



Specialists in
Wintersports and
Travel Insurance



We strongly recommend that you read this document and in particular the Code of Practice on page 9 and take this document with you on your trip

In respect of Sections 1 - 7 and 9 - 20, this insurance is underwritten by Optimum Underwriting Ltd., 19 Bartlett Street, South Croydon CR2 6TB as Underwriting Agents of Groupama Insurance Company Ltd (registered no. 995253), who are members of the Association of British Insurers, through MPI Brokers, West House, West Street, Haslemere, Surrey GU27 2AB and this is evidence that you are insured in accordance with the authorisation granted under Master Policy No. MPOPT/0088/10 (**N.B. please do not quote this number if making a claim, only the reference on page 2**). In consideration of the premium shown on the attached certificate, Groupama Insurance Company Ltd is hereby bound to insure in accordance with the terms and conditions contained herein or endorsed hereon to this document, each person listed is separately and individually insured for the period shown on the certificate.

In respect of Section 8, this insurance is provided by International Passenger Protection Ltd, IPP House, 22-26 Station Road, West Wickham, Kent BR4 0BR, and underwritten by a consortium of Association of British Insurers member companies and Lloyd's Syndicates.

MPI Brokers and Mind The Gap Year are trading names of Michael Pettifer Insurance Brokers Ltd.

All the above companies are authorised and regulated by the Financial Services Authority.

CUSTOMER SERVICE

Should you have any queries other than claims relating to this insurance, please call MPI Brokers on:-

0845 180 0065

If you wish to make a claim or have a medical emergency please refer to the information given on page 2 - 'How to make a claim'

ENDORSEMENT

It is noted and agreed that this insurance is applicable for both wintersports and non-wintersports activities within the terms and conditions of the policy.

Sections 18, 19 and 20 shall only apply if you have paid the appropriate additional premium. In this instance, in addition General Exclusion k is replaced by:

k) any form of racing or competition, and the activities of the cresta run, bobsleighing, ski-jumping, hang-gliding, freestyle skiing, ice-hockey and luge, whether a competition or not, and officially organised practice or training, other than:

(i) ski, snowboard or ski-bob racing or competition, practice or training if the event has an entry age of under 16, the Masters and Inferno Races,

(ii) ski, snowboard or ski-bob racing or competition practice or training if the event is not a National or International race or competition.

SCHEDULE OF SECTIONS AND SUMS INSURED

(Per Person)

Sections	Economy	Standard	Excel
1 Emergency Medical Expenses UK Physiotherapy	£1,000,000 -	£5,000,000 (£300)	£5,000,000 (£600)
2 Hospital Benefit (per night)	£200 (£10)	£400 (£20)	£600 (£50)
3 Cancellation or Curtailment	£500	£2,000	£3,000*
4 Personal Liability	£1,000,000	£2,000,000	£2,000,000
5 Personal Accident	£5,000	£15,000	£25,000
6 Missed Departure and Delayed arrival	-	£650	£1,250
7 Travel Delay Each 12 hours maximum, or Abandonment after 12 hours	-	£15 £100 £2,000	£25 £250 £3,000*
8 Travel Provider Failure	£500	£2,000	£3,000
9 Personal Effects (Single Article Limit) (Valuables) (Delayed Baggage)	-	£1,500 (£200) (£200) (£250)	£2,000 (£300) (£300) (£300)
10 Personal Money	-	£150	£300
11 Legal Expenses	-	£25,000	£25,000
12 Loss of Passport	-	£250	£500
13 Inconvenience Expenses	-	£500	£750
14 Hijack (per day)	-	-	£1,000 (£50)
15 Golf Equipment	-	-	£1,000
16 Green Fees	-	-	£100
17 Hole in one	-	-	£50
18 Wintersports Equipment (Own equipment) (Hired equipment) (Hiring equipment)	-	£750 (£500) (£250) (£200)	£1,000 (£750) (£300) (£250)
19 Ski Pack	-	£400	£600
20 Piste Closure (per day)	-	£250 (£25)	£500 (£50)

'-' means this section is not included

* You may increase this sum insured by calling 0845 180 0065

The excesses are shown on page 2

EMERGENCY MEDICAL EXPENSES

Travel insurance is not a private health plan. It covers Emergency treatment in state hospitals or, if not available, at a satisfactory 'Western' standard treatment in a private hospital, as well as doctors bills, medication, repatriation, and the like.

This insurance contains certain exclusions and conditions about the state of health of all persons covered by this insurance and their relatives, and close business associates. Please read the Emergency Medical Expenses and Cancellation and Curtailment sections of this document carefully and in particular the exclusions relating to health. If you are in any doubt whether you or any other person is eligible for full cover, please contact MPI Brokers on 0845 180 0065.

TRAVELLING IF PREGNANT

Pregnancy is not a medical condition, so you are able to travel until you are quite late into your pregnancy. However, travel providers have their own restriction due to health and safety, so you should check with them before you book. Please make sure that your Doctor and midwife are aware of your travel plans, that there are no known complications and that you are not travelling against any medical advice. We have the right to request a Medical Certificate to confirm this.

By Air After 28 weeks most airlines will require a letter from your Doctor or Midwife confirming your Estimated Date of Delivery and stating that there are no complications.

By Sea Ferry companies have their own restrictions and may refuse pregnant women beyond 32 weeks.

By Car, Coach or Train There are no known restrictions.

PARTICIPATING IN SPORTS AND ACTIVITIES?

Other than skiing and watersports if you are planning to participate, or may participate, in any sport(s) or activity(ies) which reasonable people would consider to be hazardous, or unusual, including organised sports trips

Please call MPI on 0845 180 0065

to establish the cover available or we may if necessary, arrange a more suitable policy

Please also note General Exclusions i to l on page 8

OFF PISTE SKIING/SNOWBOARDING

Many policies either exclude this or limit skiing 'off piste' to be with a guide. It is our view that this is impractical as one can ski 'off piste' unwittingly and in certain circumstances it is possible to ski on a 'pisted' run which is designated 'off piste'.

It is due to this type of confusion that we at MPI Brokers have negotiated with underwriters that there is no such exclusion or limitation in this policy. There is, however, a general requirement, common to all insurance, to behave in a reasonable and sensible manner.

WATERSPORTS

We cover all forms of water sports and water based activities on inland waters, rivers and up to 12 miles from the coast.

We cover offshore sailing (in yachts) in all waters of Western Europe.

If you are planning to sail in other parts of the world please apply for terms giving a detailed itinerary of your planned passage.

We do not cover Public Liability where you own or are in possession or use of motorised vehicles, yachts or motorised waterborne craft with an engine capacity in excess of 6 horsepower or has covered accommodation.

We do not cover racing – but may do so on application.

