

This insurance has been arranged by your employer who holds a Master Policy, to insure all staff in accordance with the terms and conditions and exclusions set out in this document and as a member of staff you hold an interest under the policy as shown on the company register.

This insurance is underwritten by certain insurers as shown on page 9 and they are hereby bound to insure under the authorisation granted to Michael Pettifer Insurance Brokers Ltd. t/a MPI Brokers within the terms, conditions and exclusions contained in this document or endorsed.

This insurance is subject to the exclusive jurisdiction of the Courts in the various countries of the United Kingdom. The content, design and ideas contained in this document and any part, is the intellectual property of MPI Brokers who reserve all copyright © 2023

Schedule of Sections and Sums Insured

Sections/Package	Compulsory for all staff		Additional		Optional	
	Part A	Excess	Part B	Excess	Part C	Excess
1 Emergency Medical Expenses	£5,000,000	£150		reduced to £80 (£30 for summer only)		
Follow up Non-Emergency Medical treatment	£2,000		£3,000			
Physiotherapy/Chiropractor in resort	£400	–				
Additional Physiotherapy/Chiropractor in resort			£400			
Physiotherapy/Chiropractor in UK			£500			
Dentistry – relief of pain only	£750					
Emergency phone calls	£50					
2 Personal Liability	£5,000,000	£250	Further cover (see page 5)			
3 Personal Accident			£20,000	Nil		
4 Baggage & Personal Effects (Single Article Limit) (Valuables) (Delayed Baggage) (Loss of keys) (FX card)			£2,000 (£250) (£350) (£200) (£275) (£500)	£80		
5 Personal Money			£200	£80		
6 Ski and 'summer' sports equipment			£1,500	£80		
7 Ski Pass			£650	Nil		
8 Bereavement Travel costs						
Europe			£500	Nil		
Worldwide			£1,000	Nil		
9 Hospital Benefit (per night)			£350 (£25)	Nil		
10 Legal Expenses			£50,000	Nil		
11 Passport			£400	Nil		
12 Missed Departure						
Europe			£500	Nil		
Worldwide			£800	Nil		
13 Part C Additional Personal Effects Gadgets etc listed on page 8 (Single article limit) (Mobile Phone)					£2,250 (£1,000) (£500)	£80

MyMPI

MPI Brokers runs a staff portal, MyMPI, where this insurance arrangement is described in more detail together with information on other aspects of the policy including claims.

Customer Service

Should *you* have queries other than claims please call MPI Brokers on:-

+44 (0) 1428 778000 or email at **info@mpibrokers.com**

Emergency Medical Assistance

If you have a medical emergency please phone

+44 (0) 1428 773000

For full information about the services provided by Emergency Medical Assistance, please go to page 10. We urge you to read this before phoning.

Claims

If *you* wish to file a claim please refer to the information given on page 10 – ‘How to file a claim’ which is also available on our website.

‘Summer’ Season

Where *you* are employed for the ‘summer’ season as shown on the company register this insurance excludes wintersports activities and the wintersports sections 6 (other than 6c) and 7 do not apply, and General Exclusion k shall read:-

k) wintersports and racing of any kind, other than where provided.

Definitions

Wherever the following words and phrases appear in *italics* in this document, or any associated documents, they will always have these meanings. Where words in this document are not defined below, they shall have their natural meaning in common usage and should there be a dispute over a meaning the latest edition of the Oxford English Dictionary shall prevail.

Accident/Accidental means a sudden, unexpected and specific event, which is external and visible to the body, which occurs at an identifiable place during the period of insurance and which results in *bodily injury*

Active War means the active participation in a *war* by an insured person who is deemed under English Law to be under orders from or employed by the armed forces of any country

Baggage means *your personal effects*

Bodily Injury means a physical injury, or injuries, caused solely by an *accident* or as a result of unavoidable exposure to severe weather which occurs within 12 months of the *accident* or exposure

Company means *your* employer who is the policy holder

EHIC means European Health Insurance Card

GHIC means Global Health Insurance Card

Home means your usual country of residence

Loss means an event causing you to suffer a financial *loss*

Luggage means *your personal effects*

Money means *your* banknotes and coins

Nuclear Risks means ionising radiation or contamination by radioactivity

from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

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

Personal Effects means *your* personal belongings, including clothing worn, personal *luggage* owned or borrowed by *you*, travellers cheques, FX card, travel tickets and accommodation vouchers

