

## SPORTS EQUIPMENT INSURANCE

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### SUMMARY OF COVER

Level of Sports Equipment Cover	Policy Limit	Policy Excess
Bronze	£1,000.00	£25.00
Silver	£2,000.00	£35.00
Gold	£3,000.00	£45.00

**Your** Sport Equipment Insurance is provided by Online Travel Insurance Services, arranged by Voyager Insurance Services Ltd and underwritten by UK General Insurance Ltd on behalf of Great Lakes Reinsurance (UK) SE, Registered in England No. SE000083. Registered Office: Plantation Place 30 Fenchurch Street, London, EC3M 3AJ

UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority.

Great Lakes Reinsurance (UK) SE, is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. This can be checked on the Financial Services Register at [www.fca.org.uk/firms/systems-reporting/register](http://www.fca.org.uk/firms/systems-reporting/register) or by calling them on 0800 111 6768.

## CANCELLATION RIGHT

If **You** decide that for any reason, this **Policy** does not meet **Your** insurance needs then please return it to Online Travel Insurance Services, within 14 days from the day of purchase or the day on which **You** receive **Your** policy documentation, whichever is the later. On the condition that no claims have been made or are pending, **We** will then refund **Your** premium in full.

Thereafter, **You** may cancel the insurance cover at any time by informing Online Travel Insurance Services, however no refund of premium will be payable.

- The **Insurer** shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **You** at **Your** last known address. Valid reasons may include but are not limited to: Fraud, Non-payment of premium, Non-compliance with policy terms and conditions and Threatening and abusive behavior

Provided the premium has been paid in full, **You** will be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

## Definitions

The following words shall have the meanings given below wherever they appear in **bold** with a Capital Letter:

- **Accidental Damage:** Accidental and unforeseen damage to the **Equipment** which prevents the **Equipment** from being used in the way in which it was intended and is not otherwise excluded by the policy.
- **Claims Handler:** Direct Group Ltd
- **Consequential Loss:** Any other costs that are directly or indirectly caused by the event which led to **Your** claim unless specifically stated in this policy, for example, any **Equipment** hire fees incurred as a result of **Theft** of **Your Equipment**.
- **Equipment:** Any items of sports and leisure activity effects that **You** own, or for which **You** are legally responsible and which is intended to be used taking part in its related activity.
- **Insured Incident:** Any incident which gives rise to a loss which is covered under this insurance.
- **Insured Location:** Any appropriately secure and locked hotel or holiday accommodation, or any other location as specified and agreed by **Us**,
- **Insurer, We, Us, Our:** UK General Insurance Ltd on behalf of Great Lakes Reinsurance (UK) SE.
- **Loss:** Where the **Equipment** has accidentally been left in a location resulting in **You** being permanently deprived of its use.
- **Limit of Indemnity:** The maximum liability of the **Insurer**, as detailed on the policy schedule.
- **Territorial Limits:** This policy shall apply worldwide.
- **Terrorism:** Any act including but not limited to the use of force or violence and/or the threat thereof,

of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any government(s), religious, ideological or similar purpose including the intention to influence any government and/or to put the public, or any section of the public in fear or danger.

- **Theft:** The unauthorised and dishonest appropriation of **Your Equipment** by another person with the intention of permanently depriving you of it or the removal of **Your Equipment** by forcible and violent means against **Your person**.

- **You, Your(s), Insured:** All person(s) within the age limit, the names of whom are provided to Online Travel Insurance Services, at the time of premium payment and are shown on the schedule. All persons must be permanently resident in the United Kingdom, Channel Islands or the Isle of Man and registered with a medical practitioner in one of these areas, being the one in which **You** permanently reside. Each person is separately insured with the exception of children / grandchildren insured on an annual multi-trip policy unless travelling with an insured adult.

#### **WHAT YOU ARE COVERED FOR:**

Subject to the **Limit of Indemnity** shown in the schedule, **We** will cover the cost of repairing, reinstating or replacing **Your Equipment** with items of the same or similar specification, taking any relevant depreciation deductions into account, following **Loss, Theft or Accidental Damage** subject to the terms and conditions of this policy.