TRAVELLERS' TIPS

The following 'quickie' list of advice has been prepared by MPI Brokers:

- 1 If you are taking valuable items such as jewellery or camcorders on holiday, you should insure them under an All Risks section of your household contents insurance.
- 2 Do not pack valuables, money and fragile items in the baggage that you check in at the airport etc. Keep them with you at all times during your journey.
- 3 Do not carry more cash than you need; use travellers cheques, credit or charge cards if possible. Use safety deposit boxes whenever they are available.
- 4 If you need regular medication, take enough with you to last your holiday. You should also take an extra supply which should be packed separately in case you lose your first supply.
- 5 Check your baggage for damage each time you reclaim it.
- 6 Think before you dive, check the depths of swimming pools and the sea and only dive if you are sure the water is deep enough.
- 7 The sun abroad can be much more powerful than you are used to at home, particularly at high altitudes or on the water. Use high factor suncreams and wear appropriate hats or caps.
- 8 Make sure all passports, visas, vaccinations and health requirements are up to date, and be sure to take all necessary documents with you.
- 9 Always abide by the Skiers Code which is issued by the International Ski Federation.
- 10 Never leave your belongings unattended or with strangers, especially at airports or in vehicles. Split skis wherever possible.
- 11 In order to keep claims to a minimum and premiums down in the future please act as if uninsured (see General Condition 5).

HOW TO MAKE A CLAIM

If you are admitted to hospital or your medical and additional costs are likely to exceed £500 it is a condition of this insurance that you contact the assistance company immediately. Their telephone number is:-

+44 (0)845 180 0061

and please quote the following reference

MPOP 12/10 single trip wintersports insurance

MPOP 13/10 single trip travel insurance

MPOP 14/10 multi trip insurance

If you wish to make a claim under this or any other section please download a claim form from:-

www.mpibrokers.com

which should be printed, completed and forwarded to the address shown on the form, or you may phone MPI Brokers on 0845 180 0065 if you do not have access to the internet.

This must be done and the completed claim form sent to the loss adjuster within 31 days of the date of loss, accident or sickness. If this is late, your claim may be declined. This must be done even if you have not paid the medical provider or rescue services.

TERMS CONDITIONS AND EXCLUSIONS**PERIOD OF INSURANCE**

Single Trip This insurance is valid for the dates shown on your certificate provided it was issued between 1st June 2010 and the 31st May 2011 for travel commencing before 31st May 2012.

In respect of the Cancellation part of Section 3, cover starts on the date of issue.

Multi Trip This insurance is valid for the dates shown on your certificate provided it was issued between 1st June 2010 and the 31st May 2011. You will be insured under all sections for travel that commences during the period shown on your certificate. If any one trip is longer than the designated number of days shown on your certificate you will be insured for the first continuous period of a trip up to the total number of designated days.

In respect of the Cancellation part of Section 3, cover starts from the date of booking any trip or commencement of this insurance, whichever is the later, and ceases at the time of departure or on the expiry of this insurance, whichever is the earlier.

This insurance includes trips within your country of residence provided you have booked a minimum of two nights accommodation.

Single and Multi Trip

In respect of Section 10 - *Personal Money*, cover starts at the time of collection of currency or 72 hours prior to departure, whichever is the earlier.

For all other sections and the Curtailment part of Section 3, cover starts when you leave your home or place of business in the *United Kingdom* or the Republic of Ireland, or on the commencement date shown on the certificate whichever is the later.

If your return trip is unavoidably delayed for any reason beyond your control, cover will be extended free of charge for the period of the delay, up to a maximum of 3 months.

MATERIAL FACTS

Insurance contracts are contracts based on the principle of utmost good faith which means if at the time of taking out this insurance you failed to disclose a material fact insurers hold the right at any time to cancel your policy and return your premium in full. A material fact is one which is known to you and could not be known by us, and which may adversely affect the risk to be insured. English Courts will find a fact to be material where it would affect the judgement of a prudent underwriter whether or not to accept a risk at the terms offered.

If you wish to declare a material fact after having taken out this insurance, that existed before inception you may do so by calling 0845 180 0065 and we may consider reinstating cover at special terms. If you are unsure whether any information is material please disclose it.

EXCESSES

Under some sections of this insurance, claims will be subject to an excess. This means you will be responsible for paying the first part of a loss. The following excesses apply unless an additional premium has been paid and is shown on the certificate:-

Economy Package

£125 for each and every loss under Section 1.

Standard Package

£85 for each and every loss under Section 1.

£75 for each and every loss under Sections 9, 10, 18, and the abandonment part of Section 7.

Excel Package

£65 for each and every loss under Section 1.

£50 for each and every loss under Sections 9, 10, 15, 18, and the abandonment part of Section 7.

Cancellation Section

Under Section 3, all three packages carry an excess of 10% of your loss, or £100 under Economy, £75 under Standard, £50 under Excel, whichever is the lower.

In the event of a claim for a family, only two excesses shall be applied.

Personal Liability

Under Section 4, all three packages carry an excess of £250 for each and every loss for damage to temporary holiday accommodation.

Multi Section Claims

If you have a claim under more than one section following the same event only one excess shall apply; if the excesses are different then the highest amount shall be applied.

RENEWALS – Multi Trip only

Provided a renewal of this insurance is offered, and you renew your insurance through MPI Brokers on the due date, insurance shall be considered as continuous for trips booked or undertaken under this policy, provided losses are attributed to the policy under which they fall.

HEALTH NOTICE

This insurance contains certain exclusions and conditions about the state of health of all persons covered by this insurance and their *relatives*, and *close business associates*. Please read the Emergency Medical Expenses and Cancellation sections of this document carefully, and in particular the exclusions relating to health. If you are in any doubt whether you or any other person is eligible for full cover, please contact MPI Brokers on **0845 180 0058**.

DEFINITIONS

Wherever the following words and phrases appear in italics in this document, they will always have these meanings. Where words in this document are not defined below, they shall have the meaning as set out in the latest edition of the Oxford English Dictionary.

'Business colleague' means any person that you work closely with whose absence necessitates the cancellation or *curtailment* of the *trip* as certified by a director or partner of the business,

'Curtailment' 'Curtail' means cutting your *trip* short by early return to the *United Kingdom*, or your admission to hospital as an in-patient,

'Family' – Single trip policies – Family means two adults and up to four children, not necessarily related,

– Multi trip policies – Family means two adults and up to four children, living at the same address,

'Golf Equipment' means golf clubs, golf bag or golf trolley, and golf balls and tees if part of a total loss,

'Honeymoon' means a trip within 3 months of the date of your wedding,

'Partner' means a couple who are living together who share accommodation as if married and have done so for a minimum of 6 months before purchasing this insurance,

'Personal Effects' means your personal belongings, including clothing worn, personal luggage owned or borrowed by you, travellers cheques, travel tickets, accommodation vouchers and Postal Orders,

'Personal Money' means your banknotes and coins,

'Public Transport' means any aeroplane, ship, train or coach on which you are booked to travel.

