

# LAL Language Centres UK Ltd

## **Studentguard+** **Group Travel** **Insurance Policy**

**Insurer:**

ACE European Group Limited  
Main business – General Insurance.  
Registered in England No. 1112892.  
Head Office: ACE Building, 100 Leadenhall Street, London, EC3A 3BP.  
[www.aceeuropeangroup.com](http://www.aceeuropeangroup.com)

ACE is authorised and regulated by the Financial Services Authority (FSA). FSA Firm Reference Number FRN202803.

Full details can be found on the FSA's Register by visiting <http://www.fsa.gov.uk> or by contacting the FSA on 0300 500 5000

ACE Claims and Customer Service Centre:  
200 Broomielaw, Glasgow G1 4RU.  
Telephone: 0845 841 0056 (within UK only)  
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# Group Travel Insurance – Policy Schedule

<b>Policy Number</b>	UKBSTC 52885
<b>Intermediary</b>	Gibbs Denley Insurance Services.
<b>The Group Policyholder</b>	LAL Language Centres UK Ltd
<b>Address</b>	Allied House 29-39 London Road Twickenham Middx TW1 3SZ
<b>Business</b>	Language School
<b>Period of Insurance</b>	From: 9 <sup>th</sup> May 2011 To: 8 <sup>th</sup> May 2012  a) Cover in respect of each Insured Person will commence as soon as the Premium is paid by or on behalf of the Policyholder to the Group Policyholder, on or after the commencement of the Period of Insurance.  b) For each Premium paid, ACE will provide cover from the Effective Date for the duration of the Journey for which the Premium has been paid.
<b>Premium:</b>	As agreed between ACE and The Group Policyholder and as declared to ACE. (Inclusive of IPT @ 20.00%)
<b>Declarations:</b>	LAL Language Centres UK Ltd and subsidiary companies must forward monthly Declarations confirming: a) The number and names of all Insured Persons for whom cover has been requested; b) The commencement date of the Academic Course; c) The duration of cover; and d) The Premium due to ACE from each Policyholder.  Declarations and the Premium due to ACE must be sent to ACE within 30 days of the end of each preceding month.
<b>Date of issue:</b>	<b>Tuesday, 17 May 2011</b>

# Travel Insurance – Schedule of Benefits

**Insured Persons** Any person aged 7 years or more but less than 70 years who has booked an Academic Course with the Policyholder and for whom the appropriate Premium has been paid.

**Journey/Effective Time** Any trip booked or undertaken within the Period of Insurance by an Insured Person for the purpose of attending an Academic Course with the Policyholder in the United Kingdom involving travel outside the Insured Person's Country of Domicile, including incidental holiday travel within Europe up to a maximum of 7 days per trip.

Sections	Sub-sections	Benefit Amount/Limit of Indemnity	Excess
1. Cancellation and Curtailment	i. Cancellation, Curtailment, Alteration to Itinerary ii. Travel Delay a) After 12 hours b) For each 12-hour period thereafter c) Maximum payable any one journey (this must not exceed the cost of the journey) d) Abandonment iii. Additional Travel and Accommodation Expenses	i. £7,500  ii. a) £20 b) £20  c) £1,000  d) £7,500 iii. £1,000	Nil         Nil Nil         Nil Nil
2. Course Fees		Up to £7,500	Nil
3. Medical	i. Medical Expenses ii. Travel and Accommodation Expenses iii. Emergency Repatriation Expenses	i. Unlimited ii. £5,000 iii. Unlimited	£25 Nil Nil
4. Personal Belongings	i. Personal Belongings ii. Personal Belongings Delay	i. £2,000 ii. £100	£25
5. Money	i. Money  ii. Credit Card Misuse iii. Emergency Replacement of Passport	i. £250 (max £100 in respect of coins and/or banknotes) ii. £250 iii. £250	£25  Nil Nil
6. Personal Liability		£2,000,000	Nil
7. Personal Injury		£25,000	

### Aggregate Limit of Liability

ACE shall not be liable for any amount in excess of the amounts shown below. If the aggregate amount of all benefits payable exceeds that amount the benefit payable for each Insured Person shall be proportionately reduced until the total of all benefits does not exceed the Aggregate Limit.

Per Journey or event overall under the Section 1. Cancellation and Curtailment.	<b>£50,000</b>
Per Journey or event overall under Section 2. Course Fees	<b>£50,000</b>
Per Event overall under Section 7. Personal Injury	<b>£1,000,000</b>

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# Insurance Agreement

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

The Policyholder will pay the Premium as agreed.

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

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



Andrew Kendrick  
Chairman and CEO  
ACE European Group Limited

# ACE Assistance

## 1. Pre-Travel Information

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

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

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

for pre-travel information on:

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

## 2. Travel Assistance

If during a Period of Insurance an Insured Person requires medical assistance or advice during a Journey he or she may call ACE Assistance on:

From within the UK: 020 7173 7798

From outside the UK: +44 20 7173 7798

in respect of:

- Medical expenses
- Emergency repatriation
- Local payment of hospital bills; or
- Replacement of essential maintenance medication or drugs.

Insured Persons should ensure that they have details of this Policy, including the Policy Number and Period of Insurance, when calling.

# General Definitions

£ shall mean United Kingdom pounds sterling

**Academic Course** shall mean any educational course run by the Policyholder.

**Accident** shall mean a sudden, violent, external, unforeseen and identifiable event and the word Accidental shall be construed accordingly. 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.

**ACE Assistance** shall mean the travel assistance and emergency medical and repatriation services – organised by ACE.

**Benefit Amount** (or Limit of Liability in respect of Section 6. Personal Liability) shall mean the maximum amount ACE can pay as shown in the Schedule of Benefits.

**Bodily Injury** shall mean 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 in the Insured Person's death or disablement or the incurring of Medical Expenses.

**Commencement Date** shall mean the day, month and year shown after From: in the Period of Insurance in the Policy Schedule for the insurance to start.

**Country of Domicile** shall mean:

- a) either the country which is the Insured Person's regular place of abode prior to the commencement of the Journey, or:
- b) any country for which the Insured Person holds a valid passport.

