



Medical Travel Shield

This insurance is provided by:

Sure Insurance Services Limited trading as **Medical Travel Shield**.

2 White Lion Court

Cornhill

London

EC3V 3NP

Policy Wording

Underwritten by certain underwriters at Lloyd's

Tel: +44 (0) 203 409 1236

Email: info@medicaltravelshield.com



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About Us and Our partners

This insurance is:

Provided by Sure Insurance Services Limited trading as **Medical Travel Shield** who is authorised and regulated by Financial Conduct Authority. Its Financial Services Registration number is 402061, its

registered office is:

Sure Insurance Services Limited,
2 White Lion Court,
Cornhill,
London,
EC3V 3NP.

Registered in the UK, Company number: 4687399.

Insured by certain underwriters at Lloyd's – Lloyd's Society authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Its Financial Services registration number is 202761. Its registered address is Lloyds Building, 1 Lime Street, London, UK, EC3M 7HA

Claims are administered by Claims Settlement Agencies Ltd who are authorised and regulated by Financial Conduct Authority. Its Financial Services Registration number is 309264, its registered office is:

Claims Settlement Agencies (CSA)

308 – 314 London Road,
Hadleigh,
Benfleet,
Essex,
SS7 2DD.

Registered in the UK, Company number 2558156

Medical and Associated Expenses are administered by:

Intana Assistance,
Cutlers Exchange,
123 Houndsditch,
London,
EC3A 7BU.

Registered in the UK, Company number: 00758979.

You can check this on the Financial Services Register by visiting the FCA's website www.fca.org.uk/register or by contacting the FCA on 0800 111 6768.



Information You Have Given Medical Travel Shield

In deciding to accept this **Certificate of Insurance** and in setting the terms and premium, **We** have relied on the information **You** have given **Medical Travel Shield**. **You** must take care when answering any questions **We** ask by ensuring that all information provided is accurate and complete.

If **We** establish that **You** deliberately or recklessly provided **Us** with false or misleading information **We** will treat this policy as if it never existed and decline all claims.

If **We** establish that **You** carelessly provided **Us** with false or misleading information it could adversely affect **Your** policy and any claim. For example, **We** may:

- treat this policy as if it had never existed and refuse to pay all claims and return the premium paid. **We** will only do this if **We** provided **You** with insurance cover which **We** would not otherwise have offered;
- amend the terms of **Your** insurance. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **Your** carelessness;
- reduce the amount **We** pay on a claim in the proportion the premium **You** have paid bears to the premium **We** would have charged **You**; or
- cancel **Your** policy in accordance with the Right to cancel condition below.

We will write to **You** if **We**:

- intend to treat **Your** policy as if it never existed; or
- need to amend the terms of **Your** policy.

If **You** become aware that information **You** have given **Medical Travel Shield** is inaccurate, **You** must inform **Medical Travel Shield** as soon as practicable.

Insuring Clause

This **Certificate of Insurance** covers people travelling on a **Trip** during the **Period of Insurance** to receive the **Treatment** listed in the schedule. The person travelling to receive the **Treatment** is defined as “**You**” for the purposes of this insurance. This insurance also provides cover to a nominated person travelling with **You** (called a “**Companion**” for the purposes of this insurance). **Covered Person(s)** means both **You** and **Your Companion**.

Please note that **We** will NOT pay for any medical expenses or legal costs incurred in relation to **Your Treatment** except if **You** have a life threatening complication that occurs during the planned **Treatment**. This **Certificate of Insurance** explains in full the terms, conditions and exclusions and the claims procedure. Please take the time to read through this document carefully and make sure that the cover provided is suitable for **Your** needs.

Sure Insurance Services Limited are here to help **You** with any queries **You** might have about the cover or **Your** premium payment.

If **You** need to claim **You** can find the contact details for the claim handler or assistance services in the section how to make a claim.

Important Notice

It is important that:

- **You** check that the sections **You** have requested are included in the schedule;



- **You** check that the information **You** have given us is accurate – see the “information you have given us” section;
- **You** notify **Medical Travel Shield** as soon as practicable of any inaccuracies in the information **You** have given **Us**;
- **You** comply with **Your** duties under each section and under the insurance as a whole.

How to make a complaint

Our aim is to ensure that all aspects of **Your** insurance are dealt with promptly, efficiently and fairly. At all times **We** are committed to providing **You** with the highest standard of service.

If **You** wish to make a complaint, **You** can do so at any time by referring the matter to **Medical Travel Shield** or the Complaints team at Lloyd’s, using the following contact details:

Writing: **Medical Travel Shield**,

2 White Lion Ct,
Cornhill,
London,
EC3V 3NP

Email: complaints@medicaltravelshield.com

Telephone: +44 (0) 203 409 1236

The address of the Complaints team at Lloyd’s is:

Complaints
Fidentia House
Walter Burke Way
Chatham Maritime
Chatham
Kent
ME4 4RN

Email: complaints@lloyds.com

Tel: +44 (0)20 7327 5693

Details of Lloyd’s complaints procedures are set out in a leaflet “Your Complaint - How We Can Help” available at www.lloyds.com/complaints and are also available from the above address.

If **You** remain dissatisfied after Lloyd’s has considered **Your** complaint, **You** may have the right to refer **Your** complaint to the Financial Ombudsman Service (FOS).

The contact details for the FOS are: The Financial Ombudsman Service, Exchange Tower, London E14 9SR. Telephone 0800 023 4567 (calls to this number are free from “fixed lines and mobiles” in the UK) or 0300 123 9123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK). Email complaint.info@financial-ombudsman.org.uk.

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. **You** can find more information on the FOS at www.financial-ombudsman.org.uk.



