

Henry's Avalanche Talk



Getting insurance you can trust for going off-piste



Safety is Freedom



Preface

This article was initially prompted by some reports from the piste patrol in Val d'Isere about British insurance companies refusing to settle some claims.

Then we noticed a number of online forum discussions which were prompted by some off-piste skiers talking with insurance companies about the nature of off-piste cover. These forums suggested some alarming or vague statements. Here is an example of a statement made in an email from an insurer

'Any avalanche warnings must be adhered to at all levels, therefore skiing in any level of avalanche warning could prejudice your claim'

This is at best unclear and at worst quite worrying.

A tragic event

The most tragic and concerning insurance story that we have been involved with relates to two boarders who died in an accident off the Grande Motte some years ago and the insurance company refused to pay for the rescue. HAT tried to help but we were too late. [Read more click here](#)

HAT investigation

This prompted HAT to investigate the nature of insurance cover available to off-piste skiers and boarders. We are keen to avoid "insurance company bashing" and approached this with a positive mind set. Our aim is to create clear guidance as to how off-piste skiers and boarders can know that their cover will work. We are not trying to expose insurance companies.

We started the investigation by asking some questions to a number of insurance companies (not all of them) to see what their reaction is. Here are the questions.

1. In what circumstances would the skiers behaviour in going off-piste be deemed reckless and therefore invalidate the insurance cover?
2. Are there any specific rules of conduct that off-piste skiers are required to follow in order to ensure cover is in place?
3. Is insurance not available for people skiing on closed runs?
4. What kind of signs or statements from the authorities in relation to off-piste areas would constitute advice that means you would not be insured?
5. If a skier has Carte Neige/Carre Neige plus your insurance how should they proceed with a claim?
6. Are there any further caveats or issues that off-piste skiers should consider?



We have had a whole range of responses. These can be classified into 4 types

1. A written statement of clarification
2. An encouraging conversation with an expert who understands off-piste risks
3. An unsatisfactory answer
4. No reply at all

In this article we report on responses 1 and 2. We are not willing to publicise information about or comment on insurance businesses in categories 3 and 4 or those where we have not asked. To do so, means we risk providing inaccurate information about their position. An unsatisfactory interaction with the business may discourage you from making a purchase, but it does not mean that the policy is ineffective or unsuitable.

HAT conclusions

We can draw some conclusions from the range of responses that we have obtained. These cover two areas. How to find out if the insurance company provides the kind of cover you need. Plus, how you should conduct yourself when you go off-piste, so that you manage your risk and ensure cover is in force. We will discuss the second of these elements first.

Background

In 90% of avalanche accidents, the slide is triggered by a person - either the victim, or someone in their group sets it off, or someone above them triggers it. It is almost always a dry slab avalanche that is triggered by the victim(s), not a spontaneous wet snow avalanche that comes down from above. This is good news, because it means that we are in control. We can manage the risk.



If we make good choices we can keep it safe. If we make bad choices we need to remember this quote from Bruce Tremper.

*We have already met the enemy
..... it's us !*

Insurance companies know this and this means we have some responsibility for our own conduct.



Our general duty of care

When we take out insurance we have a duty to act as if we are not insured. We must not place ourselves in foreseeable danger or take unnecessary risks. We must not use the existence of insurance to mean we can take greater risk than we otherwise might. Insurance is only there to cover the unforeseeable and truly accidental.

This is something that is well understood by the insurance business, but is less well recognised by the rest of us – the general public. (i.e. the customers of insurance companies).

N.B. It is a mystery to us why insurance companies keep this point in the small print. This is absolutely critical to the relationship between the insured and the insurer. It is a matter of insurance law and not something that is dreamt up by insurance companies to reduce their liabilities.

This means that all insurance policies have a built in “get out” clause in the event the insured is deemed too have acted irresponsibly. There is no such thing as guaranteed cover. Whether the insurance company pays is always subject to an assessment of the unique circumstances. We are all responsible for our own risks. Understanding that there is no guarantee of payment is very pertinent to the discussions on ski forums about the pitfalls of off-piste cover.

