulting from an accident to a conveyance in which **you** were travelling.

## 8. Medical Practitioner

Any suitably qualified medical practitioner registered by the General Medical Council in the United Kingdom (or foreign equivalent); or in respect of dental treatment only, a dental practitioner who is registered with the British Dental Association (or foreign equivalent); other than: an **insured person**, a member of the immediate family of the **insured person** or **your employee**.

## 9. Period of Insurance

The period shown in the **schedule**.

## 10. **Permanent Total Disablement**

Total Disablement which has lasted for twelve (12) consecutive calendar months and entirely prevents **you** from engaging in any occupation for which **you** are suited by education, training or experience for the remainder of **your** their life.

## 11. **Professional**

Any person who derives more than £4,000 pa income from their participation in a sport or activity.

## 12. **Radiation**

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.

## 13. **Relative**

**Your** or **your partner's** parents, brother, sister, children, adopted or fostered children, grandparent, grandchild, step parent, step child, step brother or step sister.

## 14. **Schedule**

The document showing details of **your** cover.

## 15. **Terrorist Activity**

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 a **terrorist activity** can either be acting alone, or on behalf of, or in connection with any organisation(s) or government(s).

## 16. **Trip**

- 16.1 an international journey for which **you** have a valid Travel Insurance policy; or
- 16.2 a journey within **your country of residence** for which **you** have a valid Travel Insurance policy.

## 17. **Utilisation of Biological weapons of mass destruction**

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.

## 18. **Utilisation of Chemical weapons of mass destruction**

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.

## 19. **Utilisation of Nuclear weapons of mass destruction**

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.

## 20. **Valuables**

Jewellery, furs, gold and silver articles, cameras, watches, binoculars, telescopes, photographic equipment, MP3 players, computer and laptop equipment, audio equipment and video equipment.

## 21. **War**

Any activity arising out of or attempt to participate in the use of military force between nations and will include:

- 21.1 hostilities or warlike operations (whether war be declared or not).
- 21.2 invasion, civil war, rebellion, insurrection, revolution.
- 21.3 act of an enemy foreign to **your** nationality, or the country in, or over, which the

- act occurs
- 21.4 civil commotion assuming the proportions of, or amounting to, an uprising.
- 21.5 overthrow of the legally constituted government.
- 21.6 military or usurped power.
- 21.7 explosions of war weapons.
- 21.8 **terrorist activity.**
- 21.9 **utilisation of nuclear, chemical or biological weapons of mass destruction** however these may be distributed or combined.
- 21.10 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.

## 22. **We, Us, Our**

Canopus Underwriting Limited on behalf of Syndicate 4444 at Lloyd's.

## 23. **You, Your, Insured Person(s)**

The person or people named in the **schedule**.

## **Section 1 – Emergency Medical, Repatriation and Other Expenses**

### **WHAT IS COVERED**

**We** will pay up to the sum insured shown in the Schedule of Benefits Table in respect of:

#### **1. Emergency Medical and Repatriation Expenses**

Expenses necessarily incurred outside **your country of residence** as the result of **you** sustaining an **injury** whilst taking part in a Sport / Activity not covered by **your** Travel Insurance:-

- 1.1 **your** medical, hospital and treatment expenses (including additional travel and accommodation expenses).
- 1.2 **your** additional repatriation expenses; including compulsory quarantine.
- 1.3 emergency dental treatment for the immediate relief of pain up to a maximum of £150.
- 1.4 accompanying medical attendants if agreed by prior consultation between **your** attending physicians and **us** or **our** appointed advisors.
- 1.5 Reasonable travel and accommodation expenses of a **relative** or friend (not necessarily an **insured person**) who on medical advice is required to travel to, remain with or escort **you**.

**We** will also pay:

#### **1. Funeral Expenses**

**We** will pay up to £5,000 for the cost of transporting **your** remains or ashes to **your** former **country of residence** if **you** die during the **trip**, and/or the cost of burial or cremation if this takes place in the country abroad where the death occurred provided the total costs do not exceed £5,000.

## **Section 2 – Personal Liability**

### **WHAT IS COVERED**

**We** will indemnify **you** in respect of **your** legal liability for bodily injury to third parties and/or for damage to their property arising from an accident occurring during the period of cover up to but not exceeding the sum insured shown in the Schedule of Benefits Table in respect of any one accident or series of accidents and in all inclusive of associated legal expenses incurred with **our** prior written consent.

It is a condition of cover that **you** shall not admit any liability nor offer agreement to settle any claim without **our** prior written consent.

### **WHAT WE DO NOT COVER**

- 1. the **excess** amount shown in the Schedule of Benefits Table.
- 2. liability for bodily injury to **your employees** or to any member of **your** family or household.

3. liability for damage to property owned by, or in the care, custody or control of, **you** or any member of **your** 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 **you** for the sole purpose of **your** personal occupancy during the **trip**.
4. liability arising directly out of the ownership, possession or use by **you** of any land or buildings 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.
5. Employer's liability.
6. Contractual liability.
7. liability arising out of or incidental to the practice of a profession or occupation or to the supply of goods or services.
8. 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.
9. punitive and exemplary damages in respect of the United States of America or Canada.
10. liability arising directly or indirectly in connection with any fine or penalty.
11. liability for certain activities is excluded. Please refer to the Sports Endorsement table

## Section 3 – Legal Expenses

### WHAT IS COVERED

**We** will pay up to the sum insured shown in the Schedule of Benefits Table in respect of **your** incurred legal expenses in the pursuit of claims for damages against third parties who have caused an **insured person's** death, bodily injury or illness through incidents occurring during the **trip**. **We** shall only be liable for expenses incurred with **our** prior written consent, which will not be unreasonably withheld, but **we** reserve the right to withdraw from the proceedings at any stage and to limit **our** liability to the expenses incurred during the period up to but not beyond the date of such withdrawal.