#### **BASIS OF CLAIM SETTLEMENT**

Claims will be settled on the basis of the market value at the time of the **Loss, Theft or Accidental Damage**, taking into account wear and tear and depreciation. This depreciation mark will be calculated by applying a 10% reduction on market value for every year that the item is over 12 months old with the item not exceeding a maximum of 7 years old. Should the items be under 12 months old and were purchased from new by **You**, subject to the **Limit of Indemnity** shown on the policy schedule representing the full value, claims will be settled on the basis of the full replacement cost without deduction for wear and tear or depreciation.

#### **CLAIMS PROCEDURE**

In the event of any incident which may give rise to a claim, **You** must notify **Your Claims Handler** as soon as possible; they can be contacted on:

Specialist Claims, PO BOX 1192, DONCASTER, DN1 9PU

Telephone Number: 0344 893 1022

E-mail address: specialistclaims@directgroup.co.uk

**You** must provide **Us** with any receipts, documents or proof of purchase, that it is reasonable for **Us** to request.

In all correspondence, please state that **Your** insurance is provided by UK General Insurance Limited and quote scheme reference 06363A.

UK General Insurance Ltd is an insurer's agent and in the matters of a claim, act on behalf of the **Insurer**.

### COMPLAINTS PROCEDURE

It is the intention to give **You** the best possible service but if **You** do have any questions or concerns about this insurance or the handling of a claim, **You** should follow the Complaints Procedure below:

#### Complaints regarding:

SALE OF THE POLICY	CLAIMS
Complaints regarding the sale of your policy:	Complaints regarding the you claim:
Online Travel Insurance Services	Customer Relations, PO Box 1193, Doncaster, DN1 9PW, <a href="mailto:Customer.relations@directgroup.co.uk">Customer.relations@directgroup.co.uk</a>

If **Your** complaint about the sale of **Your** policy cannot be resolved by the end of the next working day, **Your** agent will pass it to:

Customer Relations Department, UK General Insurance Limited, Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds, LS10 1RJ

Tel: 0345 218 2685 Email: [customerrelations@ukgeneral.co.uk](mailto:customerrelations@ukgeneral.co.uk)

In all correspondence, please quote scheme reference 06363A

If it is not possible to reach an agreement, **You** have the right to make an appeal to the Financial Ombudsman Service. This also applies if **You** are insured in a business capacity and have an annual turnover of less than €2million and fewer than ten staff.

**You** may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London, E14 9SR

Tel: 0800 023 4 567

Mob: 0300 123 9 123

The above complaints procedure is in addition to **Your** statutory rights as a consumer. For further information about **Your** statutory rights, contact **Your** local authority Trading Standards Service or Citizens Advice Bureau.

### COMPENSATION SCHEME

Great Lakes Reinsurance (UK) SE is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can get more information about compensation scheme arrangements from the FSCS or visit [www.fscs.org.uk](http://www.fscs.org.uk)

### GENERAL CONDITIONS:

**You** must take precautions to safeguard against loss and take all appropriate steps to mitigate the costs of any claim.

#### Recovery of Costs:

1. **You** must pay to the **Insurer** any sums directly recovered from a third party to the extent of the sums indemnified under this policy;
2. **You** must take any action possible to recover any sum the **Insurer** has paid or will be liable to pay and pay any such amounts recovered to the **Insurer**;
3. Upon conclusion of a claim against this policy, **We** may take over and, if necessary, conduct proceedings in **Your** name to recover any costs from a third party.

#### Contribution:

If at the time of any loss or damage to **Equipment**, there shall be any other insurance covering such loss or damage or any part thereof the **Insurer** shall not be liable for more than a ratable proportion of such loss or damage.

#### Fraudulent Claims:

If **You** make any request for payment under this policy knowing it to be fraudulent or false in any respect, this policy shall become void and any premiums paid hereunder shall be forfeited and the **Insurer** shall be entitled to recover any claims monies previously paid.

#### Assignment:

This policy of insurance is between and binding upon **the Insurer** and **You** and their respective successors in title, however, the policy may not be otherwise assigned by **You** without **Our** prior written consent.

#### Consumer Insurance (Disclosure and Representations) Act 2012:

**You** are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to:

1. Supply accurate and complete answers to all the questions **We** or the administrator may ask as part of **Your** application for cover under the policy;
2. To make sure that all information supplied as part of **Your** application for cover is true and correct;
3. Tell **Us** of any changes to the answers **You** have given as soon as possible.

Failure to provide answers in-line with the requirement of the Act may mean that **Your** policy is invalid and that it does not operate in the event of a claim.