**Europe** shall mean Albania, Andorra, Austria, Belarus, Belgium, Bosnia-Herzegovina, Bulgaria, Canary Islands, Channel Islands, Croatia, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Ireland, Isle of Man, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Madeira, Mediterranean Islands (including Majorca, Menorca, Ibiza; Corsica; Sardinia; Sicily; Malta, Gozo; Crete, Rhodes and other Greek Islands; Northern and Southern Cyprus), Moldova, Monaco, Montenegro, Morocco, Netherlands, Norway, Poland, Portugal, Romania, Russian Federation (West of Urals), San Marino, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Tunisia, Turkey, Ukraine, **United Kingdom**, Vatican City.

**Excess** shall mean the amount specified in the Schedule of Benefits, which the Policyholder must bear except for a claim for:

- a) Medical Expenses in European Union countries where this will be waived where a reduction in cost is obtained using a European Health Insurance Card.

**Gibbs Denley** shall mean Gibbs Denley Insurance Services, Crystal House, Buckingham Business Park, Swavesey, Cambridge CB4 5UL; authorised and regulated by the Financial Services Authority, registration number 148054.

**Group Policyholder** shall mean the person, firm, company or organisation named as the Group Policyholder in the Group Policy Schedule.

**Incidental Holiday** shall mean trips, other than those organised by the Educational Establishment:

1. Outside the Insured Person's Country of Domicile;
2. Involving pre-booked travel or accommodation;
3. Devoted entirely to pleasure, rest and relaxation; and
4. Taking place before or after the Academic Course or during vacations recognised by the Educational Establishment.

**Insured Persons** shall mean any category of person described under this heading on the Group Policy Schedule.

**Hijack** shall mean unlawful seizure or taking control of an aircraft or conveyance in which the Insured Person is travelling as a passenger.

**Hospital** shall mean any establishment which is registered or licensed as a medical or surgical hospital in the country in which it is located and where the Insured Person is under the constant supervision of a Qualified Medical Practitioner.

**Journey** shall mean any trip described in the Schedule of Benefits.

**Partner** means the Insured Person's:

- a) spouse; or
- b) civil partner registered pursuant to the Civil Partnership Act; or
- c) someone of either sex with whom the Insured Person has been living as though they were their spouse for at least 3 months.

**Period of Insurance** shall mean, in respect of:

- a) the Group Policyholder the period between and inclusive of the dates shown From: and To: on the Policy Schedule commencing at 00.01 hours on the earliest date shown and expiring at midnight on the latest date shown;
- b) an Insured Person, the periods shown in the Policy Schedule commencing at 00.01 hours on the date the Journey has been booked by the Insured Person and expiring at midnight on the last day of the Journey for which the Premium has been paid.

Cover for Cancellation under the Cancellation and curtailment Section of the Policy begins on the date the Journey has been booked by the Insured Person and ends when the Insured Person leaves home to commence the Journey or expiry of the Period of Insurance (whichever comes first). Cover under all other Sections begins when the Insured Person leaves home during the Period of Insurance to commence the Journey and ends upon the Insured Person's return home or expiry of the Period of Insurance (whichever comes first). Dates refer to Local Standard Time at the address of the Group Policyholder or Insured Person as appropriate.

**Policyholder** shall mean Insured Person, except in the case of Insured Persons under the age of 18 years when the Policyholder shall be the parent or legal guardian of such Insured Person.

**Premium** shall mean the amount shown or referred to in 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.

**Public Conveyance** shall mean an air, land or water vehicle operated under licence for the transportation of fare-paying passengers.

**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:

1. an Insured Person; or
2. a member of the immediate family of an Insured Person unless approved by ACE.

**Specific Definitions, Specific Exclusions and Specific Conditions** shall mean those definitions, exclusions and conditions more particularly stated in the Sections or sub-Sections to which they specifically apply.

**Strike or Industrial Action** shall mean any form of industrial action taken by workers which is carried on with the intention of preventing, restricting, or otherwise interfering with the production of goods or the provision of services.

**United Kingdom** shall mean England, Scotland, Wales and Northern Ireland (excluding the Isle of

Man and the Channel Islands).

**War** shall mean armed conflict between nations, invasion, act of foreign enemy, civil war, military or usurped power.

**Winter Sports** shall mean any outdoor winter pursuits or sports including the following:

- skiing (including skiing outside the area of the normal compacted snow or ski slope i.e. off-piste);
- tobogganing;
- snow boarding;
- ice skating;
- ski or ski bob racing;
- mono skiing;
- ski jumping;
- ski boarding;
- ice hockey; or
- the use of bobsleighs or skeletons.

**PLEASE NOTE that Specific Definitions relating to individual Sections or sub-Sections of this Policy are located in the appropriate Sections or sub-Sections.**

## General Conditions

1. This Policy, including the Policy Schedule, Schedule of Benefits and endorsements, if any, shall be read together as one contract and any word or expression to which specific meaning has been attached shall unless the context otherwise requires bear such meaning wherever it may appear.
2. The Group Policyholder shall give written notice within a reasonable time of any alteration in the Group Policyholder's business.
3. ACE may cancel this Policy or the insurance in respect of any one Insured Person by giving 30 days written notice to the Policyholder at their last known address and in such event the Premium for the period up to the date when the cancellation takes effect shall be calculated and ACE shall promptly return any unearned portion of the Premium paid.
4. Where the Group Policyholder, Policyholder or an Insured Person or their personal representatives do not comply with any obligation to act in a certain way specified in this Policy ACE reserves the right not to pay a claim.
5. If an Insured Person is the victim of a Hijack the insurance provided by this Policy shall continue for a period not exceeding twelve months from the date of Hijack to enable the Insured Person to complete the original Journey or to return to the Country of Domicile.
6. The benefits under this Policy may not be assigned by the Group Policyholder, Policyholder, Insured Person or their personal representatives. ACE shall not be bound to accept or be affected by any notice or any trust, charge, lien, purported assignment or other dealing with or relating to this Policy.
7. This Policy will be voidable in the event of misrepresentation, misdescription or non-disclosure of any material particular by or on behalf of the Policyholder.
8. It is hereby agreed between ACE and the Group Policyholder that:
  - a) this Policy shall be governed and construed in accordance with the Law of England and Wales and the English Courts alone shall have jurisdiction in any dispute.

