Medical & Repatriation Insurance

for

Operation Wallacea
Policy Number 9000104
Policy information

This Policy is arranged by Cover-More Travel Insurance Services Limited. This is a corporate policy for the benefit of Operation Wallacea in respect of medical and repatriation costs which Operation Wallacea may incur in relation to its declared Volunteers participating in pre-arranged organised trips advised in advance by you to ERV. The insured party is Operation Wallacea and no individual traveller or Volunteer has separate rights under this Policy.

Your application and the principle of good faith
This Policy does not cover claims resulting from Pre-existing Medical Conditions of Volunteers. Any Volunteers with Pre-existing Medical Conditions must declare these conditions in advance and may be offered a separate policy. Volunteers must inform us of any change in their medical conditions prior to travel.

Pre-Existing Medical Conditions and changes in health after issue of the Policy
This Policy does not provide cover for claims resulting from Pre-existing Medical Conditions of Volunteers. Any Volunteers with Pre-existing Medical Conditions must declare these conditions in advance and may be offered a separate policy. Volunteers must inform us of any change in their medical conditions prior to travel.

The insurer
This Policy is underwritten by ERV, an ERGO Group Company. ERV is incorporated and regulated under the laws of Germany as Europäische Reiseversicherung A.G. and trades in the UK as ETI International Travel Protection, Companies House Registration FC 25660 and Branch Registration BR 007939. ERV is authorised by the Bundesanstalt für Finanzdienstleistungsaufsicht (BAFIN - www.bafin.de) and subject to limited regulation by the Financial Services Authority. Details of the extent of our regulation by the FSA are available from us on request. Our FSA registration number is 220041.

Data protection act
In taking out this insurance you understand and give explicit consent that the sensitive health and other information you provide about your Volunteers will be used by ERV. Its associated companies, other insurers, regulators, industry bodies and agencies to process your insurance, handle claims and prevent fraud. This may involve the transfer of such information to other countries, including those with limited or no data protection laws. We have, however, taken steps to ensure that such information is held securely.

Important notes

We wish to bring to your attention some of the important features of your insurance Policy.

Policy Excess: Claims may be subject to Excess. Where there is Excess you will be responsible for paying the first part of that claim.

Reasonable care: You and your Volunteers are required to take all reasonable care to protect Volunteers and to act as though you are not insured.

Complaints: We have a Complaints Procedure, which tells you what steps you can take if you wish to make a complaint.

Cooling off period: If this Policy does not meet your requirements you may cancel it within 14 days of issue and provided that nobody has started a trip and you have not made or intend to make a claim, we will cancel the Policy and refund your premium in full.

Hazardous Activities & Sports: The Policy will not cover Volunteers when they take part in any Hazardous Activities and Sports including winter sports unless agreed by us in writing.

Conditions and exclusions: There are conditions and exclusions, which apply to individual sections and general conditions, exclusions and terms which apply to the whole Policy.

Fraudulent claims: The making of a fraudulent claim is a criminal offence.

Medical expenses: The Policy does not provide private health care unless specifically approved by ERV’s Assistance Company.

Policy limits: Each part of the Policy has limits on the amount we will pay.

Reciprocal health agreements: If Volunteers are travelling to a European Union country, Iceland, Norway, Liechtenstein or Switzerland they are strongly advised to obtain a European Health Insurance Card. They can find full details and apply for the EHIC online at www.ehic.org.uk. This will entitle the Volunteer to benefit from the reciprocal health agreements which exist between EU countries. If a Volunteer requires medical treatment in Australia or New Zealand reciprocal arrangements may also apply.

Governing law and jurisdiction: The Policy is governed by English law.
Pre-existing Medical Conditions: It is very important that you read and understand the following: There is no cover for Pre-existing Medical Conditions relating to any Volunteer under this Policy.

**Words with special meanings**

**Default:** the negligence, error or omission of you or your Volunteers.

**ERV/we/our/us:** ERV, the UK Branch of Europäische Reisversicherung A.G. trading in the United Kingdom as ETI International Travel Protection.

