



**SPOSC Committee Meeting  
The Cricketers Public House Berwick  
19.00hrs Tuesday 20<sup>th</sup> October 2015.**

**Minutes.**

1. **Present.** Owen Poplett - Chair ( OP ), Alwyn Evans - Treasurer ( AE ), Richard Bate – Temp Ass Sec ( RB ), Dusty Miller – Web Author ( DM ), Anne Darling – Vice Chair ( AD ), Colin Jaques ( CJ ), Graham Castel ( GC ).

**Apologies.** Freya Carter, Dave Frey, Alain Jacquet

2. **Minutes of last meeting** were agreed, with thanks to Dusty and Alwyn for producing them. (Minutes Page 5 to 11 below)

No 3 – Action for AJ to be added to the Bank Account. This now needs to be amended given AJ's departure to BTP

Minutes

3. **Resignation of Officers** – Commodore – Dusty Miller, Secretary – Dave Frey Freya Carter – Area Rep. (Note Letters/E mails attached – Page 12 below)

**Action:** Chair to send a letter of thanks to DF for his time as Secretary

**Action:** Richard Bates elected as temporary secretary pending next AGM

4. **Financial update**

Current financial position is relatively good.

Racing account now merged into cruising account, they will be run as a single account.

There is currently a slightly higher balance due to the PSUK and other charters that have been cancelled. However, this will largely be off-set against trips planned for 2016.

OP – Asked about training bursaries. Noted that £100 would be available for SPOSC arranged RYA practical course.

AE - Asked how we can ensure that those who receive the bursary go on to contribute to the club.

GC – Need to ask why we are doing this.

OP - It is about investing in future skippers.

GC - Do we need to attach caveats if the numbers applying are low?

RB – We need clear messages around the pathway through training and signpost courses that are not being arranged by SPOSC.

RB – We have lots of qualified day skippers, but few who put themselves forward as club skippers.

AE – We should use trips such as Frostbite to provide shorter skippering trips with an experienced mentor.

DM – We should ask skippers why they are not coming forward and are there any incentive(s) that would entice Skippers to come forward to Skipper one of our charters

AE – Proposed running Frostbite as a mentoring event. We can afford to put as many boats out as we need.

**Action:** OP to email existing club skippers to ask why they are not coming forward and are there any incentives that would entice them to skipper a SPOSC charter

**Action:** OP to email club skippers and invite them to skipper a frostbite charter with a mentor.

**Note** - AE - There is an expectation that new skippers will be First Mate on a club trip before the committee will authorise them to skipper a SPOSC charter.

**Decision:** Committee agreed.

**5. Proposal to consider merging SPOSC and SPDSC – benefits and risks**

DM: presented proposal to merge the two clubs. Dinghies offer a key pathway into off-shore sailing. Having two separate clubs makes no sense.

(Apathy about sailing and membership detailed – Page 13 below)

OP: Both sections currently pay for own public liability insurance, so combining should be cheaper.

Risk of merging leads to a reduction in club grants.

AE - agreed.

**Decision:** Committee voted 5 to 2 against taking the proposal forward.

**6. AGM – Date Location, Circ new rules, Circ officers of the club.**

AE is no longer a member of Sussex Yacht Club so that venue is not available to us.

AE – What about upstairs at the John Harvey tavern.

AD – There is a conference room at Lewes Police Station.

**Action:** AD to make enquiry with the John Harvey Tavern

**Action:** OP to find out about Conference room at Lewes Police Station.

Proposed date – Monday 1st February 2016.

SPOSC Committee pre-meet @ 18:30

SPOSC AGM @ 19:30

**Action:** OP to circulate time/date/location (once confirmed).

**Action:** AGM time table –

Officer posts that will be up for re-election will be circulated to membership not less than 45 days prior to the AGM

Officer nominations, to be received by the Secretary not less than 31 days prior to AGM.

Secretary to circulate date/time/location of the AGM together with the names of those who have been nominated for election to the membership not less than 21 days prior to AGM.

## 7. Yacht/Race Insurance

DM - Attended the boat show and made enquiries with Top Sail about racing insurance. Full details attached.

(Top Sail Insurance detailed – Page 14 to 42 below)

**Action:** DM to raise query around 25% of claim excess with Top Sail

**Update** – Enquiries with TopSail - .... clarification as regards this policy relating to your e-mail below that outlines

*“Additionally, we offer an Excess Waiver product, for people chartering a vessel. The cost of this for example a £3,000.00 deposit would be £300.00. This means that in the event of the company not refunding your security deposit, we will refund the deposit for you. The cost of this for your £3,000.00 deposit would be £300.00”*

Outlined in the Schedule of Benefits Table at item 10 is – *Yacht Charter Excess Waiver.....Excess in respect of yacht charter racing is 25% of the claim subject to a minimum of £120...so does this mean if any damage is caused to the yacht whilst **racing** the policy will only pay 75% of the claim?*

Reply - Correct

## 8. Racing 2016 – (E mail to members detailed on Page 43 below)

Discussion regarding Fire Service Challenge, Round The Island, The Worlds.

AE: We have previously competed in the Worlds and applied for additional grant and sponsorship to off-set the cost. (Details on Page 44 below)

**Decision:** No boat to be entered into the Worlds as felt to be cost prohibitive, but feedback to be given to national committee that we would enter the PSUK next year if again hosted in the UK.

North British Police Sailing – (Details page 45 below)

**Decision:** After a discussion it was agreed that SPOSC would not enter this race due to the lack of available charter boats.

Fire-fighters Challenge –

**Decision:** Agreed that this was a good competition last year and all those who took part enjoyed the racing which was well organised. AE put himself forward to skipper which the committee agreed. If there was sufficient interest, a second boat should be considered.

**Action:** AE: To email out to members asking for expressions of interest.

Round the Island – No Sunsail boats available. Only boats available would be skippered. Committee agreed that SPOSC would not enter Round The Island 2016.

Royal Escape – Would require at least a coastal yacht-master to skipper but would not need to be a race skipper as it is more of a passage trip. There are yacht charters available from Brighton, or enquiries could be made with Solent based charter companies.

**Action:** OP to circulate email for expressions of interest.

## 9. Cruising 2016 - (E mail to members detailed on Page 43 below)

**Frostbite 6<sup>th</sup> March** – OP happy to organise again unless someone else particularly wanted to take over.

GC - Offered up as skipper for full week (Providing at least one other day skipper on board).

DM – Will skipper a boat for the week.

AE – Needs to check dates, but might also be able to run a week as a course (or just a social)

**Passage trip in May** – Frank Hooper has agreed to organise/select dates.

**Owners rally** – Too few owners willing to take part. If there was the interest from members consideration to be given to chartering another boat

**Long Passage Trip** in September/October – AE happy to organise and to consider cross channel.

**Solent Autumn** trip if we can secure skippers

## 10. Training 2016

April – AE to look at dates. Could run as coastal yacht-master course or offshore prep week with comp crew. Would consider further course in the Autumn if interest was sufficient.

## 11. AOB

(a) Need to raise lack of volunteer skippers at AGM.

(b) Committee has no objection to AJ becoming an associate member should he make such a request.

**SPOSC Committee Meeting**  
**Cricketers, Berwick – 1900hrs Monday 20<sup>th</sup> April 2015.**

**Present:** Owen Poplett (OP), Alwyn Evans(AE), Dusty Miller(DM), Graeme Castell(GC), Colin Jaques (CJ).

**Apologies:** Alain Jacquet, Dave Frey, Freya Carter, Anne Darling.

**1. SPOSC Proposed rule change**

AE - For the first time since SPOSC produced its original Club Rules in 1996, I would like to propose a reforming of the Committee Titles, Roles & Responsibilities, to bring the Club up to date and to mirror virtually all other sailing clubs I have experienced or researched on the Internet.

When SPOSC first originated in the 1980's it was fashionable to have a 'father figure' to represent each sports section of the SPSA. Barry Rutherford & Liz Neville were just two Honouree 'ex officio' who fulfilled this prestigious role of being the Commodore and sailed regularly with the Club on Cross Channel passages.

As senior officers of the Club retired from both police and SPOSC Committee, the Club honoured them by inviting them to be the Commodore, acknowledging their esteemed service to the Club or sailing achievements of crossing the Atlantic or similar.

With a changing SPOSC profile of members this is really no longer the case and the Committee could be 'updated & modernised'

Currently, although there is an active SPOSC membership, not all members want the responsibility or can spare the time to be a committed Committee member.

This has been evident at the AGM's where over many years we have a membership of about 80 - 100 members, less than 20 attend the AGM the majority of whom are retirees, we receive only a handful of apologies (usually from retired members) and there is only 1 - 2 serving Police Staff members who attend.

The current Committee profile is further evidence of this with more retired than serving police staff.

Committee members are becoming a 'rare breed' and with the current trend, appear to be even more so and concerning for future years.

With this in mind, for the future continuance of SPOSC it is important that our Club members can **first** fill the required Committee roles for the Club to legally function and then consider other '**auxiliary**' positions as being undertaken either by a Committee or non-Committee member.