- b) Communication of and in connection with this Policy shall be in the English language.
9. If it has been agreed that any part of the Premium, being based on estimated numbers, is adjustable then the Group Policyholder shall within 30 days of the end of the Period of Insurance provide the actual numbers to ACE and the Premium will be adjusted accordingly.
10. The Contracts (Rights of Third Parties) Act 1999 or any amendment thereto shall not apply to this Policy. Only ACE and the Policyholder 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.
11. The Group Policyholder and Insured Person must take ordinary and reasonable care to avoid or minimise loss, damage, Accident, injury, Bodily Injury or illness as though not insured. If ACE believes that an Insured Person has not taken reasonable care of property, the claim may not be paid. The items insured under this Policy must be maintained in good condition and kept in good repair.
12. Where the Group Policyholder or an Insured Person or their personal representatives do not comply with any obligation to act in a certain way specified in this Policy ACE reserves the right not to pay a claim.
13. It is the Group Policyholder's and the Policyholder's responsibility to provide complete and accurate information to ACE when applying for the Policy and throughout the life of this Policy. It is important that the Group Policyholder (and Policyholder where appropriate) ensures all statements made in the application, over the telephone, on claim forms and other documents are full and accurate. Please note that if the Group Policyholder/ Policyholder fails to disclose any material information to

**PLEASE NOTE that Specific Conditions relating to the individual Sections and sub-Sections of this Policy are located and contained in the appropriate Sections or sub-Sections.**

## **Section 1. Cancellation and Curtailment**

### **Sub-Section (i) Cancellation/Curtailment/ Alteration to Itinerary**

If during a Period of Insurance, an Insured Person is forced to:

1. cancel any part of a planned Journey prior to the commencement of that Journey; or,
  2. curtail or alter the itinerary of any part of a planned Journey during the course of that Journey,
- as the direct and necessary result of any cause outside of the control of the Insured person ACE will indemnify the Policyholder in respect of such Cancellation, Curtailment or Alteration of Itinerary Expenses incurred up to the Benefit Amount of £7,500 for any one Journey.

### **Sub-Section (ii) Travel Delay and Abandonment**

If during a Period of Insurance an Insured Person is delayed for at least 12 hours from the scheduled departure time (as shown on the travel ticket) of the outbound journey from the Country of Domicile or the return journey to the Country of Domicile because the scheduled departure of a Public Conveyance is delayed due to a Strike or Industrial Action, adverse weather conditions, traffic flow congestion, mechanical breakdown or structural defect, ACE will pay the Benefit Amount of:

1.
  - a) £20 for the first 12-hour delay; and then;

- b) £20 for each full 12-hour delay thereafter, up to £1,000 or the cost of the **Journey**, whichever is lesser; or
2. up to £7,500 less the Excess in respect of Curtailment Expenses incurred if the Insured Person abandons his/her Journey after a delay of at least 12 hours of the scheduled departure time from the Country of Domicile.

### **Sub-Section (iii) Additional travel and accommodation expenses**

If during a Period of Insurance as a result of the failure of a Public Conveyance due directly to a Strike or Industrial Action, adverse weather conditions, traffic flow congestion, default or financial failure or mechanical breakdown an Insured Person misses the international departure of such Public Conveyance on which the Insured Person is booked to travel from:

1. the Country of Domicile at the commencement of the Journey; or,
2. the initial point of departure at the end of the Journey,

ACE will indemnify the Insured Person in respect of reasonable additional travel and accommodation expenses incurred to reach the scheduled destination up to the Benefit Amount of £1,000 for any one Journey, provided that:

1. such travel is of a standard no greater than the class of transport on the outbound journey; and
2. the standard of accommodation is not superior to that of the Journey.

### **Specific Definitions applicable to the Cancellation and curtailment Section**

**Aggregate Limit** shall mean the maximum amount shown in the Schedule of Benefits that ACE will pay overall for Cancellation Expenses; and/or Alteration to Itinerary or Curtailment Expenses, for all Insured persons in respect of any one Journey or travelling to any one event.

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

**Curtailment 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.

**Curtailment or Alteration of Itinerary Expenses** shall mean:

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

### **Specific Exclusions applicable to the Cancellation and Curtailment Section**

ACE shall not be liable for:

1. any expenses incurred where a Journey is booked or undertaken against the advice of a Qualified Medical Practitioner or where the purpose of the Journey is to receive medical treatment or advice;

2. any expenses incurred as the result of the default or financial failure of any transport or accommodation provider, of any agent acting for them or of any agent acting for the Group Policyholder or Insured Person. **(This exclusion does not apply to Sub-Section (iii) additional travel and accommodation expenses)**
3. any costs or charges paid or discharged by the use of promotional vouchers or awards of any description;
4. any expenses incurred as a result of disinclination of an Insured Person to travel or, if on a Journey, disinclination to continue;
5. more than a rateable proportion of any expenses which are also recoverable from any other insurance policy which is applicable to the Group Policyholder or Insured Person;
6. any expenses incurred where a Journey is cancelled as a result of redundancy or resignation of the Insured Person or of the termination of the Insured Person's employment within 31 days of the commencement of a pre-booked Journey
7. any expenses incurred as result of adverse changes in the Group Policyholder's or an Insured Person's financial circumstances.
8. any expenses incurred as a result of regulations or order made by any Public Authority or Government;
9. any expenses incurred as a result of Strike or Industrial Action, mechanical breakdown or failure of the means of transport (other than disruption of road and rail services by avalanche snow or flood) which existed or the possibility of which existed and for which advance warning had been given before the date on which the Journey was booked;
10. any expenses incurred if the Group Policyholder or Insured Person was aware at the time of applying for this Insurance of any reason why the Journey should be cancelled or curtailed;
11. the amount of the Excess shown in the Schedule of Benefits of each and every claim for Cancellation, Curtailment, Alteration to Itinerary and Curtailment Expenses.
12. any expenses incurred if the Insured Person is refused entry to the UK or has a Visa application refused.
13. any irrecoverable pre-paid College / University / Language School course fee the Insured Person has to pay or are contract to pay

