

Torquay International School Ltd

Studentguard

Group Travel Insurance

Policy Wording

UKBSTC56293

Insurer:

ACE European Group Limited

Registered in England & Wales number 1112892.

Main business: General Insurance

Registered office: 100 Leadenhall Street, London,
EC3A 3BP. Authorised by the Prudential Regulation
Authority and regulated by the Financial Conduct
Authority and the Prudential Regulation Authority.

Additional information can be found at:

www.acegroup.com/uk

Policy Schedule

Policy Number	UKBSTC56293
Intermediary	Gibbs Denley Insurance Services
Policyholder	Torquay International School Ltd
Address	15 St Marychurch Road Torquay Devon TQ1 3HY
Business	Language School
Period of Insurance	From: 01/01/2017 To: 31/12/2017 (both dates inclusive) a. Cover in respect of each Insured Person will commence as soon as the Premium is paid by or on behalf of the Insured Person to the 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.
Renewal Date	01/01/2018 and any subsequent period for which ACE agrees to accept cover.
Premium	As agreed between ACE and the Policyholder and as declared to ACE. Premiums are inclusive of Insurance Premium Tax (IPT) at 20%. Note: Changes in the IPT rate may affect the total payable
Declarations	Torquay International School 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 Insured Person. Declarations and the Premium due must be sent within 30 days of the end of each preceding month.
Date of issue	Wednesday, 19 July 2017

Schedule of Benefits

Insured Persons Any person aged 6 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 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 14 days per trip.

PLEASE NOTE that if a Claim effects more than one section of the policy, only one Excess shall be collected per Insured Person per Claim.

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. up to £3,000 ii. a) £20 b) £20 c) £1,000 d. up to£3,000 iii. up to £1,000	£50 Nil Nil Nil £50 Nil
2. Course Fees <i>(*see below)</i>		up to £7,500	£50
3. Medical <i>(**see below)</i>	i. Medical Expenses ii. Emergency Dental Treatment for relief of pain only iii. Supplementary Travel and Accommodation Expenses iv. Emergency Repatriation Expenses	i. Unlimited ii. Unlimited iii. up to £10,000 iv. Unlimited	£50 £50 £50 Nil
4. Personal Belongings	i. Personal Belongings (excluding Valuables) Single item/set of items limit £250 ii. Personal Belongings Delay	i. up to £1,000 ii. up to £100	£50 Nil
5. Money	i. Money ii. Credit Card Misuse iii. Emergency Replacement of Passport	i. up to £250 (max £100 in respect of coins and/or banknotes) ii. up to £250 iii. up to £250	£50 Nil Nil
6. Personal Injury	Cover for: Death Permanent Total Disablement Permanent Disabling Injuries	£25,000 (<18 at time of death £5,000) Up to £25,000 Up to £25,000	Nil Nil Nil
7. Personal Liability		up to £1,000,000	Nil
8. Overseas Legal Advice and Expenses		up to £25,000	Nil

**Course Fees – some parts of your course fees, travel & accommodation costs may be refundable separately under your contract for the study course itself with the school. You should check the school's booking terms & conditions.*

***Medical cover – The NHS (National Health Service) in the United Kingdom currently provides free emergency medical treatment for all visitors to the UK. Students from within the EEA (European Economic Area) & Switzerland can use their EHIC (European Health Insurance Card) for direct reimbursement to the NHS. For non-EEA students on a course in the UK of at least 6 months duration, payment of the Immigration Health Surcharge as part of your visa application entitles you to access the NHS in the same way as a permanent UK resident, but payment may still be required for some services such as dental treatment and eye tests.
Correct as at April 2015.*

Contents

POLICY SCHEDULE.....	2
SCHEDULE OF BENEFITS.....	3
INTRODUCTION.....	4
ADVICE FOR TRAVELLERS	5
GENERAL DEFINITIONS	6
GENERAL CONDITIONS	8
SECTION 1. CANCELLATION AND CURTAILMENT	10
SECTION 2. COURSE FEES.....	12
SECTION 3. MEDICAL	14
SECTION 4. PERSONAL BELONGINGS	16
SECTION 5. MONEY	18
SECTION 6. PERSONAL INJURY	20
SECTION 7. PERSONAL LIABILITY	22
SECTION 8. OVERSEAS LEGAL ADVICE & EXPENSES..	24
GENERAL EXCLUSIONS.....	27
CLAIM CONDITIONS.....	28
COMPLAINTS PROCEDURES.....	29
FINANCIAL SERVICES COMPENSATION SCHEME	30
DATA PROTECTION	30

Introduction

The **Policyholder** (as specified in the Policy Schedule) and **ACE** agree that the **Policyholder** shall pay the premium as agreed. **ACE** will subject to the Terms, Conditions and Exclusions of this Policy provide the insurance in the manner and to the extent provided in this Policy. The Policy Schedule and this Policy document constitute the full terms and conditions of your insurance policy with **ACE**. The **Policyholder** acknowledges that **ACE** has offered this policy and calculated the premium using the information which the **Policyholder** has provided, and that any change to the responses provided by the **Policyholder** may result in a change in the terms and conditions of the policy and/or a change in the premium.

