



ace europe

Kent
Police Federation

Worldwide Travel Insurance Policy

Policy Number: UKBOTC47187
1st April 2010 - 31st March 2011

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Travel Insurance Policy Schedule

Policy Number :	UKBOTC47187
Intermediary :	George Burrows, 13 Piries Place, Horsham, West Sussex, RH12 1EH Tel: 01403 327719 Fax: 01403 327778 E-mail: info@georgeburrows.com
Insured :	Kent Police Federation Joint Branch Board Group Insurance Scheme as agents for each individual Beneficiary each for his or her own rights and interests or of their legal representatives.
Address :	Federation Office Sutton Road Maidstone Kent ME15 9BZ
Business :	Police Federation
Period of Insurance :	(a) From: 1st April 2010 To: 31st March 2011 (both dates inclusive) (b) And any subsequent period for which ACE agrees to accept cover
Renewal Date :	1st April 2011 and annually thereafter
Premium Inclusive of Insurance Premium Tax @ 17.5% :	Premiums are calculated in accordance with rates agreed between ACE and the Insured and included as part of the premium for the Insurance Scheme paid by the Insured Person to the Insured.
Declarations :	The Insured 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 proceeding month.
Date of Issue :	1st April 2010

ACE Assistance

ACE Assistance is designed to provide an 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 Insured.
- 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 (0)207 173 7798**

Insurance Agreement

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

The Insured 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 Insured shall be incorporated into and be the basis of this Policy.



Andrew Kendrick
Chairman and CEO
ACE European Group Limited

Travel Insurance Schedule of Benefits

Insured Person:

Any Member, Partner, Children and Dependant Grandchildren.

Please note:

Members and Partners are covered up to the age of 65 years. Children and Dependant Grand Children are covered up to the age of 18 years, or 22 years if in full-time education. Please refer to General Definitions 6, 12, 21 and 23 and General Exclusion 1a for full details.

Operative Time:

Whilst undertaking a Journey commencing during the Period of Insurance, and whilst Premium is being deducted from the Member's salary/pension.

BENEFIT DESCRIPTION	BENEFIT AMOUNT / LIMIT OF LIABILITY per Person per Journey		
	Within the United Kingdom	Outside the United Kingdom	EXCESS per Person per Claim
1. Medical			
a. Medical	Not Insured	£5,000,000	£40
b. Supplementary Travel and Accommodation	Not Insured	£15,000	£40
c. Emergency Repatriation	Not Insured	Unlimited	Nil
d. Hospital Benefit	Not Insured	£20 for each 24 hours up to a max of £500	Nil
e. Hospital Benefit as a result of being mugged	Not Insured	£50 for each 24 hours up to a max of £250	Nil
2. Personal Belongings Section			
a. Personal Belongings Single article limit	£1,500 £300	£1,500 £300	£40
b. Personal Belongings Delay	£100	£100	Nil
3. Money Section			
a. Money	£500	£500	£40
Cash Limit (Children £50)	£250	£250	
b. Credit Card Misuse	£1,000	£1,000	£40
c. Emergency Passport Replacement	Not Insured	£250	£40

BENEFIT DESCRIPTION	Within the United Kingdom	Outside the United Kingdom	EXCESS per Person per Claim
4. Disruption Section			
a. Cancellation	£5,000	£5,000	£40
b. Curtailment or Alteration to Itinerary	£5,000	£5,000	£40
c. Late Arrival	£100	£100	Nil
d. Abandonment	£5,000	£5,000	£40
e. Missed Departure	Not Insured	£800	£40
f. Catastrophe	£500	£500	Nil
g. Withdrawal of Services	£600	£600	Nil
5. Personal Injury Section			
a. Death	£20,000*	£20,000*	Nil
b. Loss of Limb(s)	£20,000	£20,000	Nil
c. Loss of Sight	£20,000	£20,000	Nil
d. Permanent Total Disablement	£20,000	£20,000	Nil
6. Personal Liability Section			
Personal Liability	£2,000,000	£2,000,000	Nil
Accidental damage to rented accommodation	£100,000	£100,000	£250
7. Overseas Legal Expenses Section			
	Not Insured	£25,000	Nil
This section only applies to Members who are habitually resident in the UK			
8. Winter Sports Section			
a. Own Equipment	£500	£500	£40
b. Equipment Hire	£150	£150	Nil
c. Ski Pack	£400	£400	Nil
d. Piste Closure	£500	£500	Nil
e. Avalanche Closure	£500	£500	Nil