If **You** have purchased **Your** policy online **You** can also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is: <http://ec.europa.eu/odr>

How to Make a Claim

You or **Your** legal representative should notify the claim within thirty days of the incident which causes the claim or as soon after the incident as is reasonably possible.

To make a claim for under Section 1.1 Medical and Associated Expenses, or if a **Covered Person** has suffered an **Accident** or illness, please contact the **Assistance Company** using the details below as soon as reasonably practicable:

Telephone: +44 (0) 20 3096 3939

Email: vibesm@intana-assist.com

For all other claims please contact:

Writing: Claims Settlement Agencies Ltd,

308 - 314 London Road,

Hadleigh,

Benfleet,

Essex,

SS7 2DD

Email: info@csal.co.uk

Telephone: +44 (0) 203 096 3940

We shall not be liable to pay any claims under this insurance unless the **Covered Person** complies with all terms and conditions set out in the **Certificate of Insurance**.

Please provide the following information:

- The **Certificate of Insurance** reference (if known).
- The **Covered Person's** name
- The telephone or fax number that a **Covered Person** can be contacted on
- The **Covered Person's** address abroad
- Details of the medical problem, the hospital and treating **Qualified Medical Practitioner** details.

Things to keep in mind when claiming:

1. In the event of an **Accident** or illness, the **Covered Person** must contact the assistance provider as soon as possible.
2. **You** must supply and pay for all information and evidence requested to support the initial claim and throughout the claim and this must be in a form as required by **Us** or **Our** claim handler. However, if **We** require more than just medical certificates from **Your** doctor, **We** will pay the cost of any additional medical examinations.
3. **You** must agree to any medical examinations **We** or the claim handler arrange and pay for.
4. If **You** fail to follow instructions or advice given by the claim handler it may mean that the claim will be delayed or even remain unpaid.
5. **You** must take all reasonable steps to avoid and/or minimise any loss or damage and must also make every effort to recover any property covered by this **Certificate of Insurance** which has been lost or stolen.



6. **We** will pay all claim benefits to **You** unless **You** and **We** have agreed to pay **Your** legal representative.

How to Cancel this Policy

You can cancel this insurance at any time by contacting **Medical Travel Shield**.

We can cancel this insurance by giving **You** notice in writing. **We** will only do this for a valid reason (examples of valid reasons are as follows):

- non-payment of premium;
- a change in risk occurring which means that **We** can no longer provide **You** with insurance cover;
- non-cooperation or failure to supply any information or documentation **We** request; or
- threatening or abusive behaviour or the use of threatening or abusive language.

Refund of premium

This insurance has a cooling off period of fourteen (14) days from either:

- the date **You** receive this insurance documentation; or
- the start of the **Period of Insurance**

whichever is the later.

If **You** cancel this insurance within the cooling off period then, provided **You** have not already travelled or made a claim, **We** will refund in full any premium **You** have paid.

If this insurance is cancelled outside the cooling off period then, provided **You** have not already travelled or made a claim, **You** will be entitled to a refund of any premium paid, subject to a deduction for any time for which **You** have been covered. This will be calculated on a proportional basis.

If **We** pay any claim, in whole or in part, then no refund of premium will be allowed.



General Definitions

Some words and phrases in this **Certificate of Insurance** will always have the same meaning wherever they appear. To make them easier to recognise, the words are capitalised in bold. These are explained in the general definitions section.

Any terms and conditions of **Your** insurance will be supplied in English and **We** will communicate with **You** in English.

Interpretation

1. The headings in this **Certificate** are inserted for convenience only and shall not affect its construction.
2. The use of singular or plurals is used for illustration only.

Where the following terms are used in this Certificate they have the following meaning:

Accident	means a sudden, unforeseen, external and fortuitous identifiable event and the word ' Accidental ' shall be construed accordingly.
Assistance Company	means Intana Assistance (full details can be found in the Section "How to Make a Claim". Telephone: +44 (0) 20 3096 3939
Bodily Injury	means injury which is caused solely by Accidental means and which, solely and independently of any other cause, results directly in the Covered Person's death or disablement within 12 (twelve) calendar months from the date of the accident .
Certificate-Holder	means the person named in the Schedule that is travelling to receive Treatment and is the legal holder of this Certificate of Insurance .
Certificate of Insurance/ Certificate	means this wording, the Schedule and any memoranda or endorsements amending and attaching to this wording and/or Schedule.
Child(ren)	means any person who is between the age of 12 months and 18 years of age and who is dependent on You
Companion	means Your spouse, civil partner or co-habiting partner, mother, father or Child(ren) and who is a UK Resident
Covered Person	means You or Your Companion(s) and who is a UK Resident
Hazardous Pursuits	means any of the activities listed in the Certificate as being hazardous. Please see the Section "Hazardous Pursuits and Sporting Activities".
Hazardous Territory	means Afghanistan, Burkina Faso, Central African Republic, Canada, Caribbean Islands, Chad, Chechnya, Cuba, Democratic Republic of the Congo, Eritrea, Ethiopia, Iran, Iraq, Israel (Gaza only), Libya, Mali, Mauritania, Mexico, Nigeria, North Korea, Somalia, Sudan, South Sudan, Syria and Yemen
Hijack(ed)	means the unlawful seizure or wrongful exercise of control of an aircraft or conveyance or its crew, in which You or Your Companion are travelling as a passenger.
Insurer(s)	means certain underwriters at Lloyd's.
Loss of Eye(s)	shall be considered as having occurred: in both eyes, if a Covered Person's name is added to the Register of Blind Persons on the authority of a registered qualified ophthalmic specialist and is without hope of improvement; or in one eye, if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale and is without hope of improvement.