So the critical question for us is what constitutes foreseeable danger or acting irresponsibly. How do we avoid a situation where our claim will be disputed? To help us with this we asked the head of the piste patrol in Val d'Isere, what are the main reasons that insurers have refused payment of a rescue costs claim. The answer was

“the skier was either drunk or off-piste.”

We do not propose to examine the definition of drunk, since that is probably a legal minefield all on its own! But we can look at the definition of off-piste.

In many cases where a claim is disputed and rescue costs are not paid for an off-piste accident, we found that the policy simply excluded off-piste. So the insurance would not cover it in any circumstances. But there were instances where the policies did cover off-piste and the claim was not paid. So we need to know how we can to avoid ending up with a disputed claim when we thought we were insured for going off-piste.

Conduct to ensure cover remains in force

In informal discussions with various specialist insurers they broadly agree that if you stick with the detailed advice on safe conduct that is issued by HAT, then you are much less likely to have a disputed claim as a result of your conduct in relation an off-piste accident. The HAT advice is all about behaving reasonably and avoiding foreseeable danger.



For an annual multi trip policy you should expect to pay £110 - £160 for one person and £220 - £350 for a family. If it is cheaper than that, ensure you have investigated it fully.

If you want to reduce your policy cost, some policies allow you to remove a number of non-critical items from the policy (lost money, lost skis, travel cancellation, piste/lift closure). You are then left with a policy that just covers medical expenses, rescue and repatriation. For some people this will make sense. It could be prudent to remove any things that you could afford to lose with needing to make a claim. If you do this, you could find the premium will reduce by as much as 30%.

Providers are not one business

When investigating the providers you will find three/four different classes of business involved in each policy.

- The introducer - finds the customers
- The retailer/broker – designs the policy for the customer
- The administrator- administers the policy
- The underwriter- provides the cover

In some cases the introducer, retailer and administrator are the same organisation. MPI Brokers, Snowcard and Dog Tag are examples of this, they each do all three roles. They each use different underwriters. For example MPI use Groupama to underwrite and Snowcard use Aegeas and Dog Tag use TIF (Travel Insurance Facilities). In other cases these roles are split. For the SkiclubGB policy, the introducer is Skiclub, the broker/retailer is Perkins Slade, the administrator is PJ Hayman and the underwriter is Mondial Assistance.

Underwriters have different cover for each retailer

We have established that each underwriter provides cover for several different insurance retailers. But the terms of the cover from one underwriter are not the same for each retailer. The policy is specific to each retailer. This is because, the broker creates a product based on specific population insured and specific risks covered. They place that business with an underwriter who prices the cover as it is specified by the retailer. So when you see a statement from Fortis or Aegeas or Groupama about one policy, this statement does not apply to other policies underwritten by them for other retailers. You have to ask the question to the retailer or administrator of that policy to discover the terms and conditions.



Specialist providers are a better bet

Specialist providers understand the risks inherent in off-piste skiing and are more likely to support you in processing a claim. Our recommendation is that a provider should fulfil the following criteria if you want to secure effective cover for going off-piste.

- Specialist adventure/mountain/off-piste policy. This means the risks have definitely been specified and the underwriter has definitely accepted that off-piste cover is required.
- The retailer or administrator has a senior executive who is an off-piste skier who is able to evaluate claims and if necessary negotiate with the underwriter (who may not fully understand the situation).
- When you call the phone number or send an email to ask questions or seek clarification, you are able to obtain replies from someone who clearly understands your questions and is able to provide helpful clear answers, either over the phone or soon afterwards.
- Ensure that the wording does not restrict you to skiing off-piste only with a guide or ski instructor. Such a restriction creates many problems, especially given that you might unwittingly go off-piste.

If you have any concerns about the cover, then you can address these questions to them to try and get some clarification.

1. Are there situations where I might not be covered when I go off-piste?
2. Are there any specific rules of conduct that off-piste skiers are required to follow in order to ensure cover is in place (e.g. follow resort advice, off-piste in avalanche risk level x or y)?
3. What kind of resort advice in relation to off-piste areas would mean I would not be insured?
4. Can they provide cover for some additional specific risks that you need (e.g. other sports, medical conditions, racing etc.)?

The quality of the response you receive by phone or email, will give you a good idea of whether they are the kind of business you want to deal with and how helpful they are likely to be in the event of a claim.