*Reduced to £5,000 in respect of Insured Persons under the age of 16 years at the date of sustaining bodily injury

General Definitions

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

1. **Accident** shall mean a sudden, violent, external, unforeseen and identifiable event and the word Accidental shall be construed accordingly.
2. **ACE Assistance** shall mean the travel assistance and emergency medical and repatriation services organised by ACE.
3. **Air Sports** shall mean any aerial pursuits or sports including, but not limited to, ballooning, bungee jumping, gliding, hang-gliding, microlighting, parachuting, paragliding and parasailing/parasailing over land.
4. **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 an Insured Person's death or disablement or the incurring of Medical Expenses.
5. **Business Purposes** shall mean clerical activities and non-manual work connected to the Insured.
6. **Child/Children** shall mean persons who are the Member's and/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, the Child/Children must:
 - a. not be married
 - b. be dependent on the Member or Partner
 - c. normally reside with the Member; and
 - d. be under 18 years old; or under 22 years old if still in full-time education.
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. **Complications of Pregnancy** shall mean complications of pregnancy diagnosed by a Qualified Medical Practitioner or specialist in obstetrics.
9. **Country of Domicile** shall mean the country within the European Economic Area in which an Insured Person is habitually resident during the Period of Insurance.
10. **Due To** shall mean directly or indirectly caused by, arising from or in connection with.
11. **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 the Partner and/or the Children Due To one cause the Excess shall be limited to £80 in total regardless of the number of Sections of this Policy to which the Claims relate.
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, or for whom the Member's and/or Partner's child is the Parent or Legal Guardian. 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 22 years old if still in full-time education.
13. **Hazardous Activities** shall mean mountaineering requiring the use of ropes or guides or any specialist equipment, rock climbing, abseiling, ski racing in major events, ski jumping, ice hockey, the use of bobsleighs or skeletons, riding driving or sailing in any kind of organised race.
14. **Hijack** shall mean unlawful seizure or conveyance in which an Insured Person is travelling as a passenger.
15. **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.
16. **Immediate Family** shall mean Partner, spouse, cohabiting partner, child, grandchild, brother, sister, parent, or grandparent and corresponding in-laws of a Member, or anyone noted as next of kin on any legal document, all of whom must be resident in the United Kingdom or Country of Domicile
17. **Insured** shall mean the person, firm, company or organisation named as the Insured in the Policy Schedule.
18. **Insured Person** shall mean the Member, his/her Partner and their Child/Children
19. **Journey** shall mean any trip of up to 31 days duration undertaken by an Insured Person and devoted entirely for pleasure, rest or relaxation; and Business Purposes in respect of the Member only:
 - a. outside the United Kingdom and their Country of Domicile; or
 - b. within the United Kingdom and their Country of Domicile provided that;
 - the accommodation is pre-booked
 - the trip is for two nights or more which commences during the Period of Insurance. Cover shall start from the time of leaving home address and continue until arrival back at home address.
20. **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.
21. **Member** shall mean a person under the age of 65 years whose application for membership of the Insured's insurance scheme has been accepted by the Insured, whose fees and/or subscriptions are not in arrears and who has paid the Premium for this insurance.
22. **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.
23. **Partner** shall mean a person under the age of 65 years who is:
 - a. a Member's spouse; or
 - b. a Member's civil partner, registered pursuant to the Civil Partnership Act; or

- c. someone of either sex with whom a Member has been living for at least three months as though they were their spouse or civil partner.
24. **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 Insured as shown in the Policy Schedule.
25. **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.
26. **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 an Insured Person.
27. **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.
28. **United Kingdom** for the purposes of this Policy shall mean England, Scotland, Wales and Northern Ireland (excluding Channel Islands and the Isle of Man).
29. **War** shall mean armed conflict between nations, invasion, act of foreign enemy, civil war, military or usurped power.
30. **£** shall mean United Kingdom pounds sterling.