Loss of Limb(s)	shall mean the permanent and complete loss of or loss of use of a limb or limbs at or above the ankle or wrist.
Medical Travel Shield	means Sure Insurance Services trading as Medical Travel Shield (details can be found on page 3)
Money	means coins, bank and currency notes, postal orders, signed travellers' and other cheques, letters of credit, travel tickets, current postage stamps, debit/credit cards, petrol and other coupons, driving licence and green card.
Normal Recovery Period	means the expected period of time it will take to recover from the Treatment . This must be specified by a Qualified Medical Practitioner prior to travel.
Period of Insurance	<p>means the period a Covered Person is covered for, as shown on the Schedule. Cancellation cover starts on the date of issue shown on the Schedule. All other cover begins when a Covered Person leaves home or usual place of employment (whichever occurs last) to go on the Trip and lasts until a Covered Person returns home or to usual place of employment (whichever occurs first) as long as that it is within the Period of Insurance paid for. Cover under Section 1.8 in respect of Money applies from the time of collection from a Covered Person's bank or travel agent or from the date three (3) days before a Trip, whichever is the later and up to three (3) days after completion of a Trip, or time of conversion or encashment, whichever is the earlier.</p> <p>Cover will normally stop on the earlier of the following:</p> <ul style="list-style-type: none"> • A Covered Person's return to the UK; • A Covered Person reaching Your 66th birthday; • A Covered Person ceasing to be a UK Resident; or • A Covered Person's death; <p>The above is also subject to payment of the premium and any tax as stated in the Schedule.</p>
Permanent Total Disablement	means a Covered Person's complete and physical inability which has lasted for twelve (12) consecutive calendar months and, in the opinion of a Qualified Medical Practitioner , entirely prevents the Covered Person from engaging in any occupation for which they are suited by education, training or experience for the remainder of their life.
Property	means items which are the property of the Covered Person or for which the Covered Person is responsible and which are acquired during or taken on a Trip .
Qualified Medical Practitioner	means a doctor or specialist, who is registered or licensed to practice medicine or dentistry under the laws of the country in which they practice and who is not You , or Your Companion .
Relative	means a mother, father, child, spouse or partner.



Treatment	means either medical procedures, dental treatment or cosmetic surgery/procedures, as shown in the Schedule, carried out at a hospital/clinic or dental surgery. It does not include medical procedures which are medically essential procedures to correct a life-threatening condition or surgery that is required for survival, unless such medical procedures or surgery are necessary solely as result of unexpected medical or surgical complications which occur while You are undergoing the Treatment .
Trip	means a journey which involves: <ul style="list-style-type: none"> • an overnight stay; • travel outside the UK; • a duration of not less than 24 hours and not more than 31 days; and • which both starts and finishes within the Period of Insurance. Cover shall commence from the time of leaving a Covered Person's home or usual place of employment (whichever occurs last) and continues until arrival back at home or usual place of employment (whichever occurs first)
UK	means England, Scotland, Wales and Northern Ireland, the Channel Islands and the Isle of Man.
UK Resident	means a person who has their main home in the UK , who is registered with a Qualified Medical Practitioner in the UK , and who has been resident in the UK for 6 months out of the last 12
Valuables	means Jewellery, costume jewellery, watches, items made of or containing gold, silver, precious metal or precious stones, binoculars, hand held games consoles and equipment, mobile phones, photographic equipment, video cameras, e-readers, laptops and tablets, or any accessories which are designed to be used with these items.
We, Us, Our	means certain underwriters at Lloyd's.
Worldwide	means Worldwide excluding travel to or through any Hazardous Territory .
You, Your	means the policyholder who is stated on the Schedule and is undergoing Treatment and who is a UK Resident and is over the age of 18 years..

General Conditions

Applicable to ALL parts of this **Certificate**

Contracts (Rights of Third Parties) Act 1999 Clarification Clause

We do not intend any third parties to this contract to have the right to enforce the terms of this contract. Only **You** and **Us** can enforce the terms of this contract. **You** and **We** can vary or rescind the contract without the consent of any third party to this contract who may assert they have rights under this Contracts (Rights of Third Parties) Act 1999.

Other Insurance

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



Subrogation

If a **Covered Person** is injured by or if death is caused by someone else's negligence and **We** pay a claim under this **Certificate**, **We** may wish to attempt to recover from that person or organisation some or all of the amounts **We** have paid. The **Covered Person** agrees that **We** can, therefore, take over the legal rights and remedies against anyone who is responsible for the event(s) which led to the claim, but only in relation to, and to the extent of, any payment made to a **Covered Person** under this **Certificate**. If **We** choose to do this, **We** will be responsible for all costs incurred in pursuing a recovery of costs **We** have paid.

The **Covered Person** must fully co-operate with **Us** and give **Us** any assistance **We** need to help **Us** to recover some or all of the amounts **We** have paid under this **Certificate**. This includes, but is not limited to (to the extent necessary), transferring to **Us** the **Covered Persons** rights to take action but only in relation to, and up to, the amount paid by **Us** under this **Certificate**.

Interest

No sum payable under this **Certificate of Insurance** shall carry interest.

Limitation

In no case shall **Our** liability exceed the largest sum insured stated in the Schedule.

Sanction(s) Restrictions

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Geographical area

This **Certificate** does not cover **Treatment** in the **UK**.

Cover applies **Worldwide** excluding **Hazardous Territories** for the duration of the **Trip**.

Reciprocal health agreement

If a **Covered Person** visits a country in the European Union they should ensure that they have a European Health Insurance Card (EHIC). This entitles them to the benefit of the reciprocal health agreement which exists between European Union countries. If any medical costs incurred have been reduced by the use of an EHIC **We** will waive any excess applicable under Section 1.1 Medical and Additional Expenses in respect of such costs.

