

POLICY SUMMARY

POLICY WORDING



The Policy Summary does not contain the full details of the contract. Full terms & conditions can be found in the Policy Wording. Please note this summary does not form part of the contract.

Your Travel Insurance Policy

This policy is underwritten by Millstream Underwriting Ltd on behalf of Elvia Travel Insurance International N.V. (Netherlands) Ltd.

Main Features & Benefits	
<p><b>Who is Covered</b> Both single and annual multi-trip policies can be purchased for individuals, couples or family groups. If a family policy is purchased cover is provided for dependent children under 23 years old, normally resident with you and in full time education. Cover is available to:</p> <ul style="list-style-type: none"> <li>MOD / UK armed forces personnel and their families people resident in the United Kingdom or based at a BFPO military establishment worldwide.</li> </ul>	
<p><b>What is Covered</b> The main sections of cover are:</p> <ul style="list-style-type: none"> <li>Emergency Medical Expenses up to £10 Million</li> <li>Personal Accident up to £10,000</li> <li>Personal Liability up to £2 Million</li> <li>Legal Expenses up to £25,000</li> </ul> <p>Full details of the cover limits provided under each section and policy excess (if applicable) are set out in the Policy Wording.</p>	
Main Exclusions and Conditions	Policy Section
<p><b>We bring your particular attention to the following:</b></p>	
<ul style="list-style-type: none"> <li>The policy contains a health warranty and certain medical exclusions; the health warranty is set out in more detail on page 3.</li> </ul>	Health Warranty
<ul style="list-style-type: none"> <li>You will not be covered if you choose to travel to a country or region against the advice issued by the Foreign &amp; Commonwealth Office. Telephone: 0845 8502829, Website: <a href="http://www.fco.gov.uk">www.fco.gov.uk</a></li> </ul>	General Exclusion 1
<ul style="list-style-type: none"> <li>There is no personal liability cover for hire, use or possession of any vehicle or in relation to your employment.</li> </ul>	Section 3
<ul style="list-style-type: none"> <li>Losses resulting from participation in high risk sports and activities are excluded. Cover is provided for certain sports and activities but you may be required to pay an additional premium. You must obtain written confirmation from us if you require cover. See activities list on page 4.</li> </ul>	Important Notes Section General Exclusions

Health Warranty	
<p>You must advise us if any of the following apply to a person to be insured, a travelling companion, an immediate relative, close business associate or someone upon whom the trip depends, (whether they are travelling with you or not)</p>	
1.	are you / they aware of reasons why a trip could result in a claim
2.	during the last 12 months, have you/they suffered from or received treatment, advice or medication for any chronic or ongoing condition or a recurring illness.
3.	are you/they receiving, recovering from, or on a waiting list for in-patient treatment in a hospital or nursing home
4.	have you /they been diagnosed as having a terminal illness
5.	are you/they waiting for the results of tests or investigations, or awaiting a referral for an existing medical condition
6.	are you/they travelling against the advice of a doctor or in order to get medical treatment abroad.
<p>We will not cover any of the health conditions referred to above unless declared to us and accepted by us in writing. To make a medical declaration please contact our medical screening service on 0845 643 2634. You may be required to pay an additional charge which will be dependant upon the conditions declared. If there is any change in a persons' health between the date the policy is issued and the start date of a trip you must notify our medical screening service immediately.</p>	

Cooling Off Period

If your cover does not meet your requirements, please notify us within 14 days of purchasing your policy or before your trip starts, whichever is the sooner, for a refund of your premium.

Policy Excesses

Under some sections of the policy claims will be subject to an excess. This means that you will be responsible for paying the first part of the claim. The amount you have to pay is called the excess.

Conditions, Exclusions and Terms

Conditions and exclusions will apply to individual sections of the policy while general exclusions, conditions and terms will apply to the whole policy

Claims Notification

If you require assistance abroad please call our 24 hour Emergency Assistance service on +44 (0)845 643 2628. The medical emergency service is provided by Speciality Assistance Services Limited.

If you wish to make a claim please call 0845 643 2629. Please note documentary evidence will be required to support any claim.

How to Complain

For all complaints please write to The Managing Director, Millstream Underwriting Limited, P.O. Box 18381, London, EC3M 7AU. You can refer your complaint to the Financial Ombudsman Service (FOS) in the event that we are unable to resolve the differences between us. Full details of the complaints procedure can be found within the policy wording.