### **Additional Specific Exclusions applicable to the Travel Delay and Abandonment and Missed Departure sub-Sections only**

ACE shall not be liable for:

1. any expenses incurred where the Insured Person has failed to:
  - a) check in before the scheduled departure time shown on the travel itinerary supplied unless the failure was itself due to strike or industrial action;
  - b) provide ACE with written confirmation from the Carriers or their handling agents of the number of hours delay and the reason for such delay or abandonment;
2. withdrawal from service temporarily or otherwise of any 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.

## Section 2. Course Fees

If during a Period of Insurance, an Insured Person is forced to:

1. cancel any part of a Academic Course prior to the commencement of that Journey; or,
2. curtail or alter the itinerary of any part of a Academic Course during the course of that Journey, as the direct and necessary result of any cause outside of the control of the Insured person ACE will indemnify the Insured Person up to £7,500 for any irrecoverable pre-paid College / University / Language School course fee the Insured Person has to pay or are contract to pay

### Special conditions applicable to Course Fees Section

1. The Insured Person must obtain a medical certificate from a Medical Practitioner and prior approval of ACE Assistance to confirm the necessity to return Home prior to Curtailment of the Trip.
2. If the Insured Person fails to notify the travel agent, tour operator or provider of transport / accommodation immediately it is found necessary to cancel the Trip ACE's liability shall be restricted to the cancellation charges that would have applied had failure not occurred.
3. If the Insured Person cancels the Journey due to:
  - a) Stress, anxiety, depression or any other mental or nervous disorder that they suffering from the Insured Person must provide a medical certificate from a consultant specialising in the relevant field
  - b) Any other illness or a Bodily Injury the Insured Person must provide a medical certificate from a Medical Practitioner stating that this necessarily and reasonably prevented the Insured Person from travelling.
4. The Insured Person must provide invoice and receipts for unused course fees, charges or expenses claimed for.
5. The Insured Person must provide written confirmation from the College / University / Language School that the course or any part of it needs to be repeated or which necessitates absence from the course.

### Specific Exclusions applicable to the Course Fees Section

ACE shall not be liable for:

1. any expenses incurred where a Journey is booked or undertaken against the advice of a Qualified Medical Practitioner or where the purpose of the Journey is to receive medical treatment or advice;
2. any expenses incurred as the result of the default or financial failure of any transport or accommodation provider, of any agent acting for them or of any agent acting for the Group Policyholder or Insured Person.
3. any costs or charges paid or discharged by the use of promotional vouchers or awards of any description;
4. any expenses incurred as a result of disinclination of an Insured Person to travel or, if on a Journey, disinclination to continue;
5. more than a rateable proportion of any expenses which are also recoverable from any other insurance policy which is applicable to the Group Policyholder or Insured Person;
6. any expenses incurred where a Academic Course is cancelled as a result of redundancy or resignation of the Insured Person or of the termination of the Insured Person's employment within 31 days of the commencement of a pre-booked Journey or Academic Course
7. any expenses incurred as result of adverse changes in the Group Policyholder's or an Insured Person's financial circumstances.

8. any expenses incurred as a result of regulations or order made by any Public Authority or Government;
9. any expenses incurred as a result of Strike or Industrial Action, mechanical breakdown or failure of the means of transport (other than disruption of road and rail services by avalanche snow or flood) which existed or the possibility of which existed and for which advance warning had been given before the date on which the Journey was booked;
10. any expenses incurred if the Group Policyholder or Insured Person was aware at the time of applying for this Insurance of any reason why the Journey should be cancelled or curtailed;
11. the amount of the Excess shown in the Schedule of Benefits of each and every claim for Course Fee Expenses.
12. any expenses incurred if the Insured Person is refused entry to the UK or has a Visa application refused.

## Section 3. Medical

### Sub-Section (i) Medical Expenses

If a Person Insured is injured or becomes ill during a trip, ACE will pay;

Medical expenses - including those incurred for

- a) dental treatment;
- b) optical expenses or
- c) complications of pregnancy (as diagnosed by a Qualified Medical Practitioner who specialises in obstetrics provided that if travelling between 28 - 35 (inclusive) weeks the Insured Person provides a medical certificate - which must be dated no earlier than 5 days before the outbound travel date - issued by a doctor or midwife confirming the number of weeks of pregnancy and that they are fit to travel));

ACE will pay up to the Benefit Amount of £Unlimited in respect of Medical Expenses the Insured Person incurs for any one Journey.

### Sub-Section (ii) Supplementary Travel and Accommodation Expenses

If during a Period of Insurance the Insured Person becomes ill or sustains bodily injury during a Journey ACE will indemnify the Policyholder in respect of Supplementary Travel and Accommodation Expenses up to a maximum of the amount shown in the Schedule of Benefits for any one Journey.

### Sub-Section (iii) Emergency Repatriation Expenses

If during a Period of Insurance, an Insured Person becomes ill or sustains injury during a Journey, ACE will indemnify the Policyholder in respect of Emergency Repatriation Expenses.

Emergency Repatriation Expenses are provided by ACE Assistance who can help in a range of different circumstances, including medical emergencies. Insured Persons should ensure that they have details of this Policy, including the Policy Number and Period of Insurance when calling:

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

From outside the UK: **+44 (0)20 7173 7798**

## Specific Conditions applicable to the Emergency Repatriation Expenses sub-Section

1. ACE Assistance must be informed immediately or as soon as reasonably possible of any emergency that may potentially give rise to a claim.
2. The Policyholder and Insured Person must not make or attempt to make arrangements without the involvement and/or agreement of ACE Assistance.
3. Any repatriation must be organised by ACE Assistance who will use the most appropriate method including, if necessary, the use of air services and arrange for qualified medical staff to accompany the Insured Person if required.
4. The Policyholder will reimburse ACE in respect of 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.

