Policy Wording travel





This document forms part of the Certificate of Insurance issued to you. The sums insured are as shown below, and the full policy wording starts on page 2. Please read this carefully and should you have any queries, concerns or comments please contact MPI Brokers at info@mpibrokers.com

The excesses for each and every loss are shown below and are more fully described on page 5.

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Schedule of Sections and Sums Insured

Sections/Package	Economy	Excess	Standard	Excess	Excel	Excess
1 Emergency Medical Expenses	£1,000,000	£200	£5,000,000	£150	£5,000,000	£100
(Physiotherapy/Chiropractor at Home**)	_		(£300)		(£600)	
(Relative/friend travel costs)	(£500)		(£1000)		(£2000)	
(Emergency phone calls)	(£50)		(£50)		(£50)	
(Dentistry)			(£750)		(£1000)	
2 Hospital Benefit	£140		£350		£560	
(per night)	(£10)		(£25)		(£40)	
3 Cancellation or Curtailment	£500	10%*	£3,000	10% / £150*	£5,000	10% / £100*
4 Personal Liability	£5,000,000	£275 PD	£5,000,000	£275 PD	£5,000,000	£275 PD
5 Personal Accident	£5,000		£20,000		£30,000	
Death benefit for children under 16			(£5,000)		(£5,000)	
6 Missed Departure and Delayed Arrival	-		£750		£2,500	
7 Travel Delay						
Each 12 hours	_		£30		£50	
Maximum, or			£150		£300	
Abandonment after 12 hours			£3,000	£150	£5,000	£100
8 Personal Effects			£2,000	£150	£2,500	£100
(Single Article Limit)	-		(£300)		(£400)	
(Valuables)			(£300)		(£400)	
(Delayed Baggage)			(£300)	(Nil)	(£400)	(Nil)
(Loss of keys)			(£275)	(Nil)	(£275)	(Nil)
(FX card)			(£500)		(£500)	
9 Money	-		£200	£50	£400	£50
10 Legal Expenses	-		£25,000		£50,000	
11 Passport	-		£350		£600	
12 Additional Delay Costs			£600		£1,000	
13 Golf			£2,000	£150	£3,000	£100
(Golf Equipment)	-		(£1,800)		(£2,500)	
(Green Fees)	-		(£200)		(£500)	
(Hole in one)	_		(£100)		(£150)	

Wintersports Extension

14 Wintersports Equipment			£1,000	£150	£1,500	£100
(Own equipment)		-	(£750)		(£1,000)	
(Hired equipment)		-	(£500)		(£700)	
(Hiring equipment)			(£250)		(£300)	
15 Ski Pack	-		£600		£800	
16 Piste Closure Benefit	-		£300		£600	
(per day)			(£30)		(£60)	

Key to abbreviations in the box above

'PD' means Excess is for Property Damage only

The amounts shown above in brackets are 'inner limits' and are included within the overall Sum Insured.

** Home is defined on page 2

^{&#}x27;-' means this section is not included

 $^{^{\}star}\,$ means 10% of your loss or the excess shown whichever is the lower

Policy Wording



In consideration of the premium shown on the Certificate of Insurance this insurance is underwritten by certain insurers as shown on page 13 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.

Each person listed under the heading 'Insured' is separately and individually insured for the period and destinations shown on the Certificate. Where an entity is shown as the insured those shown under the heading interest on the certificate of insurance shall hold an interest under this insurance.

This insurance is subject to the exclusive jurisdiction of the Courts in the various countries of the United Kingdom.

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Travel Insurance

This policy provides you with insurance for various risks you assume whilst traveling in the UK and abroad, and pre-travel.

The full extent of the provisions together with conditions and exclusions are contained below and on subsequent pages. We urge you to read these and in particular the sections relating to 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 14. We urge you to read this before phoning.

Claims

If you wish to file a claim please refer to the information given on page 14 – 'How to file a claim' which is also available on our website.

Terms Conditions and Exclusions

Information provided by you and 'Non Disclosure' or 'Misrepresentation'

When you purchased this insurance, be it online or from MPI Brokers, you were asked questions relating to this policy. We were required to draw to your attention that, under the Consumer Insurance (Disclosure and Representation) Act 2012, you were obliged to give due consideration in your answers to our questions and that all information supplied was, to the best of your knowledge, accurate.

Should it subsequently transpire that any answers to questions were incorrect or should there be any change in your circumstances e.g. your destination or planned activity(ies) please inform MPI Brokers immediately, failure to do so may render your policy void.

If there has been a change in your health, Condition c) under the medical section and condition b) under the cancellation section, you are required to visit your doctor to seek approval to travel or not.

Any event or set of circumstances known to you which could not have been known to the insurers must have been disclosed at the point of purchase or when applying for any extensions unless you had a medical condition that you have chosen to exclude.