SPOSC needs a Committee structure that is robust to withstand the departure of any member and can maintain and recruit from its member's replacements to fulfil the required General Committee Officer roles. This proposal would modernise the Committee, personalise the structure to SPOSC, standardise and ensure future sustainability and continuance of the Club and a Committee.

The proposed changes are not extensive or organisation changing, but for the first time defines individual Roles and Responsibilities along with a more streamlined and less confusing 'Committee Officer' structure.

After discussing this proposed reform amongst the Committee, I would propose circulating to SPOSC membership for consultation.

In recent years the practice has developed within SPOSC Committee where the selection of SPOSC Committee Officers has become a 'closed shop'. These decisions have been made at SPOSC AGM pre meetings with very little transparency to the membership.

In order to prevent a reoccurrence of the Officer nominations that occurred at the last AGM and to make the Election and re Election of SPOSC Committee Offices more transparent and open to the SPOSC membership I propose the below Rule change. Proposed changes are in **bold**.

**Proposed change Rule 3 ii3 Management****Current Rule.**ii. Re-election of the 'Officers' and 'Representatives' shall take place at each Annual General Meeting. If an officer retires or resigns from the Committee, a temporary appointment may be made at a Special Committee meeting.

**Proposed Rule Change.**ii. **Election** of the 'Officers' and 'Representatives' of the **General Committee** shall take place **every two years** at the Annual General Meeting. If an officer retires or resigns from the Committee, a temporary appointment may be made at a Special Committee meeting.**Secretary will issue a notice to members by 31st December prior to election year, of those Committee Officers standing for re-election, forthcoming vacancies and inviting applications from members for election as a Committee Officer. Nominations should be returned to the Secretary by 14th January and these will be circulated by the Secretary together with Notice of AGM and Agenda at least 21days prior to the AGM.**OP - Above Proposal discussed amongst committee members present.DM – Is this all officers of the club? – So this year everyone up for election –OP – then every two years from then on.AE – to re-draft the rule.

Decision – Agreed to change Rule and circulate to members in minutes.

## 2. SPOSC – Committee roles & responsibilities

AE - Proposed Committee Structure, Committee Officers & Responsibilities.

**General Committee:** The Club is managed by a General Committee elected by Members every two years at the Annual General Meeting. The Committee is composed of 6 'Officers', supported with Area Representatives, who all 'report' to the General Committee and have the following roles & responsibilities.

**Commodore:** Principle Flag Officer and Member of the Committee. Sets the direction for the Club and is responsible for the organisation, Health & Safety and management of the Club. Ensures the Club is run according to its Rules and Constitution. The Commodore chairs the Committee and Annual General Meetings. Prepares and presents the Annual Sailing Report to the AGM. (In effect the previous Chairperson)

**Vice Commodore:** Second in Command and Member of the Committee. Deputises for the Commodore in their absence. Responsible for the organisation and management of the Club and ensuring the Club is run according to its Rules and Constitution. Prepares and presents the Annual Sailing Programme to the AGM. Maintains the database for SPOSC authorised skippers. (In effect the previous Assistant Chairperson).

**Secretary:** Member of the Committee. Responsible for all Club records, maintaining all Club legal documentation, point of contact for all mail and internal / external enquiries. Organises, produces agenda and taking of minutes of General Committee and Annual General Meetings. Arranges Skippers for Club Charters.

**Assistant Secretary:** Member of the Committee. Assistant and deputises for the Secretary in above functions. Has principle responsibility for all Membership matters and maintaining up to date record of all members and contact details. Maintains record of trophies and holders. Arranges trophies for awarding at AGM.

**Treasurer:** Member of the Committee. Responsible for all Club finances. Applying for Annual Club Grants, payment of Charters and receipt of members Charter contributions. Treasurer required to keep the Committee apprised of the Clubs financial position at each Committee meeting. Makes recommendations to AGM for members charter contributions. Prepares and presents a Financial Report at the AGM.

**Assistant Treasurer:** Member of the Committee. Assistant and deputises for the Treasurer. Responsible for administering Associate Members Subscriptions.

**Area Representatives:** Members of the Committee. Elected at the AGM. Promote SPOSC and it's activities in their designated areas of Sussex Police.

### **Other Key Roles: (non General Committee)**

**Web Master\*:** Responsible for the management and updating of the Club web site.

**Training\*:** Responsible for advising and promoting training within the Club.

**Scuttlebutt Editor\*:** Responsible for the editing and publishing of the Club publication.\*The above 'Key Roles' may be undertaken by a Member of the Committee as an ancillary responsibility, or a non-Committee member.**OP** – Discussed amongst committee members present who decided that an updated structure to the club would both encourage potential members to stand for committee positions and hence build

a succession of club officers to carry forward the club for the benefit of all members in the future. Nearly all yacht / sailing clubs use the terms Commodore and Vice Commodore instead of Chair and Vice Chair, this would bring SPOSC into line with most clubs and make the Commodore role a meaningful one.

ACTION – DF – To circulate to membership in minutes

### **3. Bank Accounts**

OP – First part of discussion established why separate accounts were created from having just one account.

AE - Cruising & Racing t Cruising and Race Bank Accounts, should be amalgamated into SPOSC Bank Account, managed by the one Treasurer & Assistant Treasurer on behalf of the members.

Separate grants for cruising and racing can still be made to ensure we maintain the funds we currently receive.

This would then give the Committee, as well as deciding on funds for Cruising, the options for which Annual Race Event the Club would enter a team i.e. PSUK (assuming its continuance) UKFSC Regatta, London Emergency Services or other.

DM - Do we go to one account instead of two?

Committee consensus – Yes

ACTION - Old account signatories to be taken off (Tara) and AJ to be added.

AE – Committee should plan race and cruising calendars earlier in year and then will be easier to apportion monies to the separate sections.

Proposal: To go to one bank account – Decision - agreed

### **4. 2015 Cruising calendar**

OP – Last year the committee meetings were taken up with the work of amending the rules, risk assessment, briefing's and insurance. As a result apart from the Frostbite cruise, PSUK and the UKFSC no other cruises or races were planned in October when they should have been. What cruising trips would we like to have as a club in 2015?

GC - May/June – Solent 5 day cruise plus a 5-day charter if demand and skippers available.

Owners Rally (July) – Len Wheeler to run it?

Long Passage – Sept/Oct – 7 day?

Oct – 5 day to possibly to 'link in' with L.E.S. London Emergency Services (replaces MET Open)– Sun 27<sup>th</sup> to Tue 29<sup>th</sup>. £1000 for 2 days.

ACTION - Need to send out invitations to our potential skippers to see who wants to do what.

AE – It will ultimately be the skipper's decision as to what exact dates are they need to be available for each event.



## **5. SPOSC Racing Calendar**

AE - SPOSC – UK fire service regatta April 27<sup>th</sup>.

OP - PSUK – Not doing it this year.

ACTION: OP – to call PSUK chair to discuss potential of a future ‘emergency services’ regatta.

DM – A new proposal for racing – Skippers, if you want to race – find an event and the committee will support it and fund part of it if reasonable. The Committee should take this approach rather than how it is undertaken at present with the Committee dictating the event and dates then seeking to nominate the Skipper. The Race Skippers should be encouraged to be proactive in nominating the Racing event they wish to participate in. The Committee can highlight potential racing events in 2015 and 2016 to the members.

AE – We should set the calendar based on our budget – should be done in November and taken to the AGM. Any additional monies available could be for racing if someone wants to propose it.

OP – We would always like to do PSUK (if possible).

AE – Comes down to setting the calendar earlier. Vice Commodore to prepare the calendar.

AE – Look at available race events that could be subsidised if you have a skipper and crew.

OP – Committee to come up with a core-racing calendar and invite members to approach committee if they want to attend other events. - Agreed

AE – any member to contact secretary from circulated minutes, website and Scuttlebutt, of trips they want to do – either racing or cruising for this year or next year. We should respond to what the general membership want. - Agreed

DM – Do we need to review how much people pay to go racing? Is there a premium to be paid for those that want to race due to increased costs? Matter discussed but no decision made.

## **6. SPOSC Training**

OP – In the past we have supported training but it has slowed down in recent years, it is one of the objectives of the club.

How do we subsidise training?

OP - Has to be done through RYA training school for insurance reasons. While Alwyn is an instructor and would try to be the instructor, he may not always be available. Also if some thing happened and Alwyn went sick, if booked through a training school they would have to provide an alternative trainer.

Traditionally may have been some people who didn't agree that some members were subsidised. But the club should support members with training opportunities.

AE SPOSC has never before used members funds to subsidise a RYA Practical Course. The objective is to encourage members to either take RYA Qualifications or develop their skills and experience to qualify to RYA Yachtmaster Coastal or Offshore. This would then provide the club with more skippers and the opportunity to arrange more charters particularly outside of the Solent.

Any decision to financially support RYA Practical Training Courses only should not be to the detriment of arranging charters on behalf of members. The club funds are currently buoyant as a result of the extra grant we received from SPSA last year.

RYA Shorebased Courses or any other RYA Courses will remain the financial responsibility of the individual.

AE put forward to the Committee the difference in costs between an average charter for SPOSC members and the cost of a RYA Practical Training Course.