The **Policyholder** should check over these policy documents carefully to ensure they are correct and meet the **Policyholder's** requirements, and notify **ACE** immediately, if anything is incorrect, as this could affect policy cover in the event of a claim. The **Policyholder** should keep these documents in a safe place. The **Policyholder** must tell **ACE** if either their insurance needs or any of the information they have given **ACE** changes. A change in circumstances may affect policy cover, even if the **Policyholder** does not think a change is significant, and **ACE** may need to change this Policy. **ACE** will update the policy and issue a new Policy Schedule each time a change is agreed.



Andrew Kendrick
President
ACE European Group Limited

Advice for travellers

Important Phone Numbers

Please make a note of the following phone numbers or add them to your mobile; you may need them in an emergency or if you need to make a claim.

ACE Assistance

Medical Emergency and Referral Services and Personal Assistance Services
+44 (0)207 173 7798

Claims

+44 (0)141 285 2999

Email: claims@acegroup.com

Helpful hints for your insurance

- Do take copies of your policy docs on your Journey
- Do report any loss of theft to the hotel or local police and get a report from them
- Do keep valuables safe (eg in a safety deposit box)
- Don't leave valuables lying around or in view of other people
- Do leave yourself enough time to get to the airport, park, and get through security
- Remember to allow time for delays in traffic or travel
- Do contact us if you have a change in health that may lead to you having to cancel or alter your Journey
- Do contact us for advice before incurring costs that you would seek to subsequently claim for under this policy

EHIC

If you are a European citizen and travelling to Europe, you should obtain a European Health Insurance Card (EHIC) and take it with you when you travel.

General Definitions

£ shall mean **United Kingdom** pounds sterling

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

Accident, Accidental shall mean a sudden, identifiable, violent, external event that happens by chance and which could not be expected; or unavoidable exposure to severe weather conditions.

ACE shall mean ACE European Group Limited.

ACE Assistance shall mean:

1. the telephone advice, information and counselling services; and/or
2. the travel assistance and emergency medical and repatriation services; arranged by **ACE**.

Benefit Amount (or Limit of Liability in respect of Section 7. 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 directly in the **Insured Person's** death or disablement or the incurring of **Medical Expenses**.

Child, Children shall mean persons who are the **Insured Person's** and/or **Partner's** children, stepchildren, legally adopted children and children for whom the **Insured Person** or **Partner** is the parent or legal guardian. To be covered by this Policy, the child/children must:

1. not be married;
2. be dependent on the **Insured Person** or **Partner**;
3. normally reside with the **Insured Person**; and
4. be under 18 years old; or under 23 years old if still in full-time education.

Claim, Claims shall mean a single loss or a series of losses **Due To** one cause covered by this Policy.

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:

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

Due To shall mean directly or indirectly caused by, arising or resulting from, in connection with.

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 first amount of any **Claim**, as specified in the Schedule of Benefits, which the **Insured Person** must pay.

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

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**.

Incidental Holiday shall mean trips within **Europe** and up to a maximum of 14 days duration, other than those organised by the **Policyholder**, which:

1. are outside the **Insured Person's Country of Domicile**;
2. involve pre-booked travel or accommodation;
3. are devoted entirely to pleasure, rest and relaxation; and
4. take place immediately before or immediately after the **Academic Course**, or during vacations recognised by the **Policyholder**.

Insured Person shall mean any person or category of persons shown as being insured in the Schedule of Benefits.

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

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

1. spouse; or
2. civil partner registered pursuant to the Civil Partnership Act; or
3. 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:

1. the **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;
2. 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 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).

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

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 while hired or operated under licence for the transportation of fare-paying passengers.

Qualified Medical Practitioner means a doctor or specialist, registered or licensed to practice medicine under the laws of the country in which they practice who is neither the **Insured Person**, or a relative of such **Insured Person**, unless approved by **ACE**.

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, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or 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;
- snowboarding;
- ice skating;
- ski or ski bob racing;
- mono skiing;
- ski jumping;
- ski boarding;
- ice hockey; or
- the use of bobsleighs or skeletons.

You/Your shall mean the **Insured Person**.