'Relative' means husband or wife, *partner* (same or different sex), parent, grandparent, parent-in-law, brother, sister, child, grandchild, brother-in-law, sister-in-law, son-in-law, daughter-in-law, a *step-relative* sharing any of these listed relationships, or fiancé(e),

'Ski Equipment' means skis, snowboards, ski sticks, boots and bindings,

'Trip' means any single holiday or journey as stated in the Period of Insurance,

'Unattended motor vehicle' means a motor vehicle which does not contain a driver or passenger,

'United Kingdom' means United Kingdom of Great Britain, Northern Ireland, the Channel Islands and the Isle of Man,

'Valuables' means photographic, audio and video equipment (including an MP3 player, iPod and the like), avalanche transceivers, prescription glasses, prescription sunglasses, telescopes and binoculars, jewellery, watches, furs and items made of or containing precious or semi-precious stones or metals,

'We', 'us' and 'our' means Optimum Underwriting Ltd as Underwriting Agents for Groupama Insurance Company Ltd, in respect of sections 1 - 7 and 9 - 20 and in respect of Section 8 the insurers for that section,

'Yacht' means any sailing vessel, which is more than 6 metres in length, or has an engine in excess of 6 horsepower, or has covered accommodation,

'You' and 'your' means each person shown on the attached certificate resident in the *United Kingdom* or the Republic of Ireland, for whom a premium has been paid. Each person is separately insured for each *trip*.

TERRITORIAL LIMITS

Provided your certificate shows the area as '*United Kingdom* and the Republic of Ireland' you are insured to travel to and within the *United Kingdom* and the Republic of Ireland.

Provided your certificate shows the area as '*Europe*' you are insured to travel to and within Europe west of the Ural mountains, countries bordering the Mediterranean, Madeira, Canary Islands, and the Channel Islands.

Provided your certificate shows the area as '*Worldwide excluding USA and Canada*' you are insured to travel anywhere in the world other than USA and Canada.

Provided your certificate shows the area as '*Worldwide*' as defined on your certificate you are insured to travel in accordance with that definition.

TRAVEL WARNING

If you travel to a country or an area within a country which the Foreign and Commonwealth Office have advised against travelling to, we will not pay for loss, damage or injury under this policy.

We will, however, consider a claim under Section 3.

SECTION 1**EMERGENCY MEDICAL, REPATRIATION AND ASSOCIATED EXPENSES**

This section applies to trips outside that part of the *United Kingdom* in which you are resident.

We will pay up to the amount shown on the schedule for any one event, and in all, following a series of events giving rise to a claim under this insurance, which declares itself during the period of insurance, for necessary and reasonable costs incurred as a result of your actual or threatened bodily injury, illness or death during your *trip* in respect of:

- a) all emergency medical treatment which is considered medically necessary by the local treating doctor and cannot await your return to your usual country of residence, including the cost of medication and drugs, and the cost of hospitalisation. Dental treatment shall be limited to the immediate relief of pain only.
- b) the additional cost of repatriation to the *United Kingdom* after having consulted the local treating doctor and provided he/she has recommended repatriation for medical reasons, and the Assistance Company, on behalf of us, are also in agreement that your return home is medically necessary,
- c) your search and rescue by whatever means considered necessary by the rescue services, including the cost of transport (ambulance, taxi, bus) to and from a doctor, hospital or clinic,
- d) additional bed and breakfast accommodation, and travel expenses to enable you to return to your home, if you are unable to travel as originally booked,
- e) (i) a travelling companion's additional bed and breakfast accommodation if medically necessary to remain with you and accompany you to your home or hospital or,
 - (ii) one *relative* or friend to travel from or within the *United Kingdom* if medically necessary to and stay with you and accompany you during the journey to your home or hospital,
- f) the cost of returning your remains to your home, or of a funeral in the country where you die, up to the equivalent cost of returning your remains to or within the *United Kingdom*,
- g) physiotherapy or chiropractor treatment, after you have returned home provided the treatment is as a direct result of an injury sustained on your *trip* and subject to written confirmation by your usual doctor,
- h) for medical and repatriation costs following medical complications arising out of your pregnancy, (but see b) (v) below).

We will not pay

- a) the excess shown on page 2 for each and every loss,
- b) claim(s) if at the time of taking out this insurance and at the time of advising us of your departure date you:
 - (i) are aware of any circumstances which could reasonably be expected to give rise to a claim,
 - (ii) have had any medical or mental condition, including stress and anxiety, which has resulted in referral to a hospital or consultant in the last 12 months,
 - (iii) have been taking continuous medication and have had a change in medication or an increase in dosage in the last 6 months resulting from a deterioration in the condition being treated,
 - (iv) have any medical condition for which you are on a hospital waiting list or awaiting the results of tests or investigations,
 - (v) arising out of pregnancy or childbirth where you have a history of previous gynaecological complications unless:
 - (i) a doctor's certificate is issued to you, prior to travel, stating you are fit to travel for the intended *trip* and no complications are expected,
 - (ii) if at the start of, or during your *trip*, when travelling by air or sea, there is less than 34 days until the date on your confinement note. This period is extended to 62 days if you are expecting more than one child,
 - (vi) have been advised of a terminal condition.

However, we may agree not to apply any of the above or to accept this insurance at special terms or at an additional premium if you apply to us by telephoning 0845 180 0058.

- c) any claim if you:
 - (i) travel against medical advice, or
 - (ii) become ill or you are injured or suffer a deterioration in a medical condition after advising us of your departure date and fail to obtain medical approval on your fitness to travel or are subject to ongoing treatment,
 - (iii) engage in manual work or labour,
- d) any claim if you travel with the intention of receiving medical treatment, or for the cost of continuing medication, or if you fail to take medication as prescribed by your doctor.
- e) for treatment or surgery:
 - (i) in the *United Kingdom*, or which is not immediately necessary and can wait

until you return home, or which is carried out or continues to be carried out after the expiry of this Insurance,

- (ii) for exploratory tests, unless they are as a direct result of the condition which required referral to hospital,
 - (iii) for any treatment which is experimental,
 - (iv) if you fail to have the minimum vaccinations and inoculations and take other precautions as advised by a recognised Medical Practitioner or Travel Clinic,
- f) for the cost of single or private room accommodation, unless it is medically necessary or if there is no alternative.

Conditions It is a requirement of this insurance that:

- a) you contact the Assistance Company immediately if you are admitted to hospital as an in-patient, or if you have medical treatment which appears likely to cost more than £500 (or its equivalent in local currency). If this is not possible you must notify the Assistance Company as soon as possible. Failure to do so may affect the assessment of your claim.
- b) wherever possible you must use medical facilities which entitle you to the benefits of any reciprocal health agreements, such as European Health Insurance Card in Europe and Medicare in Australia.
- c) you attend a recognised Medical Practitioner or Travel Clinic before departure and sufficient time is allowed for any treatment recommended.

Please refer to the Specific Exclusion, General Exclusions and General Conditions at the end of this document.

SECTION 2

HOSPITAL BENEFIT

We will pay the amount shown on the schedule for each night you spend as an in-patient in a registered hospital outside the *United Kingdom*.

Please refer to the wording under 'We will not pay' and 'Conditions' in Section 1, as they also apply to this Section.

Please also refer to the General Exclusions and General Conditions at the end of this document.