After discussion it was agreed that the Committee would subsidise any RYA Practical Course by £100 per person, members would pay the balance of the course fee. A subsidy of a further £100 would be made to members taking an RYA / MCA Certificate of Competence Practical ( Yachtmaster ) exam.

This subsidy would be at the discretion of the Committee and reviewable each year as finances may not be available every year.

CJ - Aim – to encourage people to train by providing a subsidy.

CJ – Should all exam fees be paid by SPOSC?

SPOSC will not subsidise shore based courses.

Boat handling course – email to be sent out to see if any interest.

## **7. 2015 Training Calendar**

Abated until up take on training known.

## **8. 2015 Committee Meetings calendar**

OP – Busy last year with changes to rules, risk assessment, briefing and insurance so 2015 trips were not discussed in October when they needed to be: Need committee meetings to be planned to ensure the club is properly managed and it's activities planned. Cruises/races in Oct – need to advertise for skippers.

AGM – a little criticism that we had not planned enough. AE – October meeting definitely – to plan cruises/races and invite skippers. Plus plan for AGM. DM – Nov/Dec – meeting to ensure everything set up. OP – Need agreement on who committee happy to endorse as skippers for various events, based on qualifications, passages etc.

OP – Meeting before AGM ( on day )

## **9. SPOSC Skippers Register**

OP - to create a spreadsheet on SPOSC site as an initial start.

DM – Need for 'Dropbox' – as few members have a .pnn email addresses.

OP - a SPOSC hotmail account has been set up which will allow committee members to send out emails in the Secretaries absence. On hotmail is one drive a cloud storage system which can have folders in it that are restricted to committee members and others that are open to all members. This will be explored further.

## **10. AOB**

DM – We should be monitoring how much money we have – should it be made known at each meeting. Treasurer will update the committee with amounts in account at each meeting when we discuss potential expenditure. Figures will not be recorded in the minutes.

OP – Have we got a HQ rep – OP to approach Richard Bates re volunteering for HQ rep.

Meeting closed 21.39hrs.

**From:** Frey David AF879  
**Sent:** Wednesday 02 September 2015 16:34  
**To:** Poplett Owen 30236  
**Subject:** SPOSC - goodbye

Owen

After some careful consideration I am going to resign my position as Secretary of SPOSC as of whenever you let me know who will take this on.

For me it is the right time to move on as I am looking for other work options having made it to 30 years (and counting). I think that key positions in SPOSC should be either officers or staff within the organisation so they retain access to Sussex Police Outlook and Sharepoint which are required for contact with membership and keeping recorded respectively. Sharepoint makes records and documents available to other committee members on a secure server which might not otherwise be the case. I guess it could be done another way but why fix what isn't broken.

I've thought about this decision and I think you have probably had some idea that this would happen sooner rather than later. I have not been engaged with committee meetings or the AGM for quite some time and I simply don't have the time to put in these days. It's not an onerous task so I'm sure you'll find an able replacement. The club and role would be better served by someone who is more active in the club and will be available to help in it's organisation and running.

Regards & Fair Winds as they say.

DF..

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**From:** Dusty - Sailing [mailto:Dusty1253@sky.com]  
**Sent:** Tuesday 22 September 2015 10:56  
**To:** Poplett Owen 30236  
**Cc:** Owen Poplett; Frey David AF879; Alwyn Evans  
**Subject:** SPOSC

Owen Poplett  
Chair of Sussex Police Offshore Sailing Club

.....please note that I intend standing down as Commodore at the next AGM in 2016.

Dusty Miller

## **Apathy about Sailing - Membership**

The 2015 PSUK attracted three forces; however the combined 'The Annual United Kingdom Fire-fighters Sailing Challenge' attracted twenty-six yachts from many of our emergency organisations including a number of Police teams including Sussex.

The 2015 Met Open dinghy event this year was held at Stokes Bay and was the 'Emergency Services Sailing Championship' seeking to combine other organisations to increase the number of competitors and have a worthwhile fleet.

The PSUK National Committee have for a number of years resisted the call for a collaboration with other organisations but events have overtaken them with these Regatta's and the poor number of entrants to the PUSK will no doubt spark the whole debate again.

Looking inwards we see that our membership is reasonably healthy but we do need to attract members who have a yearning to sail, plus increase our membership with persons who have the right skills and qualifications to skipper yachts. We need members who are active sailors, who have skills that all the membership can benefit from when sailing.

When looking at other forces that have a Sailing Section they are all inclusive in that they include the dinghy section and the yacht section. The members of which are eligible to sail in dinghies and yachts. When we look at our membership the vast majority of us started out in our younger days in dinghy's and in later life have progressed into yachts.

Could we not make better use of our membership resources by combining?

Our chairman Owen Poplett sits on the Dinghy Management committee of which Bob Trevis is Commodore, and Rich Bates is Chair with Dusty Miller as Secretary, but each of us is involved in the SPOSC.

The SPOSC and SPDSC may wish to consider this issue further

It will not significantly increase our membership but will bring together like minded people into one sailing section. Those who sail dinghies will often want to enhance their skills by sailing on yachts as they already have the basic skills at their finger tips.

We would become the Sussex Police Sailing Club.

The overall management could be with a figure-head and as at present each section would have its own chair of Yachting, and chair of Dinghy who would have as at present their own committee. The issues of finances, rules, AGM, insurance, property, etc., are not beyond the will and wit of man to sort out and they are likely to bring benefits to all.

If you have any views, concerns or suggestions regarding this proposal please e-mail the chairman.

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## Cooling-Off Period

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

**We** will refund all premiums paid 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 within the fourteen (14) days. Please note a administration fee may be payable in line with the Topsail Insurance Ltd Terms of Business Agreement. Please contact **Your** insurance intermediary who issued this Certificate to obtain this refund, their address and telephone number will appear on the intermediary's correspondence to **You**. Please refer to Topsail's Terms of Insurance Business for details of any fees which may be applicable.

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## Schedule of Benefits Table

Geographical Area :

Currency of benefits :

Refer to your Certificate Schedule

Type of Policy ANNUAL TRIP SINGLE TRIP

YACHTSMAN'S / TALL SHIPS GOLD SILVER BRONZE SINGLE

Excess Sections 1,2,4,5,8,9,10

Excesses doubled for persons aged 65 and over

Long Term Secondment Excess

£/€ 100

£/€ 250

£/€ 100

£/€ 250

£/€ 100

£/€ 250

£/€ 100

£/€ 250

Maximum Duration any one trip 60 days unless

extended on schedule

45 days 30 days Various

1 Cancellation & Disruption

Rejoining the boat

Crew replacement

£/€ 5,000

£/€ 3,000

£/€ 1,500

£/€ 3,750

Excluded

Excluded

£/€2,500

Excluded

Excluded

£/€ 3,000

Excluded

Excluded

2 Emergency 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 person aged under 16 and over 65 yrs. Please refer to page 9 for further details.

£/€ 50,000

£/€ 30,000

£/€ 10,000

£/€ 20,000

#### 4 Baggage and Personal Effects

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 Legal Expenses

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

Maximum Duration

Equipment Hire (£/€25 per day)

Ski Equipment

Lift pass

Piste Closure (£/€25 per day)

Avalanche Cover

Included

21 days

£/€ 250

£/€ 500

£/€ 200

£/€ 250

£/€ 250

Included

17 days

£/€ 250

£/€ 500

£/€ 200

£/€ 250

£/€ 250

Included

7 days

£/€ 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 Yacht Charter Excess Waiver  
 Maximum 14 days charter any  
 one insurance period  
 Excess in respect of yacht charter racing is  
 25% of the claim subject to a minimum  
 £/€120  
 Included  
 £/€500 per person up  
 to £/€1,000 in all for  
 any one charter and  
 any one loss  
 Included  
 £/€350 per person up  
 to £/€700 in all for any  
 one charter and any  
 one loss  
 Excluded unless  
 supplement paid  
 Excluded unless  
 supplement paid

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## Cover Options

The Cover Options purchased by **You** will be shown in the **Schedule**

### Annual Multi-Trip

Provides travel cover during the **Period of Insurance**

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

Yachtsman's / Tall Ships Bronze 30 days

Yachtsman's / Tall Ships Silver 45 days

Yachtsman's / Tall Ships Gold 60 days

plus additional periods as may be endorsed on your schedule 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 30 days at no additional premium.

Any person travelling who is under the age of 18 years at the commencement of the **Trip** must be accompanied for the entire **Trip** by an adult.

### Business Cover

See Section 9 for details of the cover provided.

### Single Trip

Provides one **Trip** up to a maximum period of 12 months.

### Winter Sports

See Section 8 for details of the cover provided

### Excess Waiver

See Section 10 for details of the cover provided

## IMPORTANT INFORMATION

### Pregnancy and childbirth

**We** provide cover under this Certificate 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 and 2 of this Certificate, for claims that come from **Complications of Pregnancy and Childbirth**. Please make sure you read the definition of 'Complications of pregnancy and childbirth' on page 5.

### Sports and Activities

See the list of activities and sports on page 15 covered by this Certificate. If the activity or sport is not shown, please refer to **Your** insurance intermediary.