Any words in the singular shall also mean the plural where applicable and words in the masculine shall mean the feminine where applicable, and vice versa

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

Business Colleague means any person with whom *you* work closely and whose absence necessitates the cancellation or *curtailment* of the *trip* as certified by a director or partner of the business

Curtailment and Curtail means cutting *your trip* short by early return to *your* normal place of residence, or *your* admission to hospital as an inpatient

Event means an *event* that is planned and organised by a club, association, company, charity, local authority, or similar, or a person on behalf of any of the above and all arrangements have been made. For the purpose of this definition a *trip* is not necessarily an *event*

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

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

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

Home means your usual country of residence in UK or Ireland or if a British passport holder residing in Europe

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 Academy means any school, academy or establishment except a ski club not associated with a *ski academy*, offering ski training and coaching which may or may not be in association with general education

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

Travel Provider means any company, tour organiser, tour operator, accommodation provider/agent, airline or other transport

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

Transport means any aeroplane (whether chartered or scheduled), ship, train, ferry, taxi or coach on which you are booked to travel or own/hired car

Trip means any trip, journey, duration of your stay or excursion

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

Valuables means photographic, audio and video equipment (including GoPro), prescription glasses, prescription sunglasses, telescopes and binoculars, jewellery, watches, including fitness trackers 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 13

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

You and your means each person shown on the attached certificate resident in the *United Kingdom* or EU and the continent of Europe and for whom a premium has been paid. Each person is separately insured for each *trip*.

Options

Where your certificate of insurance does not show any Options then none shall apply. Where Option(s) have been chosen this will show on the certificate. The policy is amended as described below for the chosen Options:

Amateur Rugby means insurance is extended to include playing amateur rugby

Baggage or Luggage Forwarding means insurance is extended to include *personal effects* in transit up to 5 days either side of *your trip*

Course Fee Curtailment means Section 3 (Cancellation and Curtailment) is extended to include the whole cost of the course fee following an injury certified by a local doctor. Excluding courses run by Ski Academies unless the policy has been endorsed accordingly

Covid 19 Extension means this extension shall include Covid 19 under Section 3 (Cancellation only) in the event that *you* or a travelling companion, test positive for Covid 19 or are denied boarding an aircraft, train, or ferry due to an above normal temperature and later test positive for Covid 19 provided *your* test is uploaded to the government website and *you* have been instructed to self-isolate by a local doctor, hospital or health authority,

The medical section 1 is extended to provide up to £2000 for reasonable and necessary costs of self-isolation in the event that *you* test positive for Covid 19 and provided *your* test is uploaded to the government website and *you* have been instructed to self-isolate by a local doctor, hospital or health authority

Delete Cancellation means the cancellation part of Section 3 is deleted

Delete Personal Effects means Section 8 is deleted

Event Cancellation means Section 3 (Cancellation and Curtailment) is extended to include the cancellation of an event by the organisers following the advice/instruction from a local authority where appropriate in the event of: fire, lightning, explosion, aircraft impact, flood, avalanche, strike or industrial action, power failure, denial of access to the event, inclement weather, lack of snow, public mourning or death of one or more participants, if *you* have booked to attend and the event is the reason for *your trip*

Where travel has commenced and the *event* is cancelled after arrival, settlement shall be limited to 25% of the cost of travel and accommodation and 100% of the entry fees for the *event*, if any

Excess Waiver means all excesses are waived from the policy and shall not apply other than the excess under the Personal Liability section. Where the option of Ski Racing in National or International events have been chosen the excess waiver is not available

Increased Cancellation means the sum insured under Section 3 (Cancellation & Curtailment) is increased by £5,000 per person

Increase Personal Effects means that the sum insured is increased to £4000, with the single article limit to £600 and the *valuables* to £1,000

Laptop/Tablet means that the sum insured under Section 8 is increased for the lead person named on the certificate only by £1,500 depending on the option taken and the single article limit is increased to £1,500 in all in respect of one laptop/tablet only. If more than one person requires cover please contact MPI Brokers on +44 (0) 1428 778000

Major Natural Events means section 7 (Travel Delay) is extended to include fire, earthquake, tsunami and volcanic eruption

Mobile Phones means the exclusion of mobile phones under Section 8 is deleted in respect of theft or *loss* under the standard package and theft, *loss* or damage under the excel package. The sum insured for the phone is £500 and the overall sum insured is increased accordingly

 ${\color{red}\textbf{Mountain Biking}}\ \text{means means the policy is extended to cover the activity}$

of amateur non-competitive low grade road and off road mountain biking, provided personal protection equipment is worn at all times, plus Section 8 Personal Effects is extended to include a mountain bike up to £1,000 own or hired, for damage and/or theft including fixtures and fittings Reduced Wintersports limits the 'skiing' element of Wintersports to Langlauf/Ski de fond (Cross country/Nordic skiing)

Ski Racing in National or International Events extends cover to include ski and snowboard racing in national and international *events* e.g. British Championships and Combined Services with an entry age of 16+

