



**Specialists in
Wintersports and
Travel Insurance**



We recommend that you read this document and in particular the Code of Practice on page 13 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 of Groupama Insurance Company Ltd (registered no. 995253), who are members of the Association of British Insurers, through MPI Brokers, West House, West Street, Haslemere, Surrey GU27 2AB and this is evidence that you are insured in accordance with the authorisation granted under Master Policy No. MPOPT0088/07 (**N.B. please do not quote this number if making a claim, only the reference on page 3**) and in consideration of the premium shown on the certificate attached, Groupama Insurance Company Ltd is hereby bound to insure in accordance with the terms and conditions contained herein or endorsed hereon to this document, each person listed is separately and individually insured for the period shown on the certificate. MPI Brokers is the trading name of Michael Pettifer Insurance Brokers Ltd.

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

PERIOD OF INSURANCE

Single Trip This insurance is valid for the dates shown on your certificate provided it was issued between 1st May 2007 and the 30th April 2008 for travel commencing before 30th April 2009.

In respect of the Cancellation part of Section 3 and Section 7, cover starts on the date of issue.

Multi Trip This insurance is valid for the dates shown on your certificate provided it was issued between 1st May 2007 and the 30th April 2008. You will be insured under all sections for travel that commences during the period shown on your certificate. If any one trip is longer than the designated number of days shown on your certificate you will be insured for the first continuous period of a trip up to the total number of designated days.

In respect of the Cancellation part of Section 3 and Section 7, cover shall attach from the date of booking any trip or commencement of this insurance which ever is the later and ceases at the time of departure or on the expiry of this insurance whichever is the earlier.

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

Single and Multi Trip

In respect of Section 9 - Personal Money, cover starts at the time of collection of currency or 72 hours prior to departure, whichever is the earlier.

All other cover starts when you leave your home or place of business in the United Kingdom or EU, 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.

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

MATERIAL FACTS

Insurance contracts are contracts based on the principle of utmost good faith which means if at the time of taking out 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.

HEALTH NOTICE

This insurance contains certain exclusions and conditions about the state of health of all persons covered by this insurance and their relatives, and close business associates. Please read the medical and cancellation sections of this document carefully and in particular the exclusions relating to health. If you are in any doubt whether you or any other person is eligible for full cover, please contact MPI Brokers on **0870 145 1102**.

OFF PISTE

Applicable only if you have taken out cover for wintersporting activities.

SCHEDULE OF SECTIONS AND SUMS INSURED

	Sections	Economy	Standard	Excel
1	Medical Expenses UK Physiotherapy	£1,000,000 -	£5,000,000 (£300)	£5,000,000 (£600)
2	Hospital Benefit (per night)	£200 (£10)	£400 (£20)	£600 (£50)
3	Cancellation or Curtailment	£500	£2,000	£3,000*
4	Personal Liability	£1,000,000	£2,000,000	£2,000,000
5	Personal Accident	£5,000	£15,000	£25,000
6	Missed Departure and Delayed arrival	-	£500	£1000
7	Travel Delay Each 12 hours maximum, or Abandonment after 12 hours	-	£15 £100 £2,000	£25 £250 £3,000*
8	Personal Effects (Single Article Limit) (Valuables) (Delayed Baggage)	-	£1,500 (£200) (£200) (£250)	£2,000 (£300) (£300) (£300)
9	Personal Money	-	£150	£300
10	Legal Expenses	-	£15,000	£25,000
11	Passport Indemnity	-	£250	£500
12	Inconvenience Expenses	-	£500	£750
13	Hijack (per day)	-	-	£1,000 (£50)
14	Golf Equipment	-	-	£1,000
15	Green Fees	-	-	£100
16	Hole in one	-	-	£50
17	Wintersports Equipment (Own equipment) (Hired equipment) (Hiring equipment)	-	£750 (£500) (£250) (£200)	£1,000 (£750) (£300) (£250)
18	Ski Pack	-	£400	£600
19	Piste Closure (per day)	-	£250 (£25)	£500 (£50)

- means this section is not included
* You may increase this sum insured by calling 0870 333 4005

ENDORSEMENT

It is hereby noted and agreed that:

Cover for the wintersports sections (17,18 and 19) and wintersports activities is included provided your certificate shows 'wintersports'.

