

Claims procedure

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

Cega Claims Service
PO Box 127
Chichester
West Sussex
PO18 8WQ
England
Phone: 01243 621233

You must report any claim as soon as possible. Also, **you** must contact Cega Claims Service as soon as **you** find out about any condition or circumstances which may cause an insured **trip** to be cancelled or cut short.

THE CONTRACT OF INSURANCE

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

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

This insurance is provided by certain underwriters at Lloyd's under Contract number P07B6028209 granted to Golfguard Ltd and Mead Sport & Leisure Ltd., Telephone 01692 535442. Underwriters shall only be liable for their own share of the risk and not for each other's share. **You** may ask for the names of the underwriters and the share of the risk each has taken on.

Governing Law

Unless **we** have agreed otherwise with **you**, this contract is governed by English Law.

Language

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

Customer satisfaction

Thank you for choosing **us** for **your** insurance. This document sets out what is and is not covered. Certain words shown in **bold** in this insurance have specific meanings and these are explained under **definitions**.

Please check that the cover explained in this document and the schedule meets **your** needs and that **you** understand it. If **you** have any questions about **your** insurance, please contact the insurance adviser who arranged this insurance for **you**.

Our promise to you

We aim to provide a first-class service. If **you** have any cause to complain, or feel **we** have not kept **our** promise, please contact Mead Sport & Leisure Ltd who arranged this insurance for **you**. When **you** do this, quote the Certificate number shown on the schedule page.

Having contacted Mead Sport & Leisure Ltd if **you** are still not satisfied, please send **your** complaint to the Chief Executive of **Equity Red Star** at:

52 Leadenhall Street
London
EC3A 2BJ.

If **you** are still not satisfied with the way a complaint has been dealt with **you** may ask Lloyds to review **your** case. Their address is:

Policyholder & Market Assistance
Lloyd's Market Services,
One Lime Street
London EC3M 7HA.
Phone: 020 7327 5693
Fax: 020 7327 5225
E-mail: complaints@lloyds.com

If **you** are still not satisfied, **you** may refer **your** complaint to the Financial Ombudsman Service (FOS).

The address is:
The Financial Ombudsman Service,
South Quay Plaza,
183 Marsh Wall,
London E14 9SR.
Phone: 0845 080 1800
E-mail: enquiries@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

These procedures would not affect your rights to take legal action if necessary.

GENERAL DEFINITIONS

The words and phrases below have the meanings shown whenever they appear in this document, schedule and endorsements.

Accident

A sudden, unexpected specific event which happens during the **period of insurance** and at a time and place which can be identified. It includes being exposed to severe or exceptional weather conditions.

Bodily injury

Physical injury (including illness directly resulting from that physical injury) caused only by an **accident** and which results in an **insured person's** death or disability within 12 months of the date of the **accident**.

Broken bone(s)

A fracture to a bone that requires hospital treatment, excluding fingers, thumbs or toes.

Child, children

A child or children under 18 years of age, in full-time education and residing with the **family**.

Dislocation or torn ligament

The dislocation or torn ligaments of a shoulder, elbow or knee that require hospital treatment.

Doctor

A legally-qualified medical practitioner other than **you**, your **partner** or a member of **your** immediate **family**.

Emergency Dental Treatment

Emergency treatment to natural teeth within 7 days of the **accident**.

Equity Red Star.

Equity Red Star is made up of underwriters who have insured **you** under this contract. Each underwriter is only liable for their own share of the risk and not for any other's share. **You** can ask **us** for the names of the underwriters and the share of the risk that each has taken on.

Family

The principal **insured person**, his or her spouse or common law partner and their **children** when travelling together with the principal **insured person** or his or her spouse or common law partner.

Insured person(s)

The person(s) named on the Certificate and for whom the appropriate premium has been paid, being resident in the **United Kingdom**.

Loss of hearing

Total and permanent loss of hearing.

Loss of limb

The permanent loss, by physical separation, of a hand at or above the wrist, or of a foot at or above the ankle and includes permanent and total loss of use of a hand, arm, foot or leg.

