

Please read this document and in particular 'How to make a claim' and 'Emergency medical expenses' on pages 1 & 2 and take this document with you on your trip

This insurance is arranged by Compass Underwriting Limited acting as agent for the insurers. In respect of **Sections 1 – 7 and 9 – 20**: This insurance is underwritten by Lloyd's Syndicates 4444/958 which are managed by Canopus Managing Agents Limited. Canopus Managing Agents Limited is a managing agent at Lloyd's which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, Firm Reference Number 204847. Canopus Managing Agents Limited is registered in England & Wales number 01514453. Registered office: Gallery 9, One Lime Street, London, EC3M 7HA.

**In respect of section 8:** This insurance is provided by MGA Cover Services Limited (registered address Farren House, The Street, Farren Court, Cowfold, West Sussex RH13 8BP, company registration: 08444204, authorised and regulated by the Financial Conduct Authority registration number 597536) under binding agreement with CBL Insurance Europe Limited, 2nd Floor, 13-17 Dawson Street, Dublin 2, Ireland, company registration: 218234 who are authorised and regulated by the Financial Conduct Authority registration number 203120 as per the policy wording.

We are required to provide you with a 'Policy Summary' which forms part of the documents sent to you with this insurance. If you have not received this please contact MPI and ask for a copy and please note it is not a binding part of the insurance contract.

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If you have any disability that makes communication difficult, please tell MPI Brokers and they will be pleased to help.

**CUSTOMER SERVICE**

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

**+44 (0) 1428 778424**

If you wish to make a claim or have a medical emergency please refer to the information given on page 2 - 'How to make a claim'.

**SCHEDULE OF SECTIONS AND SUMS INSURED**

(Per Person)

Sections	Economy	Standard	Excel
<b>1</b> Emergency Medical Expenses UK Physiotherapy (Emergency phone calls)	£1,000,000 - (£50)	£5,000,000 (£300) (£50)	£5,000,000 (£600) (£50)
<b>2</b> Hospital Benefit (per night)	£200 (£10)	£400 (£25)	£600 (£60)
<b>3</b> Cancellation or Curtailment	£500	£3,000	£5,000*
<b>4</b> Personal Liability	£5,000,000	£5,000,000	£5,000,000
<b>5</b> Personal Accident	£5,000	£20,000	£30,000
<b>6</b> Missed Departure and Delayed arrival	-	£750	£2,500
<b>7</b> Travel Delay Each 12 hours maximum, or Abandonment after 12 hours	-	£20 £150 £3,000	£30 £300 £5,000*
<b>8</b> End Supplier Failure**	£500	£3,000	£5,000
<b>9</b> Personal Effects (Single Article Limit) (Valuables) (Delayed Baggage) (Loss of keys) (Money/corp FX card)	-	£2,000 (£250) (£250) (£300) (£275) (£500)	£2,500 (£400) (£400) (£400) (£275) (£500)
<b>10</b> Personal Money	-	£200	£400
<b>11</b> Legal Expenses	-	£25,000	£50,000
<b>12</b> Loss of Passport	-	£350	£600
<b>13</b> Inconvenience Expenses	-	£600	£1,000
<b>14</b> Hijack (per day)	-	-	£1,000 (£50)
<b>15</b> Golf Equipment	-	-	£2,000
<b>16</b> Green Fees	-	-	£200
<b>17</b> Hole in one	-	-	£75
<b>18</b> Wintersports Equipment (Own equipment) (Hired equipment) (Hiring equipment)	-	£950 (£750) (£300) (£250)	£1,500 (£1,000) (£350) (£300)
<b>19</b> Ski Pack	-	£500	£750
<b>20</b> Piste Closure (per day)	-	£300 (£30)	£750 (£60)

^ - means this section is not included

\* You may increase this sum insured by calling +44 (0) 1428 778424. The excesses are shown on page 3. The amounts shown above in brackets are 'inner limits' and included within the overall Sum Insured

\*\* This section only applies to UK residents

**ENDORSEMENT 1**

It is noted and agreed that this insurance is applicable for both wintersports and non-wintersports activities within the terms and conditions of the policy.

Sections 18, 19 and 20 shall apply if you have paid the appropriate additional premium. In this instance, General Exclusion k is replaced by:

k) any form of racing or competition, and the activities of the cresta run, bobsleighbing, Ski-Jumping, hang-gliding, ice-hockey and luge, whether a competition or not, and officially organised practice or training, other than:

(i) ski or snowboard racing or competition, practice or training, if the event has an entry age of under 16, the Masters, Inferno and Interclub Races,

(ii) ski, snowboard or ski-bob racing or competition practice or training if the event is not a National or International race or competition.

**ENDORSEMENT 2**

It is noted and agreed that where this insurance is provided to a company or firm as a 'corporate policy' and is so described on the certificate the following additional cover shall apply:

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 9 - 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 10 - the sum insured is increased to £500 and shall include company money

**EMERGENCY MEDICAL EXPENSES**

Travel insurance is not a private health plan. It covers emergency treatment in state hospitals or, if not available, to a satisfactory 'Western' standard, treatment in a private hospital, as well as doctors bills, medication, repatriation, and the like.

This insurance contains certain exclusions and conditions about the state of health of all persons covered by this insurance and their *relatives*, and close *business colleagues*. Please read the Emergency Medical Expenses and Cancellation and Curtailment sections of this document carefully and in particular the exclusions relating to health. If you are in any doubt whether you or any other person is eligible for full cover, please contact MPI Brokers on +44 (0) 1428 778421.

