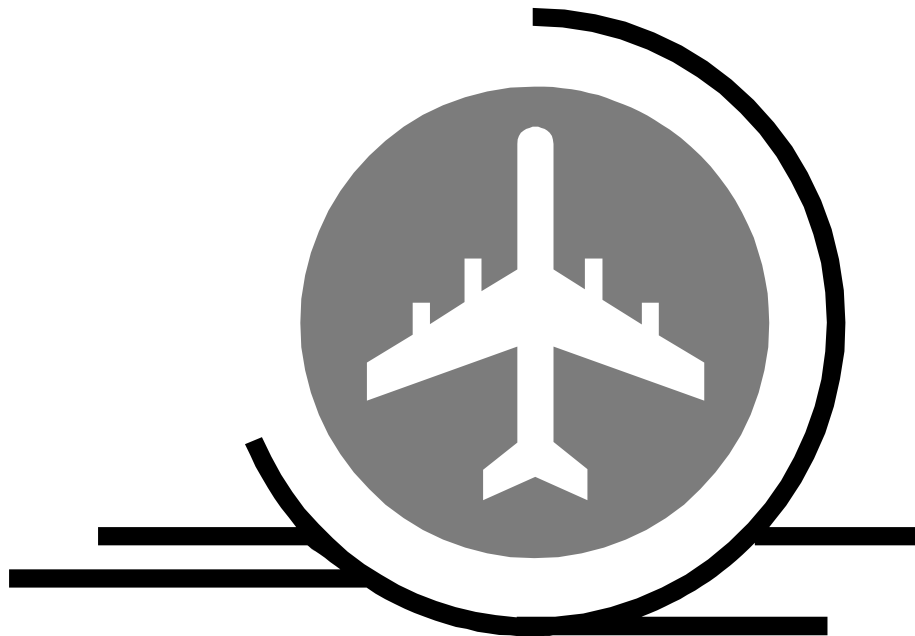




**ace europe**



**ACE Guardian World  
Injury & Travel Insurance  
Policy Wording**

# ACE Guardian Injury and Travel Insurance

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## Introduction

Please take time to read all parts of the Policy to make sure they meet your needs and that you understand the terms, exclusions and conditions. If you wish to change anything or if there is anything you do not understand, please let Masterpolicy know, or speak to your local ACE contact.

## Insurance Agreement

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

The Insured will 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 contract consists of this Policy, including the Policy Schedule and Schedule of Benefits.

All information supplied to ACE by the Insured will be incorporated into and be the basis of this Policy.

**Please keep this Policy in a safe place. You may need to refer to it if you make a claim.**



Andrew Kendrick  
Chairman and CEO  
ACE European Group Limited

## Law Applicable to Contract

This Policy shall be governed by and construed in accordance with the Law of England and Wales and the English Courts alone shall have jurisdiction in any dispute. The language of this Policy and all communications relating to it shall be in the English language.

## Important Contact Details

### **ACE Claims**

Telephone: 0845 8410059  
+44 (0)141 285 2999 (from outside the UK)  
e-mail: [ah.ukclaims@acegroup.com](mailto:ah.ukclaims@acegroup.com)

### **Emergency Medical Expenses**

Telephone: +44(0) 207 173 7798

### **Financial Ombudsman**

Telephone: 0845 080 1800  
e-mail: [enquiries@financial-ombudsman.org.uk](mailto:enquiries@financial-ombudsman.org.uk)  
web: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

### **Financial Services Compensation Scheme**

Telephone: 020 7892 7300  
web: [www.fscs.org.uk](http://www.fscs.org.uk)

**Please keep this Policy in a safe place. You may need to refer to it if you make a claim.**

## ACE Guardian Assistance

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

The assistance services are included automatically with the insurance cover and are summarised below.

### Telephone Based Services

To access ACE Guardian Assistance, simply call:

**+44 20 7173 7798** (for calls made from outside the United Kingdom); or

**020 7173 7798** (for calls made from within the United Kingdom).

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

You will be requested to provide:

- your name;
  - your organisation or company's name;
  - the name of your Parent Company, if any;
  - the nature of the assistance needed and
  - a contact number or address where you can be reached.
- It would be helpful, but not essential, if you had your Policy Number to hand.

The assistance line cannot provide details of your cover and should not be contacted to make a claim when you return home. In both instances the person in your company or organisation who arranged this insurance, or Masterpolicy, should be contacted.

### Travel Assistance

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

#### 1. Medical Assistance

- 24 hour service** - 24 hours a day, 365 days a year multi-lingual service.
- Medical Expertise** - On hand for advice, referral or treatment.
- Air Ambulance** - Emergency repatriation including use of Air Ambulance or scheduled flights as necessary and appropriate.
- Local payment of hospital bills** - No need for the Insured Person to use their own cash.
- Drug replacement** - Replacement of essential maintenance medication or prescribed drugs.
- Arranging overseas hospitalisation** - Locating and arranging for Hospital Confinement and monitoring patients in co-operation with the attending local physician.
- Local Agent** - Arranging for the services of a local agent to provide assistance and advice.
- Funeral Arrangements** - Organising the repatriation of human remains and arranging the necessary import/export documents.
- Liaising** - with patient's relatives, employer, United Kingdom General Practitioners and Hospital Services.
- Relatives travelling to be with the Insured Person** - Assisting accompanying relatives of the patient by arranging and paying for transport costs and additional accommodation costs – door to door.
- Locating and dispatching drugs** - plus contact lenses glasses blood and medical equipment which are unavailable at the patient's location.

#### 2. Non-medical Assistance

- Replacing Lost or Stolen Documents** - Help with replacement of lost or stolen passport, tickets, or other travel documents.
- Cancelling Financial Cards** - Advice on cancellation of lost or stolen financial cards or travellers cheques.
- Emergency Cash** - Advance of emergency funds following loss or theft of money overseas. (Temporary loan only - Insured Person will be required to provide proof of ability to repay).
- Lost luggage location** - Help with the tracking of lost luggage.
- Business Documents and messages** – Forwarding essential business documents and urgent messages. (Not insured - but the service is available at the Policyholder's/Insured Person's expense).
- Legal advice**
- Interpreters** - The provision of interpreters at business meetings or the translation of documents. (Not insured - but the service is available at the Policyholder's/Insured Person's expense).

#### 3. Pre -Travel Information

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

**+44 20 7173 7798** (for calls made from outside the United Kingdom); or

**020 7173 7798** (for calls made from within the United Kingdom).

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.

The Insured Person should have details of this Policy, including the Policy number and Period of Insurance when calling.

## Additional Services

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

#### 1. Foreign & Commonwealth Office Travel Advice

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

#### 2. European Health Insurance Card (EHIC)

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

A person can apply for an EHIC:

- by phone on 0845 606 2030
- by post using an EHIC form available from the Post Office
- on-line at [www.ehic.org.uk](http://www.ehic.org.uk)

## Consumer Protection Information

This Policy should be read carefully to ensure that it has been prepared in accordance with requirements. If there are any queries, these should be directed to the intermediary who arranged this cover or directly to ACE. This Policy should be kept in a safe place - it may be needed for reference if a claim is made.

