

Policy Wording

Trinity Travel Insurance for Adventurous Training, Sports, Competitive Snow & Ice Sports

SIGNIFICANT FEATURES & BENEFITS

The following is only a summary of the main cover limits. **You** should refer to the **policy** and **schedule** for the full terms and conditions.

Part	Section	Sum Insured - cover (up to) per person	Excess
1.	A. Medical & Emergency Expenses	£10,000,000	£95
1.	B. Personal Accident	£5,000	Nil
1.	C. Personal Liability/Legal Defence Costs	£2,000,000/£25,000	Nil
2.	D. Cancellation & Curtailment, Missed Departure	£5,000/£500	£75
2.	E. Delayed Departure (including Hijack)	£3,000	£75
3.	F. Personal Baggage	£1,500	£75
3.	G. Personal Money	£1,000 (cash limit £250)	£75
4.	H. Group Owned/Loan Store Kit & Equipment	£20,000/£20,000	£75
5.	I. Group Money/Cash in Lieu of Rations (CILOR)	£20,000	£75

CONTENTS

	Page
Introduction	4-5
Privacy Notice	5-6
Claims Notifications	6
Claims Conditions	6
Definitions	6-8
Covered Activities	9
Part 1 – Medical & Emergency Expenses, Personal Accident/Personal Liability & Defence Costs	9-11
Part 2 – Cancellation & Curtailment, Missed Departure & Delayed Departure (including Hijack)	11-12
Part 3 – Personal Baggage and Personal Money	13
Part 4 - Group Owned/Loan Store Kit & Equipment	13-14
Part 5 - Group Money/Cash In Lieu of Rations (CILOR)	14
General Exclusions	14-16
General Conditions	16-17
Our Service to You:	
- Complaints	17-18
- Financial Services Compensation Scheme	18

MEDICAL ASSISTANCE (24 HOUR) HELPLINE

If an **insured person** suffers illness or injury which requires hospitalisation whilst on a **covered trip** the **insured person** must ring the telephone number provided below, which is also shown in the **schedule**, before seeking treatment.

In the event of a medical emergency contact Healix

Telephone +44 (0) 208 608 4254
Email: PJHaymanSompo@healix.com

For all other claims please see page 6 – Claims Notification

INTRODUCTION

Important Information

This is a Trinity Travel Insurance **policy** issued by Coverholder, Trinity Insurance Services Limited under a binding authority number B6151PJHTRIN2023 and operated by the **scheme administrator** under a master binding authority B6151PJH2023. Trinity Insurance Services Limited is authorised and regulated by the Financial Conduct Authority (FCA) with FCA number: 307068, and a member of the Services Investment and Insurance Advisory Panel (SIIAP.) Registered in England and Wales and Registered address: Appledram Barns, Birdham Road, Chichester, West Sussex, PO20 7EQ. Registration number: 03904541

This **policy** is underwritten by Endurance Worldwide Insurance Limited, a wholly owned subsidiary of Sompco International Holdings Ltd., registered in England and Wales, Registration Number 04413524, home state, United Kingdom. Registered Office: 2 Minister Court, 1st Floor, Mincing Lane, London, EC3R 7BB. Endurance Worldwide Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulatory Authority under registration number 219654. This can be found on the Financial Services Register at www.fca.org.uk

This document, the **schedule** and any **endorsements** attached form **your policy**. This document sets out the conditions of the insurance between **you** and **your insurer**. Please read this **policy** carefully. If the coverage or benefits provided do not meet **your** requirements or **you** do not comply with the conditions set out in this section, please contact **your** intermediary or broker within the 14 day cooling-off period (see 'Right to Cancel this Policy' below).

It is important that:

- **you** check that the sections of cover that **you** have requested are included in the **schedule**
- **you** check that the information **you** have given **us** is accurate – please see the 'Information that You Provide to Us' further below
- **you** notify **your** intermediary or broker as soon as practicable of any inaccuracies in the information that **you** have provided to **us**
- **you** comply with **your** duties under each section of cover for which **you** are insured, and under the terms and conditions of this **policy** as a whole

It is very important that **you** read the whole of this Policy Wording before **you** travel and make sure **you** understand exactly what is and is not covered and what to do if **you** need to claim. If **you** have any queries, please contact the Coverholder on: **01243 817 777**.

This is not a private medical insurance. If **you** need any emergency medical treatment or emergency travel assistance whilst abroad, **you** must contact the 24 hour emergency assistance company, Healix on **+44 (0) 208 608 4254**. Not contacting Healix, or not following their instructions, could affect **your** claim. Full details about how to make a claim are shown in the 'Claims Notifications' and 'Claims Conditions' sections.

Information that You Provide to Us

Information **you** have given **us** in deciding to accept this **policy** and in setting the terms and premium, **we** have relied on the information **you** have given **us**. **You** must take care when answering any questions **we** ask by ensuring that all information provided is accurate and complete. If **we** establish that **you** deliberately or recklessly provided **us** with false or misleading information **we** will treat this **policy** as if it never existed and decline all claims. If **we** establish that **you** carelessly provided **us** with false or misleading information it could adversely affect **your policy** and any claim. For example, **we** may:

- treat this **policy** as if it had never existed and refuse to pay all claims and return the premium paid. **We** will only do this if **we** provided **you** with insurance cover which **we** would not otherwise have offered;
- amend the terms of **your** insurance. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **your** carelessness;
- reduce the amount **we** pay on a claim in the proportion the premium **you** have paid bears to the premium **we** would have charged **you**; or
- cancel **your policy** in accordance with the Right to cancel condition below.

We or **your** insurance broker will write to **you** if **we**:

- intend to treat **your policy** as if it never existed; or
- need to amend the terms of **your policy**.

If **you** become aware that information **you** have given **us** is inaccurate, **you** must inform **your** broker as soon as practicable.

Right to Cancel this Policy

You have a right to cancel this **policy** within the first 14 days from the date **you** receive **your policy** documentation and if **you** choose to do so **you** will receive a full refund of **your** premium (the cooling off period), provided **you** have not undertaken a **covered trip** or made a claim against the **policy**. To exercise **your** right to cancel **you** must contact **your** intermediary or broker.

You can also cancel this **policy** at any time after the cooling-off period by writing to **us** through **your** broker or intermediary, but no refund of premium will be given.

We can cancel this **policy** at any time by giving 30 days written notice to **you** at **your** last known address and in such an event the premium for the period after the date of the cancellation will be returned to **you** on a pro-rata basis. **We** will only do this for a valid reason. Examples of valid reasons include but are not limited to:

- non-payment of premium;
- a change in the nature or character of the risk **we** are insuring which means that **we** can no longer provide **you** with insurance cover;
- **your** non-cooperation or failure to supply any information or documentation requested by **us**;
- **you** making a fraudulent claim;
- **you** failing to provide **us** with accurate and complete information.

No return of premium will be made to **you** if any claim has been paid or is outstanding under this **policy**.

Policy Eligibility

- Unless agreed in advance by **us** this insurance is only available to members or former members of the **United Kingdom** Armed Forces resident in the **United Kingdom** or permanently posted outside the **United Kingdom** on behalf of the **United Kingdom** Armed Forces. Cover also includes persons associated with the **United Kingdom** Armed Forces, travelling under the auspices of the **United Kingdom** Armed Forces.
- At the time of taking out this insurance **you** must be aged 69 years or under.

