



**ace europe**

## **UNIVERSITY OF SUSSEX STUDENT TRAVEL INSURANCE GROUP POLICY**

**Insurer:**

ACE European Group Limited

Main business – General Insurance

Registered in England No. 1112892

Head Office: ACE Building, 100 Leadenhall Street, London EC3A 3BP.

Authorised and regulated by the Financial Services Authority (FSA). Registration number FRN202803. Full details can be found on the FSA's Register by visiting [www.fsa.gov.uk](http://www.fsa.gov.uk) or by contacting the FSA on 0300 500 5000.

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# POLICY SCHEDULE

Policy Number: UKBCHC31726

Group Policyholder: University of Sussex

Address: Sussex House  
Brighton  
BN1 9RH

Period of Insurance: From: 1 August 2010 (both dates inclusive) To: 31<sup>st</sup> July 2011

Renewal Date: 1<sup>st</sup> August 2011  
and any subsequent period for which ACE agrees to accept cover

Standard Travel Cover		Duration						
		Up to 5 Months	Up to 7 Months	Up to 10 Months	Up to 12 Months			
Region								
Europe	£	51.85	£	96.47	£	129.03	£	148.32
Rest of World	£	81.99	£	139.87	£	184.49	£	214.63
USA/Canada	£	91.64	£	156.77	£	209.83	£	244.81

Standard Travel Cover plus Winter Sports endorsement		Duration						
		Up to 5 Months	Up to 7 Months	Up to 10 Months	Up to 12 Months			
Region								
Europe	£	77.77	£	144.70	£	193.54	£	222.48
Rest of World	£	122.99	£	209.81	£	276.74	£	321.95
USA/Canada	£	137.46	£	235.15	£	314.74	£	367.21

Premium for the  
Period of Insurance: £15,000.00 plus £2,625.00 Insurance Premium Tax Deposit Premium payable at Inception followed thereafter by monthly declaration and premium adjustment based on the below stated trip rating  
The above premiums shown are per person per trip and are inclusive of Insurance Premium Tax at 17.5%

Premiums shown within the relevant banding are in full and non adjustable.

Date of Issue: Friday, August 13, 2010

## SCHEDULE OF BENEFITS A

**Insured Persons:**

**Category A** Any student enrolled at the University of Sussex and declared to the company by declaration

**Journey:**

Any trip taken by an Insured Person which has been organized and authorized by the Insured.

## SCHEDULE OF BENEFITS A (CONTINUED)

Benefit Description		
	Section	Benefit
<b>1.</b>	<b>Medical</b>	
A	Medical Expenses outside the United Kingdom	Unlimited
B	In-patient Benefit outside the United Kingdom	£50 per day up to £2,000
C	Supplementary Travel & Accommodation Expenses outside the United Kingdom	£15,000
D	Emergency Repatriation Expenses	Unlimited
E	On-going medical treatment as an In-patient following Emergency Repatriation	£10,000
F	Search and Rescue	£20,000
<b>2.</b>	<b>Personal Belongings</b>	
A	Personal Belongings	£2,500
B	Personal Belongings Delay	£250
<b>3.</b>	<b>Money</b>	
A	Money	£1,500
B	Credit, Debit or Charge Card Misuse	£1,000
C	Emergency Replacement of Passport	£750
<b>4.</b>	<b>Disruption</b>	
A	Cancellation	£3,000
B	Curtailment & Alteration to Itinerary	£3,000
C	Travel Delay	£1,000
D	Missed Departure	£500
<b>6.</b>	<b>Personal Injury</b>	
A	Death*	£25,000
B	Permanent Disabling Injuries	£25,000
C	Hospital Confinement	£25 per day up to £4,550
<b>7.</b>	<b>Personal Liability</b>	£2,000,000
<b>8.</b>	<b>Overseas Legal Expenses</b>	£25,000
<b>9.</b>	<b>Dental Injury</b>	Up to £250

\* reduced to £10,000 in respect of any pupil or accompanying person under the age of 16 years

KEY: £ = £

## WINTER SPORTS ENDORSEMENT

This Endorsement is optional and applies only if it is shown as covered on the Policy Schedule and the applicable premium has been paid.

### Cover

**ACE** will pay each **Insured Person**:

1. Up to £20 for each full 24 hour period it is necessary for an **Insured Person** to hire replacement **Winter Sports** equipment for **Winter Sports** equipment that is
  - 1.1 Lost or broken in an **Accident**;
  - 1.2 Lost or misplaced by an airline or other carrier on the outward journey from the **United Kingdom** and delayed for at least 12 hours after the arrival of the **Insured Person** at his or her destination
2. Up to £75 for each full week, or a proportionate amount for shorter or longer periods, to cover the value of an unused ski pass belonging to an **Insured Person**, and hire or tuition fees which an **Insured Person** cannot recover following:
  - 2.1 An Accident or illness;
  - 2.2 Loss or theft of his or her ski pass
3. £20 for each full 24-hour period an **Insured Person** is unable to ski because there is a lack of snow in the pre-booked resort and no alternative skiing available
4. Up to £100 for additional and necessary travel and accommodation costs if an **Insured Person's** outward or return journey is delayed by an avalanche for more than 12 hours from the scheduled departure time on his or her ticket.

**Exclusions** (General Exclusions also apply)

**ACE** shall not be liable:

1. For
  - 1.1 Delay, detention, seizure or confiscation by customs or other officials
  - 1.2 More than £200 in total unless a loss or theft is reported to the Police (and the hotel management if the loss or theft occurs in a hotel) within 24 hours of discovery and **ACE** is provided with a copy of the original written Police report.
  - 1.3 More than £300 in total if a claim is paid under Sections 2 or 3
2. If a **Claim** is **Due To** participation in competitive **Winter Sports** including, but not limited to, ski or ski bob racing, mono skiing, ski jumping, ski boarding, ice hockey, or the use of bobsleighs or skeletons

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## Insurance agreement

The Group Policyholder (as specified in the Policy Schedule) and ACE European Group Limited (ACE) agree that:

The Group Policyholder shall pay the Premium as agreed.

ACE will subject to the terms, Conditions and Exclusions of this Policy, provide the insurance in the manner and to the extent provided in this Policy. All information

ACE will subject to the terms, Conditions and Exclusions of the Policy, provide the insurance in the manner and to the extent provided in this Policy. All information supplied to ACE by the Group Policyholder shall be incorporated into and be the basis of this Policy.

ACE is required to notify the group Policyholder and Policyholders that other taxes or costs may exist which are not imposed by ACE.



Chairman and CEO  
ACE European Group Limited

## ACE Assistance

Consistent with its philosophy of customer care ACE provides a number of additional assistance services for the traveller. These are automatically provided with the insurance cover and are summarised as follows.

### Travel and Emergency Assistance

If during the Period of Insurance an Insured Person requires medical or personal assistance or advice during a Journey, they may call ACE Assistance.

From outside the UK on **+44 20 7173 7798**

From within the UK on **020 7173 7798**

in respect of:

- Medical Expenses;
- Medical advice, referral or treatment;
- Emergency repatriation;
- Local payment of hospital bills; or
- Replacement of essential maintenance medication or drugs.

### Pre -Travel Information

During the Period of Insurance an Insured Person may call ACE Assistance:

From outside the UK on **+44 20 7173 7798**

From within the UK on **020 7173 7798**

for pre-travel information on:

- Business and social customs.
- Political situations.
- Medical advice and medical facilities overseas.
- Health precautions, including vaccinations.
- Visa and entry permit requirements.
- Currency.
- Banking hours.
- Time zones.
- Climate.

- Driving restrictions.

The Insured Person should have details of this Policy, including the Policy Number and Period of Insurance when calling.