#### **GENERAL EXCLUSIONS**

**We** will not be liable for:

1. The excess as shown on **Your** schedule;
2. **Theft** or attempted **Theft** from any **Insured Location**, unattended vehicle or trailer unless all doors, windows and other points of access have been closed and locked and any security devices correctly set to operate and all keys removed from the building, vehicle or trailer;
3. **Loss** or **Accidental Damage** to canoes whilst used in whitewater or fast flowing water;

4. Any claim arising from the sinking or stranding of canoes;
5. **Loss or Accidental Damage** to watercraft (other than canoes) whilst in use;
6. **Loss, Theft or Accidental Damage** to watercraft exceeding 17ft in length or powered by an engine capable of greater than 8 HP;
7. Breakage of articles of a fragile or brittle nature in transit unless caused by fire or accident to the means of conveyance;
8. **Loss or Accidental Damage** caused by wear and tear, depreciation or deterioration, insect or vermin, mechanical or electrical breakdown or derangement, faulty or defective design or materials, any process of cleaning, dyeing, heating, repairing or restoring the action of light, mildew staining, atmospheric or climatic conditions or any gradually operating cause;
9. **Loss, Theft or Accidental Damage** arising directly or indirectly from delay, detention, confiscation, requisition or destruction by order of any Government Customs or other authority;
10. **Loss, Theft or Accidental Damage** of or to general office equipment and household goods;
11. **Loss, Theft or Accidental Damage** to consumable goods, cash notes, cheques, traveller's cheques, postal or money orders, credit cards, travel tickets, stamps, bonds, coupons, securities or documents of any kind whatsoever;
12. Loss of or damage to **Equipment** insured under this policy caused by:
  - The wilful or malicious act of yourself or any authorised user of the **Equipment**, or
  - It's deliberate abandonment or abandonment in retreat, other than where such act or abandonment is necessary in an attempt to save human life;
13. Losses or **Accidental Damage** discovered when carrying out an inventory stock taking or other similar check or as a result of misfiling or misplacing information;
14. Losses not reported to the police or any other appropriate authority within 24 hours of the discovery of the loss and on official written report obtained. In the case of an airline, a Property Irregularity Report will be required;
15. **Loss, Theft or Accidental Damage to Equipment** lent or hired out without your supervision;
16. Telephones or radio communications equipment, walkie talkies and associated equipment unless specifically endorsed and specified in the policy schedule;
17. Damage to any **Equipment** described in the detailed schedule lodged with and accepted by the **Insurer**:
  - Unless at the time of such damage it is being used for the purpose for which it was intended and in line with the manufacturer's instructions;
  - As a result of any foreign body or matter entering such **Equipment** during the ordinary course of working;
18. In any action suit or other proceedings where the **Insurer** alleges that by reason of the provisions of any exclusion, any damage is not covered by this policy the burden of proving that such damage is covered shall be upon **You**;
19. **Loss/Theft** of or **Accidental Damage to Equipment** used for any trade, business or profession;
20. **Sports Equipment**, or any removable parts, not appropriately locked and secured when left unattended and in any case for not more than 24 hours other than at **Your Insured Location**;

21. **Loss, Theft or Accidental Damage** directly or indirectly caused by or in connection with any war, act of **Terrorism**, invasion, acts of foreign enemy, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection or military or usurped power;
22. Any loss or damage or expenses whatsoever resulting or arising there from or any **Consequential Loss** and any legal liability of whatsoever nature directly or indirectly caused by or arising from:
- Irradiation, or contamination by nuclear material;
  - The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter;
  - Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter;
  - Pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds;
  - Pollution or contamination;
23. **Consequential Loss** of any kind;
24. **Loss, Theft or Accidental Damage** occasioned by or happening through or in consequence of:
- Riot, civil commotion and (except in respect of destruction or damage by fire or explosion) strikers, locked out workers or persons taking part in labour disturbances;
25. Any malicious act committed by a person or persons acting on behalf of or in connection with any unlawful association;
26. Any **Insured Incident** which occurred outside the **Period of Insurance**.
27. Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.
- For the purposes of this Policy, Electronic Data shall mean facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.
- For the purposes of this Policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

## **DATA PROTECTION ACT 1998**

Please note that any information provided to **Us** will be processed by **Us** and **Our** agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. **We** may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area.

## **LAW APPLICABLE TO CONTRACT**

Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the **United Kingdom** in which **Your** main residence is situated.