Automatic extension

If **You** are unable to return home before the expected return date of a **Trip** for reasons beyond **Your** control, which are not related to the **Treatment**, cover will be extended for up to twenty-one (21) days without charge. If the reason **You** are unable to return before the expected return date is that **You** have been **Hijacked**, cover shall continue whilst **You** are subject to the control of the person(s) or their associates making the **Hijack** during travel direct to **Your** home and/or original destination, up to twelve months from the date of the **Hijack**.



Law Applicable

This **Certificate** is subject to the Laws in England and Wales. Any dispute relating to this **Certificate** will be subject to the jurisdiction of the courts of England and Wales.

Cover for People with pre-existing medical conditions

This **Certificate** does NOT cover pre-existing medical conditions other than any existing condition directly related to the **Treatment** being sought and for which the **Trip** is booked.

See general exclusions.

Several Liability

The liability of **Insurers** is several and not joint and is limited solely to the extent of their individual share as shown in the Schedule. **Insurers** are not responsible for the share of any co-subscribing **Insurers** who for any reason do not satisfy all or part of their obligations.

Changes to the Certificate

We reserve the right to make any change or alteration to the terms and conditions of this **Certificate** for the following valid reason: in the event of any change in the law affecting this **Certificate** or Us. **We** will give **You** 30 days' notice of any changes by writing to **You** at **Your** last known address. If **You** are not happy with the alteration, **You** have the right to cancel **Your** insurance (see the section headed How to Cancel **Your** Policy).

Currency

All premiums and benefits are payable in Sterling in the **UK**.

Payment of benefit

Any benefit payable in accordance with this insurance, except benefit payable in respect of death, will be paid to **You**.

Payment of any death benefit will be payable to the executor(s) or personal representative(s) of the deceased **Insured Person's** estate.

General exclusions

Note: In addition to the general exclusions there are exclusions which apply to each section

We will not be liable for claims in respect of:

1. any **Trip** which is booked or commenced by a **Covered Person**:
 - a) contrary to medical advice, or
 - b) after a terminal prognosis has been made,
 - c) in order to undergo medical care and attention of any kind that does not constitute the **Treatment** (as defined in this **Certificate**) being undertaken by a **You**,
2. any part of any **Trip** which is booked or commenced by a **Covered Person** in the knowledge that such a **Trip** will be longer than 31 days,
3. A **Covered Person** being over 65 years of age during the **Period of Insurance**,
4. **You** travelling and **Your** planned **Treatment** was not carried out at a hospital/clinic or dental surgery that is properly regulated in the country in which it is situated and/ or if the health professionals who carried out **Your Treatment** were not registered or qualified, in the speciality



for which **You** are seeking treatment, in accordance with the regulations of the country in which they practice.

5. **Your** dissatisfaction with the results of the **Treatment**,
6. a pre-existing medical condition. A pre-existing medical condition means any condition, injury, illness, disease or related condition and/or associated symptoms for which:
 - a) A **Covered Person** were undergoing or awaiting any diagnostic tests, test results, or medical investigations when **You** applied for this **Certificate**, or
 - b) a diagnosis had not been made when **You** applied for this **Certificate**, or
 - c) A **Covered Person** having been prescribed medication, undergone surgery or any procedure, or received therapy or rehabilitation in the two year period before **You** applied for this **Certificate**, or
 - d) A **Covered Person** requires to have regular check-ups by a doctor or nurse when **You** applied for cover under this **Certificate**.

Please note that any diagnosis or tests, medical care or advice directly in relation to the condition for which **You** are seeking **Treatment** will NOT be considered as a pre-existing condition.

7. A **Covered Person** participating in manual labour or in a **Hazardous Pursuit** or any other activity that could reasonably be considered as hazardous,
8. A **Covered Person** participating in motor competitions, sporting competitions of any kind, professional sport or professional entertaining.
9. A **Covered Person's** intentional self-inflicted injury, suicide or attempted suicide, provoked assault, fighting (except in self-defence) or from their own criminal act or whilst engaged or taking part in civil commotions or riots of any kind,
10. A **Covered Person** being under the influence of alcohol or drugs (including substance abuse) unless taken as prescribed by a registered medical practitioner and not for the treatment of drug addiction,
11. A **Covered Person's** deliberate exposure to exceptional danger, other than in an attempt to save human life,
12. flying, except as a passenger in an aircraft licensed to carry passengers,
13. A **Covered Person** travelling to or through any **Hazardous Territory**
14. 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**,
15. operational duties or active service as member of the armed forces,
16. any condition caused by, prolonged by, or aggravated by any psychiatric, mental or nervous disorder, including anxiety and/or depression, or body dysmorphic disorder.
17. pregnancy, childbirth or associated medical complications if delivery is expected during a **Trip** or within three months after a **Trip** has ended,
18. nuclear reaction, nuclear radiation or radioactive contamination.
19. any claim directly or indirectly caused by or arising from: War, Acts of Terrorism, or a **Covered Person** engaging in Active War. In this exclusion:

“War” means:

 - a) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or



- b) any act of terrorism, or any activity arising out of or attempt to participate in the use of military force between nations.

“Terrorism” means

an act, including but not limited to the use or threat of force and/or violence, of any person or group(s) or persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

“Active war” means

the active participation in a war by a **Covered Person** who is deemed under English Law to be under instruction from or employed by the armed forces of any country.

20. The actual or threatened use of pathogenic or poisonous biological or chemical materials by any person(s), 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.

