

# SKI INSURANCE

Specially arranged  
for  
Halsbury Travel Ltd.  
by  
MPI Brokers

**Halsbury Travel Ltd**  
PUTTING GROUP LEADERS FIRST

**mpi**  
brokers  
Travel and Wintersports Insurance

**We recommend that you read this document and in particular the Code of Practice on page 7 and take this document with you on your trip.**

**This insurance is underwritten** by Optimum Underwriting Ltd., 19 Bartlett Street, South Croydon, CR2 6TB as Underwriting Agents for Groupama Insurance Company Ltd (registered no. 995253), who are members of the Association of British Insurers, through MPI Brokers, West House, West Street, Haslemere, Surrey GU27 2AB and this is evidence that you are insured in accordance with the authorisation granted under Master Policy No. MPOPT0082/10 (**do not quote this number if making a claim, only the reference on page 2**), provided you have booked to travel with Halsbury Travel Ltd, Groupama Insurance Company Ltd is hereby bound to insure in accordance with the terms and conditions contained herein or endorsed hereon and provided your booking confirmation is attached to this document showing the names of those insured. Each person listed is separately and individually insured, for the period of travel shown on the booking confirmation. MPI Brokers is a trading name of Michael Pettifer Insurance Brokers Ltd. All the above companies are authorised and regulated by the Financial Services Authority, other than the Tour Operator.

## CUSTOMER SERVICE

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

**0845 180 0065**

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'

## 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 reasonable and sensible manner.

## SCHEDULE OF SECTIONS AND SUMS INSURED

Per Person

	Sections	Sums Insured	Excesses
1	Medical Expenses UK Physiotherapy	£5,000,000 £600	£30
2	Hospital Benefit (per night)	£500 (£20)	Nil
3	Cancellation or Curtailment Maximum	Holiday cost £1,600	£25*
4	Missed Departure and Delayed Arrival	£600	Nil
5	Delayed Departure per 12 hours (max) or Abandonment	£20 (£100) £1,500	Nil £30
6	Personal Effects Single Article Limit Valuables Delayed Baggage	£1,500 (£200) (£200) (£150)	£20
7	Personal Money Student's Adult's (own) Adult's (in all per group for student's pocket money)	£50 £200 £3000	£15 £25 £25
8	Passport Indemnity	£250	Nil
9	Personal Liability	£2,000,000	£250 PD**
10	Legal Expenses	£30,000	Nil
11	Personal Accident	£20,000	Nil
12	Inconvenience Cover	£750	Nil
13	Wintersports Equipment (Own equipment) (Hired equipment)	£1,000 (£800) (£300)	£60
14	Ski Pack	£400	Nil
15	Piste Closure (per day)	£350 (£35)	Nil

\* Nil excess for trips under 24 hours  
\*\* Property Damage

## EMERGENCY MEDICAL EXPENSES

Travel insurance is not a private health plan. It covers Emergency treatment in state hospitals or, if not available, at 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 associates. 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 0845 180 0065.

## 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.

## TRAVELLERS' TIPS

The following 'quickie' list of advice has been prepared by MPI Brokers:

- 1 If you are taking valuable items such as jewellery or camcorders on holiday, you should insure them under an All Risks section of your household contents insurance.
- 2 Do not pack valuables, money and fragile items in the baggage that you check in at the airport etc. Keep them with you at all times during your journey.
- 3 Do not carry more cash than you need; use travellers cheques, credit or charge cards if possible. Use safety deposit boxes whenever they are available.
- 4 If you need regular medication, take enough with you to last your holiday. You should also take an extra supply which should be packed separately in case you lose your first supply.
- 5 Check your baggage for damage each time you reclaim it.
- 6 Think before you dive, check the depths of swimming pools and the sea and only dive if you are sure the water is deep enough.
- 7 The sun abroad can be much more powerful than you are used to at home, particularly at high altitudes or on the water. Use high factor suncreams and wear appropriate hats or caps.
- 8 Make sure all passports, visas, vaccinations and health requirements are up to date, and be sure to take all necessary documents with you.
- 9 Always abide by the Skiers Code which is issued by the International Ski Federation.
- 10 Never leave your belongings unattended or with strangers, especially at airports or in vehicles. Split skis wherever possible.
- 11 In order to keep claims to a minimum and premiums down in the future please act as if uninsured (see General Condition 5).

**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.

If you are planning to sail in other parts of the world 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 – but may do so on application.