**TRAVELLING IF PREGNANT**

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

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

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

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

**MEDICAL ASSISTANCE AND REPATRIATION**

Please read this carefully and follow the information provided below.

It affects the management of *your* case and if applicable, the organisation of *your* return home.

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

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.

The Assistance Company must be contacted in the event that:

- *you* are admitted to hospital
- *you* have been advised to return home early
- *your* claim is likely to exceed £750.00 or equivalent in local currency

If *you* are in the USA or Canada no medical costs may be incurred without the express permission of the Assistance Company

**Emergency Medical Assistance Telephone No:**

**+44 (0) 1428 773000**

and please quote the following reference

**MPCO 12/15 single trip wintersports insurance**

**MPCO 13/15 single trip travel insurance**

**MPCO 14/15 multi trip insurance**

\* any delays may affect *your* claim

**Contacting the Assistance Company does not remove *your* 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 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 who is the Medical Director 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.

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**

Please read the explanation under the heading 'Emergency Medical Expenses'. 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*. A claim form must be completed within 31 days of the date of the incident, even if *you* have not paid any bills yourself.

**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.

**OPTIONS**

Where *your* Certificate of Insurance contains reference to the following they shall have the meaning as described below:-

**'Amateur Rugby'** This means the policy is extended to include playing rugby (not professional).

**'Baggage Forwarding Cover'** This means cover is extended to cover luggage in transit up to 5 days either side of *your* trip.

**'Delete cancellation'** This shall mean that the cancellation part of Section 3 is deleted and shall be of no effect.

**'Delete Personal Effects and Money'** This means the whole of Sections 9 and 10 are deleted from the policy and shall have no effect.

**'Event Cancellation'** This means Section 3 (Cancellation and Curtailment) is extended to include the cancellation of an event following; fire, lightning, explosion, aircraft impact, flood, avalanche, strike or industrial action, power failure, denial of access, inclement weather, lack of snow, public mourning or death of a participant, 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'** This shall mean that all excesses are waived from the policy and shall not apply other than the excess under the Personal Liability section.

**'Increase Personal Effects'** This shall mean that the sum insured is increased to £4000, with the single article limit to £600 and the valuables to £1,000.

**'Laptop/tablet cover'** This shall mean that the sum insured under Section 9 is increased for any one person, not all, under this certificate, by £1000 and the single article limit is increased to £1000 in all in respect of one laptop/tablet computer only.

**'Major natural events'** This means section 7 (Travel Delay) is extended to include fire, earthquake, tsunami and volcanic eruption.

**'Mobile phones'** This means the exclusion of mobile phones is deleted in respect of theft or loss (not damage) provided the phone is at all times fitted with a 'My Bunjee' phone restrainer available from MPI Brokers at mpibrokers.com (10% discount). The sum insured for the phone and Bunjee is £500 and the overall sum insured is increased accordingly.

**'Mountain Biking'** This means the policy will be extended to cover the activity of amateur non-competitive mountain biking, provided personal protection equipment is worn at all times, plus Section 9 Personal Effects is extended to include a pedal bicycle up to £1,000, own or hired, for damage and/or theft including fixtures and fittings.

**'Up to 60 days any one trip'** This shall mean that under an Annual Multi Trip the maximum period any one trip is extended from 30 to 60 days.\*

**'Up to 90 days any one trip'** This shall mean that under an Annual 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 calling +44 (0) 1428 778424.

**HOW TO MAKE A CLAIM**

If *you* wish to make 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:-

**[www.mpibrokers.com](http://www.mpibrokers.com)**

which should be printed, completed, and forwarded to the address shown on the form, or *you* may phone MPI Brokers on +44 (0) 1428 778424 if *you* do not have access to the internet and MPI will post a form to *you*.

There are separate conventions relating to loss (loss, damage or delay) caused by an Airline.

**Luggage** If the Airline has caused a loss, damage or delay it is a condition of this insurance that *you* make a claim against the Airline within 21 days of the date of loss.

**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.

**This must be done and the completed claim form sent to the loss adjuster within 31 days of the date of loss, accident or sickness, or 7 days in the event of loss by an Airline. If this is late, your claim may be declined. This must be done even if you have not paid the medical provider or rescue services.**

**OFF PISTE SKIING/SNOWBOARDING**

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

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

**PARTICIPATING IN SPORTS AND ACTIVITIES?**

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

**Please call MPI on +44 (0) 1428 778424**

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

**Please also note General Exclusions i to l on page 8**

**TERMS CONDITIONS AND EXCLUSIONS****INFORMATION PROVIDED BY YOU**

When you purchased this insurance, be it online or from the MPI sales office, you were asked questions relating to the risk or risks to be insured.

We are required to draw to your attention that, under the Consumer Insurance (Disclosure and Representation) Act 2012 you are obliged to give due consideration in your answers to our 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 or should there be any change in the risk 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, Exclusion c) (iii), under the medical and cancellation sections, you are required to visit your doctor to seek approval to travel.

**PERIOD OF INSURANCE**

**Single Trip** This insurance is valid for the dates shown on your certificate provided it was issued between 1st June 2015 and the 31st May 2016 for travel commencing before 31st May 2017.