## General Definitions

**The following General Definitions are applicable to the Policy as a whole.**

1. **£** shall mean United Kingdom pounds sterling
2. **Accident** shall mean a sudden, violent, external, unforeseen and identifiable event and the word accidental shall be construed accordingly.
3. **ACE Assistance** shall mean the travel assistance and emergency medical and repatriation services organised by ACE.
4. **Benefit Amount** (or Limit of Liability in respect of Section 7. Personal Liability) will mean the maximum amount, or assessed percentage thereof, ACE can pay, subject to the Aggregate Limit(s) of Liability, as specified in Section 3. Money and Section 6. Personal Injury.
5. **Bodily Injury** shall mean an injury which is caused solely by Accidental means and which independently of illness or any other cause within twenty-four calendar months from the date of the Accident results directly in the Insured Person's death or disablement or the incurring of Medical Expenses.
6. **Child/Children** shall mean any person who is unmarried and under 18 years of age.
7. **Claim** shall mean a single loss or series of losses Due To one cause insured by this Policy.
8. **Due To** shall mean directly or indirectly caused by, arising from or in connection with.
9. **£** shall mean pounds sterling.
10. **Group Policyholder** shall mean the person, firm, company or organisation named as the Group Policyholder in the Policy Schedule.
11. **Hijack** shall mean unlawful seizure or taking control of an aircraft or conveyance in which the Insured Person

- is travelling as a passenger.
12. **Hospital** shall mean any establishment which is registered or licensed as a medical or surgical hospital in the country in which it is located and where the Insured Person is under the constant supervision of a Qualified Medical Practitioner.
  13. **Hospital Confinement** shall mean admission to a Hospital as an In-patient as a result of Bodily Injury (within the United Kingdom) or Bodily Injury or illness (outside the United Kingdom) for a continuous period of 24 hours or more on the advice of and under the constant supervision of a Qualified Medical Practitioner.
  14. **In-patient** shall mean an Insured Person who has gone through the full admission procedure and for whom a clinical case record has been opened and whose admission is necessary for the medical care and treatment of Bodily Injury (within the United Kingdom) or Bodily Injury or illness (outside the United Kingdom) and not merely for any form of nursing, convalescence, rehabilitation, rest or extended care.
  15. **Insured Persons** shall mean any person or category of person described under this heading in the Schedule(s) of Benefits.
  16. **Journey** shall mean any trip described in the Schedule(s) of Benefits undertaken by an Insured Person which commences during the Period of Insurance. Where a Journey continues beyond the expiry of the Period of Insurance such period is extended for up to a maximum of twelve months or until the completion of the Journey whichever is sooner.
  17. **Kidnap** shall mean the illegal abduction and holding hostage of an Insured Person for the purpose of demanding payment of money or the performance of some other action as a condition of release.
  18. **Major Powers** shall mean the United Kingdom, the United States of America, France, the Peoples Republic of China and the former constituents of the Union of Soviet Socialist Republics.
  19. **Parent or Legal Guardian** shall mean a parent with parental responsibility, or a legal guardian, both being in accordance with the Children Act 1989 and any statutory amendment modification or re-enactment of it.
  20. **Participating University** shall mean the university shown as the Group Policyholder in the Policy Schedule
  21. **Period of Insurance** shall mean the period between and inclusive of the dates shown From: and To: on the Policy Schedule commencing at 00.01 hours on the earliest date shown and expiring at midnight on the latest date shown. Dates refer to Local Standard Time at the address of the Group Policyholder as shown in the Policy Schedule
  22. **Policyholder** shall mean any person or category of persons described as an Insured Person in the Schedule(s) of Benefits or, in respect of Insured Persons under the age of 18 years, the Parent or Legal Guardian of such Insured Person.
  23. **Premium** shall mean the amount shown on the Policy Schedule in respect of the specified Period of Insurance or any amount which subsequently becomes due as a result of alteration, adjustment or renewal of the Policy.
  24. **Qualified Medical Practitioner** shall mean a doctor or specialist who is registered or licensed to practice medicine under the laws of the country in which they practice other than:
    - a) an Insured Person
    - b) a member of the immediate family of the Insured Person unless approved by ACE
  25. **Specific Conditions Specific Exclusions and Specific Definitions** shall mean those conditions, exclusions and definitions more particularly stated in the Sections to which they specifically apply.
  26. **United Kingdom** for the purposes of this Policy shall mean England, Scotland, Wales and Northern Ireland (excluding Channel Islands and the Isle of Man).
  27. **War** shall mean armed conflict between



nations, invasion, act of foreign enemy, civil war, military or usurped power.

28. **Winter Sports** shall mean skiing (including skiing outside the area of the normal compacted snow or ice slope i.e. off-piste), tobogganing, snow boarding and ice skating (other than on an indoor rink) and competitive winter sports (including, but not limited to ski or bob racing, mono skiing, ski jumping, ski boarding, ice hockey, or the use of bobsleighs or skeletons).

29. **General Sports and Recreational Activities** shall mean Abseiling\*, Aquathlon, Archery\*\*, ArmWrestling, Badminton, Bankshot Basketball, Basketball, Beach Basketball, Biathle, Body Boarding, Bocce, Boomerang\*, Bowls, Canoeing (inland excluding white water), Carriage or Hay or Sleigh rides, Clay Pigeon Shooting\*\*\*, Cricket\*\*, Croquet, Curling, Cycling (not competitive or mountain), Deep Sea Fishing (not commercial or competition) Dinghy Sailing, Dragon Boating, Dressage, Dry Skiing, Duathlon, Elephant Riding (less than 2 days), Farm Holiday, Farm Work not involving machinery, Hot Air Ballooning, Fell Running, Fell Walking, Fishing, Flying discs, Football (Association)\*\*, Footbag (hacky sack), Go Karting\*\*, Golf\*\*, Gliding (with an instructor or qualified)\*\*\*, Hammer\*\*, Handball, Heptathlon, Hiking (under 1,000 meters no guides or ropes), Horse riding\* (helmet must be worn), In Line Skating, Javelin\*\*, Jetskiing\*\*, Kayak Polo, Kayaking (inland excluding white water), Korfbal, Lacrosse, Land Sailing, Lapland Trip, Laser Games, Long Jump, Marathon Running, Maxi-Basketball, Mini-basketball, Motor Rallies (excluding racing)\*\*\*, Mountain Biking (on road), Netball, Orienteering, Paddleball, Paintballing\*\*, Paracending (over water), Pony Trekking, Race walking, Racquetball, Rafting (not white water), Rambling, Roller Skating, Rollerblading, Rounders, Rowing, Running, Safaris/Gorilla tours (organized only), sailboarding, Sailing (inland/coastal only), Shot Put,

Snorkelling, Soccer, Softball, Squash, Streetball, Swimming, Table tennis, Team handball, Tennis, Trekking on foot (not in remote or mountainous areas), Triathlon, Triple Jump, Tug of war, Twirling, Underwater Hockey, Volleyball, Water Polo, Water Skiing\*\*, Wheelchair racing, Windsurfing, Yachting inside territorial Waters.

30. **Hazardous Activities** shall mean Aikido, Bandy, Baseball, BMX Riding, Broomball, Bungee Jumps (maximum 2 jumps), Canoeing (whitewater), Capoeira, Chung Moo Dee, Elephant Trekking (more than 2 days), Fencing, Field Hockey\*\*, Flying as a passenger in an unlicensed Aircraft\*, Grappling, Gymnastics, Handgliding\*\*\*, Hapikido, High Diving less than 10 meters, High jump, Highland games, Hockey (field), Horsepulls, Hwa Rang Do, Iaido, Jai Alai, Jeet Kune Do, Jiu Jitsu, Judo, Kabadi, Karate, Kempo, Kendo, Kenpo, Kickboxing, Kuk sool won, Kung Fu, Kyudo, Microlighting\*\*\*, Mountain Biking (off road), Muay Thai, Ninpo, Parascending over land, Pole Vault, Pentathlon\*\*, Polo, Polocrosse, Quad biking\*\*, Rifle Range\*\*, Roller Derby, Sailing outside territorial waters, Scuba Diving to 30 meters (PADI Qualified or under supervision), Sea Kayaking, Silat, Skateboarding, Sumo, Surfing, Tae Kwon Do, Tae Soo Do, Tai Chi, Taido, Tang Soo Do and Soo Bahk Do, Tchoukball, Trail Riding (helmet must be worn), Trail Running, Trekking on foot in remote or mountainous areas, Tukong Moosul, Unicycling, War Games, Weightlifting, White water rafting\* or Kayaking\*, Wing Chun, Wrestling, Yachting outside territorial waters.