21. Hazardous Pursuits and Sporting Activities

This **Certificate** DOES NOT cover a **Covered Person’s** participation in any of the **Hazardous Pursuits** listed immediately below:

Abseiling	Mountaineering
Aggressive Inline	Paint-Balling
BASE Jumping	Parachuting
BMX racing	Paragliding
Bobsleigh	Parascending
Boxing	Parkour
Bungee Jumping	Polo
Canoeing	Pony Trekking
Cave Diving	Pot-holing
Fencing	Professional sports of any kind
Flying (other than as a fare paying passenger in fully licensed passenger carrying aircraft)	Quad Biking
Gliding	Racing of any kind
Hang-gliding	Rallying
Heli-skiing	Rock Climbing
High Diving	Rugby
Horse riding	War gaming
Hunting of any kind	Water sports or water activities of any kind outside territorial waters, such as jet-skiing, sail-boating, surfing/wind-surfing
Ice Hockey	Wake Boarding
Judo	Water Skiing
Karate	Waveski
Kite surfing	Weight Lifting
Lacrosse	Winter Sports
Luge/Tobogganing	White or black-water rafting
Motor cycling of any sort	Xpogo
Mountain Biking	



1 Cover under this insurance

Covers under Section 1.1 to 1.11 apply to each **Covered Person**. Covers under section 1.12 only apply to **You**.

1.1 Medical and Additional Expenses

If within the **Period of Insurance** a **Covered Person** suffers bodily injury or illness during a **Trip**, **We** will pay up to GBP 2,000,000 for each **Covered Person** for the necessary expenses incurred as listed below. Please note that **We** will NOT pay for any medical expenses incurred in relation to **Your Treatment** except if **You** have a life threatening complication during surgery that occurs during the planned **Treatment** and is secondary to the pre-agreed **Treatment** plan prior to departure.

- Normal and necessary expenses incurred outside the **UK** for medical or surgical care or procedures including specialists' fees, emergency dental work, emergency ophthalmic fees, hospital, nursing home and nursing attendance charges, physiotherapy, massage and manipulative care, surgical and medical requisites and ambulance charges.
- Reasonable additional accommodation and repatriation expenses incurred by a **Covered Person** and any **Relative**, friend or business associate who on medical advice has to remain or travel with the injured or ill person.
- Reasonable travel and accommodation expenses of one person to travel from the **UK** if their presence with a **Covered Person** is necessary on medical grounds.
- Reasonable expenses incurred in transporting a **Covered Person's** remains or ashes to their former place of residence in the **UK** or country of domicile or reasonable funeral expenses incurred abroad.
- Expenses incurred with the prior consent and authorisation of the medical advisors at the **Assistance Company** for the provision of an air ambulance or the use of air transport, including qualified attendants, to repatriate the seriously ill or injured person to the **UK**.

Specific Exclusions applicable to Section 1.1

We shall not be liable to pay for:-

- the amount of the Excess,
- any expenses incurred in the establishment that is performing the planned **Treatment**.
- Any repatriation expenses incurred without the prior approval of the **Assistance Company**.
- the costs of continuing regular medication for any condition for which medical advice or care is being followed at the time of booking or commencing a **Trip**, nor for any travel, accommodation or other expenses incurred in connection therewith,
- any expenses incurred more than 12 months after the date the first expense was incurred, or any continuing expenses incurred after a **Covered Person** is fit to travel and has refused the option of repatriation to the **UK**,
- any claims consequent upon any sexually transmitted disease,
- any claims for repatriation on the grounds of the fear of contracting AIDS, ARC or HIV from medical care or procedures,
- anything included within the general exclusions.

1.2 Cancellation and Curtailment

We will pay up to GBP 5,000 for each **Covered Person** for any irrecoverable payments paid or contracted to be paid for travel, accommodation and unused pre-booked excursions (including reasonable



additional travel and accommodation expenses incurred for return to the **UK**) should the planned **Trip** be cancelled before commencement or curtailed before completion, directly as a result of:

- **Death, Bodily Injury**, illness or compulsory quarantine of:-
 1. a **Covered Person**, or
 2. any member of the group travelling with a **Covered Person**, or
 3. any person with whom a **Covered Person** intended to reside during the **Trip**, or
 4. any Relative necessitating a **Covered Person's** presence in the **UK**.
- Summoning to jury service or witness attendance in a court of the **UK** or unavoidable requirement of a **Covered Person's** presence, or any member of the travel party, to be in the **UK** for service in any military or civil emergency..
- Major damage due to storm, flood or fire, or burglary at the home of:-
 1. a **Covered Person**, or
 2. any member of the travel party, or
 3. any person with whom a **Covered Person** intends to reside during the **Trip**.
- Adverse weather conditions making it impossible for a **Covered Person** to travel to the point of departure at commencement of the outward **Trip**.

Cover under this section is extended to include non-refundable deposits paid in respect of **Treatment** booked for **You** to be carried out outside of the **UK**. Any amount payable will be included in the overall maximum of GBP 5,000 payable under this Section 5.2.

Specific Exclusions applicable to Section 1.2

We shall not be liable to pay for:

- the amount of the Excess,
- any claims attributed to any condition or set of circumstances known to a **Covered Person** at the time of booking a **Trip**, where such condition or set of circumstances could reasonably have been expected to give rise to cancellation or curtailment of a **Trip**,
- any claims where medical or other suitable evidence is not provided as proof of the necessity to cancel or curtail a **Trip**,
- any claims consequent upon any sexually transmitted disease,
- deposits for medical care and attention which could be rearranged to take place on an alternative date without forfeit of the said deposit,
- anything included within the general exclusions.