Scheme Number: MT08/1159

SUMMARY OF COVER						
	Section	Annual Multi Trip	Single Trip	Excesses		Page No.
				(Standard)	(Premier)	
	<b>Age Limit</b>	<b>64</b>	<b>64</b>	<b>64</b>	<b>64</b>	
	<b>Dependant Children Age Limit</b>	<b>23</b>	<b>23</b>	<b>23</b>	<b>23</b>	
<b>Section 1</b>	<b>Emergency Medical Expenses</b> Emergency Dental Treatment Funeral Expenses Abroad UK Expenses Search and Rescue	<b>£10 Million</b> £350 £1,000 £1,000 £5,000	<b>£10 Million</b> £350 £1,000 £1,000 £5,000	<b>£50</b>	<b>£150</b>	<b>2</b>
<b>Section 2</b>	<b>Personal Accident</b>	<b>£10,000</b>	<b>£10,000</b>	<b>Nil</b>	<b>Nil</b>	<b>3</b>
<b>Section 3</b>	<b>Personal Liability</b>	<b>£2 Million</b>	<b>£2 Million</b>	<b>£50</b>	<b>£150</b>	<b>3</b>
<b>Section 4</b>	<b>Legal Expenses</b>	<b>£25,000</b>	<b>£25,000</b>	<b>Nil</b>	<b>Nil</b>	<b>3</b>
<b>Section 5</b>	<b>Sports and Activities</b>	See section for details	Subject to an additional premium see section for details			<b>4</b>
	<b>General Conditions &amp; Exclusions</b>					<b>4</b>

This policy wording **your** enrolment certificate and any endorsements form a contract of insurance between **you** (the persons named on the enrolment certificate) and **us**, (Millstream Underwriting Ltd on behalf of Elvia Travel Insurance International N.V. (Netherlands) administered in the **United Kingdom** by Mondial (UK) Limited) and explains the definitions, conditions, exclusions and limits of cover **we** provide. This contract is only valid when **you** have a valid enrolment certificate and have paid the appropriate premium.

WHO IS COVERED

The persons named on the enrolment certificate. Cover is only available to military and civilian MOD / UK armed forces personnel and their **family** resident in the **United Kingdom** or at a BFPO military establishment worldwide. Cover is provided for trips starting and returning to **your home in your Country of Residence**.

WHAT IS COVERED

It is very important that **you** carefully read the terms, conditions and exclusions of this insurance to ensure that **you** are properly covered for **your** planned trip. It is **your** duty to inform **us** of any fact, which is likely to influence **us** in the acceptance, assessment or continuance of this insurance. Failure to do so may invalidate this insurance, leaving **you** with no right to make a claim.

ANNUAL MULTI TRIP

**You** are covered for any trip up to a maximum of 31 days. **You** are covered when participating in sports and activities under Standard Cover as detailed in Section 5. **You** are covered when participating in sports and activities under Premier Cover as detailed in Section 5 on payment of the appropriate additional premium.

SINGLE TRIP

**You** are covered for the dates as shown on **your** enrolment certificate. **You** are covered when participating in sports and activities under Standard Cover as detailed in Section 5. **You** are covered when participating in sports and activities under Premier Cover as detailed in Section 5 on payment of the appropriate additional premium

APPLICABLE TO ALL POLICY TYPES

All sections of cover operate from when **you** leave **your home** to start **your** trip. These sections apply for the duration of the booked trip (or earlier return to **your Country of Residence**) including the period of travel directly to the departure point and back **home** directly afterwards, not exceeding 24 hours in each case. If the return is unavoidably delayed for an insured reason, cover will be extended free of charge for up to 30 days maximum.

**You** are covered for trips within **your Country of Residence** if it is pre-booked in paid accommodation and for 2 nights or more (This does not include medical expenses cover). **You** are not covered for planned **hazardous activities** other than as specified in Section 5, unless **we** agree to include them and **you** have paid the appropriate additional premium.

GEOGRAPHICAL AREA

**You** are covered for travel to the geographical area as shown on **your** enrolment certificate.

**MEDICAL CONDITIONS**

It is very important that this insurance provides adequate cover for **your** trip. To ensure that it does, and for **your** peace of mind, **you** must tell **us** about anything, which could give rise to a claim, particularly where **your** own health is concerned. In particular **we** will not cover medical problems referred to in the Health Warranty unless this was declared to **us** and accepted by **us** in writing.

**HEALTH WARRANTY**

If any of the following apply to **you**, the medical assessors must be contacted:

1. **You** were aware of any reason why the trip could result in a claim.
2. **You** have, during the 12 months before this insurance started, suffered from or received treatment, advice or medication for any chronic, ongoing or recurring illness or condition. (A chronic condition is one lasting three months or more).
3. **You** were travelling against the advice of a **medical practitioner** or in order to get medical treatment abroad.
4. **You** have been diagnosed as having a terminal illness.
5. **You** were receiving, recovering from, or on a waiting list for in-patient treatment in a hospital or nursing home.
6. **You** were waiting for the results of tests or investigations, or awaiting a referral for an existing medical condition.

If any of the reasons stated above occur between the date the policy is issued and/ or before the first day of **your** trip, **you** must notify the medical assessors immediately on **0845 643 2634**. Failure to do this could leave **you** with no right to make a claim, and may mean that **you** travel with insufficient cover. **We** reserve the right not to extend this insurance if deemed necessary by **us**, where the booked trip could be detrimental to **your** well being.