31. **Extreme Activities** shall mean 3 day eventing\*, All-terrain boarding, American Football\*\*, Australian Football\*\*, Artic Winter games, ATV Racing, Barrel racing, Biathlon, Bobsledding, Bobsleigh, Boxing\*\*, Campdrafting\*, Canopying (organized groups only), Climbing to 4,500M, Cross Country Skiing, Dog sledding, Endurance Horse riding, Figure Skating,

Football (American), Football (Australian), Football (Gaelic), Freestyle skiing, Gaelic Football, Glacier Skiing, Gymkhana, Heli Skiing, Hurling, Ice Hockey, Ice Skating, Kitesailing, Kitesurfing, Land Luge\*, Luge\* Monoskiing, Mountainboarding, Mounted Orienteering, Nordic Skiing, Parachuting (solo or tandem but not base jumping)\*, Paragliding (over land)\*, Parapenting (over land)\*, Power Kiting, Rock Climbing (organized tours only), Rugby Union/League, Sandboarding, Scuba Diving to 40 meters (PADI Qualified or under supervision), Shinty, Show Jumping, Skeleton\* Ski Acrobatics, Ski Stunting\*, Ski training/racing\*, Ski Bob\*, Ski Doos (supervised), Skiing, Skydiving\* Sledding, Snow Biking\*\*\*, Snowboarding, Snowmobiles (supervised), Snowshoeing, Snowsurfing, Soaring, Speed Skating\*, Tobogganing, Vaulting, Wakeboarding, Watercross, Winter Triathlon, Zorbing\*

In respect of Asterisks contained within General Definitions 28. 29. and 30. please note that an Exclusion of particular cover applies as follows:-

- \* Excludes Personal Accident Cover
- \*\* Excludes Personal Liability Cover
- \*\*\* Excludes Personal Accident Cover and Personal Liability Cover

PLEASE NOTE that Specific Definitions relevant to the individual Sections of this Policy are located and contained in the appropriate Section.

## Section 1 Medical

### A. Medical Expenses

If during a Period of Insurance the Insured Person becomes ill or sustains injury during a Journey outside of the United Kingdom ACE will indemnify the Policyholder in respect of Medical Expenses up to the Benefit Amount shown in Schedule of Benefits A for any one Journey.

#### Specific Definition applicable to this sub-section

**Medical Expenses** shall mean all reasonable costs necessarily incurred outside the United Kingdom for Hospital, nursing home, ambulance, surgical or other diagnostic or remedial treatment given or prescribed by a Qualified Medical Practitioner.

### B. In-patient Benefit outside the United Kingdom

If during a Period of Insurance the Insured Person becomes ill or sustains injury during a Journey and is confined as an In-patient to a Hospital outside of the United Kingdom ACE will pay the Policyholder the Benefit Amount shown in Schedule of Benefits A for each complete 24 hour period of Hospital Confinement up to a maximum of 40 days for any one Journey.

### C. Supplementary Travel and Accommodation Expenses outside the United Kingdom

If during a Period of Insurance the Insured Person becomes ill or sustains injury during a Journey outside of the United Kingdom ACE will indemnify the Policyholder in respect of Supplementary Travel and Accommodation Expenses up to the Benefit Amount shown in Schedule of Benefits A for any one Journey.

#### Specific Definitions applicable to this sub-section

**Accommodation** shall mean accommodation of a standard up to but not exceeding that in which the Insured Person

was or would have been staying during the course of the Journey.

**Supplementary Travel and Accommodation Expenses** shall mean reasonable additional costs necessarily incurred:

1. for travel and accommodation expenses of the Insured Person in returning to the United Kingdom;
2. for travel and accommodation of up to two relatives, friends or close business associates of the Insured Person who on medical advice from a Qualified Medical Practitioner are advised to travel to or remain with the Insured Person;
3. for funeral expenses incurred in the burial or cremation of the Insured Person outside the United Kingdom;
4. in transporting the Insured Person's body or ashes for burial in the United Kingdom (excluding funeral and interment costs);
5. in transporting the Insured Person's Personal Belongings (as defined in the Personal Belongings Section) back to the United Kingdom.

#### **D. Emergency Repatriation Expenses**

If during a Period of Insurance the Insured Person becomes ill or sustains injury during a Journey outside of the United Kingdom ACE will indemnify the Policyholder in respect of Emergency Repatriation Expenses up to the Benefit Amount shown in Schedule of Benefits A.

##### **Specific Definition applicable to this sub-section**

**Emergency Repatriation Expenses** shall mean all reasonable costs necessarily incurred in repatriating the Insured Person to the most suitable Hospital or to the Insured Person's home address in the United Kingdom provided that such repatriation is:

1. medically necessary and
2. organised by ACE Assistance.

##### **Special Conditions applicable to this sub-section**

1. ACE Assistance must be informed

immediately or as soon as reasonably possible of any emergency that may potentially give rise to a Claim.

2. the Group Policyholder the Policyholder or the Insured Person must not make or attempt to make arrangements without the involvement and/or agreement of ACE Assistance.
3. any repatriation will be organised by ACE Assistance by the most appropriate method including, if necessary, the use of air services and arrangements for qualified medical staff to accompany an Insured Person if required.
4. full reimbursement to ACE will be made by the Group Policyholder or the Policyholder for all costs incurred in the event of repatriation services being provided by ACE Assistance in good faith to any person not insured under this Policy.
5. ACE Assistance can help in a range of different circumstances, including medical emergencies and emergency repatriation assistance. The Insured Person should have details of this Policy, including the Policy number and Period of Insurance when calling:

From outside the UK on **+44 20 7173 7798**

From within the UK on **020 7173 7798**

ACE Assistance also includes the following services:

1. Providing a 24-hour multi-lingual emergency medical assistance service.
2. Payment of bills - if an Insured Person is admitted to Hospital, the Hospital or attending doctor(s) will be contacted and payment of their fees up to the Policy limits will be guaranteed so the Insured Person does not have to make the payment from their own funds.
3. Arranging overseas hospitalisation and the monitoring of Insured Persons in co-operation with the attending local Qualified Medical Practitioner.
4. When recommended by ACE Assistance's Chief Medical Officer, arranging medical repatriation of Insured Person(s) including, when necessary,

organisation of transport, medical escorts and the provision of special medical equipment.

5. Providing for the services of a local Agent to provide assistance and advice.
6. Organising the repatriation of human remains and arranging the necessary import/export documents.
7. Liaising with the Country of Domicile General Practitioners, Hospital Services and Insured Person's relatives.
8. Unsupervised Children – if a Child is left unsupervised on a Journey Abroad because an Insured Person is hospitalised or incapacitated, ACE Assistance will organise his or her return home, including a suitable escort when necessary.
9. Assisting accompanying relatives of an Insured Person by arranging and paying for additional Supplementary Travel and Accommodation Expenses.
10. Locating and dispatching drugs, contact lenses, glasses, blood and medical equipment which are unavailable at an Insured Person's location.

### **E. On-going medical treatment as an In-patient following Emergency Repatriation**

If in the 24 months immediately following emergency repatriation to the United Kingdom the Insured Person requires on-going medical treatment as an In-patient, ACE will indemnify the Policyholder up to the Benefit Amount shown in Schedule of Benefits A in respect of reasonable and necessary Medical Expenses as required and arranged by ACE Assistance.

### **F. Search and Rescue**

If during a Period of Insurance the Insured Person is reported as missing or suffers an Accident resulting in death during a Journey outside the United Kingdom ACE will indemnify the Policyholder up to the Benefit Amount shown in Schedule of Benefits A in respect of the costs incurred by recognised rescue authorities in searching for the Insured Person or for rescuing or recovering

the Insured Person.

### **Specific Condition applicable to this sub-section**

A written statement from the appropriate rescue authorities involved in the search and/or rescue must be obtained and provided to ACE in the event of a Claim.

