



YACHTSMAN'S TRAVEL

Tall Ships Travel

Yachtsman's / Tall Ships Travel

Policy Wording

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Customer Information

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

Many countries have reciprocal healthcare agreements with other 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.

Health advice for travellers to Australia

Medicare is the Australian reciprocal health care agreement that allows citizens of certain countries 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, the **Certificate Schedule**, or in any endorsement applying to it.

Subject to the policy terms and conditions, this policy lasts for either the duration of a single **Trip** or for a year if annual multi-**Trip** cover was selected.

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 the whole document carefully and keep it in a safe place.



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**.

Single Trip

Covers one **Trip** for the period shown in **Your Certificate Schedule** from the time **You** leave **Your Home** or place of employment (whichever is later) and ends when **You** return to **Your Home** or place of employment (whichever is earlier).

Note 1: Cancellation cover operates from the date that a **Trip** was booked or the certificate issue date, whichever is later - providing such **Trip** falls within the **Period of Insurance**.

Annual Multi-Trip

To cover **Trips**;

- with a destination outside **Your Home Country**; or
- within **Your Home Country** if **Your Trip** is outside a 50-mile radius from **Your Home** and at least two nights stay in **Pre-Booked Accommodation**, or where the **Insured Person** is travelling to or from a marina, port or harbour for the purpose of sailing or crewing on any **Sailing Vessel (Private)** or **Sailing Vessel (Commercial)**. The maximum duration of any one **Trip** is shown on your **Certificate Schedule**. Cover operates from the time **You** leave **Your Home** or place of employment (whichever is later) and during the time of the **Trip**, and ends when **You** return to **Your Home** or place of employment (whichever is earlier).

Provided no single **Trip** lasts longer than:

Yachtsman's Bronze	30 days
Yachtsman's Silver	45 days
Yachtsman's Gold	60 days

Plus additional periods as may be endorsed on **Your** policy for which **You** will have paid an additional premium. If the **Trip** is not completed within the above single **Trip** duration due to circumstances outside **Your** control, cover will continue for a maximum of **21** days at no additional premium

If the **Period of Insurance** expires during a **Trip** and your Policy is renewed, cover will continue subject to the terms and conditions contained in the new **Certificate Schedule** unless specifically agreed to the contrary by **Us** in writing. This provision includes any maximum duration period of the **Trip**.

Note 1: Cancellation cover operates from the date that a **Trip** was booked or the start date of the **Period of Insurance**, whichever is later.

We will provide cancellation cover for any **Trip** booked during the **Period of Insurance** until the expiry date of the **Period of Insurance** (even if the **Trip** is not due to commence until after the expiry date). There will be no cover beyond the expiry date of the **Period of Insurance** unless **You** renew **Your** policy.

An adult must accompany any person travelling who is under the age of 18 years at the commencement of the **Trip**, for the entire **Trip**.

Winter Sports – Section 8

See [Section 8](#) for details of the cover provided.

Covers **Winter Sports** activities where **You** have paid the additional premium and it is noted on **Your Certificate Schedule**. Please note, other sections of **Your** policy are valid whilst participating in **Winter Sports** activities, subject to any additional premium being paid, where applicable

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**.

Boat Charter / Car Hire Deposit Insurance – Section 10

See [Section 10](#) for details of the cover provided.

Covers the deposit or **Excess** **You** paid following loss of or theft or damage to a yacht charter/car hire where **You** have paid the additional premium and it is noted on **Your Certificate Schedule**.

Geographical Areas

Area 1 – United Kingdom and Europe

England, Scotland, Wales, Northern Ireland, the Isle of Man, the Channel Islands, Europe including Republic of Ireland, Azores, Canary Islands and Madeira (excluding trips to and from the Arctic unless You have paid a supplementary premium)

Cover only applies if **Your Trip** is outside a 50-mile radius from **Your Home** and at least two (2) nights stay in **Pre-Booked Accommodation**, or where the **Insured Person** is travelling to or from a marina, port or harbour for the purpose of sailing or crewing on any **Sailing Vessel (Private) and Sailing Vessel (Commercial)**.