### **Financial Services Authority**

ACE is authorised and regulated by the Financial Services Authority (FSA). Registration number **FRN202803**.

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

### **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 please contact:

1. Masterpolicy who arranged this insurance: or
2. ACE's Customer Service Manager  
Postal Address: 200 Broomielaw, Glasgow G1 4RU.  
Telephone: 0845 841 0058 (Within UK only)  
International: +44 (0)141 285 2999  
Facsimile: +44 (0)1293 597 322  
E-mail: [A&Hcustserv.complaints@acegroup.com](mailto:A&Hcustserv.complaints@acegroup.com)
3. The Financial Ombudsman Service (FOS) who may be approached for assistance in limited circumstances if there is still dissatisfaction with ACE's final response. Those limited circumstances are where the Policy is taken out by:
  - a) an individual;
  - b) a business with an annual group turnover of less than GBP1m;
  - c) a charity with annual income of less than GBP1m, and;
  - d) a trustee of a trust that has a net asset value of less than GBP1m.

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

Tel: 0845 080 1800  
Fax: 0207 964 1001  
Email: [enquiries@financial-ombudsman.org.uk](mailto:enquiries@financial-ombudsman.org.uk)  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

The existence of these Complaints Procedures does not affect any right of legal action the Policyholder may have against ACE.

## Data Protection

ACE fully accepts its responsibility to protect the privacy of customers and the confidentiality and security of information entrusted to it. ACE will also ensure that it uses information fairly, for its intended purpose and will retain records only for as long as necessary. ACE European Group Limited is part of the ACE Group of companies. ACE and 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. For these purposes and for the prevention of fraud, the information may also be disclosed to and used by:

1. ACE's service providers and agents; and/or
2. the Policyholder's agents, where appointed; and/or
3. other insurers and regulatory bodies.

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.

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.

### **Financial Services Compensation Scheme**

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

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

Telephone: 020 7892 7300.  
Fax: 020 7892 7301.  
Website: <http://www.fscs.org.uk>

## General Definitions

**Abroad** shall mean outside the Insured Person's normal Country of Domicile

**ACE Guardian Assistance** shall mean:

- a) the telephone advice, information and counselling services; and/or
- b) the travel assistance and emergency medical and repatriation services; and/or
- c) the security information, advice or assistance services; arranged by ACE.

**Accident** shall mean a sudden, external and identifiable event that happens by chance and could not have been expected. The word 'accidental' shall be construed accordingly. If an Insured Person suffers Bodily Injury as a result of unavoidable exposure to severe weather conditions ACE will consider it as having been caused by an Accident.

**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.

**Associate Company** shall mean a company or organisation of the Policyholder the name of which has been advised to and accepted by ACE (subject to General Condition 16 which provides automatic cover for new acquisitions in certain circumstances).

**Bodily Injury** shall mean injury which is caused solely by Accidental means and which independently of illness or any other cause results in the Insured Person's death or disablement, within twenty-four calendar months from the date of the Accident.

**Business** shall mean the business of the Policyholder as described in the Schedule.

**Business Partner** shall mean an individual who has entered into a legal contract with one or more people to manage the Business of the Policyholder and to share in the responsibilities, resources, profits and liabilities of such Business.

**Child/Children** shall mean the children, stepchildren and legally adopted children for whom an Insured Person or their Partner is the Parent or Legal Guardian.

To be covered by this Policy, the Child/Children must:

1. not be married; and
2. be under 18 years of age or under 23 years of age if in Full Time Education.

**Commuting** shall mean travel between normal residence and normal place of work.

**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.

**Declarations** shall mean the up-to-date information supplied by the Insured confirming the names, ages, Countries of Domicile, dates and destinations of travel of all Insured Persons.

**Dependent Child** shall mean a Child who is dependent on the Insured Person or the Insured Person's Partner.

**Director** shall mean a serving director (other than a non-executive director) of the Policyholder whose details have been notified to Companies House in accordance with Section 288 of the Companies Act 1985 or any statutory amendment modification or re-enactment of such Act or Regulations.

**Effective Time** shall mean the time, during a Period of Insurance, when an Insured Person is covered – as detailed in the Schedule of Benefits.

**Employee(s)** shall mean any person(s) under a contract of service or apprenticeship with the Policyholder.

**Excess** shall mean the first amount of a claim, expressed as a monetary amount or a percentage of the loss, which the Policyholder must bear.

**Full Time Education** shall mean a programme of learning provided by a recognised educational body, which leads to a qualification by examination or assessment which is either:

1. full-time study; or
2. a mixture of study and work experience as long as at least two thirds of the total time for the course is spent on study.

**GBP** shall mean pounds sterling.

**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.

**Hospital Confinement** shall mean admission to a Hospital as an In-patient as a result of bodily injury or illness for a continuous period of 24 hours or more on the advice of and under the constant supervision of a Qualified Medical Practitioner.

**Incidental Holiday** shall mean any holiday taken in conjunction with a Journey made primarily for Business purposes.

**In-patient** shall mean an Insured Person who has gone through the full admission procedure and for whom a clinical case record has been opened and whose admission is necessary for the medical care and treatment of bodily injury or illness and not merely for any form of nursing, convalescence, rehabilitation, rest or extended care.

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

**Journey (AG1)** shall mean any trip abroad in connection with the business of the Insured, including Incidental Holiday travel undertaken whilst on a long term trip (in excess of 6 months)

1. Cover for Cancellation under the Disruption Section of the Policy begins when the Journey is booked (if this Policy is in force at the time of booking) or at the commencement of the Insured Person's Period of Insurance and ends when the Insured Person leaves home in the Country of Domicile to commence the Journey or expiry of the Insured Person's Period of Insurance (whichever comes first).
2. Cover under all other Sections begins when the Insured Person leaves home in the Country of Domicile during the Insured Person's Period of Insurance to commence the Journey and ends upon the Insured Person's return to the Country of Domicile following emergency repatriation arranged by ACE Assistance; return home or expiry of the Insured Person's Period of Insurance. Where the duration of a Journey exceeds 6 months, cover under all other Sections includes temporary return to the Insured Person's Country of Domicile during a Journey.

**Occupation** shall mean carrying out the duties of one's employment in the Business.

**Parent or Legal Guardian** shall mean a person with parental responsibility, or a legal guardian, both being in accordance with the Children Act 1989 and any statutory amendment modification or re-enactment of it.

**Partner** shall mean:

1. an Insured Person's spouse; or
2. an Insured Person's civil partner, registered pursuant to the Civil Partnership Act; or
3. someone of either sex with whom an Insured Person is living as though they are their spouse or civil partner at the time of the occurrence which is the subject of a claim under this Policy.

**Period of Insurance** shall mean the period between and inclusive of the dates shown From: and To: in the Policy Schedule commencing at 00.01 hours on the earliest date shown and expiring at midnight on the latest date shown. Both dates refer to local standard time at the address of the Policyholder as shown in the Policy Schedule.

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

**Premium** shall mean the amount shown on the Policy Schedule in respect of the specified Period of Insurance or any amount which subsequently becomes due as a result of alteration, adjustment or renewal of the Policy.