ACE Assistance also includes the following services:

1. Providing a 24-hour multi-lingual emergency medical assistance service.
2. Initial guarantee of payment of overseas hospital and doctors' accounts.
3. Arranging overseas hospitalisation and the monitoring of patients in co-operation with the attending local physician.
4. When recommended by ACE Assistance's Chief Medical Officer, arranging medical repatriation of the Insured Person including, when necessary, organisation of transport, medical escorts and the provision of special medical equipment.
5. Providing for the services of a local Agent to provide assistance and advice.
6. Organising the repatriation of human remains and arranging the necessary import/export documents.
7. Liaising with United Kingdom General Practitioners, Hospital Services and patient's relatives.
8. Assisting accompanying relatives of the patient by arranging and paying for additional accommodation and transport costs.
9. Locating and despatching drugs, contact lenses, glasses, blood and medical equipment which are unavailable at patient's location.

## Specific Definitions applicable to the Medical Section

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

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

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

**Medical Expenses** shall mean all reasonable costs necessarily incurred:

1. within the United Kingdom levied by the National Health Service; or,
2. outside the Insured Person's Country of Domicile and outside the United Kingdom, for Hospital, nursing home, ambulance, surgical or other diagnostic or remedial treatment given or prescribed by a Qualified Medical Practitioner.

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

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

### **Specific Exclusions applicable to the Medical Section**

ACE shall not be liable for:

1. any expenses incurred where a Journey is booked or undertaken against the advice of a Qualified Medical Practitioner or where the purpose of the Journey is to receive medical treatment or advice or where a terminal prognosis has been given;
2. any expenses which are recovered from any other insurance policy or national insurance programme which is applicable to the Insured Person;
3. any expenses incurred after 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, and then only provided that all routine dental and optical treatment is completed prior to the Journey;
5. any expenses incurred which in any way arise from or are attributable to sexually transmitted diseases;
6. expenses incurred in the Country of Domicile;
7. surgical or medical treatment which can be reasonably delayed until the Insured Person's return to the Country of Domicile;
8. medication and/or treatment which at the time of departure is known to be required or to be continued outside the Country of Domicile;
9. the amount of the Excess shown in the Schedule of Benefits.

## Section 4. Personal Belongings

### Sub-Section (i) Personal Belongings

If during the Period of Insurance the Insured Person sustains loss of or damage to Personal Belongings during

a Journey ACE will indemnify the Insured Person in respect of such loss or damage up to the Benefit Amount of £2,000 for any one Journey but not exceeding:

1. £250 for any article, pair or set; or
2. £250 for Valuables in total.

### Sub-Section (ii) Personal Belongings Delay

If during a Period of Insurance all or part of an Insured Person's Personal Belongings are lost or temporarily mislaid for more than 12 hours during any stage (other than the final return stage to the Country of Domicile) of a Journey ACE will indemnify the Insured Person up to the Benefit Amount of £100 which has been paid for the purchase of essential items of replacement clothing or toilet requisites. Any amounts paid under this extension will be deducted from any subsequent amounts payable under Personal Belongings in respect of the same loss.

### Specific Definitions applicable to the Personal Belongings Section

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

**Valuables** shall mean cameras and other photographic equipment, GPS/satellite navigation equipment, radios, cassette/compact disc players, computer games equipment and peripherals, video and television equipment, telescopes and binoculars, jewellery, watches, furs, precious and semi-precious stones and articles made of or containing gold, silver or other precious metals.

### Specific Exclusions applicable to the Personal Belongings Section

ACE shall not be liable for:

1. vehicles or their accessories;
2. any items stolen from an unattended vehicle unless they were:
  - a) in the locked boot of the vehicle, or
  - b) in the luggage space at the rear of a locked vehicle and out of view, and there is evidence of forced entry;
3. 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';
4. loss or theft unless it is reported to the Police (and the hotel management if the loss or theft occurs in a hotel) within 24 hours of discovery and ACE is provided with an original written Police report and report to the hotel management as applicable;
5. loss or damage due to:
  - a) moth, vermin, wear and tear, atmospheric or climatic conditions or gradual deterioration;
  - b) inherent mechanical or electrical failure, breakdown or derangement.
  - c) any process of cleaning, restoring, repairing or alteration;
  - d) nuclear fission, nuclear fusion or radioactive contamination;

6. more than a reasonable proportion of the total value of a pair or set where the lost or damaged article is part of a pair or set;
7. loss 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;
8. loss or damage to any items sent as freight or under an airway-bill or bill of lading;
9. loss due to confiscation or detention by customs or any other authority;
10. any items of household furniture, household appliances or household equipment;
11. loss of or damage to:
  - a) contact or corneal lenses, dentures, dental caps or crowns, hearing aids or fragile articles, or pedal cycles or laptop computers;
  - b) sporting equipment whilst in use;
  - c) Valuables, unless:
    - i. attended by the Insured Person; or
    - ii. in a safety deposit box;
12. any article more specifically insured or recoverable under any other insurance;
13. the amount of the Excess shown in the Schedule of Benefits of each and every claim for Personal Belongings. In the event of a claim under both the Personal Belongings and Money Sections of this Policy arising out of a single cause or event only one Excess will apply per Insured Person.

### **Specific Conditions applicable to the Personal Belongings Section**

1. The Insured Person shall take all reasonable precautions for the safety of any insured article.
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; or
  - 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 the basis of settlement shall be the cost of the original article when new less a consideration for wear tear and depreciation.

## **Section 5. Money**

### **Sub-Section (i) Money**

If during a Period of Insurance an Insured Person sustains loss of or damage to Money during a Journey, or during the 72 hours immediately prior to commencement or subsequent to completion of the Journey, ACE will pay the Insured Person, in respect of such loss up to the Benefit Amount of £250 for any one Journey.