Area 2 - Worldwide excluding USA, Canada, the Caribbean, Arctic and Antarctic

Anywhere in the world (excluding **Trips** to and from the USA, Canada, the Caribbean, Arctic and Antarctic unless **You** have paid a supplementary premium and it is noted on **Your Certificate Schedule**). Area 2 cover includes transit through the USA/Canada, subject to **You** not leaving the airport after arrival in USA/Canada, unless **You** are staying in a hotel situated within one (1) mile of the airport for a duration of no more than one (1) night's stay.

Optional Areas

USA, Canada and the Caribbean

The contiguous United States, Alaska, Hawaii, Canada, the Caribbean Sea and surrounding Islands, but excluding any other off-shore US territories.

Transit through the USA/Canada to continue on to **Your** destination outside the USA/Canada is covered at no additional premium, subject to **You** not leaving the airport after arrival in USA/Canada, unless **You** are staying in a hotel situated within one (1) mile of the airport for a duration of no more than one (1) night's stay.

Arctic

Any area within the Arctic Circle. Please note that this extension is not required if **Your** travel is within territorial waters of Norway, but if you are travelling to or around Jan Mayen, Bjornoya, Hopen, Svalbard, Kong Karls Land or Kvitoya, you must pay the relevant additional premium. A map is available on request.

Antarctic

Any area within the Antarctic Circle, extended to include travel to South Sandwich Islands, South Orkney Islands, South Shetland Islands or the Antarctic Peninsula

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 if you require medical care or have an Emergency

Contact the **Emergency** 24-hour service:

Tel: **+44 (0) 20 4572 0490**

Email: help@robinassist.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 all other claims

Contact **Our** claims handlers:

Log a new claim online: <https://claims.robinassist.com/policy-lookup/>

Tel: +44 (0) 203 807 0468

E-mail: claims@robinassist.com

Receiving Documents and Renewal Notice Electronically

We will provide all documentation electronically (by email or online) unless **You** specifically request hard copies of documentation (by post).

This will include this document which clearly sets out the understanding of receiving electronic documentation prior to **You** making a decision to apply for this insurance.

Other documents such as the **Certificate Schedule**, Endorsements, Renewal Notice or Renewal Schedules will be sent to **You** electronically (by email).

Any documents or notice (including renewal notice) sent to **You** by email will be considered to have been received by **You** 24 hours from the time **We** sent them to **Your** email address and it is **Your** responsibility to inform us as soon as possible of any changes to the email address (and/or mailing address, where applicable).

How to Renew

When **Your** Annual policy is due for renewal, **We** will try to contact **You** at least 21 days before the period of insurance ends to discuss your requirements. Where possible, we will provide you with a quote inclusive of your next year's premium and policy terms and conditions.

If **You** do not want to renew this policy, please contact us or **Your** broker before the renewal date. Occasionally, **We** may not be able to offer to renew **Your** policy. If this happens, **We** or **Your** broker will contact **You** before the expiry of **Your** policy to allow enough time for **You** to make alternative insurance arrangements.

Schedule of Benefits £

The proportion of any costs for a travelling companion not insured on this policy is not claimable. This applies even if the **Trip** was paid for by **You**. This exclusion shall not apply to Section 9) Boat Charter Bond /Car hire Excess if a supplementary premium has been paid and is noted on **Your Certificate Schedule**.