SECTION 3

CANCELLATION AND CURTAILMENT

We will pay up to the amount shown on the schedule following an event giving rise to a claim under this insurance which declares itself during the period of insurance for any monies you have paid, or which you are contracted to pay, up to the final invoice cost of the *trip*, (excluding the insurance premium), including the cost of locally purchased services, in respect of your travel and accommodation costs and other expenses, which are not recoverable elsewhere, but not exceeding the amount shown in the schedule in all:

- a) if you have to cancel or *curtail* all or part of your *trip* as recommended by your usual doctor, or for *curtailment*, by a local doctor, because of:
 - (i) your death, injury or illness,
 - (ii) the death, injury or illness of a *relative*, travelling companion or a *business colleague*,
 - (iii) the death, injury or illness of a person with whom you intended to stay, or of a *relative* of a travelling companion,
 - (iv) medical complications arising out of your pregnancy, (but see e) below),
- b) if you cancel or *curtail* all or part of your *trip* following:
 - (i) you, a travelling companion, close *business colleague* or person with whom you intended to stay is called to serve on a jury, as a court witness (other than as an expert witness) or being placed in compulsory quarantine,
 - (ii) you, a travelling companion, close *business colleague* or person with whom you intended to stay being unexpectedly required for emergency and unavoidable duty as a member of the armed forces, police, fire, nursing, ambulance or coastguard services,
 - (iii) you, a travelling companion, close *business colleague* or person with whom you intended to stay is made redundant, provided that you/they are entitled to payment under the current redundancy payments legislation and that at the time of booking your *trip* you had no reason to believe that you would be made redundant,
 - (iv) the police requiring your presence following fire, flood or burglary at your home within 7 days of your departure, or whilst you are away,
 - (v) theft, fire or accident to your car within 7 days of your departure. This only applies if you are using your own car for the whole *trip*,
 - (vi) your pre-booked accommodation becoming uninhabitable or inaccessible within 7 days prior to your departure or whilst you are away. Alternatively, we will pay for similar accommodation, provided this does not exceed the cost of cancellation or *curtailment*.
 - (vii) a warning issued by the Foreign and Commonwealth Office that a country or countries you had intended to travel to should be avoided or they have advised

against travel, provided this warning was issued after you booked insurance and your *trip*. Please see Condition c) below.

We will not pay

- a) the excess shown on page 2 for each and every loss,
- b) any claim if at the time of advising us of the date you booked to travel you:
 - (i) are aware of any circumstances which could reasonably be expected to give rise to a claim,
 - (ii) have had any pre-existing medical or mental condition, including stress and anxiety, which has resulted in referral to a hospital or consultant in the 6 months prior to booking your *trip*,
 - (iii) have been taking continuous medication and have had a change in medication or increase in dosage in the 6 months prior to booking your *trip* resulting from a deterioration in the condition being treated,
 - (iv) have any medical condition for which you are on a hospital waiting list or awaiting the results of tests or investigations,
 - (v) have been advised of a terminal condition,
 - (vi) are aware of any medical or mental condition, including stress and anxiety, of any *relative* or *business colleague*, whether travelling with you or not, on whose state of health your decision to cancel or *curtail* your *trip* may depend.

However, we may agree not to apply any of the above or to accept this insurance at special terms if you apply to us by telephoning 0845 180 0058.

- c) any claim:
 - (i) if you book or travel against medical advice, or
 - (ii) for *curtailment* if you become ill or suffer a deterioration to a medical condition after purchasing this insurance and fail to obtain medical approval on your fitness to travel,
- d) any claim if you travel with the intention of receiving medical treatment,
- e) any claim arising out of pregnancy or childbirth where you have a history of previous gynaecological complications unless:
 - (i) a doctor's certificate is issued to you, prior to travel, stating you are fit to travel for the intended *trip* and no complications are expected,
 - (ii) if at the start of, or during your *trip*, when travelling by air or sea, there is less than 34 days until the date on your confinement note. This period is extended to 62 days if you are expecting more than one child,
- f) for *curtailment* claims whilst engaged in manual work or labour.

Please note:

- a) that *curtailment* claims will be based on a pro-rata of the full holiday cost and calculated from the day you return to the *United Kingdom* or you are hospitalised as an in-patient. The cost of unused excursions will be refunded in full,
- b) if there is a settlement under this section following a claim, insurance under this policy shall cease.

Conditions It is a requirement of this insurance that:

- a) if you become aware of any circumstances which make it necessary for you to cancel your *trip*, you must advise your tour operator, travel agent, travel or accommodation supplier in writing within 48 hours. The most we will pay will be limited to the applicable cancellation charges at that time,
- b) you contact the Assistance Company immediately if you wish to return home to or within the *United Kingdom* for any reason or by any method other than as originally planned. Where return home is as a result of injury or illness, medical evidence should be provided to confirm that it is medically necessary for you to *curtail* your *trip*.
- c) (i) you reduce any loss by contacting your travel provider to obtain a refund if available, or
 - (ii) change your ticket to an alternative destination of your choice (we will pay the difference, but no more than the cost of the original ticket), or
 - (iii) call the loss adjusters on 0845 180 0174.

Please refer to the Specific Exclusion, General Exclusions and General Conditions at the end of this document.

SECTION 4

PERSONAL LIABILITY

We will pay up to the amount shown on the schedule and in all, in addition to legal costs incurred with our written consent, for your legal liability if you cause:

- a) accidental bodily injury to any person, or
- b) accidental loss or damage to someone else's property, including temporary holiday accommodation and its contents.

We will not pay

- a) for any liability arising from bodily injury, loss or damage to property,
 - (i) owned by you or a member of your family or,
 - (ii) in your care, custody or control, other than temporary holiday

- accommodation and its contents, not owned by you or a member of your family,
- b) the first £250 of each claim in respect of damage to temporary holiday accommodation and its contents,
- c) for any liability for bodily injury, loss or damage,
- to your employees or members of your family or household or to their property,
 - arising out of or in connection with your trade, profession or business, or assumed under contract, other than for temporary holiday accommodation, unless you would have been liable anyway,
 - arising out of the ownership, possession, use or occupation of land or buildings, other than temporary holiday accommodation,
 - arising out of the ownership, possession, or use of: motorised vehicles, yachts or motorised waterborne craft with an engine capacity in excess of 6 horsepower, airborne craft of any description, animals or firearms and weapons,
 - arising out of your criminal, malicious or deliberate acts.

If any incident occurs which is likely to result in a claim, you must immediately notify us in writing. Any correspondence and documentation you receive must immediately be sent, unanswered, to the loss adjuster. You may not discuss or negotiate your claim with any third party without the written consent of the loss adjuster. Failure to comply with any of the above may affect the assessment of your claim.

Please also refer to the General Exclusions and General Conditions at the end of this document.

SECTION 5

PERSONAL ACCIDENT

Specific definitions applying to this section

'Accident' means that you suffer bodily injury as a result of an accidental identifiable external cause.

'Permanent Total Disablement' means that twelve months after your accident you are unable to attend any business or occupation and at the end of which there is no hope of improvement.

'Loss of Limbs' means Physical Loss of a Hand or Foot or complete and permanent loss of use of Hand, Arm or Leg.

'Loss of Sight' means complete and permanent Loss of Sight in one or both eyes.

We will pay a benefit of the amount shown on the schedule if you have an accident whilst you are on your trip which within 12 months is the sole cause of your death, permanent total disablement, loss of sight or loss of a limb. For children aged 15 or under on the date of loss, the death benefit is reduced to £5000.

We will not pay any claim if you:

- travel against medical advice, or
- engage in manual work or labour.

