



Seasonnaires Insurance

W I N T E R S P O R T S A N D T R A V E L I N S U R A N C E

for Tour Operators Overseas Resort Staff

Winter Season 2009/10

Summer Season 2010

Special Note

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.

Where staff are employed for the 'summer season' this insurance excludes wintersports activities and the wintersports sections 6 (other than 6c) and 7, and General Exclusion k shall read:-

k) wintersports and racing of any kind.

All other terms and conditions remain unaltered.

WINTERSPORTS AND TRAVEL INSURANCE

**Specially arranged
for
Overseas Resort Staff
by
MPI Brokers**



We recommend that you read this document and in particular the Code of Practice on page 6 and take this document with you on your trip.

This insurance is underwritten by Optimum Underwriting Ltd., Bales Court, Barrington Road, Dorking, Surrey RH4 3EJ as Underwriting Agents for 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is evidence that you are insured in accordance with the authorisation granted under Master Policy No. OPT/09/01/179 **(do not quote this number if making a claim, only the reference below)**. Groupama Insurance Company Ltd is hereby bound to insure in accordance with the terms and conditions contained herein or endorsed hereon and provided you are employed to work overseas and your name is placed on a register of those insured showing which parts and additional parts attach to you, which is available for inspection at the offices of your employer (the company), each person listed is separately and individually insured, for the period shown on the register. MPI Brokers is a trading name of Michael Pettifer Insurance Brokers Ltd. All the above companies are authorised and regulated by the Financial Services Authority.

SCHEDULE OF SECTIONS AND SUMS INSURED			
	Sections	Sums Insured	Excesses
Part A			
1	Emergency Medical Expenses Physiotherapy/Chiropractor	£5,000,000 up to 5 sessions	£100
2	Personal Liability	£2,000,000	£250
Part B			
Extensions to Section 1			
	Excess reduced to £50		£50
	Follow up Non Emergency Medical treatment Physiotherapy/Chiropractor in resort Physiotherapy/Chiropractor in UK	£5,000 up to 5 sessions £500	Nil
3	Personal Accident	£20,000	Nil
4	Personal Effects (Single article limit) (Valuables limit)	£1,500 (£175) (£275)	£65
5	Personal Money	£150	£65
6	Ski and 'Summer' sports Equipment	£1,500	£65
7	Ski Pass	£650	£65
8	Bereavement Travel Costs Europe Worldwide	£500 £1,000	Nil
9	Hospital Benefit (per night)	£350 (£30)	Nil
10	Legal Expenses	£30,000	Nil
11	Loss of Passport	£300	Nil
12	Missed Departure Europe Worldwide	£300 £600	Nil
Part C			
13	Additional Personal Effects - Laptops etc. (Single article limit)	£1,500 (£800)	£65

PERIOD OF INSURANCE

This insurance is valid for the dates shown on the register held by your company provided it is for the Winter season 2009/10, or Summer 2010.

Cover starts when you leave your home or place of business in the United Kingdom or Europe or the rest of the world provided you or your company have paid the additional premium, whichever is the later at the start of your trip and finishes immediately you return to your home or place of business, whichever is the earlier, for any reason and or if your employment is terminated except, in respect of Parts B and C where cover shall remain in place until your return home or 15/05/2010 for those who are insured for winter sports and 31/10/10 for those who are insured for the 'Summer' period.

If your return trip is unavoidably delayed for any reason beyond your control, other than under the instructions of your company, cover will be extended free of charge for the period of the delay.

MATERIAL FACTS

Insurance contracts are contracts based on the principle of utmost good faith which means if at the time of taking out or acquiring 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 judgment 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 01428 664 265 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 claim. The excesses are as shown opposite and apply to each insured.

If you have selected or been provided with Part B the emergency medical excess is reduced to £50.

The excess under Section 2, Personal Liability, applies to damage to accommodation and its contents.