Geographical Area :		Refer to Your Certificate Schedule			
Type of Policy		ANNUAL TRIP			SINGLE TRIP
YACHTSMAN'S / TALL SHIPS		GOLD	SILVER	BRONZE	SINGLE
Excess Sections 1, 2, 4, 5, 6(2), 8, 9, 10 Long-Term Trip Excess (See definition)		£100	£100	£100	£100
		£200	£200	£200	£200
Maximum Duration any one Trip		60 days unless extended on schedule	45 days	30 days	Various
1	Cancellation & Disruption Re-joining the boat Crew replacement	£5,000 £3,000 £3,000	£3,750 Excluded Excluded	£2,500 Excluded Excluded	£3,000 Excluded Excluded
2	Medical, Repatriation and other Expenses Hospital Inconvenience (£25/day) Funeral Expenses Search and Rescue	£5,000,000 £1,500 £5,000 £25,000	£5,000,000 £1,500 £5,000 £15,000	£5,000,000 £1,500 £5,000 Excluded	£5,000,000 £1,500 £5,000 £15,000
3	Personal Accident (reduced by 50% in UK) 1. Accidental Death 2. Loss of one limb or one eye 3. Loss of two limbs or both eyes or one limb and one eye 4. Permanent Total Disablement Restrictions apply to persons aged under 16 and over 70 yrs. Please refer to page 13 for further details.	} £50,000	} £30,000	} £10,000	} £20,000
4	Baggage and Property Any one item Delayed Baggage	£3,000 £500 £100	£2,500 £350 £100	£1,000 £250 £100	£1,500 £350 £100
5	Money Travel Documents and Credit Cards	£1,250	£1,000	£750	£750
6	1. Legal Expenses 2. Personal Liability	£25,000 £2,000,000	£25,000 £2,000,000	£25,000 £2,000,000	£25,000 £2,000,000
7	Hi-jack and kidnap (£50 per day)	£1,500	£1,250	£1,000	£1,000
8	Winter Sports Equipment Hire (£25 per day) Ski Equipment Lift pass Piste Closure (£25 per day) Avalanche Cover	Excluded unless supplement paid £250 £500 £200 £250 £250	Excluded unless supplement paid £250 £500 £200 £250 £250	Excluded unless supplement paid £250 £500 £200 £250 £250	Excluded unless supplement paid £250 £500 £200 £250 £250
9	Business Cover Business Equipment Business documents and records Business Money Replacement Staff	Included £1,000 £100 £500 £2,500	Included £1,000 £100 £500 £2,500	Included £1,000 £100 £500 £2,500	Excluded unless supplement paid £1,000 £100 £500 £2,500
10	Boat Charter/Car Hire Deposit Insurance – See Section 10 for details.	Excluded unless supplement paid	Excluded unless supplement paid	Excluded unless supplement paid	Excluded unless supplement paid

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Section 1 – Cancellation and disruption

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 8](#) 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 8](#) 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 other 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) placed under **Quarantine**;
 - (ii) called for witness or jury service;
 - (iii) made redundant;
 - (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 Home Country** 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 **Sailing Vessel (Private) and Sailing Vessel (Commercial)**.
- f) Where the **Sailing Vessel (Private) and Sailing Vessel (Commercial)** that **You** are sailing in is stolen, incurs actual or constructive total loss, or requires repairs that are likely to render the **Sailing Vessel (Private) and Sailing Vessel (Commercial)** unusable or 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 Home Country** 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 pre-booked **Publicly Licensed Transport** vehicle, 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 the **Your Home Country** due to the **Sailing Vessel (Private) and Sailing Vessel (Commercial)** 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 **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 (Only applicable in respect of the Yachtsman's / Tall Ships Gold Certificate).

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 the **Sailing Vessel (Private)** in which **You** were due to travel on; or
- b) If, following medical advice, **You** cannot travel and **Your Sailing Vessel (Private)** requires urgent attention or necessary movement, we will pay up to £1,500 for reasonable costs incurred in providing a representative for **You** to attend to the **Sailing Vessel (Private)** that **You** were due to travel on.

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 8](#), 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.
9. Any claim arising from changes to the travel advice and guidance of the Government in **Your Home Country**.

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 Home Country**.

Please note that the General Exclusions on pages 19 and 20 apply in every case

Section 2 – Emergency medical, repatriation and other expenses

We will pay up to the amount shown in the [Schedule of Benefits on page 8](#) in respect of:

1. Emergency medical and repatriation expenses

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

- 1.1 Medical, hospital and treatment expenses (including compulsory Quarantine, 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 Home Country

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

- 2.1 The death, serious illness or serious **Injury** of a **Relative** or a business colleague which requires a return to **Your Home Country**.
- 2.2 Burglary or major damage at **Your Home** or usual place of business in **Your Home Country**.
- 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

We will pay the amount shown in the [Schedule of Benefits on page 8](#), up to the maximum amount for each completed 24-hour period that **You** spend as a hospital in-patient outside **Your Home Country** as the result of **You** sustaining an **Injury** or becoming ill during the **Trip**.