Loss of sight

The permanent and total **loss of sight** which **we** consider as having happened:

- in both eyes, if an **insured person's** name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist; or
- in one eye if, after correction, the degree of sight an **insured person** has left in that eye is 3/60 or less on the Snellen Scale (meaning they can see at three feet what they should be able to see at 60 feet).

Loss of speech

Total and permanent loss of speech.

Medical emergency

A **bodily injury** sustained by an **insured person** whilst on a **trip** which results in **hospital** in-patient or out-patient **treatment**.

Mountain rescue team

Members of the Mountain Rescue Team of England and Wales or the Mountain Rescue Committee of Scotland and who maintain records of each emergency call-out.

Mountain rescue

A '999' emergency call-out to assist in the recovery of an **insured person** from the hills, fells or mountains of the **United Kingdom** as a result of a **medical emergency**.

Period of insurance

The period stated on the Schedule and for which the appropriate premium has been paid.

Permanent total disability

Bodily injury which entirely prevents an **insured person** from working in any business or occupation for which they are reasonably suited by training, education or experience, and which, after a period of 52 weeks from the date of disability, shows no signs of ever improving.

Personal effects

Clothing, **valuables** and personal belongings worn on the person or as usually carried by an **insured person** for their individual use during a **trip**.

Pre-existing condition

A physical or mental disability, or ongoing or recurring medical condition (one that keeps coming back), which an **insured person** had, knew they were likely to have, or had symptoms of, before the **period of insurance** (unless **we** have agreed to provide cover in writing).

Treatment

Surgical or medical procedures, the sole purpose of which is the cure or relief of acute illness or injury.

Trip

Any walking trip in the hills, fells or countryside of the **United Kingdom**.

United Kingdom

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

Valuables

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

Walking

Hill, fell or mountain walking, hiking or rambling but not free-climbing, rock climbing or mountaineering using ropes or climbing equipment.

We, us, our,

Equity Red Star, managed by Equity Syndicate Management Ltd, which in the **United Kingdom** is authorised and regulated by the Financial Services Authority. The Financial Services Authority website includes a register of all regulated firms (www.fsa.gov.uk/register), or **you** can contact the Financial Services Authority on 0845 606 1234. **Our** FSA registration number is 204851.

Equity Syndicate Management Ltd is registered in England number 426475. Registered office: Library House, New Road, Brentwood, Essex, CM14 4GD.

We are members of the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **we** are unable to meet **our** liabilities under this insurance. This depends on the type of business and the circumstances of the claim. A claim is protected for 90%, without any upper limit. For compulsory classes of insurance the claim will be met in full. Further information about the compensation scheme arrangements is available from FSCS. Information can be obtained on request, or by visiting the FSCS website at www.fscs.org.uk

You, your

The person or people named in the schedule as the **insured person(s)**.

