



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

## for **Tour Operators Overseas Resort Staff**

**Winter Season 2018/19**

**Summer Season 2019**

## YOUR INSURANCE IN SUMMARY

There are two documents :

- A summary of the insurance
- The insurance in more detail

For information about how to make a claim please see page 2 of the summary or page 4 within the insurance in more detail document.

## WINTERSPORTS AND TRAVEL INSURANCE FOR RESORT STAFF

### A Summary of MPI Resort Staff Insurance

By definition a summary is only a summary and it will contain limited information which may not be relied upon to give details of the exact cover under the policy. We therefore **urge you to read the insurance in more detail** document which starts on page 4.

This insurance is underwritten by Ageas Insurance Limited, except in relation to Legal Expenses cover detailed in Section 10 which is underwritten by DAS Legal Expenses Insurance Company Limited.

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#### Insurer

This insurance is arranged by Voyager Insurance Services acting as agent for the insurers. This insurance is underwritten by Ageas Insurance Limited, except in relation to Legal Expenses cover detailed in Section 10 which is underwritten by DAS Legal Expenses Insurance Company Limited. Claims are dealt with by Ageas Insurance Limited, except in relation to claims for Travel Legal Guard which are dealt with by DAS Legal Expenses Company Limited. The legal advice service is provided by DAS Law Limited and/or a preferred law firm on behalf of DAS.

#### Assistance Company

If you have been admitted to hospital, advised to return home early or if your claim is likely to exceed £750.00, you must contact the Assistance Company immediately where practically possible on +44 (0) 2380 644 633 and quote reference MPAG 15/18.

#### Claims

To make a claim please complete the online 'Notification of Incident' form available in your account area at MyMPI.co.uk or from our website mpibrokers.com, click on claims and follow the instructions.

#### Schedule of Sections and Sums Insured

Sections	Sums Insured	Excess
<b>Part A</b>		
<b>1</b> Emergency Medical Expenses	£5,000,000	£150
Physiotherapy/Chiropractor	up to 5 sessions	
Emergency phone calls	£50	
Costs incurred outside the UK including the cost of repatriation (getting you home). You are also insured for mountain rescue including helicopter if necessary		
<b>2</b> Personal Liability	£2,000,000	£250
Damages you are legally liable to pay in respect of bodily injury to another person or damage to their property (including travel companion, many policies don't). Plus there is cover for damage to temporary accommodation.		

Sections	Sums Insured	Excess
<b>Part B</b>		
<b>Extensions to Section 1</b>		£100
Follow up Non Emergency		
Medical treatment	£5,000	Nil
Physiotherapy/Chiropractor in resort	up to 5 sessions	
Physiotherapy/Chiropractor in UK	£500	
<b>Extensions to Section 2</b>		
Babysitting/Nanny		
Ski hosting/leading/teaching		
other forms of leading		

<b>3</b> Personal Accident	£20,000	Nil
Pays a lump sum in the event of death, loss of limb(s), sight of eye(s) or permanent disability as a direct result of an accident which occurs during your trip.		
<b>4</b> Baggage & Personal Effects (Single Article limit) (Valuables limit) (Delayed Baggage) (Loss of keys) (FX card)	£2,000 (£250) (£350) (£200) (£275) (£500)	£100
Covers loss of or damage to personal effects e.g. luggage or clothing belonging to you or for which you are responsible, provided this has not been left unattended without good reason.		
Single Article limit: the limit for any one item		
Valuables limit: the total limit of all valuables as shown on page 2 in the insurance in more detail.		
Delayed Baggage: the cost of replacing essential items after 12 hours		
Loss of Keys: the amount for losing your hotel, apartment or car keys		
FX card: misuse of your FX card following loss or theft		
<b>5</b> Personal Money	£200	£100
Covers loss or theft of your personal money, provided this has not been left unattended without good reason.		
<b>6</b> Ski and 'Summer' Sports Equipment	£1,500	£100
Loss, theft or specific accidental breakage or damage to ski equipment. Including outside a restaurant at lunch time (please split skis). Also damage whilst in use. Also 'summer' sports equipment e.g. bikes, rackets, golf and some watersports.		
<b>7</b> Ski Pass	£650	£100
Covers loss of a ski pass and loss of use.		
<b>8</b> Bereavement Travel Costs Europe Worldwide	£500 £1,000	Nil
Covers additional costs of travelling home and returning to your resort in the event of a bereavement.		
<b>9</b> Hospital Benefit (per night)	£350 (£30)	Nil
A payment for each night you stay in hospital outside the UK		
<b>10</b> Legal Expenses	£50,000	Nil
Legal cost to pursue a claim for compensation or damages if you are injured or die during the period of your trip and defence costs following wrongful arrest		
<b>11</b> Loss of Passport	£400	Nil
Covers costs for obtaining a replacement passport if yours is lost, stolen or damaged and for up to 2 months after return. Also travel and accommodation costs to continue your trip.		

<b>12</b>	Missed Departure & Delayed Arrival		
	Europe	£500	Nil
	Worldwide	£800	
Additional travel and accommodation expenses to enable <i>you</i> to reach <i>your</i> overseas destination and/or return home.			

Sections	Sums Insured	Excess
<b>Part C</b>		
<b>13</b> Additional Personal Effects	£2,250	£75
(Single article limit)	(£1,000)	
(Mobile Phone)	(£500)	
Covers gadgets e.g. Laptop, Tablet, mobile phone and 'Go Pro'		

**Type of Insurance**

Personal Accident - 'Corporate Travel Insurance' to insure the risks whilst *you* are abroad.

**Complaints Procedure**

Please see 'the insurance in more detail' document.