**DEFINITIONS**

Whenever the following words appear in bold in this policy they will always have these meanings:

<b>Appointed Advisor</b>	The Solicitor or appropriately qualified person, firm or company, including <b>us</b> , who is chosen to act for <b>you</b> in <b>your</b> claim for compensation.
<b>Couple</b>	The lead insured, spouse (or co-habiting partner)
<b>Country of Residence</b>	<b>United Kingdom</b> , or country in which the BFPO military establishment is located.
<b>Europe</b>	Europe including Republic of Ireland, The Azores, Madeira, The Canary Islands, Morocco, Tunisia, Israel, Mediterranean Islands, Turkey and territories formally known as USSR, west of the Ural Mountains
<b>Family</b>	The lead insured, spouse (or co-habiting partner) and their dependant children, aged under 23 years in full time education, all normally resident with the insured, spouse (or co-habiting partner).
<b>Hazardous activities</b>	Participating in any sport or activity which could pose an increased risk or danger to <b>you</b> , and may require <b>you</b> to take additional precautions to avoid injury or claim.
<b>Home</b>	<b>Your</b> residential address in <b>your Country of Residence</b> .
<b>Legal action</b>	Work carried out to support a claim that <b>we</b> have agreed to. This includes settlement negotiations, hearings in a civil court, arbitration and any appeals resulting from such hearings other than an application by <b>you</b> : <ul style="list-style-type: none"> <li>▪ to the European Court of Justice, European Court of Human Rights or similar International body; or</li> <li>▪ to enforce a judgement or legally binding decision.</li> </ul>
<b>Legal costs</b>	Fees, costs and expenses (including Value Added Tax or equivalent local goods and services tax) which <b>we</b> agree to pay for <b>you</b> in connection with <b>legal action</b> . Also, any costs which <b>you</b> are ordered to pay by a court or arbitrator (other than damages, fines and penalties) or any other costs <b>we</b> agree to pay.
<b>Loss of limb</b>	Physical, permanent and total loss of use at or above the wrist or ankle.
<b>Loss of sight</b>	The complete, irrecoverable and irremediable loss of all sight in one or both eyes.
<b>Medical practitioner</b>	A registered practising member of the medical profession who is not travelling with <b>you</b> , who is not related to <b>you</b> or to any person with whom <b>you</b> are travelling or intending to stay with.
<b>Permanent total disablement</b>	Disablement as a result of which there is no business or occupation, which <b>you</b> are able to attend and to which having lasted for a period of 12 months, is, at the end of that period, beyond hope of improvement.
<b>Personal accident</b>	Accidental bodily injury caused solely and directly by outward violent and visible means.
<b>Scuba Diving</b>	Conventional scuba diving only. <b>We</b> do not cover any unaccompanied dive, any dive in over head environments, any dive for gain or reward, or any dive below 50 metres (on Standard Cover policies <b>we</b> do not cover if diving below 30 metres, see sports and activities section 5). <b>You</b> must hold a British Sub Aqua Club certificate or Professional Association of Diving Instructors certificate or equivalent and follow the relevant Club or Association rules and guidelines at all times, or <b>you</b> must only dive under the constant supervision of a properly licensed diving school and follow their rules and instructions at all times.
<b>United Kingdom</b>	England, Scotland, Wales, Northern Ireland and Isle of Man and the Channel Islands
<b>We / us / our</b>	Millstream Underwriting Ltd on behalf of Elvia Travel Insurance International N.V. (Netherlands)
<b>Winter Sports</b>	Conventional skiing / snowboarding only. <b>We</b> do not cover any competition free-style skiing, ski jumping, ice hockey, use of bobsleighs or skeletons, repetitive travel in ski run helicopters. Off-piste skiing is covered when <b>you</b> are skiing within the ski boundaries of recognised ski resort and following ski patrol guidelines.
<b>Work abroad</b>	For the purposes of this policy clerical business activities of the insured only. Non-manual or light general work not involving the use of mechanical or industrial machinery at a height not exceeding 2 metres.
<b>You / your</b>	Each insured person as shown on <b>your</b> enrolment certificate.

**IMPORTANT NOTES**

1. If **your** cover does not meet **your** requirements, please notify **us** within 14 days of receiving **your** policy and return all **your** documents for a refund of **your** premium. If during this 14 day period **you** have travelled, made a claim, or intend to make a claim then **we** are entitled to recover all costs for those services **you** have used. Please note that **your** cancellation rights are longer valid after this initial 14 day period.
2. Check the details on **your** enrolment certificate and call JBI International Insurance Brokers Ltd if they are incorrect. Telephone: +44 (0) 118 970 3781
3. **You** will not be covered if **you** choose to travel to a specific area against the advice issued by the Foreign & Commonwealth Office. Telephone: 0845 850 2829 Website: [www.fco.gov.uk](http://www.fco.gov.uk)
4. The levels of cover under each section are shown on the Summary of Cover and apply to each insured person.
5. This policy has an excess as shown on the Summary of Cover and will be deducted in the event of a claim under certain sections. The excess will be charged for each person making a claim.
6. This insurance is only available to residents as set out in the **Country of Residence** definition and is only valid for trips starting and ending from **your home** in **your Country of Residence**.
7. Cover within **your Country of Residence** is restricted to pre-booked trips in paid accommodation of two nights or more duration.
8. This insurance contains restrictions regarding pre-existing medical conditions. **You** are advised to read the Health Warranty contained in this policy. If **you** are in any doubt as to whether a medical condition is covered **you** must contact the medical assessors.
9. If **your** return is unavoidably delayed for an insured reason, cover will be extended free of charge for up to 30 days maximum.
10. This insurance will cover **you** for reasonable activities **you** partake in on an unplanned and incidental basis provided that **you** are supervised by a qualified instructor or have subscribed to an accredited organisation for the activity and that **you** act in a reasonable way and use all recommended equipment and protective clothing that is necessary.
11. **You** are not covered for planned sports and hazardous activities unless **we** agree to include and **you** have paid the appropriate additional premium.
12. The insurance is extended to cover **work abroad**. This insurance does not provide Personal Liability cover whilst working overseas.
13. All claims must be submitted within 60 days of **your** return to **your Country of Residence**.
14. It is very important that this insurance provides adequate cover for **your** trip. To ensure that it does, and for **your** peace of mind, **you** must tell us as soon as possible about anything, which could give rise to a claim, particularly where **your** own health is concerned or the health of any person on whom the trip depends, whether or not they are travelling with **you**.