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

SPECIFIC COVERS

1. Medical

A. Medical Expenses

If during a Period of Insurance an Insured Person becomes ill, has Complications of Pregnancy, sustains Bodily Injury or emergency dental treatment (for pain relief and which is limited to a maximum of £250) during a Journey outside the United Kingdom or Country of Domicile ACE will indemnify an Insured Person in respect of Medical Expenses up to the amount shown in the Schedule of Benefits for any one Journey.

In addition, where a Claim for Medical Expenses has been accepted under the Policy, ACE will indemnify an Insured Person in respect of reasonable costs necessarily incurred during the Journey for landline telephone calls, up to a maximum of £20 for any one Journey.

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. Supplementary Travel and Accommodation Expenses

If during a Period of Insurance an Insured Person becomes ill, has Complications of Pregnancy or sustains Bodily Injury during a Journey outside the United Kingdom or Country of Domicile ACE will indemnify an Insured Person in respect of Supplementary Travel and Accommodation Expenses up to the amount shown in the Schedule of Benefits for any one Journey.

Supplementary Travel and Accommodation Expenses shall mean reasonable additional

costs necessarily incurred:

- for travel and Accommodation expenses of an Insured Person incurred in returning to the United Kingdom or Country of Domicile.
- for travel and Accommodation of up to 2 relatives or friends of an Insured Person who on medical advice from a Qualified Medical Practitioner are advised to travel to or remain with an Insured Person.
- for funeral expenses incurred in the burial or cremation of an Insured Person outside the United Kingdom or Country of Domicile.
 - in transporting an Insured Person's body or ashes for burial in the United Kingdom or Country of Domicile (excluding funeral and interment costs).
 - in transporting an Insured Person's Personal Belongings (as defined in the Personal Belongings section) back to the United Kingdom or Country of Domicile.

Accommodation shall mean accommodation of a standard up to but not exceeding that in which an Insured Person was or would have been staying during the course of the Journey.

C. Emergency Repatriation Expenses

If during a Period of Insurance an Insured Person becomes ill, has Complications of Pregnancy or sustains Bodily Injury during a Journey outside the United Kingdom or Country of Domicile ACE will indemnify an Insured Person in respect of Emergency Repatriation Expenses the amount shown in the Schedule of Benefits for any one Journey.

Emergency Repatriation Expenses shall mean all reasonable costs necessarily incurred in repatriating an Insured Person to the most

suitable Hospital or to an 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 ACE Assistance:

- ACE Assistance must be informed immediately or as soon as reasonably possible of any emergency that may potentially give rise to a Claim.
- The Insured or an Insured Person must not make or attempt to make arrangements without the involvement and/or agreement of ACE Assistance.
- 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.
- Full reimbursement to ACE will be made by an Insured Person 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.

D. Hospital Benefits

If during a Period of Insurance an Insured Person becomes ill, has Complications of Pregnancy or sustains Bodily Injury during a Journey outside the United Kingdom or Country of Domicile and is admitted to Hospital as an In-patient for a continuous period of 24 hours or more on the advice of and under the constant supervision of a qualified medical practitioner. ACE will pay up to the amounts shown in the Schedule of Benefits for any one Journey.

In addition, if admission to Hospital is as a

result of Bodily Injury caused by an Insured Person being mugged, ACE will pay the additional amounts shown in the Schedule of Benefits.

Specific Condition applicable to the Medical section concerning cover for Complications of Pregnancy:

If the Insured Person is travelling between the 28th – 35th (inclusive) weeks of pregnancy they must provide a medical certificate issued by a Qualified General Practitioner or midwife confirming the number of weeks of pregnancy and that they are 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 the Medical 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 an Insured Person.
3. any expenses incurred after 12 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. If the cost of medical treatment is reduced by the use of Form E111 or European Health Insurance Card this Exclusion will not apply.
9. any expenses incurred for:
 - a. mobile telephone calls, or
 - b. for landline telephone calls:
 - (i) where a Claim for Medical Expenses has not been accepted under the Policy, or
 - (ii) for which an Insured Person cannot provide a fully itemised bill.