**ERV’s Assistance Company:** an assistance provider being a subsidiary in the ERV Group, or a third-party appointed Emergency Assistance Company, which meets ERV’s requirements of high-quality services and capabilities.

**Hazardous Activities and Sports:** any pursuit or activity where it is recognised that there is an increased risk of serious injury or where there is a reasonable expectation of aggravating any existing infirmity.

**Hijack:** the unlawful seizure or wrongful exercise of control of the aircraft or ship (or the crew thereof) or other conveyance in which a Volunteer is travelling as a fare-paying passenger.

**Illness:** a sudden, acute and unexpected deterioration in health.

**Insured Event:** one occurrence, or all occurrences of a series, consequent on or attributable to one source or originating cause, giving rise to a claim.

**Insured Journey:** a trip of 60 days or less taken as part of an Operation Wallacea Volunteer Program and notified to us in advance of travel.

**Kidnap:** the unlawful holding of a Volunteer by a third party without the Volunteer’s consent and whose release is subject to the fulfilment of certain conditions.

**Medical Practitioner:** a qualified medical physician, not being a Volunteer or a Relative of a Volunteer.

**Nuclear, Chemical, Biological, Terrorism Act:** the use of any nuclear weapon or device or the emission, discharge, dispersal, release, or escape of any chemical agent and/or biological agent during the period of this insurance. “Chemical” agent shall mean any compound which when suitably disseminated produces incapacitating, damaging or lethal effects on people, animals, plants or material property. “Biological” agent shall mean any pathogenic (disease-producing) microorganism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesised toxins) which cause illness and/or death in humans, animals or plants.

**Policy:** the contract of insurance between you and ERV, based on the information provided to us and consisting of this Certificate of Insurance and any schedules and written endorsements to it.

**Policy Excess:** the amount of money you will have to pay towards the cost of a claim. We will deduct such Excess from each claim you make under certain parts of this Policy. The amount of the Excess shall be £50 where applicable. If a Volunteer uses their EHIC (European Health Insurance Card) to reduce the costs of a claim no Excess will apply.

**Policy Period:** the period to which cover applies under this Policy.

**Pre-existing Medical Condition(s):** any medical condition that is known about or is in existence prior to the start of an Insured Journey.

**Relative:** spouse, cohabiting partner, mother, father, brother, sister, son, daughter, grandmother, grandfather, grandchild, relation in law or fiancé.

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

**War Risks and Civil Hazards:**

a) any sort of war, hostility, invasion, revolution, act of foreign enemy, civil war or unrest, rebellion, insurrection, or military
usurped power (and whether declared or not) or United Nations or NATO enforcement action.

b) explosion of war weapon(s), utilisation of chemical weapons or biological weapons, the release of weapons of mass destruction, or the hostile act of an enemy foreign to the nationality of the Volunteer or of the country in which the act occurs.

Volunteer/Them/Their: a client of Operation Wallacea travelling as part of a trip organised by you and advised to us prior to travel.

You: Operation Wallacea

General policy conditions

These are the conditions of the insurance you will need to meet as your part of this contract. Section 1 has certain additional conditions, which must also be complied with.

Age limitation
No cover is provided to persons aged 69 or over at the start of an Insured Journey.

Cancelling the Policy
You may cancel this Policy within 14 days of its issue and provided that no Volunteer has started a trip and you have not made or intend to make a claim, we will cancel the Policy and refund your premium in full. If you choose to cancel and a claim has been made under this Policy or an Insured Journey has been started, you will not be entitled to any premium refund. We may cancel this Policy by giving you at least 30 days’ notice (or in the event of non-payment of premium, seven days’ notice) in writing at your last known address. If we do, the premium you have paid for the rest of the current Policy Period will be refunded pro rata.

Start of cover
Cover starts from the effective date when a Volunteer leaves their usual country of residence to start an Insured Journey, and continues until the time of their return to their usual country of residence on completion of the Insured Journey.

Maximum duration
Any one trip covered is limited to 60 days.

Medical examination
You may be required to arrange for Volunteers to submit to a medical examination and/or deliver or arrange delivery of a medical declaration or medical report issued by a Medical Practitioner.