PLEASE NOTE that additional 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 **Policyholder** shall give written notice within a reasonable time of any alteration in the **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. Cover could be cancelled due non-payment of premium, non-disclosure or misrepresentation of information **ACE** has asked for, fraud or dishonesty, or lack of reinsurance.
4. The **Policyholder** or **Insured Person** has no cancellation rights under this policy.
5. Where the **Policyholder** or an **Insured Person** or their personal representatives do not take reasonable efforts to comply with any obligation to act in a certain way specified in this policy **ACE** reserves the right not to pay a **Claim**.
6. 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**.
7. Notwithstanding General Condition 7, where in relation to any **Claim** the **Policyholder**, at its discretion, directs **ACE** to do so, **ACE** shall pay benefits to a named **Insured Person** and the receipt of such **Insured Person** shall be a sufficient discharge of **ACE's** liability to provide cover or to pay the benefits concerned.

8. Subject to General Condition 6, the benefits under this policy may not be assigned by the **Policyholder**. **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.
9. The **Policyholder** and the **Insured Person** must ensure that all of the information, which they have provided to **ACE** in the application form, by correspondence, over the telephone, on **Claim** forms and in other documents is true, complete and accurate. Please note that providing incomplete, false or misleading information could affect the validity of this policy and may mean that all or part of a **Claim** may not be paid.
10. If the **Policyholder** or **Insured Person** makes a representation which was untrue or misleading and:
 - a. they knew it was, or did not care whether or not it was, untrue or misleading and knew that the information was, or did not care whether it was, relevant to **ACE** then **ACE** may have the option to void the policy; or
 - b. they made it carelessly then **ACE** may be able to avoid the policy and return the **Premium** or vary the policy including varying the terms and conditions or increasing the **Premium** depending upon the impact the information would have had on **ACE's** decision to issue the policy.
10. It is hereby agreed between **ACE** and the **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.
11. If it has been agreed that any part of the **Premium**, being based on estimated numbers, is adjustable then the **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.
12. 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.
13. The **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.
14. **ACE** is required to notify the **Policyholder** that other taxes or costs may exist which are not imposed by **ACE**.
15. **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 additional 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 the **Period of Insurance** the **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:
 - a. i. the death, serious injury, sudden illness or complications of pregnancy (as diagnosed by a Qualified Medical Practitioner who specialises in obstetrics) of the **Insured Person**, or the **Insured Person's Partner, Child**, brother, sister, parent and corresponding in-laws of the **Insured Person**, or anyone noted as next of kin on any legal document, all of whom must be resident in the **Country of Domicile**;
 - ii. the compulsory quarantine of the **Insured Person** on the order of a treating **Qualified Medical Practitioner**; provided that such cancellation, curtailment or alteration is confirmed as medically necessary by the treating **Qualified Medical Practitioner**;
- b. the **Insured Person** being subject to, jury service, subpoena or **Hijack** of the conveyance on which the **Insured Person** is travelling;
- c. cancellation or curtailment of scheduled public transport services consequent upon strike, riot or civil commotion;
- d. the **Insured Person's** residence or business premises being rendered uninhabitable within 7 days of commencement of the planned **Journey** or
- e. the **Insured Person's** presence being required by the police following burglary or attempted burglary at the **Insured Person's** residence or business premises,

ACE will reimburse the **Insured Person** or **Policyholder**, as applicable, up to the **Benefit Amount** in respect of such **Cancellation, Curtailment or Alteration to Itinerary Expenses** incurred 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 £3,000 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 & Accommodation

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 reimburse the **Insured Person** or **Policyholder**, as applicable, 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

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, college, university or language school or any agent acting for them or of any agent acting for the **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. loss, charge or expense 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 **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 financial circumstances of the **Policyholder** or an **Insured Person**;
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 a **Strike or Industrial Action** which existed, or the possibility of which existed, and for which advance warning had been given or could have reasonably been expected before the date on which the **Journey** was booked;
10. any expenses incurred as a result of the withdrawal from service of a **Public Conveyance** on the orders of the recognised regulatory authority in any country;
11. additional travel and accommodation expenses where the means of transport and/or accommodation used is of a standard superior to that of the outbound leg of the **Journey**;

12. loss, charge or expense as a result of:
 - a. a delay in notifying the tour operator, travel agent, or transport or accommodation provider that it is necessary to cancel a booking; or
13. any expenses incurred if the **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;
14. any expenses incurred if the **Policyholder** or **Insured Person** is refused entry to the **United Kingdom** or has a visa application refused;
15. any item or amount covered under Section 2 Course Fees of this policy;
16. the amount of the **Excess** shown in the Schedule of Benefits of each and every claim for **Cancellation Expenses, Curtailment Expenses, or Alteration to Itinerary and Curtailment Expenses**.