**IMPORTANT CONTACT NUMBERS**

JBI International Insurance Brokers Ltd	+44 (0) 118 970 3781	<a href="mailto:travel@jbi-ins.co.uk">travel@jbi-ins.co.uk</a>
24 Hour Emergency Assistance Service	+44 (0) 845 643 2628	<a href="mailto:assistance@mstream.co.uk">assistance@mstream.co.uk</a>
Medical Assessors	+44 (0) 845 643 2634	<a href="mailto:healthcheck@mstream.co.uk">healthcheck@mstream.co.uk</a>
Claims Service	+44 (0) 845 643 2629	<a href="mailto:claims@mstream.co.uk">claims@mstream.co.uk</a>

**SECTION 1 EMERGENCY MEDICAL EXPENSES (NOT PRIVATE HEALTH INSURANCE)**

If **you** are admitted to hospital as an in-patient or require on-going outpatient treatment overseas, the Emergency Medical Assistance service must be notified immediately.

They will deal direct with the hospital and arrange the payment of any bills. Repatriation by specially equipped air ambulance will be available where medically necessary.

**You** must maintain contact with the Emergency Medical Assistance service until your return to your Country of Residence or until you no longer require treatment or assistance.

If **you** receive out-patient treatment (no hospital admission) in Spain, Greece, Cyprus, Portugal or Turkey, show this document to the doctor and **your** treatment will be paid through ChargeCare International in line with the policy wording. The doctor will ask **you** to fill in a form to confirm treatment and may request **you** to pay the excess.

If **you** receive out-patient treatment (no hospital admission) in other countries, it may be easier to pay any bills yourself. Keep all receipts and submit a claim when **you** return home. If **you** are in any doubt, call the Emergency Medical Assistance service for help.

24 hour Emergency Medical Assistance telephone number: **+44 (0) 845 643 2628**

*Covered*

**You** are covered up to the limit as shown on the summary of cover for costs incurred

**A. Outside your Country of Residence for:**

1. emergency medical and surgical treatment and hospital charges (including necessary physiotherapy, authorised by the Emergency Medical Assistance service);
2. emergency dental treatment, to relieve pain only, limited to amount shown on the summary of cover;
3. reasonable and necessary additional accommodation (room only) and travelling expenses **home** (Economy Class), including those of one relative or friend if **you** have to be accompanied **home** on the advice of the attending **medical practitioner** or if **you** are a child and require an escort **home**;
4. in the event of death, reasonable cost for the conveyance of the body or ashes to **your Country of Residence** (the cost of burial or cremation is not included), or local funeral expenses abroad limited to £1,000

- necessary search and rescue expenses **you** are liable to pay for official civil and police rescue teams, limited to £5,000 in total.

**B. Within your Country of Residence:**

- If included on **your** policy (please refer to summary of cover), reasonable and necessary expenses incurred in respect of **your** travel **home** (Economy Class), or additional accommodation (room only) for **you** and one relative or friend should **you** suffer accidental bodily injury, illness or death whilst on a trip within **your Country of Residence** limited to the amount stated on the summary of cover.
- necessary search and rescue expenses **you** are liable to pay for official civil and police rescue teams, limited to £5,000 in total.

*NOTE: If you are travelling to a country in the EU, you will need a European Health Insurance Card (EHIC) to receive healthcare. Apply by calling 0845 606 2030 or online at [www.dh.gov.uk/travellers](http://www.dh.gov.uk/travellers). Applications are also available at the post office. If you are travelling to Australia and require medical treatment, you must enrol with Medicare.*

