



ace europe

Cleveland Police Federation
Joint Branch Board

Worldwide Travel Insurance Policy

Policy Number: 54UK474589

1st April 2011 - 31st March 2012

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Travel Insurance Policy Schedule

- Policy Number :** 54UK474589
- Intermediary :** Heath Lambert, 3rd Floor, Quayside House,
110 Quayside, Newcastle Upon Tyne, NE1 3DX
Tel: 0191 376 2104
- Group Policyholder :** Cleveland Police Federation Joint Branch Board Group Insurance Scheme as agents for each individual Insured Person each for his or her own rights and interests or of their legal representatives.
- Address :** 46 Yarm Road
Stockton on Tees
TS18 3NG
- Business :** Professional Staff Association for Serving and Retired Officers and Serving Police Staff.
- Period of Insurance :** (a) From: 1st April 2011
To: 31st March 2012 (*both dates inclusive*)
(b) And any subsequent period for which ACE agrees to accept cover
- Renewal Date :** 1st April 2012 and annually thereafter
- Premium Inclusive of Insurance Premium Tax @ 20% :** Premiums are calculated in accordance with rates agreed between ACE and the Group Policyholder and included as part of the premium for the Group Insurance Scheme paid by the Member to the Group Policyholder.
- Declarations :** The Group Policyholder forwards monthly Declarations to the Intermediary confirming:
a) the number of Members who have requested cover; and
b) the Premium due to ACE from each Member.
The Intermediary forwards declarations detailing the number of Members to ACE within 30 days of the end of each preceding month.
- Date of Issue :** 1st April 2011

Travel Insurance Schedule of Benefits

Insured Persons:

- Category A Any Member of the Group Policyholder's insurance scheme aged under 65 years.
 Category B Any Partner, aged under 74 years, of an Insured Person described in Category A.
 Category C Any Child of an Insured Person described in Category A or Category B.

Operative Time:

1. Cancellation cover under the Disruption section commences from the time the Journey is booked and ends when the Journey begins.
2. Cover under all other sections commences when a Journey commences (providing the Journey was booked or commenced during a Period of Insurance) and has a duration of no longer than 60 days. (Trips of longer duration may be covered if advised to and accepted by Heath Lambert, the appropriate additional premium has been paid and an appropriate endorsement has been issued prior to the commencement date of the trip). Once commenced, the Journey will be covered until the Insured Person arrives home regardless of whether the Policy is cancelled or not.

BENEFIT DESCRIPTION	BENEFIT AMOUNT / LIMIT OF LIABILITY		
	Within the United Kingdom or Country of Domicile	Outside the United Kingdom or Country of Domicile	EXCESS
Medical			
Medical Expenses	Not Insured	Up to £5,000,000	£50
Supplementary Travel and Accommodation Expenses outside the United Kingdom or Country of Domicile	Not Insured	Up to £15,000	£50
Emergency Repatriation Expenses In-Patient Benefit	Not Insured Up to £1,000	Unlimited Up to £1,000	£50 Nil
Personal Belongings			
Personal Belongings	Up to £2,000	Up to £2,000	£50
Personal Belongings Delay	Up to £100	Up to £100	Nil
Money			
Money	Up to £500	Up to £500	£50
Credit Card Misuse	Up to £1,000	Up to £1,000	£50
Emergency Passport Replacement	Not Insured	Up to £250	Nil
Disruption			
Cancellation, Curtailment, Alteration to Itinerary	Up to £5,000	Up to £5,000	£50
Travel Delay	£60	£60	Nil
Abandonment	Up to £5,000	Up to £5,000	£50
Missed Connection	Not Insured	Up to £500	Nil
Aggregate Limit of Liability	£50,000		
Personal Injury			
Death	£20,000*	£20,000*	Nil
Loss of Limb	£20,000	£20,000	Nil
Loss of Sight	£20,000	£20,000	Nil
Permanent Total Disablement	£20,000	£20,000	Nil
Aggregate Limit of Liability	£5,000,000		
Personal Liability	Up to £1,000,000	Up to £1,000,000	£50
Overseas Legal Expenses	Not Insured	Up to £25,000	Nil

* reduced to £5,000 in respect of Insured Persons under the age of 16 years at the date of sustaining Bodily Injury.

Notes:

1. The Benefit Amounts shown are per Insured Person and the Excesses shown are payable per Insured Person per Claim. See General Definitions for Claim, Due To and Excess.
2. Winter Sports Activities: cover under the sections described above automatically applies for conventional Winter Sports holidays. A Ski Pack extension providing wider cover is available subject to payment of an appropriate additional premium and the issue of an appropriate endorsement, prior to commencement of the Journey.