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 the **Period of Insurance** an **Insured Person** is forced to:

1. cancel any part of an **Academic Course** prior to the commencement of that **Journey**; or
2. curtail or alter the itinerary of any part of an **Academic Course** during the course of that **Journey**;

as the direct and necessary result of:

- a. i. the death, serious injury, sudden illness or complications of pregnancy (as diagnosed by a **Qualified Medical Practitioner** who specialises in obstetrics) of the **Insured Person**, or the **Insured Person's Partner**, mother, father, daughter, son, sister, brother, friend or close business colleague;
- ii. the compulsory quarantine of the **Insured Person** on the order of a treating **Qualified Medical Practitioner**; provided that such cancellation, curtailment or alteration is confirmed as medically necessary by the treating **Qualified Medical Practitioner**;
- b. the **Insured Person** being subject to, jury service, subpoena or **Hijack** of the conveyance on which the **Insured Person** is travelling;
- c. cancellation or curtailment of scheduled public transport services consequent upon strike, riot or civil commotion;
- d. the **Insured Person's** residence or business premises being rendered uninhabitable within 7 days of commencement of the planned **Journey** or
- e. the **Insured Person's** presence being required by the police following burglary or attempted burglary at the **Insured Person's** residence or business premises,

ACE will pay the **Policyholder** up to £7,500 for any irrecoverable pre-paid college, university or language school

course fee which the **Insured Person** has to pay or is contracted to pay.

Special conditions applicable to Course Fees Section

1. The **Insured Person** must obtain a medical certificate from a **Qualified Medical Practitioner** and prior approval of **ACE Assistance** to confirm the necessity to return home prior to curtailment of the **Journey**.
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 **Journey ACE's** liability shall be restricted to the cancellation charges that would have applied had such failure not occurred.
3. If the **Insured Person** cancels the **Journey Due To** illness or **Bodily Injury** the **Insured Person** must provide a medical certificate from a **Qualified 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 or language school that the course or any part of it needs to be repeated, or reasons which necessitate 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, accommodation provider, college, university or language school or any agent acting for them or of any agent acting for the **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 **Policyholder** or **Insured Person**;
6. any expenses incurred where an **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 financial circumstances of the **Policyholder** or an **Insured Person**;
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 **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. any expenses incurred if the **Policyholder** or **Insured Person** is refused entry to the **United Kingdom** or has a visa application refused;
12. any pre-paid college, university or language school course fees which are recoverable by, or refundable to, the **Insured Person**;
13. the amount of the **Excess** shown in the Schedule of Benefits.

Section 3. Medical

Sub-Section (i) Medical Expenses

If during a **Period of Insurance** an **Insured Person** sustains **Bodily Injury** or becomes ill (including 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) during a **Journey**, **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) Emergency Dental Treatment

If during a **Period of Insurance** an **Insured Person** requires emergency dental treatment during a **Journey**, **ACE** will pay **Medical Expenses** incurred for emergency dental treatment for the relief of pain and discomfort only.

Sub-Section (iii) 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 cover 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 (iv) Emergency Repatriation Expenses

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

Emergency repatriation services 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**.

Medical Expenses shall not include additional charges which would not have been payable if the treated person did not have insurance.

Supplementary Travel and Accommodation Expenses shall mean reasonable additional costs necessarily incurred and approved by **ACE Assistance**:

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** 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 (regardless of the duration of life expectancy) 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 incurring of the first expense;
4. any expenses incurred for dental treatment 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 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, but such **Excess** shall not be applied if a European Health Insurance Card (EHIC) has been used to obtain the treatment.

Section 4. Personal Belongings

Sub-Section (i) Personal Belongings

If during a **Period of Insurance** an **Insured Person** sustains loss of or damage to **Personal Belongings** during a **Journey** **ACE** will pay the **Insured Person**, in respect of such loss or damage up to the **Benefit Amount** of £1,000 for any one **Journey**.

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 reimburse the **Insured Person** or **Policyholder**, as applicable 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, other than those listed within **Valuables**, which are either owned by the Insured Person or for which the Insured Person is legally responsible.

Valuables shall mean cameras and other photographic equipment, telescopes and binoculars, audio/video equipment (including radios, cassette/compact disc players, iPods, mp3 and mp4 players, camcorders, DVD, video, televisions, and other similar audio and video equipment), mobile phones, satellite navigation equipment, computer games equipment (including consoles, games and peripherals) 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. more than £250 in respect of any article, pair or set, or part of a pair or set;
2. vehicles or their accessories;
3. 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;
4. loss or corruption of or damage to software, information or data contained in any computer, tapes or recording equipment or any cost incurred in repairing or replacing such information, software data computers, tapes or recording equipment';
5. loss or theft unless it is reported to the police (and the relevant transport or accommodation provider if the loss or theft occurs during transit or from within your accommodation) within 24 hours of discovery or as soon as reasonably possible and **ACE** is provided with an original written police report and report to the hotel management as applicable;
6. 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;
7. 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;
8. loss or damage occurring in the custody of an airline or other transport carrier unless reported immediately upon discovery and in the case of an airline a Property Irregularity Report obtained;
9. loss or damage to any items sent as freight or under an airway-bill or bill of lading;
10. loss **Due To** confiscation or detention by customs or any other authority;
11. any items of household furniture, household appliances or household equipment;