Sports Equipment other than ski and *golf equipment* this means the *personal effects* section is extended to include sports equipment *you* take on *your trip* or hire locally and will include damage whilst in use. The sum insured is £1,000 in all for sports equipment and the sum insured under section 8 is increased accordingly

Up to 60 days any one trip means that under a Multi Trip the maximum period any one *trip* is extended from 30 to 60 days

Up to 90 days any one trip means that under a Multi Trip the maximum period any one *trip* is extended from 30 days to 90 days

There is a limit of 17 days Wintersports any one *trip*, which may be increased by taking one of the following options

Up to 31 days any one trip means that under a Multi Trip the maximum period any one *trip* including Wintersports option is extended from 17 to 31 days

Up to 62 days any one trip means that under a Multi Trip the maximum period any one *trip* including Wintersports option is extended from 17 to 62 days

Yacht Charter Excess Waiver means that any charge levied on *you* by a Charter Company following damage to the Yacht is insured up to £750

Participating in Sports and Activities

Other than sking, watersports, and mountain biking described below if *you* are planning to participate and have pre-booked any sport(s) or activity(ies) which could be considered hazardous, or unusual:

please contact MPI Brokers at info@mpibrokers.com

to establish the cover available or we may if necessary, arrange a more suitable policy

Wintersports

This insurance applies to all forms of wintersports except those excluded where the appropriate premium has been paid and 'Yes' is shown against Wintersports on *your* certificate.

General Exclusion 'k' (on page 12) is replaced by: any form of racing or competition (but see racing extension below), Bobsleigh, Ski-Jumping, hang-gliding, ice-hockey, luge, Cresta Run, whether a competition or not, and officially organised practice or training for these *events*.

This policy includes skiing and snowboarding 'off piste' with or without a guide and ski touring. There is, however, a general requirement, common to all insurance, to behave in a sensible manner.

Racing

The following types of races are included:

Dinghy racing, ski racing, including ISIA Test, The Masters, The Inferno, The Amateur Inter-Club Ski Championships, The Parsen Derby, Inter-Livery Ski Championships, Inter-Forces Divisional Championships (Army, Navy, Airforce), English, Welsh, Scottish and Irish Championships. Any national or international ski championships where children under 16 participate in a race including practice or training for these *events*.

The following racing types are excluded:

Ski racing in The British National Ski Championships, The Combined Services and any other International Ski Race or Competition with an entry age of 16+ (other than those shown in the paragraph above) and any other form of racing or competition other than on foot.

See Options if you wish to remove these exclusions during the purchase journey.

Ski Academy

Course fees are excluded under section 3. To apply for this cover please go to www.mpibrokers.com/skiacademyinsurance complete the form and send to us.

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.

If you are planning to sail outside Western Europe and more than 12 miles off shore please apply for terms giving a detailed itinerary of your planned passage, and experience of skipper and crew.

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 policy will cover amateur non-competitive mountain biking, cross country and trail riding provided personal protection equipment is worn at all times. See Options to extend to more advanced mountain biking.

Business Travel – extension to Multi Trip

The insured shall be the company or firm as shown on the Certificate. Those shown as 'interest' on the Certificate, shall be the staff of the insured who shall simply hold an interest under the policy.

Where there is reference to the 'Insured' in the Policy Wording this shall refer to those holding an interest who must act at all times as if uninsured and file any claim with the company or firm.

In addition:

Section 1 - additional necessary travel and accommodation costs for a business colleague to continue the work of the company in the event that following your death, injury or sickness or that of a close relative you are unable to continue a business trip

Section 3 - to indemnify the company or firm in the event of a *loss* under this section other than for leisure travel

Section 8 - the sum insured is increased by £1500 and extended to include company property, mobile phones and samples. In addition the single article limit is increased to £750, the *valuables* limit is increased to £1000, the delayed *baggage* limit is increased to £750

Section 9 - the sum insured is increased to £500 and shall include company *money*.

Travelling if Pregnant

Pregnancy is not a medical condition, so *you* are able to travel 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. See Section 1 b) and Section 3 for cover.

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.

Period of Insurance

Single Trip This insurance is valid for the dates shown on *your* certificate. In respect of Section 3 (Cancellation and Curtailment) commences on the date of issue shown on the Certificate.

In the event that your travel plans change and no *loss* has occurred which is subject to a claim the travel commencement date may be amended for up to 30 days after which the policy will naturally expire and no premium refund will be due

Multi Trip This insurance is valid for the dates shown on *your* certificate. *You* will be insured under all sections for all travel that commences during the period shown on *your* certificate. If any one *trip* is longer than the number of days shown on *your* certificate *you* will be insured for the first continuous period of a *trip* up to the total number of days.

In respect of the Cancellation part of Section 3, insurance attaches from the date of booking any *trip* or commencement of this insurance, whichever is the later, and ceases at the time of departure from *home* or business whichever is the latest or on the expiry of this insurance, whichever is the earlier.