PRIVACY NOTICE

The **insurer**, Endurance Worldwide Insurance Limited is the Data Controller and Trinity Insurance Services Ltd and **your scheme administrators** as identified in the **policy** and/or the **schedule** are each the Data Processor of the data collected about **you**. As such, **we** are responsible for the way in which this data is processed and will use personal information and, to the extent applicable, special category data given by **you**, together with other information for, amongst other things, the administration of this **policy**, the handling of claims, the provision of customer services, credit checks and to prevent and detect fraud, as described more fully below in the Sampo International General Privacy Policy. **We** are a member of the Sampo International1 group; as such, the information **you** provide may also be disclosed to **our** affiliates or parent, service providers and agents for these purposes. It may also be disclosed to the insured's insurance advisor, where appointed.

We may need to collect and process information relating to individuals who may benefit from this **policy**, which may include both personal data and special category data (such as medical history). **You** must ensure that **you** have explicit verbal or written consent from these individuals to such information being processed by **us**.

In collecting or processing personal data, including special category data, about **you** or related third parties under this **policy**, **we** shall comply with applicable data protection legislation.

We are committed to protecting **your** personal information and respecting the data protection and privacy rights **you** have under applicable law and regulations.

When **you** submit any information to **us** for the purpose of requesting information from **us** about, or obtaining, **our** products or services, **we** will use the information **you** provide, including any personal information, in its insurance business to conduct its business and perform its legal obligations, including:

- (i) verifying **your** identity;
- (ii) preventing, investigating or reporting fraud or potential fraud, money laundering, terrorism, misrepresentation, security incidents, sanctions violations or any crime, all in accordance with applicable law and regulations;
- (iii) assessing, establishing and managing claims and arranging or entering into any appropriate settlements;
- (iv) managing, reporting and auditing our business operations;
- (v) recovering debt;
- (vi) developing, improving and protecting **our** products, services, website, systems and relationships with **you**;
- (vii) carrying out research, risk management and statistical analyses;
- (viii) establishing, exercising or defending legal claims; and
- (ix) meeting regulatory and compliance requirements.

We will ensure that **your** personal data is processed in a manner consistent with the purposes set above. **We** will retain **your** personal data for as long as it is necessary for the purposes mentioned above or as long as required by law.

To the extent applicable, **we** may also use **your** contact details (including email address(es)) to send **you** information about related products and services or other products and services provided by **us** or one of **our** group companies.

We may share **your** information for the purposes outlined above with:

- (i) **our** group companies;
- (ii) brokers, other insurers and underwriters;
- (iii) healthcare professionals;
- (iv) law enforcement authorities;
- (v) other government authorities;
- (vi) fraud prevention agencies; and
- (vii) third parties involved in any aspect of claims management including surveyors, loss adjusters, claims agents, solicitors and private investigators;
- (viii) parties that may have a financial interest in the insurance **policy** or claim;
- (ix) other service providers that may process **your** personal information on **our** behalf (for example, IT service providers that host or support **our** business and may have data that includes **your** personal information); and
- (x) others with **your** consent or in accordance with applicable law and regulations.

If you have provided information about another person, in doing so you confirm that you have such person's consent to provide the personal information to us, that you have told such person that you have provided the information to us and how we will use the personal information as described in this notice.

To the extent **you** have provided **your** consent, and **your** consent provides the basis for **our** use of the information, **you** may withdraw **your** consent at any time by contacting **us** as described below.

More details about how **we** use **your** personal information may be found:

in the Sampo International General Privacy Policy, available on **our** website at: <https://www.sampo-intl.com/privacy-policies/> and the PJ Hayman website at: www.pjhayman.com/documents/PJH_Privacy_policy.pdf

The website also provides additional information about **your** data protection rights, how **you** may access and update **your** personal information and other choices **you** have about how **we** use **your** personal information (including how to object to processing or withdrawing **your** consent at any time).

If **you** have any questions regarding this notice, please contact **us** at:

Attn: Chief Compliance Officer Sampo International
Post: 1221 Avenue of the Americas, New York City, NY 10020
Email: Privacy@sampo-intl.com

For Trinity Insurance Services Ltd
Post: Metro House, Northgate, Chichester, West Sussex, United Kingdom, PO19 1BJ
Email: Data.Protection@talkotrinity.com

For PJ Hayman & Company Ltd:
Post: Compliance Manager, PJ Hayman & Company Limited, Stansted House, Rowlands Castle, Hampshire PO9 6DX
Email: Customerservices@pjhayman.com
Phone: +44 (0) 2392 419 833

CLAIMS NOTIFICATIONS

For non-medical emergency assistance claims, all claims and correspondence relating to this insurance should be addressed to:
Travel Claims Department, PJ Hayman & Company Ltd, Stansted House, Rowlands Castle, Hampshire PO9 6DX
Email: **claims@pjhayman.com**
Telephone: **02392 419 879**

CLAIMS CONDITIONS

1. Submission of Claim

Written notice of any claim shall be given to Healix without delay but in any event within 30 days after the event giving rise to **your** claim. Such notice shall include full details of the claim, **your policy** number and appropriate supporting evidence.

2. Evidence

All certificates, information and evidence to support a claim shall be provided at the expense of the **insured person** (or his/her legal personal representative(s)) and shall be in a form as required by **us**. The **insured person** shall as often as reasonably required submit to medical examination at **our** expense. The **insured person** shall co-operate fully at their own expense with any investigations or steps **we** undertake in relation to a claim.

3. Fraudulent Claim

Subject to the provisions of applicable legislation:

1. If **you** or anyone on **your** behalf makes a fraudulent claim under this **policy**, **we**:
 - a) are not liable to pay the claim; and
 - b) may recover from **you** any sums **we** have paid to **you** in respect of the claim; and
 - c) may by notice to **you** treat the **policy** as having been terminated with effect from the time of the fraudulent act.
2. If **we** exercise **our** right under condition 1.c) above:
 - a) **we** shall not be liable to **you** in respect of a any claim occurring after the time of the fraudulent act; and
 - b) **we** need not return any of the premiums paid.

The exercise of any of the rights under section 3. 1. a) and b) above in respect of one or more **insured person(s)** shall not affect the cover provided under the **policy** for any other **insured person**.

DEFINITIONS

Wherever words or phrases appear in the **policy** in '**bold type**' they have the meaning shown below. Some sections of the **policy** contain additional definitions which are specific to and set out in those sections.

Bodily injury

An identifiable physical injury caused by sudden, unexpected, external and visible means. Injury as a result of **your** unavoidable exposure to the elements shall be deemed to have been caused by bodily injury.

Computer system

Any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the **insured person/you** or any other party.

Country of posting

Any country where **you** are a resident on permanent posting as a member of the **United Kingdom** Armed Forces.

Covered activity

A 'level 1 activity' listed in the 'Covered Activities' section which **we** automatically provide cover for (subject to the terms of the **policy**); 'level 2 activity', 'level 3 activity', or 'level 4 activity' listed in the 'Covered Activities' section which **we** have agreed to cover **you** for (subject to the terms of the **policy** and additional premium being paid) and as shown on **your schedule**.

Covered trip

A holiday which may also include a business trip not involving any manual work which commences and ends in the **United Kingdom** or **country of posting**.

Apart from the exception below, cover commences during the **period of insurance** when **you** leave **your** home or place of work whichever occurs last and ends when **you** return to **your** home or place of work or on the date of expiry of the **period of insurance** shown on the **schedule** whichever occurs first.

Cover under Part 2 'Cancellation & Curtailment, Missed Departure & Delayed Departure (including hijack)' commences in respect of a single trip at the time **you** book the trip or this **policy** is issued and the premium paid, whichever is the later.

If **you** have an Annual **policy** cover under Part 2 commences at the time **you** book the trip during the **period of insurance**.

Single Trip - the maximum trip duration is 6 months.

Annual cover - **you** may take any number of trips during the **period of insurance** but the maximum duration for any one trip should not exceed 31 days, unless agreed by **us**.

Cyber act

An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **computer system**.