**Specially arranged for  
Overseas Resort Staff**

**THE INSURANCE IN MORE DETAIL**

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**Schedule of Sections and Sums Insured**

	Sections	Sums Insured	Excesses
<b>Part A</b>			
1	Emergency Medical Expenses Physiotherapy/Chiropractor (Emergency phone calls)	£5,000,000 up to 5 sessions (£50)	£150
2	Personal Liability	£2,000,000	£250
<b>Part B</b>			
<b>Extensions to Section 1</b>			£100
	Follow up Non Emergency Medical treatment Physiotherapy/Chiropractor in resort Physiotherapy/Chiropractor in UK	£5,000 up to 5 sessions £500	Nil
<b>Extensions to Section 2</b>			
	Babysitting/Nanny Ski hosting/leading/teaching other forms of leading		
3	Personal Accident	£20,000	Nil
4	Baggage & Personal Effects (Single article limit) (Valuables limit) (Delayed Baggage) (Loss of keys) (FX card)	£2,000 (£250) (£350) (£200) (£275) (£500)	£100
5	Personal Money	£200	£100
6	Ski and 'Summer' Sports Equipment	£1,500	£100
7	Ski Pass	£650	£100
8	Bereavement Travel Costs Europe Worldwide	£500 £1,000	Nil
9	Hospital Benefit (per night)	£350 (£30)	Nil
10	Legal Expenses	£50,000	Nil
11	Passport	£400	Nil
12	Missed Departure Europe Worldwide	£500 £800	Nil
<b>Part C</b>			
13	Additional Personal Effects - Laptops etc. (Single article limit) (Mobile Phone)	£2,250 £1,000 £500	£75

**Excesses**

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

The excesses are as shown on page 4.

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

**How to Claim**

If something happens that is likely to lead to a claim under this cover you should follow the instructions below:

If the event is an injury or sickness which requires medical treatment you may need to contact the Assistance Company. The telephone number is

**+44 (0) 2380 644 633**

You will need to quote reference number:

**MPAG 15/18**

**Contacting the Assistance Company**

You should contact the Assistance Company for any one of the following:

- If you have been admitted to Hospital as an in-patient or
- If you think you might need to be brought home or
- If the total claim is likely to exceed £750.00

you must inform your line manager

The Assistance Company will assess the situation and agree the appropriate course of action for you. This may involve contacting the treating doctor and in some circumstances your usual GP at home. This can take time especially at weekends and busy periods, as they are not always immediately available.

**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 to you and a separate contract will be made. You will need to pay the Assistance Company's fee and settle any local bills.

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

**Notification of Incidents (NOI)**

- All incidents that are likely to give rise to any other type of claim must be notified to Ageas via the Notification of incident (NOI) system as soon as possible but no later than one month of the date of loss. Please go to MyMPI.co.uk, click on the 'Notification of Incident' button and complete the form. You will then receive an e-mail giving instructions on how to proceed with your claim which must be filed within three months of the date of loss.
- Where you have incurred medical costs and the total will be less than £750.00 the NOI system will give you an automatic reference number for you to give to the medical provider.
- Should you incur a loss and wish to make a claim you must file a claim with Ageas within 31 days of the date of loss and 7 days in the event of loss by an airline. These are available on our website www.mpibrokers.com with instructions on completion. You must supply full details of all circumstances and any other information, documents and original receipts they may reasonably require at your expense, and be able to prove your loss if so requested.

### Off Piste

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

It is due to this type of confusion that we at MPI Brokers have negotiated with underwriters that there is no such exclusion or limitation in the policy. There is, however, a general requirement common to all insurance to behave in a reasonable and sensible manner.

### Watersports

We cover all forms of water sports and water based activities on inland waters, rivers and up to 12 miles from the coast.

We cover 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 and Commonwealth 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.

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 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 provided personal protection equipment is worn at all times.

### Health Notice

This insurance contains certain exclusions and conditions about the state of health of all persons covered by this insurance, their relatives and close business associates. Please read Section 1, Emergency Medical Expenses, of this document carefully, in particular the exclusions relating to health. If you are in any doubt whether you or any other person is eligible for full cover, please contact MPI Brokers on 01428 778422.

### When am I Covered?

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

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

In respect of Parts B and C, if this option is shown in the staff portal MyMPI and marked 'Yes' cover shall remain in place until you return home or 15/05/2019 (Winter season Staff), or 31/10/2019 (Summer season staff), whichever is the earlier.

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

### Information Provided by You

The broker is required to draw to your attention that, under the Consumer Insurance (Disclosure and Representation) Act 2012 you are obliged to give due consideration in answers to the brokers questions and to take care to supply accurate and complete answers to all the questions and to make sure that all information supplied is, to the best of your knowledge, true.

Should it subsequently transpire that any answers to questions were incorrect, inaccurate, or omitted, and should there be any change in the risk insured, please inform the broker as soon as possible. Failure to do so may render this insurance void from inception.

If there has been a change in your health, after the date of accepting employment with the company, we draw to your attention the exclusions and conditions under Section 1, 'Emergency Medical'.

### Endorsement

Where you are employed for the 'summer season' this insurance excludes wintersports activities and the wintersports sections 6 (other than 6c) and 7 do not apply, and General Exclusion k shall read:-

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

### Definitions

Wherever the following words and phrases appear in italics in this document, 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, violent and visible to the body, which occurs at an identifiable place during the period of cover 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 instruction from or employed by the armed forces of any country,

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

**'Company'** means your employer who is the policyholder,

**'EHIC'** means European Health Cover Card,

**'Loss'** means an event that is likely to give rise to a claim,

**'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,

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

**'Personal money'** means your banknotes and coins,

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

**'Ski equipment'** means skis, snowboards, ski sticks, boots, bindings and helmets,

**'Sports equipment'** means one:- bicycle, mountain bike, sports racket or bat, set of golf equipment, set of snorkelling equipment, surf board, windsurfer, skate board, kites, set of waterskis, and wake board,

**'Terrorism'** means an act, including but not limited to the use of force or violence and/or the threat thereof, of 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 including the intention to influence any government and/or to put the public, or any section of the public, in fear,

**'Trip'** means the period for which you are employed whilst abroad, or in respect of Part B and C, until expiry,

**'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 avalanche transceivers, prescription glasses, prescription sunglasses, telescopes and binoculars, jewellery, watches, and items made of or containing precious or semi-precious stones or metals,

**'We', 'us' and 'our'** means Ageas Insurance Limited in respect of all Sections of cover, other than Section 10 where other definitions are provided,

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

**'You'** and **'your'** means each person employed by the company for whom a premium has been paid and is entered on a register held by the company. Each employee holds a separate interest in the policy.