Each Trip is separately insured.

Single and Multi Trip

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

For all other sections and the *Curtailment* part of Section 3, if travelling from the *United Kingdom*, Republic of Ireland, or *your* normal place of residence in a member state of the EU, insurance attaches when *you* leave *your home* or place of business or on the commencement date shown on the certificate whichever is the later.

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

This insurance includes *trips* within *your* country of residence provided there is one or more pre-booked overnight stays or *your trip* involves air travel.

Each Trip is separately insured.

Excesses

Under some sections of this insurance, claims will be subject to an excess which is the amount deducted from *your loss*. The excesses shown in the table on page 1 apply unless an additional premium has been paid and is shown on the certificate other than section 4. Where the option of Ski Racing in National or International events have been chosen the excess

waiver is not available.

Cancellation Section

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

Personal Liability

Under Section 4, all three packages carry an excess of £275 for each and every *loss* for damage to temporary trip accommodation.

Business Trave

Where *your* certificate of insurance shows under insurance type 'Business Travel' no excess shall apply, other than that under Section 4 Personal Liability as above.

Multi Section Claims

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.

Renewals - Multi Trip only

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

Territorial Limits

You are insured to travel to and within the country or countries shown under the heading 'Destination' on your certificate and neighbouring countries as shown below

If your certificate shows the area as 'United Kingdom' you are insured to travel within the United Kingdom.

If *your* certificate shows the area as 'France' *you* are insured to travel to and within France and up to 24 hours at any one time in a neighbouring country.

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

If your certificate shows the area as 'Worldwide excluding USA, Canada and Mexico' (other than up to 48 hours stopover) you are insured to travel anywhere in the world other than USA, Canada and Mexico.

If your certificate shows the area as 'Australia/New Zealand' you are insured to travel to and from and within these countries and for up to 7 days worldwide on your original outward and final return journeys.

If *your* certificate shows the area as 'Worldwide' *you* are insured to travel anywhere in the world.

FCDO Travel Warning

If you travel to a country which the Foreign, Commonwealth and Development Office has advised against all travel or all but essential travel to, we will not pay for loss, damage or injury if the loss is due to the reason for the FCDO warning - unless you are permitted to travel

If you have not departed you may have a claim under the cancellation section (3).

Conditions and Exclusions

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Please refer to the general conditions and exclusions on pages 11 and 12 which apply to all sections under this policy. There are also specific conditions and exclusions relating to each section.

Section 1

Emergency Medical, Repatriation and Associated Expenses

We will pay up to the amount shown on the Schedule on page 1 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:

- a) 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
- b) 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
- c) 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
- d) dental treatment for the relief of sudden and unexpected pain to sound and natural teeth which may include filling(s) and temporary crown
- e) the cost of necessary telephone calls directly arising out of a claim under this section up to £50 in all
- f) 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
- g) (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
- h) 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*.
- i) 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

- a) loss(es) if at the time of taking out this insurance you:
 - (i) are aware of any circumstances or set of circumstances that could reasonably have been 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 last 12 months
 - (iii) have been taking continuous medication and have had a change in medication or an increase in dosage in the last 6 months 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

Unless the policy has been suitably endorsed

b) any loss if you:

- (i) travel against medical advice, or travel to obtain treatment abroad or any ongoing treatment or for the cost of continuing medication, or if *you* fail to take medication as prescribed by *your* doctor
- (ii) fail to comply with Condition (c)
- c) costs incurred for any medical or associated expenses:
 - (i) in the *United Kingdom* or *your* normal country of residence, or which is not immediately necessary and can wait until *you* return *home*
 - (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) 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 and take other precautions as advised by your usual GP/Surgery or Travel Clinic
- d) for the cost of single or private room accommodation, unless it is medically necessary or if there is no alternative.
- e) losses whilst working off-shore (other than Watersports), work outside higher than six metres above the ground, work underground, or whilst using chainsaws
- f) any losses associated with childbirth

Conditions It is a requirement of this insurance that:

- a) you contact the Assistant Company and follow the instructions on page 14, Medical Assistance and Claims
- 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 (EHIC) and Global Health Insurance Card (GHIC) in Europe and Medicare in Australia
- c) if you become ill or you are injured or suffer a deterioration in a medical condition after the issue date of the policy or in respect of multi-trip insurance after booking a trip, you must obtain approval or not from your normal GP on your fitness to travel and to participate in any activity or sport and inform him you are intending to travel
- d) where applicable, you attend a recognised medical practitioner or travel clinic in good time before departure and follow the advice given in respect of inoculations and other protective medications and preparations.

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 wording under 'We will not pay' and 'Conditions' in Section 1, as they also apply to this Section.