*Not covered*

- the policy excess shown on the summary of cover. This applies to each person making a claim;
- any sums which can be recovered from another source or which are covered under any National Insurance scheme or reciprocal health arrangement;
- any expenses or fees, for in-patient treatment or returning **home** early, which have not been reported to and authorised by the Emergency Medical Assistance service;
- any expenses incurred for illness, injury or treatment required as a consequence of:
  - Surgery or medical treatment which in the opinion of the attending **medical practitioner** and the Emergency Medical Assistance service can be reasonably delayed until **you** return to **your Country of Residence**.
  - Medication and/or treatment which at the time of departure is known to be required or to be continued outside **your Country of Residence**;
- if the Health Warranty is not complied with and **you** do not have an appropriate endorsement from the medical assessors (see Health Warranty);
- the cost of any routine or elective (non-emergency) treatment or surgery, including specialist review or referral, exploratory tests, treatment or surgery which are not directly related to the injury, which necessitated **your** admittance to hospital;
- claims that are not confirmed as medically necessary by the attending **medical practitioner** or the Emergency Medical Assistance service;
- any additional hospital costs arising from single or private room accommodation unless medically necessary;
- treatment or services provided by a health spa, convalescent or nursing home or any rehabilitation centre;
- any costs incurred within the **United Kingdom** or **your Country of Residence**.
- further costs **you** incur if **we** wish to bring **you home** early but **you** refuse (where in the opinion of the treating **medical practitioner** and the Emergency Assistance Service **you** are fit to travel);
- anything mentioned in the General Exclusions.

**SECTION 2 PERSONAL ACCIDENT**

*Covered*

**You** are covered up to the limit as shown on the summary of cover in respect of **loss of limb, loss of sight, permanent total disablement** or for death (which will be paid to **your** legal representative), if **you** have a **personal accident** during **your** trip which, up to 12 months from the date of the accident, is the sole cause of **your** consequent death or disability.

*NOTE: If you are aged under 16 years at the time of the accident the death benefit will be limited to funeral and other reasonable costs up to £1,000 and the permanent total disablement benefit will not apply.*

**We** will only pay the benefit for **permanent total disablement** if **your medical practitioner** or specialist confirms that **you** cannot do any paid work for 12 months after the date of the accident and there is little or no hope of improvement. **You** must accept and agree to examination by **our** doctor or specialist should **we** consider it necessary to validate the claim.

*Not covered*

- any claims for death, loss or disablement caused directly or indirectly by:
  - Disease or any physical defect or illness
  - An injury which existed prior to the beginning of the trip;
  - Whilst travelling on motorcycles
- anything mentioned in the General Exclusions.

**SECTION 3 PERSONAL LIABILITY**

*Covered*

**You** are covered up to the limit as shown on the summary of cover, for legal expenses and legal liability for damages incurred by **you** which are caused by an accident that happened during the trip, and leads to claims made against **you** as a result of:

- accidental bodily injury to a person who is not a member of **your** family or household or employed by **you**;

- loss of or damage to any property which does not belong to **you**, is not in the charge of, and is not in the control of **you** or any member of **your** family, household or employee;
- loss of or damage to temporary holiday accommodation that does not belong to **you**, or any member of **your** family, household or employee.

*NOTE: We are entitled to take over any rights in the defence or settlement of any claim and to take proceedings in your name for **our** benefit against any other party.*

*Not covered*

- the policy excess shown on the summary of cover of any incident. This applies to each person making a claim;
- fines imposed by a Court of Law or other relevant bodies;
- anything caused directly or indirectly by:
  - liability which **you** incur as a result of an agreement that **you** made which would not apply in the absence of that agreement;
  - injury, loss or damage arising from:
    - ownership or use of aircraft, horse-drawn or mechanical/motorised vehicles, vessels (other than rowing boats, punts or canoes), animals (other than horses) or firearms or any weapons
    - the occupation (except temporarily for the purpose of the trip) or ownership of any land or buildings
    - the carrying out of any trade or profession
    - racing of any kind
    - any deliberate act
  - liability covered under any other insurance.
- anything mentioned in the General Exclusions.

*NOTE: If you are using a mechanical/motorised vehicle, make sure that you are adequately insured for third party liability, as you are not covered under this insurance.*

**SECTION 4 LEGAL EXPENSES**

*Covered*

If you die, are ill, or injured during **your** trip and **you** or **your** personal representative take **legal** action to claim damages or compensation for negligence against a third party we will do the following:

- Nominate an **appointed adviser** to act for **you**. If **you** and **we** cannot agree on an **appointed adviser**, the matter can be referred to an Alternative Resolution Facility.
- For each even giving rise to a claim pay up to £25,000 **legal costs** for **legal action** for **you** (but not more than £50,000 in total for all **persons insured** on this policy).

*Conditions*

- you** must conduct **your** claim in the way requested by the **appointed adviser**;
- you** must keep **us** and the **appointed adviser** fully aware of all facts and correspondence including any settlement offers made to **you**;
- we** will not be bound by any promises or undertakings which **you** give to the **appointed adviser**, or which **you** give to any person about payment of fees or expenses, without **our** consent;
- we** can withdraw cover after **we** have agreed to the claim, if **we** think a reasonable settlement is unlikely or that the cost of the **legal action** could be more than the settlement.