2. Personal Belongings

A. Personal Belongings

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

Personal Belongings shall mean each of an 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 an Insured Person, including Valuables. All items of Personal Belongings must be owned by or be the legal responsibility of an Insured Person and be for an Insured Person's own use or wear.

Valuables shall mean cameras 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 PDAs, 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 gold, silver or other precious metals.

B. Personal Belongings Delay

If during a Period of Insurance all or part of an 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 the Personal Belongings section:

ACE shall not be liable for:

1. more than £300 for any one article, pair or set in respect of Personal Belongings.
2. more than £300 for Valuables or sports equipment
3. more than £75 in respect of sunglasses.
4. vehicles, motorcycles and bicycles or their accessories, caravans, trailers, tents, and other camping equipment, boats, sailing boards and other water borne craft.
5. loss or damage whilst Personal Belongings are left unattended, when an Insured Person is not in full view of and not in a position to prevent unauthorised interference with the property, 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 car and such loss is evidenced by forcible and violent entry.

6. 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.
7. 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.
8. 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.
9. loss not reported to the police within 24 hours of discovery and a report obtained.
10. loss of or damage to Valuables occurring whilst in the custody of an airline or other transport carrier.
11. 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.
12. loss due to confiscation or detention by customs or any other authority.
13. any items of household furniture, appliances, equipment or mobile telephones or their accessories, including credit balances and the like.
14. any items of business equipment.
15. loss of or damage to sports equipment whilst it is in use.

16.the Excess stated in the Policy Schedule.

Specific Conditions applicable to the Personal Belongings section:

1. An 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 an Insured Person the basis of settlement shall be the cost of the original article when new less a consideration for wear tear and depreciation. (This does not apply to precious metals/stones, jewellery or watches.)
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.

3. Money

A. Money

If during a Period of Insurance an 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 an Insured Person in respect of such loss up to the amount shown in the Schedule of Benefits for any one Journey.

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 including ski 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.

There is a limit of £250 for each adult and £50 for each child under 16 for loss or theft of cash.

B. Credit Card Misuse

If during a Period of Insurance an 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 an Insured Person or a member of an Insured Person's family, ACE will indemnify an Insured Person for such loss up to the amount shown in the Schedule of Benefits for any one Journey.

Provided that an 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 an Insured Person sustains loss of or damage to their passport during a Journey outside the United Kingdom and Country of Domicile ACE will indemnify an Insured Person 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 the amount shown in the Schedule of Benefits for any one Journey.

Specific Exclusions applicable to the Money 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 £250 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 such Money is left in a locked safe or locked safety deposit compartment and the loss is evidenced by forcible and violent entry.
7. the Excess shown in the Schedule of Benefits.

Specific Conditions applicable to the Money section:

An Insured Person shall take all reasonable precautions for the safety of their Money and any Money held in their custody or control for which they are responsible.

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 any cause outside the control of the Insured Person, ACE will indemnify the Insured Person in respect of Cancellation Expenses up to the amount shown in the Schedule for any one Journey.

Cancellation Expenses shall mean 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

B. Curtailment or Alteration to Itinerary

If during a Period of Insurance an Insured Person is forced to curtail or alter the itinerary to a planned Journey during the course of that Journey ACE will indemnify an Insured Person in respect of Curtailment or Alteration to Itinerary Expenses incurred up to the amount shown in the Schedule of Benefits for any one Journey provided that Curtailment or Alteration to Itinerary is Due To:

- a. an Insured Person becoming ill, having Complications of Pregnancy or sustaining Bodily Injury;
- b. the death, Bodily Injury, illness or Complications of Pregnancy of a

