

# WINTERSPORTS INSURANCE



Specially arranged  
for  
**Le Chardon Mountain Lodges Ltd**  
by  
**MPI Brokers**



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

**This insurance is underwritten** by Optimum Underwriting Ltd., Bales Court, Barrington Road, Dorking, Surrey RH4 3EJ as Underwriting Agents for Groupama Insurance Company Ltd (registered no. 995253), who are members of the Association of British Insurers, through MPI Brokers, West House, West Street, Haslemere, Surrey GU27 2AB and this is evidence that you are insured in accordance with the authorisation granted under Master Policy No. MPOPT0082/09 (**do not quote this number if making a claim, only the reference below**), provided you have booked to travel with Le Chardon Mountain Lodges Ltd, Groupama Insurance Company Ltd is hereby bound to insure in accordance with the terms and conditions contained herein or endorsed hereon and provided your booking confirmation is attached to this document showing the names of those insured. Each person listed is separately and individually insured, for the period of travel shown on the booking confirmation. MPI Brokers is a trading name of Michael Pettifer Insurance Brokers Ltd.

All the above companies are authorised and regulated by the Financial Services Authority, other than the Tour Operator.

## CUSTOMER SERVICE

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

**0845 180 0065**

### SCHEDULE OF SECTIONS AND SUMS INSURED

| Sections  | Sums Insured                         | Excesses          |
|---|--------------------------------------|-------------------|
| 1 Emergency Medical Expenses<br><i>Physiotherapy in United Kingdom</i>                                      | £5,000,000<br>£600                   | £150              |
| 2 Hospital Benefit ( <i>per night</i> )   | £500 (£30)                           | Nil               |
| 3 Cancellation or Curtailment<br>Maximum<br>(not applicable to corporate groups)                            | Holiday cost<br>£3,500               | £65<br>(LOD £20)* |
| 4 Missed Departure & Delayed Arrival  | £600                                 | Nil               |
| 5 Delayed Departure per 12 hours ( <i>maximum</i> )<br>or Abandonment                                       | £30 (£100)<br>£3,500                 | Nil<br>(£65)      |
| 6 Personal Effects<br>( <i>Single Article Limit</i> )<br>( <i>Valuables</i> )<br>( <i>Delayed Baggage</i> ) | £2,000<br>(£350)<br>(£350)<br>(£200) | £65               |
| 7 Personal Money  | £300                                 | £65               |
| 8 Passport Indemnity  | £300                                 | Nil               |
| 9 Personal Liability  | £2,000,000                           | £250 PD**         |
| 10 Legal Expenses   | £25,000                              | Nil               |
| 11 Personal Accident  | £25,000                              | Nil               |
| 12 Inconvenience Cover  | £750                                 | Nil               |
| 13 Wintersports Equipment<br>( <i>Own equipment</i> )<br>( <i>Hired equipment</i> )                         | £1000<br>(£800)<br>(£300)            | £65               |
| 14 Ski Pack   | £500                                 | Nil               |
| 15 Piste Closure ( <i>per day</i> )   | £350 (£35)                           | Nil               |

\*loss of deposit \*\*property damage

### PERIOD OF INSURANCE

This insurance is valid for the dates shown on your booking confirmation provided your trip begins between 1st December 2009 and 30th April 2010. In respect of Section 5 and the cancellation part of Section 3, cover starts from the date of booking.

In respect of Section 7 - Personal Money - cover starts at the time of collection of currency or 72 hours prior to departure, whichever is the later.

For all other Sections, and the curtailment part of Section 3, cover starts when you leave your home or place of business in the *United Kingdom*, other European Union member country, or worldwide subject to the terms shown in 'you' under definitions, 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 three 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 0845 180 0065 and we may consider reinstating cover at special terms. If you are unsure whether any information is material please disclose it.

### EXCESSES

Under some sections of this insurance, claims will be subject to an excess. This means you will be responsible for paying the first part of a loss unless you have paid an additional premium to remove the excesses in which case they will not apply except under the Personal Liability section.

The excesses are as shown opposite and apply to each insured. If you have a claim under more than one section following the same event only one excess shall apply; if the excesses are different then the highest amount shall be applied.

If you are claiming for cancellation as a family only two excesses shall be applied.

### 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 also close business associates. Please read the Emergency Medical Expenses and Cancellation section of this document carefully, in particular the exclusions relating to health.

