

This insurance is introduced by:

Sure Insurance Services Limited
trading as Medical Travel Shield.

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Underwritten by DUAL Corporate
Risks on behalf of certain
underwriters at Lloyd's.

FERTILITY TRAVEL SHIELD CERTIFICATE OF INSURANCE

Single trip travel insurance for those travelling abroad
for IVF **Treatment**.

Certificate of Insurance

This **Certificate of Insurance** covers people travelling abroad to receive the **Treatment** listed in the **Schedule**. The person travelling to receive the **Treatment** is called the “**Patient**” for the purposes of this insurance. This insurance also provides cover to those travelling with the **Patient** (called “**Companions**” for the purposes of this insurance).

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 is the **Broker** for this insurance and will be there 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.

Understanding the cover

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.

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.

1 How to Make a Claim

The **Insured Person** or their 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 on this insurance or for assistance services with **Your Certificate of Insurance** please contact the claim handler on +44 (0) 208 865 0784 as soon as possible or email:

dualclaims@intana-assist.com for claims; and

dualassistance@intana-assist.com for assistance.

Alternatively write to;

Dual Claims, c/o Intana, Sussex House, Perrymont Road, Haywards Heath, West Sussex, RH16 1DN

Anyone suffering an **accident** or illness whilst travelling may need to contact the Assistance Helpline. The contact details are as shown above.

We shall not be liable to pay any claims under this insurance unless **You** and/or the **Insured Person(s)** comply 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 **Insured Person's** name
- The telephone or fax number that the **Insured Person** can be contacted on
- The **Insured Person's** address abroad
- Details of the medical problem, the hospital and treating doctor's details.

Things to keep in mind when claiming

1. In the event of an **accident** or illness, the **Insured Person** must consult a doctor as soon as possible.
2. The **Insured Person** 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 the **Us** or Our claim handler. However, if **We** require more than just medical certificates from the **Insured Person's** doctor, **We** will pay the cost of any additional medical examinations.
3. The **Insured Person** must agree to any medical examinations **We** or the claim handler arrange and pay for.
4. If **You** or an **Insured Person** 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** and each **Insured Person** 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.

Fraudulent claims

We take a robust approach to fraud prevention in order to keep premium rates down so that **You** do not have to pay for other people's dishonesty. If any claim under this insurance is fraudulent or is intended to mislead, or if any misleading or fraudulent means are used by **You** or anyone acting on **Your** behalf to obtain benefit under this insurance, **Your** right to any benefit under this insurance will end, **Your Certificate of Insurance** will be cancelled and **We** will be entitled to recover any benefit paid and costs incurred as a result of any such fraudulent or misleading claim. **We** may also inform the police.