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

Ski Equipment means skis, snowboards, ski sticks, ski helmet, bindings, avalanche transceivers, shovels and probes

Ski Equipment Hired means skis, snowboards, ski sticks, ski helmet, boots, bindings, avalanche transceivers, shovels and probes

Sports Equipment means any sports equipment other than ski equipment

Terrorism means an act including, but not limited to, the use or threat of force and/or violence of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear

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

Valuables means prescription glasses, prescription sunglasses, jewellery, watches, and items made of or containing precious or semi-precious stones or metals

War means:

- a) *War*, invasion, acts of foreign enemies, hostilities (whether *war* be declared or not), civil *war*, rebellion, revolution, insurrection, military or usurped power, riot or civil commotion assuming the proportions of, or amounting to, an uprising, military or usurped power, or
- b) Any act of *terrorism*, or
- c) Any act of *war* or *terrorism* involving the use of, or release of, a threat to use any nuclear weapon or device or chemical or biological agent

We, Us and Our means certain insurers as shown on page 9

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 means each person listed on the staff register of your employer held by MPI

Off Piste Skiing/Snowboarding/Ski Touring/Rando

This insurance includes skiing and snowboarding ‘off piste’ with or without a guide and Ski touring/Rando. There is, however, a general requirement, common to all insurance, to behave in a sensible manner.

Watersports

This insurance applies to all forms of water sports and water based activities, except those excluded, on inland waters and rivers, offshore sailing (in *yachts*) in all waters of Western Europe and up to 12 miles off shore in the rest of the world, excluding areas where the Foreign Commonwealth and Development Office have advised there is a danger of *war* or piracy.

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

We do not cover racing other than dinghies, for other racing *we* may do so on application.

Mountain Biking

The insurance will cover amateur non-competitive mountain biking, cross country and trail riding provided personal protection equipment is worn at all times.

Emergency Medical Expenses

This insurance contains certain exclusions and conditions about the state of health of all persons covered by this insurance, their *relatives*, travelling companions and close *business colleagues*. Please read the Emergency Medical Expenses and Cancellation and *Curtailment* sections of this document carefully and in particular the exclusions relating to health.

Travel insurance is not a private health plan. It covers emergency treatment in state hospitals unless the treating doctor has advised otherwise or, if not available to a 'Western' standard, for emergency treatment in a private hospital.

When am I Covered?

This cover attaches from the date *you* accept employment with the *company* and commences when *you* leave *your home* or the commencement date shown on the register which can be viewed in *your* account area at 'MyMPI.co.uk' whichever is the later of these dates.

Cover stops either, upon *your* return to *home* or when *your* employment is terminated, whichever is the earlier.

In respect of Parts B and C, if this option is shown in the staff portal MyMPI and marked 'Yes' cover shall remain in place until *you* return *home* following the end of *your* employment or termination date due to medical reasons.

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.

Excesses

Under some sections of this insurance, claims will be subject to an excess. This means the insured person will be responsible for paying the first part of any loss.

The excesses are as shown on page 1.

If the insured person has selected or been provided with Part B the Emergency Medical Expenses the excess is reduced to £80 for winter and £30 for summer.

The excess of £250 under Section 2, Personal Liability, applies to damage to accommodation and its contents.

Conditions and Exclusions

Please refer to the general conditions and exclusions on pages 8 and 9 which apply to all sections under this policy. There are also specific conditions and exclusions relating to each section.

PART A

You are insured under this Part whilst employed by the company.

Section 1

Emergency medical, repatriation and associated expenses

We will pay up to the amount shown in 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 costs incurred as a result of *your* actual or threatened *bodily injury*, illness or death during *your trip* in respect of:

- reasonable necessary emergency medical treatment and repatriation expenses including medication, drugs, and the cost of hospitalisation in a public hospital and additional accommodation costs. Repatriation must be arranged by the assistance company and must be medically necessary provided always that any costs incurred in USA, Canada or Mexico are preauthorised by the assistance company
- non-emergency follow up medical treatment, following an incident provided for in a) above
- 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
- unexpected complications arising from a pregnancy provided your return date is at least four weeks from the date on the confinement note for travel to Europe and eight weeks worldwide
- dental treatment for the relief of sudden and unexpected pain to sound and natural teeth which may include filling(s) and temporary crown
- the cost of necessary telephone calls directly arising out of a claim under this section up to £50 in all
- 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
- (i) a travelling companion's additional bed and breakfast accommodation if it is necessary to remain with *you* and accompany *you* to *your home* or hospital or
(ii) up to the amount shown on the Schedule for a maximum of two *relatives* or friends to travel if it is necessary to stay with *you* and accompany *you* during the journey to *your home* or hospital
- 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 *home*.
- physiotherapy or chiropractor treatment in the *United Kingdom* or *your* usual country of residence following an injury abroad which *your* doctor has recommended as medically necessary and which is not available within a reasonable period on the NHS or equivalent in *your* usual country of residence

We will not pay

- the excess shown on the Schedule for each and every *loss*,
- loss(es) if at the time of accepting employment with *your company* *you*:
 - are aware of any circumstances or set of circumstances that could reasonably have been expected to give rise to a claim,
 - have had any medical or mental condition, including stress and anxiety, which has resulted in referral to a hospital or consultant in the 6 months prior to accepting employment,
 - have been taking continuous medication, and have had a change in medication or increase in dosage in the last 6 months prior to accepting employment resulting from a deterioration in the condition

- being treated,
- (iv) have any medical condition for which *you* are waiting for an appointment or for treatment, tests or investigations or awaiting the results of tests or investigations,
- (v) have been advised of a terminal condition,
- c) any loss(es) if *you*:
 - (i) travel against medical advice, or
 - (ii) become ill or suffer a deterioration of a medical condition after accepting employment and fail to obtain medical approval on *your* fitness to travel and work,
- d) loss(es) if *you* travel with the intention of receiving medical treatment, or for the cost of continuing medication, or if you fail to take medication as prescribed by your doctor,
- e) for treatment or surgery:
 - (i) in the *United Kingdom* or *your* normal 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 pregnancy or childbirth,
 - (v) for the additional cost of single or private room accommodation, unless it is medically necessary or if no alternative is available,
 - (vi) if you fail to have the minimum vaccinations and inoculations as laid down by the WHO and/or the country(s) which you intend to visit/work and take other precautions as advised by your GP/Surgery or Travel Clinic.

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 and other costs which appears likely to cost more than £1000 (or its equivalent in local currency) and in any event for all and any medical costs before they are incurred in the USA or Canada. 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* or *GHIC* in Europe and Medicare in Australia
- c) *you* obtain medical approval from *your* usual treating general practitioner to travel and work if *you* are injured or become ill after accepting employment and in any event *you* must inform the *company* (*your* employer) immediately.

Section 2

Personal Liability

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

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

We will also pay *your* legal costs for representing *you* in the event of a prosecution against *you* following an incident under this section to a third party.

We will not pay

- a) the excess shown on page 1 for each and every loss,
- b) for any liability arising from *loss* or damage to property,
 - (i) owned or leased 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 and is not owned or leased by *you* or a member of *your* family,
- 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, or the vessel has covered accommodation, airborne craft of any description, animals or firearms and weapons,
 - (v) arising out of *your* criminal or deliberate acts.

Condition

It is a requirement of this insurance that if any incident occurs which is likely to result in a claim, *you* must:

- download and complete a witness statement which can be found on the MPI website in the MPI Resort Staff Guide.
- call MPI Brokers on +44 (0) 1428 770 606 no later than 48 hours after the time of the incident.

Any correspondence and documentation *you* receive must immediately be sent, unanswered, to *us*.

You must not discuss or negotiate *your* claim with any third party without written consent from *us*.

Failure to comply with any of the above may affect *your* claim.

PART B

This Part is effective if:

- a) it is provided by *your company* as part of *your* employment package, or
 - b) *you* have not 'opted out' on the MyMPI portal, or
 - c) *you* have chosen this part (opted in) on the MyMPI portal
- and this has been recorded against *your* name on the *company's* Resort Staff insurance register.

The options above are clarified at MyMPI.co.uk

Section 1 (Additional)

Medical

The excess is reduced to £80 for each and every *loss*.