## 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, Madeira and countries bordering the Mediterranean (excluding trips to and from the Arctic and Antarctica 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 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 vessel within the United Kingdom waters

## AREA 2 - WORLDWIDE excluding USA and CANADA

Anywhere in the world (excluding trips to and from the USA, Canada, Arctic and Antarctica unless you have paid a supplementary premium)

## General Conditions

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

**Our** liability to make any payment under this Certificate shall be conditional upon **Your** observance of all terms, provisions, conditions and endorsements of this Certificate. Where **You** do not comply with any obligation to act in a certain way specified in this Certificate, this may prejudice **Your** position to recover under any claim.

### 2. Information and changes we need to know about

**You** must take reasonable care to provide complete and accurate answers to the questions **We** ask when **You** take out, make changes to, and renew **Your** Certificate. Please tell **Us** if there are any changes required to the information set out in **Your** schedule.

**You** must tell **Us** as soon as possible about any changes in the information **You** have provided to **Us** which happens before or during any period of insurance. When **We** are notified of a change, **We** will tell **You** if this affects **Your** Certificate, for example whether **We** are able to accept the change and if so, whether the change will result in revised terms and/or premium being applied to **Your** Certificate. If **You** do not inform **Us** about a change it may affect any claim **You** make or could result in **Your** insurance being invalid.

If the information provided by **You** is not complete and accurate:

- ☐ **We** may cancel **Your** Certificate and refuse to pay any claim, or
- ☐ **We** may not pay any claim fully, or
- ☐ **We** may revise the premium and/or change any excess, or
- ☐ The extent of the cover may be affected

### 3. Claims Procedure

On the happening of any occurrence likely to give rise to a claim under this Certificate, it is a condition precedent to **Our** liability under this Certificate 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 ninety (90) days. Such notice shall include full particulars of the occurrence.

If **You** need to make a claim, please contact:

Roger Rich & Company  
Marston House  
Cromwell Park  
Chipping Norton, Oxon  
OX7 5SR  
Tel: +44 (0) 1608 641351  
Fax: +44 (0) 1608 641176  
Email: [enquiries@rogerrich.co.uk](mailto:enquiries@rogerrich.co.uk)

To help prevent fraudulent claims, **Your** personal details are stored on computer and may be transferred to a centralised system. This information is kept according to the rules of the Data Protections Act.

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If **You** need medical attention overseas, **You** must contact:

**Medical Assistance Notification:**

In the event of a serious illness or injury during **Your Trip** which will require hospitalisation, in the first instance **You (or someone travelling with you)** must telephone **Our** Medical Assistance line:

**+44 (0)20 7111 1100**

**4. Claims Co-operation**

**You** shall provide assistance and co-operate with **Us** or **Our** representatives, in obtaining any other records **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 contract is governed by English law and to the jurisdiction of the courts of England.

**6. Contracts (Rights of Third Parties) Act 1999**

**Clarification Clause**

A person who is not a party to this insurance contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this insurance contract but this does not affect any right or remedy of a third party which exists or is available apart from this Act.

**7. Travel Period**

Unless otherwise stated in your schedule, cover in respect of each **Trip** shall commence when **You** leave **Your** home or place of work whichever occurs last and terminates at the time **You** return to **Your** home or place of work whichever occurs first.

**8. Access to additional materials**

**You** shall provide **Us**, or **Our** designated representatives, all information, documentation, medical information that **We** may reasonably require at all reasonable times during the term of this Certificate, 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 Certificate 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. Usual Country of Domicile**

For **Insured Persons** not domiciled in the **United Kingdom** any reference to the **United Kingdom** shall mean an **Insured Person's** usual country of domicile.

**13. Cancellation**

**We** will cancel this contract of insurance by giving **You**

thirty (30) days' notice in writing. Any return premium due to **You** will depend on how long this contract of insurance has been in force

**We** will only cancel this contract of insurance or any part of it for a valid reason or if there are serious grounds to do so such as:

- ☐ failure to supply requested security documentation;
- ☐ **We** have established that **You** have provided us with incorrect information and you have failed to provide a remedy when requested;
- ☐ non-payment of premium.

Any premium due to **You** will be calculated on a proportional daily rate basis depending on how long this insurance has been in force. No return of premium will be given if a claim has occurred during the period of insurance.

**You** can cancel this policy by giving **Us** seven days' notice

Please refer to Topsail's Terms of Insurance Business for details of any fees which may be applicable.

#### **14. Attestation Clause**

Each member of the syndicate (rather than the syndicate itself) is a (re)insurer. Each member if applicable has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other (re)insurer that may underwrite this Certificate. The business address of each member is Lloyd's, One Lime Street, London, EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

#### **15. 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.

#### **16. Affordable Care Act**

This insurance is not subject to, and does not provide certain of the insurance benefits required by, the United States' Patient Protection and Affordable Care Act ("ACA"). This insurance does not provide, and Insurers do not intend to provide, minimum essential coverage under ACA. In no event will benefits be provided in excess of those specified in the contract documents. This insurance is not subject to guaranteed issuance or renewability other than as specified in the policy. ACA requires certain US citizens and US residents to obtain ACA compliant health insurance coverage. In some circumstances penalties may be imposed on persons who do not maintain ACA-compliant coverage. You should consult your attorney or tax professional to determine if ACA's requirements are applicable to you.

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## **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. **Winter Sports** unless a Bronze, Silver or Gold Certificate is purchased. Please refer to Section 8 – Winter Sports for details of cover and exclusions
4. **You** or any person on whose health the **Trip** may depend, whose condition may give rise to a claim:
- 4.1. has during the two years prior to the commencement of cover under this Certificate received or been referred for any treatment surgery, investigations or followups at any hospital, surgery or clinic any of the following medical conditions:
  - 4.2. Asthma requiring inpatient treatment, bronchitis, any other lung or respiratory condition, , diabetes mellitus, epilepsy or fits, any kidney or bladder disorder, or
  - 4.3. has 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 Certificate and/or any **Trip**; or
  - 4.4. has ever had cardiovascular problems, or other heart condition, hypertension, mental or psychological conditions, cancer, any growth or form of malignancy or any cerebrovascular problems that had occurred at any time prior to the commencement of cover under this Certificate and/or prior to any **Trip**.
  - 4.5. (including a person travelling with **You** or a **Relative**) being diagnosed with a terminal condition.
5. **You** travelling against medical advice.
6. **You** travelling for the purpose of receiving medical treatment.
7. **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 is issued and before You travel. We have the right to alter the terms of cover in this instance.**
8. flying, except as a passenger in an aircraft licensed to carry passengers.
  9. professional entertaining.
  10. travelling to a country where the Foreign and Commonwealth Office have advised against all but essential travel.
  11. 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).
  12. attempting to commit or committing intentional selfinjury or suicide.
  13. motor cycling (other than mopeds or motor scooters under 125cc hired during the **Trip**).
  14. mountaineering or rock climbing normally requiring the use of ropes or guides.
  15. driving a mechanically propelled vehicle in any kind of race.
  16. the tour operator, airline or any other company, firm or person becoming insolvent, or being unable or unwilling to fulfil any part of their obligation to **You**.

17. pregnancy
18. 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 for period exceeding 6 months. This exclusion does not apply to delivery crew.
19. any criminal or illegal act by **You**.
20. operational duties as a member of the armed forces.
21. participating in professional sports.
22. Human Immunodeficiency Virus (HIV Directly or indirectly any injury, illness, death or loss or expense attributable to HIV or any HIV related illness including AIDS.
23. deliberate exposure to exceptional danger (other than in an attempt to save human life).
24. Any claim whereby you have exceeded your specified trip duration unless due to circumstances outside **Your** control where cover will continue for a maximum of 30 days at no additional premium. A pro-rata additional premium will apply in the event of any claim.
25. Trips to the USA in excess of 89 days
26. after the expiry of the **Period of Insurance** during which **You** reach age 79 years for Annual Multi-Trip Certificate and 79 years for Single Trip Certificate unless specifically agreed and additional premium paid.

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## General Definitions

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

### 1. ***Complications of Pregnancy and Childbirth***

In this Certificate '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

### 2. ***Employee***

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

**3. Excess**

The first amount of each and every loss that each **Insured Person** shall pay.

**4. Family**

**You, Your Partner** and dependent child under the age of 18 years.

**5. 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.

**6. Long Term Secondment**

A trip with a duration of 6 months or more

**7. 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**.

**8. Partner**

**Your** spouse, common-law spouse or civil partner.

**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** life.

**11. Property**

Personal effects owned by or **Your** responsibility which are taken by **You** on or acquired during the **Trip**, excluding loss of or damage to vehicles or waterborne craft, their accessories or spare parts.

**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, son, daughter, 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**

A holiday, and if Section 9 is purchased or included a non-manual business trip, which commences and ends in the **United Kingdom**.

Cover under section 1 (Cancellation and Disruption) commences at the time **You** book the **Trip** or this



Certificate is issued and the premium paid, whichever is the later. If **You** have an Annual Multi-Trip Certificate cover under section 1 commences at the time **You** book the trip during the **Period of Insurance**.

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

**17. United Kingdom**

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

**18. 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.

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**19. 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.