### **Specific Exclusions applicable to this Section:**

ACE shall not be liable for:

1. any expenses incurred where a Journey is undertaken against the advice of a Qualified Medical Practitioner or where the purpose of the Journey is to receive medical treatment or advice;
2. any expenses which are recovered from any other insurance policy or national insurance programme which is applicable to the Insured Person;
3. any expenses incurred after twenty-four months
  - a) immediately following emergency repatriation to the United Kingdom in respect of on-going medical treatment as an In-patient;
  - b) from the time of the incurring of the first expense in respect of other expenses.
4. dental or optical expenses other than the those incurred in providing the minimum treatment necessary to relieve pain and discomfort for the duration of the Journey;
5. treatment which in any way arises from or is attributable to any Human Immunodeficiency Virus infection or related syndrome;
6. any expenses incurred as the result of treatment to a Child under the age of six months who has been born outside of the United Kingdom during a Journey;
7. The first £75 of each and every claim
8. The first £150 of each and every claim resulting from Hazardous Activities
9. The first £300 of each and every claim resulting from Extreme Activities

### **Special Extension to Section 1 - Medical**

If during a Period of Insurance the Insured Person becomes ill Due To complications of pregnancy (as diagnosed by a Qualified

Medical Practitioner or specialist in obstetrics) provided that if the Insured Person is travelling between the 28th – 35th (inclusive) weeks of pregnancy they must provide a medical certificate (dated no earlier than 5 days before the outbound travel date) issued by a Qualified Medical Practitioner or midwife confirming the number of weeks of pregnancy and that the Insured Person is fit to travel on the Journey), during a Journey outside of the United Kingdom ACE will indemnify or pay the Policyholder in the terms of cover provided under the Medical Expenses, In-patient Benefit outside the United Kingdom, Supplementary Travel and Accommodation Expenses in the United Kingdom, Supplementary Travel and Accommodation Expenses outside the United Kingdom, and/or Emergency Repatriation Expenses sub sections up to the Benefit Amounts shown in Schedule of Benefits A

## Section 2 Personal Belongings

### A. Personal Belongings

If during a Period of Insurance the Insured Person sustains loss of or damage to Personal Belongings during a Journey ACE will indemnify the Policyholder in respect of such loss or damage up to the Benefit Amount shown in Schedule of Benefits A for any one Journey.

#### **Specific Definition applicable to this sub-section**

Personal Belongings shall mean personal articles which are the property of the Insured Person or for which they are responsible and are taken on or acquired during the Journey.

### B. Personal Belongings Delay

If during a Period of Insurance all or part of the Insured Person's Personal Belongings are lost or temporarily mislaid or delayed for more than four hours during a Journey ACE shall reimburse up to the Benefit Amount shown in Schedule of Benefits A for the purchase of essential items of replacement clothing or toilet requisites.

#### **Specific Exclusions applicable to this Section:**

ACE shall not be liable for:

1. more than £500.00 for any one article, pair or set in respect of Personal Belongings;
2. vehicles or their accessories, caravans, trailers, tents, and other camping equipment, boats, sailing boards and other water borne craft;
3. loss or damage whilst Personal Belongings are left:
  - a) overnight in or on any vehicle, unless in a locked garage; or
  - b) in any vehicle which is left unlocked or left unattended unless kept out of sight or in a locked boot; or compartment or under the purpose built luggage cover of an estate or hatchback car;
4. Loss or corruption of or damage to

software, information or data contained in any computer, tapes or recording equipment or any cost incurred in repairing or replacing such information, software data computers, tapes or recording equipment;

5. loss or damage due to:
  - a) moth, vermin, wear and tear, atmospheric or climatic conditions or gradual deterioration;
  - b) inherent mechanical or electrical failure, breakdown or derangement.
  - c) any process of cleaning, restoring, repairing or alteration;
6. more than a reasonable proportion of the total value of a pair or set where the lost or damaged article is part of a pair or set;
7. loss not reported to the police within forty-eight hours of discovery and a report obtained;
8. loss or damage occurring in the custody of an airline or other transport carrier unless reported immediately upon discovery and in the case of an airline a Property Irregularity Report obtained;
9. loss due to confiscation or detention by customs or any other authority;
10. any items of household furniture, appliances or equipment;
11. any items of business equipment;
12. loss of or damage to sports equipment whilst it is in use
13. any article more specifically insured or recoverable under any other insurance.
14. The first £75 of each and every claim in respect of A Personal Belongings

**Specific Conditions applicable to this Section:**

1. The Insured Person shall take all reasonable precautions for the safety of Personal Belongings.
2. On the happening of any loss or damage ACE shall be entitled:
  - a) to take and keep possession of any article and to deal with salvage in a reasonable manner.
  - b) at its own option to repair or replace any article for which it is liable.
3. In the event of total loss or destruction of any article of Personal Belongings purchased/acquired less than two years

prior to the date of loss the basis of settlement shall be the cost of replacing the article as new provided that the replacement article is substantially the same but not better than the original article when new.

4. Any amounts paid under Personal Belongings Delay will be deducted from any subsequent amounts payable under Personal Belongings in respect of the same loss.

## Section 3 Money

### A. Money

If during a Period of Insurance the Insured Person sustains loss of or damage to Money during a Journey or the seventy-two hours immediately prior to commencement or subsequent to completion of the Journey ACE will indemnify the Policyholder in respect of such loss up to the Benefit Amount shown in Schedule of Benefits A for any one Journey.

#### Specific Definition applicable to this sub-section

**Money** shall mean coins, bank notes, postal or money orders, signed travellers cheques and other cheques, letters of credit, travel tickets, petrol coupons or other prepaid coupons and passes which belong to or are in the custody and control of an Insured Person and are intended for travel, meals, accommodation and personal expenditure only.

### B. Credit, Debit or Charge Card Misuse

If during a Period of Insurance the Insured Person sustains financial loss as a direct result of a credit, debit or charge card being lost or stolen during a Journey and it is subsequently used fraudulently by any person other than:

1. the Insured Person; or
2. a member of the Insured Person's family; or
3. an employee of the Group Policyholder where the card is issued on behalf of the Group Policyholder;

ACE will indemnify the Policyholder for such loss up to the Benefit Amount shown in Schedule of Benefits A for any one Journey.

Provided that the Insured Person has fully complied with all terms and conditions under which such card has been issued.

### C. Emergency Replacement of Passport

If during a Period of Insurance the Insured

Person sustains loss of or damage to their passport during a Journey ACE will indemnify the Policyholder in respect of fees charged by the appropriate Consular, Visa and/or Passport Office and any additional travel or accommodation expenses in obtaining any official temporary travel documents or replacement passport and/or visa whilst outside of the United Kingdom or country of domicile up to the Benefit Amount shown in Schedule of Benefits A.

#### Aggregate Limit of Liability

ACE shall not be liable for any amount of Money in excess of £2,000 when held in the custody or under the control of any one party leader, being a responsible adult.

#### Specific Exclusions applicable to this Section

ACE shall not be liable for:

1. loss not reported to the police and/or appropriate authorities within forty-eight hours of discovery or earlier if required by the card issuer;
2. loss due to confiscation or detention by customs or any other authority;
3. loss due to devaluation of currency or shortages due to errors or omission during monetary transactions;
4. more than £500.00 in respect of coins and/or bank notes;
5. promotional vouchers or awards or any goods or services obtained through the conversion of such vouchers or awards;
6. loss or damage whilst Money is left;
  - a) overnight in or on any vehicle, unless in a locked garage; or
  - b) in any vehicle which is left unlocked or unattended, at any other time.
7. The first £75 of each & every claim in respect of A. Money and B. Credit, Debit or Charge Card Misuse

#### Specific Condition applicable to this Section

The Insured Person shall take all reasonable precautions for the safety of their i) Money (as defined above) and ii) credit, debit or charge cards and any Money held in their custody or control for which they are responsible.

## Section 4 Disruption

### A. Cancellation

If during a Period of Insurance an Insured Person is forced to cancel any part of a planned Journey prior to the commencement of that Journey as the direct and necessary result of complications of pregnancy (as diagnosed by a Qualified Medical Practitioner) or any cause outside of their control or the control of the person responsible for the payment of the cost of the Journey ACE will indemnify the Policyholder of expenses incurred up to the Benefit Amount shown in Schedule of Benefits A for any one Journey but not exceeding £50,000 overall for all Insured Persons i) arising out of any one Journey and/or ii) whilst travelling to any one event.

#### Specific Definition applicable to this sub-section

**Cancellation expenses** shall mean loss of deposits, or charges for advance payments for travel or accommodation or other charges which have not or will not be used, but which become forfeit or payable under contract.