Cyber incident

Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **computer system** or any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **computer system**.

Excess

The first amount of a claim to be paid by **you** as shown in the **schedule**.

Excluded activity(ies)

Any activity which is not listed in the 'Covered Activities' section.

Endorsement(s)

A written alteration to the **policy**.

Geographical limits

Europe:

United Kingdom, the Continent of Europe - west of the Ural Mountains, any other country or island with a Mediterranean coastline, the Azores, Canary Islands, Republic of Ireland and Madeira.

Worldwide:

Anywhere in the world *excluding* Afghanistan, Central African Republic, Chechnya, Democratic Republic of Congo, Iran, Iraq, Israel (West Bank & Gaza Strip only), Libya, Nigeria, North Korea, Somalia, South Sudan, Sudan, Syria and Yemen.

Hijack

The unlawful seizure or wrongful exercise of control of the aircraft or other conveyance of the crew thereof in which **you** are travelling as a passenger.

Jewellery and valuables

Items of gold, silver or other precious metals, watches, jewellery and semi-precious or precious stones, furs, curios, works of art, cameras and other photographic equipment, television and video equipment, mobile phones, telescopes, binoculars, computer equipment, games consoles and equipment, radios, cassette and compact disc players, personal audio equipment, laptops, computer tablets, personal organisers and electronic navigation equipment.

Loss of limb

In respect of an upper limb, permanent loss by physical separation or complete loss of use of that limb at or above the wrist.

In respect of a lower limb, permanent loss by physical separation or complete loss of use of that limb at or above the ankle.

Loss of sight

Shall be considered as having occurred:

- in both eyes, if **your** name is added to the Register of Blind Persons on the authority of a registered qualified ophthalmic specialist and is without hope of improvement in the opinion of a registered qualified ophthalmic specialist; or
- in one eye, if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale and is without hope of improvement in the opinion of a registered qualified ophthalmic specialist, and
- the registered qualified ophthalmic specialist is not:
 - **you**; or
 - a **relative**, or
 - **your** employee; or
 - any person with whom **you** have a contract for services.

Medical practitioner

A registered practising member of the medical profession, recognised by the law of the country where they are practising and who is not related to **you** or any person with whom **you** are travelling.

Period of insurance

The dates shown in the **schedule**. The period of insurance in respect of each **policyholder** is automatically extended without additional premium if necessitated by delay outside his/her control.

Permanent total disablement

Disablement which entirely prevents **you** from engaging in any occupation for which **you** are suited by education, training or experience for a period of twelve (12) consecutive months and at the end of that period being without prospect of improvement in the opinion of a suitably qualified **medical practitioner** and which is caused solely and independently by an accident or injury during the **covered trip** (and does not result from **loss of sight** or **loss of limb** as defined in section B of Part 1).

Policy

Is policy wording document, together with **your schedule** and any **endorsement(s)** which together forms **your** Single Trip or Annual **policy** and sets out the terms of the contract of insurance between **you** and **us**.

Relative

Your partner and **you** or **your** partner's parents, brother, sister, son, daughter, adopted or fostered children, grandparent, grandchild, step parent, step child, step brother or step sister.

Schedule

The document forming part of the **policy** which specifies details including the name of the **policyholder(s)**, the type of cover **you** have chosen, the **period of insurance** and any **endorsements** applying to the **policy**.

Scheme administrators

PJ Hayman & Company Limited, Stansted House, Rowlands Castle, Hampshire PO9 6DX.

Terrorism

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 or governments, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

United Kingdom

England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

Utilisation of biological weapons of mass destruction

The emission, discharge, dispersal, release or escape of any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesised toxins) which are capable of causing incapacitating disablement or death amongst people or animals.

Utilisation of chemical weapons of mass destruction

The emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical compound which, when suitably distributed, is capable of causing incapacitating disablement or death amongst people or animals.

Utilisation of nuclear weapons of mass destruction

The use of any explosive nuclear weapon or device or the emission, discharge, dispersal, release or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement or death amongst people or animals.

War

Any activity arising out of or attempt to participate in the use of military force between nations and will include:

- hostilities or warlike operations (whether war be declared or not)
- invasion, civil war, rebellion, insurrection, revolution
- act of an enemy foreign to **your** nationality or the country in, or over, which the act occurs
- civil commotion assuming the proportions of, or amounting to, an uprising
- overthrow of the legally constituted government
- military or usurped power
- explosions of war weapons
- murder or assault subsequently proved beyond reasonable doubt to have been the act of agents of a state foreign to **your** nationality whether war be declared with that state or not.

We/Us/Our/Insurer

Endurance Worldwide Insurance Limited.

You/Your/Policyholder/Insured Person

The person or persons as specified in the **schedule**.

COVERED ACTIVITIES

Participation in the following 'Level 1' activities is covered (subject to the terms of this **policy**) at no additional premium and without the need for prior declaration to **us** of **your** intended participation in that particular activity.

Participation in 'Level 2', 'Level 3' and 'Level 4' activities is covered (subject to the terms of this **policy**) only if notified to **us** prior to commencement of the **covered trip** and **we** have agreed to cover that activity as shown on **your schedule** and any appropriate additional premium has been paid.

Level 1

Abseiling, Angling, Archery, Badminton, Band Tours, Battlefield Tours, Basketball, Boating, Canoeing, Cricket, Cycling, Dog Sledding, Fencing, Football, Golf, Gymnastics, Hill Walking, Kabaddi, Kayaking, Klettersteig (grades A & B), Lacrosse, Modern Pentathlon, Mountain Biking, Netball, Orienteering, Pony Trekking, Rafting, Rock Climbing (top-rope/abseil), Rounders, Rowing, Sailing (within 12 mile limit of coastline), Squash, Scuba Diving (up to 30m), Surfing, Swimming, Table Tennis, Tennis, Ten-Pin Bowling, Trekking (up to 3,500m), Tug of War, Via Ferrata (grades 1 & 2), Volleyball, Water Polo, Water Skiing/Wakeboarding, White Water Rafting (up to grade 3), Windsurfing.

Level 2

Caving, Hockey, Ice Skating, Judo, Klettersteig (grade C), Martial Arts, Mountaineering (grades F & PD and below 3,999m), Paddle Boarding, Recreational Skiing (Alpine, Dry Slope, Glacier, Nordic, Snowboarding, Telemark, Dry Slope and Ski Touring), Rock Climbing (single pitch), Rugby League, Rugby Union, Ski Bobbing, Ski Doo, Scuba Diving (up to 40m), Tobogganing, Trekking (up to 5,500m), Triathlon, Via Ferrata (grade 3), White Water Rafting (grades 4 & 5), Weightlifting.

Level 3

Canyoning, Equestrian, Gliding, Hang Gliding/Paragliding, Horse Riding (excluding jumping and competing), Ice Hockey, Klettersteig (grades D & E), Recreational Ice Sports (Bobsleigh, Cresta, Luge, Skeleton), Rock Climbing (multi-pitch), Trekking (up to 7000m), Via Ferrata (grades 4 & 5), White Water Rafting (grade 6).

Level 4

Competitive Skiing (Alpine, Dry Slope, Glacier, Nordic, Snowboarding, Telemark and Ski Touring) and Ice Sports (Bobsleigh, Cresta, Luge, Skeleton), Mountaineering (grades F, PD, AD & D and above 4000m to 7000m), Parachuting/Sky Diving (Europe only).

Where cover includes skiing, cover is provided when being undertaken off-piste provided such activity is not undertaken alone and/or against local authoritative warning or advice.