**HOW TO MAKE A CLAIM**

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

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

and please quote the following reference

**MPOP 43/10**

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

**www.mpibrokers.com**

which should be printed, completed and forwarded to the address shown on the form, or you may phone MPI Brokers on 0845 180 0065 if you do not have access to the internet.

**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. 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.**

**In respect of school groups, this should be done by a teacher from your school, or a representative of Halsbury Travel.**

**TERMS CONDITIONS AND EXCLUSIONS****PERIOD OF INSURANCE**

This insurance is valid for the dates shown on your booking confirmation provided you have booked your trip between 1st January 2011 and 31st December 2011 for travel before 31st December 2012. In respect of Section 5 and the cancellation part of Section 3, cover starts from the date of booking.

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

For all other Sections, and the curtailment part of Section 3, cover starts when you leave your home or place of business in the United Kingdom or other European Union member country, whichever is the later, at the start of your trip, and finishes immediately you return to your home or place of business, whichever is the earlier, for any reason.

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

**MATERIAL FACTS**

Insurance contracts are contracts based on the principle of utmost good faith which means if at the time of taking out this insurance you failed to disclose a material fact insurers hold the right at any time to cancel your policy and return your premium in full. A material fact is one which is known to you and could not be known by us, and which may adversely affect the risk to be insured. English Courts will find a fact to be material where it would affect the judgement of a prudent underwriter whether or not to accept a risk at the terms offered.

If you wish to declare a material fact after having taken out this insurance, that existed before inception you may do so by calling 0845 180 0065 and we may consider reinstating cover at special terms. If you are unsure whether any information is material please disclose it.

**EXCESSES**

Under some sections of this insurance, claims will be subject to an excess. This means you will be responsible for paying the first part of a loss except under the Personal Liability section.

The excesses are as shown on page 1 and apply to each insured. If you have a claim under more than one section following the same event only one excess shall apply; if the excesses are different then the highest amount shall be applied.

**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 close business associates. 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 **0845 180 0062**.

**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 the meaning as set out in the latest edition of the Oxford English Dictionary.

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

**'Curtailment' 'Curtail'** means cutting your trip short by early return to the United Kingdom, or 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 of the date of your wedding,

**'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, 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 fiancé(e),

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

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

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

**'United Kingdom'** means United Kingdom of Great Britain, Northern Ireland, 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,

**'We', 'us' and 'our'** means Optimum Underwriting Ltd as Underwriting Agents for Groupama Insurance Company Ltd,

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

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

**TERRITORIAL LIMITS**

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

**TRAVEL WARNING**

If you travel to a country or an area within 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.

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 and reasonable costs incurred as a result of your actual or threatened bodily injury, illness or death during your trip in respect of:

a) all emergency medical treatment which is considered medically 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 up to a maximum of £750.

- b) the additional cost of repatriation to the *United Kingdom*, or for *trips* within the *United Kingdom*, return home costs, after having consulted the local treating doctor and provided he/she has recommended repatriation or return home for medical reasons, and the Assistance Company, on behalf of us, 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 medically necessary to remain with *you* and accompany *you* to *your* home or hospital or,
  - (ii) one *relative* or friend to travel from or within the *United Kingdom* if medically 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 or return home costs following medical complications arising out of *your* pregnancy, (but see b) (v) below).

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

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

- a) the excess shown on page 1 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 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 last 6 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 0845 180 0062.

- 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 manual work or labour,
- 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 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.

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*.

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

**We will pay** up to the amount shown on the schedule following an event giving rise to a claim under this insurance which declares itself during the period of insurance for any monies *you* have paid, or which *you* are 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 all:

- a) 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:
  - (i) *your* death, injury or illness,
  - (ii) the death, injury or illness of a *relative*, travelling companion or a *business colleague*,
  - (iii) the death, injury or illness of a person with whom *you* intended to stay, or of a *relative* of a travelling companion,
  - (iv) medical complications arising out of *your* pregnancy, (but see e) below),
- b) if *you* cancel or curtail all or part of *your* trip following:
  - (i) *you*, *your* parent/guardian, a travelling companion, close *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,
  - (ii) *you*, *your* parent/guardian, a travelling companion, close *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,
  - (iii) *you*, *your* parent/guardian, a travelling companion, close *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,
  - (iv) the police requiring *your* presence following fire, flood or burglary at *your* home within 7 days of *your* departure, or whilst *you* are away,
  - (v) theft, fire or accident to *your* car within 7 days of *your* departure. This only applies if *you* are using *your* own car for the whole *trip*,
  - (vi) *your* pre-booked accommodation becoming uninhabitable or inaccessible within 7 days prior to *your* departure or whilst *you* are away. Alternatively, we will pay for similar accommodation, provided this does not exceed the cost of cancellation or curtailment.
  - (vii) 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.