Pre-existing Medical Conditions
Your Policy contains an exclusion relating to Pre-existing Medical Conditions. These are medical conditions that existed before the start of the Insured Journey.

Taking care
You and your Volunteers must take all reasonable steps to avoid anything which may result in a claim under this Policy, which may increase the liability that might arise from such a claim or which may result in any unreasonable or unnecessary expense.

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

Transferring your interest in the Policy
You cannot transfer your interest in this Policy to anyone else.

War Risks and Civil Hazards
The Policy covers Volunteers provided they are not in Active Service/Taking Part (see General policy exclusions) and:

a) provided that their presence in such country or area is:
   i) attributable to the unscheduled transit or stopover not exceeding 24 hours of an aircraft or sea vessel in which they are travelling, or
   ii) attributable to involuntary diversion or transit due to Hijack, Kidnap or other occurrence beyond their control, provided always that at the time of such Hijack, Kidnap or occurrence they were not within the confines of any country or area to which events such as war, invasion, civil war, armed hostility, rebellion, revolution, uprising, overthrow of a legally constituted government, insurrection of military or usurped power was applicable, nor travelling to or from such country or area;

b) for a maximum period of three days from the start of the hostilities or of the insurrection, where they are surprised by such events whilst out of their country of residence in a country which, until that time was in a state of peace.
General policy exclusions

These exclusions apply to all sections of your Policy. Section 1 has additional specific exclusions which apply only to that section or parts of that section.

We will not pay for any indirect, consequential or economic loss of any kind that does not arise as a direct and foreseeable result of an Insured Event, including, without limitation, loss of profit, business, contracts or anticipated savings. In addition, we will not pay for liabilities, costs, claims or expenses directly or indirectly occasioned by, happening through or as a consequence of:

Active Service/Taking Part: active service in any of the armed forces of any nation or as a hired or voluntary part of a terrorist group, a revolutionary or mercenary force, or as part of a voluntary peacekeeping force.

Aviation: flying or aerial activity of any kind other than as a fare-paying passenger in a fully licensed commercial passenger carrying aircraft.

Criminal acts: any criminal act deliberately or intentionally committed by you or by a Volunteer.

Decompression: any claim arising as result of flying less than 24 hours after a scuba dive.

Default: negligence, error or omission as defined in Words with special meanings.

Depreciation: currency exchange losses.

Disinclination: unwillingness or refusal to travel.

Mental illness: incidents arising out of a Volunteer’s psychological or psychiatric disorder, or any condition of anxiety stress or depression known about prior to an Insured Journey.

Pre-existing Medical Conditions: as defined in Words with special meanings.

Pressure waves: the transmission of an energy pulse through the atmosphere caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

Radiation and explosives: ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or the radioactive toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.

Rescue: air and/or sea search and rescue.

Self-injury: any intentional self-injury, suicide, attempted suicide, injury from deliberate or wilful exposure to needless peril (except in an attempt to save human life), the influence of intoxicating liquor or so-called legal high or of a drug or drugs, other than those medically prescribed (but excluding those prescribed in the treatment of drug addiction), or substance or solvents abuse.

Terrorism:
   a) when an incident is covered by government or public authority compensation
   b) in the form of a Nuclear, Chemical or Biological Terrorism Act
   c) in areas which are regarded by ERV as War Risks and Civil Hazards areas and/or in areas in which a Volunteer is travelling against the advice of the Foreign and Commonwealth Office.

War Risks and Civil Hazards: a Volunteer travelling to or through a country or territory against the advice of the Foreign and Commonwealth Office. See: www.fco.gov.uk

Wild Animals: any act which deliberately puts a Volunteer in direct contact with or in close proximity likely to result in contact with, any wild animal, without appropriate supervision by an experienced leader taking part in an approved Operation Wallacea activity.

Claims conditions

Fraud
If any misrepresentation or concealment or dishonest statement is made by you in obtaining the Policy or by you or by a Volunteer in support of any claim, the insurance will be void and all rights both in relation to that claim and otherwise under this Policy will be lost.