2 General Certificate Definitions

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, unexpected, unusual, specific event which occurs at an identifiable time and place during the Period of Insurance , but also includes exposure resulting from a mishap to a vehicle in which an Insured Person is travelling.
Assistance Company	means Collinson Insurance Group Limited trading as Intana Assistance (full details can be found in the Section "How to Make a Claim").
Bodily Injury	means identifiable physical injury which:- is sustained by an Insured Person , and is caused by an Accident during the Period of Insurance , and solely and independently of any other cause, results in the death or disablement of an Insured Person within twelve months from the date of the Accident .
Broker	means Sure Insurance Services Limited trading as Medical Travel Shield.
Certificate-Holder	means the person named in the Schedule that is insured under 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.
Companion	means someone accompanying a Patient .
Dependant Children	means all children aged 18 years or under who are dependant upon You or Your partner or spouse.
Europe	means all European union countries other than the UK but including Iceland, countries west of the Ural mountains, Mediterranean islands, the Azores, the Canary Islands, Madeira.
Hazardous Pursuits	means any of the activities listed in the Certificate as being hazardous. Please see the Section "Hazardous Pursuits and Sporting Activities".
Hijack(ed)	means the unlawful seizure or wrongful exercise of control of an aircraft or conveyance or its crew, in which the Insured Person is 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 an Insured 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.
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 physician or dentist prior to travel.
Patient	means someone who is travelling abroad for the purpose of receiving Treatment .
Period of Insurance	means the period during which this insurance is in force as shown in the Schedule commencing on the "from" date and ending on the "to" date. Such dates shall be subject to local standard time at Your address shown in the Schedule.
Permanent Total Disablement	means an Insured Person's complete and physical inability which has lasted for twelve (12) consecutive calendar months and entirely prevents the Insured Person from engaging in any occupation for which the Insured Person is suited by education, training or experience for the remainder of their life.
Relative	means a mother, father, child, spouse or partner.
Treatment	means IVF treatment, as shown in the Schedule, carried out at a hospital/clinic. 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 the Insured Person is undergoing the Treatment .
Trip	means any excursions away from Your normal place of residence in the UK which involves: <ul style="list-style-type: none"> • an overnight stay; • travel outside the UK; • a duration of not less than 24 hours; and • which both starts and finishes within the Period of Insurance.
UK	means England, Scotland, Wales and Northern Ireland, the Channel Islands and the Isle of Man.
Valuables	means personal jewellery or items containing precious or semi-precious stones, watches, gold or silver articles or articles of precious material, antiques, computer and laptop equipment, radio or audio equipment (including MP3 players, iPods, personal digital assistants (PDA's), headphones, CD's, mini-discs, DVD's, cassettes or memory sticks), TV's, electronic games, telescopes, binoculars, leather, suede or fur clothing, photographic equipment (including camera body and lenses, flashguns, filters, cases, straps, discs, films, memory sticks and all other accessories), video equipment (including discs, cassettes or memory sticks), sun glasses, glasses, spectacles, mobile phones or their accessories, musical instruments, contact or cornea lenses.
You, Your, Insured Person	means the person who is eligible for this insurance. An Insured Person may be either a Patient or Companion .
We, Us, Our, Underwriter	means DUAL Corporate Risks Limited on behalf of Insurers .
Worldwide excluding Canada, Caribbean Islands, Mexico and USA	means Worldwide excluding Afghanistan, Bermuda, Canada, Caribbean Islands, Central African Republic, Chechnya, Democratic Republic of Congo, Iran, Iraq, Israel (West Bank and Gaza Strip), Libya, Mali, Mexico, Nigeria, North Korea, Somalia, Sudan, South Sudan, Syria, USA and Yemen.
Worldwide	means Worldwide excluding Afghanistan, Bermuda, Central African Republic, Chechnya, Democratic Republic of Congo, Iran, Iraq, Israel (West Bank and Gaza Strip), Libya, Mali, Nigeria, North Korea, Somalia, Sudan, South Sudan, Syria and Yemen.

3 General Conditions

Applicable to ALL parts of this **Certificate**

3.1 Observance – Failure to Comply with the Certificate Conditions

Our liability to make any payment under this **Certificate** shall be conditional upon the observance by the **Insured Persons** of all terms, provisions, conditions and endorsements of this **Certificate**. Where the **Insured Person** does not comply with any obligation to act in a certain way specified in this **Certificate**, this may prejudice the **Insured Person's** position to recover under any claim.

3.2 Disclosure of important facts

When this insurance was applied for, and/or when any change to the **Certificate of Insurance** was applied for, **We** asked **You** a number of questions. **We** relied on all of the answers **You** gave to decide the terms, including the premium amount, upon which they offered cover or amended cover.

It is therefore essential that all of the answers were truthful and accurate. If any of the answers are later found to be deliberately untrue, reckless, careless or intended to mislead **Us**, **We** will be entitled to amend or invalidate **Your Certificate of Insurance**. **Your** coverage may be reduced or nulled.

3.3 Contracts (Rights of Third Parties) Act 1999 Clarification Clause

The **Insured Persons** and **We** do not intend any third parties to this contract to have the right to enforce the terms of this contract. Only the **Insured Persons** and **Us** can enforce the terms of this contract. The **Insured Person** 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.

3.4 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.

3.5 Subrogation

If **You** are injured by or if **Your** 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 **You**. **You** agree that **We** can, therefore, take over **Your** legal rights and remedies against anyone who is responsible for the event(s) which led to **Your** claim, but only in relation to, and to the extent of, any payment made to **You** 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.

You 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 **You** under this **Certificate**. This includes, but is not limited to (to the extent necessary), transferring to **Us** **Your** rights to take action but only in relation to, and up to, the amount paid by **Us** to **You** under this **Certificate**.

3.6 Interest

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

3.7 Limitation

In no case shall **Our** liability in respect of an **Insured Person** exceed the largest sum insured stated in the Schedule.