GENERAL CONDITIONS

1. The **insured person** should declare to **us** all facts which are likely to affect this insurance. Failure to do so may prejudice entitlement to claim, and if an **insured person** is uncertain as to whether a fact is likely to affect this insurance, it should be disclosed to **us**.
2. **Your right to change your mind if you are a private policyholder:**
You may cancel the insurance, without giving reason, by sending us written notice and returning the insurance documents within 14 days of it starting or (if later) within 14 days of **you** receiving the insurance documents. **We** will make a charge equal to the period of cover **you** have had, but this charge will be subject to a minimum amount of £25 + Insurance Premium Tax (IPT).
3. **Cancellation**
We may cancel this insurance by sending 7 days' written notice to your insurance adviser who arranged this insurance for **you**. In this event the premium shall be adjusted appropriately for the unexpired part of the **period of insurance** provided no claims have been made.
You may cancel this insurance by giving **us** 7 days' written notice. If **you** cancel after the first 14 days of receipt of **your** insurance documents no premium refund will be made.
We can cancel any cover against war provided by this contract of insurance by sending seven days' notice to **your** insurance adviser who arranged this insurance for **you**.
5. The **insured person** shall exercise reasonable care for the supervision and safety of their property.
6. The **insured person** must take all reasonable steps to avoid or minimise any claim.
7. The **insured person** must avoid self-exposure to needless peril (except in an endeavour to save human life).
8. The **insured person** shall comply with the full terms and conditions of this Certificate before a claim will be paid. The **insured person** shall make no admission, offer, promise or payment without **our** prior consent.
9. **We** are entitled to take over the **insured person's** rights in the defence or settlement of a claim or to take proceedings for **our** own benefit against another party and shall have full discretion in such matters. **We** may, at any time, pay to the **insured person our** full liability under this Certificate after which no further liability shall attach to **us** in any respect or as a result of this action.
10. The **insured person** shall take all practicable steps to recover any article lost or stolen and to identify and ensure the prosecution of the guilty person(s). **We** may at any time at **our** expense and without prejudice to any question between **us** and an **insured person** take such action as appropriate for the recovery of the property lost or stated to be lost.
11. Written notice shall be given to **us** in respect of any event that may lead to a claim. The **insured person** shall supply **us** with a written statement substantiating the claim, together with all certificates, information, evidence and receipts required by **us** at the expense of the **insured person**. As often as **we** require the **insured person** shall submit to medical examination at **our** expense. In the event of the death of the **insured person we** shall be entitled to have a post mortem examination carried out at **our** expense.
12. **Fraudulent claims**
If a claim is made which an **insured person**, or anyone acting on their behalf, knows is false, fraudulent or exaggerated, **we** will not pay the claim and cover under this insurance will end without **us** returning **your** premium. If **we** have paid any benefit it must be repaid.
13. Where an amount is stated in this Certificate as the first amount of each claim that is not insured (the excess), this amount will be deducted in respect of each and every separately identifiable occurrence of loss, whether notified to **us** as one claim or otherwise.
14. Under Section 3 – Personal effects, the Association of British Insurers practice is for insurers to contribute to the settlement of each other's claims when a loss is covered under more than one policy. This spreads the cost and helps to keep premiums down. **You** must provide details of the household contents insurance of the **insured person** making a claim. If **you** fail to give this information, **your** claim may be delayed.

GENERAL EXCLUSIONS

This insurance does not cover death, loss, disability or expense directly or indirectly caused or contributed to, by, resulting from, or in connection with the following.

1. Claims made under this Certificate by any person aged 80 years or over unless cover agreed by **us**.
2. Active service in the armed forces
3. Flying, other than as a fare-paying passenger or during a **mountain rescue**
4. Rock climbing, mountaineering, caving or potholing
5. Suicide, attempted suicide or intentional self-injury
6. Sexually transmitted diseases, including Human Immune Deficiency Virus (HIV), Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex (ARC), or any related condition
7. Any psychiatric, mental or nervous disorder, including dementia, stress, anxiety or depression
8. An **insured person** taking part in a criminal act, civil commotion or riot of any kind
9. An **insured person** being under the influence of alcohol or drugs
10. Any surgery or treatment that is not medically necessary, cosmetic surgery, reversing cosmetic surgery, or any corrective treatment needed as a result of previous cosmetic surgery
11. Any **pre-existing condition**
12. Claims arising from circumstances known to the **insured person** at the time of applying for insurance or at any time prior to the commencement of the **period of insurance**, or claims arising as a result of a fact or facts material to this insurance where such fact or facts have not been disclosed to **us** prior to the commencement of the **period of insurance**.
13. Any wilful act of the **insured person**.
14. Any claims directly or indirectly caused or contributed to by an **insured person's** self-exposure to needless peril except in an endeavour to save human life, provoked assault or fighting (except in bona fide self defence).
15. Radioactive contamination from:
 - ionising radiation or contamination from any nuclear fuel, or from any nuclear waste arising from burning nuclear fuel; or
 - the radioactive, toxic, explosive or other dangerous effect of any explosive nuclear equipment or part of that equipment
16. War, riot, act of foreign enemy (whether war is declared or not), civil war, revolution, power being seized unlawfully, nuclear, chemical or biological materials being released or escaping, or any other similar event.

If any part of this exclusion is not valid, or **we** cannot enforce any part of it, the rest will still apply.
17. Terrorism

For the purpose of this exclusion, terrorism means an act, or acts, committed for political, religious or similar purposes, with the aim of influencing any government or putting the public, or any section of the public, in fear. Terrorism can include, but is not limited to, using or threatening to use force or violence. The people who carry out acts of terrorism can either be acting alone, or acting on behalf of or in connection with any group, organisation or government.