12. loss of or damage to:
 - a. contact or corneal lenses, dentures, dental caps or crowns, hearing aids or fragile articles, or pedal cycles, mobile phones or laptop computers;
 - b. sporting equipment whilst in use;
 - c. **Valuables**
13. any article more specifically insured under any other insurance;
14. 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 reimburse the **Insured Person** or **Policyholder**, as applicable, in respect of such loss up to the **Benefit Amount** of £250 for any one **Journey**.

Sub-Section (ii) Credit Card Misuse

If during the **Period of Insurance** an **Insured Person's** own personal credit/debit/charge/cheque guarantee card is lost or stolen during a **Journey**, **ACE** will reimburse the **Insured Person** for the amount of any unauthorised transactions arising from the use of their lost or stolen card which the **Insured Person's** card issuer holds them liable to pay.

ACE will not pay:

1. more than £250 for any one **Insured Person** during any one **Journey**.
2. more than £100 per card in respect of balances stored on lost or stolen pre-paid cards.
3. any amount relating to balances stored on lost or stolen pre-pad cards if the **Insured Person** is unable to provide evidence of the value of their loss.
4. any claim relating to a corporate/employer's credit/debit/charge/cheque guarantee card.

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 cover 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**;
 - b. in a safety deposit box; or
 - c. in a locked room if staying in home stay accommodation;
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 as soon as reasonably possible (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 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:

Death

Permanent Total Disablement

Permanent Disabling Injuries

The total **Benefit Amount** payable shall not exceed £25,000 for each **Insured Person** in respect of any one **Accident**. The death **Benefit Amount** is limited to £5,000 in respect of any **Insured Person** aged under 18 years at the date of sustaining **Bodily Injury**.

Permanent Disabling Injuries

ACE will pay a percentage of the amount shown under in the Schedule of Benefits in accordance with the Scale of Injuries below. The percentage payable will be relative to the degree of disablement as shown in the 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 £15,000.		

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

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.

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 **ACE's** opinion, 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 for which they are suited by way of education, training and experience.

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 death **Benefit Amount** is limited to £5,000 in respect of any **Insured Person** aged under 18 years at the date of sustaining **Bodily Injury**.
3. Any contributory degenerative condition or disability (as determined by a **Qualified Medical Practitioner**) 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 disability after the **Accident**; and
 - b. the extent to which the disability is affected by the **Accident**.

Section 7. Personal Liability

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

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

occurring during and arising out of the **Journey**, **ACE** will cover the **Insured Person** for all such damages payable in respect of each occurrence or series of occurrences arising directly or indirectly from one source or original cause up to the Limit of Liability for this Section shown in the Schedule.

ACE will also pay in connection with such liability:

1. all costs and expenses recoverable by any claimant from the **Insured Person**;
2. all other 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;

except that in respect of occurrences happening in or claims or legal proceedings brought or originating in the United States of America or Canada or in any other territory within the jurisdiction of either such country, costs and expenses described in 1, 2 and 3 above shall be included within the Limit of Liability for this Section shown in the Schedule

Provided that:

1. no admission, offer, promise or indemnity shall be made without **ACE's** consent and **ACE** 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. The **Insured Person** shall give all information and assistance as **ACE** may require. Every letter, claim, writ, summons, process or other correspondence received in connection with any claim shall be forwarded to **Us** immediately on receipt. Written notice shall be given to **ACE** immediately the **Insured Person** shall have notice of any prosecution inquest or fatal accident inquiry 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 as the Limit of Liability for this Section (after deduction of any sum(s) already paid) 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 taken out by the **Insured Person** or not covering the same liability **ACE** shall not be liable to cover the **Insured Person** in respect of such liability except so far as concerns any excess beyond the amount which would have been payable under such other insurance had this Section not been effected.