ACE Assistance

ACE Assistance is designed to provide the Insured Person with advice and assistance should they become ill or sustain injury during a Journey abroad.

ACE Assistance can be contacted at any time of the day or night, 365 days of the year.

ACE Assistance will decide the most appropriate course of action to help in an emergency. The services range from advice over the telephone, consultation with a local doctor or arranging for admission to the most appropriate Hospital to medical repatriation to the most appropriate Hospital or to the home address.

ACE Assistance will also keep the family fully informed, arrange for up to two relatives or friends to travel out to be with the sick or injured person - if this is considered medically necessary and guarantee that all Hospital bills will be met.

To ensure that the ACE Assistance services operate smoothly when needed most...

- Telephone ACE Assistance in the UK using the number shown below remembering to use the correct international dialling code **from the country in which you are calling.**
- Quote the Policy Number (as shown on the Policy Schedule) and the name of your Group Policyholder.
- Give the telephone number where you can be contacted.
- Give details of anyone you would like to be contacted - relative or friend.

PLEASE REMEMBER...

- Always carry this information with you.
- Keep a separate record of the telephone number.
- Give details to a travelling friend or relative just in case you are unable to make the call yourself.
- Contact ACE Assistance before incurring any expenses.

Phone: **+44 20 7173 7798**

Insurance Agreement

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

The Policyholders 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 supplied to ACE by the Group Policyholder shall be incorporated into and be the basis of this Policy.



Andrew Kendrick
Chairman and CEO
ACE European Group Limited

General Definitions

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

1. **£** shall mean United Kingdom pounds sterling; GBP where used in this policy shall mean United Kingdom 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 emergency medical and repatriation services organised by ACE.
4. **Air Sports** shall mean any aerial pursuits or sports including, but not limited to, ballooning, bungee jumping, gliding, hang-gliding, microlighting, parachuting, para-gliding and parascending/parasailing over land.
5. **Bodily Injury** shall mean an injury which is caused solely by Accidental means and which independently of illness or any other cause within 24 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:
- a. persons who are the Member's or Partner's Children, stepchildren, legally adopted Children and Children for whom the Member or Partner is the Parent or Legal Guardian; To be covered by this Policy, such Child/Children must:
 - i. not be married;
 - ii. be dependent on the Member or Partner;
 - iii. normally reside with the Member; and
 - iv. be under 18 years old; or under 21 years old if still in Full time Education.
 - b. children, excluding those described in a. above for whom the Member or Partner has parental control for the duration of the Journey. To be covered by this Policy, such Child/Children must:
 - i. not be married;
 - ii. not be travelling with their own Parent or Guardian; and;
 - iii. be under 18 years old.
 In the case of a Child/Children described in b. above, the appropriate premium must have been paid and the appropriate endorsement must have been issued.
7. **Claim** shall mean a single loss or series of losses Due To one cause. Claims under more than one section of this Policy will be regarded as separate claims.
8. **Country of Domicile** shall mean the country within the European Economic Area in which the Insured Person is habitually resident during the Period of Insurance.
9. **Due To** shall mean directly or indirectly caused by, arising from or in connection with.
10. **Excess** shall mean the amount shown in the Schedule of Benefits which each Insured Person must pay in respect of each Claim. In respect of Claims received from the Member and/or Partner and/or Children Due To one cause the Excess shall be limited to £100 in total regardless of the number of Sections of the Policy to which the Claims relate.
11. **Full time Education** shall mean a programme of learning provided by a recognised educational body which leads to a qualification by examination or assessment which is either:
- a) full-time study; or
 - b) a mixture of study and work experience as long as at least two thirds of the total time for the course is spent on study.
12. **Grandchild/Grandchildren** shall mean: persons who are the Member's and/or Partner's grandchildren, step grandchildren, or have been legally adopted by the Member's and/or Partner's child; To be covered by this Policy, the Grandchild/Grandchildren must:
- a. not be married;
 - b. be dependent on the Member or Partner, or on the Member's or Partner's child;
 - c. normally reside with the Member, or with the Member's or Partner's child; and
 - d. be under 18 years old; or under 21 years old if still in Full time Education; the appropriate additional Premium must have been paid and the appropriate endorsement must have been issued.
13. **Group Policyholder** shall mean the person, firm, company or organisation named in the Policy Schedule.
14. **Hazardous Activities** shall mean mountaineering requiring the use of ropes or guides or any specialist equipment, rock climbing, abseiling, ski or bob racing including practice and training for these events, mono skiing, ski jumping, ski boarding, ice hockey, the use of bobsleighs or skeletons, riding, driving or sailing in any kind of organised race.
15. **Hijack** shall mean unlawful seizure or taking control of an aircraft or conveyance in which the Insured Person is travelling as a passenger.
16. **Hospital** shall mean an establishment which either:
- exists primarily for the diagnosis, medical care and treatment of sick or injured people on an In-patient basis under the supervision of Qualified Medical Practitioner(s) one or more of whom is available for consultation at all times;
 - provides (where appropriate) facilities for major surgery within the confines of the establishment or in facilities controlled by the establishment;
 - provides full-time nursing service by and under the supervision of nursing staff.
- 'Hospital' shall not include a special unit in a hospital or a place existing primarily:
- for the treatment of psychiatric disease or sub-normality;
 - for the care of the aged, drug addicts or alcoholics;
 - as a health hydro or nature cure clinic, a nursing or convalescent home, extended care facility, rest home or hospice.
17. **Hospital Confinement** shall mean admission to a Hospital as an In-patient as a result of