**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 who is neither:

1. a Insured Person; or
2. a relative of a Insured Person unless approved by ACE

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

**United Kingdom** shall mean England, Scotland, Wales and Northern Ireland (excluding the Isle of Man and the Channel Islands). Where the Insured Person is not domiciled in the United Kingdom and where the context permits, the term United Kingdom shall be construed as meaning the Insured Person's Country of Domicile.

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

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

## General Conditions

### Acquisitions

If during the Period of Insurance the Policyholder acquires or creates a subsidiary or Associated Company either directly or through one of its own subsidiaries, cover under this Policy automatically extends to include such subsidiary or Associated Company from the date of its acquisition or creation, provided that the revised underwriting information does not vary by more than 10% from the information upon which the premium at inception or last renewal (whichever occurred last) was calculated. Underwriting information for the purposes of this Condition shall mean whichever of the following elements has formed the basis of the premium calculation;

1. estimated salaries;
2. numbers of Insured Persons;
3. travel pattern;
4. fixed benefits.

If the revised underwriting information varies by more than 10% ACE agrees to provide cover from the date of creation or acquisition of such subsidiary or Associated Company, for a period of 30 days during which time the Policyholder shall provide any additional information as ACE may require and pay such additional premium as may become due.

### Adjustable Premiums

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.

### Arbitration

If any difference arises as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the relevant statutory provisions.

Where any difference is to be referred to arbitration in accordance with this Condition, the making of an award shall be a condition precedent to any right of action against ACE.

### Assignment

Subject to the General Condition headed 'Payment of Benefits', 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.

### Cancellation

ACE may cancel:

1. this Policy by giving thirty 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; and
2. any cover provided by this Policy for War by sending seven days written notice to the Policyholder at their last known address.

### Change in Business Description

The Policyholder shall give written notice within a reasonable time of any alteration in the Policyholder's Business.

### Choice of Law

This Policy shall be governed by and construed in accordance with the Law of England and Wales and the English Courts alone shall have jurisdiction in any dispute. Communication of and in connection with this Policy shall be in the English language.

### Compliance with Policy Requirements

Where the 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.

### Contracts (Rights of Third Parties) Act

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.

### Interest

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:

1. from the date of final receipt of such certificates, information or evidence; and
2. at the base rate established by the Bank of England on such date.

### Journeys continuing beyond expiry of Period of Insurance

Where a Journey continues beyond the expiry of the Period of Insurance for reasons beyond the control of the Policyholder or Insured Person such period is extended for up to a maximum of twelve months or until the completion of such Journey whichever is sooner.

### Misdescription

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.

### Other Insurance

The cover provided under Section B – Travel in respect of any Additional Insured Person shall apply fully where no more specific insurance is in place for such person. Where more specific insurance is in place covering the same claim this policy shall apply only in excess of any amount paid under such other more specific insurance and shall not cover the first amount of any claim that the Insured Person is liable to bear themselves under such policy.

### Payment of Benefits

Notwithstanding the General Condition headed 'Assignment', where in relation to any Claim the Policyholder, at its discretion, directs ACE to do so, ACE shall pay benefits to, or indemnify, a named Insured Person and the receipt of such Insured Person shall be a sufficient discharge of ACE's liability to indemnify or pay the benefits concerned.

### Reasonable Precautions

The Policyholder and Insured Person shall take all reasonable steps to avoid or minimise any loss or damage and to recover any property which has been lost or stolen.

### Taxes

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

### Terms and Conditions.

ACE reserve the right to make changes, add to the Policy terms and/or to change the total amount payable for this insurance for legal, regulatory or taxation reasons

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



## Claims 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 0058 (Within UK only)  
International: +44 (0)141 285 2999  
Facsimile: +44 (0)1293 725820  
E-mail: ah.ukclaims@acegroup.com
2. The 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 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 or anyone acting on the Policyholder's behalf or by an Insured Person or any Insured Person's legal representatives to obtain benefit under this Policy ACE shall be under no liability in respect of such claim.
4. Any Excess, where applicable, will apply separately under each section or sub-section, in respect of each and every claim and for each Insured Person.
5. The Insured Person shall as soon as possible after the occurrence of any Accidental bodily injury or illness;
  - a) obtain and follow the advice of a Qualified Medical Practitioner.
  - b) co-operate with and follow the advice of an independent rehabilitation case manager where appointed by ACE and ACE shall not be liable for any consequences of the Insured Person's failure to cooperate and obtain and follow such advice and use such appliance or remedies as may be prescribed.
6. In the event of death of an Insured Person who is also the Policyholder, the benefit payable for death will be paid to the estate of such Policyholder/Insured Person.
7. Claims involving foreign currency will be converted into the currency in which the premium and benefits/indemnity limits are shown, at the selling rate of exchange published in the Financial Times on the day nearest to the date of the loss.

## General Exclusions

1. ACE shall not be liable for Bodily Injury, loss, damage or expense resulting from or contributed to by, directly or indirectly:
  - a) the Insured Person committing or attempting to commit suicide or intentionally inflicting self injury.
  - b) the Insured Person engaging in aviation as a pilot or crew member of an aircraft or other aerial device.
  - c) 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.
  - d) War, whether declared or not in the Insured Person's Country of Domicile.
2. ACE will not be liable for payment of any benefit for Bodily Injury, loss or expense Due To:
  - a) a covered Trip that is undertaken against the advice of a qualified medical practitioner or with the intention of obtaining medical treatment.
  - b) any persons who have received a terminal prognosis.
  - c) where there is cover provided by any other insurance policy, national health scheme or reciprocal health agreement.
  - d) claims where medical or other suitable evidence is not provided to support the claim.
  - e) the failure to take reasonable precautions or preventative treatment or prophylaxis.
  - f) any Insured Person who exceeds the age of 80 years at commencement of the Covered Trip.
  - g) the Insured Person being under the influence of alcohol, non-prescribed drugs or solvent abuse.
  - h) willful self injury, suicide, attempted suicide, deliberate exposure to exceptional danger (except in an attempt to save human life) or participation in any illegal occupation or criminal act.
  - i) any condition caused by, prolonged by, or aggravated by any psychiatric, mental or nervous disorder including stress, anxiety and/or depression.

**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.**

## Section A (i) - Injury

The cover provided by this section or its sub-sections will apply only if a benefit amount is shown in the relevant section or sub-sections 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, ACE will pay the appropriate amounts under Items 1 to 5 below:

### 1. Death

Where Bodily Injury results in death ACE will pay up to the amount shown in the Schedule of Benefits.

### Specific provision applicable to Death

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

### 2. Permanent Total Disablement

Where Bodily Injury results in Permanent Total Disablement ACE will pay up to the amount shown in the Schedule of Benefits.

### 3. Permanent Disabling Injuries

Where Bodily Injury results in:

#### Permanent Disabling Injuries

ACE will pay a percentage of the amount shown under 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.

### 4. Temporary Total Disablement

Where Bodily Injury results in Temporary Total Disablement, ACE will pay up to the amount shown in the Schedule of Benefits. This benefit will be payable in addition to any amount claimed under Items 2 or 3 of this Section.

### 5. Temporary Partial Disablement

Where Bodily Injury results in Temporary Partial Disablement, ACE will pay up to the amount shown in the Schedule of Benefits. This benefit will be payable in addition to any amount claimed under Items 2 or 3 of this Section.