Exclusions:

We will not pay any claim for:

1. liability in respect of bodily injury to any person who is:
 - i) under a contract of service or apprenticeship with the **Policyholder** or **Insured Person** when such injury arises out of and in the course of their employment by the **Policyholder** or **Insured Person**; or
 - ii) any claim made by any **Insured Person** against any other **Insured Person**; or
 - iii) caused by or arising from any activity which is the subject of cover under any other public liability insurance in force for the **Policyholder** during the **Period of Insurance**;
2. liability in respect of loss of or damage to **Personal Belongings** or business equipment.
3. liability in respect of bodily injury loss or damage caused directly or indirectly in connection with the ownership, possession or use by the **Insured Person**, their servants or agents of:
 - a. mechanically propelled vehicles (other than golf buggies used on golf courses and not on public roads); or
 - b. any aerospace device or any airborne or waterborne craft or vessel (other than non-mechanically powered waterborne craft not exceeding 10 metres in length whilst used on inland waters) or the loading or unloading of such craft or vessel; or
 - c. firearms (other than sporting guns);
4. liability in respect of 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 buildings and their contents not belonging to but temporarily occupied by any **Insured Person** in the course of a **Journey**; or
 - b. any wilful or malicious act; or
 - c. the carrying on of, or engaging in, any:
 - i. trade, business or profession; or
 - ii. activities or volunteer work organised by, or under the auspices of, any 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;
5. liability assumed by the **Insured Person** under any contract or agreement unless such liability would have attached in the absence of such contract or agreement;
6. liability directly or indirectly occasioned by happening through or in consequence of **War**;
7. punitive or exemplary damages.

Section 8. Overseas Legal Advice & Expenses

If during a **Period of Insurance** an **Insured Person** sustains bodily injury or becomes ill which is caused by a third party **ACE** will pay up to the **Benefit Amount** of £25,000 to cover **Legal Expenses** the **Insured Person** incurs for any one **Journey**.

Specific Definitions applicable to the Overseas Legal Advice & Expenses Section

Legal Expenses shall mean:

1. fees, expenses, costs/expenses of expert witnesses and other disbursements reasonably incurred by the **Legal Representatives** in pursuing a **Claim** or legal proceedings for damages and/or compensation against a third party who has caused the **Insured Person Bodily Injury** or illness or in appealing or resisting an appeal against the judgement of a court, tribunal or arbitrator.
2. costs for which the **Insured Person** is legally liable following an award of costs by any court or tribunal or any 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 the **Insured Person's** behalf.

Specific Exclusions applicable to the Overseas Legal Advice & Expenses Section

ACE shall not be liable for:

1. any **Claim** reported to **ACE** more than 12 months after the beginning of the incident which led to the **Claim**.
2. any **Claim** where it is **ACE's** opinion that the prospects for success in achieving a reasonable settlement are insufficient and/or where the laws, practices and/or financial regulations of the country in which the incident occurred would preclude the obtaining of a satisfactory settlement or the costs of doing so would be disproportionate to the value of the **Claim**.
3. **Legal Expenses** incurred before receiving **ACE's** prior authorisation in writing unless such costs would have been incurred subsequent to **ACE's** authorisation.
4. **Legal Expenses** incurred in connection with any criminal or wilful act.
5. **Legal Expenses** incurred in the defence against any civil claim or legal proceedings made or brought against the **Insured Person** unless as a counter claim.
6. fines, penalties compensation or damages imposed by a court or other authority.
7. **Legal Expenses** incurred for any **Claim** or legal proceedings brought against:
 - a. a tour operator, travel agent, carrier, insurer or their agents where the subject matter of the **Claim** or legal proceedings is eligible for consideration under an arbitration scheme or complaint procedure;
 - b. **ACE** or **ACE's** agents; or
 - c. the **Insured Person's** employer.
8. actions between **Insured Persons** or pursued in order to obtain satisfaction of a judgement or legally binding decision.
9. **Legal Expenses** incurred in pursuing any **Claim** for compensation (either individually or as a member of a group or class action) against the manufacturer, distributor or supplier of any drug, medication or medicine.
10. **Legal Expenses** chargeable by the **Legal Representatives** under contingency fee arrangements.

11. **Legal Expenses** incurred where the **Insured Person** has:
 - a. failed to co-operate fully with and make sure that **ACE** are fully informed at all times in connection with any **Claim** or legal proceedings for damages and or compensation from a third party; or
 - b. settled or withdrawn a **Claim** in connection with any **Claim** or legal proceedings for damages and or compensation from a third party without **ACE**'s agreement. In such circumstances **ACE** shall be entitled to withdraw cover immediately and to recover any fees or expenses paid;
12. **Legal Expenses** incurred after the **Insured Person** has not:
 - a. accepted an offer from a third party to settle a **Claim** or legal proceedings where the offer is considered reasonable by **ACE**; or
 - b. accepted an offer from **ACE** to settle a **Claim**.
13. **Legal Expenses** which **ACE** consider unreasonable or excessive or unreasonably incurred.