### TRAVELLING WHEN PREGNANT

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

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

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

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

### OFF PISTE

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

## HOW TO MAKE A CLAIM

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

**+44 (0)845 180 0061**

and please quote ref. no.

**507 - MPOP34/09**

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

**www.mpibrokers.com**

which should be printed, completed, and forwarded to the address shown on the form, or you may phone us on 01428 664 265 and we will send you a copy.

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

## SKIERS TIPS

MPI Brokers would like to make the following recommendations:

- 1 Always abide by the Skiers Code which is issued by the International Ski Federation ([www.fis-ski.com](http://www.fis-ski.com)).
- 2 Never leave *your* belongings unattended or with strangers, especially at airports or in vehicles. Split skis wherever possible.
- 3 Leave in plenty of time to get to the airport/port by the stated check-in time.
- 4 If *you* are taking valuable items such as jewellery or camcorders on holiday, *you* should insure them under an All Risks section of *your* household contents insurance.
- 5 Do not pack valuables, money and fragile items in the baggage that *you* check in at the airport etc. Keep them with *you* at all times during *your* journey.
- 6 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.
- 7 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.
- 8 Check *your* baggage for damage each time *you* reclaim it.
- 9 Think before *you* dive, check the depths of swimming pools and the sea and only dive if *you* are sure the water is deep enough.
- 10 The sun abroad can be much more powerful than *you* are used to at home, particularly at high altitudes or on the water. Use high factor suncreams and wear appropriate hats or caps.
- 11 Make sure all passports, visas, vaccinations and health requirements are up to date, and be sure to take all necessary documents with *you*, including an EHIC.
- 12 In order to keep claims to a minimum and premiums down in the future please act as if uninsured (see condition 5).

## DEFINITIONS

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

Where words in this policy are not defined below, they shall have the meaning as set out in the latest edition of the Oxford English Dictionary.

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

**'Curtailment' 'Curtail'** means cutting *your trip* short by early return to the *United Kingdom* or other European Union Member Country, or *your* admission to hospital as an in-patient or that of a travelling companion.

**'Family'** means two adults and up to four children, not necessarily related.

**'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 clothing worn, personal luggage owned or borrowed by *you*, travellers cheques, travel tickets, accommodation vouchers and Postal Orders.

**'Personal Money'** means banknotes and coins.

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

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

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

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

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

**'United Kingdom'** means United Kingdom of Great Britain, Northern Ireland, 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 or in respect of the Legal Expenses section, arranged and managed by Lexceteras Ltd.

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

**'You' and 'your'** means any person who has booked to travel with the travel company shown on the top of page 1 and who is normally resident in the *United Kingdom* or other European Union member country. Each person is separately

insured. For those resident outside EU, cover will commence from *your* arrival in Europe in respect of all sections other than the cancellation part of Section 3 which shall exclude the cost of the flight from *your* original departure point to Europe.

## TERRITORIAL LIMITS

This insurance applies to the continent to which *you* have booked *your* travel.

## SECTION 1

### EMERGENCY MEDICAL, REPATRIATION AND ASSOCIATED EXPENSES

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

- a) all emergency medical treatment which is considered medically essential by the local treating doctor and cannot 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 is 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* usual country of residence if it is medically necessary for them to travel to and stay with *you* and accompany *you* during the journey to *your* home or hospital,
- f) the cost of returning *your* remains to *your* home or of a funeral in the country where *you* die, up to the equivalent cost of returning *your* remains to or within the *United Kingdom* or *your* usual country of residence,
- g) physiotherapy or chiropractor treatment, after *you* have returned home provided the treatment is as a direct result of an injury sustained on *your trip* and subject to written confirmation by *your* usual doctor.

**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, (but see b) below).

### We will not pay

- a) the excess shown on page 1 for each and every loss, unless *you* have paid the appropriate additional premium,
- 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 six 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 six 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 complications unless:
    - a) a doctor's certificate is issued to *you*, prior to travel, stating *you* are fit to travel for the intended *trip* and no complications are expected,
    - b) if at the start of, or during *your trip*, when travelling by air or sea, there is less than 34 days until the date on *your* confinement note. This period is extended to 62 days if *you* are expecting more than one child,
  - (vi) have been advised of a terminal condition.