## PART A

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

### Section 1

#### EMERGENCY MEDICAL, REPATRIATION AND ASSOCIATED EXPENSES

**We will pay** up to the amount shown on the Schedule for a claim under this section. The event for which you are claiming must occur during the period of cover. We will pay for 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 necessary and essential other than physiotherapy/chiropractor (see g) below) by the local treating doctor and cannot wait your return to your usual country of residence, including the cost of medication and drugs, and the cost of hospitalisation. Dental treatment shall be limited to the immediate relief of pain only and not exceeding £1,000, and may include filling(s) or a temporary crown(s),
- b) the cost of repatriation to the *United Kingdom* or your usual country of residence within Europe, or, Worldwide provided:-
  - (i) you or your company have paid the additional premium, and,
  - (ii) if after having consulted the local treating doctor he/she has recommended repatriation for medical reasons, and,
  - (iii) the Assistance Company is also in agreement that your return home is medically necessary, or,
  - (iv) you are unable to continue working due to your medical condition if advised by the local treating doctor and accepted by your company, or,
  - (v) you are unlikely to, or do not return to, your role within the sick leave period shown in your contract of employment,
- c) your search and 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) one 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, up to two *relative(s)* or *friend(s)* to travel from or within their 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 the *United Kingdom* or your usual country of residence,
- g) up to five sessions of physiotherapy/chiropractor treatment which is considered medically necessary and essential by the local treating doctor (note: a further five sessions is available under Part B).

#### We will not pay

- a) the excess shown on the Schedule for each and every *loss*,
- b) claim(s) if at the time of accepting employment with your company you:
  - (i) are aware of any circumstances which could reasonably be expected to give rise to a claim,
  - (ii) have had any medical or mental condition, including stress and anxiety, which has resulted in referral to a hospital or consultant in the six months prior to accepting employment,
  - (iii) have been taking continuous medication, and have had a change in medication or increase in dosage in the last six months prior to accepting employment resulting from a deterioration in the condition being treated,
  - (iv) have any medical condition for which you are on a hospital waiting list or awaiting the results of tests or investigations,
  - (v) have been advised of a terminal condition,

However, we may decide to provide you with cover and agree not to apply any of the above terms (section 'We will not pay'), or to accept this cover at special terms, or at an additional premium, if you apply to us by telephoning +44 (0) 1428 778421.

- c) any claim(s) if you:
  - (i) travel against medical advice, or
  - (ii) become ill or suffer a deterioration in a medical condition after accepting employment and fail to obtain medical approval on your fitness to travel and work,
- d) claim(s) if you travel with the intention of receiving medical treatment, or for the cost of continuing medication,
- e) for treatment or surgery:
  - (i) in the *United Kingdom* or your usual country of residence or which is not immediately necessary and can wait until you return home, or carried out or continuing to be carried out more than 12 months after the

expiry of this Cover,

- (ii) for exploratory tests, unless they are as a direct result of the condition which required referral to hospital,
- (iii) for any treatment which is experimental,
- (iv) arising out of pregnancy or childbirth,
- (v) for the additional cost of single or private room accommodation, unless it is medically necessary or if no alternative is available.

#### Conditions

It is a requirement of this cover that:

- a) you contact the Assistance Company as soon as practically possible if you are admitted to hospital as an in-patient or if you have medical treatment which appears likely to cost more than £750 (or its equivalent in local currency) and in any event for all and any medical costs before they are incurred in the USA or Canada. Failure to do so may affect your claim.
- b) wherever possible you must use medical facilities which entitle you to the benefits of any reciprocal health agreements, such as *EHIC* in Europe and *Medicare* in Australia.
- c) you obtain medical approval from your usual treating general practitioner to travel and work if you are injured or become ill after accepting employment and in any event you must inform the company (your employer) immediately.

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

### Section 2

#### PERSONAL LIABILITY

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

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

#### We will not pay

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

#### Condition

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

- download and complete a witness statement which can be found on the MPI website in the MPI Resort Staff Guide.
- call Ageas on +44 (0) 345 122 3280 no later than 48 hours after the time of the incident.

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

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

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

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



## PART B

### This Part is effective if:

- 1) it is provided by *your company* as part of *your* employment package, or
  - 2) *you* have not 'opted out' on the MyMPI.co.uk website, or
  - 3) *you* have chosen this part (opted in) on the mympi website
- and this has been recorded against *your* name on the *company's* Resort Staff insurance register.

The options above are clarified at MyMPI.co.uk

### Section 1 (Additional)

#### MEDICAL

The excess is reduced to £100 for each and every *loss*.

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

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

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

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

### Section 2 (Additional)

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

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

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

Further this cover is extended under Part A section 2 to include *bodily injury* when *you* are 'hosting', leading or teaching skiing including advice on a non- professional and voluntary basis and:

- a) No remuneration has been received
- b) No *company* livery is worn
- c) *You* use *your* and their judgement that care is taken not to take skiers and snowboarders into areas that are substantially too difficult for their ability.'

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

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

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

### Section 3

#### PERSONAL ACCIDENT

**We will pay** a benefit of the amount shown on the schedule if *you* have an *accident* whilst *you* are on *your* trip which within 12 months is the sole cause of *your* death, permanent total disablement, *loss* of sight or *loss* of a limb. The total amount we will pay under this section is the total sum insured (see page 1).

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

#### Definitions shall apply to section 3 only

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

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

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

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

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

### Section 4

#### PERSONAL EFFECTS

**We will pay** up to the amount shown on the schedule following a series of events, giving rise to a claim under this cover which occurs during the period of cover for *loss* or theft of, or damage to, *your* *personal effects*, (other than that covered under Part C section 13) and *valuables*) or would have been if *you* had opted for Part C, after making proper allowance for wear, tear and depreciation.

**We will also pay** for *loss* or theft of travellers cheques, postal orders, misuse of FX card provided this was obtained through MPI Brokers, travel tickets and accommodation vouchers, and driving licence including any reasonable additional costs in obtaining replacements.