HEALTH NOTICE

This insurance contains certain exclusions and conditions about the state of health of all persons covered by this insurance, their relatives and close business associates. Please read Section 1 Emergency Medical Expenses of this document carefully, 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 0062.

OFF PISTE

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.

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 medical assistance company and your resort manager immediately. Their telephone number is:-

+44 (0)845 180 0061

and please quote ref. no.

507 - MP015/09

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, countersigned by your Resort Manager and forwarded to the address shown on the form, or you may phone us on 01428 664 265 and we will send you a copy.

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 rescuers.

TRAVELLERS TIPS

1 Always abide by the Skiers Code which is issued by the International Ski Federation (www.fis-ski.com).

- 2 Never leave *your* belongings unattended or with strangers, especially at airports or in vehicles. Split skis wherever possible.
- 3 Leave in plenty of time to get to the airport/port by the stated check-in time.
- 4 If *you* are taking valuable items such as jewellery or camcorders, *you* should insure them under an All Risks section of *your* household contents insurance.
- 5 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.
- 6 If *you* are taking regular medication, take enough with *you* to last for the first month. *You* should also take an extra supply which should be packed separately in case *you* lose *your* first supply. Any subsequent prescriptions are not covered by this insurance.
- 7 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.
- 8 Check *your* baggage for damage each time *you* reclaim it.
- 9 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.
- 10 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.
- 11 Make sure all passports, visas, vaccinations and health requirements are up to date, and be sure to take all necessary documents with *you*.
- 12 In order to keep claims to a minimum, and premiums down in the future, please act as if uninsured (see condition 5).

Terms, Conditions and Exclusions

DEFINITIONS

Wherever the following words and phrases appear in this policy in italics, they will always have these meanings.

Where words in this policy 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.

'EHIC' means European Health Insurance Card.

'Personal Effects' means personal belongings owned or borrowed by *you*, travellers cheques, travel tickets, accommodation vouchers.

'Personal Money' means banknotes, coins and postal orders.

'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 the period for which *you* are employed whilst abroad, or in respect of

Part B and C, until expiry.

'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, Channel Islands or the Isle of Man.

'Valuables' means avalanche transceivers, prescription glasses, prescription sunglasses, telescopes and binoculars, jewellery, watches, 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.

'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 employed by the company for whom the premium has been paid. Each person is separately insured.

'Company' means *your* employer.

TERRITORIAL LIMITS

This insurance applies to the country in which *you* have been employed to work including travelling to and from the place of work.

PART A

All staff are insured under this Part whilst employed by the company.

SECTION 1

EMERGENCY MEDICAL, REPATRIATION AND ASSOCIATED 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 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 and essential other than physiotherapy/chiropractor (see g) below) by the local treating doctor and cannot wait *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 cost of repatriation to the *United Kingdom* or *your* usual country of residence within Europe, or worldwide provided *you* or *your* company have paid the additional premium, and 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, or *you* are unable to continue working due to *your* medical condition if advised by the local treating doctor and accepted by *your* company, or, *you* are unlikely to, or do not return to, *your* role within the sick leave period shown in *your* contract of employment,
- c) *your* rescue by whatever means considered necessary by the rescue services,
- 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) one companion's additional bed and breakfast accommodation if it is medically necessary for them to remain with *you* and accompany *you* to *your* home or hospital or,
(ii) one *relative* or friend to travel from or within their usual country of residence if it is medically necessary for them to travel 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 the *United Kingdom* or *your* usual country of residence,
- g) up to five sessions of physiotherapy/chiropractor which is considered medically necessary and essential by the local treating doctor (note: a further five

sessions is available under Part B)