We will pay up to the amount shown on the schedule in respect of a claim for reasonable and necessary costs incurred as a result of *your* actual *bodily injury* or sickness during *your trip* which has been the subject of a valid claim under Part A, or would have been but for the excess, in respect of:

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

b) up to the amount shown on the schedule in addition to the amount covered under Part A.

We will also pay up to the amount shown on the schedule for the cost of Physiotherapy or Chiropractor treatment in the *United Kingdom* or *your* usual country of residence following an injury abroad which *your* doctor has recommended as medically necessary and which is not available within a reasonable period on the NHS or equivalent in *your* usual country of residence.

Section 2 (Additional)

The cover under Part A section 2 Personal Liability is extended to include *accidental bodily injury* when *you* are in charge of children (baby sitting) for a temporary period of no more than 8 hours any one time and which does not form part of *your* employment and does not involve skiing.

This cover is also extended under Part A section 2 to include the duties of a Nanny including the administering of medicines provided *you*:

- a) hold a suitably recognised qualification, and
- b) are self-employed.

Further this cover is extended under Part A section 2 to include *bodily injury* when *you* are leading, hosting, guiding or lecturing a group provided:

- a) *you* are self-employed
- b) *you* use *your* judgement that care is taken not to take participants into areas that are substantially too difficult for their ability.

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 sum insured (see page 1).

The death benefit for those under 16 is reduced to £5000.

The following definitions shall apply to this section in addition to those shown on page 2

‘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.

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 occurs during the period of insurance for *loss* or theft of, or damage to, *your personal effects*, (other than that covered under Part C section 13) and *valuables* or would have been if *you* had opted for Part C, after making proper allowance for wear, tear and depreciation.

We will also pay for *loss* or theft of travellers cheques, misuse of FX card, travel tickets and accommodation vouchers, and driving licence 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 also pay up to the amount shown on the schedule for the *loss* of hotel, apartment, or vehicle keys.

We will not pay

- a) for any *loss* where *you* have unreasonably left any *personal effects* unattended,
- b) 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,
- c) for *loss* or theft of, or damage to:
 - (i) motor vehicles, trailers, caravans, waterborne craft and their fittings of any kind,
 - (ii) watersports and wintersports equipment (other than ski boots),
 - (iii) *sports equipment* (other than that insured under Section 6 c) whilst in use,
 - (iv) contact lenses, non-prescription sunglasses, mobile telephone(s), or antiques, Drones,
 - (v) items insurable under Sections 6 and 13,
- 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*, electrical derangement, wear and tear and gradual deterioration, denting or scratching,
- e) for any *personal effects* which are detained, seized or confiscated by customs or other officials.

Conditions It is a requirement of this insurance that:

- a) *you* at all times exercise care in the supervision of *your* property and it is not left unreasonably unattended,
- b) if *your baggage* is lost, delayed or damaged in transit, *you* must notify the Carrier immediately and obtain a Carriers Report (which, in the case of an airline is a Property Irregularity Report),
- c) in the event of *loss* or theft under this section where the amount is likely to exceed £100, the *loss* is reported to *your* Resort Manager and to the police and a written report is obtained, no later than within 48 hours of the discovery,
- d) all *valuables* are carried on *your* person or in hand *luggage* whilst travelling which is in sight at all times,
- e) *you* must make every effort to recover lost or stolen property (*personal effects*) and report any *loss* to *your* manager and any *loss* of an FX card to the police as soon as the *loss* has been discovered.

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 occurs during the period of insurance for *loss* or theft of *personal money*.

We will not pay

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

Conditions It is a requirement of this insurance that:

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

Section 6

Wintersports and 'Summer' Sports Equipment, and Other related 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 occurs during the period of insurance for *loss*, theft, specific *accidental* breakage or damage to or of:-

- a) *your* skis, snowboards, ski 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
90%	75%	50%	30%	20%	0%

Proportion of new purchase price of the same or similar equipment

- b) *ski equipment* hired by *you* and for which *you* are legally responsible, up to the amount shown on the schedule.
- c) *sports equipment* based on the formula in 6 a).

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 the schedule for each and every *loss*, except for delay of *your* ski or *sports equipment*,
- b) for *loss* or damage caused by any process of cleaning, repairing or restoring,
- c) for any *ski equipment* or *sports equipment* which is detained, seized or confiscated by HM Customs or other officials.