Please also refer to the General Exclusions and General Conditions at the end of this document.

SECTION 6

MISSED DEPARTURE AND DELAYED ARRIVAL

We will pay up to the amount shown on the schedule for any one event, and in all following a series of events giving rise to a claim under this insurance, which declares itself during the period of insurance for necessary additional accommodation and travel expenses that you incur to reach your overseas destination or return to the United Kingdom if you arrive at your departure point too late to commence or continue your trip which was booked in the United Kingdom.

We will also pay for any reasonable travel and additional accommodation expenses (including meals except alcoholic drinks) in the event of delayed arrival at your final destination for any reason beyond your control.

We will not pay

- for a claim following an incident over which you had control, other than a road traffic accident involving a vehicle you were driving,
- for a claim caused by a strike if it had started or been announced before you bought this insurance or booked a trip,

Conditions It is a requirement of this insurance that you:

- obtain a written report from the carrier confirming the delay and the cause,
- obtain a written report if the vehicle in which you are travelling breaks down or is involved in an accident.

Please also refer to the General Exclusions and General Conditions at the end of this document.

SECTION 7

TRAVEL DELAY AND ABANDONMENT

We will pay the amount shown on the schedule for each complete 12 hour period of delay if your prebooked public transport is delayed due to strike, riot, civil commotion, accident, mechanical breakdown, bad weather or avalanche.

However, if after a 12 hour delay on your outward journey from the United Kingdom

or the Republic of Ireland you choose to cancel your trip, instead of a payment for delay, we will pay for the cost of the trip, up to the maximum claimable under Section 3, less any excess.

We will not pay

- the excess shown on page 2 for each and every loss,
- for a loss under this Section and Section 6 caused by the same event,
- for a loss caused by a strike if it had started or been announced before you bought this insurance or booked a trip,
- if you fail to check-in on time,
- if transport services are withdrawn as the result of a recommendation or instruction from the Civil Aviation Authority, Port Authority or similar body.

Condition It is a requirement of this insurance that you must be in attendance at the air, sea port or railway station and obtain a written report from the carrier confirming the delay and its reason.

Please refer to the General Exclusions and the General Conditions at the end of this document.

SECTION 8

TRAVEL PROVIDER FAILURE

DEFINITIONS

Where the following words and phrases appear in this section in italics they shall have the following meaning:

'Travel Provider' a supplier(s) of a component part(s) of a travel contract.

'Travel Contract' a contract with the actual supplier(s) of component parts of your trip as listed opposite.

'Insolvency'

- a petition has been presented to a court for the compulsory winding up of the travel provider,
- the travel provider convenes a meeting of its creditors informally or otherwise for the purpose of considering an arrangement with such Creditors pursuant to the provisions of Section 588 of the Companies Act 1985 (insolvency Act 1986) or any statutory modification of re-enactment thereof,
- a receiver is appointed over any of the property or assets of the travel provider,
- the travel provider stop payment of its debts or is unable to pay its debts within the meaning of Section 518 of the Companies Act 1985 or ceases to carry on its business as a result of being unable to pay its debts as they fall due.

'Net Ascertained Financial Loss' - what you can claim for

- loss of deposit(s) or money paid in advance and/or additional cost(s) incurred as a result of the cancellation or curtailment of any one component part or series of parts of the travel arrangements made by you in the United Kingdom with the travel provider
- additional costs reasonably incurred following curtailment of the trip to enable you to:
 - continue the trip, but limited to the same or similar standard of travel as enjoyed prior to the curtailment of the trip, or
 - return travel and accommodation costs to the United Kingdom, but limited to the same or similar standard of travel or accommodation as enjoyed prior to the curtailment of the trip.

We will pay up to the amount shown on the schedule to indemnify you in respect of your net ascertained financial loss sustained, arising from the cancellation or curtailment of any one component part or series of parts of travel arrangements arising solely from the insolvency of a travel provider(s) on which the performance of any one component part or series depends, and does not form part of an inclusive holiday.

Condition It is a condition of this insurance that if you make any statement or claim knowing this to be false or fraudulent this part of the certificate shall become null and void and any claim hereunder forfeited.

We will not pay claims

- for a loss which at the time of loss is insured or guaranteed elsewhere and for which a third party is liable or which can be recovered by other legal means,
- for any loss sustained by you where insurance was affected after the date of insolvency of the travel provider,
- insolvency of any travel agent, tour organiser, booking agent or consolidator with whom you have booked travel or accommodation,
- for a loss which at the time of taking out this insurance or when booking travel you are or were aware of any circumstances which could reasonably be expected to give rise to a claim.

TRAVEL PROVIDERS

These include:

Scheduled Airlines	Hotels
Car Ferries	Railway Journeys including the Eurostar

Coach journeys	Cruises not bonded
Car Hire	Caravan sites / campsites / mobile homes
Camper rental	Safaris
Excursions	Theme Parks such as Disneyland Paris
Eurotunnel	Villa's abroad and cottages in the <i>United Kingdom</i>

Please also refer to the General Exclusions and General Conditions at the end of this document.

- a) you at all times exercise reasonable care in the supervision of your money,
- b) in the event of the loss or theft of *personal money* the loss must be reported to the police immediately, but no later than 48 hours after discovery, and a written report is obtained,
- c) *personal money* left in your accommodation must be left in a locked safe or if not available must be kept out of sight.

Please also refer to the General Exclusions and General Conditions at the end of this document

SECTION 9

PERSONAL EFFECTS

We will pay up to the amount shown on the schedule for any one event and in all following a series of events giving rise to a claim under this insurance which declares itself during the period of insurance for loss or theft of, or damage to, *your personal effects* and *valuables*, after making proper allowance for wear, tear and depreciation.

We will also pay for loss or theft of travellers cheques, postal orders, travel tickets and accommodation vouchers, driving licence (not ski pass – see section 19) including any reasonable additional costs in obtaining replacements.

We will also pay up to the amount shown on the schedule towards the cost of buying essential *personal effects* if your baggage is delayed or lost on the outward journey for more than 12 hours. If your baggage is permanently lost, any amount payable will be deducted from the total claim.

We will not pay

- a) the excess shown on page 2 for each and every loss, except for baggage delay,
- b) for any loss where you have unreasonably left any *personal effects* unattended,
- c) for breakage of fragile articles unless caused by fire or by an accident to the aeroplane, ship or vehicle in which they are being carried,
- d) for loss or theft of, or damage to:
 - bicycles, motor vehicles, trailers, caravans, waterborne craft and their fittings, sports equipment whilst in use (other than ski boots), contact lenses, non-prescription sunglasses, antiques, computers, mobile telephones and electronic equipment (other than audio equipment including one MP3 player (iPod) and the like, including associated equipment to any of the above e.g. wires, cases, USB plugs and the like, providing you hold receipt(s) for these items),
- e) for any loss or damage caused by moth or vermin, any process of cleaning, repairing or restoration, leakage of powder or fluid from containers carried in your baggage, electrical derangement, wear and tear, denting or scratching,
- f) for any *personal effects* which are detained, seized or confiscated by customs or other officials.