If you have not booked wintersports insurance General Exclusion k is replaced by: k) wintersports and racing of any kind.

HOW TO MAKE A CLAIM

If you wish to make a claim or you have a medical emergency please call the relevant telephone number opposite and quote reference:-

507 - MPOP 12/07
single trip wintersports insurance

507 - MPOP 13/07
single trip travel insurance

507 - MPOP 14/07
multi trip insurance
and your Certificate No.

Emergency Medical and Repatriation Helpline

+44 (0)870 190 3330

Claims International

+44 (0)208 680 5142

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 emergency company.

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

PASS THE PHONE™

An interpretation and information helpline for overseas travellers

Our services are available in over 50 languages accessed via telephone whilst abroad.

1. With your MPI policy you may make up to three calls during the period of your insurance for a single trip and six calls if you have taken out a multi trip package. Should you 'use up' your call allowance you will be invited to purchase further calls in blocks.

2. To use this service simply call the helpline, speak to one of our assistants and explain your problem.
3. You will then be asked to pass the phone to the person you are trying to communicate with and we will speak the language for you.

Please call +34 902 888 183

Pass the Phone is based in Spain and you will be charged the cost of the calls by your network provider. Note this is not a premium line.

This service may be withdrawn without notice.

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.

them with you at all times during your journey.

- 4 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.
- 5 If you need regular medication, take enough with you to last your holiday. You should also take an extra supply which should be packed separately in case you lose your first supply.
- 6 Check your baggage for damage each time you reclaim it.
- 7 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.
- 8 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.
- 9 Make sure all passports, visas, vaccinations and health requirements are up to date, and be sure to take all necessary documents with you.

TRAVELLERS' TIPS

- 1 Leave in plenty of time to get to the airport/port by the stated check-in time.
- 2 If you are taking valuable items such as jewellery or camcorders on holiday, you should insure them under an All Risks section of your household contents insurance.
- 3 Do not pack valuables, money and fragile items in the baggage that you check in at the airport etc. Keep

10 Always abide by the Skiers Code which is issued by the International Ski Federation.

11 Never leave your belongings unattended or with strangers, especially at airports or in vehicles. Split skis wherever possible.

12 In order to keep claims to a minimum and premiums down in the future please act as if uninsured (see General Condition 5).

TERMS, CONDITIONS AND EXCLUSIONS

EXCESSES

The following excesses apply unless an additional premium has been paid and is shown on the certificate:-

Economy Package

£100 for each and every loss under Section 1.

Standard Package

£75 for each and every loss under Sections: 1, 8, 9, 17, and the abandonment part of section 7.

Excel Package

£50 for each and every loss under Sections: 1, 8, 9, 14, 17, and the abandonment part of section 7.

Cancellation Section

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

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

Personal Liability

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

Multi Section Claims

In the event of a claim falling under more than one section, following the same event only one excess shall apply, that being the highest amount.

RENEWALS – Multi Trip only

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

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.

'Curtailed' 'Curtail' means cutting short your trip by

early return to the United Kingdom or other European Union Member Country, or your admission to hospital as an in-patient or that of a travelling companion.

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

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

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

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

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

'Personal Effects' means personal belongings, including valuables, if owned or borrowed by you, travellers cheques, travel tickets and 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, son, daughter, grandchild, brother-in-law, sister-in-law, son-in-law, daughter-in-law, a step-relative sharing any of these listed relationships or fiancée(e).

'Ski Equipment' means skis, snowboards, ski sticks, boots and bindings hired to you.

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

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

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

'Valuables' means photographic, audio and video equipment, avalanche transceivers, prescription glasses, prescription sunglasses, telescopes and binoculars, jewellery, watches, furs and items made of or containing precious or semi-precious stones or metals.

'We', 'us' and 'our' means Optimum Underwriting Ltd as Underwriting Agents for Groupama Insurance Company Ltd.