Conditions It is a requirement of this insurance that:

- a) *you* at all times exercise care in the supervision of *your* *ski equipment* or *sports equipment* and it is not left unreasonably unattended,
- b) if *your* *ski equipment* or *sports equipment* is lost, delayed or damaged in transit, *you* must notify the Carrier immediately and obtain a Carriers Report (which, in the case of an airline, is a Property Irregularity Report),
- c) in the event of *loss* or theft of *ski equipment* or *sports equipment*, this is reported to *your* Resort Manager and to the police no later than 48 hours after discovery, and a written report is obtained.
- d) *you* must make every effort to recover lost or stolen property (personal effects)

Section 7

Ski Pass

We will pay up to the amount shown on the schedule following a series of events giving rise to a claim under this insurance which occurs for any one event and in all during the period of insurance for the value of any unused ski pass following *loss* or theft of *your* ski pass or *loss* of use due to *you* returning home early following *your* injury or illness.

We will also pay pro-rata for the *loss* of use of a ski pass for which *you* have paid a proportion and is not recoverable from *your* *company*

following injury or sickness which results in the termination of *your* employment.

We will not pay

- a) the excess shown on the schedule for each and every *loss*,
- b) for *loss* or theft from an *unattended motor vehicle* or from unaccompanied baggage whilst in transit,
- c) for any *loss* where *you* have left *your* ski pass unreasonably unattended
- d) for any *loss* or damage caused by moth or vermin or any process of cleaning, repairing or restoring or leakage of powder or fluid from containers carried in *your* baggage.

Condition It is a requirement of this insurance that in the event of the *loss* or theft of *your* ski pass the *loss* must be reported to *your* Resort Manager and to the police within 48 hours of discovery and a written report is obtained.

Section 8

Bereavement Travel Costs

We will pay up to the amount shown on the schedule following an event giving rise to a claim under this insurance which occurs during the period of insurance for *your* travel costs to return home and back to *your* resort if, whilst *you* are abroad, a *relative* dies or it is recommended by a *relative's* treating doctor that *your* presence is urgently required.

This provision only applies to:

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

Condition It is a requirement of this insurance that *you* make every effort to obtain economy return flights at the lowest cost yourself or through *your* *company*.

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 under Section 1, which also apply to this section.

Section 10

Legal Expenses

We will pay up to the amount shown on the schedule if *you* are injured, ill or die during the period of *your* *trip*, for pursuing a claim against third party(s) provided there is a reasonable chance of success and costs and expense will not be more than any anticipated award for:

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

resisting an appeal against the Judgment of a court, tribunal, or arbitrator.

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

We will also pay up to £5,000 for legal expenses including court fees incurred by you, following your arrest if it later transpires that this was wrong. (This means where you have been arrested for an alleged criminal act for which it later transpires you should not have been arrested.)

We will not pay

- a) costs incurred in the pursuit of a claim against *your* employer, MPI Brokers, your tour operator or accommodation provider, club or association, 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 legal costs awarded as a penalty against you or *your* legal advisor,
- d) 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) if an incident has occurred which may give you cause to consider filing a claim you must inform us of the incident within 31 days and file a claim within 180 days after the commencement of the incident giving rise to the claim,
- b) *we* shall have control over the legal proceedings and the selection, appointment and control of a solicitor. If you are dissatisfied with *our* choice of solicitor, *we* may agree to accept a solicitor of *your* choosing 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.
- c) *You* must:
 - (i) repay the costs *we* have incurred if you or *your* legal adviser receive an award of 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 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,
- d) any claim made in the United States of America or Canada will follow the contingency fees system operating in North America.

Section 11

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 occurs during the period of insurance for *loss* or theft or damage to *your* passport and visa as follows:

- a) travel and accommodation costs to obtain a replacement, and
- b) the cost of a replacement pro rata to the remaining years or months on the lost passport
- c) any reasonable additional travel and accommodation expenses necessarily incurred, as a direct result of *loss* or theft or damage to *your* and or a travelling companion's passport and visa, to continue *your trip*, provided these costs are incurred whilst on *your trip* or within two months of *your* return.