PART 1 – Medical & Emergency Expenses, Personal Accident and Personal Liability / Legal Defence Costs

Section A – Medical & Emergency Expenses

Subject to the terms of this **policy we** will reimburse an **insured person** up to the Sum Insured in respect of medical and emergency expenses (including emergency dental treatment for the relief of pain only limited to GBP400) incurred outside the **United Kingdom** or **country of posting** and as a result of an **insured person** falling ill or sustaining accidental **bodily injury** as a result of a **covered activity** happening during the **covered trip** up to the Sum Insured stated in the **schedule**. Such medical and emergency expenses shall be limited to the necessary and reasonable costs for or associated with:

- i) evacuating the **insured person** from the scene of the incident (including helicopter evacuation)
- ii) hospital and doctor's fees
- iii) repatriating the **insured person** to the **United Kingdom** or **country of posting**
- iv) an **insured person's** additional accommodation and travel expenses and those of any one person who is required on medical advice to travel to and remain with or escort an **insured person** claiming under this section (such expenses being included within the **policy** Sum Insured)
- v) the outward and return journey of the next of kin to a sick or injured **insured person** whilst that **insured person** is in hospital
- vi) transportation to hospital in the **United Kingdom** or **country of posting** when required on the repatriation of an **insured person**

In addition, subject to the terms of this **policy, we** will pay for overseas funeral expenses or transport of **your** body or ashes to the **United Kingdom** or **country of posting** in the event of **your** death from an accident, **bodily injury** or sickness as a result of a **covered activity** or **hijack** during the **covered trip**.

Extension of Cover (applicable to Single Trip policies only)

Section A is extended to cover reasonable and necessary medical and emergency expenses (limited to the types of expenses listed i) - iv) above) incurred in the **United Kingdom** or **country of posting** as a result of an **insured person** falling ill or sustaining accidental **bodily injury** during an Armed Forces adventurous training or winter sports exercise within the **United Kingdom** or **country of posting**.

Exclusions applying to Section A

We shall not be liable for expenses or payment:

- a) arising from any pre-existing defect, infirmity or condition for which an **insured person** has received medical treatment, advice or consultation at the time of effecting this **policy** or at the commencement of the **covered trip**, whichever is the later;
- b) incurred in the **United Kingdom** or **country of posting** (other than as provided under the 'Extension of Cover' above or to the extent provided for in items iv) to vi) above) including as a continuation of treatment already received outside the **United Kingdom** or **country of posting** on a **covered trip**;
- c) incurred more than 12 calendar months after completion of the **covered trip**;
- d) in respect of accidents arising from the use of motorcycles over 125cc;

- e) in respect of accidents arising out of the use of any motorcycles up to 125cc where the rider did not have a licence which is valid in (but does not have to be issued in) the region where the accident occurred;
- f) resulting from injury caused by the failure to observe all safety instructions and wear all necessary and required safety equipment;
- g) resulting from **you** drinking too much alcohol or alcohol abuse where it is reasonably foreseeable that such consumption could result in an impairment of **your** faculties and/or judgment resulting in a claim. **We** do not expect **you** to avoid alcohol on **your covered trips** or holidays but **we** will not cover any claims arising because **you** have drunk so much alcohol that **your** judgment is seriously affected and **you** need to make a claim as a result;
- h) incurred in replenishing supplies of medication which were prescribed and supplied to an **insured person** prior to the commencement of the **covered trip**;
- i) arising directly or indirectly out of an **excluded activity**;
- j) for any dental work involving the use of precious metals;
- k) for any dental work or treatment which could wait until **your** return to the **United Kingdom** or **country of posting**.

What to do in the case of a medical emergency

In the event of an **insured person** suffering serious injury or illness which may lead to hospital treatment as an in-patient or emergency repatriation or evacuation, or in the event of death of an **insured person**, please contact:

EMERGENCY MEDICAL ASSISTANCE

Telephone +44 (0) 208 608 4254 or Email: PJHaymanSompo@healix.com

As an additional benefit to purchasing this **policy**, **you** shall have access to Healix's 24-hour worldwide medical emergency service in the event of a serious medical emergency.

Condition applicable to section A

In the event of an incident which might give rise to a claim under this section **you** must, unless practicably or medically unreasonable or impossible or if it would place **your** health, safety, or life at risk, first contact the Healix emergency medical assistance service before taking any steps which might result in a claim being made under this **policy**. Healix will in consultation with medical and other advisers decide on the most appropriate course of action in the circumstances. Non-compliance with this condition may result in **us** refusing **your** claim. This paragraph should not be interpreted as meaning that **we** have any medical power of attorney or like authority over an **insured person**.

Healix's experienced insurance and medical staff will deal with **your** enquiry and, where **your** claim is covered under section A of this **policy** ensure prompt payment for the claim, co-ordinate with **your** treating doctor and hospital staff as to **your** medical care, and generally assist with making any necessary arrangements in relation to steps outlined in items i) to vi).

Section B – Personal Accident

Benefits

We shall pay up to the Sum Insured as stated in the **schedule** if in the course of the **covered trip** and during a **covered activity**, **you** sustain **bodily injury** by accidental, visible and violent means which solely and independently of any other cause results in **you** suffering within 12 calendar months of the date of the accident:

- i) Death;
- ii) **Loss of sight**(in one or both eyes);
- iii) **Loss of limb** (loss of one or more limbs);
- iv) **Loss of sight** (in one or both eyes) and **loss of limb** (one or more limbs);
- v) **Permanent total disablement**.

Limitations

- a) if **you** are aged 15 years or below at the date of the accident, the death benefit is limited to GBP 2,500.
- b) a benefit shall not be paid in respect of any one **insured person** under more than one of items i) to v) above for each occurrence. If more than one of items i) to v) above arise from the same occurrence the benefit with the highest amount shall be paid.

Exclusions applying to Section B

This section does not provide any cover in respect of items i) to v) above or for any other death, disablement or injury in any way caused or contributed to, by or resulting from:

- a) medication, drugs or toxic substance abuse or overdose or **your** deliberate non-compliance with prescribed medical therapy or treatment: alcohol abuse, alcoholism or an accident while being impaired by drugs or alcohol;
- b) arising directly or indirectly out of **your** participation in an **excluded activity**.

Presumed death in the event of disappearance

For the purposes of this section **we** will presume that **you** have died if **your** body is not found within twelve (12) months after **your** disappearance.

If after **we** have made a payment to **your** estate in respect of **your** death, **you** are found to be living, **you** shall reimburse **us** in full for all monies paid to **your** estate in respect of **your** death.

Section C – Personal Liability/Legal Defence Costs

Subject to the terms of this **policy we** will provide cover up to the Sum Insured stated in the **schedule** against all sums for which the **insured person** may become liable to pay in respect of:

- i) accidental **bodily injury** to or death, illness or disease as a result of a **covered activity** during a **covered trip** of any person other than an **insured person** or any person engaged in the service of the **insured person**.
- ii) accidental loss of or damage as a result of a **covered activity** during a **covered trip** to property not belonging to or in the charge or under the control of an **insured person** or any person engaged in the service of the **insured person** anywhere in the world.

In the event of the death of the **insured person we** will indemnify the personal legal representatives in respect of such liability incurred by the deceased person.

The maximum amount payable hereunder in respect of legal liability for any one accident or series of accidents constituting one occurrence shall not exceed in the aggregate the Sum Insured inclusive of:

- a) legal costs and expenses incurred by the **insured person** (or their personal legal representatives) with **our** written consent (which shall not exceed GBP25,000).
- b) legal costs and expenses recoverable from the **insured person** (or their personal legal representatives) by any claimant.