*Not Covered*

Any claim:

- not reported to **us** within 90 days after the event giving rise to the claim;
- where **we** think a reasonable settlement is unlikely or where the cost of **legal action** could be more than the settlement;
- involving **legal action** between members of the same household, an **immediate relative**, a travelling companion, or one of **your** employees;
- where another insurer or service provider has refused **your** claim or where there is a shortfall in the cover they provide;
- against a travel agent, tour operator or carrier, **us**, the **insurer**, another person insured by this policy or **our** agent;

**Legal costs:**

- for **legal action** that **we** have not agreed to;
- if **you** refuse reasonable settlement of **your** claim. **You** should use Alternative Resolution Facilities such as mediation in this situation;
- if **you** withdraw from a claim without **our** agreement. If this occurs **legal costs** that **we** have paid must be repaid to **us** and all **legal costs** will become **your** responsibility;
- that cannot be recovered by **us**, **you** or **your appointed adviser**, when **you** receive compensation. Any repayment will not be more than half of the compensation **you** receive;
- awarded as a personal penalty against **you** or the **appointed adviser**, (for example not complying with Court rules and protocols);
- for bringing **legal action** in more than one country for the same event;
- the funding of any appeal costs or actions to enforce a judgement or legally binding decision;
- anything mentioned in the General Exclusions.

SECTION 5 SPORTS AND ACTIVITIES

**Covered**

**You** are covered for the following sports and activities provided that **you** act in a reasonable way and use all recommended safety equipment and protective clothing that is necessary.

Standard Cover	Premier Cover
- Abseiling (max 100m) <b>(a,c)</b>	- Abseiling (over 100m) <b>(a,c)</b>
- Archery <b>(a,b)</b>	- Aerial Safari <b>(a)</b>
- Black Water Rafting (Grades 1-3) <b>(a)</b>	- American Football <b>(c)</b>
- Bungee Jumping (max 2 jumps) <b>(a,c)</b>	- Ballooning <b>(a)</b>
- Camel/Elephant riding/trekking <b>(b)</b>	- Black Water Rafting (Grades 4-5) <b>(a)</b>
- Canoeing/ kayaking (inland/coastal, no White Water) <b>(a)</b>	- Bouldering
- Cycling	- Bungee Jumping (3 + jumps) <b>(a,c)</b>
- Deep Sea Fishing <b>(a)</b>	- Canoeing White Water (Grade 1-3) <b>(a)</b>
- Fell Running/Walking (without ropes, picks or other specialist climbing equipment)	- Fencing <b>(a,b)</b>
- Golf	- Football (including 5 a side)
- Gymnastics <b>(a)</b>	- Go-Karting <b>(a,b)</b>
- Hiking / Trekking without ropes, picks or other specialist climbing equipment up to 1500m	- Hiking / Trekking without ropes, picks or other specialist equipment up to 4500m <b>(a)</b>
- Horse Riding (Hacking only – incidental to trip, no jumping)	- Hockey
- Hot-Air Ballooning <b>(a,b)</b>	- Horse Riding/Trekking (main purpose of trip)
- Ice Skating (in-door only)	- Hunting on foot <b>(a,b,c)</b>
- Jet Boating / Jet Skiing (inland/coastal waters, no White Water) <b>(a,b)</b>	- Ice Hockey
- Martial Arts (non-contact)	- Jet Boating / Jet Skiing White Water (Grades 1-2) <b>(a,b)</b>
- Motor Biking up to 125cc (full UK licence, and helmet to be worn) <b>(b,c)</b>	- Judo
- Orienteering <b>(a)</b>	- Kayaking White Water (Grades 1-3) <b>(a)</b>
- Paint balling <b>(a,b)</b>	- Kite Surfing <b>(c)</b>
- Parasailing <b>(a)</b>	- Motor Biking over 125cc (excluding touring by motorbike or where a motorbike is the main mode of transport) a helmet to be worn and full UK licence) <b>(b,c)</b>
- Parascending (over water only) <b>(a)</b>	- Mountain Biking (off-road) <b>(b,c)</b>
- Rowing/Sculling (inland/coastal waters, no White Water)	- Parachuting (1 Jump only) <b>(a,b,c)</b>
- Rifle range shooting <b>(a,b)</b>	- Quad Biking <b>(a,b,c)</b>
- Safari Tours <b>(a)</b>	- Rock Climbing <b>(a,c)</b>
- Sailing (coastal waters only) <b>(a,b)</b>	- Rugby <b>(c)</b>
- <b>Scuba Diving</b> (30m) <b>(a)</b>	- Sailing outside coastal waters (Europe ONLY) <b>(a,b)</b>
- Snorkelling	- Scrambling
- Speed Boating (inland/coastal waters ONLY, no White Water) <b>(a,b)</b>	- Scuba diving to 50 metres <b>(a)</b>
- Squash	- Sea Canoeing (coastal waters only)
- Surfing (incidental to trip)	- Skiing/Snowboarding (Conventional only)
- Swimming	- Ski/Snowboard Racing (Europe Only)
- Tennis	- Surfing (main purpose of trip)
- Water Skiing (no jumps) <b>(a,b)</b>	- White Water Rafting (Grades 4-5) <b>(a,c)</b>
- White Water Rafting (grades 1-3) <b>(a,c)</b>	- War Games <b>(a,b)</b>
- Wind Surfing <b>(b)</b>	- Wind Surfing (main purpose of holiday) <b>(b)</b>
- Yachting (coastal waters only) <b>(a,b)</b>	- Yachting outside coastal waters (Europe ONLY) <b>(a,b)</b>

The following specific conditions and exclusions apply where highlighted in the sport and activities list to the left:

- (a)** Provided **you** are supervised by a qualified instructor or have subscribed to an accredited organisation for the activity
- (b)** Personal Liability cover is excluded
- (c)** Personal Accident cover is excluded

**NOTE: You are not covered when participating in professional or organised sports, racing, speed or endurance tests, dangerous pursuits.**

**Not Covered**

1. anything listed in the General Exclusions.