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

'You' and 'your' means each person shown on the attached certificate resident in the United Kingdom or other European Union Member Country for whom a premium has been paid. Each person is separately insured for each trip.

TERRITORIAL LIMITS

Provided *your* certificate shows the area as 'United Kingdom' you are insured to travel to and within the United Kingdom, Channel Islands and Isle of Man..

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

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

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

SECTION 1

EMERGENCY MEDICAL, REPATRIATION AND ASSOCIATED EXPENSES

We will pay up to the amount shown in the schedule on page 2 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 await *your* return to *your* usual country of residence, including the cost of medication and drugs, and the cost of hospitalisation. Dental treatment shall be limited to the immediate relief of pain only.
- b) the cost of repatriation to the United Kingdom or *your* usual country of residence within the European Union after having consulted the local treating doctor and provided he/she has recommended repatriation for medical reasons and the Assistance Company on behalf of *us* are also in agreement that *your* return home is medically necessary,
- c) *your* rescue by whatever means considered necessary by the rescue services, including the cost of transport (ambulance, taxi, bus) to and from a doctor, hospital or clinic.
- d) additional bed and breakfast accommodation and travel expenses to enable *you* to return to *your* home if *you* are unable to travel as originally booked,
- e) (i) a travelling companion's additional bed and breakfast accommodation if 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,
- g) physiotherapy treatment, after *you* have returned home provided the treatment is as a direct result of an injury sustained on *your trip* and subject to written confirmation by *your* usual doctor.

We will also pay reasonable additional costs for *you* to return home following the death, serious injury or illness of a relative, business colleague or travel companion, provided this is necessary and *you* would have returned home early if not insured.

We will also pay for medical and repatriation costs following medical complications if *you* are pregnant provided *you* are booked to return at least 10 weeks before the expected delivery date as shown on the confinement note, or, if between 10 and 4 weeks provided:

- (i) a doctor's certificate is issued prior to travel, stating that *you* are fit to travel for the intended *trip* and that no complications are expected
- (ii) *you* are only travelling to Europe.

We will not pay

- a) the excess shown on page 4 for each and every loss.
- b) claim(s) if at the time of purchasing this insurance *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 12 months prior to booking *your trip*,
 - (iii) have been taking continuous medication and have had a change in medication or increase in dosage in the last 6 months prior to booking *your trip* resulting from a deterioration in the condition being treated,
 - (iv) have any medical condition for which *you* are on a hospital waiting list or awaiting the results of tests or investigations,
 - (v) arising out of pregnancy or childbirth where *you* have a history of previous gynaecological conditions,
 - (vi) 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 0870 145 1102.

- c) any claim if *you*:
 - (i) travel against medical advice, or
 - (ii) become ill or suffer a deterioration in a medical

condition after purchasing this insurance and fail to obtain medical approval on *your* fitness to travel.

- d) any claim if *you* travel with the intention of receiving medical treatment, 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 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 manual labour,
- 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 immediately if *you* are admitted to hospital as an in-patient or if *you* have medical treatment which appears likely to cost more than £500 (or its equivalent in local currency). If this is not possible *you* must notify the Assistance Company as soon as possible. Failure to do so may affect the assessment of *your* claim.
- b) wherever possible *you* must use medical facilities which entitle *you* to the benefits of any reciprocal health agreements, such as European Health Insurance Card in Europe and Medicare in Australia.

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

SECTION 2

HOSPITAL BENEFIT

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

Please refer to the exclusions and conditions relating to Section 1, which also apply to this section. Please also refer to the General Exclusions and the General Conditions at the end of this document.