Exclusions applying to Section C

We will not be liable for any claim arising from:

A. **bodily injury** to:

- a) any of **your relatives**;
- b) any person who is under a contract of service with **you** and which arises out of and in the course of their employment with **you**;

B. **bodily injury** to or damage to the property of any person(s) with whom **you** are travelling, irrespective of whether such person(s) is covered under this **policy** or not;

C. loss or damage to property belonging to **you** or in **your** custody or control or the custody or control of any of **your relatives** or **your** servant or agent;

D. the ownership, co-ownership, possession or use by **you** of any land or buildings;

E. the ownership, co-ownership, possession, use or whilst under **your** control of any firearms or any mechanically propelled vehicle (other than golf buggies), aircraft, hovercraft, or watercraft (other than manually propelled watercraft);

F. liability which **you** are responsible for because of an agreement that **you** entered into or arising out of **your** employment;

G. the practice of a profession, or **your** occupation, or the supply of goods and services by **you** including where operating as a guide, instructor or activity leader either in a full or part time basis;

H. loss or damage occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds;

I. any claim for legal costs or expenses where those costs/expenses have been incurred without **our** prior written consent;

PART 2 – Cancellation & Curtailment, Missed Departure & Delayed Departure (including hijack)

Definitions for Section D & E

Cancel/Cancelled/Cancellation shall mean abandonment of the whole of a **covered trip** prior to travel.

Curtailment/Curtailed shall mean abandonment of part of a **covered trip** by early return to the **United Kingdom** or **country of posting**.

Section D – Cancellation & Curtailment, Missed Departure

Cover

Subject to the terms of this **policy** this section will reimburse the **insured person** (or his/her legal personal representative(s)) with deposits or other amounts already paid (if not recoverable) and any other amounts for which the **insured person** is legally responsible up to the Sum Insured stated in the **schedule** if the **covered trip** is cancelled or a proportionate sum in the event of **curtailment** of the **covered trip** plus necessary and reasonable additional accommodation and travel expenses incurred due to any of the following circumstances:

- A. i) death of an **insured person** or the person(s) with whom the **insured person** is travelling ;
 - ii) disablement of an **insured person** or the person(s) with whom the **insured person** is travelling (by accidental **bodily injury** or sickness);
 - iii) compulsory quarantine of an **insured person** or the person(s) with whom the **insured person** is travelling;
 - iv) death of any **relative** or close business associate of an **insured person**; or
 - v) disablement (by accidental **bodily injury** or sickness) of any **relative** or close business associate of an **insured person**;
- B. The cancellation of scheduled or chartered transport services on which the **insured person** is due to travel (including connecting publicly licensed transportation) caused by accident, strike, industrial action, **hijack**, criminal act, bomb scare, riot, civil commotion, fire, flood, earthquake, landslide, avalanche, adverse weather conditions or mechanical breakdown, provided that the event giving rise to such cancellation occurs, or is only announced, after this **policy** is effected or the **covered trip** is booked, whichever the later.
- C. The **insured person** having to attend court due to jury service or witness summons first received after this **policy** is effected or the **covered trip** is booked, whichever the later.
- D. Termination of an **insured person's** employment due to redundancy from the Armed Forces (qualifying for statutory payment) providing such redundancy was not reasonably anticipated by the **insured person** at the time of applying for this **policy**.
- E. Travel being prevented by Government restriction following an epidemic first officially announced after this **policy** is effected or the **covered trip** is booked, whichever the later.
- F. Emergency duty as a member of the Armed Forces.

- G. The withdrawal of leave for members of the Armed Forces or employees of a Government Department provided that such **cancellation** or **curtailment** could not reasonably have been expected at the time of applying for this **policy**.
- H. Fire, storm, flood, subsidence or malicious damage to the **insured person's** residence reasonably requiring the **insured person's** return to the **United Kingdom** or **country of posting**.
- I. Police requiring the presence of an **insured person** following burglary at the **insured person's** home or place of business.
- J. If the Ministry of Defence withdraws the aircraft in which **you** were booked to travel less than seven days before the pre-booked departure date (limited to additional travel expenses up to a maximum of GBP1,000).
- K. **Your covered trip** being **cancelled** or **curtailed** before completion as a result of the Travel Advice Unit of the Foreign, Commonwealth & Development Office (FCDO) or the World Health Organization (WHO) or regulatory authority in a country to/from which **you** are travelling issuing a directive:
 - a) prohibiting all travel to; or
 - b) recommending evacuation from the country or specific area or event to which **you** were travelling, providing the directive came into force after **you** purchased this insurance or booked the **covered trip** (whichever is the later), or in the case of **curtailment** after **you** had left the **United Kingdom** or **country of posting** to commence the **covered trip**.

In respect of the above circumstances

1. Sub-clauses A. to K. must occur after the acceptance of the application for this **policy** and the payment of the premium.
2. A. must be certified by a qualified registered **medical practitioner** or in the event of a claim relating to death if the body cannot be found **we** will presume death if the body is not found within twelve (12) months after the person's disappearance.

If after **we** have made a payment under this section in respect of death, the person is found to be living, **you** shall reimburse **us** in full for all monies paid in respect of that part of the claim.

Missed Departure

This section also covers reasonable additional travel and accommodation expenses up to a maximum of GBP500 incurred in meeting pre-booked overseas travel arrangements or reaching pre-booked accommodation overseas if at the start of the **covered trip** **you** miss **your** pre-booked international flight, rail journey or voyage from the **United Kingdom** or **country of posting** due to any of the reasons listed in cover B. of section D. (above) which directly affects the progress of the conveyance in which **you** are travelling to the pre-arranged **United Kingdom** or **country of posting** departure point.

Extension to Cover

This section also covers reasonable travel and accommodation expenses up to a maximum of GBP250 if during a **covered trip** **you** are required to remain at **your** booked accommodation to assist in a Defence Accident Investigation Branch (DAIB) enquiry. **We** will make payment under this section even if the additional travel or accommodation is utilised or its cost is incurred outside of the **period of insurance**.

Section E – Delayed Departure (including hijack)

In the event that transport services on which the **insured person** has previously booked to travel are delayed during the **period of insurance** due to the reasons listed in section D cover B, **we** shall indemnify **you** as follows:

- i) In respect of the outward journey at commencement of a **covered trip**:
 - a) up to the Sum Insured stated in the **schedule** for irrecoverable loss of travel and accommodation expenses paid or due to be paid should the **insured person** opt to **cancel** a **covered trip** following a delay of 24 hours or more, less any amounts recoverable.
 - b) GBP20 for the first completed 12 hour period of delay and GBP40 for each subsequent 12 hour period, up to a maximum of GBP180 in all.
- ii) In respect of all subsequent journeys during a **covered trip**, GBP20 for each completed 12 hour period of delay, up to a maximum of GBP180 in all.

Conditions & Limitations

You must submit to **us** written confirmation from the travel carriers or their agents of the actual date and time of departure and the reasons for delay before a claim will be considered under this section. Claims under this section shall be calculated from the time of scheduled departure of the conveyance on which an **insured person** was booked to travel, as specified in the booking confirmation.

Extension of Cover

Hijack

In the event of **hijack** during a **covered trip** and **you** being detained as a result for a period in excess of 24 hours, **we** will pay the sum of GBP50 to **you** for each period of 24 hours of detention up to a maximum of 21 days. Under this extension, provided the **hijack** and detention occur during the **period of insurance**, **we** will make or continue to make payment to **you** notwithstanding expiry of the **period of insurance** or that **you** may have been involuntarily taken outside of the **geographical limits**.

Exclusions applying to Sections D & E

We shall not be liable for claims resulting from:

- A. Any **covered trip** booked when **you** are aware that **you** or **your** unit may be deployed between the date the **covered trip** was booked and the last day of the **covered trip**.
- B. Any condition or set of circumstances known to **you** at the time the insurance was effected or at the time a **covered trip** was booked, whichever is the later, where such condition or set of circumstances could reasonably have been expected to give rise to **cancellation** or **curtailment** of a **covered trip**.
- C. Lack of reasonable care over means of travel, route or departure time.
- D. Disinclination to travel.
- E. Any loss, damage, liability, cost or expense arising directly or indirectly out of a **cyber act** or **cyber incident**.