**20. 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.

**21. Valuables**

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

**22. War**

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

- (i) Hostilities or warlike operations (whether war be declared or not).
- (ii) Invasion, civil war, rebellion, insurrection, revolution.
- (iii) Act of an enemy foreign to **Your** nationality, or the country in, or over, which the act occurs
- (iv) Civil commotion assuming the proportions of, or amounting to, an uprising.
- (v) Overthrow of the legally constituted government.
- (vi) Military or usurped power.
- (vii) Explosions of war weapons.
- (viii) **Terrorist activity.**
- (ix) **Utilisation of Nuclear, Chemical or Biological weapons of mass destruction** however these may be distributed or combined.
- (x) 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.

**23. We, Us, Our**

Certain Underwriters at Lloyd's comprising Canopus Managing Agents Limited

**24. You, Your, Insured Person(s)**

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

## Section 1 – Cancellation and Disruption

### WHAT IS COVERED

#### 1. Cancellation, Curtailment and 'Get-you-there' Expenses

**We** will pay **You** the following expenses incurred as the result of any of the Specified occurrences in paragraphs a) to e) below:

1.1 Up to the sum insured shown in the Schedule of Benefits Table in respect of irrecoverable loss of unused travel and accommodation expenses (including yacht charter, race, rally or event booking fees) paid in advance or for which there is a contractual liability consequent upon the cancellation or curtailment of the prearranged **Trip** or, if the **Trip** is not cancelled,

1.2 Up to the sum insured shown in the Schedule of Benefits Table in respect of reasonable additional travel and accommodation expenses incurred in fulfilling the pre-booked travel and accommodation commitments, including the use of equivalent local accommodation if rendered necessary by an occurrence covered under Subsection 1.e).

Specified occurrences:-

- a) **Your** death or sustaining an **Injury** or becoming seriously ill.
- b) the death, **Injury** or serious illness of **Your** relative, fiancé(e) or business colleague, or of any person with whom **You** had arranged to travel, reside or conduct business or the immediate relative, fiancé(e) or business colleague of such person.
- c) **You** or any person with whom **You** had arranged to travel, reside or conduct business being:
  - (i) quarantined or called for witness or jury service.
  - (ii) made redundant, provided that such redundancy qualifies for payment under the United Kingdom's Redundancy Payments Acts or similar overseas act if **You** are not domiciled in the **United Kingdom**.
  - (iii) called for emergency duty as a member of the armed forces, the defense or civil administration, the police force, or the fire, rescue, public utility or medical services.
  - (iv) required to be present at **Your** home or place of business in the **United Kingdom** following a burglary or major damage caused by storm, flood or fire.
- d) the cancellation or delayed departure for 24 hours or more of any publicly licensed form of passenger transport in which **You** had previously booked to travel, resulting from any of the following contingencies: strike, industrial action, fire, flood, earthquake, landslide, avalanche, volcanic eruption, adverse weather conditions and accident or mechanical breakdown provided always that such contingency had not occurred, commenced or been announced before the booking was made in respect of the flight voyage or journey thus affected.
- e) major damage caused by storm, flood or fire rendering uninhabitable the accommodation in which **You** had previously booked to reside during the **Trip**, including any waterborne vessel or craft.
- f) in the event of theft or total loss or compulsory quarantine of the owned vessel or vessel in which the **Insured Person** is sailing where total loss is the

actual or constructive total loss of the vessel or where the repair is likely to exceed six weeks

## **2. Missed Departure and Transport Diversion**

**We** will pay **You** up to £/€500 in respect of reasonable additional travel and accommodation expenses incurred by **You** in fulfilling **Your** prebooked travel and accommodation commitments:-

a) if at the commencement of the **Trip** **You** miss **Your** pre-booked international travel connection from the **United Kingdom** through disruption of **Your** journey to the **United Kingdom** departure point occurring as the direct result of:-

(i) a fellow passenger or a crew member of the conveyance in which **You** are travelling sustaining an **Injury** or becoming ill after such journey has commenced; or  
(ii) any of the contingencies specified in Subsection 1.d), provided always that such contingency had not occurred, commenced or been announced before the international travel booking was made if the **United Kingdom** journey is by scheduled public transport services, or before the **United Kingdom** journey commenced if such journey is by nonscheduled transport.

b) if at any time during the **Trip** any publicly licensed form of passenger transport in which **You** are travelling has to be diverted from its pre-arranged destination as the result of:-

(i) a fellow passenger or a crew member sustaining an **Injury** or becoming ill; or  
(ii) any of the contingencies specified in Subsection 1.d), provided always that such contingency has not occurred, commenced or been announced before the booking was made in respect of the flight, voyage or journey thus affected.

## **3. Travel Delay Inconvenience Benefit**

If **You** are delayed because of the late departure of an any publicly licensed form of passenger transport in which **You** had previously booked to travel as a result of any of the contingencies specified in Subsection 1.d) provided always that such contingency had not occurred, commenced or been announced before the booking was made in respect of the flight, voyage or journey thus affected, **We** will pay **You**:-

On the outward journey at commencement of the **Trip** £/€20 for the first completed 12 hour period that transport is delayed and £/€10 for each subsequent completed 12 hour period, up to a maximum of £/€100 in all and again for all subsequent journeys during the **Trip**.

## **4. Alteration of Itinerary**

**We** will pay **You** up to £/€1,000 for reasonable additional travel and accommodation expenses necessarily incurred by **You** in the alteration of the arrangements of the **Trip** consequent upon **You** being the victim of a hi-jack, kidnap, terrorist or criminal act, or upon the cancellation of publicly licensed passenger transport services caused by any of the contingencies specified in Subsection 1.d), provided that these occur or commenced during the **Trip**.

## **5. Rejoining 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:

a) Up to £/€3,000 in all in respect of reasonable costs incurred by the **Insured Person** in rejoining **Your** vessel and or the vessel in which the Insured Person was due to travel at a suitable point of call as agreed by **Us**.

Or in the event that under medical advice the **Insured Person** cannot travel and the vessel requires emergency attention as agreed by **Us**:

b) Up to £/€1,500 in all in respect of reasonable costs incurred in providing a representative for the **Insured Person** to attend to **Your** vessel and or the vessel in which the **Insured Person** was due to travel at a suitable point of call as agreed by **Us**.

Provided claims under this subsection are commenced within 12 months of the date of the initial claim under section 2 Emergency Medical, Repatriation and other Expenses.

Claims shall only be payable in respect of either paragraph a) or b) above and not both.

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

1. the **Excess** amount shown in the Schedule of Benefits Table.
2. under Subsections 1.d) 2 and 3 for claims arising out of any contingency that had occurred, commenced or been announced before this Certificate was effected.
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. claims for **You** not wanting to travel.
5. losses outside the extent of the contractual liability.
6. Any claim that comes from pregnancy or childbirth, except as provided for under the benefits in section 2, unless a **Medical Practitioner** confirms that the claim comes from the **Complications of Pregnancy or Childbirth**.
7. Claims arising from sea sickness

### **CONDITIONS AND LIMITATIONS**

**We** shall only be liable:-

1. to the extent of the contractual liability.
2. for claims arising from delayed departure under Subsection 1.d) and 3. if **You** have obtained written confirmation from the Carriers or their Agents stating the actual date and time of departure and the reason for the delay. For the purposes of claims payment under these Subsections the period of delay shall be taken as commencing at the departure time of the conveyance as specified in the booking confirmation supplied to **You**.
3. Under Subsection 2.a) if in the selection of the route, means of travel and time of departure **You** have done all things reasonable and practicable to minimise the possibility of late arrival at the **United Kingdom** departure point.
4. for claims under Subsection 2.a) attributable to mechanical breakdown of non-scheduled transport if **You** have obtained a garage or motoring organisation report confirming the date, cause and

time of such breakdown.

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## Section 2 – 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. Medical and Repatriation Expenses

Expenses necessarily incurred outside the **United Kingdom** or within the Channel Islands as the result of **You** sustaining an **Injury** or becoming ill during the **Trip** for:-

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.

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**.

1.6 Expenses incurred for the special use of air transport if agreed by prior consultation between the **Insured Person's** attending physician and **Our** appointed advisors

#### 2. Emergency Return to the United Kingdom

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

2.1 The death or serious illness or serious injury of **Your Relative**, fiancé(e) or business colleague necessitating **Your** presence in the **United Kingdom**.

2.2 Burglary or major damage at **Your** home or place of business in the **United Kingdom**.

2.3 The death or serious illness or serious injury of an accompanying **Insured Person**, or the repatriation of such person as provided for in Subsections 2.1 and 2.2 above.

**We** will also pay:

#### 3. Hospital Inconvenience Benefit

**We** will pay up to the sum insured shown in the Schedule of Benefits Table for each completed 24 hour period that **You** spend as a hospital in-patient outside the **United Kingdom** as the result of **You** sustaining an **Injury** or becoming ill during the **Trip**, up to a maximum of the sum insured shown in the Schedule of Benefits Table.

#### 4. Funeral Expenses

**We** will pay up to the sum insured shown in the Schedule of Benefits Table for the cost of transporting **Your** remains or ashes to **Your** former place of residence in the **United Kingdom** 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 to a maximum of the sum insured shown in the Schedule of Benefits Table.

#### 5. Search and Rescue

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

search and rescue expenses, in mountains and at sea, by official civil and police rescue teams.