- member of an Insured Person's Immediate Family or any person with whom an Insured Person is travelling or is intending to travel;
- c. the compulsory quarantine on the order of a treating Qualified Medical Practitioner of an Insured Person or any person an Insured Person is travelling with or intending to travel with provided that such Curtailment or Alteration to Itinerary is confirmed as medically necessary by the treating Qualified Medical Practitioner;
 - d. jury service, subpoena or witness call (provided all necessary checks have been made prior to booking the Journey), subpoena or Hijack of an Insured Person or any person with whom an Insured Person is travelling or is intending to travel;
 - e. cancellation or curtailment of scheduled public transport services consequent upon adverse weather conditions, strike, riot or civil commotion;
 - f. an Insured Person necessarily having to return to the United Kingdom or Country of Domicile as a result of the death, Bodily Injury, illness or Complications of Pregnancy of any other Insured Person with whom the Journey is made;
 - g. an Insured Person's home becoming uninhabitable following fire, storm, flood, theft, subsidence or other serious damage;
 - h. an Insured Person's presence being required by the police following burglary or attempt thereat at an Insured Person's place of residence.

Curtailment or Alteration to Itinerary Expenses shall mean reasonable 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.

C. Late Arrival

If, during a Period of Insurance, the arrival of an Insured Person at the Journey destination is delayed by a period of at least 12 hours from the arrival time indicated by the carrier Due To cancellation or delay of the aircraft, sea vessel or publicly licensed conveyance (including pre-booked connecting publicly licensed transportation) on which an Insured Person has arranged to travel, and for reasons outside the control of the Insured Person, ACE will pay the amount shown in the Schedule of Benefits for any one Journey.

D. 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) on which an Insured Person has arranged to travel, and for reasons outside the control of the Insured Person, an Insured Person cancels or abandons such Journey, ACE will indemnify an Insured Person in respect of irrecoverable deposits and amounts for which an Insured Person is legally responsible, up to the amount shown in the Schedule of Benefits for any one Journey.

E. Missed Departure

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

- a. the failure of public transport due directly to strike, industrial action,

- a. adverse weather conditions, breakdown, riots and/or civil commotion, Hijack, avalanches, landslides, traffic flow congestion, or mechanical breakdown or
- b. the mechanical breakdown of, or an accident involving, the private motor vehicle in which an Insured Person is travelling to reach the international departure point, an Insured Person misses the departure of the ship, aircraft or other conveyance in which an Insured Person is booked to travel, ACE will indemnify an 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.

F. Catastrophe

If, during a Period of Insurance, an Insured Person is;

1. forced to move from their pre-booked accommodation outside the United Kingdom or their Country of Domicile following fire, natural catastrophe or medical epidemic, or
 2. is quarantined or forced to move or cut short their Journey by any local or national authority
- ACE will indemnify the Insured Person for the cost of reasonable additional travel and accommodation expenses to allow them to continue with their Journey, up to the amount shown in the Schedule of Benefits for any one Journey.

G. Withdrawal of Services

If, during a Period of Insurance, an Insured Person suffers Withdrawal of Services for at least 60 hours without a break ACE will pay up to the amounts shown in the Schedule of Benefits for any one Journey.

Withdrawal of Services shall mean the withdrawal of;

- (i) all water or electrical facilities in the Insured Persons accommodation or
- (ii) waiter/waitress services at meals or
- (iii) kitchen services of such a nature that no food is served or
- (iv) room cleaning services

Specific Conditions applicable to the Disruption Section concerning cover for Complications of Pregnancy:

If the Insured Person is travelling between the 28th – 35th (inclusive) weeks of pregnancy they must provide a medical certificate issued by a Qualified General Practitioner or midwife confirming the number of weeks of pregnancy and that they are fit to travel on the Journey. The certificate must be dated no earlier than 5 days before the outbound travel date.