We will not pay

- a) the excess shown on page 1 for each and every loss.
 - b) claim(s) if at the time of accepting employment with *your* company *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 six months prior to accepting employment,
 - (iii) have been taking continuous medication and have had a change in medication or increase in dosage in the last six months prior to accepting employment 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,
- 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 0062.
- c) any claim(s) if *you*:
 - (i) travel against medical advice, or
 - (ii) become ill or suffer a deterioration in a medical condition after accepting employment and fail to obtain medical approval on *your* fitness to travel and work,
 - d) claim(s) if *you* travel with the intention of receiving medical treatment, or for the cost of continuing medication,
 - e) for treatment or surgery:
 - (i) in the *United Kingdom* or *your* usual country of residence or which is not immediately necessary and can wait until *you* return home, or carried out or continuing to be carried out more than 12 months 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) arising out of pregnancy or childbirth,
 - f) for the additional cost of single or private room accommodation, unless it is medically necessary or if nothing else is available.

Conditions It is a requirement of this insurance that:

- a) *you* contact the Assistance Company as soon as practically possible 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). Failure to do so may affect your claim.

- b) wherever possible you must use medical facilities which entitle you to the benefits of any reciprocal health agreements, such as EHC in Europe and Medicare in Australia.

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

SECTION 2

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 during the period of insurance you cause:

- a) accidental bodily injury to any person other than that insured under section 2 (Part B) or,
- b) accidental loss or damage to someone else's property.

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 accommodation and its contents where you are staying not owned by you or a member of your family,
- b) the first £100 of each claim in respect of accommodation in which you are staying and its contents,
- c) for any liability for bodily injury, loss or damage,
 - (i) to your employees or members of your family or household or to their property,
 - (ii) arising out of or in connection with your trade, profession or business, or assumed under contract, unless you would have been liable anyway,
 - (iii) arising out of the ownership, possession, use or occupation of land or buildings other than accommodation in which you are staying,
 - (iv) 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,
 - (v) arising out of your criminal, malicious or deliberate acts.

Condition It is a requirement of this insurance that if any incident occurs which is likely to result in a claim, you must download and complete a Statement of Facts form from the MPI website (url <http://www.mpibrokers.com/resort/personalliability.php>) and call MPI on 01428 664 265 immediately but no later than 48 hours after the time of the incident. Any correspondence and documentation you receive must immediately be sent, unanswered, to us. You must not discuss or negotiate your claim with any third party without written consent from us. Failure to comply with any of the above may affect your claim.

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

PART B

This Part is effective provided it is provided by your company as part of your employment package or, you have paid the appropriate premium to your company and your name has been placed on the MPI insurance register.

SECTION 1 (ADDITIONAL)

MEDICAL

The excess is reduced to £50 for each and every loss.

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 that declares itself during the period of insurance for necessary, essential and reasonable costs incurred as a result of your actual bodily injury or sickness during your trip which was the subject of a valid claim under Part A or would have been but for the excess in respect of:

- a) medical treatment other than physiotherapy/chiropractor (see b) below) which is considered medically essential by the local treating doctor including the cost of medication and drugs in addition to emergency treatment covered under Part A.
- b) up to five sessions of physiotherapy/chiropractor which is considered medically necessary and essential by the local treating doctor in addition to the five sessions covered under Part A.

We will also pay up to the amount shown on the schedule for the cost of Physiotherapy or Chiropractor treatment in the United Kingdom or your usual country of residence following an injury abroad which your doctor has recommended

as medically necessary and is not available within a reasonable period on the NHS or equivalent in your usual country of residence.

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

SECTION 2 (ADDITIONAL)

The insurance under Section 2 (Part A) is extended to include accidental bodily injury when you are in charge of children (baby sitting) for a temporary period of no more than 8 hours any one time not forming part of your employment nor involving skiing, Please refer to the General Exclusions and General Conditions at the end of this document.

SECTION 3

PERSONAL ACCIDENT

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. The total amount we will pay under this section is the total sum insured (see page 1).

'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.

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

SECTION 4

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, other than items covered under Part C (section 9), in which the singular shall mean the plural, and valuables, after making proper allowance for wear, tear and depreciation.