#### WHAT IS NOT COVERED

1. the **Excess** amount shown in the Schedule of Benefits Table.
2. the cost of any medication, consultation or treatment the need for which could reasonably have been foreseen by **You** at the time that the **Trip** commenced, nor for any travel, accommodation or other expense incurred in connection therewith.
3. any expense incurred after **You** have returned to the **United Kingdom**
4. any claim that comes from pregnancy or childbirth, unless a **Medical Practitioner** confirms that the claim comes from **Complications of Pregnancy or Childbirth**.
5. any medical expenses for more than 12 months after incurring the first expense.
6. routine medical examinations (including vaccinations, the issue of medical certificates and attestations), any dental treatment which is not emergency dental treatment, prosthesis, corrective devices and medical appliances, false teeth, crowns, inlays and bridges, orthodontic and endodontic dental care,
7. service or treatment at any long term care facility, Spa, Hydro Clinic or sanatorium that is not a hospital,
8. routine eye and ear examinations including the cost of spectacles, contact lenses and hearing aids.
9. any National or Citizen of the United States of America or any Insured Person who is domiciled in the USA for any Trip to or within the USA.
10. treatment by a family member.
11. treatment that is not scientifically recognised.
12. treatment resulting from participation in war, riot, civil commotion or any illegal act including resultant imprisonment.
13. trips to the USA in excess of 89 days
14. intentional self-inflicted injury or any attempt thereat.
15. elective cosmetic surgery.
16. insured trip or business trip taken against advice of a qualified medical practitioner.
17. where an insured trip or business trip specifically undertaken to have treatment.
18. under influence of drugs or alcohol other than under direction of a **medical practitioner**.
19. in respect of **Long Term Secondment** the following additional exclusions apply:
  - a. any condition from which the *insured person* is known to be suffering and/or for which an *insured person* has 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 £/€250 of each and every claim.

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## Section 3 – Personal Accident

#### WHAT IS COVERED

As shown in the Schedule of Benefits Table **We** will pay **You** if at any time during the **Trip You** sustain an **Injury**

which results in **Your** death or disablement.

#### **Important**

In respect of travel within the **United Kingdom** the benefits under this section are reduced by 50%.

For **Insured Persons** under the age of 16 years the Accidental Death Benefit is limited to £/€2,500 and all other Benefits are reduced by 50%.

For **Insured Persons** 65 years of age and over, benefits 2 and 3 are reduced by 50%, benefit 4 (Permanent Total Disablement) is deleted.

For **Insured Persons** 75 years of age and over, there is no cover under this section.

#### **Exposure**

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

#### **Disappearance**

If **You** disappear during the **Trip** and if, after a reasonable period of time has elapsed and all available evidence examined, there is reason to presume that **Your** death has occurred in accordance with the terms, provisions and conditions of this section of the Certificate, the Accidental Death Benefit shall become payable. If at any time after such payment **You** are found to be living, the Benefit sum paid shall be refunded to **Us**.

#### **CONDITIONS AND LIMITATIONS**

1. In no case shall **Our** liability in respect of **You** exceed in all the largest sum insured applicable under any one of the Personal Accident Schedule of Benefits items.
2. No claim shall be payable under more than one item in the Personal Accident Schedule of Benefits 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 Personal Accident Schedule of Benefits, the Accidental Death Benefit shall be payable.
4. In the event of a claim **Our** appointed medical advisor(s) shall be allowed to examine **You** as often as may be deemed necessary.
5. For the purpose of this section:
  - 5.1 Loss of a limb shall mean the permanent and complete loss of or loss of use of a limb or limbs at or above the ankle or wrist.
  - 5.2 Loss of an eye shall mean permanent and total loss of sight without hope of improvement;  
In both eyes, if **Your** name is added to the Register of Blind Persons on the authority of a registered qualified ophthalmic specialist; or  
In one eye, if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale.

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

#### **WHAT IS COVERED**

##### **1. Baggage and Personal Effects**

**We** will pay **You** up to the sum insured shown in the Schedule of Benefits Table in respect of loss of or damage to accompanied **Property**.

##### **2. Delayed Baggage**

**We** will pay up to the sum insured shown in the Schedule of Benefits Table in respect of the cost of immediate necessities purchased or hired by **You** if on arrival at **Your** outward destination **You** are



deprived of **Your** travel baggage for more than 12 hours because of temporary loss or mis-direction by the Carriers (provided always that any amounts thus paid, other than hire charges, shall be deducted from the total of any claim becoming payable under this section if the said baggage proves to be permanently lost).

#### CONDITIONS AND LIMITATIONS

1. **You** shall at all times exercise reasonable care in the supervision of the **Property**.
2. Claims settlements for articles lost or destroyed will be based on the cost price of comparable new articles, less an appropriate allowance for age and condition.
3. The limit for any single item or pair or set of items is shown in the Schedule of Benefits Table.

#### WHAT WE DO NOT COVER

1. the **Excess** amount shown in the Schedule of Benefits Table, except in respect of the 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 effects.
5. electrical or mechanical breakdown or derangement.
6. loss or damage to **Valuables** contained in baggage whilst such baggage is in the custody of Carriers and outside **Your** control.
7. theft or attempt of theft of **Valuables** when unattended other than when securely locked in a building or securely locked out of sight inside a motor vehicle or boat.
8. loss of cash, currency, bank notes, travellers' cheques, passports, driving licenses, green card, petrol coupons, tickets, ski passes, securities and documents.
9. confiscation or detention by Customs or other Authority.
10. **Property** which is covered or would, but for the existence of this Certificate, be covered by any other insurer or indemnifying organisation, except in respect of any excess beyond the amount payable by such other insurer or organisation.
11. **Property** that is not accompanied by **You** on the **Trip**.
12. Loss of or damage to vehicles or waterborne craft, their accessories or spare parts

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

#### WHAT IS COVERED

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

##### 1. Money and Travel Documents

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

##### 2. Fraudulent Use of Lost Credit Card

Loss resulting from the fraudulent use of any credit card, charge card or bankers' card held by **You**, following loss of such card during the **Trip**.

Cover in respect of money and travel documents shall commence at the time of their collection or receipt by **You** or 72 hours prior to planned commencement of the **Trip**, whichever is the later. Cover in respect of money and travellers' cheques after the conclusion of the **Trip** shall continue whilst in **Your** custody for up to 72 hours.



### WHAT WE DO NOT COVER

1. the **Excess** amount the amount shown in the Schedule of Benefits Table.
2. any loss not reported to the Police within 48 hours of discovery.
3. money lost in exchange, or through errors or omissions in transactions or purchases.
4. loss of money contained in baggage whilst such baggage is in the custody of Carriers and outside **Your** control.
5. confiscation or detention by Customs or other Authority.
6. any loss in respect of the fraudulent use of 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 the reporting to the Issuing Company or Bank of any misplacement or loss.

## Section 6 – Legal Expenses and Personal Liability

### 1. 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. legal expenses incurred without **Our** the prior written approval.
2. claims against **Us** or anyone acting on **Our** behalf, or a travel agent, tour operator or carrier.
3. 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.
4. legal actions between **Insured Persons**.
5. legal actions to obtain satisfaction of a judgement or legally binding decision, or legal proceedings brought in more than one country.
6. legal expenses which constitute a valid claim under any other insurance Certificate beyond **Our** rateable share of any claim costs.

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

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 out of the ownership, possession, custody or use of any aircraft, mechanically propelled or horse drawn vehicle (other than golf buggies), caravan, vehicular trailer, waterborne craft (other than sailboards, surfboards, canoes, rowing dinghies) and other than person to person bodily injury whilst on board any waterborne craft, firearm, animal (other than horses hired for hacking only),  
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land, building or permanently or seasonally sited property of any kind.
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. for punitive and exemplary damages in respect of the United States of America or Canada.
10. arising directly or indirectly in connection with:
  - (i) any participant to participant injury whilst participating in or practicing for any sporting event or similar, with the exception of any waterborne activities.
  - (ii) any fine or penalty

## Section 7 – Hi-jack and Kidnap

#### WHAT IS COVERED

**We** will reimburse **You** up to the sum insured shown in the Schedule of Benefits Table for each complete day for any costs and expenses incurred as a direct consequence of **You** being a victim of a hi-jack or kidnapping occurring during the **Trip**, up to a maximum of the sum insured shown in the Schedule of Benefits Table.

## Section 8 – Winter Sports

**NOTE: Section 8 only applies if You have purchased an Annual Multi-Trip Certificate which provides up to 7 days Bronze, 17 days Silver and 21 days Gold in total within the Period of Insurance or have paid an additional supplement in respect of a Single Trip.**

#### DEFINITIONS

##### Winter Sports

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; mono-skiing; blading; langlauf; ski boarding; tobogganing and glacier walking

#### WHAT WE DO NOT COVER

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.

## Section 8.1 – Equipment Hire

### WHAT IS COVERED

**We** will pay up to the sum insured shown in the Schedule of Benefits Table per day to a maximum of the sum insured shown in the Schedule of Benefits Table for the 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**.

### WHAT WE DO NOT COVER

1. any claim not supported by a written report from the carrier responsible for the delay or damage to your skis or ski boots.
2. any claim resulting from theft.