## Sub-Section (ii) Credit Card Misuse

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

1. an Insured Person; or
2. a member of the Insured Person's family,

ACE will indemnify the Policyholder, or pay the Policyholder on behalf of the Insured person for such loss up to the Benefit Amount of £250 for any one Journey.

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

## Sub-Section (iii) Emergency Replacement of Passport

If during a Period of Insurance an Insured Person's passport is lost or damaged during a Journey, ACE will indemnify the Policyholder or Insured Person in respect of fees charged by the appropriate Consular, Visa or Passport Office and any additional travel or accommodation expenses the Insured Person incurs in obtaining any official temporary travel documents or replacement passport, I.D. card and/or visa outside the Country of Domicile, up to the Benefit Amount of £250 for any one Journey.

## Specific Definition applicable to the Money Section

**Money** shall mean coins, banknotes, postal or money orders, signed traveller's cheques and other cheques, letters of credit, travel tickets, petrol coupons or other prepaid coupons 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.

## Specific Exclusions applicable to the Money Section

ACE shall not be liable for:

1. loss of or damage to Money unless:
  - a) attended by the Insured Person; or
  - b) in a safety deposit box;
2. more than £250 in respect of Money and Credit Card Misuse in total;
3. loss or theft unless it is reported to the Police (and the hotel management if the loss or theft occurs in a hotel) within 24 hours of discovery (or earlier if required by the credit card issuer) and ACE is provided with an original written Police report and report to the hotel management as applicable;
4. loss due to confiscation or detention by customs or any other authority;
5. loss due to devaluation of currency or shortages due to errors or omission during monetary transaction;
6. more than £100 in respect of coins and/or banknotes;
7. traveller's cheques unless the loss or theft is reported immediately to the local branch or agent of the issuing company; or if the issuing company provides a replacement service;

8. promotional vouchers or awards or any goods or services obtained through the conversion of such vouchers or awards;
9. the amount of the Excess shown in the Schedule of Benefits of each and every claim for Money. In the event of a claim under both the Personal Belongings and Money Sections of the Policy arising out of a single cause or event only one Excess will apply per Insured Person.

## Section 6. Personal Liability

ACE will indemnify an Insured Person against all sums which they are legally liable to pay as damages in respect of:

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

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

The maximum that ACE will pay under this Section for all damages as a result of any one occurrence or series of occurrences arising directly or indirectly from one source or original cause shall be £2,000,000 (the Limit of Liability).

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

### Specific Definitions applicable to the Personal Liability Section

**Costs and Expenses** will mean:

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

in respect of any occurrence to which this Section applies.

### Specific Exclusions applicable to the Personal Liability Section

ACE will not provide indemnity for any liability:

1. in respect of bodily injury to any person who is:
  - a) under a contract of service or apprenticeship with the Insured Person when such injury arises out of and in the course of their employment by the Insured Person; or
  - b) a member of your family;
2. assumed by the Insured Person under a contract or agreement unless such liability would have attached in the absence of such contract or agreement;
3. in respect of loss of or damage to property:
  - a) belonging to or held in trust by the Insured Person;
  - b) in the care custody or control of the Insured Person.

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

4. in respect of bodily injury loss or damage caused directly or indirectly in connection with:
  - a) the carrying on of any trade business or profession;

- b) the ownership, possession or use by the Insured Person or the Insured Person's servants or agents of:
  - i. horse-drawn or mechanically propelled vehicles (other than golf buggies used on golf courses and not on public roads);
  - ii. aircraft, hovercraft or watercraft (other than manually propelled watercraft less than 30 feet in length used on inland waters);
  - iii. firearms (other than sporting guns);
  - iv. animals (other than horses and domestic cats and dogs);
- 5. arising from:
  - a) the occupation or ownership of any land or building other than any building temporarily occupied by the Insured Person in the course of a Journey;
  - b) any wilful or malicious act; or
- 6. the cost of punitive or exemplary damages.
- 7. in respect of liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
  - a. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
  - b. the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- 8. any liability directly or indirectly occasioned by happening through or in consequence of war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power.

### **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 the Insured Person's name the defence or settlement of any claim or to prosecute in the Insured Person's name for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured Person shall give all information and assistance as ACE may require. Every letter, claim, writ, summons and process shall be forwarded to ACE on receipt. Written notice shall be given to ACE immediately the Insured Person shall have notice of any prosecution or inquest in connection with any circumstances which may give rise to liability under this Section.
- 2. ACE may at any time pay to the Insured Person or the Policyholder 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. If at the time of the happening of any occurrence covered by this Section there is any other existing insurance whether effected by the Insured Person or Policyholder or not covering the same liability ACE shall not be liable to indemnify the Policyholder in respect of such liability except so far as concerns any excess beyond the amount which would have been payable under such other insurance had this Section not been effected.

## Section 7. 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 of £25,000 for:

1. Death
2. Permanent Total Disablement
3. Permanent Disabling Injuries

The total Benefit Amount payable shall not exceed £25, 000 for each Insured Person in respect of any one Accident.

### Permanent Disabling Injuries

ACE will pay a percentage of the amount shown under Variable Injury Benefit 3 in the Schedule of Benefits. The percentage payable will be relative to the degree of disablement as shown in the following Scale of Injuries which prescribes the maximum percentage payable for a range of Permanent Disabling Injuries.

Scale of Injuries		
A.	Loss of one or more limbs	100%
B.	Loss of sight in one or both eyes	100%
C.	Loss of speech	100%
D.	Loss of hearing in both ears	100%
E.	Loss of intellectual capacity	100%
F.	Loss of hearing in one ear	25%
G.	Post Traumatic Stress Disorder	20%*
H.	Total loss of use of:	
	i) the back or spine below the neck with no damage to the spinal cord	40%
	ii) the neck or cervical spine with no damage to the spinal cord	30%
	iii) a shoulder, elbow or wrist	25%
	iv) a hip, knee or ankle	20%
I.	Loss of or total loss of use of:	
	i) a thumb	30%
	ii) a forefinger	20%
	iii) any other finger	10%
	iv) a big toe	15%
	v) any other toe	5%
J.	Payment for any Permanent Disabling Injury not noted above will be calculated on a medical assessment by ACE of the degree of disablement relative to this scale. No account shall be taken of the Insured Person's occupation.	
* Subject to a maximum payment of GBP15,000.		