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

**Multi Trip** This insurance is valid for the dates shown on your certificate provided the commencement date is between 1st June 2015 and the 31st May 2016. You will be insured under all sections for travel that commences during the period shown on your certificate. If any one trip is longer than the designated number of days shown on your certificate you will be insured for the first continuous period of a trip up to the total number of designated days.

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

This insurance includes trips within your country of residence.

**Single and Multi Trip**

In respect of Section 10 - 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, cover starts 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, cover will be extended free of charge for the period of the delay, up to a maximum of 3 months.

**EXCESSES**

Under some sections of this insurance, claims will be subject to an excess which is the amount deducted from your loss. The following excesses apply unless an additional premium has been paid and is shown on the certificate:-

**Economy Package**

£135 for each and every loss under Section 1.

**Standard Package**

£95 for each and every loss under Section 1.

£85 for each and every loss under Sections 9, 10, 18, and the abandonment part of Section 7.

**Excel Package**

£75 for each and every loss under Section 1.

£60 for each and every loss under Sections 9, 10, 15, 18, and the abandonment part of Section 7.

**Cancellation Section**

Under Section 3, all three packages carry an excess of 10% of your loss, or £135 under Economy, £95 under Standard, £75 under Excel, whichever is the lower.

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

**Personal Liability**

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

**Corporate Policy's**

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

**HEALTH NOTICE**

This insurance contains certain exclusions and conditions about the state of health of all persons covered by this insurance and their relatives, and business colleagues. Please read the Emergency Medical Expenses and Cancellation sections of this document carefully, and in particular the exclusions relating to health. If you are in any doubt whether you or any other person is eligible for full cover, please contact MPI Brokers on +44 (0) 1428 778421.

**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 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 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,

**'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' 'Curtail'** means cutting your trip short by early return to your normal place of residence, or your admission to hospital as an in-patient,

**'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 or golf trolley, and golf balls and tees if part of a total loss,

**'Honeymoon'** means a trip within 3 months after the date of your wedding,

**'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,

**'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, Moneycorp FX card, travel tickets, accommodation vouchers and postal orders,

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

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



booked to travel.

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

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

**'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.

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

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

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

**'Valuables'** means photographic, audio and video equipment (including an MP3 player, iPod and the like), avalanche transceivers, prescription glasses, prescription sunglasses, telescopes and binoculars, jewellery, watches, furs and items made of or containing precious or semi-precious stones or metals,

**'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 Lloyd's Syndicates 4444 & 958 in respect of sections 1-7 and 9-20 and in respect of Section 8 the insurers for that section,

**'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 the Republic of Ireland, or provided *you* hold a British passport, and are resident within the EU and for whom a premium has been paid. Each person is separately insured for each *trip*.

## TERRITORIAL LIMITS

*You* are insured to travel to and within the country or countries shown under the heading 'Destination' on *your* certificate and for up to 24 hours at any one time in a neighbouring country.

If *your* certificate shows the area as '*United Kingdom* and the Republic of Ireland' *you* are insured to travel to and within the *United Kingdom* and the Republic of Ireland.

If *your* certificate shows the area as '*France*' *you* are insured to travel to and within *France*.

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 and Canada' *you* are insured to travel anywhere in the world other than USA and Canada.

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

## FCO TRAVEL WARNING

If *you* travel to a country which the Foreign and Commonwealth Office have advised against travelling to, we will not pay for *loss*, damage or injury under this policy if the *loss* is due to the reason for the FCO warning.

We will however consider a claim under Section 3.

## SECTION 1

### EMERGENCY MEDICAL, REPATRIATION AND ASSOCIATED EXPENSES

**We will pay** up to the amount shown on the schedule for any one event, and in all, following a series of events giving rise to a claim under this insurance, which declares itself during the period of insurance, for necessary 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 by the local treating doctor and cannot await *your* return to *your* usual country of residence, including the cost of medication and drugs, and the cost of hospitalisation. Dental treatment shall be limited to the immediate relief of pain only,
- b) the additional cost of repatriation to the *United Kingdom*, Republic of Ireland, or *your* normal place of residence in a member state of the EU, after having consulted the local treating doctor and provided he/she has recommended repatriation for medical reasons, and the Assistance Company, are also in

agreement that *your* return home is medically necessary,

- 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) (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 two *relative(s)* or friend(s) to travel from or within the *United Kingdom* if it is necessary to stay with *you* and accompany *you* during the journey to *your* home or hospital,
- f) the cost of returning *your* remains to *your* home, or of a funeral in the country where *you* die, up to the equivalent cost of returning *your* remains to or within the *United Kingdom*,
- g) physiotherapy or chiropractor treatment, after *you* have returned home provided the treatment is as a direct result of an injury sustained on *your trip* and subject to written confirmation by *your* usual doctor,
- h) for medical and repatriation costs following medical complications arising out of *your* pregnancy, (but see b) (v) below).

### We will not pay

- a) the excess shown on page 3 for each and every *loss*,
- b) claim(s) if at the time of taking out this insurance *you*:
  - (i) are aware of any circumstances which could 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 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 on a hospital waiting list or awaiting the results of tests or investigations,
  - (v) arising out of pregnancy or childbirth where *you* have a history of previous gynaecological complications unless:
    - (i) a doctor's certificate is issued to *you*, prior to travel, stating *you* are fit to travel for the intended *trip* and no complications are expected,
    - (ii) if at the start of, or during *your trip*, when travelling by air or sea, there is less than 34 days until the date on *your* confinement note. This period is extended to 62 days if *you* are expecting more than one child,
    - (vi) have been advised of a terminal condition.

