

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

SKIWORLD

Overseas Resort Staff

Winter Season 2007/8

507/MPOP/11/07

Claims Procedure

If you wish to visit a doctor or there is an incident that may give rise to a claim, you must inform your Resort/Hotel Manager who will tell you how to proceed.

Provided by



West House, West Street, Haslemere, Surrey, GU27 2AB
Telephone: 01428 664265

MPI Brokers is a trading name of Michael Pettifer Insurance Brokers Ltd.
who is authorised and regulated by the Financial Services Authority.



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is evidence that you are insured in accordance with the authorisation granted under Master Policy No. MPOPT0082/07 (**do not quote this number if making a claim, only the reference below**) and Groupama Insurance Company Ltd is hereby bound to insure in accordance with the terms and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	£5,000,000	£150
2	Personal Liability	£1,000,000	£250
Part B			
Extension to Section 1 - Emergency Medical Expenses			
	Physiotherapy/Chiropractor in UK or usual Country of Residence Please also see page 3	£500	Nil
3	Personal Accident	£15,000	Nil
4	Personal Effects (Single article limit) (Valuables limit)	£1,000 (£150) (£250)	£65
5	Personal Money	£150	£65
6	Ski Equipment	£1500	£65
7	Ski Pass	£650	£65
8	Bereavement Travel Costs Europe Worldwide	£500 £800	Nil
9	Hospital Benefit (per night)	£350 (£25)	Nil
10	Legal Expenses	£15,000	Nil
Part C			
11	Additional Personal Effects - Laptops etc. (Single article limit)	£1500 (£700)	£65

PERIOD OF INSURANCE

This insurance is valid for the dates shown on the register held by your employer provided it is for the winter season 2007/8.

Cover starts when you leave your home or place of business in the United Kingdom or other European Union member country, 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 15/05/2008 whichever is earlier.

If your return trip is unavoidably delayed for any reason beyond your control, other than under the instructions of your employer, 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 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

The excesses are as shown opposite and apply to each insured.

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 your Resort/Hotel Manager immediately.

If you wish to download a claim form, you may do so from our website www.mpibrokers.com.

If you wish to visit a doctor for less urgent matters, or there is an incident that may give rise to a claim, you must inform your Resort/Hotel Manager who will tell you how to proceed.

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.

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).

Definitions

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

'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 or C, until expiry.

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

'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.

'The company' means *your* employer.

TERRITORIAL LIMITS

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

PART A

All staff are covered under this part whilst employed by the company in the resort in which they are employed to work or other resorts in the immediate vicinity within 50 miles, or if they are out of their resort as part of their job. (For 'day trip cover' see part B)

Under this section, the services provided by the Assistance Company is for medical emergency assistance, usually requiring your repatriation following an injury or sickness or where a claim is likely to exceed £500 or equivalent in local currency.

Provided you are insured under part B this service is extended to the provision of guaranteeing the payment of doctors and hospital bills where a claim is below £500 and you have insufficient funds. Please speak to your resort manager or director for details.

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 essential 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 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 not able to continue working due to *your* medical condition if advised by the local treating doctor and accepted by *your* employer,
- 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) a 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 the United Kingdom or *your* normal 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,

We will not pay

- a) the excess shown on page 1 for each and every loss. For those working in North America, the excess is reduced to £50.
- b) claim(s) if at the time of accepting employment with *your* employer *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 prognosis,

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, childbirth or any other gynaecological matters,
- 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 EHIC 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 *you* cause:

- a) accidental bodily injury to any person 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 £250 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.

If any incident occurs which is likely to result in a claim, *you* must download a claim form from our website and notify *us* immediately in writing. Any correspondence and documentation *you* receive must immediately be sent, unanswered to the address shown on the claim form. *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

Part B is effective provided you have not opted out at the time of employment and your name has been placed on the insurance register.

SECTION 1 (ADDITIONAL)

MEDICAL

Section 1 is extended to include:

- a) costs incurred outside the resort in which *you* are employed to work
- b) the services of the assistance company guaranteeing medical bills provided *you* do not have sufficient funds. (Please refer to your resort manager or director.)
- c) up to the amount shown on the schedule for the cost of Physiotherapy or Chiropractor treatment in the UK 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.

SECTION 2

See Part A, Section 2 - Personal Liability.

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 11) in which the singular shall mean the plural, 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, including any reasonable additional costs in obtaining replacements.

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 whilst in use, contact lenses, non-prescription sunglasses, mobile telephone(s), or antiques,
- 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:

- i) *you* at all times exercise reasonable care in the supervision of *your* property,
- ii) *you* obtain a Property Irregularity Report from the airline if *your* baggage is lost, delayed or damaged in transit before *you* leave the airport,
- iii) in the event of loss or theft of valuables, accommodation vouchers, travel tickets and any item valued over £100, the loss is reported to the police within 24 hours of the discovery and a written report is obtained.
- iv) 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:

- i) in the event of the loss or theft of *personal money* the loss must be reported to the police within 24 hours of discovery and a written report is obtained,
- ii) *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 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.

We will not pay

- a) the excess shown on page 1 for each and every loss except for delay of your ski equipment.
- b) for loss or damage
 - (i) caused by any process of cleaning, repairing or restoring or
 - (ii) to ski equipment in transit unless reported to the carrier and a written acknowledgement is obtained.
- c) theft of ski equipment or *ski equipment* not reported to the police in 24 hours.

Please refer to the General Exclusions and the 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.

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.

Conditions It is a requirement of this insurance that:

- i) in the event of the loss or theft of your ski pass the loss must be reported immediately to your Resort Manager and to the police within 24 hours of discovery and a written report is obtained,

Please refer to the General Exclusions and the 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 abroad a *relative* dies or it is recommended by a *relative's* doctor that your presence is urgently required.

This provision only applies to:

- a) travel to and from the UK 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 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 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.

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 employer, 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 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 shall follow the contingency fees system operating in North America.

PART C

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

SECTION 11

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.

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

SPECIFIC EXCLUSION

Applicable to the Medical, 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:

- i) you are wearing a crash helmet, and
- ii) the driver holds a valid driving licence to ride in the country you are visiting,
- iii) 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 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,
- k) ski, snowboard or ski-bob racing in International or National events or heats or officially organised practice or training for these events, or use of skeletons (Cresta) or bob-sleighs (unless the appropriate additional premium has been paid), ski-jumping, hangliding, free-style skiing, ice-hockey or any other form of racing,
- 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 consequential 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, Claims International Ltd on an 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 EHC 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.

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. Dangerous Sports and Pastimes. If *you* are going to take part in dangerous sports or pastimes where there is a risk of injury, check that this insurance covers *you*, or ask *your* agent
9. 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. 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.

11. Cooling-off period. This insurance contains a 14 day 'cooling off' period during which time *you* can cancel and ask for a refund if *you* have a justifiable reason for being dissatisfied with the cover provided. This only applies to parts B and C and if *you* have not started *your* employment.

12. Fraudulent Claims. It is a criminal offence to make a fraudulent claim.

COMPLAINTS PROCEDURE

Any complaint *you* may have regarding 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,
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 Minories, 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.