PART 3 – Personal Baggage and Personal Money

Section F – Personal Baggage

Subject to the terms of this **policy we** will reimburse **you** up to the Sum Insured in respect of:

- A. loss of or damage to personal baggage (including personal effects) by accident or misfortune during a **covered trip**.
- B. temporary loss due to delay in delivery of baggage to the **insured person** for at least 18 hours from the time of arrival at destination (maximum payment GBP100 for emergency purchase of essential items).

Under item A of this section **we** will not pay more than:

- i. the Sum Insured stated in the **schedule** for any one **insured person**;
- ii. GBP300 for any single item;
- iii. GBP1,000 for **jewellery & valuables** for any one **insured person**;
- iv. GBP250 in total for all skis and sports equipment

Exclusions applying to Section F

We shall not be liable for claims resulting from:

- A. loss or damage caused by the process of cleaning, repairing or restoring any article, wear and tear, the action of light or atmospheric conditions, moths or any other gradually operating cause.
- B. mechanical or electrical breakdown or derangement.
- C. loss of or damage to stamps, documents or contact or corneal lenses.
- D. money held other than for social or domestic use.
- E. depreciation in value of money or shortages due to error or omission.
- F. loss of or damage to skis and sports equipment
 - i. caused whilst in use; or
 - ii. more than 5 years old or where **you** cannot prove the age; or
 - iii. loaned to **you** by the Armed Forces or any other third party individual, charity or organisation.
- G. theft from unattended road vehicles other than from a locked luggage boot, concealed luggage compartment or glove compartment following forcible and violent entry to a securely locked vehicle.
- H. shipments made under a Bill of Lading.

Section G – Personal Money

Subject to the terms of this **policy we** will reimburse **you** up to the Sum Insured in respect of loss of **personal money** occurring during a **covered trip** up to the limits stated below. This shall include the value of the lost item of **personal money** and the cost of replacing the lost item of **personal money**.

Personal money shall be defined as including cash, bank or currency notes, cheques, postal orders, travellers cheques, travel tickets, passports, driving licences, green cards and petrol coupons, used for social, domestic and charitable purposes.

We will not pay more than the Sum Insured stated in the **schedule** for each **insured person**. Cash limit GBP250 for each **insured person**.

Exclusions applying to Section G

We shall not be liable for claims resulting from:

- A. shortages due to error or omission.
- B. depreciation in value.
- C. losses not reported to the Police within 24 hours of discovery.
- D. any loss in respect of cheques not reported to the issuing bank or authority as soon as the bankers or authority's office hours allow.
- E. losses insured by any other policy or policies except in respect of any excess beyond the amount which would have been payable under such other policy or policies if this **policy** had not existed.

PART 4 – Group Owned/Loan Store Kit & Equipment

Section H – Group Owned/Loan Store Kit & Equipment

Subject to the terms of this **policy we** will pay up to the Sum Insured stated in the **schedule** for loss or damage during a **covered trip** to property belonging to **your** unit, unless insured elsewhere, or property for which **you** are responsible for loss or damage that belongs to loan stores such as DSDA Loan Store, Bicester.

For those trips where an **insured person** is undertaking winter sports, this section includes:

- (i) Skis & associated kit;
- (ii) Snowboards & associated kit; and
- (iii) Biathlon rifles & ancillary items.

Exclusions applying to Section H

We shall not be liable for claims resulting from:

- A. Losses which are not reported to the Police or appropriate authorities within 24 hours of discovery or as soon as is reasonably practicable, and where a Police or Property Irregularity Report (PIR) is not obtained.
- B. Confiscation, requisition, detention, destruction or damage by customs authorities or such official.
- C. Loss or damage to sports and scuba diving equipment (not including biathlon rifles and ancillary items)
 - a. whilst in use; or
 - b. due to mechanical breakdown or anything that happens gradually.
- D. Loss or damage to biathlon rifles and ancillary items due to mechanical breakdown or anything that happens gradually.
- E. Abandonment, unless the abandonment is a result of an attempt to save human life.

In respect of the above the following limits of cover shall apply:

- Biathlon Rifles and ancillary items shall be covered up to a maximum of:
 - GBP2,500 per rifle
 - GBP500 per rifle for ancillary items
 - GBP25,000 in respect of all rifles and ancillary items
- Skis, snowboards and associated kit shall be covered only up to a maximum of:
 - GBP1,000 for any one **insured person**
 - GBP600 any one of set of skis
 - GBP25,000 in respect of all skis, snowboards and associated kit

PART 5 – Group Money/Cash In Lieu Of Rations (CILOR)

Section I – Group Money/Cash In Lieu of Rations (CILOR)

In this section, **group money** means cash and cash-equivalent payment cards provided by the unit for the use of **insured persons** as cash in lieu of rations (CILOR).

Cover is only provided by this section to the extent **you** are held responsible for the **group money** and any loss or damage to **group money** cannot be recovered from any other source.

This section will pay **you** up to the Sum Insured stated in the **schedule** for the following events happening during the **covered trip**:

- i. loss of **group money**, which an **insured person** is responsible for in connection with the **covered trip**;
- ii. loss or damage to any case, bag or waistcoat used for carrying **group money** following theft or attempted theft, up to a limit of GBP250;

Conditions applying to Section I

- i. unless **group money** is in a locked safe it must be in the personal custody of an able-bodied adult, and
- ii. no such adult will hold more than GBP5,000 (or GBP equivalent) of **group money**.

Cover under section I is extended for up to two days either side of the **covered trip** for **group money** when held at an **insured person's** normal place of residence.

Exclusions applying to Section I

We shall not be liable for claims:

- A. for losses which are not reported to the Police or appropriate authorities as soon as is reasonably practicable, and where a Police or Property Irregularity Report (PIR) is not obtained.
- B. for confiscation, requisition, detention, destruction or damage by customs authorities or such officials.
- C. for losses from luggage that is in the custody of an airline or other common carrier.
- D. for losses from unattended vehicles.
- E. for losses due to dishonesty, trick, or act of deception of an **insured person**, exchange rate movement or unexplained loss.
- F. for losses not discovered within 7 working days of the event giving rise to the loss.
- G. where there has been breach on any of conditions i. or, ii. above.

GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS

The following exclusions apply to all Sections of this **policy** unless stated otherwise.

We shall not be liable for:

- A. loss, damage, death, disablement or expenses directly or indirectly occasioned, by happening through or as a consequence of **war** or invasion by act of foreign enemy hostilities (whether **war** be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
- B. any claim arising directly or indirectly from acts of **terrorism**.
- C. any claim under Part 1 (A or B) or Part 2 (D or E) if at the time of effecting this **policy** or commencing a **covered trip you**:
 - i. are receiving inpatient treatment or awaiting such treatment in a hospital or nursing home; or
 - ii. are travelling with the intention of obtaining medical treatment or against the advice of a regulated **medical practitioner**.