However, we may agree not to apply any of the above or to accept this insurance at special terms or at an additional premium if *you* apply to us by telephoning +44 (0) 1428 778421 and if doing so *you* must disclose all medical conditions (see 'Information provided by *you*' on page 2).

- c) any claim if *you*:
  - (i) travel against medical advice, or
  - (ii) become ill or *you* are injured or suffer a deterioration in a medical condition after the issue date and fail to obtain medical approval on *your* fitness to travel or are subject to ongoing treatment,
  - (iii) 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,
- d) any claim if *you* travel with the intention of receiving medical treatment, or for the cost of continuing medication, or if *you* fail to take medication as prescribed by *your* doctor,
- e) for treatment or surgery:
  - (i) in the *United Kingdom* or *your* normal country of residence, or which is not immediately necessary and can wait until *you* return home, or which is carried out or continues to be carried out after the expiry of this Insurance,
  - (ii) for exploratory tests, unless they are as a direct result of the condition which required referral to hospital,
  - (iii) for any treatment which is experimental,
  - (iv) if *you* fail to have the minimum vaccinations and inoculations and take other precautions as advised by a recognised Medical Practitioner or Travel Clinic,
- f) for the cost of single or private room accommodation, unless it is medically necessary or if there is no alternative.

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

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

Insurance Card in Europe and Medicare in Australia,

- c) (i) you obtain medical approval to travel if you are injured or become ill after the issue date of this insurance or,
- (ii) if your policy with MPI Brokers is an 'Annual Travel Insurance' as shown on your certificate you must also call our screening service on +44 (0) 1428 778421.

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

## SECTION 2

### HOSPITAL BENEFIT

**We will pay** the amount shown on the schedule for each night you spend as an in-patient in a registered hospital outside the *United Kingdom*, or your usual country of residence. Please refer to the wording under 'We will not pay' and 'Conditions' in Section 1, as they also apply to this Section.

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

## SECTION 3

### CANCELLATION AND CURTAILMENT

**1. We will pay** up to the amount shown on the schedule following an event giving rise to a claim under this insurance which occurs during the period of insurance for any monies you have paid, or which you are contracted to pay, up to the final invoice cost of the *trip*, (excluding the insurance premium), including the cost of locally purchased services, in respect of your travel and accommodation costs and other expenses, which are not recoverable elsewhere, but not exceeding the amount shown in the schedule in total if you have to cancel or *curtail* all or part of your *trip* as recommended by your usual doctor, or for *curtailment*, by a local doctor, because of your death, injury or illness.

**We will not pay** (in respect of 1. above)

- a) any claim if at the time of purchasing this insurance you:
- (i) are aware of any circumstances which could be expected to give rise to a claim,
  - (ii) have had any pre-existing medical or mental condition, including stress and anxiety, which has resulted in referral to a hospital or consultant in the 6 months prior to booking your *trip*,
  - (iii) have been taking continuous medication and have had a change in medication or increase in dosage in the 6 months prior to booking your *trip* resulting from a deterioration in the condition being treated,
  - (iv) have any medical condition for which you are on a hospital waiting list or awaiting the results of tests or investigations,
  - (v) have been advised of a terminal condition.
- b) any claim arising out of your pregnancy or childbirth where you have a history of previous gynaecological complications unless:
- (i) a doctor's certificate is issued to you, prior to travel, stating you are fit to travel for the intended *trip* and no complications are expected,
  - (ii) if at the start of, or during your *trip*, when travelling by air or sea, there is less than 34 days until the date on your confinement note. This period is extended to 62 days if you are expecting more than one child,

However, we may agree not to apply any of the above or to accept this insurance at special terms if you apply to us by telephoning +44 (0) 1428 778421 and if doing so you must disclose all medical conditions (see 'information provided by you' on page 2).

**2. We will pay** up to the amount shown on the schedule following an event giving rise to a claim under this insurance which occurs during the period of insurance for any monies you have paid, or which you are contracted to pay, up to the final invoice cost of the *trip*, (excluding the insurance premium), including the cost of locally purchased services, in respect of your travel and accommodation costs and other expenses, which are not recoverable elsewhere, but not exceeding the amount shown in the schedule in total if you cancel or *curtail* all or part of your *trip* following:

- (i) the death, injury or illness of a *relative*, travelling companion or a *business colleague*,
- (ii) the death, injury or illness of a person with whom you intended to stay, or of a *relative* of a travelling companion,
- (iii) medical complications arising out of your pregnancy,
- (iv) you, your parent/guardian, a travelling companion, *business colleague* or person with whom you intended to stay being called to serve on a jury, as a court witness (other than as an expert witness) or being placed in compulsory quarantine,
- (v) you, your parent/guardian, a travelling companion, *business colleague* or person with whom you intended to stay being unexpectedly required for emergency and unavoidable duty as a member of the armed forces, police, fire,

nursing, ambulance or coastguard services,

(vi) you, your parent/guardian, a travelling companion, *business colleague* or person with whom you intended to stay is made redundant, provided that you/they are entitled to payment under the current redundancy payments legislation and that at the time of booking your *trip* you had no reason to believe that you would be made redundant,

(vii) the police requiring your presence following fire, flood or burglary at your home within 7 days of your departure, or whilst you are away,

(viii) theft, fire or accident to your car within 7 days of your departure. This only applies if you are using your own car for the whole *trip*,

(ix) your pre-booked accommodation becoming uninhabitable or inaccessible within 7 days prior to your departure or whilst you are away. Alternatively, we will pay for similar accommodation, provided this does not exceed the cost of cancellation or *curtailment*.