3.8 Trading Sanction(s) Restrictions

We shall not be liable to provide the insurance under this **Certificate** or to pay claims where to do so would breach applicable sanctions, prohibitions or restrictions under United Nations resolutions or the trade or economic sanctions, laws or regulations of, but not limited to, the European Union, United Kingdom and the United States of America.

3.9 Geographical area

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

Cover applies for either **Europe, Worldwide excluding Canada, Caribbean Islands, Mexico and USA or Worldwide** as stated on the Schedule.

3.10 Reciprocal health agreement

If **You** visit a country in the European Union **You** should ensure that **You** have a European Health Insurance Card (EHIC). This entitles **You** to the benefit of the reciprocal health agreement which exists between European Union countries. If any medical costs **You** incur have been reduced by the use of an EHIC **We** will waive any excess applicable under Section 5.1 Medical and Additional Expenses in respect of such costs.

3.11 Period of Insurance

The period **You** are covered for is as shown on **Your** insurance Schedule. Cancellation cover starts on the date of issue shown on **Your** insurance Schedule. All other cover begins when **You** leave home to go on **Your Trip** and lasts until **You** return home, as long as that it is within the Period of Insurance **You** have paid for. Cover under Section 5.8 in respect of **Money** and travellers cheques applies from the time of collection from **Your** 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.

Your cover will normally stop on the earlier of the following:

- **Your** return to the **UK**;
- **You** reaching **Your** 66th birthday;
- **You** ceasing to be a **UK** Resident; or
- **Your** death;

The above is also subject to **You** paying the premium and any tax as stated in the Schedule.

3.12 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**.

3.13 Cancellation

If **Your** cover does not meet **Your** requirements, please notify **Us** within fourteen (14) days of receiving **Your Certificate of Insurance** for a refund of **Your** premium. If during the fourteen (14) day cooling-off period **You** have travelled, made a claim, or intend to make a claim then **We** are entitled to recover all costs for those services that **You** have used. Please note that **Your** cancellation rights are no longer valid after this initial fourteen (14) day period.

You can notify **Us** by email on: cancellation@dualgroup.com or telephone on: 020 7337 9888.

3.14 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.

3.15 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.

3.16 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 Cancellation).

3.17 Currency

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

3.18 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.

4 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 an **Insured 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 **Patient**,
2. any part of any **Trip** which is booked or commenced by an **Insured Person** in the knowledge that such a **Trip** will be longer than 31 days,
3. an **Insured Person** who is over 65 years of age during the **Period of Insurance**,
4. an **Insured Person** travelling as a **Patient** 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, or if the health professionals who carried out **Your Treatment** were not properly registered in accordance with the regulations of the country in which they practice.
5. the **Insured Person's** 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) an **Insured Person** was 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) an **Insured Person** had 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) an **Insured Person** was required 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 the **Insured Person** is seeking **Treatment** will NOT be considered as a pre-existing condition.

7. an **Insured Person** participating in manual labour or in a **Hazardous Pursuit** or any other activity that could reasonably be considered as hazardous,
8. the **Insured Person** participating in motor competitions, sporting competitions of any kind or professional sport,
9. an **Insured Person's** intentional self-inflicted injury, suicide or attempted suicide, provoked assault, fighting (except in self-defence) or from an **Insured Person's** own criminal act or whilst engaged or taking part in civil commotions or riots of any kind,
10. an **Insured 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. the **Insured 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. professional entertaining,
14. travelling to a country where the Foreign and Commonwealth Office have advised against all but essential travel,
15. 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 the **Insured Person**,
16. operational duties as member of the armed forces,
17. any condition caused by, prolonged by, or aggravated by any psychiatric, mental or nervous disorder of an **Insured Person**, including anxiety and/or depression, or body dysmorphic disorder.
18. pregnancy, childbirth or associated medical complications if delivery is expected during a **Trip** or within three months after a **Trip** has ended,
19. nuclear reaction, nuclear radiation or radioactive contamination.

20. any claim directly or indirectly caused by or arising from: War, Acts of Terrorism, or an **Insured 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 an **Insured Person** who is deemed under English Law to be under instruction from or employed by the armed forces of any country.

21. 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.

22. Hazardous Pursuits and Sporting Activities

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

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

5 Cover under this insurance

Covers under Section 5.1 to 5.11 apply to **You** if **You** are travelling as a **Patient** or as a **Companion**. Covers under section 5.12 only apply to the **Patient**.