## Section 8.2 –Ski Equipment

### WHAT IS COVERED

In addition to Section 4 Baggage and Personal Effects **We** will pay up to the sum insured shown in the Schedule of Benefits Table for theft or accidental damage to **Your** ski equipment which **You** have taken on the **Trip**.

### WHAT WE DO NOT COVER

1. the **Excess** amount the amount shown in the Schedule of Benefits Table.
2. more than £/€250 for any single article or pair.
3. theft from a public place or where the equipment is left unattended when not in a locked and secure location.
4. any accidental damage whilst **Your** equipment is in use.

## Section 8.3 – Lift Pass

### WHAT IS COVERED

**We** will pay up to the sum insured shown in the Schedule of Benefits Table 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).

### WHAT WE DO NOT COVER

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

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## Section 8.4 – Piste Closure

### WHAT IS COVERED

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 sum insured shown in the Schedule of Benefits Table to a maximum of the sum insured shown in the Schedule of Benefits Table for one of the following:

- 8.4.1 travel costs to the nearest available ski resort; or
- 8.4.2 if **You** are unable to ski at a different resort; or
- 8.4.3 the extra cost of acquiring a new or extended ski pass.

### WHAT WE DO NOT COVER

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

## Section 8.5 – Avalanche Cover

### WHAT IS COVERED

**We** will pay up to the sum insured shown in the Schedule of Benefits Table for necessary and reasonable extra

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 WE DO NOT COVER

1. the **Excess** amount shown in the Schedule of Benefits Table.
2. any costs incurred at ski resorts less than 1,000 metres above sea level.

## Section 9 – Business 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 business occupations and other non-manual associated marine**

**trades but including professional yacht and boat crews and sailing instructors.**

## Section 9.1 – Business Equipment

#### WHAT IS COVERED

##### 1. Business Equipment

**We** will reimburse **You** up to the sum insured shown in the Schedule of Benefits Table in respect of the cost of the repair or replacement for **Business Equipment** in **Your** care, custody or control which is lost, damaged, stolen or destroyed.

##### 2. Business Documents and Records

**We** will indemnify **You** up to the sum insured shown in the Schedule of Benefits Table in respect of the cost of replacing or restoring business documents and records which are **Your** property or responsibility, following loss or damage during the **Trip**.

#### DEFINITIONS

##### **Business Equipment**

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

#### WHAT WE DO NOT COVER

1. the **Excess** amount shown in the Schedule of Benefits Table.
2. damage due to wear and tear or gradual deterioration.
3. loss of or damage to household effects.
4. electrical or mechanical breakdown or derangement.
5. loss or damage to **Valuables** contained in baggage whilst such baggage is in the custody of Carriers and outside **Your** control.
6. theft or attempt of theft of **Valuables** when they are unattended other than when securely locked in a building or securely locked out of sight inside a motor vehicle.
7. loss of cash, currency, bank notes, travellers' cheques, passports, driving licenses, green card, petrol coupons, tickets, ski passes, securities and documents.
8. confiscation or detention by Customs or other Authority.

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## Section 9.2 – Business Money

#### WHAT IS COVERED

**We** will reimburse **You**, up to an amount not exceeding the sum insured shown in the Schedule of Benefits Table, if during the **Trip**, business **Money** is lost, stolen or destroyed.

#### DEFINITIONS

##### **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.

#### WHAT WE DO NOT COVER

1. the **Excess** amount shown in the Schedule of Benefits Table.
2. any loss not reported to the Police within 48 hours of discovery.
3. money lost in exchange, or through errors or omissions in transactions or purchases.
4. loss of money contained in baggage whilst such baggage is in the custody of Carriers and outside **Your** control.
5. confiscation or detention by Customs or other Authority.
6. any loss in respect of the fraudulent use of 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 the reporting to the Issuing Company or Bank of any misplacement or loss.

### Section 9.3 – Replacement Staff

#### WHAT IS COVERED

**We** will reimburse **You** up to an amount not exceeding the sum insured shown in the Schedule of Benefits Table for any **Expenses** incurred during the **Trip** as a direct result of an **Injury** to or illness of an **Insured Person** which in the opinion of a **Medical Practitioner** will last for a period in excess of seventy two (72) hours, to send a substitute person to complete the original business commitments and objectives of the **Insured Person**.

#### DEFINITIONS

##### **Expenses**

Expenses reasonably and necessarily incurred in sending a substitute person.

#### WHAT WE DO NOT COVER

1. for expenses that **You** have paid or budgeted to pay before the commencement of the **Trip**.

### Section 10 – Yacht Charter Excess Waiver

**NOTE: Section 10 only applies if You have purchased an Annual Gold or Silver Multi-Trip Certificate or have paid an additional supplement in respect of a Bronze or Single Trip.**

#### WHAT IS COVERED

If **You** sustain loss of or theft of or damage to a Chartered yacht or motor boat **We** shall indemnify **You** up to the sum insured shown in the Schedule of Benefits Table in respect of the monetary amount that **You** are legally liable to pay as an excess or deductible or deposit to that part of a Chartered Yacht insurance Certificate or any other insurance Certificate applicable to **You** for which cover in respect of loss of or theft of or damage to a chartered yacht is in force up to the Sum Insured as per the schedule.

#### DEFINITIONS

##### **Yacht**

Any vessel chartered by **You** under a recognised yacht or motorboat charter agreement.

#### WHAT WE DO NOT COVER

1. any loss of or damage to a **Yacht** caused deliberately by **You**;
2. any loss of or damage to a **Yacht** 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 rental.

3. any loss of or damage to a **Yacht** due to a violation of the terms of the charter agreement.
4. any claim arising out of racing unless the additional racing premium has been paid or Standard Cover Yachtsman's Gold / Silver is in force.
5. the **Excess** as per the schedule of benefits unless racing, where the standard **Excess** shall be replaced with a 25% co-insurance excess, where **You** will pay 25% of the total claim payable as an **Excess**, subject to a minimum £/€100.

#### CONDITIONS AND LIMITATIONS

1. A claim shall not be payable unless the Yacht has been chartered under a recognised charter agreement.

2. A claim shall not be payable unless **You** have complied with all requirements of the yacht charter agreement and of the chartered yacht insurance Certificate or any other insurance Certificate applicable to **You** under which **You** are claiming in respect of loss of or theft of or damage to the chartered yacht.

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## Reciprocal Health Agreements

### EU, EEA or Switzerland

If **You** are travelling to countries within the European Union (EU), the European Economic Area (EEA) or Switzerland it is a condition of this policy that **You** obtain a European Health Insurance Card (EHIC) or equivalent. 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.

### 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.

## Activity and Sports List

Cover is available for the activities and sports listed below:

Cover under section 6 Personal Liability (only) for those activities and sports marked with an \* is excluded.

Activities and sports marked with an # are subject to:

If **Your** trip includes activities on board a yacht or motorboat, **We** will include **Your** Personal Liability as defined in

Section 6(2) except where such liability is covered or would be covered by a Yacht or Motorboat Liability Certificate by

any other insurer or indemnifying organisation.

This list is not exhaustive. If **You** intend to participate in any activity not noted below please provide details to Topsail

Insurance who will approach **Us** to request cover.

Abseiling

Angling

Archery  
Assault course  
Badminton  
Banana boating  
Baseball  
Basketball  
Beach games  
Bowling  
Bungee jumping  
Canoeing  
Clay pigeon shooting  
Cricket  
Curling  
Cycling  
Deep sea fishing  
Dinghy sailing  
Fell walking  
Fishing  
Football (amateur)  
Go karting \*  
Golf  
Handball  
Hiking  
Horse riding (excluding  
racing, jumping and  
eventing)  
Hot air ballooning (as a  
passenger)  
Hovercraft \*  
Ice skating  
Jet skiing (no racing)  
Kayaking (up to grade 2  
only)  
Kite surfing \*  
Mopeds or Motor Scooters  
(125cc and under)  
Netball  
Organised safari (without  
guns)  
Paint balling \*  
Quad biking (no racing)  
Rambling\*  
Rounders  
Running (non competitive)  
Sailing and Powerboating  
(within and outside  
territorial waters) #  
Scuba diving (to 30 metres  
and accompanied)  
Sea Canoeing  
Sledging  
Softball  
Swimming  
Table Tennis  
Ten pin bowling  
Tug of war  
Walking  
Water-skiing  
White water rafting (up to  
grade 4 only)  
Yachting (including yacht  
racing and crewing within  
and outside territorial  
waters) #  
Indoor climbing  
Jet boating \*  
Karting \*

Mountain biking (no racing)  
Orienteering  
Pony Trekking  
Racket ball  
Roller skating (including  
blading)  
Rowing  
Snorkelling  
Squash  
Surfing  
Tennis  
Trekking (up to 4,000m)  
Volleyball  
Water polo  
Whale watching  
Wind surfing



## **Yacht and Motorboat Charter Excess waiver**

**Do you charter boats ?**

**Are you a yacht or motorboat charterer ?**

**Do you or your clients require insurance to cover the excess or deposit ?**

### **Yachtsman's Travel Policies only from Topsail Insurance**

#### **What is Excess?**

Quite simply, if you hire or "charter" a boat and it gets damaged or stolen, you may be required to pay the 'Excess' (or "deductible" or lose a "deposit") and this is the amount of money that you have to pay in the event of an insurance claim.