However, we may agree not to apply any of the above or to accept this insurance at special terms or at an additional premium if *you* apply to us by telephoning 0845 180 0062 and quote reference MPOP34/09.

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

## SECTION 3

### CANCELLATION OR CURTAILMENT

Cancellation cover starts from the date of *your* booking confirmation.

**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, up to the final invoice cost of the *trip* but not exceeding the amount shown in the schedule in all, (excluding the insurance premium), including the cost of locally purchased services, in respect of *your* travel and accommodation costs and other expenses, which are not recoverable elsewhere:

- a) if *you* have to cancel or *curtail your trip* as recommended by *your* usual doctor, or for *curtailment*, by a local doctor because of:
  - (i) *your* death, injury or illness,
  - (ii) the death, injury or illness of a *relative*, travelling companion or a *business colleague*,
  - (iii) the death, injury or illness of a *relative* of a travelling companion or of a person with whom *you* intended to stay,
  - (iv) medical complications if *you* are pregnant, (but see we will not pay e) opposite),
- 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, or the redundancy of *your* parent(s) or guardian(s) provided that they or *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 not pay**

- a) the excess shown on page 1 for each and every loss, unless *you* have paid the

appropriate additional premium,

- 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 six 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 six months prior to booking *your trip* resulting from a deterioration in the condition being treated,
  - (iv) have any medical condition for which *you* are on a hospital waiting list or awaiting the results of tests or investigations,
  - (v) have been advised of a terminal condition,
  - (vi) are aware of any medical or mental condition including stress and anxiety of any *relative* or *business colleague* whether travelling with *you* or not on whose state of health *your* decision to cancel or *curtail your trip* may depend.

However, we may agree not to apply any of the above or to accept this insurance at special terms if *you* apply to us by telephoning 0845 180 0062 and quote reference MPOP34/09.
- c) any claim:
  - (i) if *you* book or travel against medical advice, or
  - (ii) for *curtailment* if *you* become ill or suffer a deterioration to a medical condition after purchasing this insurance and fail to obtain medical approval on *your* fitness to travel,
- d) any claim if *you* travel with the intention of receiving medical treatment,
- e) any claim arising out of pregnancy or childbirth where *you* have a history of previous gynaecological complications unless:
  - (i) a doctor's certificate is issued to *you*, prior to travel, stating *you* are fit to travel for the intended *trip* and no complications are expected,
  - (ii) if at the start of, or during *your trip*, when travelling by air or sea, there is less than 34 days until the date on *your* confinement note. This period is extended to 62 days if *you* are expecting more than one child,
- f) for *curtailment* arising out of manual labour.

**Please note:**

- a) that *curtailment* claims will be based on a pro-rata of the full holiday cost and calculated from the day *you* return to the *United Kingdom* or *your* usual country of residence or *you* are hospitalised as an in-patient. The cost of unused excursions will be refunded in full,
- b) once a claim has been made for the cancellation part of this section, all liability under this insurance shall end.

**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*.

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

## SECTION 4

### 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 additional travel and 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* acquired this insurance,
- c) for a claim under this section and Section 5, 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 General Conditions at the end of this document.

## SECTION 5

### DELAYED DEPARTURE OR 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.

#### We will not pay

- the excess shown on page one for each and every loss, unless you have paid the appropriate additional premium,
- for a loss under this section and Section 4 caused by the same event,
- for a loss caused by a strike if it had started or been announced before you bought this Insurance,
- if you fail to check-in on time,
- if transport services are withdrawn as the result of a recommendation or instruction from the Civil Aviation Authority, Port Authority or similar body.

**Condition** It is a requirement of this insurance that you must be in attendance at the air or 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 General Conditions at the end of this document.

## SECTION 6

### 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, 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

- the excess shown on page 1 for each and every loss except for baggage delay, unless you have paid the appropriate additional premium,
- for any loss where you have unreasonably left any personal effects unattended,
- 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,
- 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, sports equipment whilst in use (other than ski boots), contact lenses, non-prescription sunglasses, computer, mobile telephones, electronic equipment of any kind, or antiques,
- 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,
- for any personal effects which are detained, seized or confiscated by customs or other officials.