- D. any claim under Part 1 (A or B) or Part 2 (D or E) if **you** have received a terminal prognosis, other than for **cancellation** of a **covered trip** under section D, provided that:
- i. the **covered trip** has not commenced but had already been booked, and also
 - ii. this **policy** had already been effected for the **covered trip** at the time the terminal prognosis was received.
- E. any claim arising directly or indirectly from **bodily injury** sustained while taking part in racing by horse, motorcar or motorcycle, motor rallies and competitions, aviation (except when travelling in aircraft solely as a passenger and cover is expressly provided by this **policy**), motorcycling over 125cc (whether as driver or passenger), professional sports, professional entertaining.
- F. any claim arising directly or indirectly from willfully self-inflicted injury, suicide or attempted suicide.
- G. any claim arising directly or indirectly from **your** exposure to any sexually transmitted disease.
- H. the **excess** shown in the **schedule**.
- I. medical expenses recoverable under any statutory, government, or reciprocal health arrangement.
- J. the cost of medical treatment in the **United Kingdom** or **country of posting** (except to the extent covered by the extension of cover in section A of Part 1).
- K. loss, consequential loss, damage, expense or liability directly or indirectly caused by or contributed to by or arising from:
- i) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
 - ii) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- L. loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
- M. any claim arising directly or indirectly from anxiety, depression, psychiatric, mental or nervous disorders, deliberate exposure to exceptional danger (except in the attempt to save human life), or **your** involvement in a criminal or felonious act.
- N. any claim arising directly or indirectly from travel to Afghanistan, Central African Republic, Chechnya, Democratic Republic of Congo, Iran, Iraq, Israel (West Bank & Gaza Strip only), Libya, Nigeria, North Korea, Somalia, South Sudan, Sudan, Syria and Yemen or any other country subject of sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, **United Kingdom**, United States of America or Australia or where the Foreign, Commonwealth & Development Office (FCDO) advise against all or all but essential travel on or before the date **you** purchased this insurance or booked the trip (whichever is the later), please refer to www.gov.uk/foreign-travel-advice.
- O. any claim arising directly or indirectly from driving or riding motorised vehicles if **you** do not hold a licence which is valid in (but does not have to be issued in) the region where the vehicle was being operated.
- P. any claim arising directly or indirectly from any water activities where **you** are more than twelve (12) miles from the shoreline unless prior written consent has been granted by **us**.
- Q. any claim arising directly or indirectly from any activity in territories not mapped on the maps issued by the nearest local authority or that are more than one-hundred and fifty (150) kilometres from the nearest habitation unless prior written consent has been granted by **us**.
- R. any claim arising directly or indirectly from altitude sickness and climbing where ropes and equipment are involved for sheer face climbing or any other aspect other than following a man-made or natural path. No cover shall operate if any safety requirements are not adhered to.
- S. any claim arising directly or indirectly from Human Immunodeficiency Virus (HIV) and/or Acquired Immune Deficiency Syndrome (AIDS) and/or any HIV or AIDS related illness.
- T. any claim arising directly or indirectly from the tour operator, airline or any other company, firm or person becoming insolvent, or being unable or unwilling to fulfil any part of their obligation to **you**.
- U. any claim arising directly or indirectly from **you** being under the influence of, or being affected by drugs (unless such drug has been prescribed by a qualified **medical practitioner** but not for the treatment of drug addiction).
- V. any claim incurred directly or indirectly as a result of medication, drugs or toxic substance abuse or overdose or **your** deliberate non-compliance with prescribed medical therapy or treatment: alcohol abuse, alcoholism or an accident while being impaired by drugs or alcohol.
- W. any claim arising directly or indirectly from operations or treatments which are medically unnecessary including cosmetic or beauty treatments.
- X. any claim arising directly or indirectly from **your** deliberate exposure to exceptional danger (other than in an attempt to save human life).
- Y. any claim arising directly or indirectly from **you** travelling against medical advice.
- Z. any claim arising directly or indirectly from **you** travelling for the purposes of receiving medical treatment.
- AA. any claim against the **insurer** arising directly or indirectly from professional or medical advice provided by Healix.
- AB. any benefit which is payable under any other valid and collectible insurances in place, where any other party is liable (such as an airline) any Medical Expenses claim in home country or for any Medical Expenses claim which is recoverable under any statutory, government, or reciprocal health arrangement or where the individual has access to any free healthcare which is reasonably accessible from the site.
- AC. any loss, damage, liability, cost or expense of whatsoever nature, directly or indirectly arising from or in respect of any:
- i) entity domiciled, resident, located, incorporated, registered or established in an **Excluded Territory**;
 - ii) property or asset located in an **Excluded Territory**;
 - iii) individual that is resident in or located in an **Excluded Territory**;
 - iv) claim, action, suit or enforcement proceeding brought or maintained in an **Excluded Territory**;
 - v) payment in an **Excluded Territory**.

This exclusion will not apply to any coverage or benefit required to be provided by the insurer by law or regulation applicable to that insurer, however, the terms of any sanctions clause will prevail.

For purposes of this exclusion, "**Excluded Territory**" means:

- Belarus (Republic of Belarus); and
- Russian Federation; and
- Ukraine (including the Crimean Peninsula and the Donetsk and Luhansk regions).

AD. any claim arising directly or indirectly from **utilisation of nuclear weapons of mass destruction, utilisation of chemical weapons of mass destruction or utilisation of biological weapons of mass destruction** however these may be distributed or combined.

AE any claim arising or resulting from **you** being involved in any malicious, reckless, illegal or criminal act.

GENERAL CONDITIONS

A. This **policy** does not cover any event happening or caused elsewhere than within the **geographical limits**.

B. This **policy, schedule** and any **endorsement(s)** applicable shall be read as one contract.

C. **We** may at **our** own expense take over the defence or settlement of any claim on **your** behalf or take proceedings in the name of the **insured person** to recover compensation or secure an indemnity from any third party in respect of any loss, damage or expense covered by this **policy** and any amount so recovered or secured shall belong to **us**.

D. This **policy** does not cover any skiing undertaken against local authoritative warning or advice, International Ski Federation code or resort regulations.

Affordable Care Act

This insurance is not subject to, and does not provide certain insurance benefits required by, the United States' Patient Protection and Affordable Care Act ("ACA"). This insurance does not provide, and **insurers** do not intend to provide, minimum essential coverage under ACA. In no event will benefits be provided in excess of those specified in the contract documents. This insurance is not subject to guaranteed issuance or renewability other than as specified in the **policy**. ACA requires certain US citizens and US residents to obtain ACA compliant health insurance coverage. In some circumstances penalties may be imposed on persons who do not maintain ACA-compliant coverage. **You** should consult **your** attorney or tax professional to determine if ACA's requirements are applicable to **you**.

Applicable Law

We and **you** irrevocably agree that this **policy** shall be governed by and construed in accordance with the law and courts of England and Wales.

Arbitration

Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination shall be referred to and finally resolved by arbitration. The number of arbitrators shall be one. The seat of the arbitration shall be London, or as elsewhere agreed by the parties.

Claims Co-operation and Access to Records

You shall co-operate with **us** in the review of a claim and provide **us** and **our** designated representatives with all information, documentation and medical information **we** may require as may be necessary for the purpose of reviewing the claim and **you** shall provide upon **our** request all authorisations necessary to obtain **your** medical records that **we** may require as may be necessary for the purpose of reviewing the claim.

Contracts (Rights of Third Parties) Act 1999

A person who is not party to this **policy** has no right under the Contracts (Right 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 that exists or is available apart from the Act.

Contribution

If there is any other insurance covering the same contingencies and to the extent that the loss is not excluded by this **policy, we** shall not be liable to pay or contribute more than **our** rateable proportion.

Cyber Clarification Clause

Except for Sections D and E (only) **we** will pay for any otherwise covered loss, damage, liability, cost or expense caused by a **cyber act** or **cyber incident**, subject always to the policy's full terms, conditions, limitations and exclusions.