Specific Conditions applicable to the Overseas Legal Advice & Expenses Section

1. **Legal Representatives** must be qualified to practice in the courts of the country where the event giving rise to the **Claim** occurred or where the proposed defendant under this section is resident.
2. **ACE** shall at all times have complete control over the legal proceedings. Outside the European Union, the selection, appointment and control of **Legal Representatives** shall rest with **ACE**. Within the European Union, the **Insured Person** does not have to accept the **Legal Representatives** chosen by **ACE**. The **Insured Person** has the right to select and appoint **Legal Representatives** after legal proceedings have commenced subject to **ACE**'s agreement to the **Legal Representatives**' fee or charging rates. If there is a disagreement over this choice of **Legal Representatives** the **Insured Person** can propose **Legal Representatives** by sending **ACE** the proposed **Legal Representatives**' name and address. **ACE** may choose not to accept the **Insured Person**'s proposal but only on reasonable grounds. **ACE** may ask the ruling body for **Legal Representatives** to nominate alternative **Legal Representatives**. In the meantime, **ACE** may appoint **Legal Representatives** to protect the **Insured Person**'s interests.
3. The **Insured Person** must co-operate fully with the **Legal Representatives** 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** are entitled to obtain from the **Legal Representatives** any information, document or advice relating to a **Claim** or legal proceedings under this insurance. On request the **Insured Person** will give to the **Legal Representatives** any instructions necessary to ensure such access.
4. **ACE**'s authorisation to incur **Legal Expenses** will be given if the **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, the **Insured Person**'s costs in obtaining this opinion will be covered by this policy.
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 **ACE**'s favour, the **Insured Person**'s costs shall not be recoverable under this policy.

6. **ACE** may at its discretion assume control at any time of any **Claim** or legal proceedings in the **Insured Person's** name 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 **ACE's** written agreement shall entitle **ACE** to withdraw cover immediately and to recover any fees or expenses paid to **ACE**.
9. **ACE** may at its discretion require the **Insured Person** to obtain at their expense an opinion of a barrister agreed by the **Insured Person** and **ACE** as to whether or not there are reasonable grounds for continuing to pursue or defend any **Claim** or legal proceedings. **ACE** will pay such expense if the opinion indicates that there are reasonable grounds for pursuing or defending the **Claim** or legal proceedings.
10. **ACE** may at its discretion offer to settle a counter-claim against the **Insured Person** which **ACE** consider to be reasonable instead of continuing any **Claim** or legal proceedings for damages and/or compensation by a third party.
11. The **Insured Person** shall be responsible for the repayment to **ACE** of all sums paid by **ACE** in respect of the **Legal Expenses** where:
 - a. an award of costs is made in the **Insured Person's** favour in the **Claim** or legal proceedings; or
 - b. costs are agreed to be paid to the **Insured Person** as part of any settlement of the **Claim** or legal proceedings.
12. If a conflict of interest arises, where **ACE** are also the insurers of the third party or proposed defendant to the **Claim** or legal proceedings, the **Insured Person** has the right to select and appoint other **Legal Representatives** in accordance with the terms of this insurance.
13. If at the **Insured Person's** request **Legal Representatives** cease to continue acting for the **Insured Person**, **ACE** shall be entitled to withdraw cover immediately or agree with the **Insured Person** to appoint other **Legal Representatives** in accordance with the terms of this insurance.

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**:
 - i. outside **Europe**; or
 - ii. within **Europe** where the duration of such **Incidental Holiday** exceeds 14 days
 - d. resulting from any **Journey** which would result in **ACE** being in breach of United Nations resolutions or trade or economic sanctions or other laws of the European Union, United Kingdom, or United States of America.

The **Policyholder** or **Insured Person** should contact **ACE** on 0345 841 0056 for clarification of policy cover for travel to countries which may be subject to United Nations resolutions or trade or economic sanctions or other laws of the European Union, **United Kingdom**, or United States of America.

2. **ACE** shall not be liable for **Bodily Injury**, loss or expense resulting from or contributed to by, directly or indirectly as a result of:
 - 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 active service;
 - e. **War**, whether **War** is declared or not;
 - f. the **Insured Person** being under the influence of alcohol, drugs (unless properly prescribed) or solvents, alcoholism, drug addiction, solvent abuse or any addictive disorder;
 - g. the **Insured Person** suffering from any anxiety state, stress, depression, or any phobia or mental or nervous disorder;
 - h. 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;
 - i. any illegal act of the **Insured Person**;
 - j. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste resulting from the combustion of nuclear fuel; or
 - k. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.

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

Claim Conditions

1. On the happening of any occurrence likely to give rise to a **Claim** under this policy notice shall be given to the Claims Service Team as soon as reasonably possible after the date of the occurrence.