Conditions It is a requirement of this insurance that:

- a) you at all times exercise reasonable care in the supervision of your property,
- b) if your baggage is lost, delayed or damaged in transit, you must notify the Carrier immediately and obtain a Carriers Report (which, in the case of an airline, is a Property Irregularity Report),
- c) in the event of loss or theft of *valuables*, accommodation vouchers, travel tickets and any item valued over £100, this is reported to the police immediately, but no later than 48 hours after discovery, and a written report is obtained,
- d) all *valuables* are carried on your person or in hand luggage whilst travelling (ie, not in luggage placed in the hold of an aircraft, ship, train or an *unattended motor vehicle*).

Please note:

There is a limit for any one single article which applies to all personal effects including valuables. There is an overall limit for all valuables. These limits, as well as the overall limit, may be increased at an additional premium - please call MPI Brokers on 0845 180 0065.

Please also refer to the General Exclusions and General Conditions at the end of this document.

SECTION 10

PERSONAL MONEY

We will pay up to the amount shown on the schedule for any one event, and in all following a series of events giving rise to a claim under this insurance, which declares itself during the period of insurance for loss or theft of *personal money*.

We will not pay

- a) the excess shown on page 2 for each and every loss,
- b) for loss or theft from an *unattended motor vehicle* nor from unaccompanied baggage whilst in transit,
- c) for any loss where you have unreasonably left money unattended,
- d) for any loss or damage caused by moth or vermin or any process of cleaning, repairing or restoring or leakage of powder or fluid from containers carried in your baggage.

Conditions It is a requirement of this insurance that:

SECTION 11

This section is managed by Lexceteras Limited.

LEGAL EXPENSES

We will pay up to the amount shown on the schedule for your legal costs and expenses incurred to claim for compensation or damages if you are injured or die during the period of your trip.

- a) any fees and disbursements reasonably incurred by your legal representatives in connection with any claim or legal proceedings, including costs and expenses of expert witnesses, and costs incurred by us in connection with any such claims or legal proceedings,
- b) any costs payable by you following an award of costs by any court or tribunal, and any costs payable following an out of court settlement made in connection with any claim or legal proceedings,
- c) any fees, expenses, and other disbursements reasonably incurred in appealing or resisting an appeal against the judgement of a court, tribunal, or arbitrator.

We will also pay the costs of presenting information and evidence required to establish the prospects of your case being successful, provided your claim is subsequently admitted. If your claim is not admitted these costs will be your responsibility.

We will not pay

- a) costs incurred in the pursuit of any claim against Lexceteras Limited, Michael Pettifer Insurance Brokers Ltd., the issuing agent, the Claims Company, the Assistance Company, or us,
- b) legal expenses incurred either prior to the granting of support by us or without written consent,
- c) any claim reported to us more than 180 days after the commencement of the incident giving rise to the claim,
- d) any claim where we think that the costs and expenses will be greater than any award or if we think an action is unlikely to succeed,
- e) any legal costs awarded as a personal penalty against you or your legal advisor,
- f) costs for legal proceedings if your affairs are in the hands of any insolvency practitioner.

Conditions It is a requirement of this insurance that:

- a) we shall have control over the legal proceedings and the selection, appointment and control of a solicitor. If you are dissatisfied with our chosen solicitor, we may agree to accept a solicitor of your choice provided we are satisfied that the solicitor you have chosen is competent to handle your claim. If we cannot agree on a suitable solicitor with you, we will ask the Law Society or Bar Council (or similar organisation abroad) to choose a solicitor.
- b) You must:
 - (i) repay the costs we have incurred if you or your legal adviser receive any costs,
 - (ii) notify us immediately you or your legal adviser receive an offer to settle your claim or if a payment into court is made,
 - (iii) send us all bills for legal costs rendered by the legal adviser immediately they are received,
 - (iv) take all reasonable steps to keep any costs as low as possible,
 - (v) act in accordance with the pre-action procedures and court rules currently in force and maintain reasonable conduct in proportion to the claim being made,
 - (vi) consider all reasonable approaches to settle the dispute without court proceedings including the use of Alternative Resolution Facilities such as mediation,
 - (vii) repay all legal costs we have paid or incurred during a claim if you withdraw from a claim without our agreement,
 - (viii) not withdraw instructions from your legal adviser without our prior consent,
 - (ix) not conduct your claim in a manner different from that advised by the legal adviser,
- c) any claim made in the United States of America or Canada will follow the contingency fees system operating in North America.

Please also refer to the General Exclusions and General Conditions at the end of this document.

SECTION 12

PASSPORT AND VISA INDEMNITY

We will pay up to the amount shown on the schedule for any one event, and in all

following a series of events giving rise to a claim under this insurance, which declares itself during the period of insurance for loss or theft of *your* passport and visa as follows:

- travel and accommodation costs to obtain a replacement, and
- the cost of a replacement.

Provided these costs are incurred whilst on *your trip* or within two months of *your* return.

We will not pay

- for any cost incurred following the loss or theft of *your* passport and visa from an *unattended motor vehicle* other than in a locked glove compartment, nor from unaccompanied baggage whilst in transit,
- for any costs incurred where *you* have unreasonably left *your* passport and visa unattended.

Conditions It is a requirement of this insurance that:

- in the event of loss or theft of *your* passport and visa this is reported to the police within 48 hours of discovery and a written report obtained,
- your* passport and visa left in *your* accommodation must be kept in a locked safe or, if not available, must be kept out of sight.

Please also refer to the General Exclusions and General Conditions at the end of this document.

SECTION 13

INCONVENIENCE EXPENSES

We will pay up to the amount shown on the schedule for necessary additional costs incurred for car parking, domestic animal care (including horses and ponies), house-sitters and childcare (including temporary boarding fees), if *your* return to the *United Kingdom* or the Republic of Ireland is delayed for reasons beyond *your* control.

We will also pay the additional cost of providing a driver to return *your* car to *your* home address from a *United Kingdom* or the Republic of Ireland departure point should *you* be unable (as certified by *your* doctor) to collect and drive the vehicle yourself.

Please also refer to the General Exclusions and General Conditions at the end of this document.

SECTION 14

HIJACK

We will pay up to the amount shown on the schedule for each 24 hours duration in the event that the aircraft, sea vessel, bus or coach in which *you* are travelling as a fare paying passenger is hijacked.

Please also refer to the General Exclusions and General Conditions at the end of this document.

SECTION 15

GOLF EQUIPMENT

We will pay up to the amount shown on the schedule for any one event and in all following a series of events, giving rise to a claim under this insurance, which declares itself during the period of insurance, for loss or, theft of, or damage to, *your Golf Equipment*.

We will also pay up to the amount shown on the schedule towards the cost of hiring alternative *Golf Equipment* if *yours* is delayed or lost on *your* outward trip for more than 12 hours. If *your Golf Equipment* is permanently lost, any amount payable will be deducted from the total claim.

We will not pay

- the excess shown on page 2 for each and every loss,
- for any loss where *you* have unreasonably left any *Golf Equipment* unattended.
- for any *golf equipment* which is detained, seized or confiscated by customs or other officials.

