

Medical & Repatriation Insurance

for

**Operation Wallacea** 

Cover-More Insurance Services Limited United Kingdom • Australia • New Zealand Level 2, 31 Springfield Road, Chelmsford, Essex CM2 6JE p 01245 272408 f 01245 272400 e enquiries@covermore.co.uk Authorised and regulated by the Financial Services Authority FSA No. 312172 Company Registration No. 03088762 Registered Office: 8-10 New Fetter Lane, London EC4A 1RS





Policy Number 9000104

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## **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** is a legal contract based on the information **you** supplied when **you** applied for this insurance. We rely on that information when **we** decide what cover to provide and how much **you** will pay. Therefore it is essential that all the information given to **us** is correct and that **you** have answered **our** questions fully and accurately.

### Pre-Existing Medical Conditions and changes in health after issue of the Policy

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.

#### 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.

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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 Reiseversicherung 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

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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
  - 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.

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## 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, losses, 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.

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- 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**.

In the event that 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

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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.

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- 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 prebooked, 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.
- Any expense incurred more than 12 months after the occurrence of the bodily injury or **Illness** to which the claim refers.
  Any expense incurred in the **Volunteer's** home country or country of residence.
- Any expense incurred in the Volunteer's hon
  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 liness 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

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- 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: <u>www.covermore.co.uk</u>

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

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

The Financial Ombudsman Service, www.financial-ombudsman.org.uk The Financial Services Compensation Scheme, www.fscs.org.uk

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