Specific Conditions applicable to the Disruption 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 Bodily Injury where Cancellation, Curtailment or Alteration to Itinerary has not been confirmed as medically necessary by a Qualified Medical Practitioner.
3. any unused pre-paid return travel tickets where repatriation has been made.
4. any costs or charges paid or discharged by the use of promotional vouchers or awards of any description.
5. any expenses incurred as a result of

- disinclination to travel or the change in financial circumstances or unemployment or change of employment of an Insured Person.
6. 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 an Insured Person.
 7. any expenses incurred as a result of regulations or order made by any Public Authority or Government.
 8. any expenses incurred Due To the Foreign and Commonwealth Office advising against travel to a Journey destination.
 9. any expenses incurred as a result of strike or labour dispute which existed or for which advance warning had been given before the date on which the insured Journey was booked.
 10. (Applicable to the Late Arrival and Abandonment sub-sections 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 a cause outside the control of the Insured Person
 - (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.
 11. any expenses for any condition or set of circumstances known to an Insured Person at the time of booking the Journey where such conditions or set of circumstances could reasonably have

- been expected to give rise to the Disruption of a Journey.
12. (Applicable to Late Arrival and Withdrawal of Services)

If the Journey is booked within four weeks of departure
 13. the Excess shown in the Schedule of Benefits

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 the Benefit Amount shown in the Schedule of Benefits for:

- A. Death**
- B. Loss of Limb(s)**
- C. Loss of Sight**
- D. Permanent Total Disablement**

Only one of these benefits will be payable to any one Insured Person as a result of any one Accident.

1. Loss of Limb shall mean in respect of:
 - a. an arm - physical severance or total loss of use at or above the wrist joint; and
 - b. a leg - physical severance or total loss of use above the level of the ankle (talo-tibial joint).
2. Loss of Sight shall be deemed to have occurred:
 - a. in both eyes when an 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 an 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.
3. Permanent Disabling Injury shall mean disability which has lasted for at least 12 months and from which ACE believes an Insured Person will never recover.
4. 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 Conditions applicable to the Personal Injury section:

1. 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 an Insured Person's personal representatives that if the belief is subsequently found to be wrong such Death Benefit Amount shall be refunded to ACE.
2. 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.
3. Any contributory degenerative condition or disability known by an 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.
4. Benefit A is limited to £1,000 in respect of Beneficiaries under the age of 16 years at the date of sustaining Bodily Injury.

5. Benefits A, B and C are limited to £1,000 in respect of Beneficiaries over the age of 65 years at the date of sustaining Bodily Injury.

Specific Exclusions applicable to the Personal Injury section:

ACE shall not be liable:

1. if Bodily Injury results from an 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 an Insured Person is not in gainful employment or above the State Retirement Age.

6. Personal Liability

If an 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 an Insured Person 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 an Insured Person;

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 the Personal Liability 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 Insured when such injury arises out of and in the course of their employment by the Insured.
 - b. a member of an 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 an Insured Person other than rented accommodation occupied by an 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 an 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 rented accommodation occupied by an 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 an 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. the cost of punitive or exemplary damages.
8. fines, liquidated damages or under any penalty clause.
9. the Excess shown in the Policy Schedule

Specific Conditions applicable to the Personal Liability 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 an Insured Person's name the defence or settlement of any claim or to

- prosecute in an 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 an 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 an 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. An Insured Person shall as though they were the Insured 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 an Insured Person or not covering the same liability ACE shall not be liable to indemnify an 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.

7. Overseas Legal Expenses

If during a Period of Insurance and whilst undertaking a Journey outside the United Kingdom or Country of Domicile 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.

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 an 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 the Overseas Legal Expenses 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 an 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 Insured.
8. actions between Beneficiaries 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 a 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 an 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.

Special Conditions applicable to the Overseas Legal Expenses 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. 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, an Insured Person does not have to accept the Legal Representatives chosen by ACE. An 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 an Insured Person can propose Legal Representatives by sending ACE the proposed Legal Representatives' name and address. ACE may choose not to accept an 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 an 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 an 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, an 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 an Insured Person.
9. ACE may at its discretion require the

Insured Person to obtain at the expense of an Insured Person an opinion of a barrister agreed by an 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 an 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 an 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. An 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 an 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 are also the insurers of the third party or proposed defendant to the claim or legal proceedings, an Insured Person has the right to select and appoint other Legal Representatives in accordance with the terms of this Insurance.