### Disappearance

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

## Specific Definitions applicable to the Personal Injury Section

**Aggregate Limit** shall mean the maximum amount shown in the Schedule of Benefits that ACE will pay per Event. Where more than one Schedule, Schedule of Benefits or Policy showing benefits has been issued by ACE in the name of the Policyholder, one Aggregate Limit, the greatest, shall apply.

**Coma** shall mean the continuous, unarousable, unconscious state of the Insured Person.

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

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

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

**Loss of Sight** in one eye shall mean permanent blindness in an eye to the degree that after correction using spectacles, lenses or surgery, objects that should be clear from 60 feet away can only be seen from 3 feet away or less.

**Loss of Sight** in both eyes shall mean permanent blindness resulting in the Insured Person's name being added to the register of Blind Persons on the authority of a qualified ophthalmic specialist.

**Paraplegia** shall mean complete paralysis of the lower half of the body including both legs which results in Permanent Total Disablement.

**Permanent Disabling Injury** shall mean disablement which has lasted for at least 12 months and which in ACE's opinion is beyond hope of recovery and will in all probability continue for the remainder of the Insured Person's life.

**Permanent Total Disablement** shall mean disablement which has lasted for at least twelve months and which in the opinion of ACE is beyond hope of recovery and shall in all probability continue for the remainder of the Insured Person's life and result in their inability to perform or give attention to gainful occupation of any and every kind.

**Quadriplegia** shall mean complete paralysis of all four limbs, which results in Permanent Total Disablement

## Specific Extension applicable to Personal Injury Section

**This policy extends to provide the following covers automatically to Insured Persons described in the Schedule of Benefits.**

If during a Period of Insurance an Accident occurs during the Effective Time shown in the Schedule of Benefits or during a Journey and causes Bodily Injury to an Insured Person resulting in any of the following, ACE will, subject to the maximum per Insured Person limits stated in the Schedule of Benefits, pay the Policyholder as follows:

**Coma Benefit** Where Bodily Injury results in the insured Person being in a Coma, ACE will pay the Policyholder on behalf of the Insured Person GBP50 for each day the Insured Person remains in a Coma up to a maximum of 730 days.

**Paraplegia** Where Bodily Injury results in Paraplegia, and the benefit for Permanent Total Disablement becomes payable, ACE will pay GBP50,000. This benefit is payable in addition to the Permanent Total Disablement benefit.

**Quadriplegia** Where Bodily Injury results in Quadriplegia and the benefit for Permanent Total Disablement becomes payable, ACE will pay GBP125,000. This benefit is payable in addition to the Permanent Total Disablement benefit.

### **Specific Exclusions applicable to the Personal Injury Section**

ACE shall not be liable:

1. if Bodily Injury results from the Insured Person suffering from sickness or disease not directly resulting from Bodily Injury.
2. for disabilities arising from
  - a) Repetitive Stress (Strain) Injury or Syndrome or any gradually operating cause.
  - b) Post Traumatic Stress Disorder or any psychological or psychiatric condition.

### **Specific Conditions applicable to the Personal Injury Section**

1. The total Benefit Amount payable shall not exceed £25,000 for each Insured Person in respect of any one Event.
2. The death Benefit Amount is limited to £5,000 in respect of Insured Persons aged under 18 years at the date of sustaining Bodily Injury.
3. Any contributory degenerative condition or disability known by the Insured Person will be taken into account by ACE in assessing whether benefits are payable. If the Insured Person was already disabled before the Accident or already had or the Insured Person's parent or legal guardian knew of a condition which was gradually getting worse at the time of sustaining Bodily Injury, ACE will reduce its payment. The reduced payment will be based on ACE's medical assessment of the difference between:
  - a) the Permanent Disability after the Accident; and
  - b) the extent to which the Permanent Disability is affected by the disability or condition before the Accident

# General Exclusions

1. ACE shall not be liable for payment of any benefit for Bodily Injury, loss or expense:
  - a) suffered or incurred after the expiry of the Period of Insurance;
  - b) to any Insured Person who is a professional sportsperson or a professional entertainer;
  - c) suffered or incurred during any incidental holiday trip:
    - i. outside Europe; or
    - ii. within Europe whose duration exceeds 7 days, unless such trip has been authorised and organised by the Policyholder.
2. ACE shall not be liable for Bodily Injury, loss or expense resulting from or contributed to by, directly or indirectly:
  - a) suicide, attempted suicide or deliberate self-inflicted injury by the Insured Person, regardless of the state of the Insured Person's mental health or needless self-exposure to danger except in an attempt to save human life;
  - b) the Insured Person participating in:
    - i. any aerial pursuits or sports including the following:
      - ballooning;
      - bungee-jumping;
      - gliding;
      - hang gliding;
      - micro lighting;
      - parachuting;
      - paragliding; or
      - parascending;
    - ii. air travel (other than as a fare-paying passenger on a regular scheduled airline or licensed charter aircraft);
    - iii. Winter Sports;
    - iv. racing, motor rallies and competitions, mountaineering (reasonably requiring the use of ropes or guides), pot holing, rafting or canoeing involving white water rapids (rated in excess of grade 3) underwater activities requiring the use of artificial breathing apparatus or professional sports
  - c) the Insured Person travelling on a motorcycle over 125cc;
  - d) the Insured Person being a full time member of the armed forces of any nation or international authority or a member of any Reserve Forces called out for Permanent Service;
  - e) War, whether War is declared or not;
  - f) the Insured Person being under the influence of alcohol, drugs or solvents, alcoholism, drug addiction, solvent abuse, any addictive disorder or any previously diagnosed anxiety depression nervous or mental disorders;
  - g) any injury, illness, death, loss, expense or any other liability attributable to HIV (Human Immune Deficiency Virus) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) and/or any mutant derivative or variations thereof however caused;
  - h) any illegal act of the Insured Person;
  - i) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste resulting from the combustion of nuclear fuel; or
  - j) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.
3. ACE will not be liable for payment of any benefit for Bodily Injury, loss or expense not directly associated with the accident such as loss of earnings due to being unable to work following the Bodily Injury

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

# Claim Provisions

1. On the happening of any occurrence likely to give rise to a claim under this Policy notice shall be given to the ACE Claims Service team as soon as reasonably possible after the date of the occurrence.