**GENERAL CONDITIONS**

1. All claims must be submitted within 60 days from the date of **your** return to **your Country of Residence**.
2. It is a condition of this insurance that all material facts have been disclosed to **us**. Failure to do so may invalidate this insurance, leaving **you** with no right to make a claim. A material fact is one, which is likely to influence **us** in the acceptance or assessment of **your** application. If **you** are in any doubt about whether a fact is material, **you** should disclose it.
3. **You** are covered for reasonable activities **you** partake in on an unplanned or incidental basis provided that **you** are supervised by a qualified instructor or have subscribed to an accredited organisation for the activity and that **you** act in a reasonable way and use all recommended safety equipment and protective clothing that is necessary.
4. **We** may at any time pay to **you** our full liability under this insurance, after which no further payments will be made in any respect.
5. **You** must take all reasonable steps to recover any lost or stolen article.
6. Original receipts and or proof of ownership and value must be supplied in the event of a claim.
7. If **we** require any medical certificates, information, evidence and receipts, these must be obtained by **you** at **your** expense.
8. In the event of a claim, if **we** require a medical examination **you** must agree to this. In the event of death, **we** are entitled to a post mortem examination. The post mortem would be at **our** expense.
9. If any claim is found to be fraudulent in any way, this insurance will not apply and all claims will be forfeited.
10. **You** must not make any payment; admit liability, offer or promise to make any payment without written consent from **us**.
11. **We** are entitled to take over any rights in the defence or settlement of any claim and to take proceedings in **your** name for **our** benefit against any other party.
12. If at the time of making a claim there is any other insurance covering the same risk, **we** are entitled to contact that insurer for a contribution.
13. Damaged articles must be retained by **you** and if requested submitted to the Claims Handlers so as to substantiate a claim. Failure to do so may result in a claim being turned down.

**GENERAL EXCLUSIONS**

**You** are not covered for anything caused directly or indirectly by the following, unless **you** have contacted **us** and **we** have confirmed in writing that **you** will be covered:

1. If **you** choose to travel to a specific area against the advice issued by the Foreign & Commonwealth Office: Telephone: 0845 850 2829 Website: www.fco.gov.uk
2. a set of circumstances which **you** knew about at the time the trip was booked unless **you** could not reasonably have expected such circumstances to result in a claim;
3. if **you** are travelling against the advice of a **medical practitioner** or for the purpose of obtaining medical treatment (whatever the nature of this treatment);
4. any criminal act by **you**;
5. failure to comply with the laws applicable to the country in which **you** are travelling;
6. suicide, deliberate self-injury being under the influence of drink or drugs (unless prescribed by a **medical practitioner**), alcoholism, drug addiction, solvent abuse, wilful exposure to exceptional risk (unless **you** are trying to save someone's life).
7. any emotional or psychiatric disorder or condition;
8. pregnancy 12 weeks before and 12 weeks after the estimated date of delivery.
9. any claim arising from sexually transmitted diseases.
10. any injury, illness, death, loss, expenses or other liability attributable to HIV (Human Immunodeficiency Virus) and/or any HIV related illness and/or any mutant derivatives or variations thereof however caused.
11. the cost of any routine or elective (non-emergency) treatment or surgery, including specialist review or referral, exploratory test which are not directly related to the illness or injury which necessitated **your** admittance to hospital;
12. bankruptcy/liquidation of a tour operator, travel agent or transportation company.
13. consequential loss of any kind.
14. loss or damage to any property and expense or legal liability, directly or indirectly caused by or contributed to or arising from:
  - a. Ionising radiation or radioactive contamination from any nuclear fuel or nuclear waste, which results in burning of nuclear fuel.
  - b. The radioactive toxic explosive or other dangerous properties of nuclear machinery or any part of it.
  - c. Pressure waves from aircraft and other flying objects travelling faster than the speed of sound.
15. any epidemic or pandemic;
16. any payment, which **you** would normally have made during **your** travels, if no claim had arisen;
17. any consequence whether direct or indirect of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), discharge, explosion or use of a weapon of mass destruction whether or not employing nuclear fission or fusion, or chemical, biological, radioactive or similar agents, by any party at any time for any reason, terrorist activity, civil war, rebellion, revolution, insurrection, blockade, military or usurped power.

18. air travel (other than as a fare-paying passenger on a regular scheduled airline or licensed charter aircraft).
19. planned **hazardous activities** unless **you** have paid the appropriate additional premium and **we** have issued **you** with an endorsement;
20. motorbike touring or where a motorbike is the main mode of transport;
21. **your** manual work or hazardous occupation of any kind;
22. professional or organised sports, racing, speed or endurance tests, dangerous pursuits;
23. mountaineering or rock climbing, ordinarily necessitating the use of picks ropes or guides, pot holing or caving;
24. taking part in dangerous expeditions or the crewing of a vessel outside coastal waters;
25. any off-piste skiing except when **you** are skiing within the ski boundaries of a recognised ski resort and following ski patrol guidelines;
26. **You** are not covered whilst on military duty other than whilst participating in duly authorised adventurous training. No cover will be provided under Section 3 Personal Liability.