- Bodily Injury or illness for a continuous period of 24 hours or more on the advice of and under the regular care of a Qualified Medical Practitioner.
18. **Immediate Family** shall mean Partner, spouse, Child, Grandchild, brother, sister, parent, or grandparent and corresponding in-laws of the Insured Person, or anyone noted as next of kin on any legal document, all of whom must be resident in the United Kingdom.
19. **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 or illness and not merely for any form of nursing, convalescence, rehabilitation, rest or extended care.
20. **Insured Persons** shall mean any person or category of person described under this heading in the Schedule(s) of Benefits.
21. **Journey** shall mean any trip devoted entirely to pleasure, rest or relaxation undertaken by an Insured Person:
- outside the United Kingdom and their Country of Domicile or
 - within the United Kingdom and their Country of Domicile if their accommodation is pre-booked and the trip is for one night or more or
 - within the United Kingdom and their Country of Domicile which includes a flight as a fare-paying passenger on a fixed wing aircraft which is provided by a licensed airline or air charter company
- which has a duration of no longer than 60 days (unless a trip of longer duration has been advised to and accepted by Heath Lambert, the appropriate additional premium has been paid and an appropriate endorsement has been issued prior to the commencement date of the trip) and which is booked or commences during the Period of Insurance.
- The Journey shall start from the time of leaving home address and continue until arrival back at home address. The total duration of all Journeys undertaken by an Insured Person should not exceed 180 days during any one Period of Insurance.
22. **Member** shall mean person under the age of 65 years whose application for membership of the Group Policyholder's Group Insurance Scheme has been accepted by the Group Policyholder and whose fees and/or subscriptions are not in arrears.
23. **Organised Sporting Holiday** shall mean any holiday or Journey arranged to participate in sports of any kind (other than golfing, fishing, walking, horse riding/trekking, camel/elephant riding/trekking, surfing, wind surfing or skiing) where the sole or main purpose of the holiday or Journey is to participate in such sport.
24. **Parent or Legal Guardian** shall mean a person 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.
25. **Partner** shall mean a person under the age of 74 years who is:
- the spouse of an Insured Person described under Category A of Insured Persons in the Travel Insurance Schedule of Benefits who normally lives with the Insured Person; or
 - the civil partner, registered pursuant to the Civil Partnership Act, of an Insured Person under Category A of Insured Persons in the Travel Insurance Schedule of Benefits who normally lives with the Insured Person; or
 - someone of either sex with whom an Insured Person described under Category A of Insured Persons in the Travel Insurance Schedule of Benefits has been living, for at least 3 months as though they were their spouse or civil partner.
26. **Period of Insurance** shall mean the period between and inclusive of the dates shown From: and To: on the Policy Schedule commencing at 00.00 hours on the earlier date shown and expiring at midnight on the later date shown. Dates refer to local standard time at the address of the Group Policyholder as shown in the Policy Schedule.
27. **Policyholder** shall mean Insured Person except in the case of Insured Persons who are Children under 18 when the Policyholder shall be the Parent or Legal Guardian of such Children.
28. **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.
29. **Qualified Medical Practitioner** shall mean a doctor or specialist who is registered or licensed to practise medicine under the laws of the country in which they practise other than:
- an Insured Person
 - a relative of the Insured Person.
30. **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.