#### **What is Charter Excess Waiver Insurance?**

Charter Excess waiver insurance is an additional cover, which protects you from these 'excess' costs you would otherwise have to pay.

#### **Here's an example:**

Let's say your charter boat is involved in a collision and it costs £2,000 to repair the damage. Under the terms of your charter agreement, you have to pay an 'excess' of £500 to the Charter company or boat owner, and their insurance company pays the rest of the repair costs (£1,500). If, however, you have - 'excess insurance' - you won't have to pay the £500 and only pay the standard travel policy excess.

#### **Yachtsman's Travel Insurance**

Topsail Insurance can provide you with this Charter Excess Waiver cover with your Yachtsman's Travel Insurance. It comes as standard with our Annual Gold and Silver cover and can be bought separately with a small additional premium with the Bronze and Single trip policies.

If you are liable for a higher excess or for longer duration than the standard cover, Topsail can extend the cover to include higher sums insured. (see the table overleaf)

## Yacht Charter Excess Waiver

If **You** sustain loss of or theft of or damage to a Chartered yacht, **We** shall indemnify **You** up to the sum insured shown in the Schedule of Benefits Table in respect of the monetary amount that **You** are legally liable to pay as an excess or deductible or deposit to that part of a Chartered Yacht insurance policy or any other insurance policy applicable to **You** for which cover in respect of loss of or theft of or damage to a chartered yacht is in force up to the Sum Insured as per the schedule.

### Definitions Applicable to Yacht Charter Excess Waiver.

**Yacht** shall mean any vessel chartered by **You** under a licensed Yacht Chartering Agreement.

### Conditions Applicable to Yacht Excess Waiver.

1. A claim shall not be payable unless the Yacht has been chartered from a recognised yacht or motorboat charter company and a valid charter contract is in place.
2. A claim shall not be payable unless **You** have complied with all requirements of the yacht charter agreement and of the chartered yacht insurance policy or any other insurance policy applicable to **You** under which **You** are claiming in respect of loss of or theft of or damage to the chartered yacht.

### Exclusions Applicable to Yacht Charter Excess Waiver.

**We** shall not pay for;

1. any loss of or damage to a chartered yacht caused deliberately by **You**;
2. any loss of or damage to a chartered yacht 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 rental.
3. any loss of or damage to a chartered yacht due to a violation of the terms of the charter agreement.
4. any claim arising out of racing unless the additional racing premium has been paid or Standard Cover Yachtsman's Gold and Yachtsman's Silver is in force.
5. the **Excess** as per the schedule of benefits unless racing, where the standard **Excess** shall be replaced with a 25% co-insurance excess, where **You** will pay 25% of the total claim payable as an **Excess**, subject to a minimum £/€120.

| <b>Schedule of benefits Limit of Indemnity</b>  | <b>Yachtsman's Gold</b>  | <b>Yachtsman's Silver</b>   | <b>Single Trip and Yachtsman's Bronze</b> |
|---|--|---|---|
| Standard Cover included within the policy:  | £/€500 any one person up to £/€1,000 in all any one charter any one loss | £/€350 any one person up to £/€700 in all any one charter any one loss                  | No Cover included                         |
| <b>Excess applicable</b>  | £/€ 50   | £/€ 75  | £/€ 75                                    |
| <b>Additional Premium for up to 14 days charter</b>   |  |   |   |
| Minimum and inclusive of current insurance premium tax  |  |   |   |
| Standard Cover plus £ 1,000   |  | £/€ 100   |   |
| Standard Cover plus £ 2,000   |  | £/€ 200   |   |
| Standard Cover plus £ 3,000   |  | £/€ 300   |   |
| Standard Cover plus £ 4,000   |  | £/€ 400   |   |
| Limit of Indemnity maximum amount payable any one charter any one loss, Maximum 14 days charter any one insurance period. |  |   |   |
| If racing plus 25% of additional premium 25% co-insurance clause to apply min £/€ 120                                     |  | Option to extend up to 28 days charter period any one insurable period - double premium |   |

Dear SPOSC Members,



We are still hoping to run an October Solent cruise this year. We need Skippers for the yachts. Kev Wallis can do the second part of the week commencing Monday 12<sup>th</sup> October 2015. If a Skipper and first mate can do this week or an alternative week please let me know ASAP.

This year is disappearing rapidly and so it is time to look ahead.

Your committee are considering alternative and additional events for 2016. **These are all reliant on Skippers stepping forward and volunteering to run these trips.**

Your committee have come up with a number of suggestions for next year. If any of the Skippers or members have additional proposals for trip's they would like considered, then please let me know. There will not be a PSUK in 2016.

Our next committee meeting will be in late October. We hope to be able to put skippers to trips ready for the AGM and circulate them for members to arrange leave etc.

**Skippers please look at the list and let me know by 5<sup>th</sup> October 2015 which trips you would be willing to organise.** I appreciate that many of you will not be able to confirm at this stage but if we know which trips you would like to organise we can provisionally enter them onto the calendar.

| Date / Month                              | Event            | Location      | Type     |
|---|------------------|---------------|----------|
| March                                     | Frostbite        | Solent        | Cruise   |
| March / April                             | RYA Practical    | Solent        | Training |
| 26 <sup>th</sup> – 29 <sup>th</sup> April | UKFSC            | Solent        | Racing   |
| 27 <sup>th</sup> – 29 <sup>th</sup> May   | Royal Escape     | Cross Channel | Racing   |
| May / June                                | Passage          | TBA           | Cruise   |
| 27 <sup>th</sup> – 29 <sup>th</sup> June  | Round The Island | Isle Of Wight | Racing   |
| July                                      | Owners Rally     | TBA           | Cruise   |
| September                                 | Passage          | Cross Channel | Cruise   |
| October                                   | Autumn Trip      | Solent        | Cruise   |
| October/November                          | RYA Practical    | Solent        | Training |
| Winter Series                             | Sunsail SLAM     | Solent        | Racing   |

As can be seen there are some interesting suggestions here. **We need Skippers to run these! If there is no Skipper we cannot sail.**

I look forward to receiving the Skippers responses and hope to see some of you on the water in October.

Owen Poplett  
Chair.

Sussex Police Offshore Sailing Club website at – [sposc.weebly.com](http://sposc.weebly.com)



**From:** Nick.Mason@met.pnn.police.uk [mailto:Nick.Mason@met.pnn.police.uk]

**Subject:** Info re Worlds - Requires urgent attention

All.

Please note the following that will be going out on the Police Sailing website concerning the Police World Yacht Championships to be held in Croatia next year. As per the instructions below you need to act now and show your interest if you wish to compete.

Regards

Nick

**Franjo.**

For information this is the e-mail list of competitors who came to the UK to compete in The Police Sailing Championships in 2014

Regards

Nick

Dear prospective competitor

Some information is now available concerning the World Police Yacht Sailing Championships to be held in September 2016. Details are limited at this time but please take note of the following and act upon the information if you wish to compete;

The subject of the worlds and various venues was discussed at the ICCA Coppers Cup recently held in Croatia where the UK was represented by Bryan Tucker and his team from Dorset. Germany stated they were willing to hold the event if no one else came forward but warned that it would have to be held outside of the summer season as the charter costs would be prohibitive during summer months. Additionally the venue would be in Northern Germany and it would be cold!

Several of the Skippers present stated they favoured Croatia as a venue. Franjo Stancin (Slovenia) agreed to research this and stated he would report back.

Franjo has now identified two dates for the event 10th - 17th September 2016 or 17th - 24th September 2016 and has identified a fleet of 20 x 35ft Benetau First Yachts available for charter. At this time there are no exact details but generally you should assume the following;

**Entry Fee:** Will be no more than 3500 Euros (about £2,700 at current exchange rate). This price includes your boat charter, transit log, tourist tax, 5 dinners and a spinnaker.

**Flights:** Are an additional expense.

**Venue:** Dalmatia (In the vicinity of Biograd, Murter, Kornati).

**Boats:** Benetau First 35 with spinnakers. Note that these boats have a maximum crew of 6. Sleeping arrangements are 2 in forward cabin, 2 in aft cabin and 2 in saloon.

**Please note that there are only 20 boats available.**

**What you need to do:** Please complete the attached form of 'Initial enrolment' and send to [frenks@gmail.com](mailto:frenks@gmail.com)

**From:** Laura Davison [mailto:Laura.Davison@spa.pnn.police.uk]

**Sent:** Tuesday 15 September 2015 15:20

**Subject:** North Brits 2016

**NOT PROTECTIVELY MARKED**

Hi All

My apologies for the delay in getting this out to you. I can confirm the next North British Police and Invitation Sailing Championships will be held between 6th and 10th June 2016.

I am still awaiting confirmation from some marinas but I will put out an event description in due course. I can confirm that we will be starting from Troon and finishing at Largs Marina.

Best Wishes

Laura

Laura Davison  
Mark Enhancement Recovery Officer  
**FORENSIC SERVICES (Glasgow)**  
**SCOTTISH POLICE AUTHORITY**  
Scottish Crime Campus  
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