SECTION 1 - PERSONAL ACCIDENT

Cover – what is covered

We will pay the sum insured shown in the schedule if an **insured person** suffers **bodily injury** while on a **walking trip** during the **period of insurance** in the **United Kingdom** and which results in any of the following.

1. Death (**we** will also pay the sum insured for death if an **insured person** disappears, is not found within 52 weeks, and **we** receive enough evidence to assume that a **bodily injury** caused their death)
2. **Loss of sight** in one or both eyes
3. **Loss of a limb**
4. **Permanent total disability**
5. **Loss of hearing**
6. **Loss of speech**
7. **Broken bone(s)**
8. **Dislocation or torn ligament**
9. Hypothermia requiring inpatient hospital treatment
10. **Emergency dental treatment**
11. **Mountain Rescue Donation**

We will pay £1,000 to the **mountain rescue team** if it is called-out to assist in a **mountain rescue**, which results in an **insured person** needing inpatient hospital treatment for a minimum of 24 hours in the **United Kingdom**.
12. **Out of pocket expenses**

We will pay up to the sum insured for the necessary extra expenses **you** have paid as a direct result of an **accident** and for which **you** have receipts.

Special conditions

- We** will only pay a claim for disappearance under insured event 1 if the person or people receiving the claim payment from **us** agree, in writing, to return the payment if the **insured person** is later found to be alive.
- We** will not pay a claim under more than one of insured events 1 to 6 in the schedule.
 - If loss or disability covered by this insurance causes death (within 52 weeks of an **accident**) before **we** have paid any claim for loss or disability, **we** will only pay the amount shown in the schedule for insured event 1 – Death.
 - If the consequences of an **accident** are more serious than they would otherwise be because of any physical disability or condition an **insured person** had before the **accident** happened, the amount **we** will pay will be the amount **we** would reasonably consider to have paid if those consequences had not been so serious.

SECTION 2 – ADDITIONAL ACCOMMODATION EXPENSES OR CURTAILMENT

Cover – what is covered

We will pay up to £50 each night, up to a maximum of 7 nights, for accommodation for an **insured person's** partner or member of his **family** to stay in the immediate area if an **insured person** is hospitalised for more than 48 hours directly as a result of an **accident**.

or

We will pay up to £350 each **insured person** for accommodation costs that have been incurred and that cannot be recovered if the **trip** has to be curtailed before completion due to an **accident**.

EXCLUSIONS

We will not pay for:

Any claim arising directly or indirectly from:

- Any claims arising from any health condition of the **insured person**, where such condition has already been the subject of a claim under this insurance in respect of any earlier **trip**.
- Any claims where medical or other suitable evidence is not provided as proof of the necessity to curtail a **trip**.
- Any **pre-existing condition**.
- The first £50 each and every **insured person**, in respect of each and every claim, each and every occurrence (with a maximum aggregate excess each claim of £100).
- Anything mentioned in the General Exclusions.

SECTION 3 - PERSONAL EFFECTS (including Walking Equipment)

Cover – what is covered

We will pay up to £500 each **insured person** if in the course of a **trip**, the **insured person's personal effects** are damaged, stolen, destroyed or lost (and not recovered). Subject to the following conditions and exclusions **we** will pay, or at **our** option, replace, reinstate, repair or indemnify the **insured person** in respect of such damage, theft, destruction or loss.

CONDITIONS

- You** must take sufficient precautions to secure the safety of **your personal effects**, and must not leave them unsecured or unattended at any time in a place to which the public have access.
- Cover in respect of theft of **personal effects** left unattended in a motor vehicle is subject to the following:
 - The items must be locked out of sight in a secure area where available; and
 - Forcible and violent means must have been used by an unauthorised person to effect entry into the vehicle; and
 - Evidence of such entry is available.
- If claiming for stolen or lost goods **you** shall produce a receipt for the purchase of the original goods wherever possible. This will simplify **our** assessment and payment of claims.
- You** must report the loss of **personal effects** to the local Police within 24 hours of the incident.
- You** must produce to **us** written documentation confirming that the loss or theft occurred during the **trip** otherwise **your** claim will not be paid.
- If **you** purchase a comparable replacement for a lost or damaged article, **we** shall pay for the replacement cost, providing that the article was less than 2 years old at the time, and that evidence of the original purchase is provided. For articles of 2 years old or more, or if the article is not actually replaced, or evidence of the original purchase cannot be provided, payment shall be based upon the value of the article at the time of loss, or the cost of repair.