SECTION 3

CANCELLATION AND CURTAILMENT

We will pay up to the amount shown on the schedule following an event giving rise to a claim under this insurance which declares itself during the period of insurance for any monies *you* have paid or which *you* are legally liable to pay,

(excluding the insurance premium), plus the cost of locally purchased services, in respect of *your* travel and accommodation costs and other expenses which are not recoverable elsewhere:

- a) if *you* have to cancel or curtail *your trip* as recommended by *your* usual doctor or for curtailment, a local doctor because of:
 - (i) *your* death, injury or illness,
 - (ii) the death, injury or illness of a *relative*, travelling companion or a *business colleague*,
 - (iii) the death, injury or illness of a *relative* of a travelling companion or of a person with whom *you* intended to stay,
 - (iv) unexpected medical complications of a pregnancy as certified by *your* Doctor, provided *you* do not have a history of gynaecological problems,
- b) if *you* cancel or curtail *your trip* following:
 - (i) *you* being called to serve on a jury, as a court witness (but not as an expert witness or where *your* employment would normally require *you* to attend court) or being placed in compulsory quarantine,
 - (ii) *you* being unexpectedly required for emergency and unavoidable duty as a member of the armed forces, police, fire, nursing, ambulance or coastguard services,
 - (iii) *your* redundancy, provided that *you* are entitled to payment under the current redundancy payments legislation and that at the time of booking *your trip* *you* had no reason to believe that *you* would be made redundant,
 - (iv) the police requiring *your* presence following fire, flood or burglary at *your* home within 7 days of *your* departure, or whilst *you* are away,
 - (v) theft, fire or accident to *your* car within 7 days of *your* departure. This only applies if *you* are using *your* own car for the whole *trip*,
 - (vi) *your* pre-booked accommodation becoming uninhabitable or inaccessible within 7 days prior to *your* departure or whilst *you* are away. Alternatively, we will pay for similar accommodation, provided this does not exceed the cost of cancellation or curtailment.

We will also pay irrecoverable costs if *you* cancel *your honeymoon* following an event that gives rise to a claim under a Wedding Cancellation Insurance provided *you* have taken out this insurance with Allianz Cornhill through MPI Brokers and arranged by Country Mutual Insurance Brokers, and that *your honeymoon* was planned to take place within 3 months of the date of *your* wedding.

We will not pay

- a) the excess shown on page 4 for each and every loss,
- b) any claim if at the time of purchasing this insurance *you*:

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

However, we may agree not to apply any of the above or to accept this insurance at special terms if you apply to us by telephoning 0870 145 1102.

- c) any claim:
 - (i) if *you* book or travel against medical advice, or
 - (ii) for *curtailment* if *you* become ill or suffer a deterioration to a medical condition after purchasing this insurance and fail to obtain medical approval on *your* fitness to travel,
- d) any claim if *you* travel with the intention of receiving medical treatment,
- e) any claim arising out of pregnancy or childbirth where *you* have any history of gynaecological conditions,
- f) for *curtailment* arising out of manual labour.

Please note: that curtailment claims will be based on a pro-rata of the full trip cost and calculated from the day *you* return to the United Kingdom or *your* usual country of residence or *you* are hospitalised as an in-patient. The cost of unused excursions will be refunded in full,

Conditions It is a requirement of this insurance that:

- a) if *you* become aware of any circumstances which make it necessary for *you* to cancel *your trip*, *you* must advise *your* tour operator, travel agent, travel or accommodation supplier in writing within 48 hours. The most we will pay will be limited to the applicable cancellation charges at that time,
- b) *you* contact the Assistance Company immediately if *you* wish to return home to the United Kingdom or other European Union member country for any reason or by any method other than as originally planned. Where return home is as a result of injury or illness, medical evidence should be provided to confirm that it

- is medically necessary for *you* to *curtail your trip*.
- c) in the event of a claim under the *honeymoon* cancellation provision, *you* make available any documents, including a copy of the wedding insurance claim form that may be requested by us.

Note: details of the Wedding Cancellation Insurance is available from MPI Brokers on tel: 0870 333 4005 or at www.mpibrokers.com

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

SECTION 4

PERSONAL LIABILITY

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

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

We will not pay

- a) for any liability arising from bodily injury, loss or damage to property,
 - (i) owned by *you* or a member of *your family* or,
 - (ii) in *your* care, custody or control, other than temporary holiday accommodation and its contents, not owned by *you* or a member of *your family*,
- b) the first £250 of each claim in respect of damage to temporary holiday accommodation and its contents,
- c) for any liability for bodily injury, loss or damage,
 - (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, other than for temporary holiday accommodation, unless *you* would have been liable anyway,
 - (iii) arising out of the ownership, possession, use or occupation of land or buildings, other than temporary holiday accommodation,
 - (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 immediately notify the claims company in writing. Any correspondence and documentation *you* receive must immediately be sent, unanswered, to the

claims company. *You* must not discuss or negotiate *your* claim with any third party without the written consent of the claims company. Failure to comply with any of the above may affect the assessment of *your* claim.