5.1 Medical and Additional Expenses

We will pay up to GBP2,000,000 for each **Insured Person** for the expenses listed below should an **Insured Person** suffer **Bodily Injury** that occurs during the **Period of Insurance** or suffers an illness that commences during the **Period of Insurance**.

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**.

- 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 the **Insured 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 his presence with the injured or ill **Insured Person** is necessary on medical grounds.
- Reasonable expenses incurred in transporting the remains or ashes of the **Insured Person** to his 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 5.1

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**.
- 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 the **Insured Person** is fit to travel and has refused the option of repatriation to the **UK** or country of domicile,
- any claims consequent upon any sexually transmitted disease,
- any expenses incurred either directly or indirectly in the care and attention, diagnosis or counselling of either Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex (ARC) or Human Immunodeficiency Virus (HIV) however these have been acquired or may be named. Note: Claims for repatriation on the grounds of the fear of contracting AIDS, ARC or HIV from medical care or procedure will only be admitted if agreed by medical advisors at the **Assistance Company**,
- We will not be liable under any part of Section 5.1 of this **Certificate** in respect of:-
 - surgery to any major organ within the body including, but not limited to, the heart, lungs, kidneys, liver, pancreas, brain or spleen,
 - procedures for cardiovascular disease, stroke or cancer,
 - exploratory procedures of any kind.
- anything included within the general exclusions.

5.2 Cancellation and Curtailment

We will pay up to GBP5,000 for each **Insured 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. an **Insured Person**, or
 2. any member of the group travelling with **You**, or
 3. any person with whom an **Insured Person** intends to reside during the **Trip**, or
 4. any Relative necessitating an **Insured Person's** presence in the **UK**.
- Summoning to jury service or witness attendance in a court of the **UK** or unavoidable requirement to be present in the **UK** for service in any military or civil emergency of an **Insured Person**, or any member of the travel party.
- Major damage due to storm, flood or fire, or burglary at the home of:-
 1. an **Insured Person**, or
 2. any member of the travel party, or
 3. any person with whom an **Insured Person** intends to reside during the **Trip**.
- Adverse weather conditions making it impossible for an **Insured Person** to travel to the point of departure at commencement of the outward **Trip**.

If **You** are travelling as a **Patient**, cover under this section is extended to include non-refundable deposits paid in respect of **Treatment** booked to be carried out outside of the **UK**. Any amount payable will be included in the overall maximum of GBP5,000 payable under this Section 5.2.

Specific Exclusions applicable to Section 5.2

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 the **Insured 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,
- any expenses incurred either directly or indirectly in the care and attention, diagnosis or counselling of either Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex (ARC) or Human Immunodeficiency Virus (HIV) however these have been acquired or may be named.
- 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.

5.3 Journey Continuation

We will pay up to GBP250 for each **Insured 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** an **Insured Person** misses a reserved air, sea, coach or rail journey through any of the following contingencies directly affecting the means of transport in which the **Insured 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 5.3

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.

5.4– Travel Delay

Should the aircraft, sea vessel, coach, or train on which an **Insured 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 **Insured Person**:-

- GBP25 for each completed 12 hour period for which an **Insured Person** is delayed, for a maximum for 48 hours, or
- Up to GBP5,000 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 5.4

We shall not be liable to pay for:

- The amount of excess applicable to Section 5.2 for cancellation and curtailment,
- any claims attributed to any condition or set of circumstances known to the **Insured 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 the failure of the **Insured Person** 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.

5.5– Personal Liability

We will indemnify up to GBP1,000,000 for each **Insured Person** for any one event or series of events, including legal expenses up to a maximum of GBP25,000, should any **Insured Person** become legally liable to pay claims for Bodily Injury to the public or accidental loss of or damage to property, occurring during the **Period of Insurance**.

Specific Conditions applicable to Section 5.5

- The **Insured 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 the name of the **Insured Person**, 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. The **Insured 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.
- The **Insured 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 the **Insured Person** shall be forwarded to **Us** immediately on receipt of the same.
- Notice in writing shall be given to **Us** by an **Insured 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 the **Insured 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 5.5

We shall not be liable to pay for:-

- the amount of the Excess,
- any claims arising out of **Bodily Injury** to any member of an **Insured Person's** family or employees,
- any claims arising out of accidental loss or damage to, property belonging to or in the care, custody or control of an **Insured Person** or any member of his 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 the profession, occupation or business of the **Insured 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 the **Insured 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 **Insured Persons**,
- 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 the **Insured Person** by reason of an express term of any contract unless such liability would have attached to the **Insured 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.