EXCLUSIONS

We shall not pay for:

- Any item loaned, hired or entrusted to **you**.

- 2) Any loss of **personal effects** left unattended unless in a locked hotel room, apartment, holiday residence or stolen from an unattended motor vehicle if the items concerned have not been locked out of sight.
- 3) Theft of **valuables** from an unattended motor vehicle or from luggage in transit.
- 4) Claims in excess of £100:
 - any one article;
 - any pair or set of articles
 - for **valuables** in total.
- 5) Losses or damage;
 - resulting from electrical or mechanical breakdown or derangement of the article insured.
 - resulting from wear and tear, moth or vermin, denting or scratching, or any process of dyeing or cleaning.
 - arising from confiscation or detention by Customs or other lawful officials and authorities.
 - in respect of vehicles or accessories, boats and/or ancillary equipment, samples or merchandise or business goods or specialised equipment relating to a trade or profession or **money**
- 6) Damage to fragile or brittle articles.
- 7) Liability in respect of a pair or set of articles where **we** shall be liable only for the value of that part of the **pair or set** which is lost or damaged.
- 8) Losses from a roof or boot luggage rack.
- 9) The first £50 each and every **insured person**, in respect of each and every claim, each and every occurrence.
- 11) Anything mentioned in the General Exclusions.

SECTION 4 - PERSONAL LIABILITY

Cover – what is covered

We will pay up to £1,000,000 any one event or series of events (including legal expenses), should an **insured person** become legally liable to pay claims for accidental bodily injury, occurring during a **trip** or accidental loss of or damage to property not belonging to, held in trust or the responsibility of the **insured person** or their servant, **family** or household, occurring during a **trip**, occurring during the **period of insurance**.

We will indemnify the **insured person** (or in the event of his or her death, the **insured person's** legal personal representatives) against all sums which **the insured person** shall become legally liable to pay as compensation in respect of such injury, loss or damage, and all law costs awarded to any claimant or incurred in the defence of any claim that is contested by **us** or with **our** consent.

EXCLUSIONS

We shall not pay for:-

- 1) Any liability, including costs, in excess of £1,000,000 in respect of each or all **insured persons**, in respect of, or arising out of, any one event, in any one **period of insurance**.
- 2) Any claims arising out of **bodily injury** to any member of an **insured person's family** or household or to any employee.
- 3) Any claims arising out of the profession, occupation or business of the **insured person** or arising out of liability assumed under a contract unless an **insured person** would have had that liability anyway.
- 4) Any claims arising out of the ownership, possession or use of any mechanically propelled vehicle, aircraft, waterborne craft (other than sailboards, surfboards, canoes, rowing dinghies, foot or hand propelled paddle boats, and inflatable dinghies), firearms or animals..
- 5) Any claims arising out of the occupation, except temporarily for the purposes of the **trip**, or ownership of any land or building
- 6) Liability or material damage for which indemnity is provided under any other insurance
- 7) Accidental injury or loss not caused through the negligence of the **insured person**
- 8) Any claims arising out wilful or malicious acts
- 9) Anything included within the General Exclusions.

SPECIAL CONDITIONS APPLYING TO SECTION 4

1. **You** must immediately send **us** every communication about a claim against **you** or an **insured person** (including any writ, summons or claim form) without answering it first. If legal proceedings are under way, **you** must tell **us** immediately and take all reasonable steps to reduce the costs of these proceedings as far as possible. **You** must not admit any liability, or make, arrange, offer or promise any payment without **our** written permission.
2. **We** shall be entitled to take over and conduct in the name of the **insured person**, the defence of any claim or to prosecute in his or her name, for **our** own benefit, any claims for indemnity or damages against any third party, and shall have full discretion in the conduct of any negotiations or proceedings or the settlement of any claim. The **insured person** shall, whenever possible, give all such information and assistance as **we** may require.