### B. Curtailment & Alteration to Itinerary

1. If during a Period of Insurance an Insured Person is forced to curtail, extend or alter the itinerary to a planned Journey during the course of that Journey as the direct and necessary result of complications of pregnancy (as diagnosed by a Qualified Medical Practitioner) or any cause outside of the control of the Group Policyholder, Policyholder or Insured Person ACE will indemnify the Policyholder in respect of expenses incurred up to the Benefit Amount shown in Schedule of Benefits A for any one Journey.

#### Specific Definition applicable to this sub-section

**Curtailment & Alteration to Itinerary expenses** shall mean:

1. loss of deposits, or charges for advance payments for travel or accommodation or other charges which have not been and will not be used, but which become forfeit or payable under contract; and
2. additional travel and accommodation expenses.

### C. Travel Delay

If the outward or return departure of the aircraft, sea vessel or publicly licensed conveyance (including pre-booked connecting publicly licensed transportation) in which the Insured Person has arranged to travel is delayed for at least 4 hours from the departure time indicated by the carrier due to strike, industrial action, adverse weather conditions, mechanical breakdown or structural defect affecting that aircraft or sea vessel ACE will pay the Benefit Amounts detailed below:

1. £20.00 for the first 4 hours delay; and then £10.00 for each full hour thereafter up to £200.00 or the cost of the Journey whichever is the lesser; or
2. after a period of 24 hours delay on the outward Journey the Policyholder or Insured Person may cancel the trip and will be reimbursed for irrecoverable deposits and amounts for which he or she is legally responsible up to £1,000.

### D. Missed Departure

If as a result of the failure of public transport due directly to strike, industrial action, adverse weather conditions or mechanical breakdown, the Insured Person misses the international departure of the ship, aircraft or other conveyance in which the Insured Person is booked to travel, ACE will indemnify the Policyholder in respect of reasonable additional travel and accommodation expenses up to the Benefit Amount shown in Schedule of Benefits A in respect of any one Insured Person any one incident.



### Specific Exclusions applicable to this Section

ACE shall not be liable for:

1. any expenses where a Journey is undertaken against the advice of a Qualified Medical Practitioner;
2. any costs or charges paid or discharged by the use of promotional vouchers or awards of any description;
3. any expenses incurred as a result of disinclination to travel or as a result of financial circumstances other than the redundancy, under the terms of the Employment Protection (Consolidation) Act 1978 or any subsequent amendment of that Act, of the persons responsible for the cost of the Journey when ACE's maximum liability shall not exceed the amount of any deposit paid;
4. any expenses incurred as the result of the default or financial failure of any transport or accommodation provider, agent acting for them or any agent acting for the Group Policyholder or Policyholder;
5. any expenses incurred as a result of regulations or order made by any Public Authority or Government;
6. (not applicable in respect of the Travel Delay Section) any expenses incurred as a result of strike, labour dispute, mechanical breakdown or failure of the means of transport (other than disruption of road and rail services by avalanche snow or flood) except where the departure of a ship, aircraft or train on which the Insured Person is booked to travel is delayed by at least 24 hours unless the delay is due to a strike or industrial action which existed or the possibility of which existed and for which advance warning had been given before the date on which the insured Journey was booked.
7. (Applicable to Travel Delay Section only)
  - a) any expenses incurred where the Insured Person does not;
    - i check-in for departure before the scheduled departure time shown and in accordance with their travel itinerary unless the failure to check-in was itself due to strike or industrial action; and
    - ii provide ACE with written details from the carriers or their handling agents describing the length of and the reason for such delay; or
  - b) withdrawal from service temporarily or otherwise of an aircraft or sea vessel on the orders or recommendation of the manufacturer, the Civil Aviation Authority, a Port Authority or any similar body in any country;
8. Any expenses in excess of £50,000 in total for all Insured Persons i) arising out of any one Journey and/or ii) whilst travelling to any one event.
9. The first £75 in respect of each and every claim for A. Cancellation and B. Curtailment & Alteration to Itinerary

## Section 5 Personal Injury

If during a Period of Insurance an Accident occurs during a Journey and causes Bodily Injury to an Insured Person ACE will pay up to the Benefit Amount shown in the Schedule(s) of Benefits for:

### A. Death

### B. Permanent Disabling Injuries

ACE will pay a percentage of the Benefit Amount shown in the Schedule(s) of Benefits relative to the degree of disability up to the maxima shown in the following Scale of Benefits which prescribes the percentage payable for specific Permanent Disabling Injuries.

- a) Total organic paralysis, total loss of intellectual capacity, loss of Sight in both eyes, loss of or total loss of use of one or more Limbs **100%**
- b) Loss of Sight in one eye, total loss of speech or hearing in both ears **50%**
- c) Total loss of hearing in one ear **10%**
- d) Total loss of use of;
  - i back or spine (excluding cervical) without cord involvement **40%**
  - ii hip, knee or ankle **40%**
  - iii neck or cervical spine without cord involvement **30%**
  - iv shoulder, elbow or wrist **20%**
- e) Loss of or total loss of use of;
  - i foot below the level of the ankle (talo tibial joint) **50%**
  - ii thumb **20%**
  - iii one forefinger or big toe **15%**
  - iv any other finger **10%**
  - v any other toe **10%**
- f) Damage to internal organs resulting in the loss of use of:
  - i lung **50%**
  - ii kidney **15%**
  - iii spleen **10%**
- g) Facial disfigurement provided the permanent scarring affects at least 20% of the facial area **2%**
- h) Benefit for any Permanent Disabling Injury not noted above will be calculated on a medical assessment by ACE of the

degree of disability relative to this scale without reference to the Insured Person's occupation.

Provided that:

1. The total benefit payable shall not exceed 100% of the Benefit Amount shown in the Schedule(s) of Benefits for each Insured Person in respect of any one Accident.
2. If benefit is payable for Loss of or Loss of use of a Limb then benefits for parts of that limb cannot also be Claimed.

### C. Hospital Confinement

The total benefit payable shall not exceed the maximum Benefit Amount shown in the Schedule(s) of Benefits for each Insured Person in respect of any one Accident.

### Aggregate Limit of Liability

ACE shall not be liable for any amount in excess of £2,000,000 for any one Event. If the aggregate amount of all benefits payable under this Section exceeds that amount the benefit payable for each Insured Person shall be proportionately reduced until the total of all benefits does not exceed the Aggregate Limit.

### Disappearance

If an Insured Person disappears and after a suitable period of time it is reasonable for the Police or registration authorities to believe that such Insured Person has died as a result of Bodily Injury, the Death Benefit shall become payable subject to a signed undertaking by the Insured Person's personal representatives that if the belief is subsequently found to be wrong such Death Benefit shall be refunded to ACE.

### Exposure

If an Insured Person suffers Bodily Injury as a result of unavoidable exposure to the elements ACE will consider it as having been caused by an Accident.

### Specific Definitions applicable to this Section

**Benefit Period** shall mean the total period

(but not necessarily consecutive period) for which benefits are payable in respect of any one Accident to any Insured Person.

**Event** shall mean all instances of Bodily Injury arising out of and directly occasioned by one sudden, unexpected, unusual and specific event occurring at an identifiable time and place. The duration and extent of an event shall be limited to 72 consecutive hours and within a 10-mile radius. No instance of Bodily Injury occurring outside such period and/or radius shall be included in that event.

**Loss of Limb** shall mean in respect of:

1. an arm - physical severance or total loss of use at or above the wrist joint; and
2. a leg - physical severance or total loss of use above the level of the ankle (talotibial joint).

**Loss of Sight** shall be deemed to have occurred:

1. in both eyes when the Insured Person's name has been added to the Register of Blind Persons on the authority of a qualified ophthalmic specialist.
2. in one eye when the degree of sight remaining after correction is 3/60 or less on the Snellen Scale (which means the Insured Person is only able to see at 3 feet that which they should normally be able to see at 60 feet) and ACE is satisfied that the condition is permanent and without expectation of recovery.

**Permanent Disabling Injury** shall mean a disability which has lasted for at least twelve months which in the opinion of ACE is beyond hope of recovery and shall in all probability continue for the remainder of the Insured Person 's life.