Conditions It is a requirement of this insurance that:

- you* at all times exercise reasonable care in the supervision of *your* property,
- if *your golf equipment* is lost, delayed or damaged in transit, *you* must notify the Carrier immediately and obtain a Carriers Report (which, in the case of an airline, is a Property Irregularity Report),
- in the event of loss or theft of *golf equipment*, this is reported to the police immediately, but no later than 48 hours after discovery, and a written report is obtained.

Please also refer to the General Exclusions and General Conditions at the end of this document.

SECTION 16

GREEN FEES

We will pay up to the amount shown on the schedule for loss of use of green fees if *you* are unable to play in the event of delayed arrival at *your* final destination for any reason beyond *your* control.

Please also refer to the General Exclusions and General Conditions at the end of this document

SECTION 17

HOLE-IN-ONE

We will pay up to the amount shown on the schedule if *you* score a 'hole-in-one'.

You must submit *your* score card, signed by *you* and a witness.

Please refer to the General Exclusions and the General Conditions at the end of this document.

SECTION 18

WINTERSPORTS EQUIPMENT AND OTHER EXPENSES

We will pay up to the amount shown on the schedule for any one event, and in all, following a series of events giving rise to a claim under this insurance, which declares itself during the period of insurance for loss, theft, specific accidental breakage or damage to or of:-

- your* skis, snowboards, sticks and bindings, up to the maximum of the amount shown on the schedule, based on the following formula:-
Age of Equipment up to (years) 1 2 3 4 5 over 5
Proportion of new purchase price of the same or similar equipment 85% 65% 45% 30% 20% 5%
- ski equipment* hired by *you* and for which *you* are legally responsible, up to the amount shown on the schedule.

We will also pay for the cost of hiring *ski equipment* if *yours* is delayed in transit, or following an insured loss under this section.

We will not pay

- the excess shown on page 2 for each and every loss except for delay of *your ski equipment*,
- for loss or damage caused by any process of cleaning, repairing or restoring,
- for any *ski equipment* which is detained, seized or confiscated by customs or other officials.

Conditions It is a requirement of this insurance that:

- you* at all times exercise reasonable care in the supervision of *your* ski equipment,
- if *your ski equipment* is lost, delayed or damaged in transit, *you* must notify the Carrier immediately and obtain a Carriers Report (which, in the case of an airline, is a Property Irregularity Report),
- in the event of loss or theft of *ski equipment*, this is reported to the police immediately, but no later than 48 hours after discovery, and a written report is obtained.

Please also refer to the General Exclusions and General Conditions at the end of this document.

SECTION 19

SKI PACK

We will pay up to the amount shown on the schedule and in all following an event giving rise to a claim under this insurance which declares itself during the period of insurance for the value of any unused ski pass, ski hire, or tuition or guiding fees in the event of loss or theft of *your* ski pass or *you* being unable to ski following an accident or illness, as confirmed in writing by a local doctor.

We will not pay

- for loss or theft of a ski pass not reported to the lift company immediately,
- for a loss caused by a strike if it had started or been announced before *you* bought this insurance.

Please also refer to the General Exclusions and General Conditions at the end of this document.

SECTION 20

PISTE CLOSURE

Valid for the period 1st June to 15th October in the Southern Hemisphere.

Valid for the period 15th December to 15th April in the Northern Hemisphere.

We will pay

- up to the amount shown on the schedule per day to enable *you* to travel to an alternative resort and any additional cost of ski passes or,
- the full amount shown on the schedule per day if *you* are unable to travel to another resort,

due to lack of snow, strike, power failure, or adverse weather, if *you* are unable to ski in *your* pre-booked resort for a complete day or more, provided that no strike or power failure had started or been announced before *you* bought this insurance or booked a trip.

Please also refer to the General Exclusions and General Conditions at the end of this document.

SPECIFIC EXCLUSION

Applicable to the Emergency Medical Expenses, Personal Accident, Cancellation or Curtailment, and Hospital Benefit sections

We will not pay claim(s) arising out of riding a Motorcycle or Quad Bike as a driver or pillion unless:

- a) you are wearing a crash helmet, and
- b) the driver holds a valid driving licence to ride in the country you are visiting,
- c) the engine capacity of the Motorcycle or Quad Bike is under 125cc, other than for cancellation claims.

N.B. Using a Motorcycle, Quad Bike or Ski-Doo amongst other motorised vehicles is excluded under the Personal Liability section.

GENERAL EXCLUSIONS

Applicable to all sections

We will not pay claims arising out of:

- a) loss, damage, cost or expense directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation, or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
- b) loss, damage, cost or expense directly or indirectly occasioned by an act of terrorism, which shall mean an act, including but not limited to the use of force or violence and/or threat by any person or group(s) of person(s) whether they are acting alone or on behalf of or in conjunction with any organisation(s) or government(s) committed for political, religious, ideological or similar purpose including the intention to influence any government and/or to put the public, or any section of the public at fear.

The Exclusions a) and b) shall not apply to the Emergency Medical Expenses, Hospital Benefit and Personal Accident sections, provided you have not participated in, or conspired in, such activities, and provided it does not involve the use, or release, or any threat to do so of any nuclear weapon, or any chemical or biological agents.

However, provided that in the event of benefit being payable, the maximum payable in respect of any one claim, or series of claims, arising from a single act of terrorism (as defined above), occurring within a continuous 72 hour period, is £2,500,000 in total.

The Exclusions a) and b) apply regardless of any other cause or event or sequence of events or action taken in controlling, preventing or suppressing any event described. If any portion of these Exclusions is found to be invalid or unenforceable the remainder will remain in force.

Also, we will not pay for any loss, damage, i.e. cost or expense of any nature that results from, or is in connection with anything mentioned in General Exclusions a) and b) above regardless of any other cause or event, or sequence of events, or any action taken in controlling, preventing, or suppressing anything mentioned in a) or b) above.

You are responsible for proving why General Exclusions a) and b) in whole or in part should not be applied. If any part of these two Exclusions is found to be invalid, or unenforceable, the remainder of them will remain in force.

- c) loss or destruction of/or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss, or any legal liability of whatsoever nature, directly or indirectly caused by or contributed to by or arising from:
 - (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
 - (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof,
- d) loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds,
- e) failure of any computer hardware or software or other electrical equipment to recognise or process any date as the true calendar date. This does not apply to the Emergency Medical Expenses, Hospital Benefit and Personal Accident sections,
- f) you travelling in an aircraft other than as a fare paying passenger in a fully licensed passenger carrying aircraft and for no other purpose,
- g) your suicide or attempted suicide or your deliberate exposure to unnecessary danger (except in an attempt to save human life),
- h) your sexually transmitted diseases, you being under the influence of alcohol (this exclusion shall only apply where it can be proven that the event giving rise to a claim was directly caused by you being under the influence of excess alcohol) or drugs or from Human Immune deficiency Virus (HIV) and/or Acquired Immune Deficiency Syndrome (AIDS) and/or any HIV or AIDS related illness,
- i) scuba diving if you book or plan this before you go on your trip. This exclusion may be waived if you pay the appropriate additional premium. However, under no circumstances will we pay for a claim if you are:
 - (i) inexperienced and not accompanied by a properly qualified instructor or,

- (ii) diving to a greater depth than 30 metres or,
- (iii) diving alone,
- j) mountaineering usually requiring the use of guides and ropes, or potholing or heli-skiing if pre-booked other than pre-booked heli-skiing day trips,
- k) wintersports and racing of any kind,
- l) parapenting, other than that which is not booked or planned before you go on your trip and then only if with a recognised school on a trial basis,
- m) any loss, death, injury or sickness of yours resulting from you taking part in civil commotions or riots of any kind,
- n) any loss of any kind, except as may be specifically provided for in this insurance,
- o) the breaking of or failure to comply with any law whatsoever,
- p) you holding another policy of insurance covering the event giving rise to a claim (see General Condition 5),
- q) you being aware of any circumstance(s) which could reasonably have been expected to give rise to a claim at the time of purchasing or taking out this insurance.
- r) failure to comply with any Conditions within this insurance policy.
- s) failure to comply with the clause headed 'TRAVEL WARNING' on page 3.