31. **United Kingdom** for the purposes of this Policy shall mean England, Scotland, Wales, Northern Ireland (excluding Channel Islands and the Isle of Man).
32. **War** shall mean armed conflict between nations, invasion, act of foreign enemy, hostilities (whether war declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
33. **Winter Sports Activities** shall mean participation in conventional skiing or snowboarding on piste.

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

SPECIFIC COVERS

Medical

A. Medical Expenses

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

Specific Definition applicable to this sub-section:

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

B. In-patient Benefit

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 ACE will pay the Policyholder £50 for each complete 24 hour period of Hospital Confinement up to a maximum of £1,000 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 the United Kingdom or Country of Domicile ACE will indemnify the Policyholder in respect of Supplementary Travel and Accommodation Expenses up to a maximum of £15,000 for any one Journey.

Specific Definition 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 incurred in returning to the United Kingdom or Country of Domicile.
2. for travel and accommodation of up to two relatives or friends 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. a. for funeral expenses incurred in the burial or cremation of the Insured Person outside the United Kingdom or Country of Domicile
b. in transporting the Insured Person's body or ashes for burial in the United Kingdom or Country of Domicile (excluding funeral and interment costs)
c. in transporting the Insured Person's Personal Belongings (as defined in the Personal Belongings section) back to the United Kingdom or Country of Domicile up to a maximum amount of £5,000.

D. Emergency Repatriation Expenses

If during a Period of Insurance the Insured Person becomes ill or sustains injury during a Journey outside the United Kingdom or Country of Domicile ACE will indemnify the Policyholder in respect of Emergency Repatriation Expenses.

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 or Country of Domicile provided that such repatriation is medically necessary and organised by ACE Assistance.

Specific 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, 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 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.

Specific Extension applicable to the Medical Section:

This Section is extended to cover Medical Expenses, Supplementary Travel and Accommodation Expenses and/or Emergency Repatriation Expenses incurred as a result of complications in 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 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. The certificate must be dated no earlier than 5 days before the outbound travel date.

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 a terminal complaint has been diagnosed 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 24 months from the time of the incurring of the first expense.

4. dental or optical expenses other than those incurred in providing the minimum treatment necessary to relieve pain and discomfort for the duration of the Journey.
5. any expenses incurred as the result of treatment to a Child under the age of 6 months who has been born outside the United Kingdom or Country of Domicile during a Journey.
6. treatment which in any way arises from or is attributable to any Human Immunodeficiency Virus infection or related syndrome.
7. the Excess other than in respect of B. In-patient Benefit. If the cost of medical treatment is reduced by the use of a European Health Insurance Card this Exclusion will not apply.

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 amount shown in the Schedule of Benefits for any one Journey.

Specific Definitions applicable to this sub-section:

1. **Personal Belongings** shall mean each of the Insured Person's suitcases, trunks and containers of a similar nature and their contents taken or acquired on a Journey and articles designed to be worn or carried by the Insured Person, including Valuables. All items of Personal Belongings must be owned by or be the legal responsibility of the Insured Person and be for the Insured Person's own use or wear.
2. **Valuables** shall mean camera and other photographic equipment, telescopes and binoculars, Audio/Video equipment (including radios, cassette/compact disc players, ipods, mp3 and mp4 players, camcorders, DVD, video, televisions, and other similar audio and video equipment), mobile phones, satellite navigation equipment, computers and computer equipment (including PDA's personal organisers, laptops, notebooks, netbooks and the like), computer games equipment (including consoles, games and peripherals), jewellery, watches, furs, precious and semi precious stones and articles of gold, silver or other precious metals.

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 by an airline or other carrier for more than 12 hours during the outward part of a Journey ACE shall reimburse up to £100 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 £300 for any one article, pair or set in respect of Personal Belongings.
2. vehicles, motorcycles, bicycles, caravans, trailers, tents, other camping equipment, boats, sailing boards, other water borne craft, or their accessories.
3. loss or damage whilst Personal Belongings are left unattended unless
 - a. in a locked hotel room, apartment, holiday residence or
 - b. kept out of sight or in a locked boot or concealed luggage compartment or under the purpose built luggage cover of an estate or hatchback carand such loss is evidenced by forcible and violent entry.
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 48 hours of discovery and a report obtained.
8. loss of or damage to Valuables occurring whilst in the custody of an airline or other transport carrier.
9. 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.
10. loss due to confiscation or detention by customs or any other authority.