### WHAT WE DO NOT COVER

1. the **excess** amount shown in the Schedule of Benefits Table.
2. legal expenses incurred without **our** prior written approval.
3. claims against **us** or anyone acting on **our** behalf, or a travel agent, tour operator or carrier.
4. the continued pursuit of any claim where **we** consider **you** do not have a likely prospect of establishing a legal liability against the party being pursued and of recovering charges from such party.
5. legal actions between **insured persons**.
6. legal actions to obtain satisfaction of a judgement or legally binding decision, or legal proceedings brought in more than one country.
7. legal expenses which constitute a valid claim under any other insurance policy beyond **our** rateable share of any claim costs.

## Section 4 – Search and Rescue Fees

### WHAT IS COVERED

**We** will pay up to the sum insured stated in the Schedule of Benefits Table in all in respect of necessary search, rescue and sledge expenses, in mountains and at sea, by official civil and police rescue teams

### WHAT WE DO NOT COVER

1. the **excess** amount shown in the Schedule of Benefits Table.

## Section 5 – Cancellation and Curtailment

### WHAT IS COVERED

**We** will pay **you** the following expenses incurred as the result of any of the specified occurrences below: up to the sum insured shown in the Schedule of Benefits Table in respect of irrecoverable loss of unused travel and accommodation expenses paid in advance or for which there is a contractual liability consequent upon the cancellation or curtailment of the pre-arranged **trip** or, if the **trip** is not cancelled, Specified occurrences:-

- a) **your** death or sustaining an **injury** or becoming seriously ill.

In respect of **curtailment we** will indemnify **you** on a pro rata basis for any irrecoverable cost of the **trip** following **curtailment** for reasons as stated in items a) above. If the **trip** was paid for using Air Miles then **you** will be reimbursed only once a new flight of equivalent value is booked and paid for.

### Vehicle recovery – use of a driver

If **you** are repatriated for medical reasons due to accident or illness and no other person travelling with **you** can drive the vehicle, **we** will organise and pay for an airline ticket (economy class) and/or a train ticket, for a driver, who will be named by **you** and agreed by **us**, to travel to the vehicle to collect it.

### WHAT WE DO NOT COVER

1. the **excess** amount shown in the Schedule of Benefits Table.
3. claims for cancelling or curtailing **your trip** due to any medical condition or set of circumstances known to **you** at the time that the insurance was effected or at the time that the **trip** 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 **trip**.
4. losses outside the extent of the contractual liability.
5. any claim that comes from pregnancy or childbirth, except as provided for under the benefits in section 1 (Emergency Medical, Repatriation and Other Expenses), unless a **medical practitioner** confirms that the claim comes from the **complications of pregnancy or childbirth**.

### CONDITIONS AND LIMITATIONS

**We** shall only be liable:-

1. to the extent of the contractual liability.

### Reciprocal Health Agreements

#### EU, EEA or Switzerland

If **you** are travelling to countries within the European Union (EU), the European Economic Area (AAE) or Switzerland **you** are strongly advised to obtain a European Health Insurance Card (EHIC). If **you** do not already have one **you** can apply by a postal application from **your** local Post Office or online through [www.dh.gov.uk/travellers](http://www.dh.gov.uk/travellers) or by telephoning 0845 606 2030.

This will entitle **you** to benefits from the reciprocal health care arrangements which exist between countries within the EU/EEA or Switzerland.

If **we** agree to pay for a medical expense which has been reduced because **you** have used either a European Health Insurance Card or private health insurance, **we** will not deduct the excess under Section 2 – Emergency Medical, Repatriation and Other Expenses.

#### Australia

If **you** need medical treatment in Australia **you** must enrol with a local MEDICARE office. **You** do not need to enrol when **you** arrive, but **you** must do this after the first occasion **you** receive treatment.

In-patient and out-patient treatment at a public hospital will then be available free of charge. Details of how to enrol and the free treatment available can be found in the Health advice for Travellers booklet available from **your** local Post Office or by visiting either [www.dh.gov.uk/travellers](http://www.dh.gov.uk/travellers) or the MEDICARE website on [www.hic.gov.au](http://www.hic.gov.au).

If **you** are admitted to hospital **you** must contact **our** Medical Assistance company as soon as possible and get their authorisation in respect of any treatment NOT available under MEDICARE.

**24 hour MEDICAL EMERGENCY  
HELPLINE**



**UK Numbers:**

**Telephone: 0845 120 6405**

**Fax: 01992 708 721**

**International Numbers:**

**Telephone: +44 (0) 1992 444 337**

**Fax: +44 (0) 1992 708 721**

**MAKING A CLAIM**



**Claims Telephone number:**

**UK: 0845 120 6407**

**International: +44 (0) 1992 08 708**

**Claims Fax number:**

**UK: 01992 708 721**

**International: +44 (0) 1992 708 721**

**Claims email address:**

**[mail@oneclaims.com](mailto:mail@oneclaims.com)**

**Claims address:**

**One Claims Ltd, One Claims, 1-4 Limes  
Court, Conduit Lane, Hoddesdon, Herts,  
EN11 8EP**



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