4. Funeral expenses

We will pay up to the amount shown in the [Schedule of Benefits on page 8](#) for the cost of transporting **Your** ashes or remains to **Your Home Country** 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. Search and Rescue

We will pay up to the amount shown in the [Schedule of Benefits on page 8](#) for necessary search and rescue expenses by official civil and police rescue teams. Please note this does not cover medical evacuation, which is included under Section 2) 1.6.

6. Mooring Fees

We will pay up to £750 for mooring fees for **Your Sailing Vessel (Private)**, when away from **Your Home Country**, that are incurred due to **Your** Injury or illness if, on medical advice, this is precluding **You** from continuing **Your Trip**.

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.
2. Whilst in **Your Home Country**, cover under this section is limited to **Your** additional travel and accommodation expenses and the additional travel and accommodation expenses of a **Relative** or friend who, on medical advice is required to travel with, remain with or escort **You**. There is no cover for medical expenses within **Your Home Country**.
3. **Trips** to the USA are covered under this section providing providing the additional premium has been paid and this is noted on **Your Certificate Schedule** and **You** or an **Insured Person** do not exceed a total of 89 days in the USA during any one continuous period of 365 days. If **You** or an **Insured Person** would spend more than 89 days in the USA during any one continuous period of 365 days it is **Your** responsibility to arrange the appropriate cover for medical expenses from an appropriately licenced insurer within the USA.

What is not covered

We will not provide any cover for:

1. The **Excess** amount shown in the [Schedule of Benefits on page 8](#).

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2. The cost of any medication, consultation or treatment, or any associated expenses which **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 Home Country**, 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.
9. In respect of **Long Term Secondment**, the following additional exclusions apply:
 - a) Any condition from which **You** are known to be suffering from and/or for which **You** have received professional treatment or consultation during the 24 months preceding the date of the incident
 - b) Sexually transmitted diseases.
 - c) Progressive or congenital disorders or corrective disorders which were known to exist at the cover commencing date.
 - d) All costs relating to pregnancy or childbirth or resultant sickness or illness.
 - e) The first £200 of each and every claim.

Please note that the General Exclusions on pages 19 and 20 apply in every case

Section 3 – Personal Accident

We will pay the amount shown in the [Schedule of Benefits on page 8](#) if **You** sustain an **Injury** during a **Trip** which results in death or disablement.

Important

It is important to understand that in some instances **Your** benefits will be reduced. These circumstances are:

1. Where travel is within **Your Home Country**, benefits under this section are reduced by 50%.
2. Accidental Death Benefits for **Insured Persons** under the age of 16 years is limited to £2,500 and all other benefits reduced by 50%.
3. Benefits 2 (loss of one limb or one eye) and 3 (loss of two limbs or both eyes or one limb and one eye) are reduced by 50% and Benefit 4 (**Permanent Total Disablement**) is deleted for **Insured Persons** 70 years of age and over.
4. There is no cover for **Insured Persons** 75 years of age and over under this section.

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 8](#).
2. **We** will only make payment under one item in section 3 of the [Schedule of Benefits on page 8](#) 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 8](#), 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:

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- 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.

Please note that the General Exclusions on pages 19 and 20 apply in every case

Section 4 – Baggage and Property

1. Baggage and Property

We will pay up to the amount shown in the [Schedule of Benefits on page 8](#) 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 8](#) 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. The **Excess** amount shown in the [Schedule of Benefits on page 8](#), except in respect of Delayed Baggage.
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, theft or damage to vehicles or **Sailing Vessels (Private)** and **Sailing Vessels (Commercial)**, their accessories or spare parts.
13. Loss, theft or damage to or of an unmanned aerial vehicle, drone or any remotely controlled aircraft, watercraft or vehicle of any type.