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

**We will also pay** up to the amount shown on the schedule for the *loss* of keys (hotel, apartment or car).

#### We will not pay

- a) the excess shown on the schedule for each and every *loss*,
- b) for any *loss* where *you* have left any *personal effects* unattended without good reason,
- c) for breakage of fragile articles unless caused by fire or by an *accident* to the aeroplane, ship or vehicle in which they are being carried,
- d) for *loss* or theft of, or damage to:
  - (i) motor vehicles, trailers, caravans, waterborne craft and their fittings of any kind,
  - (ii) watersports and wintersports equipment (other than ski boots),
  - (iii) *sports equipment* (other than that insured under Section 6 c) whilst in use,
  - (iv) contact lenses, non-prescription sunglasses, mobile telephone(s), or antiques,
  - (v) items insurable under Sections 6 and 13,
- e) for any *loss* or damage caused by moth or vermin or any process of cleaning, repairing or restoring or leakage of powder or fluid from containers carried in *your* baggage, electrical derangement, wear and tear, denting or scratching,
- f) for any *personal effects* which are detained, seized or confiscated by customs or other officials.

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

- a) *you* at all times exercise care in the supervision of *your* property and it is not left unattended without good reason,
- b) if *your* baggage is lost, delayed or damaged in transit, *you* must notify the Carrier immediately and obtain a Carriers Report (which, in the case of an airline is a Property Irregularity Report),
- c) in the event of *loss* or theft under this section where the amount is likely to exceed £100, the *loss* is reported to *your* Resort Manager and to the police and a written report is obtained, no later than within 48 hours of the discovery,
- d) all *valuables* are carried on *your* person, or in hand luggage whilst travelling (ie, not in luggage, placed in the hold of an aircraft, ship, train or an *unattended* motor vehicle.

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

### Section 5

#### PERSONAL MONEY

**We will pay** up to the amount shown on the schedule following a series of events giving rise to a claim under this cover which occurs during the period of cover for *loss* or theft of *personal money*.

#### We will not pay

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

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

- a) you at all times exercise care in the supervision of *your* money and it is not left unattended without good reason,
- b) in the event of the loss or theft of *personal money* the loss must be reported to *your* Resort Manager and to the police no later than 48 hours after discovery, and a written report is obtained,
- c) *personal money* left in *your* accommodation must be left in a locked safe or if not available must be kept out of sight.

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

## Section 6

### WINTERSPORTS AND 'SUMMER' SPORTS EQUIPMENT AND OTHER EXPENSES

**We will pay** up to the amount shown on the schedule following a series of events giving rise to a claim under this cover, which occurs during the period of cover for loss, theft, specific *accidental* breakage or damage to or of:-

- a) *your* skis, snowboards, ski sticks and bindings, up to the maximum of the amount shown on the schedule, based on the following formula:-  
Age of Equipment up to (years)    1    2    3    4    5    over 5  
Proportion of new purchase price  
of the same or similar equipment    90% 75% 50% 35% 25% 10%
- b) *ski equipment* hired by *you* and for which *you* are legally responsible, up to the amount shown on the schedule.
- c) *sports equipment* based on the formula above.

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

**We will not pay**

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

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

- a) you at all times exercise care in the supervision of *your* ski equipment and it is not left unattended without good reason,
- 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 *your* Resort Manager and to the police no later than 48 hours after discovery, and a written report is obtained.

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

## Section 7

### SKI PASS

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

**We will also pay** pro-rata for the loss of use of a ski pass for which you have paid a proportion and is not recoverable from *your* company following injury or sickness which results in the termination of *your* employment.

**We will not pay**

- a) the excess shown on the schedule for each and every loss,
- b) for loss or theft from an *unattended motor vehicle* or from unaccompanied baggage whilst in transit,
- c) for any loss where you have left *your* ski pass unattended without good reason,
- d) for any loss or damage caused by moth or vermin or any process of cleaning, repairing or restoring or leakage of powder or fluid from containers carried in *your* baggage.

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

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

## Section 8

### BEREAVEMENT TRAVEL COSTS

**We will pay** up to the amount shown on the schedule following an event giving rise

to a claim under this cover which occurs during the period of cover for *your* travel costs to return home and back to *your* resort if, whilst you are abroad, a *relative* dies or it is recommended by a *relative's* treating doctor that *your* presence is urgently required.

This provision only applies to:

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

**Condition** It is a requirement of this cover that you make every effort to obtain economy return flights at the lowest cost yourself or through *your* company. The Assistance Company will only accept an instruction to help where all other possibilities have been exhausted.

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

## Section 9

### HOSPITAL BENEFIT

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

Please refer to the exclusions and conditions relating to Section 1, which also apply to this section.

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

## Section 10

### LEGAL COSTS AND EXPENSES

DAS Legal Expenses Insurance Company Limited (DAS) is the underwriter and provides the legal protection insurance under *your* policy. The legal advice service is provided by DAS Law Limited and/or a preferred law firm on behalf of DAS.

DAS Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority.

DAS Legal Expenses Insurance Company Limited, Head and Registered Office: DAS House, Quay Side, Temple Back, Bristol, BS1 6NH. Registered in England and Wales. Company Number 103274. Website: www.das.co.uk.

DAS Law Limited is authorised and regulated by the Solicitors Regulation Authority (registered number 423113).

DAS Law Limited Head and Registered Office: DAS Law Limited, North Quay, Temple Back, Bristol, BS1 6FL. Registered in England and Wales, Company number 5417859. Website: www.daslaw.co.uk

**The following definitions of words and terms apply this section only.**

Throughout this section, the words and phrases listed below have the meanings given next to them and are printed in italics:

**'Appointed representative'** The *preferred law firm*, law firm or other suitably qualified person appointed by us to act on *your* behalf, subject to the *DAS Standard Terms of Appointment*.

**'Costs and expenses'**

- a) All reasonable and necessary costs chargeable by the appointed representative and agreed by us in accordance with the *DAS Standard Terms of Appointment*
- b) The costs incurred by opponents in civil cases if you have been ordered to pay them, or you pay them with *our* agreement.

**'Countries covered'** As per the geographical area on *your* policy schedule.

**'DAS Standard Terms of Appointment'** The terms, conditions and remuneration that an *appointed representative* must agree to prior to acting on *your* behalf, which could include a conditional fee agreement (no win, no fee) for certain types of claim. Where a law firm is acting as an *appointed representative* the amount is currently £100 per hour. This amount may vary from time to time.