Section 3

Cancellation or Curtailment

We will pay up to the amount shown on the schedule in all per trip following an event giving rise to a claim under this insurance which occurs during the period of insurance for deposits and other payments made by you or on your behalf, or for which you are liable to pay in contract up to the total cost of your trip (less the insurance premium and tax), including the cost of locally purchased services, if your trip is or has to be cancelled or curtailed provided in respect of cancellation the most we will pay will be the applicable cancellation charges levied on the date you cancelled your trip:

a) following a recommendation by *your* usual doctor or that of any person shown in (i) to (vii) below or in respect of *curtailment*, by a locally

registered doctor due to death, injury, illness or quarantine of:

- (i) you
- (ii) a relative/guardian
- (iii) a travelling companion
- (iv) a relative of a travelling companion
- (v) a person with whom you intended to stay
- (vi) a relative of a person with whom you intended to stay
- (vii) a business colleague

and you and any of those shown in (ii) to (iii) above being:

- 1) called to serve on a Jury or as a witness in court other than as an expert witness
- 2) unexpectedly required for emergency and unavoidable duty as a member of the armed forces, police, fire, nursing, ambulance, or coastguard services
- 3) made redundant, applicable to (i) only provided that at the time of booking *your trip you* had no reason to believe that *you* would be made redundant
- b) due to the police requiring *you* or your travelling companion's presence at *your* or their *home* or place of business following a fire, flood or burglary at these premises within 14 days of *your* departure, or whilst on *your trip*
- c) following the theft, fire or *accident* to *your* or *your* travelling companion's car within 7 days of *your* departure. This only applies if *you* are using *your* or *your* travelling companion's own car for the whole *trip*
- d) should *your* pre-booked accommodation become uninhabitable or inaccessible at any time prior to *your* departure, or whilst *you* are away, we will pay for similar alternative accommodation, provided this does not exceed the cost of cancellation
- e) following a warning issued by the Foreign and Commonwealth Development Office that a country or countries or a part of those countries *you* are booked to travel to have advised against all but essential travel, provided this warning was issued after *you* booked insurance and *your trip*. Please see Condition b) below.

We will also pay:

- f) additional charges levied by *your Travel Provider* in the event that one or more members of *your* party on a group booking, cancel their *trip* for any reason which results in the reversal of *your* groups' discount. Not exceeding 25% of the original cost of the *trip* and the excess shall not apply
- g) the intrinsic value of *your trip* costs where reward points have been used to purchase *your trip*. Payment will be made upon the purchase of a replacement *trip* within twelve months of the date of *loss* after which the claim will be lapsed
- h) any reasonable additional costs for *you* to return *home* earlier than planned following the death, injury or illness of a *relative*, *business colleague* or travel companion, provided this is necessary and *you* would have returned *home* early even if not insured

We will not pay:

- a) any *loss* if at the time of purchasing this insurance or booking *your trip* whichever is the later if *you*:
 - (i) are aware of any circumstances or set of circumstances which could reasonably be expected to give rise to a claim
 - (ii) have had any medical or mental condition(s), including stress and anxiety, which has resulted in referral to a hospital or a consultant in the 12 month period prior to purchasing this insurance
 - (iii) have been prescribed and are taking medication continuously and

- in the six month period prior to purchasing this insurance there has been a change in the medication or increase in dosage due to a deterioration in the condition being treated
- (iv) have any medical condition for which *you* are awaiting an appointment or for treatment, tests or investigations or awaiting the results of tests or investigations
- (v) have been advised of a terminal prognosis

unless the policy has been endorsed accordingly

- b) any loss if you are aware of the following affecting a relative who:
 - (i) is on a waiting list for surgery, treatment, tests or investigations
 - (ii) has attended *Accident* and Emergency in the 12 months period prior to purchasing of this insurance
- c) any *loss* arising out of *your* pregnancy or childbirth where *you* have a history of previous gynecological complications unless *you* have complied with condition (c) and in any event not within four weeks of the date shown on the confinement note if traveling to and within the UK and Europe and eight weeks anywhere else in the world
- d) any *loss* if *you* have booked a *trip* to travel with the intention of receiving medical treatment
- e) *curtailment* whilst engaged in work off-shore (other than watersports), work outside higher than six metres above the ground, work underground
- f) *loss(es)* incurred for *Ski Academy* course fees paid or for which *you* are contracted to pay due to nonattendance for any reason unless the appropriate addition premium has been paid and the certificate of insurance is endorsed accordingly.