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 an Insured Person is a minor ACE will pay Legal Expenses incurred by the Parent or Legal Guardian acting for such minor.

8. Winter Sports

This cover is provided only if the Insured Person is under 65.

Below are the details of cover which is provided automatically for up to a maximum of 17 days in any 12 month period.

1. The Insured Person will be covered under all sections for all winter sports except for ski racing in major events, ski jumping, ice hockey and using bobsleighs and skeletons
2. There is no cover for winter sports equipment under Section 2 Personal Belongings. The cover for winter sports equipment is detailed below.
3. Ski lift passes are regarded as money and cover is included under Section 3 Money.

The additional cover provide for winter sports is described below

If during a Period of Insurance an Insured Person sustains loss of or damage during a Journey ACE will indemnify an Insured Person in respect of such loss or damage as shown in this Section and up to the amount shown in the Schedule of Benefits for any one Journey.

A. Own Equipment – snowboard, skis (including bindings) boots and pole

Age of Item	% of original purchase-price insured
Up to 6 months	80%
6 months to 1 year	60%
1 to 2 years	50%
2 to 3 years	40%
3 to 4 years	30%
4 to 5 years	20%
Over 5 years	10%

In addition;

The Insured Person will be covered for repair costs up to the % values shown if the equipment is damaged.

If any hired equipment is lost, stolen or damaged, ACE will pay up to £100 for replacement or repair if the Insured Person is held responsible.

B. Equipment Hire – snowboard, skis (including bindings) boots and poles

If the Insured Persons own equipment is lost, stolen or damaged ACE will pay up to £10 per day for the reasonable cost of hiring replacement equipment.

C. Ski pack – lessons, hire, lift pass

If during a Period of Insurance an Insured Person becomes ill, has Complications of Pregnancy or sustains injury during a Journey

ACE will indemnify an Insured Person for the costs of the part of the ski pack which cannot be used up to the amount shown in the Schedule of Benefits for any one Journey.

D. Piste Closure – applies to Journey's starting after 1st January and ending before 10th April

If during a Period of Insurance, and the dates stated above, the weather prevents an Insured Person from skiing at the resort they were booked into ACE will pay up to £30 per day for reasonable transport costs to get to a different resort and for the cost of a lift pass there.

If transport is not possible, ACE will pay £30 for each whole day's skiing lost, up to the amount shown in the Schedule of Benefits for any one Journey.

E. Avalanche Closure

If during a Period of Insurance, an Insured Persons arrival at, or departure from, their resort is delayed due to avalanche, landslide or landslip ACE will pay up to £25 for each full 24 hour delay to cover reasonable additional travel and accommodation up to the amount shown in the Schedule of Benefits for any one Journey.

Specific Conditions applicable to the Winter Sports section:

1. The Insured Person must take proper care of equipment as if not insured
2. The Insured Person must keep any damaged equipment for ACE to inspect. If ACE make a payment for that property, it will then belong to ACE
3. Piste closure cover only applies for as long as there are poor snow conditions at the Insured Persons resort

4. Piste closure cover only applies if the Insured Persons resort area has ski facilities above 1600 metres
5. For a Piste closure claim the Insured Person must get written confirmation from the appropriate authority to confirm that the Piste was closed or that it was not possible to travel to another resort

Specific Exclusions applicable to the Winter Sports section:

ACE shall not be liable for;

1. Loss of equipment unless a "carrier's report" or a "property irregularity report" is obtained.
2. Loss or theft of equipment not reported to the police within 24 hours and obtaining a police report
3. Loss or damage caused by delay, wear and tear, moths, vermin, weather and atmospheric conditions or mechanical failure
4. More than £250 for any one snowboard or pair of skis, including bindings, boots or poles
5. Piste closure cover for Journeys booked within 14 days of date of departure
6. Avalanche closure cover if any tour operator pays for an Insured Persons additional travel and accommodation expenses
7. The Excess stated in the Schedule of Benefits