**'Date of occurrence'** The date of the event which leads to a claim. If there is more than one event arising at different times from the same originating cause, the *date of occurrence* is the date of the first of these events. (This is the date the event happened, which may be before the date you first became aware of it).

**'Period of insurance'** The period for which we have agreed to cover you.

**'Preferred law firm'** A law firm or barristers chambers we choose to provide legal services. These legal specialists are chosen as they have the proven expertise to deal with *your* claim and must comply with *our* agreed service standard levels, which we audit at regular intervals. They are appointed according to the *DAS Standard Terms of Appointment*.

**'Reasonable prospects'** In all claims the prospects that you will recover losses or damages (or obtain any other legal remedy which we have agreed to, including an enforcement of judgement), make a successful defence or make a successful



appeal or defence of an appeal must be at least 51%. *Reasonable prospects* will be assessed by us or a *preferred law firm* on our behalf.

**'We', 'us' and 'our'** DAS Legal Expenses Insurance Company Limited.

**'You' and 'your'** Each insured person named on the insurance schedule.

We agree to provide the insurance described in this Section, in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this section of cover.

## WHAT IS COVERED

### Personal Injury

**We will pay** an *appointed representative* on your behalf costs and expenses to represent you following a specific or sudden accident that causes your death or bodily injury to you, provided that:

1. *reasonable prospects* exist for the duration of the claim; and
2. the *date of occurrence* of the insured incident is during the period of insurance; and
3. any legal proceedings will be dealt with by a court, or other body which we agree to, within the *countries covered*; and
4. the insured incident happens within the *countries covered*; and
5. the most we will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £25,000; and
6. the most we will pay in costs and expenses is no more than the amount we would have paid to a *preferred law firm*. The amount we will pay a law firm (where acting as an *appointed representative*) is currently £100 per hour. This amount may vary from time to time.
7. in respect of an appeal or the defence of an appeal, you must tell us within the time limits allowed that you want to appeal; and before we pay the costs and expenses for appeals, we must agree that *reasonable prospects* exist
8. for an enforcement of judgment to recover money and interest due to you after a successful claim under this section, we must agree that *reasonable prospects* exist; and
9. where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most we will pay in costs and expenses is the value of the likely award.

### We will not pay

In the event of a claim, should you decide not to use the services of a *preferred law firm*, you will be responsible for any costs that fall outside of the *DAS Standard Terms of Appointment* and these will not be paid by us.

### What is not covered

1. Excluded claims
  - a) Illness or bodily injury which happens gradually or is not caused by a specific or sudden accident
  - b) Psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury to you
  - c) Clinical negligence
  - d) Defending your legal rights, but defending a counter-claim is covered
  - e) Any legal action against the travel agent, tour operator or carrier
  - f) Any costs and expenses that you have to pay under a contingency fee arrangement (a contingency fee arrangement is when the lawyer takes a percentage of the damages as the fee).
2. Late reported claims
 

A claim where you have failed to notify DAS of the insured incident within a reasonable time of it happening and where this failure adversely affects the *reasonable prospects* of a claim or DAS consider their position has been prejudiced.
3. Costs not agreed by us
 

Costs and expenses incurred before our written acceptance of a claim.
4. Court awards and fines
 

Fines, penalties, compensation or damages which you are ordered to pay by a court or other authority.
5. Legal action not agreed by us
 

Any legal action that you take which we or the *appointed representative* have not agreed to, or where you do anything that hinders us or the *appointed representative*.
6. Defamation
 

Any claim relating to written or verbal remarks which damage your reputation.
7. A dispute with DAS
 

A dispute with us not otherwise dealt with under Condition 9.
8. Judicial review
 

Costs and expenses arising from or relating to judicial review, coroner's inquest

or fatal accident inquiry.

9. Litigant in person

Any claim where you are not represented by a law firm or barrister.

10. A claim caused by, contributed to by or arising from:

- (a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel
- (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it
- (c) war, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup
- (d) pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

## CONDITIONS

As well as the general conditions on page 11 the following conditions apply

1. Observance of policy terms

You must:

- a) keep to the terms and conditions of this section
- b) take reasonable steps to avoid and prevent claims
- c) take reasonable steps to avoid incurring unnecessary costs
- d) send everything we ask for, in writing, and
- e) report to us full and factual details of any claim as soon as possible and give us any information we need.

2. Your legal representation

- a) On receipt of a claim, if legal representation is necessary, we will appoint a *preferred law firm* as your *appointed representative* to deal with your claim. They will try to settle your claim by negotiation without having to go to court.
- b) If the appointed *preferred law firm* is unable to negotiate settlement of your claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, you may choose your *appointed representative*.
- c) If you choose a law firm as your *appointed representative* who is not a *preferred law firm*, we will give your choice of law firm the opportunity to act on the same terms as a *preferred law firm*. However if they refuse to act on this basis, the most we will pay is the amount we would have paid if they had agreed to the *DAS Standard Terms of Appointment*. The amount we will pay a law firm (where acting as the *appointed representative*) is currently £100 per hour. This may vary from time to time.
- d) The *appointed representative* must co-operate with us at all times and must keep us up to date with the progress of the claim.

3. Your responsibilities

- a) You must co-operate fully with us and the *appointed representative*.
- b) You must give the *appointed representative* any instructions that we ask you to.

4. Offers to settle a claim

- a) You must tell us if anyone offers to settle a claim and you must not negotiate or agree to a settlement without our written consent
- b) If you do not accept a reasonable offer to settle a claim, we may refuse to pay further costs and expenses
- c) We may decide to pay you the reasonable value of your claim, instead of starting or continuing legal action. In these circumstances you must allow us to take over and conduct in your name the pursuit or settlement of any claim. You will also allow us to pursue at our own expense and for our own benefit, any claim for compensation against any other person and you must give us all information and assistance required.

5. Assessment and recovery of costs

- a) You must instruct the *appointed representative* to have costs and expenses taxed, assessed or audited if we ask for this
- b) You must take every step to recover costs and expenses that we have to pay and must pay us any amounts that are recovered.