We will not pay

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

Conditions

It is a requirement of this insurance that:

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

Section 12

Missed Departure and Delayed Arrival

We will pay up to the amount shown on the schedule for necessary additional accommodation and travel expenses that *you* incur to reach any overseas destination, or return to *your* normal country of residence if *you* arrive at *your* departure point too late to commence or continue *your trip* which was booked in the *United Kingdom* or the Republic of Ireland for any reason beyond *your* control, other than sickness or injury.

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 an event if it had started or been announced before *you* bought this insurance or booked a *trip*,
- c) any amounts recoverable from *your* travel provider or airline,
- d) if insufficient time has been allowed for *your* journey in order to meet the check in time specified by *your company*.

Conditions

It is a requirement of this insurance that *you*:

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

PART C

This Part is effective if:

- 1) it is provided by *your company* as part of *your* employment package, or
- 2) *you* have not 'opted out' on the MyMPI portal, or
- 3) *you* have chosen this part (opted in) on the MyMPI portal

and this has been recorded against *your* name on the *company's* Resort Staff insurance register.

The options above are clarified at MyMPI.co.uk

Section 13

Additional Personal Effects

We will pay up to the amount shown on the schedule following a series of events, subject to the terms conditions and exclusions shown under Part B section 4, giving rise to a claim under this section which occurs during the period of insurance for *loss*, theft or damage to:

one laptop computer, one tablet, one games console, one mobile phone including ear/headphones one set of portable speakers, photographic equipment including one camera, video equipment (including GoPro) and associated equipment to any of the above e.g. wires, cases, USB plugs, or similar.

Special Condition

It is also a requirement under the insurance that:

- a) 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,
- b) *you* must report any *loss* to *your* Resort Manager and the police within 48 hours of the discovery and a written report is obtained.

General Conditions

Applicable to all sections

It is the requirement of this insurance that:

- a) should you incur a *loss* and wish to file a claim under this policy this must be done within 31 days of the date of the *loss* on an MPI claim form which is available at www.mpibrokers.com/claims. You must supply full details of all circumstances and any other information, documents and original receipts we may request at your expense, and be able to prove your *loss* if so requested
- b) *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 assist *us* to obtain or pursue a recovery from any third party and/or other insurers including the Overseas Healthcare Services for EHIC and GHIC claims
- c) *you* must pay *us* back within one month of demand any costs that *we* have paid on *your* behalf if it later transpires *you* were not insured under this insurance or the event or costs giving rise to a claim is not provided for or is excluded
- d) *you* must take all reasonable steps to avoid or minimise any *loss* which may result in *you* making a claim under this Insurance and *you* must act at all times as if uninsured this includes obtaining any recoveries available e.g. unused excursions, ski hire and the like
- e) *we* may at *our* option discharge any liability under this insurance by replacing or repairing any article or articles lost or damaged
- f) *you* must comply with all conditions of this insurance and the claims

procedure. Failure to do so may affect your claim.

General Exclusions

Under all sections of this policy

We will not pay losses arising out of:

- a) *war*, and an insured person engaging in *active war*
- b) either directly or indirectly from an act of *Terrorism*. This exclusion does not apply to Sections 1, 3 and 9 except for any claims which are in any way caused or contributed by an act of *Terrorism* involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent
- c) *nuclear risks*
- 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, self harming or *your* deliberate exposure to unreasonable danger, except in an attempt to save human life, or whilst participating in an activity covered by this insurance
- h) *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
- i) scuba diving
- j) mountaineering usually requiring the use of guides and ropes (other than indoor and outdoor wall climbing, via ferrata, canyoning,) potholing or heli-skiing and cat-skiing in North America and Canada
- k) wintersports and racing of any kind other than racing in dinghies, see wintersports and watersports on pages 3 and 4
- l) parapenting, hang gliding, other than that which is not booked or planned before *you* go on *your trip* and then only if with a recognised school on a trial basis
- m) any *loss*, death, injury or sickness of yours resulting from *you* taking part in civil commotions or riots of any kind
- n) any *loss* of any kind, except as may be specifically provided for in this insurance
- o) the breaking of or failure to comply with any law or local by-law in the country *you* are visiting and in respect of this policy, UK law
- p) where you hold one or more insurance policies that provide insurance for the same event and interest, we will pay our proportion of any claim subject to the application of average
- q) *your* failure to comply with any Conditions contained in this insurance policy
- r) riding a motorcycle, quad bike or moped as a driver or pillion unless *you* are wearing a helmet, and the driver holds a valid driving licence to ride in the country *you* are visiting
- s) for a *loss* caused by a strike if it had started or been announced before *you* bought this insurance
- t) any *loss* that is not directly associated with the incident which has given rise to a claim. For example, the cost of replacing locks after losing keys or *loss* of earnings following injury or illness