#### CLAIMS PROCEDURE

First, check this wording to make sure **your** claim is valid:

*Medical Claims* – If serious injury is incurred in which **you** are admitted to hospital, call our Emergency Assistance Service on +44 (0)845 643 2628 as soon as possible. **You** will be given advice on what to do and the assistance **you** require. All original receipts for medical consultations / treatment / medication etc should be retained and submitted to support **your** claim. Contact the Claims Service for a claim form on 0845 643 2629 when **you** return home. They will advise **you** of any additional supporting documentation required (this will be dependent upon the circumstances and nature of the medical claim).

*Personal Liability and Legal Assistance* - Obtain as much information as possible, including police reports, witness details and any photographs. **You** must NOT admit liability at any time. The Claims Service must be notified immediately on +44 (0) 845 643 2629.

#### COMPLAINTS PROCEDURE

**We** aim to provide a first class level of service at all times. If, for any reason, **you** feel that our service is not of the standard **you** would expect, please tell us. **You** should address any enquiries or complaints, in writing to:-  
Millstream Underwriting Limited  
PO Box 18381,  
London, EC3M 7AU  
(quoting the policy number shown on the enrolment certificate).

If **you** are still dissatisfied, at this stage **you** may contact:

The Financial Ombudsman Service  
South Quay Plaza, 183 Marsh Wall  
London, E14 9SR

Please note that the Financial Ombudsman Service will not consider **your** complaint until **you** have received a final decision from Millstream Underwriting Limited.

#### GOVERNING LAW

Unless otherwise agreed English Law will apply and all communications and documentations in relation to this contract will be in English.

#### CONTRACT (RIGHTS OF THIRD PARTIES) ACT 1999

The parties do not intend any term of the agreement to be enforceable to the Contract (Right of Third Parties) Act 1999.

#### RENEWAL OF YOUR INSURANCE COVER

If **you** have annual multi-trip cover, **we** will send **you** a renewal notice prior to the expiry of the PERIOD OF INSURANCE as shown on **your** enrolment certificate.

The terms of **your** cover and the premium may be varied by **us** at the renewal date. **We** will give **you** at least 21 days written notice before the renewal date should this happen.

At renewal **you** must tell **us** about relevant facts and check to see that **you** still comply with the Medical Conditions as this may affect the cover provided. If **you** do not comply with the Medical Conditions, this may invalidate **your** insurance.

#### DETAILS ABOUT OUR REGULATOR

Elvia Travel Insurance International N.V. (Netherlands) is authorised by the Dutch Insurance Chamber in Holland and regulated by the Financial Services Authority for the conduct of UK Business.

JBI Medicare travel insurance is underwritten by Millstream Underwriting Ltd on behalf of Elvia Travel Insurance International N.V. Mondial Assistance (UK) Limited is Elvia's appointed administrator in the United Kingdom.

JBI International Insurance Brokers, Millstream Underwriting Ltd & Mondial Assistance (UK) Limited are authorised and regulated by the Financial Services Authority. Millstream Underwriting Limited FSA Firm Ref: 308584.

Elvia Travel Insurance International N.V. (Netherlands) is authorised by the De Nederlandsche Bank (DNB) in Netherlands and regulated by the Financial Services Authority for the conduct of UK business.

The FSA holds a register of all regulated firms on its website visit [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register); or **you** can contact them by phone on 0845 606 1234.

Millstream Underwriting Ltd and Mondial Assistance (UK) Limited will act as an agent for Elvia Travel Insurance International N.V. (Netherlands) with respect to the receipt of customer money; and for the purpose of settling claims and handling premium refunds.

JBI International Insurance Brokers will act as agent for Elvia Travel Insurance N.V. (Netherlands) with respect to the receipt of customer and handling premium refunds.

Millstream Underwriting Ltd, Registered in England No. 3896220, Registered Office: 40 Lime Street, London EC3M 7AY. Mondial Assistance (UK) Limited, Registered in England No. 1710361. Registered Office: Mondial House, 102 George Street, Croydon, CR9 1AJ.

#### FINANCIAL SERVICES COMPENSATION SCHEME

In the event that the insurer, Elvia Travel Insurance International N.V. (Netherlands) is unable to pay a claim you may be entitled to compensation from the Financial Services Compensation Scheme. Information can be obtained on request, or by visiting the Financial Services Compensation Scheme website at [www.fscs.org.uk](http://www.fscs.org.uk)

#### DATA PROTECTION

Information about **your** policy may be shared between Millstream Underwriting Ltd and Elvia Travel Insurance International N.V. (Netherlands) for underwriting purposes.

**You** should understand that the sensitive health and other information **you** provide will be used by **us**, **our** representative, other insurers and industry governing bodies and regulators to process **your** insurance, handle claims and prevent fraud. This may involve transferring information to other countries (some of which may have limited or no data protection laws). **We** have taken steps to ensure **your** information will not be shared with third parties for marketing purposes. **You** have the right to access **your** personal records.