It is noted:

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- a) that *curtailment* claims shall be based on a pro-rata of the full *trip* cost and calculated from the day *you* depart to the date of *your* booked return to *your* usual country of residence, or *you* are hospitalised as an in-patient. The cost of unused excursions will be refunded in full
- b) if attending a course and you are unable to continue the whole course following an injury as certified by a local doctor we shall pay pro-rata of the course fee unless you have chosen the Option to cover the whole course fee
- c) if there is a settlement under the cancellation part of this section following a loss, insurance under all other sections of the policy shall cease

Conditions It is a requirement of this insurance that:

- a) all arrangements for your trip have been made including but not limited to: travel documents being correct, you hold a current visa(s) as applicable, payments to your travel provider have been made in full and your passport is valid
- b) if you become aware of any circumstances which make it necessary for you to cancel your trip you must do so by informing your Travel Provider(s) in writing immediately and obtain a cancellation invoice and any refunds that may be available together with proof of payment. Alternatively, If your trip is changeable to another date, we will pay any difference in cost, but no more than the cost of the original trip provided you have filed a claim within 31 days of the original event
- c) If you are pregnant or become pregnant after the inception of this insurance you must obtain approval to travel or not and participate in any activities from your usual doctor and that no complications are expected
- d) if *you* become ill or you are injured or suffer a deterioration in a medical condition after the issue date of the policy or in respect of a multi-trip insurance after booking a *trip*, you must obtain approval or

not from your normal GP on your fitness to travel and to participate in any activity or sport and inform him you are intending to travel.

Section 4

Personal Liability

We will pay up to the amount shown on the schedule, in addition to legal costs of defending a claim made against you and incurred with our written consent, for your legal liability if, following your negligence you cause:

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

during *your trip* and whilst participating in activities insured under this insurance including: ski hosting, leading, teaching or lecturing, including advice, on a non-professional and voluntary basis and *your* contractual liability for the actions of travelling companions for whom *you* have booked a *trip*

We will not accept liability

- a) for property owned by *you* or a member of *your family* or, under *your* care, custody or control, other than temporary *trip* accommodation and its contents, or the use of *yachts* or vessels which has covered accommodation, motorised waterborne craft with an engine capacity in excess of six horsepower, airborne craft of any description, motorised vehicles, other than the use of: snowmobiles, electric bikes and scooters, golf buggies, go-karts and ice-karts provided that *you* hold the required permissions and licence for the use of these vehicles if applicable
- b) to *your* employees or members of *your family* or household or to their property
- c) arising out of or in connection with your trade, profession or business, or assumed under contract, other than that provided for, unless you would have been liable anyway
- d) arising out of the ownership, possession, use or occupation of land or buildings, other than temporary *trip* accommodation
- e) for animals, firearms or weapons under your care, custody or control
- f) arising out of your criminal, malicious or deliberate acts.
- g) for punitive and exemplary damages

Conditions

- a) if an incident happens you must inform MPI Claims immediately
- b) any correspondence and documentation *you* receive must, as soon as possible be sent, unanswered, to MPI Claims
- c) You may not discuss or negotiate any claim brought against you with any third party or their representatives without the written consent from us
- d) *You* must complete a witness statement which is available at www.mpibrokers.com/travelinsurance/witnessstatement or phone/ email MPI to ask for a copy. Where possible any other witnesses should be asked to submit a witness statement.

Section 5

Personal Accident

Specific definitions applying to this section

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

Loss of Limbs means physical *loss* of a hand, arm, leg or foot or complete and permanent *loss* of use of these.

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

We will pay a benefit of the amount shown on the schedule if you have an accident whilst you are on your trip which within 12 months is the sole cause of your death, permanent total disablement, loss of sight or loss of a limb. For children aged 16 or under on the date of loss, the death benefit is reduced to £5,000.

We will not pay any loss if you:

- a) travel against medical advice, or
- b) engage in physical work involving the use of industrial machinery, or any work outside more than 6 metres above the ground, or work under ground.

Section 6

Missed Departure And Delayed Arrival

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

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

We will not pay

- a) for a *loss* following an incident over which *you* had control, other than a road traffic *accident* involving a vehicle *you* were driving
- b) for a *loss* caused by a strike if it had started or been announced before *you* bought this insurance or booked a *trip* whichever is the later
- c) any amounts refunded by your travel provider(s)
- d) for a loss under this section and Section 7, caused by the same event.

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

- a) obtain a written report from the *Travel Provider* confirming the delay, the period of delay and it's causes
- b) obtain a written report if the vehicle in which *you* are travelling breaks down or is involved in an *accident*.

Section 7

Travel Delay and Abandonment

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 the amount shown on the schedule for each complete 12 hour period of delay if your prebooked 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, or if *your transport* is cancelled for one or more of the reasons shown above, from the *United Kingdom*, Republic of Ireland, or *your* normal place of residence in Europe, *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 provided for under Section 3, less any excess or, if *you* wish to continue *your trip we* will pay a pro rata amount of the total cost of *your trip* for each full lost day of *your trip*.

We will not pay

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- a) for a loss under this Section and Section 6 caused by the same event
- b) for a *loss* caused by a peril if it had started or been announced before *you* bought this Insurance or booked a *trip* whichever is the later

- a loss if you fail to check-in on time, unless you have been advised by your travel provider or airline not to do so, or there has been a public announcement to this effect
- d) a *loss* if *transport* services are withdrawn as the result of a recommendation or instruction from the Civil Aviation Authority, Port Authority or similar body
- e) any amounts refunded from the travel provider.