11. any items of household furniture, appliances or equipment.
12. any items of business equipment.
13. loss of or damage to sports equipment whilst it is in use, unless the item is covered under the Ski Pack extension and the appropriate additional premium paid and an appropriate endorsement issued.
14. any article more specifically insured or recoverable under any other insurance.
15. the Excess, except in relation to B. Personal Belongings Delay.

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:
 - a. 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.
 - b. of Personal Belongings purchased/acquired two years or more prior to the date of loss or any article the age of which cannot be proven by the Insured Person the basis of settlement shall be the cost of the original article when new less a consideration for wear tear and depreciation.
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.
5. In the event of loss or damage to Personal Belongings in the care, custody or control of a transport carrier an Insured Person shall first endeavour to obtain appropriate compensation from such transport carrier at the time of loss or damage.

Money

A. Money

If during a Period of Insurance the Insured Person sustains loss of or damage to Money during a Journey or the 72 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 amount shown in the Schedule of Benefits 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 Card Misuse

If during a Period of Insurance the Insured Person sustains financial loss as a direct result of a credit, charge or bankers card being lost or stolen during a Journey and subsequently used fraudulently by any person, other than the Insured Person or a member of the Insured Person's family, ACE will indemnify the Policyholder for such loss up to a maximum of £1,000 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 Passport Replacement

If during a Period of Insurance the Insured Person sustains loss of or damage to their passport during a Journey outside the United Kingdom or Country of Domicile 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 the United Kingdom or Country of Domicile up to a maximum of £250.

Specific Exclusions applicable to this section:

ACE shall not be liable for:

1. loss not reported to the police and/or appropriate authorities within 48 hours of

discovery or earlier if required by the Credit 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 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 where at the time of the loss the Money is left unattended unless kept out of sight
 - a. in a locked hotel room, apartment, or holiday residence or
 - b. in a locked boot or concealed luggage compartment or under the purpose built luggage cover of an estate or hatchback car and such loss is evidenced by forcible and violent entry.
7. the Excess, except in relation to C Emergency Passport Replacement.

Specific Condition applicable to this section:

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

Disruption

A. Cancellation, Curtailment, Alteration to Itinerary

If during a Period of Insurance the Insured Person is forced to

- i. cancel any part of a planned Journey prior to the commencement of that Journey or
- ii. curtail or alter the itinerary to a planned Journey during the course of that Journey

ACE will indemnify the Policyholder in respect of Cancellation, Curtailment and Alteration to Itinerary expenses incurred up to the amount shown in the Schedule of Benefits for any one Journey provided that Cancellation, Curtailment or Alteration to Itinerary is Due To:

- a. the Insured Person becoming ill or sustaining injury.
- b. the death, injury or illness of a member of the Insured Person's Immediate Family or any person with whom an Insured Person is travelling or is intending to travel.

- c. compulsory quarantine, jury service or witness call (providing all necessary checks have been made prior to booking the Journey), subpoena or Hijack of the Insured Person or any person with whom an Insured Person is travelling or is intending to travel.
- d. cancellation or curtailment of scheduled public transport services consequent upon adverse weather conditions, strike, riot or civil commotion.
- e. the Insured Person deciding to return to the United Kingdom or Country of Domicile as result of death, injury or illness necessitating the return to the United Kingdom or Country of Domicile of any other Insured Person with whom the Journey is made.
- f. the Insured Person's home becoming uninhabitable following fire, storm, flood, theft, subsidence or other serious damage.
- g. the Insured Person's presence being required by the police following burglary or attempt thereof at an Insured Person's place of residence.
- h. unemployment of the Insured Person which qualifies for payment under any applicable statute.
- i. complications in pregnancy (as diagnosed by a Qualified Medical Practitioner or specialist in obstetrics).

Specific Definition applicable to this section: Cancellation, 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 incurred during a Journey provided that:
 - a. such travel is of a standard no greater than that used on the outbound part of the Journey and
 - b. the standard of accommodation is not superior to that used during the Journey.

B. 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 more than 12 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, air traffic control equipment or sea vessel ACE will pay the amount shown in the Schedule of Benefits for any one Journey.

C. Abandonment

If, during a Period of Insurance, and following a delay of at least 24 hours from the departure time indicated by the carrier of the outward 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 Due To strike, industrial action, adverse weather conditions, mechanical breakdown or structural defect affecting that aircraft, sea vessel or publicly licensed conveyance an Insured Person cancels or abandons such Journey, ACE will indemnify the Insured Person in respect of irrecoverable deposits and amounts for which the Insured Person is legally responsible, up to the amount shown in the Schedule of Benefits for any one Journey.