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 8](#). This limit applies to both **Valuables** and **Property**.
4. Where possible, Baggage & **Property** that is in use whilst sailing must be secured or attached to either the **Sailing Vessel (Private)** and **Sailing Vessel (Commercial)** or an **Insured Person**. This includes items such as glasses, sunglasses, mobile phones and electronic devices.

Please note that the General Exclusions on pages 19 and 20 apply in every case

Section 5 – Money, travel documents and credit cards

We will pay up to the amount shown in the [Schedule of Benefits on page 8](#) 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.

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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 8](#).
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.
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.

Please note that the General Exclusions on pages 19 and 20 apply in every case

Section 6 – Legal Expenses and Personal Liability

1. Legal expenses

We will pay up to the amount shown in the [Schedule of Benefits on page 8](#) 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:

1. Legal expenses incurred without **Our** prior written approval.
2. Claims against **Us** or anyone acting on **Our** behalf, a travel agent, tour operator or carrier.
3. 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.
4. Legal action between **You** and any other person insured under this insurance.
5. Legal action to obtain satisfaction of a judgement or a legally binding decision, or legal proceedings brought in more than one country.
6. 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

We will pay up to the amount shown in the [Schedule of Benefits on page 8](#) 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 waterborne vessels

Cover is solely in respect of **Your** personal legal liability to a third party for death, **Injury** or damage to **Property** whilst on board a **Sailing Vessel (Private)** or **Sailing Vessel (Commercial)** and excludes where such death, **Injury** or damage to **Property** was caused by the actions of the **Sailing Vessel (Private)** or **Sailing Vessel (Commercial)** in which **You** were travelling.

What is not covered

We will not provide any cover for:

1. The **Excess** amount shown in the [Schedule of Benefits on page 8](#).
2. Any liability for **Injury** to **Your Employees, Relatives** or household members.

3. 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**.
4. Liability arising out of ownership, possession, custody or use of any:
 - (i) sailing vessels (see Conditions and Limitations)
 - (ii) aircraft
 - (iii) mechanically propelled vehicle (other than golf buggies) or horse drawn vehicle
 - (iv) Caravan or vehicular trailer
 - (v) firearm
 - (vi) animal (other than horses hired for hacking only)
 - (vii) land, building or permanently or seasonally sited property of any kind.
 - (viii) unmanned aerial vehicle or drone, or any remotely controlled aircraft, watercraft or vehicle of any type
5. Any loss, damage, liability, cost or expense caused deliberately or accidentally by:
 - (i) the use of, or inability to, use any application, software, or programme in connection with any electronic equipment (for example a computer, smartphone, tablet or internet-capable electronic device)
 - (ii) any computer virus
 - (iii) any computer related hoax relating to a) and/or b) above

Please note that the General Exclusions on pages 19 and 20 apply in every case

Section 7 – Hijack and Kidnap

We will pay up to the amount shown in the [Schedule of Benefits on page 8](#) for each complete day, up to the maximum amount, for any costs and expenses incurred as a direct consequence of **You** being a victim of a **Hijack** or kidnapping during a **Trip**.

Please note that the General Exclusions on pages 19 and 20 apply in every case

Section 8 – Winter sports

NOTE: Section 8 only applies if You have paid an additional supplement and this is shown on Your Certificate Schedule. Cover is provided for up to 30 days 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 8](#), up to the maximum sum insured, 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 8](#) 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 8](#) 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 8](#), 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 8](#) 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 8](#).
- 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 8](#).

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 8](#).
- 5.2 Any costs incurred at ski resorts less than 1,000 metres above sea level.

Please note that the General Exclusions on pages 19 and 20 apply in every case

Section 9 – Business supplement cover

NOTE: Section 9 only applies if **You** have purchased an Annual Bronze/Silver/Gold Multi-Trip Certificate or have paid a supplement under the Single **Trip** Certificate.

To cover **You** whilst involved in non-**Manual Labour** business occupations and other non-**Manual Labour** associated marine trades.