(x) a warning issued by the Foreign and Commonwealth Office that a country or countries you had intended to travel to should be avoided or they have advised against travel, provided this warning was issued after you booked insurance and your *trip*. Please see Condition c) below.

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

**We will not pay** (in respect of 2. above)

- a) the excess shown on page 3 for each and every loss,
- b) any claim if at the time of purchasing this insurance you are aware of any circumstances which could be expected to give rise to a claim.
- c) any claim 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 A&E in the 6 months prior to the date of purchase of this insurance,
  - (iii) has received a terminal prognosis.
  - (iv) any claim if you travel with the intention of receiving medical treatment,
  - (v) for *curtailment* claims whilst engaged in work off-shore (other than Watersports), work outside higher than 6 meters above the ground, work underground, or using chainsaws.

### Please note:

- a) that *curtailment* claims will be based on a pro-rata of the full holiday cost and calculated from the day you return to the *United Kingdom*, or your usual country of residence, or you are hospitalised as an in-patient. The cost of unused excursions will be refunded in full,
- b) if there is a settlement under this section following a claim, insurance under this policy shall cease.

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

- a) if you become aware of any circumstances which make it necessary for you to cancel your *trip*, you must advise your tour operator, travel agent, travel or accommodation supplier as soon as possible. The most we will pay will be limited to the applicable cancellation charges on the date you were advised to cancel your *trip*,
- b) you contact the Assistance Company as soon as possible if for medical reasons you wish to return home earlier or by a different mode of transport than originally planned,
- c) (i) you reduce any loss by contacting your travel provider to obtain a refund if available, or
  - (ii) change your ticket to an alternative destination of your choice (we will pay the difference, but no more than the cost of the original ticket), or
  - (iii) call the loss adjusters on +44 (0) 1428 770606

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

## SECTION 4

### PERSONAL LIABILITY

**We will pay** up to the amount shown on the schedule, in addition to legal costs incurred with our written consent, for your legal liability, including a) your contractual liability for the actions of travelling companions for whom you have booked a *trip* and b) whilst ski hosting, leading, or teaching, including advice, on a non-professional or voluntary basis provided, using your judgement, care is taken not to take skiers/snowboarders into areas that are substantially too difficult for their ability, if you or they cause:

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

**We will also pay** your legal liability including *bodily injury* when you are leading,

hosting, guiding or lecturing a group provided you:

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

#### We will not pay

- a) for any liability arising from *bodily injury*, loss or damage to property,
  - (i) owned by *you* or a member of *your family* or,
  - (ii) in *your* care, custody or control, other than temporary holiday accommodation and its contents, not owned by *you* or a member of *your family*,
- b) the first £275 of each claim in respect of damage to temporary holiday accommodation and its contents,
- c) for any liability for *bodily injury*, loss or damage,
  - (i) to *your* employees or members of *your family* or household or to their property,
  - (ii) arising out of or in connection with *your* trade, profession or business, or assumed under contract, other than for temporary holiday accommodation, unless *you* would have been liable anyway,
  - (iii) arising out of the ownership, possession, use or occupation of land or buildings, other than temporary holiday accommodation,
  - (iv) arising out of the ownership, possession, or use of: motorised vehicles, yachts or motorised waterborne craft with an engine capacity in excess of 6 horsepower, airborne craft of any description, animals or firearms and weapons,
  - (v) arising out of *your* criminal, malicious or deliberate acts.

If any incident occurs which is likely to result in a claim, *you* must as soon as possible notify *us* in writing. Any correspondence and documentation *you* receive must as soon as possible be sent, unanswered, to the loss adjuster. *You* may not discuss or negotiate *your* claim with any third party without the written consent of the loss adjuster. Failure to comply with any of the above may affect the assessment of *your* claim.

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

## 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 and at the end of which there is no hope of improvement.

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

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

**We will pay** a benefit of the amount shown on the schedule if *you* have an *accident* whilst *you* are on *your trip* which within 12 months is the sole cause of *your* death, *permanent total disablement*, *loss of sight* or *loss of a limb*. For children aged 15 or under on the date of *loss*, the death benefit is reduced to £5000.

**We will not pay** any claim 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,

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

## SECTION 6

### MISSED DEPARTURE AND DELAYED ARRIVAL

**We will pay** up to the amount shown on the schedule for any one event, and in all following a series of events giving rise to a claim under this insurance, which 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* which was booked in the *United Kingdom*, or *your* usual country of residence, for any reason beyond *your* control, other than sickness or injury.

**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 claim following an incident over which *you* had control, other than a road traffic *accident* involving a vehicle *you* were driving,
- b) for a claim caused by a strike if it had started or been announced before *you* bought this insurance or booked a *trip*,
- c) any amounts recoverable from *your* travel provider or airline,

d) for a claim under this section and Section 7, caused by the same event.