Postal Address: The Claims Service Team
ACE European Group Ltd
PO Box 4511
Dunstable
LU6 9QA
Telephone: 0345 841 0059
International: +44 (0)141 285 2999
Email: claims@acegroup.com

2. The **Insured Person** and **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 **Insured Person** or **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 **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 **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:
 - a. 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**.
 - b. 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:
 - a. if the **Insured Person** is aged 18 years or over **ACE** will pay all **Claims** other than **Accidental death** to the **Insured Person** and their receipt shall be a full discharge of all liability by **ACE** in respect of such **Claim**.
 - b. 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

Gibbs Denley and **ACE** are dedicated to providing a high quality service and want to maintain this at all times. If the **Policyholder** or an **Insured Person** is not satisfied with the service they have received, they should contact us immediately, quoting the policy details, so that their complaint can be dealt with as soon as possible.

If the complaint is about the sale of the policy or the customer service received they should contact:

Postal Address: The Partners
Gibbs Denley Insurance Services
Crystal House, Buckingway Business Park
Swavesey
Cambridge
CB24 4UL
Telephone: +44 (0)1954 233698
Email: info@course-u-can.com

If the complaint is in relation to **Claims** they should contact:

Postal Address: The Customer Relations Department
ACE European Group Ltd
PO Box 4510
Dunstable
LU6 9PZ
Telephone: +44 (0)141 285 2999
Email: customerrelations@acegroup.com

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

Postal Address: The Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR

Telephone: +44 (0)800 023 4567 (free from most landlines, charges may apply from a mobile phone), or +44 (0)300 123 9123 (calls charged at the same rate as 01 or 02 numbers on a mobile phone).
Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

The existence of these complaints procedures does not affect your statutory rights. For further information about your statutory rights please contact the 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:

Postal Address: Financial Services Compensation Scheme
10th Floor, Beaufort House
15 St. Botolph Street
London
EC3A 7QU
Telephone: +44 (0)207 741 4100
Email: enquiries@fscs.org.uk
Website: www.fscs.org.uk

Data Protection

The Personal Information You provide

ACE European Group Limited (hereafter “We, Us, Our”) is the data controller (as defined in the Data Protection Act 1998) and **We** accept fully **Our** responsibility to protect the privacy of customers and the confidentiality and security of Personal Information entrusted to **Us**.

In this notice, where **We** refer to Personal Information, this means any information that identifies an individual and includes any sensitive personal information (e.g. information about health or medical condition(s)).

Where **We** refer to ‘**You**’ or ‘**Your**’ Personal Information, this will include any information that identifies another person whose information **You** have provided to **Us** (as **We** will assume that they have appointed **You** to act for them). **You** agree to receive on their behalf any data protection notices from **Us**.

We will use **Your** Personal Information for the purpose of providing insurance services. By providing Personal Information, **You** consent that **Your** Personal Information, will be used by **Us**, **Our** group companies*, **Our** reinsurers, **Our** service providers/ business partners, and **Our** agents for administration, customer service, claims handling, assistance services, customer profiling, and for management and audit of **Our** business operations. **We** may also pass **Your** Personal Information to other insurers and regulatory and law enforcement bodies for the prevention of fraud, financial crime or where the law requires us to do so. **We** will not share **Your** Personal Information which is sensitive personal data (as defined in the Data Protection Act 1998) unless **We** have either specific consent from **You** or **Your** nominated personal representative or **We** are required to do so by law.

We may transfer **Your** Personal Information to countries outside the EEA which may not have the same level of data protection as in the UK, but if **We** do, **We** will ensure appropriate safeguards are put in place to protect **Your** Personal Information.

If **You** ask **Us**, **We** will tell **You** what Personal Information **We** hold about **You** and provide it to **You** in accordance with applicable law. **We** are permitted to charge a fee of £10 for this. Any Personal Information which is found to be incorrect will be corrected promptly. **We** may monitor and/or record **Your** communication with **Us** either ourselves or using reputable organisations selected by **Us**, to ensure consistent servicing levels and account operation. **We** will keep information about **You** only for so long as it is appropriate.

For questions regarding your Personal Information, please contact:

The Customer Services Manager
ACE Claims and Customer Service Centre
200 Broomielaw
Glasgow
G1 4RU
Telephone: 0345 841 0056
email: cust.servuk@acegroup.com

* The ACE Group of companies includes ACE European Group Limited and ACE Europe Life Limited - insurance companies registered in the United Kingdom, and wholly owned subsidiaries of ultimate parent company ACE Limited, a company registered in Switzerland and listed on the New York Stock Exchange.

Underwritten by:

ACE European Group Limited

Main business – general insurance.
Registered in England & Wales No. 1112892.
Head Office: ACE Building, 100 Leadenhall Street,
London, EC3A 3BP.

Authorised by the Prudential Regulation Authority (PRA) and regulated by the Financial Conduct Authority (FCA) and the Prudential Regulation Authority (PRA). Registration number FRN202803. This can be checked on the Financial Services Register by visiting the FCA's website www.fca.org.uk/register or by contacting the FCA on 0800 111 6768. Additional information can be found at: www.acegroup.com/uk