6. Cancellation of a representative's appointment

If the *appointed representative* refuses to continue acting for you with good reason, or if you dismiss the *appointed representative* without good reason, the cover we provide will end immediately, unless we agree to appoint another *appointed representative*.

7. Expert Opinion

We may require you to get at your own expense, an opinion from an expert that we consider appropriate, on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by us and the cost agreed in writing between you and us. Subject to this, we will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that you will recover damages (or obtain any other legal remedy that we have agreed to) or make a successful defence.

8. Withdrawal of coverage

If you settle a claim or withdraw it without our agreement, or do not give suitable instructions to the *appointed representative*, we can withdraw cover and will be entitled to reclaim from you any costs and expenses we have paid.

#### 9. Arbitration

If there is a disagreement between you and us about the handling of a claim and it is not resolved through our internal complaints procedure you can contact the Financial Ombudsman Service for help. This is a free arbitration service for eligible consumers, small businesses, charities and trusts. (Details available from [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk))

If your dispute is not covered by the Financial Ombudsman Service there is a separate arbitration process available. The arbitrator will be a barrister, solicitor or other suitably qualified person chosen jointly by you and us. If there is a disagreement over the choice of arbitrator, we will ask the Chartered Institute of Arbitrators to decide. The arbitrator will decide who will pay the costs of the arbitration. For example, costs may be split between you and us or may be paid by either you or us.

#### 10. Claims under this section by a third party

Apart from us, you are the only person who may enforce all or any part of this policy and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to the policy in relation to any third-party rights or interest.

#### 11. Other insurances

If the insurance provided by this section is also covered by another policy, or would have been covered if this policy did not exist, we will only pay our share of the claim, even if the other insurer refuses the claim.

### LEGAL ADVICE SERVICE

We provide confidential advice over the phone on any personal legal issue, under the laws of any European Union country, the Isle of Man, Channel Islands, Switzerland and Norway.

Advice about the law in England and Wales is available 24 hours a day, seven days a week. However, we may need to call you back depending on the enquiry. Legal advice about the other countries is available 9am-5pm, Monday to Friday, excluding public and bank holidays. If you call outside these times, a message will be taken and DAS will call you back within operating hours. To help us check and improve our service standards, we may record all calls.

To make a personal injury claim or request legal advice, please call 0344 893 9013. We will not accept responsibility if the Legal advice service fails for reasons we cannot control.

Please do not ask for help from a lawyer or anyone else before we have agreed that you should do so. If you do, we will not pay the costs involved even if we accept the claim.

### DATA PROTECTION

To comply with data protection regulations we are committed to processing your personal information fairly and transparently. This section is designed to provide a brief understanding of how we collect and use this information.

We may collect personal details, including your name, address, date of birth, email address and, on occasion, dependent on the type of cover you have, sensitive information such as medical records. This is for the purpose of managing your products and services, and this may include underwriting, claims handling and providing legal advice. We will only obtain your personal information either directly from you, the third party dealing with your claim or from the authorised partner who sold you the policy.

#### WHO WE ARE

DAS is part of DAS Legal Expenses Insurance Company Limited which is part of DAS UK Holdings Limited (DAS UK Group). The uses of your personal data by us and members of the DAS UK Group are covered by our individual company registrations with the Information Commissioner's Office. DAS has a Data Protection Officer who can be contacted through [dataprotection@das.co.uk](mailto:dataprotection@das.co.uk).

#### HOW WE WILL USE YOUR INFORMATION

We may need to send your information to other parties, such as lawyers or other experts, the court, insurance intermediaries, insurance companies, appointed service providers, specialist agencies so they may contact you to ask for your feedback, or members of the DAS UK Group. If your policy includes legal advice we may have to send the information outside of the European Economic Area (EEA) in order to give legal advice on non-European Union law. Dependent on the type of cover you have, your information may also be sent outside the EEA so the service provider can administer your claim.

We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this Privacy Notice. Any transfer outside of the EEA will be encrypted using SSL technology.

We will not disclose your personal data to any other person or organisation unless we are required to by our legal and regulatory obligations. For example, we may use

and share your data with other organisations and public bodies, including the police and anti-fraud organisations, for the prevention and detection of crime, including fraud and financial sanctions. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies to prevent fraud and money laundering. Further details explaining how the information held by fraud prevention agencies may be used can be obtained by writing to, or telephoning DAS. A copy is also accessible and can be downloaded via our website.

#### WHAT IS OUR LEGAL BASIS FOR PROCESSING YOUR INFORMATION?

It is necessary for us to use your personal information to perform our obligations in accordance with any contract that we may have with you. It is also in our legitimate interest to use your personal information for the provision of services in relation to any contract that we may have with you.

#### HOW LONG WILL YOUR INFORMATION BE HELD FOR?

We will retain your personal data for 7 years. We will only retain and use your personal data thereafter as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements. If you wish to request that we no longer use your personal data, please contact us at [dataprotection@das.co.uk](mailto:dataprotection@das.co.uk).

#### WHAT ARE YOUR RIGHTS?

You have the following rights in relation to the handling of your personal data:

- You have the right to access personal data held about you
- You have the right to have inaccuracies corrected for personal data held about you
- You have the right to have personal data held about you erased
- You have the right to object to direct marketing being conducted based upon personal data held about you
- You have the right to restrict the processing for personal data held about you, including automated decision-making
- You have the right to data portability for personal data held about you. Any requests, questions or objections should be made in writing to the Data Protection Officer:

Data Protection Officer, DAS Legal Expenses Insurance Company Limited  
DAS House, Quay Side, Temple Back, Bristol BS1 6NH  
Or via Email: [dataprotection@DAS.co.uk](mailto:dataprotection@DAS.co.uk)

#### HOW TO MAKE A COMPLAINT

If you are unhappy with the way in which your personal data has been processed you may in the first instance contact the Data Protection Officer using the contact details above.

If you remain dissatisfied then you have the right to apply directly to the Information Commissioner's Office for a decision. The Information Commissioner can be contacted at:

Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF

[www.ico.org.uk](http://www.ico.org.uk)

## Section 11

### PASSPORT

We will pay up to the amount shown on the schedule following a series of events giving rise to a claim under this cover, which occurs during the period of cover for loss or theft or damage to your passport and visa as follows:

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

#### We will not pay

- a) for any cost incurred following the loss or theft of your passport and visa from an unattended motor vehicle other than in a locked glove compartment, nor from unaccompanied baggage whilst in transit,
- b) for any costs incurred where you have left your passport and visa unattended without good reason.