### Specific provision applicable to Temporary Total Disablement and Temporary Partial Disablement

Where a period of Temporary Total Disablement or Temporary Partial Disablement, or part thereof, is less than a complete week the amount payable for each Working Day shall be an appropriate percentage of the Insured Person's normal days/hours of work per week as set out in their contract of employment, reasonably adjusted to take into account any overtime or other payments earned by the Insured Person prior to the period of Temporary Total Disablement or Temporary Partial Disablement.

### Accident Medical Expenses

Where Bodily Injury results in a valid claim under Items 1, 2, 3, 4 or 5 of Section A, of this policy (if covered), ACE will reimburse Accident Medical Expenses incurred of up to 25% of the benefits shown in the Schedule of Benefits, subject to a maximum limit of GBP20,000 per claim.

## Section A (ii) - Injury - Additional Covers

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.

### Funeral Expenses

Where Bodily Injury results in death and a benefit amount is shown for death under Section A – Item 1 of the Schedule of Benefits, ACE will, on production of the interim Death Certificate, pay the Policyholder, up to GBP10,000 to cover reasonable funeral expenses in the United Kingdom or in any other country.

This benefit is payable in addition to the death benefit.

### Home Adaptation/Relocation Expenses

Where Bodily Injury results in Quadriplegia or Paraplegia, and the benefit for Permanent Total Disablement becomes payable, ACE will also indemnify the Policyholder for expenses incurred, up to GBP25,000, for adapting the Insured Person's home or for relocating to another home to cater for the practical changes involved in living with the disablement.

### Hospital Confinement Benefit

(The following cover applies to all injuries, including less serious injuries and is not dependent on Bodily Injury as defined in this Policy.)

If during a Period of Insurance, an Accident occurs during the Effective Time shown in the Schedule of Benefits or during a Journey and the Insured Person sustains injury which, independently of illness or any other cause, results in their Hospital Confinement within twelve calendar months from the date of the Accident, ACE will pay the Policyholder GBP50 for each complete day (twenty-four hour period) of such Hospital Confinement up to a maximum of 365 days.

### Hospital Visiting Expenses

(The following cover applies to all injuries, including less serious injuries and is not dependent on Bodily Injury as defined in this Policy).

Where bodily injury results in the Insured Person's Hospital Confinement more than 10 miles away from the Insured Person's home, ACE will indemnify the Policyholder up to GBP100 per day up to a maximum of GBP1,000 for additional travel and Accommodation expenses reasonably and necessarily incurred by:

1. the Insured Person's Partner, children or parents; and/or
2. a close Business Associate of the Insured Person, for the purposes of visiting the Insured Person during such period of Hospital Confinement.

### Loss of or Damage to Personal Belongings from Assault

Where an unprovoked assault which results in the Insured Person sustaining Bodily Injury also results in loss of or damage to the Insured Person's Personal Belongings, ACE will indemnify the Policyholder for such loss or damage up to a maximum of GBP500.

### Paraplegia

Where Bodily Injury results in Paraplegia, and the benefit for Permanent Total Disablement becomes payable, ACE will pay GBP75,000. 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.

### Retraining Expenses

Where Bodily Injury results in the Permanent Total Disablement benefit becoming payable for an Insured Person who is a Director, Business Partner or Employee of the Policyholder, ACE will indemnify the Policyholder up to GBP15,000 for reasonable costs incurred to retrain the Insured Person for an alternative occupation either in the Business of the Policyholder or elsewhere.

### Return Home Expenses

Where Bodily Injury results in the Insured Person being physically incapacitated more than 10 miles away from the Insured Person's home for 72 hours or more, ACE will indemnify the Policyholder up to GBP750 for additional expenses reasonably and necessarily incurred in returning the Insured Person, their personal belongings and any portable Business equipment carried by them on the journey, to their home.

### Specific provisions applicable to Return Home Costs

The return must be organised by ACE Guardian Assistance.

### Urgent Expenses following death

Where Bodily Injury results in death and a benefit amount is shown for death under Section A – Item 1 of the Schedule of Benefits, ACE will, on production of an interim Death Certificate, pay the Policyholder up to GBP1,000 to cover expenses which need urgent payment whilst the administration of the Insured Person's estate is being arranged.

This benefit is payable in addition to the death benefit.

## Specific Definitions applicable to the Injury Section

**Accident Medical Expenses** shall mean all reasonable costs necessarily incurred for

1. Hospital, nursing home, ambulance, surgical or other diagnostic or remedial treatment;
2. prosthetics and physiotherapy;
3. psychological treatment and/or personal counselling; given or prescribed by a Qualified Medical Practitioner following an Accident for which ACE has paid or agreed to pay a benefit for death or disablement.

**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 over all.

**Annual Salary** shall mean the gross salary or wages payable per annum by the Policyholder to the Insured Person as remuneration for services provided immediately preceding the date of death or disablement excluding loans, whether repayable or otherwise, benefits in kind, profit share payments, overtime or expenses payments unless these emoluments have been specifically included in the estimated/actual salaries/wages on which the premium has been based.

**Benefit Period** shall mean the maximum (but not necessarily consecutive) period for which benefits are payable in respect of any Insured Person for any one Accident. The Benefit Period commences at the end of the Deferment Period, if any.

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

**Deferment Period** shall mean a period at the beginning of a period of temporary disablement during which benefits are not payable.

**Dependent Adult** shall mean any person who is dependent on the Insured Person for whom the Insured Person was in receipt of a carer's or attendance benefit from the State.

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

**Loss of hearing** shall mean total and permanent loss of hearing.

**Loss of limb** shall mean:

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

**Loss of sight** shall be deemed to have occurred:

1. in both eyes when the Insured Person's name has been added to the register of Blind Persons on the authority of a qualified ophthalmic specialist; or
2. in one eye when the degree of sight remaining after correction is 3/60 or less on the Snellen Scale (which means the Insured Person is only able to see at 3 feet that which they should normally be able to see at 60 feet) and ACE is satisfied that the condition is permanent and without expectation of recovery.

**Loss of speech** shall mean total and permanent loss of speech.

**Maximum Limit per Insured Person** shall mean the maximum amount shown in the Schedule of Benefits payable for any Insured Person for all Bodily Injury arising from any one Accident.

**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 a Permanent Disability caused other than by Loss of one or more Limbs, Loss of Sight in both eyes, Loss of Hearing in both ears or Loss of Speech which stops:

1. an Insured Person who is in full-time gainful employment from engaging in their usual occupation; or
2. an Insured Person who is not in full-time gainful employment from engaging in gainful occupation of any and every kind.

**Personal Belongings** (loss of Damage to Personal Belongings following and Assault) shall mean clothing and personal articles which are the property of the Insured Person or for which they are responsible

**Premises** shall mean any premises occupied by the Policyholder in connection with the Business as advised to ACE.

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

**Remunerated Employment** shall mean any gainful remunerated work for which the Insured Person is contracted to work at least 16 hours per week.

**Temporary Partial Disablement** shall mean temporary disablement which prevents the Insured Person from engaging in a substantial part of their usual occupation.