1.3 Journey Continuation

We will pay up to GBP 250 for each **Covered Person** for reasonable additional travel and accommodation expenses incurred in meeting a reserved overseas travel connection or reaching reserved accommodation, if at commencement of, or during a **Trip** a **Covered Person** misses a reserved air, sea, coach or rail journey through any of the following contingencies directly affecting the means of transport in which a **Covered Person** is travelling or intending to travel:-

- if travel is by non-scheduled transport, interruption caused by strike, locked out workers, industrial action, riot or civil commotion, bomb scare, criminal or terrorist action, **Hijack**, fire, avalanche, landslide, earthquake, flood, or accident to or mechanical breakdown of such non-scheduled transport, an official warning issued by the **UK** government advising against travel to or through a country that forms a major part of the pre-booked itinerary, or travel restrictions by the government of the country in question against free passage of **UK** passport holders.



- if travel is by scheduled public transport, the events specified above, and adverse weather conditions.

Specific Exclusions applicable to Section 1.3

We shall not be liable to pay for:

- the amount of the Excess,
- any claims arising out of any contingencies specified above, if they had already started or been forecast before the **Trip** was booked.
- anything included within the general exclusions.

1.4 Travel Delay

If during the **Period of Insurance** and during a **Trip** the aircraft, sea vessel, coach, or train on which a **Covered Person** is booked to travel be delayed as a result of strike, locked out workers, industrial action, riot or civil commotion, bomb scare, criminal or terrorist action, **Hijack**, fire, avalanche, landslide, earthquake, flood, adverse weather conditions, or accident to or mechanical breakdown of such passenger transport, then **We** will pay for each a **Covered Person**:-

- GBP 25 for each completed 12 hour period for which a **Covered Person** is delayed, for a maximum for 48 hours, or
- Up to GBP 5,000 under Section 5.2, cancellation and curtailment in the event of delay of at least 24 hours for any irrecoverable payments paid or contracted to be paid in respect of travel and accommodation in the event of the cancellation of a **Trip**.

Specific Exclusions applicable to Section 1.4

We shall not be liable to pay for:

- The amount of excess applicable to Section 1.2 for cancellation and curtailment,
- any claims attributed to any condition or set of circumstances known to a **Covered Person** at the time of booking a **Trip**, where such condition or set of circumstances could reasonably have been expected to give rise to a claim under this Section,
- any claims arising directly or indirectly out of a **Covered Person's** failure to check in according to the itinerary supplied to him, and obtain written confirmation from the carriers, or their handling agents, of the number of hours delay and the reason for such delay,
- anything included within the general exclusions.

1.5 Personal Liability

If within the **Period of Insurance** and during a **Trip** a **Covered Person** becomes legally liable to pay claims for bodily injury to the public or accidental loss of or damage to property, **We** will indemnify up to GBP 1,000,000 for each **Covered Person** for any one event or series of events, including legal expenses up to a maximum of GBP 25,000 per **Covered Person**

Specific Conditions applicable to Section 1.5

- a **Covered Person** must not make any admission of liability whatsoever, or make any arrangements, offer, promise or payment without **Our** written consent.
- **We** shall be entitled, if **We** so desire, to take over and conduct in a **Covered Person's** name, the defence of any claim or to prosecute in their name for their own benefit any claims for indemnity or damages or otherwise against any third party, and shall have full discretion in the conduct of



any negotiations or proceedings or the settlement of any claim. A **Covered Person** shall, wherever possible, give all such information and assistance as **We** may require.

- No endorsement or amendment to this **Certificate** will override the exclusions applicable to this section.
- **We** reserve the right to withdraw from legal proceedings at any stage and to limit **Our** liability to the expenses incurred during the period up to but not beyond the date of withdrawal.
- a **Covered Person** or their legal personal representatives will give notice in writing to **Us** as soon as reasonably possible after any event, occurrence, or circumstance which may give rise to a claim under this Section and will provide full details of the event, occurrence or circumstance.
- Every claim notice, letter, writ or process or other document served on a **Covered Person** shall be forwarded to **Us** immediately on receipt of the same.
- Notice in writing shall be given to **Us** by a **Covered Person** of any impending prosecution, inquest or fatal accident inquiry in connection with any such event.

We shall be entitled at any time and at **Our** own discretion to pay to a **Covered Person** the sum insured stated in the Schedule less any costs incurred by **Us** or any lesser sums for which any claim or claims under any section of this **Certificate** can be settled. In this event **We** shall not be under any further liability.

Specific Exclusions applicable to Section 1.5

We shall not be liable to pay for:-

- the amount of the Excess,
- any claims arising out of **Bodily Injury** to any member of a **Covered Person's** family or employees or any other person named in the Schedule,
- any claims arising out of accidental loss or damage to, property belonging to or in the care, custody or control of a **Covered Person's** or any member of their family,
- any claims arising out of the ownership, possession or use of any horse drawn or mechanically propelled vehicle (other than golf buggies), aircraft, waterborne craft (other than sailboards, canoes, rowing dinghies, foot or hand propelled paddle boats, and inflatable dinghies), firearms or animals, caravan, vehicular trailer,
- any claims arising out of the ownership, possession, occupation or use of lands or buildings,
- any claims arising out of a **Covered Person's** profession, occupation or business of a **Covered Person** or arising out of liability assumed under a contract, if such liability would not otherwise have attached,
- legal expenses incurred without **Our** prior written approval,
- claims against **Us** or anyone acting on **Our** behalf of **Our**, or a travel agent, tour operator or carrier,
- claims against any medical practitioner or medical assistant,
- the continued pursuit of any claim where **We** consider a **Covered Person** does not have a likely prospect of establishing a legal liability against the party being pursued and of recovering charges from such party,
- legal actions between any person covered under this **Certificate of Insurance**,
- legal actions to obtain satisfaction of a judgement or legally binding decision, or legal proceedings brought in more than one country,
- legal expenses which constitute a valid claim under any other insurance certificate beyond **Our** rateable share of any claim costs,



