

Kent Police Federation

Worldwide Travel Insurance Policy

Policy Number: UKBOTC47187
1st April 2012 - 31st March 2013



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Introduction

Arranged on behalf of the Kent Police Federation, this policy provides cover for the scheme member, his/her spouse or cohabiting partner and their dependent children/grandchildren living with them and in full time education under the age of 22.

The Annual multi-trip policy provides worldwide cover for trips of up to 31 days duration and allows those insured under the policy to travel either together or separately. Trips within the United Kingdom are included provided they involve at least one nights' pre-booked and paid for accommodation.

Please take time to read all sections of the policy to make sure that you understand the terms, conditions and exclusions before you travel. If you have any further questions about the cover please contact George Burrows on 01403 327719, by email: info@georgeburrows.com or write to:

George Burrows, St Mark's Court, Chart Way, Horsham, West Sussex RH12 1RZ

Useful Telephone Numbers

**Travel claims:
0845 841 0059**

**ACE Assistance:
+44 20 7173 7798**

Travel Insurance Policy Schedule

Policy Number :	UKBOTC47187
Intermediary :	George Burrows, St Mark's Court, Chart Way, Horsham, West Sussex RH12 1RZ 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 2012 To: 31st March 2013 (both dates inclusive) (b) And any subsequent period for which ACE agrees to accept cover
Renewal Date :	1st April 2013 and annually thereafter
Premium Inclusive of Insurance Premium Tax @ 20% :	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 2012

Travel Insurance Schedule of Benefits

Insured Person:

Any **Member, Partner, Children** and Dependant **Grandchildren**.

Please note:

Members are covered up to the age of 65 years. **Partners** of eligible **Members** are covered up to the age of 85 years. **Children** and dependant **Grandchildren** 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		EXCESS per Person per Claim
	Within the United Kingdom	Outside the United Kingdom	
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	£1,500	£1,500	£40
Single article limit	£300	£300	
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	Nil

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	Nil
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			
This section only applies to Members who are habitually resident in the UK	Not Insured	£25,000	Nil
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

Dangerous Activities

Within the policy, for example under Section 1 - Medical, **Insured Persons** are not covered for claims caused by taking part in **Hazardous Activities**, engaging in aviation as a pilot or crew member of a fixed wing or rotary propelled aircraft or in **Air Sports** or doing any other dangerous activity.

STANDARD ACE TRAVEL INSURANCE COVER INCLUDES THE FOLLOWING:

Abseiling - professionally organised and supervised
Archery - properly supervised
Camel riding - not racing
Canoeing / rafting / white water rafting - up to category 2
Catamaran sailing* - up to 12 miles from coast only and not racing
Clay-pigeon shooting - organised event
Cycling - as transport only
Deep-sea fishing / game fishing
Dinghy sailing* - up to 12 miles from coast only and not racing
Dry slope skiing
Fell walking - no picks or ropes
Fishing
Football - not professional, semi-professional or major competition or tournament
Gliding - not piloting & subject to flying with qualified pilot
Go-karting up to 120cc*
Hiking / walking / trekking - no ropes or equipment and on recognised routes
Horse riding - excludes jumping, hunting and competition
Hot air ballooning - licensed operation only, not piloting
Jet skiing*
Marathon running - not professional
Mountain biking
Orienteering
Paint balling / war games
Paragliding / parascending - over water only when attached to a speedboat
Pony trekking
Quad Biking - only if wearing a helmet and protective clothing and in a controlled

environment and not participating in any race or competition, and the quad bike is not more than 125cc

Scuba diving to 30 metres - (increased to 40 metres if an **Insured Person** holds a recognised diving qualification which shows the **Insured Person** is competent to make the dive)

Snorkelling
Surfing
Waterskiing
Wind surfing

WINTER SPORTS COVER INCLUDES THE FOLLOWING:

Cross-country skiing
Curling
Downhill skiing
Heli skiing*
Ice skating
Mogul skiing
Monoskiing
Skiing on-piste
Skiing off-piste - with a qualified instructor
Snowboarding on-piste
Snowboarding off-piste - with a qualified instructor
Snowmobiling*
Tobogganing

The policy may not cover **Insured Persons** going to do any activity that ACE may consider to be dangerous and that is not listed above, or if an **Insured Person** takes part in any competition. Please contact George Burrows on 01403 327719 to contact us to see if we can provide cover.

*Under Section 6 - Personal Liability), an **Insured Person** will not be covered for liability caused directly or indirectly by owning or using any aircraft, hovercraft, watercraft or mechanically propelled vehicle.

ACE Assistance

Consistent with its philosophy of customer care, ACE has arranged a number of assistance services.

To access **ACE Assistance**, simply call: **+44(0) 207 173 7798**

To help monitor and improve service standards, calls may be recorded.

You will be requested to provide your name; your organisation's name; the nature of the assistance needed and a contact number or address where you can be reached.

1. Pre-Travel Assistance

Planning a trip can be a journey in itself. That is why there is a pre-travel helpline on hand to provide support and assistance for travel enquiries ranging from visa queries to inoculations required.