**Temporary Total Disablement** shall mean temporary disablement which entirely prevents the Insured Person from engaging in their usual occupation.

**Terrorism** shall mean any act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed in the pursuit of War or for political, religious or ideological purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

**Working Day** shall mean each complete day of Temporary Total Disablement or Temporary Partial Disablement during which, had it not been for the disablement, the Insured Person would normally have been working or engaging fully in their usual occupation

### Specific Conditions applicable to Section A - Injury

1. Benefit shall not be payable under more than one of Section A, Items 1 to 3 to one Insured Person in respect of any one Accident.
2. The total benefit payable to one Insured Person in respect of any one Accident shall not exceed the maximum per person limits shown in the Schedule of Benefits.
3. The Death Benefit is limited to the amounts shown in the Schedule of Benefits in respect of a child except where such child is an Insured Person who is aged 16 or 17 at the date of sustaining Bodily Injury and is a Director, Business Partner or Employee of the Policyholder.
4. Any contributory degenerative condition or disablement (as determined by a Qualified Medical Practitioner) known by the Insured Person to be in existence at the time of sustaining Bodily Injury will be taken into account by ACE in assessing the level of benefit payable.
5. Where a period of Temporary Total Disablement or Temporary Partial Disablement, or part thereof, is less than a complete week the amount payable for each Working Day shall be pro rata of the Insured Person's Weekly Wage.
6. If the aggregate amount of all benefits payable under this Section exceeds the applicable Aggregate Limit the benefit amount payable for each Insured Person shall be proportionately reduced until the total of all benefits does not exceed such Aggregate Limit. Where more than one Policy showing benefits has been issued by ACE in the name of the Policyholder, one aggregate limit of liability, the greatest, shall apply over all.

### Specific Exclusions applicable to Section A - Injury

ACE shall not be liable:

1. if Bodily Injury results from the Insured Person suffering from sickness or disease which is not itself the direct result of Bodily Injury.
2. for disabilities arising from:
  - a) Repetitive Stress (Strain) Injury or Syndrome or any gradually operating cause.
  - b) any psychological or psychiatric condition (other than Post Traumatic Stress Disorder);
    - i) which follows Accidental bodily injury to an Insured Person and results in Permanent Disabling Injury or Temporary Total Disablement;
    - ii) resulting in Temporary Total Disablement where Accidental bodily injury is not suffered and which follows the Insured Person directly witnessing an act of Terrorism on a publicly licensed conveyance other than an aircraft or sea vessel.
3. for payment for Permanent Total Disablement in respect of an Insured Person who is aged 80 years or over at the commencement of the journey;
4. for payment for Permanent Disabling Injuries in respect of an Insured Person aged 80 years or over:
  - a) other than for Loss of one or more limbs and Loss of sight in one or both eyes; and
  - b) for more than the maximum limit shown in the Schedule of Benefits;
5. for any amount in excess of the Aggregate Limit.

## Section B – Travel

### Section B – Travel – Sub-sections

The cover provided by this section or its sub-sections will apply only if a benefit amount is shown in the relevant section or sub-sections in the Schedule of Benefits

#### 1- Emergency Medical and Other Expenses

**Please note: There is no cover provided under this section for routine medical expenses.**

##### Emergency Medical Expenses

If during a Period of Insurance the Insured Person suffers from an acute condition or sustains bodily injury during a Journey ACE will indemnify the Policyholder in respect of Emergency Medical Expenses up to the amount shown in the Schedule of Benefits for any one Journey.

##### Specific Definition applicable to Emergency Medical Expenses

**Acute Condition** shall mean a medical problem which first manifests itself with a sudden, distinct onset of marked intensity and is of such severity as would lead an Insured Person to seek immediate medical attention.

**Emergency Medical Expenses** shall mean all reasonable costs necessarily incurred outside an Insured Person's Country of Domicile: and/or outside the United Kingdom, up to the benefit amount for emergency Hospital, nursing home, ambulance, surgical or other diagnostic or remedial treatment given or prescribed by a Qualified Medical Practitioner which cannot be reasonably delayed until the Insured Person returns to their Country of Domicile.

**Emergency Medical Treatment** shall mean all reasonable costs for emergency Hospital, nursing home, ambulance, surgical or other diagnostic or remedial treatment given or prescribed by a Qualified Medical Practitioner that are necessarily incurred within an Insured Person's Country of Domicile other than the United Kingdom or any other country where a National Health Service or equivalent service is available, subject to the Insured Person's eligibility.

##### Hospital Confinement Benefit outside the United Kingdom

If during a Period of Insurance the Insured Person becomes ill or sustains bodily injury during a Journey resulting in the Insured Person's Hospital Confinement outside the United Kingdom or Country of Domicile ACE will pay the Policyholder the amount shown in the Schedule of Benefits for any one Journey.

##### Specific Condition applicable to Hospital Confinement Benefit outside the United Kingdom or Country of Domicile

Where Hospital Confinement of an Insured Person outside the United Kingdom or Country of Domicile results from Accidental bodily injury, the aggregate amount payable under this sub-section and under Section A (ii) – Injury - Additional Covers - Hospital Confinement Benefits (if covered) will be one benefit amount, the higher, shown in the Schedule of Benefits.

##### 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.

##### Specific Definition applicable to Supplementary Travel and Accommodation Expenses

##### Supplementary Travel and Accommodation Expenses

shall mean reasonable additional costs necessarily incurred:

1. for travel and Accommodation by up to two relatives, friends or close Business Associates of the Insured Person who on medical advice from a Qualified Medical Practitioner are advised to travel to or remain with the Insured Person;
2.
  - a) in transporting the Insured Person's body or ashes for burial in the United Kingdom or in any other country; and/or
  - b) in transporting the Insured Person's Personal Belongings (as defined in the Personal Belongings Section) back to the United Kingdom or to any other country.
  - c) for funeral expenses incurred in the burial or cremation of the Insured Person in the United Kingdom or in any other country (such expenses being limited to the amount shown in the Schedule of Benefits).

##### Specific Condition applicable to Supplementary Travel and Accommodation Expenses

Where funeral expenses for the burial or cremation of the Insured Person in the United Kingdom or in any other country are incurred, ACE will pay only one benefit either under this sub-section or under Section A (ii) – Injury - Additional Covers or Funeral Expenses (if covered).

##### Emergency Repatriation Expenses

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

##### Specific Definition applicable to Emergency Repatriation Expenses

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

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

##### Specific Conditions applicable to Emergency Repatriation Expenses

1. ACE Guardian 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/or Insured Person must not make or attempt to make arrangements without the involvement and/or agreement of ACE Guardian Assistance.
3. Any repatriation must be organised by ACE Guardian Assistance who will use the most appropriate method including, if necessary, the use of air services and arrange for qualified medical staff to accompany an 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 Guardian Assistance in good faith to any person not insured under this Policy.

### On-going treatment as an In-patient following emergency repatriation

If, in the 12 months immediately following emergency repatriation to the United Kingdom or Country of Domicile as a result of injury or illness, the Insured Person requires on-going medical treatment as an In-patient for the same injury or illness, ACE will indemnify the Insured Person in respect of reasonable Medical Expenses necessarily incurred and arranged by ACE Guardian Assistance up to the amount shown in the Schedule of Benefits.