1. Business equipment

We will pay up to the amount shown in the [Schedule of Benefits on page 8](#) for the cost of repairing or replacing any **Business Equipment** 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 8](#) 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 8](#) 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 8](#) 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 8](#).
- 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 (Private & Commercial)**.
- 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 8](#).
- 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 8](#).
- 4.2 Any expenses that **You** have paid before the commencement of a **Trip**.

Please note that the General Exclusions on pages 19 and 20 apply in every case

Section 10 – Boat Charter / Car Hire Deposit Insurance

NOTE: Section 10 only applies if **You** have paid an additional supplement and this is shown on **Your Certificate Schedule**.

If **You** sustain loss of, theft of or damage to a chartered boat or hired car obtained under a recognised charter or hire agreement, **We** shall indemnify **You** up to the amount shown on the **Certificate Schedule**.

Cover is limited to the monetary amount **You** are legally liable to pay as an **Excess** or deductible or deposit as per the charter or hire agreement.

Conditions and limitations

We will not pay a claim unless **You** have complied with all requirements of the charter or hire agreement and the chartered boat or hired car insurance policy or any other insurance applicable to **You** under which **You** are claiming in respect of loss of or theft of or damage to the chartered boat or hired car.

What is not covered

We will not provide any cover for:

1. The **Excess** amount shown in the [Schedule of Benefits on page 8](#).
2. Any loss of or damage to a boat or car caused deliberately by **You**.
3. Any loss of or damage to a boat or car arising out of wear and tear, gradual deterioration, mechanical or electrical failure not attributable to accidental damage and damage that existed at the commencement of the period of charter or hire.
4. Any loss of or damage to a boat or car due to a violation of the terms of the charter or hire agreement.
5. When sail racing, the excess amount is equal to 25% of the total claim payable, subject to a minimum of £120.

Please note that the General Exclusions on pages 19 and 20 apply in every case

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.

Activities and sports marked with an † are subject to:

This policy covers conventional scuba diving only

If **You** hold a current qualification from a **Diving Association**, **You** must follow the relevant Association, Club or Confederation rules, guidelines and recommendations at all times

You are restricted to **Your** current qualification limitations including up to the depth you are trained but at no time exceeding 30m, unless taking part in a recognised course from a **Diving Association** registered school or club that **You** have previously enrolled and under the constant supervision of the properly licensed diving instructor following their rules and instructions at all times and at no time exceeding 30m depth.

If **You** do not hold a recognised qualification, **You** must only dive whilst taking part in a recognised course from a **Diving Association** registered school or club that **You** have previously enrolled and under the constant supervision of a properly licensed diving Instructor following their rules and instructions at all times and not exceeding 12m depth.

This insurance does not cover: Any unaccompanied dive, any dive in overhead environments, any dive for gain or reward, solo diving, cave diving, wreck diving, any dive which takes **You** deeper than **Your** current qualification limits, or any dive deeper than 30 metres under any circumstances.

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

Abseiling	Fell running & walking	Mountain biking (no racing)	Softball
Aerobics	Fencing	Netball	Sphering
Angling	Fishing	Organised safari (without guns) *	Squash
Archery *	Flying	Orienteering	Stand up paddleboarding
Assault course	Football	Paintballing	Surfing
Athletics	Gliding	Parasailing *	Swimming
Badminton	Go karting *	Passenger sledge	Table tennis
Banana boat rides	Golf	Pedaloos	Tall Ships Sailing (within and outside territorial waters) #
Baseball	Gymnastics	Polo	Tennis
Basketball	Handball	Pony trekking	Ten pin bowling
Beach games	Heptathlon	Powerboating (within and outside territorial waters) #	Tree trekking
Bowling	Hiking	Quad biking *	Trekking (up to 4,000m)
Bowls	Hockey	Racket ball	Volleyball
Breathing observation submersible scooter *	Horse riding & trekking (exclusing racing, jumping and eventing) *	Rambling	Wake boarding
Bungee jumping	Hot air ballooning *	Roller skating (including blading)	Walking
Camel riding *	Hovercraft *	Rounders	Water polo
Canoeing & rowing (within territorial waters) #	Ice skating	Rowing	Waterskiing
Clay pigeon shooting	Inner tubing	Running (non-competitive)	Whale watching
Climbing wall (in or outdoor)	Jet boating (excluding racing) *	Sand yachting	White water rafting (up to grade 4 only) *
Cricket	Jet skiing (excluding racing) *	Scuba diving †	Windsurfing
Curling	Jungle surfing	Sea canoeing	Yachting (including yacht racing and crewing within and outside territorial waters. This policy does not cover participation in, or any training for, Clipper events) #
Cycling	Kayaking (up to grade 2 only)	Skateboarding	Zorbing
Deep sea fishing	Kite buggying	Sledging	
Dinghy sailing (within territorial waters) #	Kite Surfing	Snorkelling	
	Mopeds or motor scooters (125cc and under) *		