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

- a) the excess shown on page 1 for each and every loss,
- b) any claim if at the time of advising us of the date *you* booked to travel *you*:
  - (i) are aware of any circumstances which could reasonably be expected to give rise to a claim,

- (ii) have had any pre-existing medical or mental condition, including stress and anxiety, which has resulted in referral to a hospital or consultant in the 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,
- (vi) are aware of any medical or mental condition, including stress and anxiety, of any *relative* or *business colleague*, whether travelling with *you* or not, on whose state of health *your* decision to cancel or *curtail your trip* may depend.

However, we may agree not to apply any of the above or to accept this insurance at special terms if *you* apply to us by telephoning 0845 180 0058.

- c) any claim:
  - (i) if *you* book or travel against medical advice, or
  - (ii) for *curtailment* if *you* become ill or suffer a deterioration to a medical condition after the issue date of this insurance and fail to obtain medical approval on *your* fitness to travel,
- d) any claim if *you* travel with the intention of receiving medical treatment,
- e) any claim arising out of pregnancy or childbirth where *you* have a history of previous gynaecological complications unless:
  - (i) a doctor's certificate is issued to *you*, prior to travel, stating *you* are fit to travel for the intended *trip* and no complications are expected,
  - (ii) if at the start of, or during *your trip*, when travelling by air or sea, there is less than 34 days until the date on *your* confinement note. This period is extended to 62 days if *you* are expecting more than one child,
- f) for *curtailment* claims whilst engaged in manual work or labour.

**Please note:**

- a) that *curtailment* claims will be based on a pro-rata of the full holiday cost and calculated from the day *you* return to the *United Kingdom* or *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 in writing within 48 hours. The most we will pay will be limited to the applicable cancellation charges at that time,
- b) *you* contact the Assistance Company immediately if *you* wish to return home to or within the *United Kingdom* for any reason or by any method other than as originally planned. Where return home is as a result of injury or illness, medical evidence should be provided to confirm that it is medically necessary for *you* to *curtail your trip*.
- 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 0845 180 0174.

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

## SECTION 4

### MISSED DEPARTURE AND DELAYED ARRIVAL

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

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

**We will not pay**

- a) for a claim following an incident over which *you* had control, other than a road traffic accident involving a vehicle *you* were driving,
- b) for a claim caused by a strike if it had started or been announced before *you* bought this insurance or booked a *trip*,
- c) for a claim under this section and Section 5, caused by the same event.

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

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

- b) obtain a written report if the vehicle in which *you* are travelling breaks down or is involved in an accident.

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

## SECTION 5

### 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 from the *United Kingdom* or the Republic of Ireland *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.

**We will not pay**

- a) the excess shown on page 1 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,
- e) if transport services are withdrawn as the result of a recommendation or instruction from the Civil Aviation Authority, Port Authority or similar body.

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

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

## SECTION 6

### PERSONAL EFFECTS

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

**We will also pay** for loss or theft of travellers cheques, postal orders, travel tickets and accommodation vouchers, driving licence (not ski pass – see section 14) including any reasonable additional costs in obtaining replacements.

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

**We will not pay**

- a) the excess shown on page 1 for each and every loss, except for baggage delay,
- b) for any loss where *you* have unreasonably left any *personal effects* unattended,
- 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 reasonable 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 (ie, not in luggage placed in the hold of an aircraft, ship, train or an *unattended motor vehicle*).

**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 0845 180 0065.

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

## SECTION 7

### PERSONAL MONEY

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

#### We will not pay

- a) the excess shown on page 1 for each and every loss,
- b) for loss or theft from an *unattended motor vehicle* nor from unaccompanied baggage whilst in transit,
- c) for any loss where *you* have unreasonably left money unattended,
- 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 reasonable care in the supervision of *your* money,
- b) in the event of the loss or theft of *personal money* the loss must be reported to the police immediately, but 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 8

### PASSPORT AND VISA INDEMNITY

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

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

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

#### We will not pay

- 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 unreasonably left *your* passport and visa unattended.

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

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

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

## SECTION 9

### PERSONAL LIABILITY

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

- 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 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 £250 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 immediately notify *us* in writing. Any correspondence and documentation *you* receive must immediately 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 10

This section is managed by Lexceteras Limited.