We will also pay reasonable additional costs in obtaining replacement travellers cheques, postal orders, travel tickets and accommodation vouchers.

We will not pay

- a) the excess shown on page 1 for each and every loss,
- 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:
 - motor vehicles, trailers, caravans, waterborne craft and their fittings of any kind, watersports and wintersports equipment (other than ski boots), sports equipment (other than that insured under Section 6 c) whilst in use, contact lenses, non-prescription sunglasses, mobile telephone(s), or antiques, or any items insurable under Sections 6 and 13,
- e) 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,
- 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) you obtain a Property Irregularity Report from the airline if your baggage is lost, delayed or damaged in transit before you leave the airport,
- c) in the event of loss or theft under this section where the amount is likely to exceed £100, the loss is reported to the police immediately, but no later than within 48 hours of the 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 refer to the General Exclusions and General Conditions at the end of this document.

SECTION 5

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 1 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:

- a) in the event of the loss or theft of *personal money* the loss must be reported to the police immediately, but no later than within 48 hours of discovery and a written report is obtained,
- b) *personal money* left in your accommodation must be left in a locked safe, or if not available, must be out of sight.

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

SECTION 6

WINTERSPORTS AND 'SUMMER' SPORTS 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:-

- a) 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%

- b) *ski equipment* hired by you and for which you are legally responsible, up to the amount shown on the schedule and in all.

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.

- c) one:- bicycle, mountain bike, sports racket or bat, set of golf equipment, set of snorkelling equipment, surf board, windsurfer, skate board, kites, set of water-skis, wake board, based on the formula in a) above,

We will not pay

- a) the excess shown on page 1 for each and every loss, except for delay of your ski or sports equipment.
- b) for loss or damage
 - (i) caused by any process of cleaning, repairing or restoring or
 - (ii) to ski or sports equipment in transit unless reported to the carrier and a written acknowledgement is obtained.
- c) for theft of ski or sports equipment or *ski equipment* not reported to the police immediately but not later than 48 hours of discovery and a written report obtained within 48 hours.

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

SECTION 7

SKI PASS

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 following loss or theft of your ski pass or loss of use due to you returning home early following your injury or illness.

We will also pay pro-rata for the loss of use of a ski pass for which you have paid a proportion and is not recoverable from your *company* following injury or sickness which results in the termination of your employment.

We will not pay

- a) the excess shown on page 1 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 your ski pass 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.

Condition It is a requirement of this insurance that in the event of the loss or theft of your ski pass the loss must be reported to your Resort Manager and to the police immediately, but no later than within 48 hours of discovery and a written report is obtained,

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

SECTION 8

BEREAVEMENT TRAVEL COSTS

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 your travel costs to return home and back to your resort if, whilst you are abroad, a *relative* dies or it is recommended by a *relative's* treating doctor that your presence is urgently required.

This provision only applies to:

- a) travel to and from the *United Kingdom* or within Europe, or
- b) worldwide provided the appropriate additional premium has been paid and that this is recorded on the *company's* insurance register,
- c) the sickness or death of a *relative* if it is sudden and unexpected.

Condition It is a requirement of this insurance that you make every effort to obtain economy return flights at the lowest cost yourself or through your *company*. The assistance company will only accept an instruction to help where all other possibilities have been exhausted.

SECTION 9

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* or your usual country of residence.

Please refer to the exclusions and conditions relating to Section 1, which also apply to this section.

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

SECTION 10

This section is managed by Lexceteras Limited.

LEGAL EXPENSES

We will pay up to the amount shown on the schedule if you are injured or die during the period of your *trip*, for:

- i) 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;
- ii) 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;
- iii) 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., your *company*, 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 advisor receive any costs,
 - ii) notify us immediately you or your legal advisor 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 advisor 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 shall follow the contingency fees system operating in North America.