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

SECTION 5

PERSONAL ACCIDENT

Specific definitions applying to this section

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

'Permanent Total Disablement' means that 12 months after *your* accident *you* are unable to attend any business or occupation and at the end of which there is no hope of improvement.

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

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

We will pay a benefit of the amount shown on the schedule if *you* have an accident whilst *you* are on *your trip* which within 12 months is the sole cause of *your* death, *permanent total disablement*, *loss of sight* or *loss of a limb*. If at the date of the accident *you* are aged under 16, the amount we will pay in the event of *your* death is £5000.

We will not pay

Claims arising out of manual labour.

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

SECTION 6

MISSED DEPARTURE AND DELAYED ARRIVAL

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

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

We will not pay

- a) for a claim following an incident over which *you* had control, other than a road traffic accident involving a vehicle *you* were driving,

- b) for a claim caused by a strike if it had started or been announced before *you* bought this insurance or booked a trip,
- c) for a claim under this Section and Section 7, caused by the same event.

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.

SECTION 7

TRAVEL DELAY AND ABANDONMENT

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

However, if after a 12 hour delay on *your* outward journey from the United Kingdom *you* choose to cancel *your trip*, instead of a payment for delay, we will pay for the cost of the *trip*, up to the maximum claimable under Section 3, less any excess.

We will not pay

- a) the excess shown on page 4 for each and every loss,
- b) for a loss under this Section and Section 6 caused by the same event,
- c) for a loss caused by a strike if it had started or been announced before *you* bought this Insurance or booked a trip,
- d) if *you* fail to check-in on time,
- e) if transport services are withdrawn as the result of a recommendation or instruction from the Civil Aviation Authority, Port Authority or similar body.

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

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

SECTION 8

PERSONAL EFFECTS

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

allowance for wear, tear and depreciation.

We will also pay for loss or theft of travellers cheques, postal orders, travel tickets and accommodation vouchers, (not ski pass – see section 18) including any reasonable additional costs in obtaining replacements.

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

We will not pay

- a) the excess shown on page 4 for each and every loss except for baggage delay,
- b) for any loss where *you* have unreasonably left any *personal effects* unattended,
- c) for breakage of fragile articles unless caused by fire or by an accident to the aeroplane, ship or vehicle in which they are being carried,
- d) for loss or theft of, or damage to: bicycles, motor vehicles, trailers, caravans, waterborne craft and their fittings of any kind, watersports and wintersports equipment (other than ski boots), sports equipment whilst in use, contact lenses, non-prescription sunglasses, computer, mobile telephones, electronic equipment of any kind, 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* obtain a Property Irregularity Report from *your* airline if *your baggage* is lost, delayed or damaged in transit before *you* leave the airport,
- ii) 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.
- iii) 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 9

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 4 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 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., 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* affair 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 will follow the contingency fees system operating in North America.

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

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

ii) the cost of a replacement

provided these costs are incurred whilst on *your trip* or within 2 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* other than in a locked glove compartment, 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:

- i) in the event of the loss or theft of *your* passport the loss must be reported to the police within 24 hours of discovery and a written report obtained,
- ii) *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 General Conditions at the end of this document.

SECTION 12

INCONVENIENCE EXPENSES

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

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

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

SECTION 13

HIJACK

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

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

SECTION 14

GOLF EQUIPMENT

We will pay up to the amount shown on the schedule for any one event and in all following a series of events giving rise to a claim under this insurance which declares itself

during the period of insurance for loss or, theft of, or damage to, *your Golf Equipment*.

