

Medical & Repatriation Insurance
For
Operation Wallacea

Certificate of Insurance

LLOYD'S

Underwritten by certain syndicates at Lloyd's and
administered by Accident & Health Underwriting Limited

THIS IS TO CERTIFY that in accordance with the authorisation granted to Accident & Health Underwriting Ltd (who administer this Insurance on behalf of Underwriters) under the Contract PA999 AHU by certain syndicates at Lloyd's (hereafter referred to as the Underwriters), whose definitive numbers and the proportions underwritten by them, which will be supplied on application, can be ascertained by reference to the said Contract which bears the Seal of Lloyd's Policy Signing Office, and in consideration of the payment of the premium specified herein, the said Underwriters are hereby bound, severally and not jointly, their Executors and Administrators, to insure the person(s) shown in the Schedule for the Benefits herein.

IN ALL COMMUNICATIONS THE CERTIFICATE NUMBER APPEARING ON THE SCHEDULE SHOULD BE QUOTED.

THE INSURANCE IS ONLY VALID WHEN ISSUED WITH A NUMBERED, SIGNED AND DATED SCHEDULE. PLEASE READ THIS CERTIFICATE AND ATTACHING SCHEDULE CAREFULLY. IF THE SCHEDULE IS INCORRECT PLEASE RETURN IT IMMEDIATELY TO YOUR AGENT FOR ALTERATION

DEFINITIONS

Listed below are words that have the same specific meaning throughout this Certificate. Defined words will be shown in bold wherever they appear.

"ACCIDENT" means a sudden, unexpected, unusual, specific event, which occurs at an identifiable time and place during the **Operative Time**, but also includes exposure resulting from a mishap to a conveyance in which the Insured Person is travelling.

"BODILY INJURY" means identifiable physical injury which:-

- (a) is sustained by the Insured Person and
- (b) is caused by an **Accident** during the Period of Insurance and
- (c) solely and independently of any other cause, except illness directly resulting from, or medical or surgical treatment rendered necessary by such injury, occasions the death or disablement of the Insured Person within twelve months from the date of the **Accident**.

"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 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.

"UNITED KINGDOM," means England, Scotland, Wales and Northern Ireland.

In respect of persons not resident in the **United Kingdom** reference to the **United Kingdom** is amended to read "Country of Domicile."

"WAR" means war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.

Words in the masculine gender shall include the feminine.

CONDITION

Any fraud, misstatement or concealment in the statements made by or on behalf of the Assured &/or Insured Person prior to or when arranging this Insurance or in the submission of a claim made hereunder shall render this Insurance null and void and all claims shall be forfeited.

WHO TO CONTACT

24 hour Medical Emergency Company

To be contacted immediately in the event of an accident or illness resulting in hospitalisation or change to travel arrangements.

CEGA Air Ambulance
Tel (UK) 01243 621525
Fax (UK) 01243 773169

Have the following information available: -

1. The number of this Certificate as shown in the Schedule.
2. The name and address of your Agent as shown in the Schedule.
3. The telephone number from which you are calling.
4. The name and telephone number of the Doctor and Hospital attending the ill/injured Insured Person.

Failure to consult with CEGA Air Ambulance and to act in accordance with their instructions will prejudice your claim.

Claims Administrators

To be contacted for non-emergency claims and queries on claims payments.

Cega Group Services Limited
Funtington Park
Cheesemans Lane
Funtington
Chichester
West Sussex
PO18 8UE

Tel: +44 (0) 1243 621208

If possible the Schedule should be sent when notifying a claim, as this will expedite prompt handling of the claim.

Compensation

Lloyd's insurers are covered by the Financial Services Authority's Compensation Scheme.

You may be entitled to compensation from the Scheme if a Lloyd's insurer is unable to meet its obligations to you under this contract.

If you were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract. Further Information about the Scheme is available from:

Financial Services Compensation Scheme
7th floor Lloyd's Chambers
Portsoken Street
London E1 8BN
Website: www.fscs.org.uk

NOTICE TO THE INSURED PERSON OR ASSURED IF APPLICABLE

Law Applicable

The cover referred to in this Insurance is subject to English Law and English Courts alone shall have jurisdiction in any dispute arising hereunder.

Complaints Procedure

Any complaint should be addressed in the first instance to:

Compliance Officer of the Agent shown in the Schedule

If you are not satisfied with the way that a complaint has been dealt with please contact:

Compliance Officer
Ark Syndicate Management Ltd
St Helen's, 1 Undershaft
London EC3A 8JT

In the event that you remain dissatisfied and wish to take the matter further you can do so at any time by referring to the Complaints Department at Lloyd's. The contact details are:

Complaints Department
Lloyd's
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 the Complaints Department at Lloyd's may be referred to the Financial Ombudsman Service. Further details will be provided at the appropriate stage of the complaints process.