2. Travel Assistance

If during a **Period of Insurance** the **Insured Person** requires medical or personal assistance or advice during a **Journey** they may call **ACE Assistance** in respect of:

a) Medical Assistance

- i) **24 hour service**
24 hours a day, 365 days a year multi-lingual service.
- ii) **Medical Expertise**
On hand for advice, referral or treatment.
- iii) **Air Ambulance**
Emergency repatriation including use of air ambulance or scheduled flights as necessary and appropriate.
- iv) **Local payment of hospital bills**
No need for the **Insured Person** to use their own cash.
- v) **Drug replacement**
Replacement of essential maintenance medication or drugs.

b) Non-medical Assistance

- i) **Replacing Lost or Stolen Documents**
Help with replacement of lost or stolen passport, tickets, or other travel documents.
- ii) **Cancelling Credit Cards**
Advice on cancellation of lost or stolen credit, debit or charge cards or travellers cheques.

iii) Emergency Cash

Advance of emergency funds following loss or theft of money overseas. (Temporary loan only - **Insured Person** will be required to provide proof of ability to repay.)

iv) Lost luggage location

Help with the tracking of lost luggage.

v) Business Documents and messages

Forwarding essential business documents and urgent messages. (Assistance only – no insurance cover).

vi) Legal advice

vii) Interpreters

The provision of interpreters at business meetings or the translation of documents. (Assistance only – no insurance cover).

Additional Services

You may also choose to consider the following services which are totally independent of and are not part of this policy:

1. Foreign & Commonwealth Office Travel Advice

The Foreign & Commonwealth Office periodically issue guidelines about locations around the world and whether it is advisable to travel to, or within, such locations. It is a strongly recommended that you consult the travel advice section of the Foreign & Commonwealth Office website (www.fco.gov.uk) before allowing an **Insured Person** to travel.

2. European Health Insurance Card (EHIC)

If you intend travelling to countries within the European Economic Area (all EU countries plus Iceland, Liechtenstein, and Norway) ACE advises you to obtain a European Health Insurance Card (EHIC) to take with you when you travel.

A person can apply for an EHIC:

- a) by phone on 0845 606 2030
- b) by post using an EHIC form available from the Post Office
- c) on-line at www.ehic.org.uk

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

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 bungee jumping (unless incidental to the main trip and no more than 3 jumps), hang-gliding, microlighting, parachuting, para-gliding 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 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 or doing any other dangerous activity that is not listed or have been agreed with by ACE prior to commencement of trip.

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 one night 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. **Natural Disaster** shall mean hurricane, tornado, storm, high water, wind, driven water, tsunami, earthquake, volcanic eruption, landslide, snowstorm or natural fire.
23. **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.
24. **Partner** shall mean a person under the age of 85 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.
25. **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.
26. **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.
27. **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:

- a. an **Insured Person**
 - b. a relative of an **Insured Person**.
28. **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.
29. **United Kingdom** for the purposes of this Policy shall mean England, Scotland, Wales and Northern Ireland (excluding Channel Islands and the Isle of Man).
30. **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.
31. **£** 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:

1. for travel and Accommodation expenses of an **Insured Person** incurred in returning to the **United Kingdom** or Country of Domicile.
2. 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**.
3. a. for funeral expenses incurred in the burial or cremation of an **Insured Person** outside the **United Kingdom** or **Country of Domicile**.
- b. in transporting an **Insured Person's** body or ashes for burial in the United Kingdom or **Country of Domicile** (excluding funeral and interment costs).
- c. 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:

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 **Insured** or an **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 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), 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 locked accommodation, 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** 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

- e. 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, **Natural Disaster** (subject to Specific Conditions 2 and 3), 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) in which the **Insured Person** has arranged to travel **Due To** strike, industrial action, adverse weather conditions, **Natural Disaster** (subject to Specific Conditions 2 and 3), mechanical breakdown or structural defect affecting that aircraft, sea vessel, or publicly licensed conveyance, 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**. Claims in respect of **Natural Disaster** will be subject to specific conditions 2 and 3.

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, adverse weather conditions, **Natural Disaster** (subject to Specific Conditions 2 and 3), 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 Disaster** 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:

1. 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.
2. The cover provided for Natural Disaster in paragraphs A, B, C, D, E and F of this Disruption section will only apply when any recognised government body, acting on behalf of such government, of the country to or from which the **Insured Person** is travelling has issued a directive:
 - prohibiting all travel to or from or
 - recommending evacuation from the country or specific area or event to which the **Insured Person** was travelling provided that the directive came into force after the **Insured Person** purchased this insurance or booked the **Journey** (whichever is the latter), or in the case of Curtailment or Alteration to Itinerary, after the **Insured Person** had left the United Kingdom or Country of Domicile to commence the **Journey**.
3. The cover provided for Natural Disaster in paragraphs A, B, C, D, E and F of this Disruption section will only apply when the **Insured Person** is unable to recover their incurred expenses through any other means.

Specific Exclusions applicable to the Disruptions 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. This exclusion shall not apply to the specific cover provided in this Disruption section for **Natural Disaster**.
8. any expenses incurred **Due To** the Foreign and Commonwealth Office advising against travel to a **Journey** destination. This exclusion shall not apply to the specific cover provided in this Disruption section for **Natural Disaster**.
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.
4. if **Bodily Injury** results from bungee jumping.

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
 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**.

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. 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 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 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 Provision 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 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 provided 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 poles

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 Person's** 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 Person's** 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 Person's** resort
4. Piste closure cover only applies if the **Insured Person's** 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 Person's** 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** attains the age of 65 years.
 - ii. a **Partner** attains the age of 85 years.
 - iii. 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.
 12. ACE reserves 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:
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,
Portoken Street,
London E1 8BN,
Tel: 0800 678 1100 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.

Notes

In the event of a query contact:

George Burrows

St Mark's Court, Chart Way,
Horsham, West Sussex, RH12 1RZ.

tel: 01403 327719

fax: 01403 327778

E-mail: info@georgeburrows.com



ACE European Group Limited

Main Business: General Insurance.
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Authorised and regulated by the
Financial Services Authority (FSA).
Registration Number: FRN202803.
Full details can be found on the
Financial Services Authority's
register by visiting:
www.fsa.gov.uk or by contacting the
FSA on 0845 606 1234