5.6– Personal Accident

We will pay the amounts specified below in the table of benefits for each **Insured Person**, in the event of death or permanent disablement as a result of an **Accident** occurring during the **Period of Insurance**:

Table of benefits for Section 5.6

Event Insured		Sum
1	Death (including death during or resulting from a surgical operation)	GBP20,000
2	Loss of Limb(s) or Loss of Eye(s)	GBP20,000
3	Permanent Total Disablement	GBP20,000

Specific Conditions applicable to Section 5.6

- 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**.

5.7– Hospital benefit

We will pay GBP50 for each complete 24 hour period an **Insured 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 GBP1,500.

Specific Exclusions applicable to Section 5.7

We shall not be liable to pay for:

- any claims consequent upon any sexually transmitted disease,
- any expenses incurred either directly or indirectly in the care and attention, diagnosis or counselling of either Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex (ARC) or Human Immunodeficiency Virus (HIV) however these have been acquired or may be named,
- anything included within the general exclusions.

5.8– Accompanied Personal Baggage, Clothing or Effects and Money

We will pay up to GBP1,000 for each **Insured Person** in the event of loss of or damage to accompanied personal baggage, clothing or effects and **Money** (including reasonable expenses incurred as a result of loss of **Money**), during the **Period of Insurance**, subject to:-

- the Excess amount
- the limit for personal baggage, clothing or effects which is stated in the Schedule of benefits and services,
- a limit of GBP300 any one article or pair or set of articles,
- A limit of GBP250 for **Money**

Baggage delay extension

If accompanied personal baggage, clothing, or effects 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 5.8

- In the event of any loss or damage the **Insured 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.
- Each **Insured Person** must take all necessary steps to safeguard their property and to recover any property or **Money** lost.

Specific Exclusions applicable to Section 5.8

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 GBP200 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.

5.9– Loss of Passport

We will pay up to GBP250 to each **Insured Person** for reasonable additional 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 5.9

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

Specific Exclusions applicable to Section 5.9

We will not pay for:

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

5.10 Travel and accommodation over and above the Normal Recovery Period

In the event that a **Patient** needs to stay at his/her destination for a time longer than the **Normal Recovery Period** We will pay the following per **Insured Person**:

- GBP50 per day allowance;
- 75% of accommodation costs; and
- 75% of 1 x economy single air fare,

Up to a maximum total claim of GBP1,500.

provided that;

- The **Patient** can supply to **Us** with a copy of the consultation issued prior to the **Trip** by the physician at the hospital where the procedure is carried out and this report confirms the **Normal Recovery Period**.
- The **Patient** 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.
- The **Insured Person** is able to supply proof satisfactory to **Us** that he/she has had to amend his/her travel plans. The original travel plans must have been consistent with the **Normal Recovery Period** outlined by the physician.

5.11 Sporting and Leisure

The **Certificate** 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) | • Marathon Running |
| • Athletics | • Orienteering (not involving climbing) |
| • Badminton | • Racket Ball |
| • Ballooning (not as a pilot, pre-booked in UK) | • Rambling |
| • Baseball | • Rifle Range (supervised) |
| • Basketball | • Roller Skating |
| • Blade Skating | • Rounders |
| • Bowls | • Rowing (only in territorial waters) |
| • Catamaran Sailing (only in territorial waters) | • Sailing (only in territorial waters) |
| • Clay Pigeon Shooting (supervised) | • Squash |
| • Cricket | • Safari/Gorilla Trekking (tour operator organised) |
| • Curling | • Snorkelling |
| • Cycling (other than BMX) | • Street Hockey |
| • Deep Sea Fishing | • Squash |
| • Dinghy Sailing (only in territorial waters) | • Tennis |
| • Fell Running/Walking (no climbing) | • Trekking/Hiking |
| • Fishing | • Volley Ball |
| • Football (Soccer) | • Water Polo |
| • Golf | • Yachting (only in territorial waters) |
| • Go-Karting (less than 120cc) | |
| • Gymnastics | |
| • Hockey | |

Also included:

SCUBA diving to a maximum depth of 30 meters provided that **You** hold a British Sub Aqua Club or equivalent certificate of proficiency for the dive to be undertaken, or **You** 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.