This complaint procedure is without prejudice to your right to take legal proceedings.

DATA PROTECTION CLAUSE

It is understood by the Insured Person that any information about them will be processed by the Underwriters in compliance of the Data Protection Act 1998 and only for the purposes of providing their insurance cover and handling any claims. This may necessitate providing such information to third parties.

CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999 CLARIFICATION CLAUSE

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

MEDICAL AND ADDITIONAL EXPENSES

The Underwriters will pay up to £1,000,000 each Insured Person for the following expenses should he suffer **Bodily Injury** or illness during the **Operative Time**: -

1. Normal and necessary expenses incurred outside the **United Kingdom** for medical or surgical treatment including specialists' fees, emergency dental treatment, emergency ophthalmic fees, hospital, nursing home and nursing attendance charges, physiotherapy, massage and manipulative treatment, surgical and medical requisites and ambulance charges.
2. Reasonable additional accommodation and repatriation expenses incurred by the Insured Person and any one member of his family or travel party or business associate who has to remain or travel with the injured or ill Insured Person.
3. Reasonable travel and accommodation expenses of two persons to travel from the **United Kingdom** if their presence with the injured or ill Insured Person is necessary on medical grounds.
4. Reasonable expenses incurred in transporting the remains or ashes of the Insured Person to his former place of residence in the **United Kingdom** or reasonable funeral expenses incurred abroad.
5. The cost of transporting, by any means, the Insured Person to an appropriate medical facility or repatriation to the **United Kingdom** provided that such costs are incurred with the prior consent and authorisation of the 24 hour Medical Emergency Company appointed by Underwriters, whose full details are given within this Certificate.

EXCLUSIONS

The Underwriters shall not be liable under this Insurance in respect of: -

1. A trip booked or commenced by the Insured Person: -
 - a) Contrary to medical advice, or
 - b) To obtain medical treatment, or
 - c) After a terminal prognosis has been made.
2. Any claims directly or indirectly caused or contributed to by the Insured Person's intentional self injury, suicide or attempted suicide, provoked assault, fighting (except in bona fide self defence) or from the Insured Person's own criminal act or whilst engaged or taking part in civil commotions or riots of any kind.
3. The Insured Person's participation in Military, Air Force or Naval Service or Operations (other than reserve or volunteer training).
4. Any claims due to the Insured Person participating in: -
 - Mountaineering and/or rock climbing normally involving the use of ropes and/or guides, or potholing, or
 - Motor competitions or professional sport, or
 - Aeronautics or aviation, other than as a passenger, or
 - Any kind of race involving riding or driving.
5. Any claim(s) in any way caused or contributed to by an act of **Terrorism** involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent.
6. Any claims or expenses arising directly or indirectly from any medical condition of the Insured Person for which medical advice or treatment has been given by a medical practitioner or hospital during the 12 months prior to any trip covered by this Certificate.

This exclusion shall not apply to any condition for which the Insured Person takes regular continuing medication provided that there has been no change in the type, frequency or quantity of drugs within the last 12 months. However no claims or expenses relating to such condition will be admitted hereunder in the event of the Insured Person's failure to take such drugs in accordance with the medical advice given.
7. Any claims arising out of or consequent upon or contributed to by radioactive contamination.
8. The first £50 of each and every claim, each Insured Person.
9. Any expenses arising from pregnancy, childbirth or any medical complications resulting therefrom if delivery is expected during a trip or within 2 months upon expiration thereof.

Cont/...

EXCLUSIONS cont/...

10. The costs of continuing regular medication for any condition for which medical advice or treatment is being followed at the time of booking or commencing a trip.
11. Any expenses incurred more than 24 months after the date the first expense was incurred or any continuing expense incurred after the Insured Person has refused the option of repatriation to the **United Kingdom**.
12. Any claims consequent upon Venereal Disease or any expenses incurred either directly or indirectly in the treatment, diagnosis or counselling of Acquired Immune Deficiency Syndrome (A.I.D.S.), A.I.D.S. related Complex (A.R.C.) or Human Immunodeficiency Virus (H.I.V.), howsoever these have been acquired or may be named.

Note: Claims for repatriation on the grounds of the fear of contracting A.I.D.S., A.R.C. or H.I.V. from medical treatment will not be admitted.