SECTION 11

LOSS OF PASSPORT

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 as follows:

- i) travel and accommodation costs to obtain a replacement, and
- ii) 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

- a) for any cost incurred following the loss or theft of your passport from an unattended motor vehicle nor from unaccompanied baggage whilst in transit,
- b) for any costs incurred where you have unreasonably left your passport unattended.

Conditions It is a requirement of this insurance that:

- a) in the event of the loss or theft of your passport the loss must be reported to your Resort Manager and police immediately, but no later than within 48 hours of the discovery and a written report is obtained,
- b) your passport left in your accommodation must be left in a locked safe or if not available must be out of sight.

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

SECTION 12

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 and reasonable additional accommodation and travel expenses that you incur to reach your overseas destination or return to the United Kingdom or Ireland if you arrive at your departure point too late to commence or continue your trip.

We will not pay for a claim:-

- a) following an incident over which you had control, other than a road traffic accident involving a vehicle you were driving,
- b) caused by a strike if it had started or been announced before you bought or obtained this insurance,
- c) if insufficient time has been allowed for your journey in order to meet the check-in time specified by your company.

Conditions It is a requirement of this insurance that you:

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

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

PART C

This part is effective provided you have paid the additional premium to your company and your name has been placed on the insurance register.

Note: you must report any loss to your resort manager and the police immediately but not later than 48 hours of discovery and a written report obtained and there is no cover for mobile phones.

SECTION 13

ADDITIONAL PERSONAL EFFECTS

Definition

For this section only, the definition of personal effects means those items listed below, being your property and not borrowed.

We will pay up to the amount shown on the schedule following any one event, and in all following a series of events, subject to the terms conditions and exclusions detailed under section 4 (Part B), giving rise to a claim under this section which declares itself during the period of insurance for loss, theft or damage to:

one laptop computer, audio equipment including one MP3 Player (iPod) and the like, photographic equipment including one camera, one games console; including associated equipment to any of the above e.g. wires, cases, UBS plugs and the like, providing you hold receipt(s) for these items.

Special Condition

It is also a requirement under this insurance that whilst in transit items insured under this section shall be carried on your person or in hand luggage and not placed in the hold of an aircraft, ship or coach. (Note you must report any loss to your manager and the police and obtain a report and there is no cover for mobile phones).

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

SPECIFIC EXCLUSION

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

We will not pay your claim(s); for or 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.

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 your claims for or 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 related illness and/or any mutant derivatives or variations thereof, no matter however caused,
- 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, the Cresta Run, bobsleighing, ski-jumping, hang-gliding, freestyle skiing, ice-hockey,
- k) any form of racing or competition other than ski, snowboard or ski bob racing or competitions which are not National or International events unless they have an entry age of under 18,
- 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* hold 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 acquiring or taking out this insurance.
- r) failure to comply with any conditions within the policy.

GENERAL CONDITIONS

Applicable to all sections

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, on an MPI Brokers claim form. These are available on our website www.mpibrokers.com or from *your* resort manager 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 by 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 obtain *your* agreement.

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. Insurance advising and arranging is covered for 100% of the first £2,000 and 90% of the remainder of the claim, without any upper limit. Further information about the compensation scheme arrangements is available from FSCS.

The above information was correct at the time of going to print.

CODE OF PRACTICE

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

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. 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.
10. Cooling-off period. This insurance has a 'cooling off' period of 14 day for parts B and C if this has not been provided by the Company.
11. Fraudulent Claims. It is a criminal offence to make a fraudulent claim.

COMPLAINTS PROCEDURE

Any complaint *you* may have regarding this insurance, or a claim notified, 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 still not satisfied with the answer to *your* complaint, *you* must write to:

The Managing Director, Optimum Underwriting Limited,
PO Box 337, Dorking, Surrey RH4 3YN;

or, for Legal Expenses,

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

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,
24-26 Minorities, London EC3N 1DD.

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.