- claims arising directly or indirectly in connection with:
 - any participant to participant injury whilst participating in or practicing for any sporting event or similar event,
 - any fine or penalty,
- employers liability ,
- contractual liability,
- liability that is covered under any other insurance, except for any excess beyond the amount which would have been covered under such other insurance has this insurance not been in force,
- punitive and exemplary damages in respect of the United States of America or Canada,
- liability attaching to a **Covered Person** by reason of an express term of any contract unless such liability would have attached to a **Covered Person** in the absence of such agreement,
- liability whilst acting in the capacity as an officer or member of a club or association.
- any kind of Pollution and all loss, damage or injury directly or indirectly caused by such Pollution or contamination. Pollution shall mean pollution or contamination by naturally occurring or man-made substances, forces, organisms or any combination of them whether permanent or transitory,
- any circumstance that occurs before the start date of this insurance,
- any legal costs relating to the planned **Treatment**,
- anything included within the general exclusions.

1.6 Personal Accident

If during the **Period of Insurance** and during a **Trip** a **Covered Person** sustains **Bodily Injury** which results in **Accidental death, Loss of Limb(s), Loss of Eye(s)** or **Permanent Total Disablement** as a result of an **Accident**, **We** will pay the amounts specified below in the table of benefits below and includes **Accidental** death whilst undergoing the surgical operation during **Treatment**.

Event Insured		Sum
1	Accidental Death (including death during or resulting from a surgical operation)	GBP 20,000
2	Loss of Limb(s) or Loss of Eye(s)	GBP 20,000
3	Permanent Total Disablement	GBP 20,000

Specific Conditions applicable to Section 1.6

- **We** will not pay for more than one of the benefits 1 - 3 in the Table of benefits above in respect of the same **Accident**.

1.7 Hospital benefit

We will pay GBP 50 for each complete 24 hour period a **Covered Person** spends as an in-patient in a hospital outside the **UK**, other than time spent as an in-patient in relation to the **Treatment**, up to a maximum of GBP 1,500.

Specific Exclusions applicable to Section 1.7

We shall not be liable to pay for:

- any claims consequent upon any sexually transmitted disease,
- anything included within the general exclusions.



1.8 Property and Money

If during the **Period of Insurance** and during a **Trip** a **Covered Person** suffers loss of or damage to accompanied **Property** and/or **Money** (including reasonable expenses incurred as a result of loss of **Money**), **We** will pay up to GBP 1,000 for each **Covered Person**, subject to:-

- the Excess amount
- the limit for **Property** which is stated in the Schedule of benefits and services,
- a limit of GBP 300 any one article or pair or set of articles,
- A limit of GBP 250 for **Money**

Property delay extension

If accompanied **Property** is temporarily lost for more than 12 hours by the carrier, **We** will pay up to GBP100 for the purchase of immediate necessities, but such payment will be deducted from the final claim if the loss becomes permanent. Receipts for such purchases must be provided.

Specific Conditions applying to section 1.8

- In the event of any loss or damage a **Covered Person** should take all reasonable steps to make a recovery. If a comparable replacement is purchased, **We** will pay the cost (up to the maximum allowed on the Schedule), providing that the original article was less than 2 years old at the time of loss and that proof of purchase is provided. For articles more than 2 years old, or which are not replaced, or for which proof of purchase cannot be provided, payment will be based on the value of the article at the time of loss, or the cost of repair.
- In respect of foreign currency, cover applies from the time of collection from a bank or travel agent or from 3 days before commencement of a **Trip**, whichever is the later, and up to 2 days after completion of a **Trip**, or time of conversion or encashment, whichever is the earlier.
- a **Covered Person** must take all necessary steps to safeguard their property and to recover any property or **Money** lost.

Specific Exclusions applicable to Section 1.8

We will not pay for:

- the amount of the Excess,
- any claims due to moth, vermin, wear and tear and gradual deterioration, or **Money** shortages due to error, omission or depreciation in value,
- any claim for a single article, pair or set or greater value than GBP 200 unless **You** have provided an original purchase receipt or other proof of ownership for the article, pair or set,
- any claims in respect of **Money** not reported to the police or appropriate authority,
- any claims arising from confiscations or detention by customs or any other authority,
- any claims in respect of **Valuables** or **Money** whilst in the custody of a carrier, | any claims arising out of electrical and/or mechanical breakdown,
- any claims arising from the fraudulent use of credit cards, charge cards or banker's cards.
- loss of or damage to hired clothing and hired equipment of any kind,
- loss of damage to household effects,
- theft or attempted theft of **Valuables** when unattended other than when securely locked in a building or securely locked out of sight inside a motor vehicle,
- devaluation of currency or shortages due to errors or omissions during monetary transactions,
- anything included within the general exclusions.



1.9 Loss of Passport

We will pay up to GBP 250 to each **Covered Person** for reasonable expenses incurred in obtaining a replacement passport, tickets and other travel documents should the original be lost or stolen during the **Period of Insurance**.

Specific Conditions applicable to Section 1.9

- A **Covered Person** must take all necessary steps to safeguard their property and to recover any property lost.

Specific Exclusions applicable to Section 1.9

We will not pay for:

- the amount of the Excess,
- anything included within the general exclusions.