Condition It is a requirement of this insurance that *you* must be in attendance at the air, sea port or railway station and obtain a written report from the carrier confirming the delay and its reason. If advised not to attend please provide a copy of correspondence confirming this request.

Section 8

Personal Effects

We will pay up to the amount shown on the schedule for any one event and in all following a series of events giving rise to a claim under this insurance which occurs during the period of insurance for loss or theft of, or damage to, your personal effects, after making allowance for wear, tear and gradual deterioration, denting or scratching.

We will also pay for loss or theft of travellers cheques, travel tickets and accommodation vouchers, driving licence, ski pass including any reasonable additional costs in obtaining replacements, and misuse of FX card

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 breakage of fragile *personal effects* unless caused by fire or *accident* to the *transport* in which you and your effects is travelling
- b) for loss or theft of, or damage to:
 - bicycles*, motor vehicles, trailers, caravans, waterborne craft and their fittings, sports equipment* whilst in use (other than ski boots), contact lenses, non-prescription sunglasses, antiques, computers, mobile phones*, Drones, and electronic equipment*, (other than audio equipment including one iPod or similar, including associated equipment to any of the above e.g. wires, cases, USB plugs or similar
 - * unless relevant option has been chosen during the purchase journey
- c) for any *loss* or damage caused by moth or vermin, any process of cleaning, repairing or restoration, leakage of powder or fluid from containers carried in *your baggage*, electrical derangement, wear and tear and gradual deterioration, denting or scratching
- d) for any *personal effects* which are detained, seized or confiscated by HM Customs or other officials or any taxes or duties levied

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 unreasonably left 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 respect of an airline, is a Property Irregularity Report
- c) in the event of loss or theft of valuables, accommodation vouchers, travel tickets and any item valued over £100, this is reported to the police immediately, but no later than 48 hours after discovery, and a written report is obtained

- d) all valuables are carried on your person or in hand luggage whilst travelling i.e. not in luggage placed in the hold of an aircraft, ship or train, or an unattended motor vehicle other than a 'Camper Van' where it is being used for accommodation and provided valuables are placed in a locked compartment
- e) you must make every effort to recover lost or stolen personal effects and report any loss of an FX card as soon as the loss has been discovered to the FX Company
- f) you report to the lift company immediately the loss or theft of a ski pass.

Please note:

There is a limit for any one single article which applies to all *personal effects* including *valuables*. There is an overall limit for all *valuables*. These limits, as well as the overall limit, may be increased during the buying process.

Section 9

Money - Cash

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 money.

We will not pay

- a) the excess shown on page 1 for each and every loss
- b) for *loss* or theft from an *unattended motor vehicle* nor from unaccompanied *baggage* whilst in transit
- c) for any loss where you have unreasonably left money unattended,

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 your *money* the *loss* must be reported to the police within 48 hours after discovery of the *loss*, and a written report is obtained
- c) *money* left in *your* accommodation must be placed in a locked safe or if not available must be kept out of sight.

Section 10

Legal Expenses

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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 expenses 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 MPI Brokers, your tour operator or accomodation 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 $\it we$ have paid or incurred during a claim if you withdraw from a claim without $\it our$ 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, theft or damage to your passport and visa as for:

- a) travel and accommodation costs to obtain a replacement
- b) the pro-rata cost of a replacement
- c) any additional travel and accommodation expenses necessarily

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

Unexpected Costs

We will pay up to the amount shown on the schedule for additional costs incurred for car parking, domestic animal care (including horses and ponies), house-sitters and childcare (including temporary school boarding fees), if your return to the United Kingdom, Republic of Ireland, or your normal place of residence in Europe, is delayed for any reason beyond your control.

We will also pay the cost of a driver to return your car to your home address from your departure point should you or any member of your family be unable to collect and drive the vehicle.

Section 13

Golf Equipment

We will pay up to the amount shown on the schedule for any one event and in all following a series of events, giving rise to a loss under this insurance, which occurs during the period of insurance, for loss or, theft of, or damage to, your golf equipment after making allowance for wear, tear gradual deterioration, denting or scratching.

We will also pay up to the amount shown on the schedule towards the cost of hiring alternative *golf equipment* if *yours* is delayed or lost on *your* outward *trip* for 12 hours or more from the time of arrival at the airport. If *your golf equipment* is permanently lost, any amount payable will be deducted from the total *loss*.

We will not pay

- a) for any *loss* where *you* have unreasonably left any *golf equipment* unattended
- b) for any *golf equipment* which is detained, seized or confiscated by H M Customs or other officials or any taxes or duties levied
- c) for any *loss* or damage caused by moth or vermin, any process of cleaning, repairing or restoration, leakage of powder or fluid from containers carried in your *baggage*, electrical derangement, wear and tear, general deterioration, denting or scratching.