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

We will not pay

- the excess shown on page 4 for each and every loss,
- for any loss where you have unreasonably left any *Golf Equipment* unattended.
- for loss or theft of, or damage to *Golf Equipment* in transit unless reported to the carrier and written acknowledgement obtained.

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

SECTION 15

GREEN FEES

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

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

SECTION 16

HOLE-IN-ONE

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

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

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

SECTION 17

WINTERSPORTS EQUIPMENT AND OTHER EXPENSES

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

- your* skis, snowboards, sticks and bindings, up to the maximum of the amount shown on the schedule, based on the following formula:-

Age of Equipment up to (years)	1	2	3	4	5	over 5
Proportion of new purchase price of the same or similar equipment	85%	65%	45%	30%	20%	5%

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

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

We will not pay

- the excess shown on page 4 for each and every loss except for delay of *your* *ski equipment*.
- for loss or damage
 - caused by any process of cleaning, repairing or restoring or
 - to *ski equipment* in transit unless reported to the carrier and a written acknowledgement is obtained.
- 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 18

SKI PACK

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

We will not pay

for loss or theft of a *ski pass* not reported to the police, lift company or tour operator representative within 24 hours of discovery and a written report obtained.

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

SECTION 19

PISTE CLOSURE

(Valid for the period 15th December to 15th April inclusive)

We will pay

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

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

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

SPECIFIC EXCLUSION

Applicable to the Medical, Personal Accident, Cancellation & Curtailment 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:

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

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

GENERAL EXCLUSIONS

Applicable to all sections

We will not pay *your* claims for or arising out of:

- 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.
- 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.

- 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,

- loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds,
- 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,
- you* travelling in an aircraft other than as a fare paying passenger in a fully licensed passenger carrying aircraft and for no other purpose,
- your* suicide or attempted suicide or *your* deliberate exposure to unnecessary danger (except in an attempt to save human life),
- your* sexually transmitted diseases, *you* being under the influence of alcohol (this exclusion shall only apply where it can be proven that the event giving rise to a claim was directly caused by *you* being under the influence of excess alcohol) or drugs or from Human Immune Deficiency Virus (HIV) and/or Acquired

Immune Deficiency Syndrome (AIDS) and/or any HIV or AIDS related illness,

- i) scuba diving if *you* book or plan this before *you* go on *your trip*. This exclusion may be waived if *you* pay the appropriate additional premium. However, under no circumstances will we pay for a claim if *you* are:
 - (i) inexperienced and not accompanied by a properly qualified instructor or,
 - (ii) diving to a greater depth than 30 metres or,
 - (iii) diving alone,
- j) mountaineering usually requiring the use of guides and ropes, or potholing or heli-skiing if pre-booked,
- k) ski, snowboard or ski-bob racing in International or National events or officially organised practice or training for these events, or the use of skeletons (Cresta) or bob-sleighs (unless the appropriate additional premium has been paid), ski-jumping, hanggliding, 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* holding another policy of insurance covering the event giving rise to a claim (see General Condition 5),
- q) *you* being aware of any circumstance(s) which could reasonably have been expected to give rise to a claim at the time of 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. *You* must file a claim by completing a claim form with Claims International Ltd, 14th Floor, Leon House, 201-241 High Street, Croydon CR9 1ER within 31 days of the event giving rise to a claim. *You* must supply them with full details of all circumstances and any other information and documents 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.

REFUND OF PREMIUM

- a) If, having read the Policy, *you* decide the insurance does not meet *your* needs *you* may cancel the insurance within 14 days from the date *you* receive it and we will refund the premium, provided *you* have not taken a *trip* to which this insurance applies and *you* have not made a claim.
- b) When applying to cancel the insurance *you* must tell *us* the reason and the premium may only be refunded by

using the same method by which *you* paid.

- c) There may be an administrative charge of £15.

APPLICABLE LAW

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

DATA PROTECTION ACT

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

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

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

FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

We are covered by the FSCS. *You* may be entitled to compensation from the scheme if we cannot meet *our* obligations. This depends on the type of business and the circumstances of the claim. 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 *you* can return it and get a refund if *you* have a justifiable reason for being dissatisfied with the cover provided.

12. 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 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.