1.10 Travel and accommodation over and above the Normal Recovery Period

In the event that **You** need to stay at **Your** destination for a time longer than the **Normal Recovery Period** We will pay **You** the following:

- GBP 50 per day allowance;
- 75% of accommodation costs; and
- 75% of 1 x economy single air fare,

This benefit is payable until **You** are deemed fit to fly by a **Qualified Medical Practitioner** and are booked on the first available economy flight or up to a maximum total claim of GBP 1,500, whichever occurs first, provided that;

- **You** can supply to **Us** with a copy of the consultation issued prior to the **Trip** by the **Qualified Medical Practitioner** at the hospital where the procedure is carried out and this report confirms the **Normal Recovery Period**.
- **You** can supply to **Us** written confirmation from the surgeon who carried out the **Treatment** that a longer recovery period after the **Treatment** is necessary and how long it should last.
- **You** are able to supply proof satisfactory to **Us** that **You** have had to amend **Your** travel plans. The original travel plans must have been consistent with the **Normal Recovery Period** outlined by the **Qualified Medical Practitioner**.

1.11 Sporting and Leisure

The **Certificate of Insurance** DOES cover the sporting and leisure activities listed immediately below provided that:

- a) participation is only for recreational purposes and not competitions or professional purposes or as part of an organised team, and
- b) all appropriate safety equipment is worn and/or used. Please see the lists below:

Archery (supervised)	Hockey
Athletics	Marathon Running
Badminton	Orienteering (not involving climbing)
Ballooning (not as a pilot, pre-booked in UK)	Racket Ball



Baseball	Rambling
Basketball	Rifle Range (supervised)
Blade Skating	Roller Skating
Bowls	Rounders
Catamaran Sailing (only in territorial waters)	Rowing (only in territorial waters)
Clay Pigeon Shooting (supervised)	Sailing (only in territorial waters)
Cricket	Squash
Curling	Safari/Gorilla Trekking (tour operator organised)
Cycling (other than BMX)	Snorkelling
Deep Sea Fishing	Street Hockey
Dinghy Sailing (only in territorial waters)	Squash
Fell Running/Walking (no climbing)	Tennis
Fishing	Trekking/Hiking
Football (Soccer)	Volley Ball
Golf	Water Polo
Go-Karting (less than 120cc)	Gymnastics

Also included:

SCUBA diving to a maximum depth of 30 meters provided that a **Covered Person** holds a British Sub Aqua Club or equivalent certificate of proficiency for the dive to be undertaken, or they are under the direct supervision of a qualified instructor and diving with proper equipment and not contrary to BSAC codes of good practice.

Cover will not apply to:

- solo, cave, wreck or ice diving;
- diving for hire or reward;
- diving within 24 hours of flying or flying within 24 hours of diving; and
- diving whilst suffering from any medical condition likely to impair **Your** fitness to dive.
- diving to depths greater than 30 metres.

Important Information

Tax

The proceeds from this insurance are free from UK income tax and capital gains tax. However, if **We** pay the proceeds after **Your** death, inheritance tax may be due on the benefit paid.

The Government may change the tax position described above. Tax is based on personal circumstances and subject to change.

Data Protection Act

We will need to obtain personal information from a **Covered Person**. This means any information obtained from a **Covered Person** in connection **Your Certificate of Insurance** provided to **You** by **Us** (or **Our** agents). Information is collected lawfully and in accordance with the Data Protection Act 1998.

We, or **Our** agents, will use **Your** personal data in the following circumstances:

- To carry out **Our** obligation under any agreement **You** have with **Us**
- To help in processing any applications **You** may make;



- To manage and administer **Your** insurance, including underwriting and claims handling. This may include disclosing it to other Insurers, regulatory authorities or to **Our** agents who provide services on **Your** behalf;
- For the analysis and the prevention of fraud;

You hereby expressly waive the requirement to be notified when a **Covered Person's** data is transferred by **Us**.

We will only disclose a **Covered Person's** personal information to third parties if:

- It is necessary for the performance of **Your** agreement with **Us**;
- Such disclosure is required or permitted by law.

Some of the personal information required from **You** may be sensitive personal information (such as information about health) about a **Covered Person**. **We** will not use sensitive personal information about a **Covered Person** except for the specific purpose for which **You** provide it and to provide the services described in the **Certificate of Insurance**. **We**, and/or **Our** agent's assume that **You** have obtained **Your Companion's** personal sensitive information with their consent.

To assist with fraud prevention and detection **We**, or **Our** agent's, may:

- Share information about **You** across **Our** group, with other Insurers and, where **We** are entitled to do so under the Data Protection Act, the police and other law enforcement agencies;
- Pass a **Covered Person's** details to a central insurance application and claims checking system, whereby it may be checked against information held by that central insurance application and claims checking system and shared with other Insurers;
- Check a **Covered Person's** details with fraud prevention agencies and, if **You** give **Us** false or inaccurate information and **We** suspect fraud, **We** will record this with the fraud prevention agency and other organisations may also use and search these records to; prevent fraud and to manage **Your** cover.

You are entitled, to receive a copy of the personal information **We** hold about **You**. This will be information that **You** have given **Us** during **Your** insurance. If **You** would like a copy of **Your** information, please write to **Us** at:

Medical Travel Shield

2 White Lion Ct
London
EC3V 3NP

You agree **We**, will store the Personal Data according to the European Council regulation, storing such data only in the countries approved by the European Council as homologate countries with the European Union Regulation in Data Protection.

If **You** travel outside European Economic Area (EEA) countries, **You** agree that, in case it is required, **Your** data may be transferred outside the EEA countries exclusively for the fulfilment of **Our** obligations under this **Certificate of Insurance** in order to provide **You** or **Your Companion** with the provision requested and may be shared with **Our** providers of services in the country where **You** are travelling.