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

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

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

## SECTION 7

### TRAVEL DELAY AND ABANDONMENT

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

However, if after a 12 hour delay on *your* outward journey, or if *your* transport is cancelled, from the *United Kingdom*, Republic of Ireland, or *your* normal place of residence in a member state of the EU, *you* choose to cancel *your trip*, instead of a payment for delay, we will pay for the cost of the *trip*, up to the maximum claimable under Section 3, less any excess 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

- a) the excess shown on page 3 for each and every *loss*,
- b) for a *loss* under this Section and Section 6 caused by the same event,
- c) for a *loss* caused by a strike if it had started or been announced before *you* bought this Insurance or booked a *trip*,
- d) if *you* fail to check-in on time, 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,
- e) if transport services are withdrawn as the result of a recommendation or instruction from the Civil Aviation Authority, Port Authority or similar body,
- f) any amounts recoverable from *your* travel provider or airline.

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

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

## SECTION 8

### END SUPPLIER FAILURE

**This insurance is provided by MGA Cover Services Limited (registered address Farren House, The Street, Farren Court, Cowfold, West Sussex RH13 8BP, company registration: 08444204, authorised and regulated by the Financial Conduct Authority registration number 597536) under binding agreement with CBL Insurance Europe Limited, 2nd Floor, 13-17 Dawson Street, Dublin 2, Ireland, company registration: 218234 who are authorised and regulated by the Financial Conduct Authority registration number 203120.**

#### DEFINITIONS (applicable to Section 8 only)

Where the following words and phrases appear in this section in italics they shall have the following meaning:

'**We / Us**' MGA Cover Services Limited on behalf of CBL Insurance Europe Ltd.

'**End Supplier**' Scheduled airlines, Hotels, Villa owners, Cottage owners; Train company (including the Eurostar); Coach companies; Car hire companies; Caravan sites; Campsites; Camper rental; Safari companies; Excursion companies; Eurotunnel; Theme parks (e.g. Disneyland Paris).

**We will pay** up to the amount in total for each Person-Insured named on the invoice for:

- a) irrecoverable sums paid in advance in the event of insolvency of the Travel or Accommodation provider not forming part of an inclusive holiday prior to departure, or
- b) In the event of insolvency after departure:
  - (i) additional pro rata costs incurred by the Person-Insured in replacing that part of the travel arrangements to a similar standard to that originally booked, or
  - (ii) If *curtailment* of the holiday is unavoidable - the cost of return transportation to the *United Kingdom*, Channel Islands, Isle of Man or Ireland to a similar standard to that originally booked.

#### The Insurer will not pay for

- a) Travel or Accommodation not booked within the *United Kingdom*, Channel Islands, Isle of Man or Ireland prior to departure
- b) The Financial Failure of:
  - (i) any Travel or Accommodation provider in or under any threat of insolvency being known at the date of issue of the Certificate,
  - (ii) any Travel or Accommodation provider who is bonded or insured elsewhere (even if the bond is insufficient to meet the claim),



(iii) any travel agent, tour organiser, booking agent or consolidator with whom the insured has booked travel or accommodation,

- c) Any loss for which a third party is liable or which can be recovered by other legal means,
- d) **We will not pay** for any losses that are not directly associated with the incident that caused you to claim. For example, loss due to being unable to reach your pre booked hotel following the financial failure of an airline,
- e) Provided that, in the case of b)(i) and (ii) above where practicable the Person-Insured shall have obtained the approval of the insurer prior to incurring the relevant costs by contacting the insurer as set out below.

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

## SECTION 9

### PERSONAL EFFECTS

**We will pay** up to the amount shown on the schedule for any one event (and in total) 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 and valuables*, after making proper allowance for wear, tear and depreciation.

**We will also pay** for loss or theft of travellers cheques, postal orders, misuse of Moneycorp FX card provided this was obtained through MPI Brokers, travel tickets and accommodation vouchers, driving licence (not ski pass – see section 19) 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 page 3 for each and every loss, except for baggage delay and keys,
- 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: 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 telephones and electronic equipment (other than audio equipment including one MP3 player (iPod) and the like, including associated equipment to any of the above e.g. wires, cases, USB plugs and the like, providing you hold receipt(s) for these items),
- e) 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, 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 insurance that:

- a) you at all times exercise care in the supervision of your property,
- 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 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 being used for accommodation and provided *valuables* are placed in a locked 'glove' compartment if available),
- e) you must make every effort to recover lost or stolen property (*personal effects*) and report any loss of an FX card to Moneycorp as soon as the loss has been discovered.

#### **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 at an additional premium - please call MPI Brokers on +44 (0) 1428 778424.

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

## SECTION 10

### PERSONAL MONEY

**We will pay** up to the amount shown on the schedule for any one event (and in total)

following a series of events giving rise to a claim under this insurance, which declares itself during the period of insurance for loss or theft of *personal money*.

#### **We will not pay**

- a) the excess shown on page 3 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 left money 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.

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

- a) you at all times exercise care in the supervision of your money at all times,
- b) in the event of the loss or theft of *personal money* the loss must be reported 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 also refer to the General Exclusions and General Conditions at the end of this document

## SECTION 11

### LEGAL EXPENSES

**We will pay** up to the amount shown on the schedule if you are injured or die during the period of your trip, for:

- a) any fees and disbursements incurred by your legal representatives in connection with any claim or legal proceedings, including costs and expenses of expert witnesses, and costs incurred by us in connection with any such claims or legal proceedings,
- b) any costs payable by you following an award of costs by any court or tribunal, and any costs payable following an out of court settlement made in connection with any claim or legal proceedings,
- c) any fees, expenses, and other disbursements 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 any claim against Michael Pettifer Insurance Brokers Ltd., the issuing agent, the Claims Company, the Assistance Company, or us,
- b) legal expenses incurred either prior to the granting of support by us or without written consent,
- c) any claim reported to us more than 180 days after the commencement of the incident giving rise to the claim,
- d) any claim where we think that the costs and expenses will be greater than any award or if we think an action is unlikely to succeed,
- e) any legal costs awarded as a personal penalty against you or your legal advisor,
- f) costs for legal proceedings if your affairs are in the hands of any insolvency practitioner.