### **Specific Exclusions applicable to this Section**

ACE shall not be liable:

1. If Bodily Injury
  - a) results from the Insured Person suffering from sickness or disease not directly resulting from Bodily Injury;
  - b) is suffered after the expiry of the Period of Insurance during which the Insured Person attains the age of seventy five years;
2. For disabilities arising from

- a) Repetitive Stress (Strain) Injury or Syndrome or any gradually operating cause;
  - b) Post Traumatic Stress Disorder or any psychological or psychiatric condition.
3. General Sports and Recreational Activities, Hazardous Activities and Extreme Activities where specified under General Definitions with \* or \*\*\*

### **Specific Conditions applicable to this Section**

1. Any contributory degenerative condition or disability known by the Insured Person or their Parent or Legal Guardian to be in existence at the time of sustaining Bodily Injury will be taken into account by ACE in assessing benefits payable in respect of Death or Permanent Disabling Injury.
2. The death Benefit Amount is limited to £10,000 in respect of Insured Persons under the age of 16 years at the date of sustaining Bodily Injury.

## Section 7 Personal Liability

ACE will indemnify the Policyholder against all sums which they are legally liable to pay as damages in respect of:

1. accidental bodily injury (including death illness and disease) to any person;
2. accidental loss of or damage to material property;

which occurs during the Period of Insurance arising out of the Journey.

The maximum that ACE will pay under this Section for all such damages as a result of any one occurrence or a series of occurrences arising directly or indirectly from one source or original cause shall be the amount shown as the Limit of Indemnity in Schedule of Benefits

ACE will in addition pay Costs and Expenses in respect of any occurrence to which this Section applies – except that in respect of occurrences happening in or claims or legal proceedings brought or originating in the United States of America and Canada or any other territory within the jurisdiction of either such country, Costs and Expenses described in 1., 2., and 3. below are deemed to be included in the Limit of Liability shown in Schedule of Benefits A.

### Specific Definition applicable to this Section

**Costs and Expenses** will mean:

1. all costs and expenses recoverable by a claimant from the Policyholder;
2. all costs and expenses incurred with ACE's written consent;
3. solicitors' fees for representation at any coroner's inquest or fatal accident inquiry or in any Court of Summary Jurisdiction;

in respect of any occurrence to which this Section applies.

### Specific Exclusions applicable to this Section

ACE will not provide indemnity for any liability:

1. in respect of bodily injury to any person who is under a contract of service or

apprenticeship with the Group Policyholder when such injury arises out of and in the course of their employment by the Group Policyholder.

2. assumed by the Insured Person under a contract or agreement unless such liability would have attached in the absence of such contract or agreement.
3. in respect of loss of or damage to property;
  - a) belonging to the Insured Person;
  - b) held in trust by or in the care, custody or control of the Insured Person.

However this Specific Exclusion shall not apply in respect of loss of or damage to buildings and their contents not belonging to but temporarily occupied by the Insured Person in the course of the Journey.

4. in respect of bodily injury loss or damage caused directly or indirectly in connection with:
  - a) the carrying on of any trade business or profession;
  - b) the ownership, possession or use of:
    - i horse-drawn or mechanically propelled vehicles;
    - ii aircraft, hovercraft, watercraft (other than manually propelled watercraft);
    - iii firearms (other than sporting guns);
    - iv animals (other than horses and domestic cats and dogs).
5. arising from the occupation or ownership of any land or building other than any building occupied by the Insured Person in the course of the Journey.
6. in respect of any wilful or malicious act.
7. in respect of the cost of punitive or exemplary damages.
8. arising out of any act, error or omission in the organisation, supervision or management of a Journey or of the activities or pursuits undertaken during a Journey.
9. in respect of fines, liquidated damages or under any penalty clause.
10. General Sports and Recreational Activities, Hazardous Activities and Extreme Activities where specified under

General Definitions with \*\* or \*\*\*

**Specific Conditions applicable to this Section**

1. No admission, offer, promise or indemnity shall be made without the consent of ACE which shall be entitled to take over and conduct in the Insured Person's name the defence or settlement of any Claim or to prosecute in the Insured Person's name for its own benefit any Claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any Claim and the Insured Person shall give all information and assistance as ACE may require. Every letter, Claim, writ, summons and process shall be forwarded to ACE on receipt. Written notice shall be given to ACE immediately the Insured Person shall have notice of any prosecution or inquest in connection with any circumstances which may give rise to liability under this Section.
2. ACE may at its sole discretion in respect of any occurrence or occurrences covered by this Section pay to an Insured Person the Limit of Liability shown in Schedule of Benefits A (but deducting therefrom any sum(s) already paid) or any lesser sum for which the Claim(s) arising from such occurrence(s) can be settled and ACE shall thereafter be under no further liability in respect of such occurrence(s) except for the payment of Costs and Expenses incurred prior to the date of such payment and for which ACE may be responsible hereunder;
3. The Insured Person shall as though they were the Group Policyholder observe, fulfil and be subject to the terms, Specific Exclusions and Specific Conditions of this Section.
4. If at the time of the happening of any occurrence covered by this Section there is any other existing insurance whether effected by the Insured Person or Policyholder or not covering the same liability ACE shall not be liable to indemnify the Policyholder in respect of

such liability except so far as concerns any excess beyond the amount which would have been payable under such other insurance had this Section not been effected.

## Section 8 Overseas Legal Expenses

If during a Period of Insurance and whilst undertaking a Journey outside the United Kingdom an Insured Person sustains Accidental Bodily Injury or illness which is caused by a third party ACE will pay up to the Benefit Amount shown in Schedule of Benefits A to cover Legal Expenses arising out of Any One Claim.

### Specific Definitions applicable to this Section

**Legal Expenses** shall mean:

1. fees, expenses, costs/expenses of expert witnesses and other disbursements reasonably incurred by the Legal Representatives in pursuing a Claim or legal proceedings for damages and/or compensation against a third party who has caused accidental bodily injury to or illness of an Insured Person or in appealing or resisting an appeal against the judgement of a court, tribunal or arbitrator; and/or
2. costs for which an Insured Person is legally liable following an award of costs by any court or tribunal or an out of court settlement made in connection with any Claim or legal proceedings.

**Legal Representatives** shall mean the solicitor, firm of solicitors, lawyer, advocate or other appropriately qualified person firm or company appointed to act on behalf of the Insured Person.

**Any One Claim** shall mean all Claims or legal proceedings including any appeal against judgement consequent upon the same original cause, event or circumstance.

### Specific Exclusions applicable to this Section

In respect of each Claim under this insurance ACE will not pay for:

1. any Claim reported to ACE more than 24 months after the beginning of the incident which led to the Claim.
2. any Claim where it is ACE's opinion that the prospects for success in achieving a reasonable settlement are insufficient and/or where the laws, practices and/or

financial regulations of the country in which the incident occurred would preclude the obtaining of a satisfactory settlement or the costs of doing so would be disproportionate to the value of the Claim.

3. Legal Expenses incurred before receiving ACE's prior authorisation in writing unless such costs would have been incurred subsequent to ACE's authorisation.
4. Legal Expenses incurred in connection with any criminal or wilful act.
5. Legal Expenses incurred in the defence against any civil Claim or legal proceedings made or brought against the Insured Person unless as a counter Claim.
6. Fines, penalties compensation or damages imposed by a court or other authority
7. Legal Expenses incurred for any Claim or legal proceedings brought against:
  - a) a tour operator, travel agent, carrier, insurer or their agents where the subject matter of the Claim or legal proceedings is eligible for consideration under an Arbitration Scheme or Complaint Procedure; or
  - b) ACE or their agents; or
  - c) the Group Policyholder.
8. Actions between Insured Persons or pursued in order to obtain satisfaction of a judgement or legally binding decision.
9. Legal Expenses incurred in pursuing any Claim for compensation (either individually or as a member of a group or class action) against the manufacturer, distributor or supplier of any drug, medication or medicine.
10. Legal Expenses chargeable by the Legal Representatives under contingency fee arrangements.
11. Legal Expenses incurred where an Insured Person has:
  - a) failed to co-operate fully with and ensured that ACE is fully informed at all times in connection with any Claim or legal proceedings for damages and or compensation from a third party; or
  - b) settled or withdrawn a Claim in connection with any Claim or legal

proceedings for damages and or compensation from a third party without the agreement of ACE.