#### Conditions

It is a requirement of this cover that:

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

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

## Section 12

### MISSED DEPARTURE AND DELAYED ARRIVAL

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

#### We will not pay

- for a claim following an incident over which *you* had control, other than a road traffic *accident* involving a vehicle *you* were driving,
- for a claim caused by an event if it had started or been announced before *you* bought this cover or booked a *trip*,
- any amounts recoverable from *your* travel provider or airline,
- if insufficient time has been allowed for *your* journey in order to meet the check in time specified by *your company*.

#### Conditions

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

- obtain a written report from the carrier confirming the delay and the cause,
- 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.

## PART C

### This Part is effective if:

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

The options above are clarified at MyMPI.co.uk

## Section 13

### ADDITIONAL PERSONAL EFFECTS

#### Definition

For this section only, the definition of *personal effects* means those items listed below, being *your* property and not borrowed from someone else.

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

one laptop computer or tablet and the like, audio equipment including one MP3 Player (iPod) and the like, photographic equipment including one camera, one games console, one mobile phone; including associated equipment to any of the above e.g. wires, cases, USB plugs and the like, providing *you* hold receipt(s) or other proof of ownership for these items.

#### Special Condition

It is also a requirement under the cover that:

- Whilst in transit items insured under this section shall be carried on *your* person or in hand luggage and not placed in the hold of an aircraft, ship or coach,
- You* must report any *loss* to *your* Resort Manager and the police within 48 hours of the discovery and a written report is obtained.

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

## Specific Exclusion

### Applicable to the Emergency Medical Expenses, Personal accident and Hospital Benefit sections

#### Motorcycles and Quad bikes

**We will not pay** claim(s) arising out of riding a motorcycle or quad bike as a driver or pillion unless:

- you* are wearing a crash helmet, and
- the driver holds a valid driving licence to ride in the country *you* are visiting, and
- the engine capacity of a quad bike is under 250cc.

Please note: Riding a motorcycle or quad bike 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:

- war, and an insured person engaging in active war
- either directly or indirectly from an act of *terrorism*. This exclusion does not apply to Sections 1, 3 and 10 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.
- nuclear risks*,
- loss*, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds,
- failure of any computer hardware or software or other electrical equipment to recognise or process any date as the true calendar date. This does not apply to the Emergency Medical Expenses, Hospital Benefit and Personal accident sections,
- you* travelling in an aircraft other than as a fare paying passenger in a fully licensed passenger carrying aircraft and for no other purpose,
- your* suicide or attempted suicide or *your* deliberate exposure to unnecessary danger, except in an attempt to save human life, or whilst participating in an activity covered by this cover,
- 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,
- 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:
  - inexperienced and not accompanied by a properly qualified instructor or,
  - diving to a greater depth than 30 metres or,
  - diving alone,
- mountaineering usually requiring the use of guides and ropes, or potholing, the Cresta Run, bobsleighting, Ski-Jumping, hang-gliding, ice-hockey,
- any form of racing or competition other than ski or snowboard racing or competitions which are not National or International events, and dinghy racing,
- parapenting, handgliding, 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,
- canyoning
- any *loss*, death, injury or sickness of yours resulting from *you* taking part in civil commotions or riots of any kind,
- the breaking of or failure to comply with any law whatsoever,
- you* hold another policy of cover covering the event giving rise to a claim. (see General Condition 5),
- you* being aware of any circumstance(s) which could reasonably have been expected to give rise to a claim at the time of acquiring or taking out this cover,
- failure to comply with any conditions within the policy.

## General Conditions

### Applicable to all sections

- 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 £750 (or its equivalent in local currency). Failure to do so may affect the assessment of *your* claim.
- You* must, wherever possible, use medical facilities which entitle *you* to the benefits of any reciprocal health agreements, such as the European Health Cover Card (EHIC) in Europe (including Switzerland) and *you* must register on arrival in Australia with Medicare.
- 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.
- Should *you* incur a *loss* and wish to make a claim, *you* must follow the instructions given in how to make a claim' and *you* must file a claim with Ageas, on an MPI Brokers claim form within 31 days of the date of *loss* and 7 days in the event of *loss* by an airline. 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.
- You* must pay us back within 1 month of demand any amounts that we have paid on *your* behalf which are not covered or it transpires *you* were not insured under this cover.
- You* must take all reasonable steps to avoid or minimise any *loss* which might



result in you making a claim under this Cover.

7. We may at our option discharge any liability under this cover by replacing or repairing any article or articles lost or damaged.
8. You must comply with all the terms and conditions of this cover and the claims procedure. Failure to do so may affect the assessment of any claim.

### Governing Law

Both you and the insurers may choose the law which applies to this contract. Unless you and the insurers agree otherwise, the law which applies to this contract is the law which applies to the country in Europe in which you permanently reside.

### Financial Services Compensation Scheme (Fscs)

The insurers are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the Scheme if the insurers are unable to meet their obligations to you under this contract. Further information can be obtained from the Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St. Botolph Street, London, EC3A 7QU. Tel: 0800 678 1100 (Freephone from UK) or +44 (0) 20 7741 4100. Website: [www.fscs.org.uk](http://www.fscs.org.uk)

### Cancellation

This insurance contains a 14 day 'cancellation period' during which time your employer may cancel the policy should it not meet your needs. Please check the policy wording carefully and if you are dissatisfied with the cover please notify your employer. The insurance can be cancelled within 14 days of purchase provided that you have not commenced travel, or had a loss which is likely to result in a claim.

We or anyone we authorise have the right to cancel this policy at any time by sending you 14 days notice in writing where there is a valid reason for doing so. We will send the notice to the last known address we have for you and we will set out the reason for cancellation in our letter. Valid reasons may include but are not limited to:

- Changes to the information given at the point of purchase which may result in the risk no longer being acceptable to us.
- Where we suspect fraud on this or any other related policy.
- Where a misrepresentation has been made that means we no longer wish to provide cover.