D. Missed Connection

If, during a Period of Insurance, as a result of:

- a. the failure of public transport due directly to strike, industrial action, adverse weather conditions, breakdown, riots and/or civil commotion, Hijack, avalanches, landslides, traffic flow congestion or mechanical breakdown or
- b. mechanical breakdown or being involved in an Accident involving a private motor vehicle in which the Insured Person is travelling or
- c. if due to exceptional and unforeseen traffic flow congestion the private motor vehicle in which the Insured Person is travelling to reach the international departure point

the Insured Person misses the international departure of the sea vessel, aircraft or other conveyance in which the Insured Person is booked to travel, ACE will indemnify the Insured Person in respect of reasonable additional travel and accommodation expenses up to the amount shown in the Schedule of Benefits for any one Journey.

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 or where a terminal complaint has been previously diagnosed or where the purpose of the Journey is to receive medical treatment or advice.

2. any expenses incurred as a result of illness or injury where Cancellation, Curtailment or Alteration to Itinerary has not been confirmed as medically necessary by a Qualified Medical Practitioner.
3. any costs or charges paid or discharged by the use of promotional vouchers or awards of any description.
4. any expenses incurred as a result of disinclination to travel or the change in financial circumstances or change of employment of the Insured Person.
5. 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 Insured Person.
6. any expenses incurred as a result of regulations or order made by any Public Authority or Government.
7. (not applicable in respect of the Travel Delay subsection) any expenses incurred as a result of strike, labour dispute, which existed or for which advance warning had been given before the date on which the insured Journey was booked.
8. any expenses incurred as a result of the Insured Person being under the influence of or being affected by alcohol or drugs, other than drugs taken under the direction of a Qualified Medical Practitioner.
9. any unused pre-paid return travel tickets where repatriation has been made.
10. (Applicable to the Missed Connection subsection only) any expenses where the Insured Person failed:
 - a. to provide independent evidence in writing to support any Claim following exceptional and unforeseen traffic flow congestion.
 - b. to allow reasonably sufficient time for the Journey.
11. (Applicable to Travel Delay and Abandonment subsections only)
 - a. any expenses incurred where the Insured Person failed to:
 - i. check in according to the itinerary supplied unless the failure was itself due to strike or industrial action
 - ii. obtain written confirmation from the carriers or their handling agents of the number of hours delay and the reason for such delay
 - 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.
12. any expenses for any condition or set of circumstances known to the Insured Person at the time of booking the Journey or paying for the Journey in part or in full where such conditions or set of circumstances could reasonably have been expected to give rise to the Cancellation, Curtailment or Alteration to Itinerary of a Journey.
13. any expenses in excess of £50,000 in total for all Insured Persons
 - a. arising out of any one Journey and/or
 - b. whilst travelling to any one event.
14. more than £100 in respect of sunglasses.
15. the Excess, except in respect of B. Travel Delay.

Specific Condition applicable to this section:

1. (Applicable to the Missed Connection subsection c. only)
Any Insured Person must have allowed sufficient time for their Journey to allow a reasonable expectation of arrival at the departure point at least 45 minutes before the last permitted check-in time.

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 the Benefit Amount shown in the Schedule of Benefits for:

- 1. Death**
- 2. Loss of Limb(s)**
- 3. Loss of Sight**
- 4. Permanent Total Disablement**

The total benefit payable shall not exceed the maximum amount shown in the Schedule 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 £5,000,000 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 Amount 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 Amount 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 Amount shall mean the maximum amount ACE can pay as shown in the Schedule of Benefits.

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:

- a. an arm: physical severance of the four fingers at or above the metacarpal phalangeal joints (where the fingers join the palm of the hand) or the total loss of use of an entire hand or arm; and
- b. a leg: physical severance or total loss of use above the level of the ankle (talo-tibial joint).

Loss of Sight shall be deemed to have occurred:

- a. 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.
- b. 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 disability which has lasted for at least 12 months and from which ACE believes the Insured Person will never recover.

Permanent Total Disablement shall mean a Permanent Disabling Injury, caused other than by

Loss of Limb or Loss of Sight, which results in the Insured Person's inability to perform or give attention to gainful occupation of any and every kind.

Specific Exclusions applicable to this section:

ACE shall not be liable:

1. if Bodily Injury results from the Insured Person suffering from sickness or disease not directly resulting from Bodily Injury.
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. for Permanent Total Disablement Benefit where the Insured Person is not in gainful employment and above the State Retirement Age.