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 or Partner attains the age of 65 years.
 - ii. a Child or Grandchild attains the age of 18 years, or 22 years if still in full-time education.
2. ACE shall not be liable for payment of any benefit for Bodily Injury, loss or expense:
 - a. to any Insured Person who is a professional sportsperson or professional entertainer.
 - b. where any person other than the Member undertakes the Journey for Business Purposes of the Insured 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 an Insured Person.
 - c. any indirect consequences of the event which gave rise to such Bodily Injury, loss or expense unless specifically stated in the Policy.
 - d. an Insured Person engaging in aviation as a pilot or crew member of a fixed wing or rotary propelled aircraft or in Air Sports.
 - e. an Insured Person engaging in Hazardous Activities.
 - f. an Insured Person travelling on a motor cycle over 125 cc unless a valid United Kingdom licence is held by an Insured Person for that machine and a secured safety helmet was worn at the time of sustaining Bodily Injury.
 - g. an Insured Person engaging in scuba diving unless:
 - i. an Insured Person is diving to a depth of less than 40 metres and
 - ii. an Insured Person has a

- Professional Association of Diving Instructors (PADI) or equivalent qualification or is being supervised by a PADI or equivalent qualified instructor.
- h. an 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.
- i. War in the United Kingdom or Country of Domicile

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 Insured 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 Insured or an Insured Person or their personal representatives do not comply with any obligation to act in ascertain 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 nondisclosure of any material particular by or on behalf of the Insured, Member or Insured Person.
6. If at the time of a Claim there is any other insurance in place with another insurer covering the same risk ACE will be entitled to seek a contribution from that insurer.
7. The Contracts (Rights of Third Parties) Act 1999 or any amendment thereto shall not apply to this Policy. Only ACE and the Insured or Member 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.
8. ACE may cancel
 - a. this Policy or
 - b. the Insurance in respect of any one Member
 by giving 30 days written notice to the Insured 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.
9. It is hereby agreed between ACE and the Insured 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.

10. If an Insured Person is the victim of Hijack or Kidnap the Insurance provided by this Policy shall continue for a period not exceeding 12 months from the date of Hijack or Kidnap until such time as an Insured Person has returned to their place of residence.

11. ACE is required to notify the Insured and Member that other taxes or costs may exist which are not imposed by ACE.

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:
ACE European Group Ltd
200 Broomielaw, Glasgow G1 4RU.
Tel: +44 (0)845 841 0059
Fax: +44 (0)141 285 2999
e-mail: ah.ukclaims@acegroup.com
within 60 days or as soon as possible after the date of the occurrence.
2. An 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 Insured or anyone acting on the Insured's behalf or by an Insured Person or any

Member's legal representatives to obtain benefit under this Policy ACE shall be under no liability in respect of such Claim.

4. An 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 an 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 an Insured Person's name, address and Policy Number.
Tel: +44 (0)845 841 0056
Fax: +44 (0)141 285 2901
e-mail: a&hcustserv.complaints@acegroup.com

The Financial Ombudsman Service (FOS) may be approached for assistance 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 your Statutory Rights a Member should contact the Office of Fair Trading or Citizens Advice Bureau.

Financial Services Compensation Scheme

In the unlikely event of ACE being unable to meet its liabilities, an Insured Person may be entitled to compensation under the Financial Services Compensation Scheme. Their contact details are:
Financial Services Compensation Scheme
7th Floor Lloyds Chambers,
Portsooken Street,
London E1 8BN,
Tel: 020 7892 7300 Fax: 020 7892 7301
e-mail: enquiries@fscs.org.uk
Web Site: 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 Insured'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 Insured or Member has provided information about another person in connection with the purchase and performance of this insurance Policy, ACE will assume they have appointed the Insured or Member 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 Insured and/or the Beneficiaries only for so long as it is appropriate. In accordance with an individual's Subject Access rights, when asked, ACE will tell any Insured and/or Member 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.

In the event of a query contact:

George Burrows

13 Piries Place, Horsham,
West Sussex, RH12 1EH.

tel: 01403 327719

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