Foreign, Commonwealth and Development Office (FCDO)

You are required to check the FCDO information before commencing a **covered trip**. Travel advice can be obtained from the FCDO by visiting their website at: www.gov.uk/government/organisations/foreign-commonwealth-development-office

Fraud Prevention

To keep premiums low **we** do participate in a number of industry initiatives to prevent and detect fraud. To help prevent crime **we** may:

- Share information about **you** with other organisations and public bodies including the police;
- Share information about **you** with other insurers;
- Pass **your** details to recognised centralised insurance industry applications and claims review systems (for example the Travel Claims Database) where **your** details may be checked and updated.
- Check **your** details with fraud prevention agencies and databases. If **you** give **us** false or inaccurate information and **we** suspect fraud, **we** may record this with fraud prevention agencies;
- Search records held by fraud prevention and credit agencies to:
 - Help make decisions about credit services for **you** and members of **your** household;
 - Help make decisions on insurance policies and claims for **you** and members of **your** household;
 - Trace debtors, recover debt, prevent fraud and to manage **your** insurance policies;
 - Check **your** identity to prevent money laundering;
 - Undertake credit searches and additional fraud searches.

The GDPR and Data Protection Act 2018

For the purpose of providing this insurance and handling of claims or complaints, **we** may need to transfer certain information which **you** have provided to **us** to other parties. Any information **you** have provided will be dealt with by **us** in compliance with the provisions of the GDPR and Data Protection Act 2018.

Interest

No sum payable under this **policy** shall carry interest.

Insurance Excess

Under some sections of the insurance an **excess** will apply. This means that **you** will be responsible for paying the first part of the claim for each single event or occurrence. The amount **you** have to pay is the **excess**.

Limitation of Liability

In no case shall **our** liability in respect of any claim by **you** exceed the applicable sub-limit or Sum Insured stated in the **schedule**.

Non-payment of Premiums

We reserve the right to cancel this insurance immediately in the event of non payment of the premium.

Other Insurance

Sometimes what is covered under one insurance may also be covered under another insurance for example the cover or maybe some of the cover is insured under this insurance could also be insured under another insurance.

If it is covered under two or more insurances **we** will pay the full claim and claim half of this back from **your** other insurance.

If **we** do have to claim half back from **your** other insurers **we** will do this in **your** name this is called subrogation which means **we** substitute **you** including all **your** rights and responsibilities.

Other Parties

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.

Reasonable Care

You must exercise reasonable care to prevent accident, injury, loss or damage to **you** and others.

Reciprocal Health Arrangements

EU, EEA or Switzerland

If **you** are travelling to countries within the European Union (EU), the European Economic Area (EEA) or Switzerland **you** can use a valid European Health Insurance Card (EHIC). This will entitle **you** to benefits from the reciprocal health care arrangements which exist between countries within the EU/EEA or Switzerland and the **United Kingdom**. **Your** EHIC will be honoured for the remainder of its validity.

From 04th January 2021, if **you** do not have a valid EHIC **you** will need to apply for a Global Health Insurance Card (GHIC) and can apply by a postal application from **your** local Post Office or online through www.dh.gov.uk/travellers or by telephoning 0845 606 2030. Please note that the GHIC will no longer provide reciprocal health care arrangements in Iceland, Liechtenstein, Norway and Switzerland.

If **we** agree to pay for a medical expense which has been reduced because **you** have used either an EHIC, GHIC or private health insurance, **we** will not apply the deduction of the **excess** under Part 1. Section A. - Medical & Emergency Expenses.

Medicare - Australia

If **you** are travelling to Australia **you** can enrol in Medicare which will entitle **you** to subsidised hospital treatments and medicines. **You** can do this by contacting a local Medicare office in Australia. All claims for refunds under the Medicare scheme must be made before **you** leave Australia.

For more information on Medicare visit: www.medicareaustralia.gov.au or email: medicare@medicareaustralia.gov.au

Right to Medical Examination

We have the right to have **you** examined by a physician or vocational expert of **our** choice and at **our** expense as often as may be necessary for the purpose of reviewing a claim.

Sanction Suspension

We shall be not be deemed to provide cover and or be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose us (or any reinsurer) to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, **United Kingdom** or United States of America.

Several Liability Clause

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

OUR SERVICE TO YOU

Complaints

If **you** have any questions or concerns about the insurance or the handling of a claim **you** should, in the first instance, contact:

PJ Hayman & Company Limited Stansted House, Rowlands Castle Hampshire PO9 6DX

Email: customerservices@pjhayman.com

We are dedicated to providing **you** with a high quality service and want to ensure that this is maintained at all times. If **you** feel that **we** have not offered a first class service or **you** have any questions or concerns about this **policy** or the handling of **your** claim please contact **us**, quoting Trinity Insurance and binding authority number B6151PJHTRIN2023 and **we** will do **our** best to resolve the problem. **Our** contact details are:

Head of Compliance

2 Minster Court, 1st Floor, Mincing Lane, London, EC3R 7BB

Email: Complaints@sompo-intl.com

Website: <http://www.sompo-intl.com/>

If **your** complaint can be resolved within three (3) business days:

We will aim to resolve **your** concerns within three (3) business days, following receipt of **your** complaint. A written Summary Resolution Communication will be provided to **you** if the complaint is resolved to **your** satisfaction.

In the unlikely event that **you** remain dissatisfied, **you** may be entitled to refer the matter to the Financial Ombudsman Service, free of charge.

If **your** complaint cannot be resolved within three (3) business days:

We will send **you** an acknowledgement letter to explain **your** complaint has been escalated to the Head of Compliance, who will investigate **your** complaint and keep **you** informed throughout the process.

We will investigate **your** complaint and provide one of the following within eight (8) weeks of receipt of **your** complaint:

- A final response letter explaining the outcome of **our** investigation, the reason for **our** decision and information on how to steps to take, should **you** remain dissatisfied; or
- A holding letter confirming when **we** anticipate **we** will have concluded **our** investigation.

Referring to the Financial Ombudsman Service:

Should **you** remain dissatisfied with the outcome of **our** investigation or **we** are unable to conclude **our** investigation within eight (8) weeks, **you** may be able to refer **your** complaint to the Financial Ombudsman Service (*if eligible), provided **you** do so within six (6) months of the date of the Final Response.

The contact details for the Financial Ombudsman is:

Financial Ombudsman Service
Postal address: Exchange Tower, Harbour Exchange, London E14 9SR
Customer Helpline: 0800 023 4567 or 0300 123 9 123
Email: complaint.info@financialombudsman.org.uk
Website: www.financial-ombudsman.org.uk

* The Financial Ombudsman Service may not be able to consider a complaint if **you** have not provided **us** with the opportunity to resolve it first, or if **you** are:

- a small business which has an annual turnover of more than £6.5 million; and has annual balance sheet of more than £5 million; or employs more than 50 persons.
- a trustee of a trust with a net asset value of more than £5 million; or
- a charity with an annual income of more than £6.5 million.

The Financial Ombudsman Service is an independent service in the UK for settling disputes between consumers and businesses providing financial services.

The complaints handling arrangements above are without prejudice to **your** rights in law.

Financial Services Compensation Scheme

Endurance Worldwide Insurance Limited is covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if **we** are unable to meet **our** obligations to **you** under this insurance. If **you** were entitled to compensation under this Scheme, the level and extent of the compensation would depend on the nature of this insurance. Further information about FSCS is available on their website: www.fscs.org.uk or **you** can write to them at PO Box 300, Mitcheldean, GL17 1DY, or telephone number 0800 678 1100 or +44 (0)20 7741 4100

Trinity Insurance Services Limited is authorised and regulated by the Financial Conduct Authority (FCA) with FCA number: 307068, and a member of the Services Investment and Insurance Advisory Panel (SIIAP.)
Registered in England and Wales.

Registered address: Appledram Barns, Birdham Road, Chichester, West Sussex, PO20 7EQ.

Registration number: 03904541

Calls may be recorded for training and quality purposes. Details are correct at the time of going to print.