Postal Address: 200 Broomielaw,  
Glasgow G1 4RU.  
Telephone: 0845 841 0059  
International: +44 (0)141 285 2999  
Facsimile: +44 (0)1293 597323  
e-mail: [claims@acegroup.com](mailto:claims@acegroup.com)

2. The Group Policyholder shall at their own expense furnish to ACE such certificates, information and evidence as ACE may from time to time reasonably require in the form prescribed by ACE. ACE shall be allowed at its own expense, upon reasonable notice to the Group Policyholder, to request a medical examination of an Insured Person as appropriate.
3. If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or devices shall be used by the Group Policyholder, Insured Person or anyone acting on their behalf to obtain benefit under this Policy ACE shall be under no liability in respect of such claim.
4. The Insured Person shall as soon as possible after the occurrence of any Accidental Bodily Injury or illness obtain and follow the advice of a Qualified Medical Practitioner and ACE shall not be liable for any consequences of the Insured Person's failure to obtain and follow such advice and use such appliance or remedies as may be prescribed.
5. The Group Policyholder and Insured Person must keep to the terms of this Policy. If they do not, ACE may not accept a claim.
6. ACE will deal with Accidental death claims as follows:
  - i. if the Insured Person is aged 18 years or over, ACE will pay the Benefit Amount for Accidental death to the estate of the deceased Insured Person and the receipt given to ACE by the deceased Insured Person's personal representatives shall be a full discharge of liability by ACE in respect of the claim for such Benefit Amount.
  - ii. if the Insured Person is a minor, ACE will pay the Benefit Amount for Accidental death to the parent or legal guardian of such minor. The receipt given to ACE by the parent or legal guardian shall be a full discharge of liability by ACE in respect of the claim for such Benefit Amount.
7. ACE will deal with claims other than for Accidental death as follows:
  - i. if the Insured Person is aged 18 years or over ACE will pay all claims other than Accidental death to the Policyholder and their receipt shall be a full discharge of all liability by ACE in respect of such claim.
  - ii. if the Insured Person is a minor ACE will pay all claims other than Accidental death to the parent or legal guardian of such minor, for the benefit of that minor. The receipt given to ACE by the parent or legal guardian shall be a full discharge of all liability by ACE in respect of such claim.
8. 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:
  - a) from the date of final receipt of such certificates, information or evidence; and
  - b) at the base rate established by the Bank of England on such date.
9. Claims involving foreign currency will be converted into Policy currency at the selling rate of exchange published in the Financial Times on the day nearest to the date of the loss.

# Complaints Procedures

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

- a) in the first instance, Gibbs Denley should be contacted; or
- b) alternatively, contact ACE at the following address:

Postal Address: The A&H Customer Service Manager, ACE European Group Limited, 200  
Broomielaw, Glasgow G1 4RU.  
Telephone: 0845 841 0056 (within UK only)  
International: +44 (0)141 285 2999  
Facsimile: +44 (0)1293 597 376  
e-mail: [A&Hcustserv.complaints@acegroup.com](mailto:A&Hcustserv.complaints@acegroup.com)

quoting the Policy details.

The Financial Ombudsman Service (FOS) may be approached for assistance if the Policyholder or Insured Person is dissatisfied with ACE's final response. The FOS's contact details are given below. A leaflet explaining the procedure is available on request.

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

Telephone: +44 (0) 845 080 1800  
Facsimile: +44 (0) 207 964 1001  
email: [enquiries@financial-ombudsman.org.uk](mailto:enquiries@financial-ombudsman.org.uk)  
Web Site: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

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

## Financial Services Compensation Scheme

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

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

Telephone: +44 (0) 20 7892 7300  
Facsimile: +44 (0) 20 7892 7301  
e-mail: [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk)  
Web Site: [www.fscs.org.uk](http://www.fscs.org.uk)

# Data Protection/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. ACE and the other group companies will use information given, together with other information supplied during the course of the Policy, for the administration of this Policy, the handling of claims and the provision of customer services. The information may also be disclosed to ACE's third party claims administrator or other service providers and agents for these purposes. It may be disclosed to agents of the Policyholder or Insured Person, where appointed. It may also be used for the purposes of fraud prevention including passing details to other insurers and regulatory bodies.
3. Where the Policyholder has provided information about another person in connection with the purchase and performance of this insurance Policy, ACE will assume they have appointed the Policyholder to act for them, that they have consented to the processing of their personal data, including sensitive personal data and they have consented to the transfer of their information abroad.
4. ACE may also transfer certain information to countries that do not provide the same level of data protection as the United Kingdom for the above purposes. A contract will be in place to ensure the information transferred is protected.
5. The policyholder has a right to request a copy of the information (for which ACE may charge a small fee) and to correct any inaccuracies. To make sure instructions are followed correctly and to improve ACE's service through staff training, telephone calls may be monitored and recorded.

**ACE European Group Limited**

Main business – general insurance.  
Registered in England No. 1112892.  
Head Office: ACE Building, 100 Leadenhall Street,  
London, EC3A 3BP.  
Authorised and regulated by the Financial Services  
Authority (FSA). Registration number FRN202803.  
Full details can be found on the FSA's Register by  
visiting [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting  
the FSA on 0845 606 1234

ACE Claims and Customer Service Centre:  
200 Broomielaw, Glasgow G1 4RU.  
Telephone: 0845 841 0056 (Within UK only)  
International: +44 (0)141 285 2999  
Facsimile: +44 (0)1293 597 376  
[www.aceeuropeangroup.com](http://www.aceeuropeangroup.com)