Outpatient claims
You must notify ERV Claims Service as soon as possible upon the occurrence of any Insured Event that may give rise to a claim. Cover will not apply if you notify ERV more than 30 days after the occurrence of any Insured Event.
1. Check the Certificate of Insurance and any schedules and endorsements to see whether the loss is covered.
2. Please remember to keep relevant original receipts (not photocopies) as they will be required for any claim.

**Inpatient and repatriation claims**
1. Please call ERV’s Assistance Company on the number provided as soon as possible for cases involving hospitalisation or if a Volunteer needs a medical referral.
2. Keep receipts or account for all expenses incurred.

**No interest**
No interest shall be added to any claims payments.

**Other insurance**
If you claim under this Policy for something which is also covered by another insurance policy, including credit card insurance or state insurance scheme, you must provide us with full details of the other insurance policy. We will only pay our pro rata share of any claim.

**Rights and responsibilities**
We will be entitled to take over and conduct in your name or in the name of the Volunteer (at our expense) the defence or settlement of any claim or to prosecute in your name or in the name of the Volunteer to our own benefit in respect of any claim for indemnity or damage or otherwise, and will have full discretion in the conduct of any proceedings or in settlement of any claim and you and the Volunteer will give all such information and reasonable assistance as we require. This will include legal action to get compensation from anyone else and/or legal action to get back from anyone else any payments that have already been made. Neither you nor the Volunteer may settle, reject or negotiate any claim without written permission to do so from ERV.

In case of illness or bodily injury we may approach any doctor who may have treated the Volunteer during the period of three years prior to the claim and we may at our own expense, and upon reasonable notice to you, arrange for the Volunteer to be medically examined as often as required, or in the event of death, have a post mortem examination of their body. You will supply, at your own expense, a doctor’s certificate for any Volunteer in the form required by us in support of any medical-related claim under the Policy.

If you are unable to secure the cooperation, agreement and compliance of the Volunteer to the extent necessary to allow you to comply with the terms and conditions of this Policy when making a claim, ERV shall have no liability in respect of that claim.

**Complaints procedure**
We sincerely hope you will not need to complain about your insurance Policy or claims settlement. However, if you do wish to complain please forward details of your complaint to:

Cover-More Insurance Services Limited
PO Box 9180 Chelmsford, Essex CM1 9AG
Phone: +44 (0) 1245 272402
Email: claims@covermore.co.uk

If the matter still cannot be resolved to your satisfaction you should write to:

The Financial Ombudsman Service
South Quay Plaza 2, 183 Marsh Wall,
London E14 9SR
www.financial-ombudsman.org.uk

NB. The Financial Ombudsman Service can only deal with your claim after you have followed the full complaints procedure. If you use the ‘Complaints procedure’, your right to take legal action against us is not affected.

**Section 1: Emergency medical and repatriation expenses**

**What is covered**
This part of the Policy sets out the cover we provide to each Volunteer in total per Insured Journey. If a Volunteer sustains actual bodily injury or suffers illness outside of their country of residence, we will indemnify/pay the reasonable and/or customary
costs/expenses up to but not exceeding £1,000,000 which are necessarily incurred in respect of the following:

A. Emergency medical and transportation expenses as a direct result of bodily injury or Illness

1. Medical and surgical treatment expenses.
2. Prescribed medicine.
3. Hospitalisation charges (semi-private ward), nursing home and additional accommodation during recuperation
4. Emergency (or doctor-ordered) ambulance charges for conveyance to a hospital.
5. Emergency dental treatment expenses only for the alleviation of sudden pain.