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General Exclusions

The following exclusions apply to the whole of this insurance.

- Any **Trip** which **You** book or commence:-
 - Against medical advice;
 - To obtain medical treatment;
 - After a terminal prognosis has been made.
 - With the knowledge that **You** or any person on whose health the **Trip** may depend, have ever had a cardiovascular event or any other heart condition, hypertension, mental or psychological conditions, cancer, any growth or form of malignancy or any cerebrovascular problems that had occurred within the 5 years prior to the commencement of cover under this **Certificate Schedule** and/or prior to any **Trip**.
- The proportion of any costs for a travelling companion not insured on this policy is not claimable. This applies even if the **Trip** was paid for by **You**. This exclusion shall not apply to Section 9) Boat Charter Bond /Car hire Excess if a supplementary premium has been paid and is noted on **Your Certificate Schedule**.
- 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

- You** being aware of any medical condition which 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.
- Any claims whilst **You** are taking part in operational duties as a member of the armed forces.
- Any claims whilst **You** are participating in **Professional Sport**.
- Any **Trip** undertaken by **Dependent Children** unless accompanied by an adult at all times.
- Any claims resulting from any condition caused, prolonged or aggravated by any psychiatric, mental or nervous disorder (including stress, anxiety or depression) suffered by **You**.
- 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.
- Any claim caused by **You** 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**.
- 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).

11. 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.
12. Taking part in **Manual Labour** or in any sport or activity not shown in the Activity and Sports List on page 13, or working aboard a boat as full time crew or part time contracted crew.
13. 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.
14. **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.
15. 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.
16. Any claims whilst **You** or an **Insured Person** is flying other than as a passenger in an aircraft licenced to carry passengers.
17. 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**.
18. Participation in, or any training for Clipper events.
19. Travelling against the current travel advice and guidance of the Government in **Your Home Country**.
20. Any claims or expenses incurred due to a pandemic or an epidemic or any threat thereof, or arising from a global health Emergency that has been declared by the World Health Organisation.
21. 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.

Extension of cover

If **You** have not returned to **Your Home Country** before the end of a **Trip** for reasons beyond **Your** control, this insurance will remain in force for a further 21 days or until **You** return, whichever is the earlier, without additional premium. A pro-rata additional premium will apply in the event of any claim.

In the event of **You** being **Hijacked**, cover will continue while **You** are subject to the control of the person(s) or their associates making the **Hijack** and during travel direct to **Your Home Country** and/or original destination, up to a maximum of twelve months from the date of the **Hijack**.

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 the Schedule of Benefits.

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
Lytchett House, 13 Freeland Park
Wareham Road, Poole
Dorset
BH16 6FA

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

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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.

Please note that Topsail may charge an administration fee. Please refer to Topsail's Terms of Business Agreement.

Claims Conditions

You must comply with the following conditions (in addition to the [General conditions](#) on page 20), 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. **You** must give **Us** any information or assistance that **We** require to secure **Our** rights.

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: Topsail Insurance Ltd, Lytchett House
13 Freeland Park, Wareham Road, Poole
Dorset, BH16 6FA
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

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.

Taxes

There may be circumstances where taxes may be due that are not paid via **Us**. If this occurs then it is **Your** responsibility to ensure that these are paid direct to the appropriate authority.