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 unreasonably left unattended
- b) if *your golf 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 golf equipment, this is reported 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 golf equipment.

Green Fees

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

Hole-in-One

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

Conditions

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

Section 14

Winter Sports Equipment and Other Expenses

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

a) *your* skis, snowboards, sticks and bindings, avalanche transceiver, shovels and probes, based on the following formula:-

Age of Equipment up to (years)

1 2 3 4 5 over 5 85% 65% 45% 30% 20% 5%

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.

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) for loss or damage caused by any process of cleaning, repairing or restoring
- b) for any *ski equipment* which is detained, seized or confiscated by H M Customs or other officials or any taxes or duties levied

Conditions It is a requirement of this insurance that:

- a) you at all times exercise care in the supervision of your ski equipment and it is not unreasonably left unattended (note: we do not consider leaving skis outside a restaurant at lunch time or early evening to be unreasonable, locking is advisable)
- b) if *your ski 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*, this is reported 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.

Section 15

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 occurs during the period of insurance for the pro rata unused proportion of ski pass, hired ski equipment, tuition, or guiding fees in the event of loss or theft of your ski pass or you being unable to ski or snowboard following an

accident or illness, as confirmed in writing by a local doctor.

All exclusions and conditions where applicable under section 1 also apply to this section.

Section 16

Piste Closure

Valid for the period 1st June to 15th October in the Southern Hemisphere. Valid for the period 1st January to 15th April in the Northern Hemisphere.

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) a benefit of the amount shown on the schedule per day if *you* are unable to travel to another resort, due to lack of snow, strike, power failure, or adverse weather, if *you* are unable to ski or snowboard in *your* pre-booked resort for a complete day or more, provided that no strike or power failure had started or been announced before *you* bought this insurance or booked a *trip*.

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
- g) if you test positive for SARS-CoV-2 (Covid 19) and you intend to file a claim you must upload your test results to www.nhs.uk and provide evidence that this has been done.

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, 2 and 5 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 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 (other than indoor and outdoor wall climbing, via feratta, canyoning.) potholing or heli-skiing and cat-skiing in North America and Canada (unless an additional premium has been paid and the policy endorsed)
- k) wintersports and racing of any kind other than racing in dinghies, see wintersports and watersports on pages 4 and 5
- 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) *your* failure to comply with the clause headed 'FCDO Travel Warning' on page 5
- s) 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
- t) for a *loss* caused by a strike if it had started or been announced before *you* bought this insurance
- u) 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 lossing keys or *loss* of earnings following injury or illness

- v) any pandemic as declared by the WHO, other than in respect of x) below
- w) any government imposing restrictions on travel
- x) 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 in respect of medical expenses only

See Options for extension to self-isolation, shielding and quarantine Further provided *you* have selected the additional Covid 19 option this exclusion shall not apply to Section 3 if *you* or a travelling companion:

- (i) contract Covid 19
- (ii) test positive for Covid 19
- (iii) are denied boarding an aircraft, train or ferry due to an above normal temperature and later test positive for Covid 19

Always provided that no refund is available from your travel provider.

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

Cancellation of the Policy

This insurance contains a 14 day cancellation period during which time you may return it and request a refund. You must have a satisfactory reason for being dissatisfied. Please go to our website to complete a form and we reserve the right to decline your request. Provided you have not commenced travel, or had a *loss* which is likely to result in a claim. There may be a charge of £25

We and/or MPI Brokers hold the right to cancel this policy at any time by sending you 14 days notice in writing to your last known address. Reasons may include but are not limited to:

- change to the information given at the point of purchase which may result in the risk no longer being acceptable to *us* and/or MPI Brokers
- where a fraudulent claim has been made,
- where a misrepresentation has been made and we and/or MPI Brokers no longer wish to provide cover.

Sanctions

The insurers as shown on page 13 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

Anti Money Laundering

In the event that there is a premium refund made this will be paid to *you* via the method that *you* used to pay the premium.

Fraud

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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 raise 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

Insurance companies are ICICI Lombard General Insurance Company whose registered address is ICICI Lombard House, 414 Veer Savarkar Marg, Near Siddhi Vinayak Temple, Prabhadevi Mumbai Maharashtra 400-025, India, and

Swan Insurance whose registered address is Unit 42 AXA HQ Building 298, Road 4609, Block 346, Bahrain Bay, Bahrain

These insurers are authorised to participate in MPI's Binding Authority. MPI Brokers shall issue policies and certificates under this Authority. 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

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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 12/22 single trip wintersports insurance

MPIS 13/22 single trip travel insurance

MPIS 14/22 multi trip wintersports insurance

MPIS 16/22 multi trip travel insurance

MPIS 17/22 Business travel

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

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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 summit 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 upload your test results to www.nhs.uk and provide evidence that this has been done