### LEGAL EXPENSES

**We will pay** up to the amount shown on the schedule for *your* legal costs and expenses incurred to claim for compensation or damages if *you* are injured or die during the period of *your trip*.

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

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

#### We will not pay

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

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

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

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

## SECTION 11

## PERSONAL ACCIDENT

## Specific definitions applying to this section

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

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

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

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

**We will 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:

- travel against medical advice, or
- engage in manual work or labour.

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

## SECTION 12

## INCONVENIENCE EXPENSES

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

**We will also pay** the additional cost of providing a driver to return your car to your home address from a United Kingdom or the Republic of Ireland 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 13

## WINTERSPORTS EQUIPMENT AND OTHER EXPENSES

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

- 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 1 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 customs or other officials.

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

- you at all times exercise reasonable 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 immediately, but no later than 48 hours after discovery, and a written report is obtained.

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

## SECTION 14

## SKI PACK

**We will pay** up to the amount shown on the schedule and in all following an event giving rise to a claim under this insurance which declares itself during the period of

insurance for the value of any unused ski pass, ski hire, or tuition 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 15

## PISTE CLOSURE

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

Valid for the period 15th December to 15th April in the Northern Hemisphere.

**We will pay**

- 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,
- 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, Cancellation or 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:

- you are wearing a crash helmet, and
- the driver holds a valid driving licence to ride in the country you are visiting,
- the engine capacity of the Motorcycle or Quad Bike is under 125cc, other than for cancellation claims.

N.B. Using a Motorcycle, Quad Bike or Ski-Doo amongst other motorised vehicles is excluded under the Personal Liability section.

## GENERAL EXCLUSIONS

**Applicable to all sections**

**We will not pay** claims arising out of:

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

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

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

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

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

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

- loss or destruction of/or damage to any property whatsoever or any loss or

expense whatsoever resulting or arising there from or any consequential loss, or any legal liability of whatsoever nature, directly or indirectly caused by or contributed to by or arising from:

- (i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
- (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof,
- d) loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds,
- e) failure of any computer hardware or software or other electrical equipment to recognise or process any date as the true calendar date. This does not apply to the Emergency Medical Expenses, Hospital Benefit and Personal Accident sections,
- f) you travelling in an aircraft other than as a fare paying passenger in a fully licensed passenger carrying aircraft and for no other purpose,
- g) your suicide or attempted suicide or your deliberate exposure to unnecessary danger (except in an attempt to save human life),
- h) your sexually transmitted diseases, you being under the influence of alcohol (this exclusion shall only apply where it can be proven that the event giving rise to a claim was directly caused by you being under the influence of excess alcohol) or drugs or from Human Immune deficiency Virus (HIV) and/or Acquired Immune Deficiency Syndrome (AIDS) and/or any HIV or AIDS related illness,
- i) scuba diving if you book or plan this before you go on your trip. This exclusion may be waived if you pay the appropriate additional premium. However, under no circumstances will we pay for a claim if you are:
  - (i) inexperienced and not accompanied by a properly qualified instructor or,
  - (ii) diving to a greater depth than 30 metres or,
  - (iii) diving alone,
- j) mountaineering usually requiring the use of guides and ropes, or potholing or heli-skiing if pre-booked other than pre-booked heli-skiing day trips,
- k) any form of racing or competition other than:
  - (i) ski, snowboard or ski-bob racing or competition where the event has an entry age of under 16, or
  - (ii) ski, snowboard or ski-bob racing or competition where the event is not a National or International race or competition,
- l) parapenting, other than that which is not booked or planned before you go on your trip and then only if with a recognised school on a trial basis,
- m) any loss, death, injury or sickness of yours resulting from you taking part in civil commotions or riots of any kind,
- n) any loss of any kind, except as may be specifically provided for in this insurance,
- o) the breaking of or failure to comply with any law whatsoever,
- p) you holding another policy of insurance covering the event giving rise to a claim (see General Condition 5),
- q) you being aware of any circumstance(s) which could reasonably have been expected to give rise to a claim at the time of purchasing or taking out this insurance.
- r) failure to comply with any Conditions within this insurance policy.
- s) failure to comply with the clause headed 'TRAVEL WARNING' on page 2.