Specific Conditions applicable to this section:

1. Any contributory degenerative condition or disability known by the Insured Person to be in existence at the time of sustaining Bodily Injury will be taken into account by ACE in assessing whether benefits are payable.
2. The Death Benefit Amount is limited to £5,000 in respect of Insured Persons under the age of 16 years at the date of sustaining Bodily Injury.

Personal Liability

If the Insured Person becomes legally liable to pay damages in respect of:

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

occurring during the Period of Insurance and arising out of the Journey, ACE will indemnify the Policyholder for all such damages payable in respect of each occurrence or a series of occurrences arising directly or indirectly from one source or original cause up to the amount shown in the Schedule of Benefits.

ACE will also pay:

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

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 above are deemed to be included in the amount shown as the Limit of Indemnity in the Schedule of Benefits.

Specific Exclusions applicable to this section:

This section does not apply to liability in respect of:

1. bodily injury to any person who is:
 - a. 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.
 - b. a member of the Insured Person's family.
2. loss of or damage to property belonging to or held in trust by or in the custody or control of the Insured Person other than temporary accommodation occupied by the Insured Person in the course of a Journey.
3. bodily injury loss or damage caused directly or indirectly in connection with the ownership, possession or use by the Insured Person, their servants or agents of:
 - a. mechanically propelled vehicles (other than golf buggies used on golf courses and not on public roads).
 - b. aircraft, hovercraft, watercraft (other than non mechanically powered watercraft less than 30 feet in length used on inland waters).
 - c. firearms (other than sporting guns).
4. bodily injury loss or damage arising directly or indirectly in connection with:
 - a. the ownership, possession or occupation of land or buildings, immobile property or caravans other than temporary accommodation occupied by the Insured Person in the course of a Journey.
 - b. any wilful or malicious act.
 - c. the carrying on of any trade, business or profession.
5. any liability assumed by the Insured Person under any contract or agreement unless such liability would have attached in the absence of such contract or agreement.
6. any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
 - a. ionising radiation 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 nuclear assembly or nuclear components thereof.
7. any liability directly or indirectly occasioned by the happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
8. the cost of punitive or exemplary damages.
9. fines, liquidated damages or under any penalty clause.
10. the carrying on of, or engaging in, any:
 - a. trade, business or profession; or
 - b. activities or volunteer work organised by, or under the auspices of, a charitable, voluntary, not for profit, social or similar organisation when liability for such activities or work should reasonably be included within the organisation's own Public Liability policy.
11. liability directly or indirectly occasioned by happening through or in consequence of War.
12. the Excess.

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 any time pay to the Insured Person in connection with any claim or series of claims the amount shown in the Schedule of Benefits (after deduction of any sum(s) already paid as compensation) or any lesser amount for which such claim(s) can be settled and upon such payment being made ACE shall relinquish the conduct and control of and be under no further liability in connection with such claim(s) except

for the payment of costs and expenses recoverable or incurred prior to the date of such payment.

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 not covering the same liability ACE shall not be liable to indemnify the Insured Person 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.

Overseas Legal Expenses

This section only applies to Members who are habitually resident within the United Kingdom.

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 amount shown in the Schedule of Benefits to cover Legal Expenses arising out of Any One Claim.

Specific Definitions applicable to this section:

Legal Expenses shall mean:

- a. 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.
- b. 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.
 - b. ACE or their agents.
 - 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 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.

- 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.
 - b. accepted an offer from ACE to settle a claim.
13. Legal Expenses which ACE considers unreasonable or excessive or unreasonably incurred.

Specific Conditions applicable to this section:

1. Legal Representatives must be qualified to practise 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. The Insured Person has the right to select and appoint a Legal Representative of their choice to represent them in any legal inquiry or legal proceedings (provided any appointment of a Legal Representative is not on a contingency fee basis, where the Legal Representative charges a proportion of the amount recovered as a fee). The Insured Person shall provide ACE with details of the selected Legal Representative's name and address. ACE may provide information about Legal Representatives in the Insured Person's local area if asked to do so.
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.
 - 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 is also the insurer 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 Condition 2 of this Section.
 14. If the Legal Representatives refuse to continue acting for an Insured Person with good reason or if an Insured Person dismisses the Legal Representatives without good reason the cover ACE provides will end at once, unless ACE agrees to appoint other Legal Representatives.
 15. If the Insured Person is a Child ACE will pay Legal Expenses incurred by the Parent or Legal Guardian acting for such Child.
 - i. the Insured Person is diving to a depth of less than 30 metres and
 - ii. the Insured Person has a professional Association of Diving Instructors (PADI) or equivalent qualification or is being supervised by a PADI or equivalent qualified instructor. This cover excludes any wreck diving.
2. ACE shall not be liable for payment for any benefit for Bodily Injury, loss or expense:
 - a. to any Insured Person who is a professional sportsperson or professional entertainer.
 - b. where an Insured Person undertakes the Journey for business purposes of any kind.
 3. 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 having suffered Bodily Injury, loss or expense not directly associated with the Accident which caused the Insured Person to make a Claim.
 - d. the Insured Person engaging in aviation as a pilot or crew member of a fixed wing or rotary propelled aircraft or in Air Sports.
 - e. the Insured Person engaging in Hazardous Activities.
 - f. the Insured Person travelling on a motor cycle over 125 cc unless a valid United Kingdom licence is held by the Insured Person for that machine and a secured safety helmet was worn at the time of sustaining Bodily Injury.
 - g. 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.
 - h. War, or any act of War whether declared or not.