6 Important Information

6.1 How to make a complaint

We believe **You** and **Insured Persons** deserve a courteous, fair and prompt service. If there is any occasion when **Our** service does not meet **Your** expectations please contact **Us** using the appropriate contact details in the **Schedule** and provide **Your** name, the **Certificate**/claim number and the name of the **Certificate-Holder** to help **Us** deal with **Your** comments more quickly.

We will acknowledge the complaint within five business days of receiving it, keep **You** or the **Insured Person** informed of progress and do **Our** best to resolve matters satisfactorily.

If **You** continue to remain dissatisfied please contact **Us**, **Our** contact details are shown on the **Schedule**.

A complaint about Your claim

For a complaint about a claim please contact the claim handler on +44 (0) 208 865 0784 or email:

dualclaims@intana-assist.com for claims;

Alternatively write to;

Dual Claims, c/o Intana, Sussex House, Perrymont Road, Haywards Heath, West Sussex, RH16 1DN

A complaint about any other matter

If **You** have a complaint about any other aspect of **Your Certificate** contact **Us**.

You can notify Us by email on: complaints@dualgroup.com or telephone on: 020 7337 9888.

Write to: Head of Compliance, DUAL Corporate Risks Limited, Bankside House, 107 Leadenhall Street, London, EC3A 4AF

Unresolved complaints

If the complaint is not resolved it can be referred to Lloyd's. The contact details are:

Certificate-Holder & Market Assistance, Lloyd's Market Services, One Lime Street, London, EC3M 7HA.

Tel: 020 7327 5693

Fax 020 7327 5225

E-mail complaints@lloyds.com

Complaints that cannot be resolved by Lloyd's may be referred to:

The Financial Ombudsman Service

Exchange Tower, London, E14 9SR.

Tel: 0800 023 4567 or 0300 123 9123

Email: complaint.info@financial-ombudsman.org.uk

Further details will be provided at the appropriate stage of the complaints process. This complaints procedure does not affect **Your** legal rights.

6.2 Financial Services Compensation Scheme

We have taken steps to ensure that all **Our UK** customers are eligible to apply for compensation through the Financial Services Compensation Scheme (FSCS).

In the event of a firm covered by the scheme being unable to meet its financial obligations, the FSCS will seek to transfer **Certificate-Holders** and their benefits to another provider who can. If they are unable to do this **Certificate-Holders** may be eligible for lump sum compensation of up to a maximum of 90% of the contractual benefits provided by their insurance. For more information about the FSCS, visit their website www.fscs.org.uk or telephone 020 7741 4100.

Further Information about the scheme is available from the:

Financial Services Compensation Scheme

15 St Botolph Street, London, EC3A 7QU

6.3 Tax

The proceeds from this insurance are free from UK income tax and capital gains tax. However, if **We** pay the proceeds after the death of an **Insured Person**, 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.

6.4 Data Protection Act

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

We, or the **Insurer** or the **Insurer's** 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, to **Our** agents, or the **Insurer's** 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 **Your** data is transferred by **Us**.

We will only disclose **Your** 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 **You** or **Your Companion**. **We** will not use sensitive personal information about **You** or **Your Companion** except for the specific purpose for which **You** provide it and to provide the services described in the **Certificate of Insurance**. **We**, the **Insurer** and/or the **Insurer's** agent assume that **You** have obtained **Your Companion's** personal sensitive information with their consent.

To assist with fraud prevention and detection **We**, or the **Insurer**, or the **Insurer's** agent, 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 **Your** 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 **Your** 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

Compliance, DUAL, 107 Leadenhall Street, London, EC3A 4AF

You agree **We**, or the **Insurer** 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.

6.5 About Us and Our partners

This insurance is:

- Introduced 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.

- Underwritten by DUAL Corporate Risks limited on behalf of certain underwriters at Lloyd's, **We** are authorised and regulated by Financial Conduct Authority. **Our** Financial Services Registration number is 312593, **Our** registered office is:

Head of Compliance, DUAL Corporate Risks, Bankside House, 107 Leadenhall Street, London, EC3A 4AF

Registered in the UK, Company number: 4160680.

- 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 and assistance are administered by Collinson Insurance Group trading as Intana Assistance who is authorised and regulated by Financial Conduct Authority. Its Financial Services Registration number is 311883, its registered office is:

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.