ACE Guardian Assistance will normally arrange for the Insured Person to be admitted to a NHS hospital for treatment. Private treatment will be considered only where it is deemed necessary e.g. where, in the opinion of ACE Guardian Assistance, a NHS hospital cannot facilitate the Insured Person or provide the treatment within a reasonable period of time.

(Where the Insured Person's Country of Domicile is not the United Kingdom admittance will normally be to the local equivalent of a NHS hospital).

### Emergency Medical Treatment following return home

If following return to the Country of Domicile other than the United Kingdom, or any other country where a National Health Service or equivalent service is available, subject to the Insured Person's eligibility, an Insured Person becomes ill or sustains bodily injury, ACE will indemnify the Insured up to the benefit amount for reasonable and necessary Emergency Medical Treatment the Insured Person incurs, as required and arranged by ACE Guardian Assistance, for up to 3 months following the Insured Person's return home.

### Specific Condition applicable to Emergency Medical Treatment following return home

This section is only applicable if cover for which the Period of Insurance is still in force and the Insured Person has returned to their Country of Domicile where there is no National Health Service or the equivalent available, or the Insured Person is not eligible for this service.

### Specific Exclusions applicable to Emergency Medical Treatment following return home

ACE shall not be liable for costs incurred more than 3 months after return to the Insured's Country of Domicile

### Search and Rescue Expenses

If during a Period of Insurance whilst on a Journey outside the United Kingdom or Country of Domicile an Insured Person is reported as missing and it becomes necessary for the rescue or police authorities to instigate a search and rescue operation where:

1. it is known or believed that the Insured Person may have sustained Bodily Injury or suffered illness, or
2. weather or safety conditions are such that it becomes necessary to do so in order to prevent the Insured Person from sustaining Bodily Injury or suffering illness.

ACE will indemnify the Policyholder up to the benefit amount shown in Schedule of Benefits in respect of the necessary and reasonable costs incurred by ACE Guardian assistance and/or levied by recognized rescue or police authorities in searching for such Insured Person and for bringing them to a place of safety.

### Specific Conditions applicable to Search and Rescue

1. The Insured Person must comply at all times with local safety advice and adhere to recommendations prevalent at the time.
2. The Insured Person must not knowingly endanger either their own life or the life of any other Insured Person or engage in activities where their experience or skill levels fall below those reasonably required to participate in such activities.
3. ACE Guardian Assistance must be informed immediately or as soon as reasonably possible of any emergency that may potentially give rise to a claim.

4. Where it is reasonable and practical to do so, the Policyholder and/or Insured Person must make arrangements for search and rescue only with the involvement and/or agreement of ACE Guardian Assistance.
5. Expenses are only payable for the Insured Person's proportion of the search and rescue operation.
6. Costs will only be covered up to the point where the Insured Person is recovered by search and rescue or at the time where the search and rescue authorities advise that continuing the search is no longer viable.
7. A written statement from the appropriate rescue authorities involved in the search and/or rescue must be obtained and provided to ACE in the event of a claim.
8. Where any event covered under this sub-section is, or is subsequently found to be covered under the:
  - a) Medical or other travel expenses sub-section; or
  - b) Political or Natural Disaster Evacuation sub-section; or
  - c) Hijack sub-section
 the benefit amount payable shall be in addition to any amount payable under such sub-section

### Specific Exclusions applicable to Emergency Medical and Other Expenses

ACE shall not be liable for:

1. any expenses incurred where a Journey is undertaken against the advice of a Qualified Medical Practitioner or where the purpose of the Journey is to receive medical treatment or advice.
2. any expenses which are recovered from any national insurance programme which is applicable to the Insured Person.
3. any expenses incurred twelve months after:
  - a) emergency repatriation to the United Kingdom in respect of expenses of on-going medical treatment as an In-patient; or
  - b) the time of the incurring of the first expense in respect of other expenses.
4. The provision of prophylaxis or vaccinations or for any subsequent treatment that may be necessary due to them not having been administered before the journey commenced.
5. Treatment provided after 12 months from the date you sustained bodily injury or were diagnosed with an Acute condition.
6. Blood supplies in respect of blood disorders existing at the time of booking or commencing a Covered Trip, whichever is the later.
7. Expenses incurred in respect of any child who has been born outside the Insured Person's Home Country during a Covered Trip unless such child has been declared to and accepted by ACE.
8. Routine dental and optical treatment, or the provision of dentures, spectacles, lenses or contact lenses.
9. Any treatment from a chiropractor, physiotherapist or any other source of alternative medicine, unless this has been recommended by the treating doctor and then authorised by the Medical Officer of the Assistance Company.
10. The cost of continuing regular medication for any condition for which medical advice, or treatment is being followed at the time of booking or commencing a Covered Trip, whichever is the later.
11. Any expense recoverable under any reciprocal health arrangement, national health scheme or any other insurance policy.
12. Routine medical examinations including vaccinations, the issue of medical certificates and attestations and examinations as to the suitability for employment and/or volunteer work or travel. Eye and ear examinations including the cost of spectacles, contact lenses and hearing aids.

13. Treatment or expenses incurred in the Insured Person's Country of Domicile (**This exclusion does not apply in respect of Emergency Medical Treatment following return home**)
14. Artificial devices such as hearing aids, limbs and the like.
15. Expenses for routine medical examinations, checkups, tests, or scans unless they relate to the diagnosis and/or treatment of an Acute condition.
16. Body piercing or any claim arising from the process of body piercing.
17. Drugs without a doctor's prescription.
18. The first GBP100 of any claim in respect of those on journeys exceeding 6 months in duration
19. Claims recoverable under any other insurance (Private Medical Insurance or Section of this Insurance)
20. Any expenses relating from or relating to elective surgery.
21. Any expenses arising from the failure to follow the advice of the Assistance Company

### Special Extension to Section 2 – Medical Expenses

This Medical Section extends the cover provided by the Medical Expenses, In-patient Benefit outside of the United Kingdom, Supplementary Travel and Accommodation Expenses in the United Kingdom, Supplementary Travel and Accommodation Expenses and Emergency Repatriation Expenses outside the United Kingdom sub-sections to include illness Due To complications of pregnancy (as diagnosed by a Qualified Medical Practitioner who specialises in obstetrics) provided that if travelling within 12 weeks of the expected date of delivery the Insured Person provides a medical certificate - which must be dated no earlier than 5 days before the outbound travel date - issued by a Qualified Medical Practitioner or midwife confirming the number of weeks of pregnancy and that they are fit to travel.

## 2 - Personal Belongings

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

### Specific definition applicable to Personal Belongings

Personal Belongings shall mean personal articles which are the property of the Insured Person; or property, other than Business Equipment or Electronic Business Equipment (as defined under Section 3 – Business Equipment), for which they are responsible; and which are taken on or acquired during the Journey.

### Personal Belongings Delay

If during a Period of Insurance access is denied to all or part of the Insured Person's Personal Belongings for more than four hours during any stage of a Journey (other than the final return stage to the United Kingdom or Country of Domicile) for any reason outside the Policyholder's or Insured Person's control ACE will reimburse the Policyholder or Insured Person's in respect of sums paid for the purchase of essential items of replacement clothing or toilet requisites up to the amount shown in the Schedule of Benefits. Any amounts paid under this extension will be deducted from any subsequent amounts payable under Personal Belongings in respect of the same loss.