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 suffered or incurred:
 - a. after the expiry of the Period of Insurance during which:
 - i) a Member attains the age of 65 years.
 - ii) a Partner attains the age of 74 years.
 - iii) a Child attains the age of 21 years.
 - b. during or Due To any Organised Sports Holiday.
 - c. whilst the Insured Person is engaging in scuba diving unless:

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 Group Policyholder, Policyholder or Insured Person.
6. The Contracts (Rights of Third Parties) Act 1999 or any amendment thereto shall not apply to this Policy. Only ACE the Group Policyholder, Policyholder and Insured Person can enforce the terms of this Policy. No other party may benefit from this contract as of right. The Policy may be varied or cancelled without the consent of any third party.
7. ACE may cancel:
 - a. this Policy by giving 90 days written notice 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 and 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 12 months from the date of Hijack until such time as the Insured Person has returned to their place of residence.
 10. ACE is required to notify the Group Policyholder and Policyholders that other taxes or costs may exist which are not imposed by ACE.
 11. ACE reserve the right to make changes, add to the Policy terms and/or to change the total amount payable for this insurance for legal, regulatory or taxation reasons.

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 under this Policy notice shall be given to the Group Policyholder, as named in the Policy Schedule within 60 days or as soon as possible after the date of the occurrence.
2. The Insured Person shall at their own expense furnish to ACE such certificates, receipts, 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 request a medical examination of an Insured Person as appropriate.
3. 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.
4. 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.

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

Any complaint should be addressed to:

The Customer Service Manager

ACE European Group Limited

200 Broomielaw, Glasgow, G1 4RU

quoting the Insured's and the Beneficiary's name, address and Policy Number.

Tel: 0845 841 0056 Fax: 01293 597376

e-mail: A&Hcustserv.complaints@acegroup.com

The **Financial Ombudsman Service** (FOS) may be approached for assistance in limited circumstances if there is still dissatisfaction with ACE's final response. The FOS's contact details are given below. A leaflet explaining the procedure is available on request. Contact details are:

The Financial Ombudsman Service

South Quay Plaza, 183 Marsh Wall

London E14 9SR

Tel: 0845 0801 800 Fax: 020 7964 1001

e-mail: enquiries@financial-ombudsman.org.uk

Web Site: www.financial-ombudsman.org.uk

The existence of these complaint procedures does not reduce an Insured Person's Statutory Rights relating to this Policy. For further information about Statutory Rights the Insured Person should contact the Office of Fair Trading or the Citizens Advice Bureau.

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
Tel: 020 7892 7300 Fax:020 7892 7301
Website: www.fscs.org.uk*

Data Protection/Privacy

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 service providers and agents for these purposes. It may be disclosed to the Group Policyholder's agents, 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 Insured Person 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 Insured Person 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.
5. ACE will keep information about the Group Policyholder, Policyholder or Insured Persons only for so long as it is appropriate. The Group Policyholder, Policyholder or Insured Persons each has a right to request a copy of the information (for which ACE may charge a small fee) and to correct any inaccuracies. To make sure instructions are followed correctly and to improve ACE's service through staff training, telephone calls may be recorded.

In the event of a query contact:

Heath Lambert
3RD Floor, Quayside House
110 Quayside
Newcastle Upon Tyne
NE1 3DX

Tel: 0191 376 2104

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ACE European Group Limited, whose main business is general insurance is authorised and regulated by the Financial Services Authority, registration number FRN202803. Full details can be found on the FSA's Register by visiting www.fsa.gov.uk/register or by contacting the FSA on 0300 500 5000.