As long as you have not made a claim, we will refund you for the time that was left on your policy. If any claim has been made during the period of cover provided, you will not be entitled to any refund.

### Complaints Procedure

Should there ever be an occasion where you need to complain, we will sort this out as quickly and fairly as possible.

#### Claims

If you have a complaint regarding your claim, please telephone us on the number shown in your claims documentation. Alternatively, you can write to us at the address shown below or email us through our website at [www.ageas.co.uk/complaints](http://www.ageas.co.uk/complaints) (please include your policy number and claim number if appropriate).

Customer Services Advisor, Ageas Insurance Limited, Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA

We will try to resolve your complaint by the end of the third working day. If we are unable to do this, we will write to you within five working days to either:

- Tell you what we have done to resolve the problem; or
- Acknowledge your complaint and let you know when you can expect a full response. We will also let you know who is dealing with the matter.

We will always aim to resolve your complaint within four weeks of receipt. If we are unable to do this we will give you the reasons for the delay and indicate when we will be able to provide a final response.

We will review your complaint and do our best to address your concerns.

#### Legal Expenses claims

If your complaint is concerning Section 10 – Legal Expenses, please contact DAS by:

Phoning - 0344 893 9013

Emailing - [customerrelations@das.co.uk](mailto:customerrelations@das.co.uk)

Writing to the Customer Relations Department, DAS Legal Expenses Insurance Company Limited, DAS House, Quay Side, Temple Back, Bristol BS1 6NH or completing an online complaint form at [www.das.co.uk/about-das/complaints](http://www.das.co.uk/about-das/complaints) They will review your complaint and do their best to address your concerns.

#### Sales

If you feel you have any cause for complaint regarding the sales literature, the way in which your policy was sold to you, medical screening or regarding the information and advice about your policy, please contact:

The Managing Director, MPI Brokers, West House, West Street, Haslemere, Surrey, GU27 2AB. Alternatively, you can call on 01428 664265, or email: [info@mpibrokers.com](mailto:info@mpibrokers.com)

They will review your complaint and do their best to address your concerns.

#### Contact the Financial Ombudsman Service

If the appropriate party above cannot resolve your complaint, you may refer your complaint to the Financial Ombudsman Service. You can ask the Financial Ombudsman Service to review your complaint if for any reason you are still dissatisfied with the final response, or if the appropriate party have not issued their final response within eight weeks from you first raising the complaint.

You can contact the Financial Ombudsman Service at the address below, however they will only consider your complaint once you have tried to resolve it with us.

The Financial Ombudsman Service

Exchange Tower

London

E14 9SR

Using this complaints procedure will not affect your legal rights.

You can also obtain information here: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) or call 0800 023 4567.

Please note that if you do not refer your complaint within the six months the Financial Ombudsman Service will not have our permission to consider your complaint and therefore will only be able to do so in very limited circumstances. For example, if it believes that the delay was a result of exceptional circumstances.

Alternatively if you have a complaint about a service you have bought online you can make a complaint through the following European Commission's Online Dispute Resolution Platform:

<http://ec.europa.eu/consumers/odr>

### Privacy Notice

We are Ageas Insurance Limited and are part of the Ageas group of companies. The details provided here are a summary of how we collect, use, share, transfer and store your information. For our full Privacy Policy please visit our website [www.ageas.co.uk/privacy-policy](http://www.ageas.co.uk/privacy-policy) or contact our Data Protection Officer at: Ageas House, Hampshire

Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA or by emailing [thedpo@ageas.co.uk](mailto:thedpo@ageas.co.uk).

Your insurance adviser will have their own uses for your personal data. Please ask your insurance adviser if you would like more information about how they use your personal information.

#### Collecting your information

We collect a variety of personal information about you including your name, address, contact details, date of birth, credit history, criminal offences, claims information and IP address (which is a unique number identifying your computer). Where relevant, we also collect special categories of personal information (which was previously known as sensitive personal information) such as details regarding your health. We also collect information from a number of different sources for example: publically available sources such as social media and networking sites; third party databases available to the insurance industry; firms, loss adjusters and/or suppliers appointed in the process of handling a claim.

#### Using your information

The main reason we collect your personal information and/or special categories of personal information is because we need it to provide you with the appropriate insurance quotation, policy and price as well as manage your policy such as handling a claim or issuing documentation to you. Our assessment of your insurance application may involve an automated decision to determine whether we are able to provide you with a quotation and/or the price. If you object to this being done, then we will not be able to provide you with insurance.

We will also use your information where we feel there is a justifiable reason for doing so for example: to prevent and detect fraud and financial crime (which may include processes which profile you); collecting information regarding your past policies; carrying out research and analysis (including profiling); and recording and monitoring calls.

If you have given us information about someone else, you would have confirmed that you have their permission to do so.

#### Sharing your information

We share your information with a number of different organisations which include,

but are not limited to: other insurers; regulatory bodies; carefully selected third parties providing a service to us or on our behalf; fraud prevention and credit reference agencies and other companies, for example, when we are trialling their products and services which we think may improve our service to you or our business processes. Unless required to by law, we would never share your personal data without the appropriate care and necessary safeguards being in place.

**Keeping your information**

We will only keep your information for as long as is necessary in providing our products and services to you and/or to fulfil our legal and regulatory obligations. Please refer to our full Privacy Policy for more information.

**Use and storage of your information overseas**

Your information may be transferred to, stored and processed outside the European Economic Area (EEA). We will not transfer your information outside the EEA unless it

is to a country which is considered to have equivalent data protection laws or we have taken all reasonable steps to ensure the firm has suitable standards in place to protect your information.

**Your rights**

You have a number of rights in relation to the information we hold about you, these rights include but are not limited to: the right to a copy of your personal information we hold; object to the use of your personal information; withdraw any permission you have previously provided and complain to the Information Commissioner's Office at any time if you are not satisfied with our use of your information. For a full list of your rights please refer to the full Privacy Policy. Please note that there are times when we will not be able to delete your information. This may be as a result of fulfilling our legal and regulatory obligations or where there is a minimum, statutory, period of time for which we have to keep your information. If we are unable to fulfil a request, we will always let you know our reasons.