GENERAL CONDITIONS

1. You must contact the Assistance Company immediately if you are admitted to hospital as an in-patient, or if you have medical treatment which is likely to cost more than £500 (or its equivalent in local currency) If this is not possible you must notify the Assistance Company as soon as possible. Failure to do so may affect the assessment of your claim.
2. You must wherever possible use medical facilities which entitle you to the benefits of any reciprocal health agreements, such as the European Health Insurance Card (EHIC) in Europe (including Switzerland) and you must register on arrival in Australia with Medicare.
3. All material facts must be disclosed to us. Failure to do so may affect your rights under this Insurance. A material fact is a fact which is likely to influence us in the acceptance of the Insurance. If you are in any doubt as to whether a fact is 'material' then, for your own protection, you should tell us.
4. Should you incur a loss and wish to make a claim under this policy, you must file a claim with our representative, Claims International Ltd on a MPI Brokers claim form. These are available on our website www.mpibrokers.com with instructions on completion. You must supply full details of all circumstances and any other information, documents and original receipts they may reasonably require at your expense, and be able to prove your loss if so requested.
5. You must advise us of any other insurance policy you hold which may provide cover in respect of any event for which you are claiming (see exclusion p). We may take action in your name but at our expense to recover for our benefit the amount of any payment made under this insurance and you must act as if uninsured and assist us to obtain or pursue a recovery from any third party and/or other insurers (including the Pension Service for EHIC claims).
6. You must pay us back within 1 month of demand any amounts that we have paid on your behalf which are not covered, or it transpires you were not insured under this insurance.
7. You must take all reasonable steps to avoid or minimise any loss which might result in you making a claim under this Insurance.
8. We may at our option discharge any liability under this insurance by replacing or repairing any article or articles lost or damaged.
9. You must comply with all the terms, provisions, conditions and endorsements of this Insurance. Failure to do so may affect the assessment of your claim.
10. A person or company who is not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

APPLICABLE LAW

The parties are free to choose the law applicable to this Insurance contract. Unless specifically agreed to the contrary this insurance shall be subject to English Law.

DATA PROTECTION ACT

All personal data provided is protected under the Data Protection Act 1998.

Such data will not be passed to third parties, other than where necessary for the completion of this insurance, to the insurance company, the Broker and their agents. Your details will not be passed to any other company for marketing or advertising purposes unless we specifically ask you.

If you make a claim under the policy, you will be requested to provide personal details to us or our agents, including some which may be 'sensitive' under the Act. You will be asked to sign a specific declaration when claiming, consenting to the processing and use of this data as necessary by the insurance company, the Broker and their agents, and within the controls of the Data Protection Act.

FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

We are covered by the FSCS. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Further information about the compensation scheme arrangements is available from FSCS at www.fscs.org.uk or tel 020 7892 7300.

CODE OF PRACTICE

We wish to draw your attention to some important features of your insurance including:

1. Insurance Document. You should read this carefully. It gives full details of what is and is not covered and the conditions of the cover.
2. Conditions and Exclusions. Specific Conditions and Exclusions apply to individual Sections of your insurance, whilst General Exclusions and Conditions will apply to the whole of your insurance. Where we have asked for you to provide certain documents, failure to do so may affect the process and assessment of your claim.
3. Health. This insurance contains restrictions regarding pre-existing medical problems concerning the health of the people travelling and of other people upon whose health the trip depends. You are advised to read this document carefully.
4. Property Claims. These claims are paid based on the value of the goods at the time you lose them and not on a 'new for old' or replacement cost basis.
5. Limits. This insurance has limits on the amount we will pay under each Section. Some Sections also include other specific limits, for example, for any one item or for valuables in total.
6. Excesses. Under some sections of this insurance, claims will be subject to an excess. This means you will be responsible for paying the first part of the claim. The excesses apply separately to each person claiming.
7. Reasonable Care. You need to take all reasonable care to protect yourself and your property, as you would if you were not insured.
8. Date Change Exclusion. Changes in dates, could see widespread failures of computer and other systems containing computer chips, which depend on date-related information in order to work properly. This insurance excludes anything directly or indirectly caused by the failure of any computer hardware or software or any other electrical equipment to recognise or process any date as the true calendar date.
9. Customer Service. We always try to provide a high level of service. However, if you think we have not lived up to your expectations, please refer to the wording which outlines our Complaints Procedure.
10. Cooling-off Period. This insurance contains a 14 day 'cooling off period' during which time you may return it and obtain a refund if you have a justifiable reason

for being dissatisfied with the cover, provided you have not commenced travel, nor had a loss which is likely to result in a claim. There will be a set charge of £25.00.

11. Fraudulent Claims. It is a criminal offence to make a fraudulent claim and this insurance shall be null and void.

CANCELLATION AND AMENDMENT

If you wish to cancel this insurance, this may be considered. Please see clause 10 above.

If you wish to extend cover for any reason, the premium will be the difference between the period taken out and the 'new' period, plus 15%.

If you wish to reduce your cover, e.g. from Worldwide to Europe or 12 months to 9 months, the premium will be set at the new rate plus 15%.

COMPLAINTS PROCEDURE

Any complaint you may have regarding our service or this insurance, must, in the first instance, be addressed to:

The Managing Director, MPI Brokers, West House, West Street, Haslemere, Surrey, GU27 2AB Telephone: 01428 664265.

If you are not satisfied with the answer to your complaint, you may write to:

The Managing Director, Optimum Underwriting Limited, 19 Bartlett Street, South Croydon CR2 6TB

or, for Legal Expenses,

The Managing Director, Lexceteras Limited, Minerva House, Holbeach Technology Park, Park Road, Lincolnshire PE12 7PT.

or, for Travel Provider Failure,

The Managing Director, International Passenger Protection Limited, IPP House, 22-26 Station Road, West Wickham, Kent BR4 0BR.

FOR ALL SECTIONS

If you are still not satisfied with the answer to your complaint, you may write to:

The Chief Executive, Groupama Insurance Company Limited, 6th Floor, One America Square, London EC3N 2LU.

If you are still not satisfied, you have the right to refer any dispute to: The Financial Ombudsman Service, South Quay Plaza 2, 183 Marsh Wall, London E14 9SR.

Please follow the above procedure in order. It will not help your complaint if you try to accelerate the process.

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