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

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

- from a claim without our agreement,  
 (viii) not withdraw instructions from your legal adviser without our prior consent,  
 (ix) not conduct your claim in a manner different from that advised by the legal adviser,  
 c) any claim made in the United States of America or Canada will follow the contingency fees system operating in North America.

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

## SECTION 12

### LOSS OF PASSPORT

**We will pay** up to the amount shown on the schedule for any one event (and in total) following a series of events giving rise to a claim under this insurance, which occurs during the period of insurance for loss or theft or damage to your passport and visa as follows:

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

- 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,
- for any costs incurred where you have left your passport and visa unattended without good reason.

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

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

## SECTION 13

### INCONVENIENCE EXPENSES

**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 boarding fees), if your return to the United Kingdom, Republic of Ireland, or your normal place of residence in a member state of the EU, is delayed for reasons beyond your control.

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

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

## SECTION 14

### HIJACK

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

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

## SECTION 15

### GOLF EQUIPMENT

**We will pay** up to the amount shown on the schedule for any one event (and in total) 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 golf equipment.

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

#### We will not pay

- the excess shown on page 3 for each and every loss,
- for any loss where you have left any golf equipment unattended, without good reason,
- for any golf equipment which is detained, seized or confiscated by H M Customs or other officials.

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

- you at all times exercise care in the supervision of your property,
  - 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),
  - 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,
  - you must make every effort to recover lost or stolen property (personal effects).
- Please also refer to the General Exclusions and General Conditions at the end of this document.

## SECTION 16

### GREEN FEES

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

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

## SECTION 17

### HOLE-IN-ONE

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

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

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

## SECTION 18

### WINTERSPORTS EQUIPMENT AND OTHER EXPENSES

**We will pay** up to the amount shown on the schedule for any one event (and in total) 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:-

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

Age of Equipment up to (years)	1	2	3	4	5	over 5
Proportion of new purchase price of the same or similar equipment	85%	65%	45%	30%	20%	5%
- ski equipment hired by you and for which you are legally responsible, up to the amount shown on the schedule.

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

#### We will not pay

- the excess shown on page 3 for each and every loss except for delay of your ski equipment,
- for loss or damage caused by any process of cleaning, repairing or restoring,
- for any ski equipment which is detained, seized or confiscated by H M Customs or other officials.

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

- you at all times exercise care in the supervision of your ski equipment,
  - 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),
  - 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,
  - you must make every effort to recover lost or stolen property (personal effects).
- Please also refer to the General Exclusions and General Conditions at the end of this document.

## SECTION 19

### SKI PACK

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

#### We will not pay

- for loss or theft of a ski pass not reported to the lift company immediately,
- for a loss caused by a strike if it had started or been announced before you bought this insurance.

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

## SECTION 20

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

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

### SPECIFIC EXCLUSION

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

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

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

N.B. 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** claims 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 or your deliberate exposure to unnecessary 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, potholing or heli-skiing if pre-booked other than pre-booked heli-skiing day trips, not exceeding 2 consecutive days,
- k) wintersports and racing of any kind other than racing in dinghies and see watersports on page 2,
- l) parapenting, hang gliding, other than that which is not booked or planned before you go on your trip and then only if with a recognised school on a trial basis,
- m) any loss, death, injury or sickness of yours resulting from you taking part in civil commotions or riots of any kind,
- n) any loss of any kind, except as may be specifically provided for in this insurance,
- o) the breaking of or failure to comply with any law whatsoever,
- p) any circumstance that is covered by another insurance policy that you hold (see General Condition 5),
- q) you being aware of any circumstance(s) which should have been expected to give rise to a claim at the time of purchasing or taking out this insurance,
- r) any loss that is not directly associated with the incident which has given rise to a claim. For example, the cost of replacing locks after losing keys or loss of earnings following injury or illness,
- s) failure to comply with any Conditions within this insurance policy

- t) failure to comply with the clause headed 'FCO TRAVEL WARNING' on page 4.

### GENERAL CONDITIONS

1. You must contact the Assistance Company as soon as possible if you are admitted to hospital as an in-patient, or if you have medical treatment which is likely to cost more than £500 (or its equivalent in local currency) Failure to do so may affect the assessment of your claim.
2. You must wherever possible use medical facilities which entitle you to the benefits of any reciprocal health agreements, such as the European Health Insurance Card (EHIC) in Europe (including Switzerland) and you must register on arrival in Australia with Medicare.
3. 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.
4. Should you incur a loss and wish to make a claim under this policy, you must follow the instructions given on page 2 'how to make a claim' and you must file a claim with MPI, on one of their claim forms 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 require at your expense, and be able to prove your loss if so requested.
5. You must advise us of any other insurance policy you hold which may provide cover in respect of any event for which you are claiming (see exclusion p). We may take action in your name but at our expense to recover for our benefit the amount of any payment made under this insurance and you must act as if uninsured and assist us to obtain or pursue a recovery from any third party and/or other insurers (including the Pension Service for EHIC claims).
6. You must pay us back within 1 month of demand any amounts that we have paid on your behalf which are not covered, or if it transpires you were not insured under this insurance.
7. You must take all reasonable steps to avoid or minimise any loss which might result in you making a claim under this Insurance.
8. We may at our option discharge any liability under this insurance by replacing or repairing any article or articles lost or damaged.
9. You must comply with all the terms and conditions of this insurance 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.