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 Privacy Notice

Your information has been, or will be, collected or received by MS Amlin plc. We will manage personal data in accordance with data protection law and data protection principles. We require personal data in order to provide good-quality insurance and ancillary services and will collect the personal data required to do this. This may be personal information such as name, address, contact details, identification details, financial information and risk details. The full Data Privacy Notice can be found on www.msamlin.com/en/site-services/data-privacy-notice.html. A paper copy of the Data Privacy Notice can be obtained by contacting the Data Protection Officer by email (dataprotectionofficer@msamlin.com) or at the below address:

Data Protection Officer, MS Amlin plc, The Leadenhall Building, 122 Leadenhall Street, London, EC3V 4AG
Sanctions Limitation and Exclusion Clause

Sanctions Suspension Clause

It is a condition of this (re)insurance, and the (re)insured agrees, that the provision of any cover, the payment of any claim and the provision of any benefit hereunder shall be suspended, to the extent that the provision of such cover, payment of such claim or provision of such benefit by the (re)insurer would expose that (re)insurer to any sanction, prohibition or restriction under any:

- a. United Nations' resolution(s); or
- b. the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Such suspension shall continue until such time as the (re)insurer would no longer be exposed to any such sanction, prohibition or restriction.

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 **policy**. If **You** were entitled to compensation from the Scheme, the level and extent of the compensation would depend on the nature of this insurance. Further information about the Scheme is available from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St. Boltroph 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

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.

Business equipment

Any business equipment, trade samples or articles which belong to **You** and are in **Your** care, custody or control 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).
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.

Dependent child(ren)

All children under the age of 18, who normally reside with and are travelling with an adult.

Emergency

A sudden, urgent and unexpected occurrence or occasion requiring immediate action or attention.

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, the **United Kingdom** and Vatican City.

Excess

The amount that **You** must pay towards each and every loss. This is payable by each **Insured Person**.

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 Home Country**.

Home Country

The place in which **You** reside permanently and where you would be repatriated to, in the event of a claim.

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.

Insured Person

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

Long Term Secondment

A **Trip** with a duration of 6 months or more.

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 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); 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.

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

Injury which entirely prevents **You** from attending to any business or occupation for which **You** are reasonably suited by training, education or experience. Occupation means any trade, profession or type of work undertaken for profit or pay. It is not a specific job with a particular employer and does not take account of location or availability. A **Medical Practitioner** must reasonably expect that the disability will last at least twelve months and be beyond any hope of improvement.

Pre-booked Accommodation

Any commercially run premises that **You** have booked in advance and where a fee is charged.

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.

Quarantine

A period of isolation that **You** are required to undertake on the direct medical advice of a **Medical Practitioner** following your actual or potential exposure to a communicable disease.

Relative

You, Your **Partner**, Your **Dependent Children**, **Your** or **Your Partner's** parents, brother, sister, son, daughter, adopted or fostered children, grandparent, grandchild, step parent, step child, step brother or step sister.

Sailing Vessel (Private)

A sailing vessel which is owned privately and is being used by **You** at no charge, with permission of the owner.

Sailing Vessel (Commercial)

A sailing vessel that offers berths for hire or carries passengers at a charge, or is available for charter.

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.

Trip

A holiday, and if Section 9 is purchased or included a non-**Manual Labour** business **Trip**, which commences and ends in **Your Home Country**.

If **You** have a Single Trip policy, cover under section 1) Cancellation and Disruption commences at the time **You** book the **Trip** or the date the Certificate is issued and the premium paid, whichever is the latter.

If **You** have an Annual Multi-Trip policy, cover under Section 1) Cancellation & Disruption commences at the time **You** book the **Trip** during the **Period of Insurance**, or from the chosen start date of the policy shown on your **Certificate Schedule**, whichever is later.

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.

The 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 minidiscs), 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.

We, us, our

Lloyd's Syndicate 2001 managed by MS Amlin Underwriting Limited. MS Amlin Underwriting Limited is an appointed representative of MS Amlin Underwriting Limited.

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**.