- u) any pandemic as declared by the WHO, other than in respect of x) below
- v) any government imposing restrictions on travel
- w) SARS-CoV-2 (Covid 19) or any mutation or derivative of SARS-CoV-2 (Covid 19), any preventative containment measures, such as but not limited to self-isolation, shielding or quarantine, and associated events. This exclusion does not apply to Section 1.
- x) the excess shown on the schedule for each and every *loss*, except for baggage delay and keys.

Rights of Third Parties Act

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

Sanctions

The insurers as shown on this page shall not provide any benefit under this contract of insurance to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation

Fraud

If any claim under this insurance is fraudulent, exaggerated, or is intended to mislead, or if any misleading or fraudulent means are used by *you* or anyone acting on *your* behalf to obtain benefit under this insurance, *your* right to any benefit under this insurance will end, *your* policy will be cancelled and the insurers will be entitled to recover any benefit paid and costs incurred as a result of any such fraudulent or misleading claim. The insurers may also inform the police. A full refund will be made less any service charge of 10% of gross premium or £50 whichever is the greater.

Subrogation

If any third party(s) was responsible for the event giving rise to your claim under this policy, we will take over your rights at our cost to take an action in your name to our benefit against the third party(s).

You must fully co-operate with us and give us any assistance we need to help us to recover some or all of the amounts we have paid under this policy.

Privacy Policy

MPI Brokers is registered with the Information Commissioner's Office. Our full Privacy Policy is available on our website at:

mpibrokers.com/privacy-policy

and a brief synopsis is shown below.

We collect your personal information as a Data Controller for 'legitimate reasons' to run our business, to provide you with insurance and manage your claims.

Where direct contact is made by you with the Assistance Company, they

will have access to your personal data from our records which they will use as a processor. They will also take further information from you about your medical condition and other matters which they will hold on their data base as a joint Controller with MPI Brokers.

The data collected by MPI Brokers and the Assistance Company will be shared with others as described in our privacy policy.

Complaints Procedure

Full details of *our* complaint's procedure can be found on *our* website

Should *you* wish to file a complaint about *our* services, the insurance or a claim please go to *our* website www.mpibrokers.com/complaints-procedure and complete a form under the relevant section.

Once *we* have received *your* complaint, *we* will attempt to contact *you* within 48 hours. If *we* are unable to because the complaint needs further investigation, *we* will acknowledge receipt within 5 working days. The person who will handle your complaint is the Managing Director.

If *we* have not resolved *your* complaint within 8 weeks, *we* will write to *you* giving the reason *we* are not in a position to make a response indicating a new timetable.

If *you* are still not satisfied with the response you may complain to The Financial Ombudsman Service (FOS), Exchange Tower, London E14 9SR in respect of MPI Brokers and full details on how to do this can be found at www.mpibrokers.com/complaints-procedure

Details of Insurers and MPI Brokers

This Insurance is underwritten by certain underwriters at Lloyd's through MPI Brokers as agents of Jensten Insurance Brokers.

Michael Pettifer Insurance Ltd t/a MPI Brokers registered address is Greens Court, West Street, Midhurst, West Sussex GU29 9NQ. The operational address is West House, 19/21 West Street, Haslemere Surrey GU27 2AB.

Telephone number is (01428) 664265,

email address info@mpibrokers.com,

website www.mpibrokers.com

MPI Brokers only is authorised and regulated by the Financial Conduct Authority FCA Number 308481

Medical Assistance and Claims

Where emergency medical assistance is required this is provided by *our* assistance company within the terms and conditions of the policy, and when making contact with them *you* are requesting medical assistance in advance of filing a claim.

Please read this carefully and follow the steps shown below it affects the management of your case and if applicable, the organisation of your return *home*.

The Assistance Company must be contacted in the event that:

- *you* are admitted to hospital as an in-patient
- *you* have been advised to return *home* early
- *your* claim is likely to exceed £1000 or equivalent in local currency
- *you* are in the USA, Canada or Mexico no medical costs may be incurred without the prior approval of the Assistance Company

Contact must be made with the Assistance Company immediately where practically possible; any delays may affect the provision of assistance and *your* subsequent claim.