Some specialist providers we have found

Our own investigations would suggest that these five providers, address the criteria in different ways. However, you can read about other people's experience of providers on our forum.

[click here>>>>>>>>](#)

Legal note: Please note we cannot recommend that any of these have the right policy for you. You have to seek advice from them directly or from a broker about your particular circumstances.

www.mpibrokers.co.uk This is set up by Michael Pettifer who is a keen off-piste skier and a long standing ski club leader and BASI member. His father set up Douglas Cox Tyrie, which was one of the earliest specialist wintersports providers. Michael does not permit a distinction between on or off-piste in his policies. He argues that this is a difficult distinction to enforce in practice. They have no specific rules of conduct other than the general duty of care that we described earlier and that applies to all insurance anyway.



Some notes

This list is not comprehensive. There may well be other providers who would be excellent. We have either had no reply from them or did not ask them. We would be pleased to hear from other providers who provide this kind of off-piste skiers insurance.

All insurers are reluctant to be drawn on specific circumstances, since each situation is unique. No-one can provide unlimited guarantees of cover. The more you try and tie them down to specifics, the harder it is for them to provide cover for you. Keep your questions general.

We have not examined how providers approach pre-existing medical conditions that affect you or your close relatives. These things do affect your cover, but this is a separate subject. There is discussion [on the forums](#) about this. We would encourage you to assess this aspect separately.

Check the number of days your policy allows you to go skiing. Some policies restrict this.

But we would stress pre-existing medical condition's is a very common source of a disputed claims. Do check the medical declaration carefully. If you have cancellation cover, ensure you have completed it with regard to everyone who could cause you to cancel the trip. This includes close family and potentially other people in your group.

N.B. There is one scenario that few of us would consider. A group books a chalet where each family unit has an annual multi trip policy. But each one is with a different provider. In the event one family cannot come due to illness related to a pre-existing medical condition, the whole group may decide to cancel. It is likely the cancellation cover would not apply if the condition had not been declared to your insurer.

Where you buy it If you ever find yourself in a ski resort when you have not bought insurance and you decide you need insurance, you cannot buy an online policy at this point, because you have already left the UK. If you did buy a policy it would not be valid. You have to take the cover before you leave home. If you are in this situation, then telephone the insurer to discuss it with them. They will ask you for a declaration that nothing has happened so far that would trigger a claim. Then they may be able to offer cover.

Seasonnaire policies – if you have a seasonal workers policy and go back to the UK at any time during the season, your trip will be deemed to have ended and cover will stop. When you return to the ski resort your cover will no longer be in force. So if you do need to go home, make sure you call the insurer and discuss it with them. We would advise you check that this would be OK when you take out the policy.



How can you benefit from HAT

For free

1. Make sure you are registered on our website and subscribed to the HAT ezine. This ensures you will receive weekly updates in the season. Here we will share some insights about what is going on and what you should think about.
2. Download our free paper "How to stay safe and have more fun in the off-piste?" [click here](#)
3. Contribute to and ask questions in the HAT Forum
4. Watch part 1 of [Ride Hard ! Ride Safe](#)

Invest and learn with HAT

Join the [HAT club](#) as a premium member. This costs £30 a season you will get the following

- **Access to all HAT premium content.** This includes
 - Online version of Ride Hard ! Ride Safe
 - Advanced talk modules
 - In depth articles
 - Additional in depth ezine content
- **Ask Henry forum.** You can ask us specific questions and get expert advice.
 - Premium online forum
- **Weekly club calls** – a conference call (or download and listen to the mp3 recording)
 - Get updates on evolving conditions and hazards
 - Ask questions to Henry in person
- **10% discount** off everything for sale on the [HAT website](#). These discounts are offered on
 - HAT talks
 - HAT on-snow courses
 - Off-piste equipment (beeper, shovel, probe, backpacks)
 - HAT training products
 - Private guiding with Henry

Invest and learn

If you want to get more out of your off-piste experiences, then this will pay ample rewards. With time and experience you will gain confidence to explore the off-piste without paying for a guide and without taking unnecessary risks. There are courses and programmes run in many resorts.

At HAT we believe in making the knowledge accessible and easy to apply. We are practical people. We think this makes us different. However, you do it, be safe and have fun.