In such circumstances ACE shall be entitled to withdraw cover immediately and to recover any fees or expenses paid to the Insured Person.

12. Legal Expenses incurred after an Insured Person has not:
  - a) accepted an offer from a third party to settle a Claim or legal proceedings where the offer is considered reasonable by ACE; or
  - b) accepted an offer from ACE to settle a Claim.
13. Legal Expenses which ACE considers unreasonable or excessive or unreasonably incurred.

#### **Special Conditions applicable to this Section**

1. Legal Representatives must be qualified to practice in the Courts of the country where the event giving rise to the Claim occurred or where the proposed defendant under this Section is resident.
2. ACE shall at all times have complete control over the legal proceedings. Outside the European Union, the selection, appointment and control of Legal Representatives shall rest with ACE. Within the European Union, the Insured Person does not have to accept the Legal Representatives chosen by ACE. The Insured Person has the right to select and appoint Legal Representatives after legal proceedings have commenced subject to ACE's agreement to the Legal Representatives fee or charging rates. If there is a disagreement over this choice of Legal Representatives the Insured Person can propose Legal Representatives by sending ACE the proposed Legal Representatives' name and address. ACE may choose not to accept the Insured Person's proposal but only on reasonable grounds. ACE may ask the ruling body for Legal Representatives to nominate alternative Legal Representatives. In the meantime, ACE may appoint Legal Representatives to protect the Insured Person's interests.

3. The Legal Representatives and the Insured Person must co-operate fully with and ensure that ACE is fully informed at all times in connection with any Claim or legal proceedings for damages and or compensation from a third party. ACE is entitled to obtain from the Legal Representative any information, document or advice relating to a Claim or legal proceedings under this Insurance. On request the Insured Person will give to the Legal Representative any instructions necessary to ensure such access.
4. ACE's authorisation to incur Legal Expenses will be given if an Insured Person can satisfy ACE that:
  - a) there are reasonable grounds for pursuing or defending the Claim or legal proceedings and the Legal Expenses will be proportionate to the value of the Claim or legal proceedings; and
  - b) it is reasonable for Legal Expenses to be provided in a particular case.The decision to grant authorisation will take into account the opinion of the Legal Representatives as well as that of ACE's own advisers. If there is a dispute, ACE may request, at the Insured Person's expense, an opinion of a barrister as to the merits of the Claim or legal proceedings. If the Claim is admitted, an Insured Person's costs in obtaining this opinion will be covered by this insurance.
5. If there is any dispute, other than in respect of the admissibility of a Claim on which ACE's decision is final, the dispute will be referred to a single arbitrator who will be either a solicitor or barrister agreed by all parties, or failing agreement, one who is nominated by the current President of the appropriate Law Society. The party against whom the decision is made shall meet the costs of the arbitration in full. If the decision is not clearly made against either party the arbitrator shall have the power to apportion costs. If the decision is made in favour of ACE, the Insured Person's costs shall not be recoverable under the Insurance.

6. ACE may at its discretion assume control at any time of any Claim or legal proceedings in the name of the Insured Person for damages and or compensation from a third party.
7. All Claims within this section must be submitted to ACE in writing within 90 days.
8. Any Legal Expenses incurred without the written agreement of ACE shall entitle ACE to withdraw cover immediately and to recover any fees or expenses paid to the Insured Person.
9. ACE may at its discretion require the Insured Person to obtain at the expense of the Insured Person an opinion of a barrister agreed by the Insured Person and ACE as to whether or not there are reasonable grounds for continuing to pursue or defend any Claim or legal proceedings. ACE will pay such expense if the opinion indicates that there are reasonable grounds for pursuing or defending the Claim or legal proceedings.
10. ACE may at its discretion offer to settle a Claim with the Insured Person which it considers to be reasonable instead of initiating or continuing any Claim or legal proceedings for damages and/or compensation against a third party and any such settlement will be in full and final settlement of Any One Claim under this insurance.
11. ACE may at its discretion offer to settle a counter-Claim against the Insured Person which it considers to be reasonable instead of continuing any Claim or legal proceedings for damages and/or compensation by a third party.
12. The Insured Person shall be responsible for the repayment to ACE of all sums paid by ACE in respect of the Legal Expenses where:
  - a) an award of costs is made in favour of the Insured Person in the Claim or legal proceedings; or
  - b) costs are agreed to be paid to the Insured Person as part of any settlement of the Claim or legal proceedings.
13. If a conflict of interest arises, where ACE are also the insurers of the third party or proposed defendant to the Claim or legal proceedings, the Insured Person has the right to select and appoint other Legal Representatives in accordance with the terms of this Insurance.
14. If at the request of the Insured Person Legal Representatives cease to continue acting for the Insured Person ACE shall be entitled to withdraw cover immediately or agree with the Insured Person to appoint other Legal Representative in accordance with the terms of this insurance.
15. If the Insured Person is a Child ACE will pay Legal Expenses incurred by the Parent or Legal Guardian acting for such Child.



## Section 9 Dental Injury

If during a Period of Insurance an Accident occurs during a Journey and causes Dental Injury to an Insured Person ACE will pay up to the Benefit Amount shown in the Schedule(s) of Benefits for treatment which the Insured Person requires and which is provided within 12 months from the date of the Accident.

The total benefit payable shall not exceed the maximum Benefit Amount shown in the Schedule(s) of Benefits for each Insured Person in respect of any one Accident.

### Specific Definitions applicable to this Section

**Dental Injury** shall mean damage to teeth, gingival tissues or alveoli resulting in mobility, luxation, subluxation or fractures of the hard tissues or injury to the soft tissues, or loss of or damage to dental prostheses whilst inside the mouth due to a force outside the mouth.

**Foodstuff** shall include any foreign body in food and drink.

### Specific Exclusions applicable to this Section

1. ACE will not pay for the treatment of a Dental Injury which is:
  - a) caused by any Foodstuff while the Insured Person was consuming it;
  - b) not apparent within one week of the incident which caused the Dental Injury;
  - c) the result of ordinary deterioration, deliberate damage or wear and tear; or
  - d) not claimed for within 30 days of the incident which caused the Dental Injury.
2. ACE will only pay for any bridgework, crown or denture replaced which is a similar type or quality to that lost or damaged by the Dental Injury.

## General Exclusions

The following General Exclusions are applicable to the Policy as a whole.

1. ACE shall not be liable for payment of any benefit for Bodily Injury, loss or expense:
  - a) suffered or incurred after the expiry of the Period of Insurance during which the Insured Person attains the age of 75 years;
  - b) to any Insured Person who is a professional sportsperson or professional entertainer.
2. ACE shall not be liable for Bodily Injury loss or expense Due To:
  - a) suicide, attempted suicide or deliberate self-inflicted injury by the Insured Person regardless of the state of their mental health;
  - b) illegal acts of the Insured Person;
  - c) the Insured Person engaging in aviation as a pilot or crew member of a fixed wing or rotary propelled aircraft;
  - d) the Insured Person being a full time member of the armed forces of any nation or international authority or a member of any Reserve Forces called out for Permanent Service;
  - e) War, whether declared or not,
    - i in the United Kingdom or the Insured Person's Country of Domicile;
    - ii between any of the Major Powers;
    - iii in Europe in which one or more of the Major Powers or their armed forces are engaged;
    - iv in Europe involving forces acting for any international authority;
  - f) an Insured Person travelling to a country which is or whose armed forces are engaged in War within its own borders where that part of a Journey commences after the outbreak of such War.
  - g) Winter Sports unless the Winter Sports Endorsement is shown as covered on the Policy Schedule and

the applicable premium has been paid; any competitive winter sports, including but not limited to, ski or ski bob racing, mono skiing, ski jumping, ski boarding, ice hockey, or the use of bob sleighs or skeletons.