Emergency Medical Assistance Telephone No:

+44 (0) 1428 773000

and please quote the following reference

MPIS 15/23

Contacting the Assistance Company does not remove the requirement to complete a claim form

What to expect from the Assistance Company

After obtaining information from *you* about *your* insurance and *your* medical condition they will assess the situation which may involve contacting the locally treating doctor and in some circumstances *your* usual GP at *home*.

This can take time, especially at weekends or busy periods, as they are not always immediately available.

The Assistance Company has their own doctor and a travel medical specialist. Between them, the treating doctor and *your* GP if necessary, they will agree the appropriate course of action for *you*, taking into consideration the cover under the policy and *your* medical condition. In certain circumstances they may ask *you* to contact *your* GP for a second opinion.

Please be aware that there may be occasions where the Assistance Company's doctor takes a different view from the local doctor and in order for *your* policy to respond *you* should take the advice given by the Assistance Company.

Cover Declined

If there is cause for concern that there may be no provision under the policy for *your* *accident* or illness, the assistance company may decline to offer assistance under this insurance.

They will however offer assistance on a personal basis with *you* and a separate contract will be made. *You* will need to pay their fee and settle any local bills.

You can then if *you* wish, file an insurance claim on *your* return for consideration.

This situation could arise where there is insufficient medical information available or there is evidence to show there is no provision under the policy.

Private Treatment

In the unlikely event that a local doctor refers *you* to a private clinic or hospital approval must be sought from the Assistance Company before any treatment is agreed by *you*.

Privacy Policy

MPI Brokers is registered with the Information Commissioner's Office. Our full Privacy Policy is available on our website at mpibrokers.com/privacy-policy and a brief synopsis is shown below.

We collect your personal information as a Data Controller for 'legitimate reasons' to run our business, to provide you with insurance and manage your claims.

Where direct contact is made by you with the Assistance Company, they will have access to your personal data from our records which they will use as a processor. They will also take further information from you about your medical condition and other matters which they will hold on their data base as a joint Controller with MPI Brokers.

The data collected by MPI Brokers and the Assistance Company will be shared with others as described in our privacy policy.

How to File a Claim

If *you* wish to file a claim under the policy (which must be done in any event if *you* have contacted the Assistance Company) please download a claim form from:

mpibrokers.com/claims

which should be printed, completed, and forwarded to the address shown on the form, or *you* may phone MPI Brokers on +44 (0) 1428 770606 if *you* do not have access to the internet and MPI Brokers will post *you* a form.

There are different types of claim forms which are shown on our website and for those who hold an interest under the policy (as shown on the certificate) *you* will have no direct right of claim. Your claim form must be presented to the main policy holder for consideration, and if, approved for signature and submit to MPI Claims.

Luggage If the Airline has caused a *loss* it is a condition of this insurance that *you* make a claim against the Airline within 21 days in addition to reporting the *loss* or damage whilst at the airport and obtaining a Property Irregularity Report (PIR).

Delays There are rules that the Airline must follow in respect of delays or cancellations. It is a condition of this policy that *you* follow the instructions/advice given by the Airline.

Notification This must be done and the completed claim form sent to MPI Claims within 31 days of the date of *loss*, *accident* or sickness, or 7 days in the event of *loss* by an Airline. If this is late, *your* claim may be declined.

You must file a claim even if *you* have not paid the medical provider or rescue services.

Personal Liability Should *you* cause injury to other people or damage to property *you* must inform *us* immediately whether or not *you* consider *you* were at fault. Please email *us* at claims@mpibrokers.com

You may not discuss any settlement or admit liability with any third party or any one acting on their behalf, nor reply to or enter into any correspondence with the third party or their representative.

In the event of an *accident* please complete a witness statement found on our website www.mpibrokers.com or contact our head office for a copy to be emailed.

If *you* fail to follow this procedure insurers may decline any subsequent claim against *you*.

Covid

If *you* test positive for SARS-CoV-2 (Covid 19) and *you* intend to file a claim, *you* must provide photographic evidence of a positive test including a third-party date and time (e.g. computer, TV).