### Loss or Delay of Home Keys or Car Keys

If during a Period of Insurance access is denied to the Insured Person's home keys or car keys for more than four hours after the Insured Person's disembarkation in the United Kingdom or Country of Domicile on completion of the final leg of their Journey as a result of:

1. loss or theft of such keys occurring outside the United Kingdom or Country of Domicile; or
2. delay of Personal Belongings containing such keys for any reason outside the Policyholder's or Insured Person's control;

ACE will pay the Policyholder, on behalf of the Insured Person, up to the amount shown in the Schedule of Benefits for reasonable and necessary costs incurred in:

- a) having such keys or spare keys couriered to the Insured Person; and/or
- b) travelling to obtain spare keys; and/or
- c) locksmiths charges in gaining access and/or replacing locks damaged in gaining access to the Insured Person's home.

For exclusions and conditions applicable to this sub-section please refer to:

1. Specific Exclusions applicable to the Personal Belongings and Business Equipment sub-sections detailed at the end of sub-section 3 – Business Equipment.
2. Specific Conditions applicable to the Personal Belongings and Business Equipment sub-sections detailed at the end of sub-section 3 - Business Equipment.

### 3 - Business Equipment

If during a Period of Insurance the Insured Person sustains loss of or damage to:

- a) Electronic Business Equipment; and/or
- b) Other Business Equipment;

during a Journey, ACE will indemnify the Policyholder & Insured Person in respect of such loss or damage up to the amounts shown in the Schedule of Benefits.

#### Specific Definition applicable to Business Equipment

Business Equipment shall mean any articles, other than Electronic Business Equipment, used primarily for Business purposes, which are the property of the Policyholder and/or the Insured Person for which the Insured Person is responsible and which are taken on or acquired during the Journey undertaken by the Insured Person.

Electronic Business Equipment shall mean electronic articles used primarily for Business purposes, which are the property of the Policyholder and/or the Insured Person and for which the Insured Person is responsible and which are taken on or acquired during the Journey undertaken by the Insured Person.

#### Specific Exclusions applicable to Personal Belongings and Business Equipment

ACE shall not be liable for:

1. loss of or damage to mechanically propelled vehicles or their accessories (whether such accessories are permanently fitted to such vehicle or not);
2. loss of any items left in a motor vehicle unless kept out of sight in a locked boot or compartment or under the purpose built luggage cover of an estate or hatchback car;
3. loss or corruption of or damage to software, information or data contained in any computer, tapes, media or other electronic equipment or device or any consequential loss arising there from;
4. loss or damage due to:
  - a) moth, vermin, wear and tear, atmospheric or climatic conditions or gradual deterioration; or
  - b) inherent mechanical or electrical failure, breakdown or derangement; or
  - c) any process of cleaning, restoring, repairing or alteration;
5. 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;
6. 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;
7. loss or damage to any items sent as freight or under an airway-bill or bill of lading;
8. loss due to confiscation or detention by customs or any other authority;
9. loss or damage to Electronic Business Equipment which is insured under any other insurance policy;
10. loss of Money as defined in the Money Section;
11. the amount of the Excess (if any) shown in the Schedule of Benefits for Electronic Business Equipment and Business Equipment.

#### Specific Conditions applicable to Personal Belongings and Business Equipment

1. On the happening of any loss or damage ACE shall be entitled:
  - a) to take and keep possession of any article and to deal with salvage in a reasonable manner.
  - b) at its own option to repair or replace any article for which it is liable.
2. In the event of total loss or destruction of any article of Personal Belongings the basis of settlement shall be the cost of replacing the article as new provided that:
  - a) the replacement article is substantially the same but not better than the original article when new; and
  - b) proof of purchase/ownership is provided for articles valued in excess of GBP500; and
  - c) the receipt for the replacement item is provided.
3. In the event of total loss or destruction of any article of Business Equipment or Electronic Business Equipment the basis of settlement shall be the market value of the article at the date of loss taking into account wear, tear and depreciation.
4. In respect of any one Insured Person the benefit amount shall not be reduced by the amount of any loss during any one Journey and no additional premium shall be payable for such automatic reinstatement of cover.



## 4 - Money

If during a Period of Insurance the Insured Person sustains loss or damage to Money during a Journey, or during the one hundred and twenty hours immediately prior to commencement or subsequent to completion of the Journey, ACE will pay the Policyholder, on behalf of the Insured Person, in respect of such loss up to the amount shown in the Schedule of Benefits for any one Journey.

### Specific Definition applicable to Money

Money shall mean coins or bank notes (cash), postal or money orders, signed travellers cheques and other cheques, letters of credit, travel tickets, promotional vouchers, 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.

### Financial Card Misuse

If during a Period of Insurance the Policyholder or Insured Person sustains financial loss directly as a result of a financial card being lost or stolen during a Journey and subsequently being used fraudulently by any person other than:-

1. the Insured Person; or
2. a member of the Insured Person's family; or
3. an Employee of the Policyholder where the financial card is issued on behalf of the Policyholder.

ACE will indemnify the Policyholder, or pay the Policyholder on behalf of the Insured Person, for such loss up to the amount shown in the Schedule of Benefits for any one Journey.

### Specific provision applicable to Financial Card Misuse

The Policyholder or the Insured Person must comply fully with all the terms and conditions under which such card has been issued.

### Emergency Replacement of Passport, Visa, Travel Documents or Driving Licence

If during a Period of Insurance and during a Journey the Insured Person sustains loss or theft of or damage to:

1. their passport, visa or other essential travel documents ACE will indemnify the Policyholder or Insured Person in respect of fees charged and any reasonable additional travel or Accommodation expenses incurred in replacing them; or
2. their Driving Licence or International Driving Licence ACE will indemnify the Policyholder or Insured Person in respect of fees charged by the appropriate authorities in obtaining any official temporary driving licence or replacement licence up to the amount shown in the Schedule of Benefits for any one Insured Person.

### Specific Condition applicable to Money

In respect of any one Insured Person the benefit amount shall not be reduced by the amount of any loss during any one Journey and no additional premium shall be payable for such automatic reinstatement of cover.

### Specific Exclusions applicable to Money

ACE shall not be liable for:

1. loss or theft of a financial card and/or loss or theft of or damage to passport, driving licence or other travel documents not reported to the police and/or appropriate authorities within 72 hours of discovery or earlier if required by the card issuer.
2. loss due to confiscation or detention by customs or any other authority.
3. loss due to devaluation of currency or shortages due to errors or omission during monetary transaction.

## 5 - Disruption

### Cancellation, Alteration, Curtailment, Replacement and/or Rearrangement Expenses.

If during a period of insurance an Insured Person is forced to

1. cancel any Journey prior to the commencement of that Journey; or
2. alter the itinerary or curtail any part of a planned Journey; and/or
3. be replaced by another employee during a Journey; or
4. rearrange the Journey;

as the direct and necessary result of any cause outside of the control of the Policyholder or the Insured Person, ACE will indemnify the Policyholder in respect of Cancellation Expenses, Alteration of Itinerary or Curtailment Expenses, Rearrangement Expenses or Replacement Expenses incurred up to the amount shown in the Schedule of Benefits for any one Journey.