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

- you obtain a Property Irregularity Report from your airline if your baggage is lost, delayed or damaged in transit before you leave the airport,
- 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 immediately, but no later than within 48 hours of discovery, and a written report is obtained.
- 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 7

### 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

- the excess shown on page 1 for each and every loss, unless you have paid the appropriate additional premium,
- for loss or theft from an unattended motor vehicle nor from unaccompanied baggage whilst in transit,
- for any loss where you have unreasonably left money unattended,
- 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:

- in the event of the loss or theft of personal money the loss is reported to the police immediately, but no later than within 48 hours of discovery, and a written report is obtained,
- 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 8

### 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:

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

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

#### We will not pay

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

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

- in the event of the loss or theft of your passport the loss must be reported to the police immediately, but no later than within 48 hours of discovery and a written report obtained,
- 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 9

### 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:

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

#### We will not pay

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

If any incident occurs which is likely to result in a claim, you must download a claim form from [www.mpibrokers.com](http://www.mpibrokers.com) and notify us immediately in writing. Any correspondence and documentation you receive must immediately be sent, unanswered, to the address shown on the claim form. You must not discuss or negotiate your claim with any third party without written consent from us. Failure to comply with any of the above may affect the assessment of your claim.

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 if you are injured or die during the period of your trip, for:

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

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

### We will not pay

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

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

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

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

## SECTION 11

### 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. If at the date of the accident you are aged under 16, the amount we will pay in the event of your death is £3,500. Otherwise, the total amount we will pay under this section is the total sum insured (see page 1).

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

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

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

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

### 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 12

### INCONVENIENCE COVER

**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 United Kingdom departure point should you be unable (as certified by a doctor) to collect and drive the vehicle yourself.

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

## SECTION 13

### WINTERSPORTS EQUIPMENT AND OTHER EXPENSES

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

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

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

**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.

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

### We will not pay

- a) the excess shown on page 1 for each and every loss except for delay of your ski equipment, unless you have paid the appropriate additional premium,
- b) for loss or damage
  - (i) caused by any process of cleaning, repairing or restoring or
  - (ii) to ski equipment in transit unless reported to the carrier and written acknowledgement is obtained.
- c) theft of ski equipment not reported to the police in 48 hours.

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

## SECTION 14

### 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 fees, including private lessons and guides, 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 48 hours of discovery and a written report obtained.

**We will not pay** for a loss caused by a strike if it had started or been announced before you bought this Insurance.

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

## SECTION 15

### PISTE CLOSURE

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

### We will pay

- a) 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,
- b) the full amount shown on the schedule per day if you are unable to travel to another resort.

If, because of a lack of snow, strike, power failure, or adverse weather you are unable to ski in your pre-booked resort for a complete day or more.

The maximum we will pay under this Section is £200.

Please refer to the General Exclusions and 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:

- i) you are wearing a crash helmet, and
- ii) the driver holds a valid driving licence to ride in the country you are visiting,
- iii) the engine capacity of the Motorcycle or Quad Bike is under 125cc, 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:

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

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

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

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

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

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

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

- (i) inexperienced and not accompanied by a properly qualified instructor or,
- (ii) diving to a greater depth than 30 metres or,
- (iii) diving alone,
- j) mountaineering usually requiring the use of guides and ropes, or potholing, the Cresta Run, bobsleighbing, ski-jumping, hang-gliding, freestyle skiing, ice-hockey,
- k) any form of racing or competition other than:
  - (i) ski, snowboard or ski-bob racing or competition where the event has an entry age of under 16, or
  - (ii) ski, snowboard or ski-bob racing or competition where the event is not a National or International race or competition,
- l) parapenting, other than that which is not booked or planned before you go on your trip and then only if with a recognised school on a trial basis,
- m) any loss, death, injury or sickness of yours resulting from you taking part in civil commotions or riots of any kind,
- n) any loss of any kind, except as may be specifically provided for in this insurance,
- o) the breaking of or failure to comply with any law whatsoever,
- p) you holding another policy of insurance covering the event giving rise to a claim (see Condition 5),
- q) you being aware of any circumstance(s) which could reasonably have been expected to give rise to a claim at the time of purchasing or taking out this insurance.
- r) failure to comply with any Conditions within this insurance policy.

## GENERAL CONDITIONS

### Applicable to all sections

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

## APPLICABLE LAW

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

## DATA PROTECTION ACT

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

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

# W I N T E R S P O R T S I N S U R A N C E

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.

With effect from 01/01/2010 the above amounts change to 90% of the whole claim with no upper limit.

## 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. 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.

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

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