- h) Sports and Activities which are not listed under General Definitions General Sports and Recreational Activities, Hazardous Activities or Extreme Activities
3. ACE shall not be liable for payment of any benefit for Bodily Injury, loss or expense: directly or indirectly caused by or contributed to by or arising from
- a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

PLEASE NOTE that Specific Exclusions relating to the individual Sections of this Policy are located and contained in the appropriate Section.

## General Conditions

General Conditions to which this Policy is subject.

1. This Policy, Policy Schedule and Schedule(s) of Benefits shall be read as one contract and any word or expression to which specific meaning has been attached shall unless the context otherwise requires bear such meaning wherever it may appear.
2. The Group Policyholder shall give written notice within a reasonable time of any alteration in their business.
3. No sum payable by ACE under this Policy shall carry interest unless payment has been unreasonably delayed by ACE following receipt of all the required certificates, information and evidence necessary to support the claim.  
Where interest becomes payable by ACE, it will be calculated only from the date of final receipt of such certificates, information or evidence.
4. Where the Group Policyholder or an Insured Person or their personal representatives do not comply with any obligation to act in a certain way specified in this Policy ACE reserves the right not to pay a claim.
5. This Policy will be voidable in the event of misrepresentation, misdescription or non-disclosure of any material particular by or on behalf of the Insured.
6. The Group Policyholder, Policyholder, Insured Person and ACE agree that it is not intended for any third party to this contract to have the right to enforce or vary the terms of this contract. The Group Policyholder, Policyholder, Insured Person and ACE can rescind or vary the terms of this contract without the consent of any third party to this contract who might seek to assert that they have rights under the Contracts (Rights of Third Parties) Act 1999.
7. ACE may cancel;
  - a) this Policy; or
  - b) the insurance in respect of any one Insured Person

by giving 30 days written notice to the Group Policyholder at their last known address and in such event the premium for the period up to the date when the cancellation takes effect shall be calculated and ACE shall promptly return any unearned portion of the premium paid.

8. It is hereby agreed between ACE, the Group Policyholder the Policyholder and the Insured Person that:
  - a) this Policy shall be governed and construed in accordance with the Law of England and Wales and the English Courts alone shall have jurisdiction in any dispute.
  - b) Communication of and in connection with this Policy shall be in the English language.
9. If an Insured Person is the victim of a Hijack the insurance provided by this Policy shall continue for a period not exceeding twelve months from the date of Hijack until such time as the Insured Person has returned to their place of residence.

PLEASE NOTE that Specific Conditions relevant to the individual Sections of this Policy are located and contained in the appropriate Section.

## Claim Provisions

1. On the happening of any occurrence likely to give rise to a Claim, notice shall be given to the ACE Claims Service Team, ACE European Group Limited:  
Postal Address: 200 Broomielaw, Glasgow G1 4RU.  
Telephone: 0845 841 0059 (within UK only)  
International: +44 (0)141 285 2999  
Facsimile: +44 (0)1293 597323  
e-mail: claims@ace-ina.com  
within 60 days or as soon as reasonably possible after the date of the occurrence.
  1. The Group Policyholder, or Policyholder shall at their own expense furnish to ACE such certificates, information and evidence as ACE may from time to time reasonably require in the form prescribed by ACE. ACE shall be allowed at its own expense, upon reasonable notice to the Group Policyholder, or Insured Person, to request a medical examination of an Insured Person as appropriate.
  2. If any Claim under this Policy shall be in any respect fraudulent or if any fraudulent means or devices shall be used by the Group Policyholder or anyone acting on the Group Policyholder's behalf or by an Insured Person or any Insured Person's legal representatives to obtain benefit under this Policy ACE shall be under no liability in respect of such Claim.
  3. The Insured Person shall as soon as possible after the occurrence of any Accidental Bodily Injury or illness obtain and follow the advice of a Qualified Medical Practitioner and ACE shall not be liable for any consequences of the Insured Person's failure to obtain and follow such advice and use such appliance or remedies as may be prescribed.
  4. ACE will deal with all Claims as follows:
    - a) ACE will pay the Benefit Amount for accidental death to the estate of the deceased Insured Person and the receipt given to ACE by the Personal

- Representatives shall be a full discharge of liability by ACE in respect of the Claim for such Benefit Amount.
- b) If the Insured Person is age 18 years or over ACE will pay the Benefit Amount or assessed percentage or Indemnity to the Insured Person and their receipt shall be a full discharge of all liability by ACE in respect of the Claim for such Benefit Amount, Indemnity or the assessed percentage.
  - c) If the Insured Person is under age 18 years ACE will pay the Benefit Amount or assessed percentage or Indemnity to the Parent or Legal Guardian (Policyholder) of such minor, for the benefit of that minor. The Parent or Legal Guardian's receipt shall be a full discharge of all liability by ACE in respect of the Claim for such Benefit Amount or Indemnity.
5. Claims involving foreign currency will be converted into Policy currency at the selling rate of exchange published in the Financial Times on the day nearest to the date of the loss.

## Complaints Procedures

ACE is dedicated to providing a high quality service and wants to maintain this at all times. If it is felt that a first class service has not been offered or a complaint must be made regarding this insurance ACE should be contacted at the following address:

The A&H Customer Service Manager, ACE European Group Limited, 200 Broomielaw, Glasgow, G1 4RU.

Telephone: 0845 841 0056 (within UK only)

International: +44 (0)141 285 2999

Facsimile: +44 (0)1293 597 376

e-mail: [cust.servuk@acegroup.com](mailto:cust.servuk@acegroup.com)  
quoting Policy details.

The Financial Ombudsman Service may be approached for assistance if the Policyholder or Insured Person is dissatisfied with ACE's final response. Its contact details are as follows. A leaflet explaining the procedure is available on request:

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

Telephone: 0845 080 1800

Facsimile: 020 7964 1001

e-mail: [enquiries@financial-ombudsman.org.uk](mailto:enquiries@financial-ombudsman.org.uk)

Web Site: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

The existence of these Complaints Procedures does not affect any right of legal action an Insured Person may have against ACE.

## Financial Services Compensation Scheme

In the unlikely event that ACE is unable to meet its liabilities, the Policyholder may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). Their contact details are:

Financial Services Compensation Scheme  
7th Floor Lloyds Chambers  
1 Portsoken Street  
London  
E1 8BN

Telephone: 020 7892 7300  
Facsimile: 020 7892 7301  
e-mail: [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk)  
Web Site: [www.fscs.org.uk](http://www.fscs.org.uk)

## Data Protection

1. ACE fully accepts its responsibility to protect the privacy of customers and the confidentiality and security of information entrusted to it.
2. ACE is part of the ACE Group of companies. It and the group companies will use information given together with other information for the administration of this Policy, the handling of claims and the provision of customer services. The information may also be disclosed to ACE's third party claims administrator or other service providers and agents for these purposes. It may be disclosed to agents of the Group Policyholder or Insured Person, where appointed. It may also be used for the purposes of fraud prevention including passing details to other insurers and regulatory bodies.
3. Where the Group Policyholder or Policyholder has provided information about another person in connection with the purchase and performance of this insurance Policy, ACE will assume they have appointed the Group Policyholder or Policyholder to act for them, that they

have consented to the processing of their personal data, including sensitive personal data and they have consented to the transfer of their information abroad.

4. ACE (or reputable organisations selected by it) may monitor and/or record communication to ACE, to ensure consistent servicing levels and account operation. ACE will keep information about the Group Policyholder or an Insured Person only for so long as it is appropriate. In accordance with an individual's Subject Access rights, when asked, ACE will tell any Policyholder what information it holds about them and provide it to them in accordance with applicable law. Any information found to be incorrect will be corrected promptly.

### ACE European Group Limited

Main Business – General Insurance  
Registered in England No. 1112892.  
Head Office: ACE Building, 100 Leadenhall Street, London, EC3A 3BP.  
Authorised and regulated by the Financial Services Authority (FSA). Registration number FRN202803.  
Full details can be found on the FSA's Register by visiting [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FSA on 0300 500 5000

**ACE Claims and Customer Service Centre:**  
200 Broomielaw, Glasgow G1 4RU.  
Telephone: 0845 841 0056 (within UK only)  
International: +44 (0)141 285 2999  
Facsimile: +44 (0)1293 597376  
[www.aceeuropeangroup.com](http://www.aceeuropeangroup.com)