What is not covered

1. Admission to a private hospital/clinic unless approved by ERV’s Assistance Company.
2. Private room accommodation in a hospital/clinic.
3. Any expense incurred more than 12 months after the occurrence of the injury or Illness.
4. Any expense not usual, reasonable or customary for the medical services and/or supply.
5. The cost of treatment arising from a Volunteer’s normal pregnancy without any accompanying bodily injury, illness, disease or complication. This Policy provides cover for unforeseen events, accidents, illnesses and diseases and normal pregnancy and childbirth would not constitute an unforeseen event.
6. Cost of medical treatment provided and covered under a state insurance or private health scheme.
7. Costs of medication which were known to be required or continued during the Insured Journey.
8. Costs of health or medical treatment provided in the Volunteer’s country of residence.
9. Cost of non-essential or ongoing treatment or where treatment can be reasonably delayed until the Volunteer returns to their country of residence.
10. Cost of any form of cardiac or organ transplant surgery unless authorised by us in advance of being performed
11. Cost of the service of a chiropractor, chiropodist, osteopath or practitioner of alternative medicine.
12. Non-medical costs such as telephone, fax and internet.
13. Psychological counselling.
14. Cost of dental treatment related to the provision of dentures, artificial teeth and work involving the use of precious materials.
15. Repair/Replacement of prosthetic limbs, eyes, hearing aids.
16. Policy Excess of £50 will apply except in the case of inpatient hospitalisation and medical transportation or if a Volunteer has used their European Health Insurance Card to reduce the claim, in which case no Excess will apply.

B. As a result of the hospitalisation of a Volunteer, additional travel and accommodation expenses of a person summoned to travel to, stay with, or escort them or similar expenses for a travel companion staying with them.

1. Reasonable transport and accommodation expenses (room only) of one Relative or friend required on medical advice and authorised by ERV’s Assistance Company to travel to the Volunteer and/or remain with them.
2. ERV Travel Insurance for a person summoned or for a travel companion staying with the Volunteer.
3. Reasonable additional travelling expenses incurred by the Volunteer in returning to their home address.
4. Reasonable additional accommodation expenses (room only) incurred by the Volunteer beyond the number of days pre-booked, in the event of bodily injury or Illness for which a claim is admitted under section A.

What is not covered

1. An escort may not be summoned and covered under this Policy if the Volunteer is to be repatriated or released from the hospital/clinic within the following three days unless the hospitalised Volunteer is less than 19 years of age.
2. Any expense incurred more than 12 months after the occurrence of the bodily injury or Illness to which the claim refers.
3. Any expense incurred in the Volunteer’s home country or country of residence.
4. Policy Excess of £50 applies.

C. Funeral expenses and body repatriation

1. The cost of returning a Volunteer’s body or ashes to their home address or burial or cremation in the country in which death occurs.
2. Return travel and reasonable accommodation (room only) expenses for one Relative to travel out and accompany the remains.

What is not covered

1. Any expense incurred more than 12 months after the occurrence of the bodily injury or Illness to which the claim refers
2. Any expense incurred in the Volunteer’s home country of country of residence.

Additional conditions applying to Section 1
1. All coverage under this Section must be prescribed or recommended by a Medical Practitioner. If a Volunteer is admitted as an in-patient to a hospital/clinic you must notify ERV’s Assistance Company immediately and in all cases prior to incurring any medical costs. If costs are incurred without notification to ERV’s Assistance Company, then ERV is only liable for such costs as ERV would have incurred had such a notification taken place based on existing price agreements and provided the claim is valid.

2. ERV’s Assistance Company’s doctors have the authority on behalf of ERV to decide whether or not a repatriation is preferable based on an evaluation of the medical condition of the Volunteer.

3. In case of repatriations/evacuation, ERV will decide the transport mode taking into account the medical condition and needs of the Volunteer and the accessibility of their location. The transport can be carried out by ambulance flight, helicopter, scheduled or charter aeroplane, train, ambulance, boat or taxi and the transport may be conducted together with other persons e.g. on scheduled or charter flights.

4. You are required to ensure that all Volunteers have received the vaccinations recommended by the World Health Organisation (WHO) or any public UK health authority prior to their travel, including malaria medications recommended. If they fail to take such precautions and it is determined that the illness is a result of your or their negligence, your cover under Section 1 may be void.

Contact details

Cover-More Insurance Services Limited
PO Box 9180
Chelmsford
Essex CM1 9AG
Tel: +44 (0) 1245 272408
Web: www.covermore.co.uk

ERV Emergency Assistance Helpline
Tel: +44 (0) 1245 347668

ERV Claims Service
Tel: +44 (0) 1245 272402

The Financial Services Compensation Scheme, www.fscs.org.uk