## GENERAL CONDITIONS

1. You must contact the Assistance Company immediately if you are admitted to hospital as an in-patient, or if you have medical treatment which is likely to cost more than £500 (or its equivalent in local currency) If this is not possible you must notify the Assistance Company as soon as possible. Failure to do so may affect the assessment of your claim.
2. You must wherever possible use medical facilities which entitle you to the benefits of any reciprocal health agreements, such as the European Health Insurance Card (EHIC) in Europe (including Switzerland) and you must register on arrival in Australia with Medicare.
3. All material facts must be disclosed to us. Failure to do so may affect your rights under this Insurance. A material fact is a fact which is likely to influence us in the acceptance of the Insurance. If you are in any doubt as to whether a fact is 'material' then, for your own protection, you should tell us.
4. Should you incur a loss and wish to make a claim under this policy, you must file a claim with our representative, on a MPI Brokers claim form. These are available on our website [www.mpibrokers.com](http://www.mpibrokers.com) with instructions on completion. You must supply full details of all circumstances and any other information, documents and original receipts they may reasonably require at your expense, and be able to prove your loss if so requested.
5. You must advise us of any other insurance policy you hold which may provide cover in respect of any event for which you are claiming (see exclusion p). We may take action in your name but at our expense to recover for our benefit the

amount of any payment made under this insurance and you must act as if uninsured and assist us to obtain or pursue a recovery from any third party and/or other insurers (including the Pension Service for EHC 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 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. Fraudulent Claims. It is a criminal offence to make a fraudulent claim and this insurance shall be null and void.
10. You must comply with all the terms, provisions, conditions and endorsements of this Insurance. Failure to do so may affect the assessment of your claim.
11. A person or company who is not a party to this policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

## APPLICABLE LAW

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

## DATA PROTECTION ACT

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

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

If you make a claim under the policy, you will be requested to provide personal details to us or our agents, including some which may be 'sensitive' under the Act. You will be asked to sign a specific declaration when claiming, consenting to the processing and use of this data as necessary by the insurance company, the Broker and their agents, and within the controls of the Data Protection Act.

## FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

We are covered by the FSCS. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Further information about the compensation scheme arrangements is available from FSCS at [www.fscs.org.uk](http://www.fscs.org.uk) or tel 020 7892 7300.

## CODE OF PRACTICE

We wish to draw your attention to some important features of your insurance including:

1. Insurance Document. You should read this carefully. It gives full details of what is and is not covered and the conditions of the cover.
2. Conditions and Exclusions. Specific Conditions and Exclusions apply to individual Sections of your insurance, whilst General Exclusions and Conditions will apply to the whole of your insurance. Where we have asked for you to provide certain documents, failure to do so may affect the process and assessment of your claim.
3. Health. This insurance contains restrictions regarding pre-existing medical problems concerning the health of the people travelling and of other people upon whose health the trip depends. You are advised to read this document carefully.
4. Property Claims. These claims are paid based on the value of the goods at the time you lose them and not on a 'new for old' or replacement cost basis.
5. Limits. This insurance has limits on the amount we will pay under each Section. Some Sections also include other specific limits, for example, for any one item or for valuables in total.
6. Excesses. Under some sections of this insurance, claims will be subject to an excess. This means you will be responsible for paying the first part of the claim. The excesses apply separately to each person claiming.
7. Reasonable Care. You need to take all reasonable care to protect yourself and your property, as you would if you were not insured.
8. Date Change Exclusion. Changes in dates, could see widespread failures of computer and other systems containing computer chips, which depend on date-related information in order to work properly. This insurance excludes anything directly or indirectly caused by the failure of any computer hardware or software or any other electrical equipment to recognise or process any date as the true calendar date.
9. Customer Service. We always try to provide a high level of service. However, if you think we have not lived up to your expectations, please refer to the wording which outlines our Complaints Procedure.

**COMPLAINTS PROCEDURE**

Any complaint *you* may have regarding our service or this insurance, must, in the first instance, be addressed to:

The Managing Director, MPI Brokers, West House, West Street, Haslemere, Surrey, GU27 2AB Telephone: 01428 664265.

If *you* are not satisfied with the answer to *your* complaint, *you* may write to:

The Managing Director, Optimum Underwriting Limited,  
19 Bartlett Street, South Croydon CR2 6TB

or, for Legal Expenses,

The Managing Director, Lexceteras Limited,  
Minerva House, Holbeach Technology Park, Park Road, Lincolnshire PE12 7PT.

FOR ALL SECTIONS

If *you* are still not satisfied with the answer to *your* complaint, *you* may write to:

The Chief Executive, Groupama Insurance Company Limited,  
6th Floor, One America Square, London EC3N 2LU.

If *you* are still not satisfied, *you* have the right to refer any dispute to: The Financial Ombudsman Service, South Quay Plaza 2, 183 Marsh Wall, London E14 9SR.

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

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