### DATA PROTECTION ACT

Information you supply will only be used for the purpose of providing you with this insurance contract, the administration of your policy and handling any claim you make. We, the insurers, and all parties acting on our behalf will handle any information you provide in accordance with the data protection laws in force in the country in Europe in which you 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

### CANCELLATION

This insurance contains a 14 day 'cancellation period' during which time you may return it and obtain a refund if you have a reason for being dissatisfied with the cover. Provided you have not commenced travel, or had a loss which is likely to result in a claim. There may be a charge of £25.00.

### AMENDMENTS

If you wish to extend cover for any reason, the premium will be the difference between the period taken out and the 'new' period, plus 15%.

If you wish to reduce your cover, e.g. from Worldwide to Europe or 12 months to 9 months, the premium will be set at the new rate plus 15%.

**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.

**SANCTIONS**

Lloyd's Syndicates 4444/958 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.

**SEVERAL LIABILITY NOTICE**

PLEASE NOTE – This notice contains important information. PLEASE READ CAREFULLY

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

**FRAUD**

The insurers take a robust approach to fraud prevention in order to keep premium rates down so that *you* do not have to pay for other people's dishonesty. 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 without any premium refund 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.

**SUBROGATION/ASSIGNMENT**

If *you* are injured by, or if *your* death is caused by, someone else's negligence and we pay a claim under this policy, we may wish to attempt to recover from that person or organisation some or all of the amounts we have paid *you* or a beneficiary. *You* agree that we can, therefore, take over *your* legal rights and remedies against anyone who is responsible for the event(s) which lead to *your* claim, but only in relation to, and to the extent of, any payment made under this policy. If we choose to do this, we will be responsible for all costs incurred in pursuing a recovery of costs we have paid.

*You* or *your* beneficiary (as appropriate) 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. This includes, but is not limited to, (to the extent necessary) transferring to *us* *your* rights to take action but only in relation to, and up to, the amount paid by *us* under this policy.

**COMPLAINTS PROCEDURE**

**Should you have reason to complain about Section 8 of our insurance** write to or email:

The Managing Director, MPI Brokers, West House, West Street, Haslemere, Surrey, GU27 2AB

Tel: 01428 664265 Email: info@mpibrokers.com

If after 8 weeks from the date *you* file a complaint, *you* find *our* final reply unsatisfactory, *you* may refer *your* complaint to:

The Financial Ombudsman Service, South Quay Plaza 2, 183 Marsh Wall, London E14 9SR.

This is not available if the turnover of a company for a corporate policy is greater than €2,000,000

Please follow the above procedure in order. It may not help *your* complaint if *you* accelerate the process.

No complaint will be accepted for consideration if:-

- a) this insurance has been cancelled or declared void ab initio, or
- b) *you* have accepted an unconditional settlement of any claim

**Should you have reason to complain about any other Section of our insurance**, please note the 3 steps below, along with the relevant contact details for each step.

Please take special note however that should *you* wish to direct *your* complaint directly to Lloyd's in the first instance, *you* may do so by using the contact information referenced in Step 2 below.

**Step 1:**

In the first instance, if *your* complaint does not relate to a claim please direct it to:

Compass Underwriting Limited, 50 Mark Lane, London EC3R 7QR

Tel: UK: 0800 319 6601 Tel: +44 (0) 207 398 0100

Fax: +44 (0) 207 398 0109 Email: Jackie.brunwin@compassuw.co.uk

or, if *your* complaint does relate to a claim, please direct it to:

MPI Claims, West House, 19-21 West Street, Haslemere, Surrey, GU27 2AB

Tel: 01428 778424 Email: info@mpibrokers.com

**Step 2:**

Should *you* remain dissatisfied with the outcome of *your* complaint from Compass Underwriting Limited or the MPI Claims *your* legal rights are not affected, and *you* may refer *your* complaint to Lloyd's. Lloyd's contact information is:

Complaints at Lloyd's, Fidentia House, Walter Burke Way, Chatham Maritime, Kent ME4 4RN

Tel: +44 (0) 20 7327 5693 Email: complaints@lloyds.com

Details of Lloyd's complaints procedure are set out in a leaflet "Your Complaint - How We Can Help", which is available at <http://www.lloyds.com/complaints> Alternatively, *you* may ask Lloyd's for a hard copy.

**Step 3:**

If *you* still remain dissatisfied after Lloyd's has considered *your* complaint, *you* may have the right to refer *your* complaint to the Financial Ombudsman Service. The contact information is:

Financial Ombudsman Service, Exchange Tower, London E14 9SR

Tel: 0800 0234 567 (normally free from a fixed line in the UK, but charges may apply from mobiles).

Tel: +44 (0) 300 1239 123 (normally charged at the same rate as 01 / 02 on mobile phone tariffs).

Email: complaint.info@financial-ombudsman.org.uk