### Specific Definitions applicable to Cancellation, Alteration, Curtailment, Replacement and/or Rearrangement Expenses

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

**Alteration of Itinerary or Curtailment 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.

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

**Rearrangement Expenses** shall mean all reasonable travel and Accommodation costs incurred in sending the original Insured Person to complete the curtailed Journey provided that such travel and Accommodation shall be of a standard up to but not exceeding that used in the original Journey.

**Replacement Expenses** shall mean all reasonable travel and Accommodation costs incurred in sending a replacement Employee to complete the original Journey provided that such travel and Accommodation shall be of a standard up to but not exceeding that used by the original Insured Person.

### Travel Delay

If the outward or return departure of the aircraft, sea vessel or publicly licensed conveyance (including pre-booked connecting publicly licensed transportation) in which the Insured Person has arranged to travel as part of a Journey is delayed for at least 4 hours from the departure time indicated by the carrier due to strike, industrial action, adverse weather conditions, mechanical breakdown or structural defect affecting that aircraft, sea vessel or publicly licensed conveyance ACE will pay the amounts shown in the Schedule of Benefits.

### Specific Condition applicable to Disruption

1. If any Journey has been funded wholly or partially by promotional vouchers or awards which have been redeemed and which are irrefundable as a result of cancellation, alteration of itinerary, curtailment or rearrangement ACE shall indemnify the Policyholder up to the cost of an equivalent Journey up to the maximum amount shown in Schedule of Benefits in respect of any one Insured Person.
2. If the aggregate amount payable exceeds the Aggregate Limit, the amount payable for each Insured Person shall be proportionately reduced until the total of all benefits does not exceed the Aggregate Limit. 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 per Journey or event, the greatest, shall apply over all.

### Specific Exclusions applicable to Disruption

ACE shall not be liable for:

1. any expenses where a Journey is undertaken against the advice of a 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 Policyholder or Insured Person;
3. any expenses incurred as a result of disinclination of an Insured Person to travel or, if on a Journey, disinclination to continue;
4. 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;
5. any expenses incurred where a Journey is curtailed, altered or rearranged or where an Insured Person must be replaced as a result of redundancy or resignation of the Insured Person or of the termination of the Insured Person's employment once a Journey has commenced;
6. any expenses incurred as result of adverse changes in the Policyholder's or an Insured Person's financial circumstances;
7. any expenses incurred as a result of regulations or order made by any Public Authority or Government;
8. any expenses incurred as a result of strike, labour dispute, 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 insured Trip was booked;
9. any amount in excess of the Aggregate Limit;
10. (applicable to Travel Delay sub-section only)
  - a) any delay where the Insured Person failed to:
    - i) check in according to the itinerary supplied unless the failure was itself due to strike or industrial action; and
    - ii) obtain written confirmation from the carriers or their handling agents of the number of hours delay and the reason for such delay.
  - b) withdrawal from service temporarily or otherwise of an aircraft, sea vessel or other publicly licensed conveyance on the orders or recommendation of the manufacturer, the Civil Aviation Authority, Rail Authority or Port Authority or any similar body in any country.
  - c) The Policyholder or the Insured Person cancelling the Journey and being eligible for indemnity for Cancellation Expenses.

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

ACE will also pay:

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

- except that in respect of occurrences happening in or claims or legal proceedings brought or originating in the United States of America and Canada or any other territory within the jurisdiction of either such country, costs and expenses described in 1, 2 and 3 above are deemed to be included in the amount shown in the Schedule of Benefits.

### Specific Conditions applicable to Personal Liability

1. no admission, offer, promise or indemnity shall be made without the consent of ACE which shall be entitled to take over and conduct in the Insured Person's name the defence or settlement of any claim or to prosecute in the Insured Person's name for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured Person shall give all information and assistance as ACE may require. Every letter, claim, writ, summons and process shall be forwarded to ACE on receipt. Written notice shall be given to ACE immediately the Insured Person shall have notice of any prosecution or inquest in connection with any circumstances which may give rise to liability under this Section.
2. ACE may at any time pay to the Insured Person in connection with any claim or series of claims the amount shown in the Schedule of Benefits (after deduction of any sum(s) already paid as compensation) or any lesser amount for which such claim(s) can be settled and upon such payment being made ACE shall relinquish the conduct and control of and be under no further liability in connection with such claim(s) except for the payment of costs and expenses recoverable or incurred prior to the date of such payment.
3. the Insured Person shall as though they were the Policyholder observe, fulfil and be subject to the terms, Specific Exclusions and Specific Conditions of this Section.

### Specific Exclusions applicable to Personal Liability

This sub-section does not apply to:

1. liability in respect of bodily injury to any person who is:
  - a) 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
  - b) a member of the Insured Person's family.
2. liability in respect of loss of or damage to property belonging to or held in trust by or in the custody or control of the Insured Person other than temporary accommodation occupied by the Insured Person in the course of a Journey.
3. 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) aircraft, hovercraft, watercraft (other than non mechanically powered watercraft less than 30 feet in length used on inland waters); 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 temporary accommodation occupied by the Insured Person in the course of a Journey; or
  - b) any wilful or malicious act; or
  - c) the carrying on of any trade, business or profession.
5. any liability assumed by the Insured Person under any contract or agreement unless such liability would have attached in the absence of such contract or agreement.
6. any liability directly or indirectly occasioned by the happening through or in consequence of War in the United Kingdom, Channel Islands, Isle of Man or Country of Domicile.
7. punitive or exemplary damages.

## 7 - Legal Expenses

If during a Period of Insurance and whilst undertaking a Journey an Insured Person sustains Accidental bodily injury or illness which is caused by a third party ACE will indemnify the Policyholder, or pay the Policyholder on behalf of the Insured Person, up to the amount shown in the Schedule of Benefits to cover Legal Expenses arising out of Any One Claim.

### Travel and Accommodation Expenses to attend court

In the event that a court requires an Insured Person to attend in connection with an event giving rise to an action under this Section, ACE will also indemnify the Policyholder, or pay the Policyholder on behalf of the Insured Person, up to a maximum of the amount shown in the Schedule of Benefits for each Insured Person in respect of additional travel and Accommodation expenses.

### Specific definitions applicable to Legal Expenses

**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 Accidental bodily injury to or illness of an Insured Person or in appealing or resisting an appeal against the judgement of a court, tribunal or arbitrator; and/or
2. costs for which an Insured Person is legally liable following an award of costs by any court or tribunal or an out of court settlement made in connection with any claim or legal proceedings.

**Legal Representatives** shall mean the solicitor, firm of solicitors, lawyer, advocate or other appropriately qualified person firm or company appointed to act on behalf of the Policyholder or Insured Person.

**Any One Claim shall** mean all claims or legal proceedings including any appeal against judgement consequent upon the same original cause, event or circumstance.

### Specific Conditions applicable to Legal Expenses

1. Legal Representatives must be qualified to practise in the Courts of the country where the event giving rise to the claim occurred or where the proposed defendant under this sub-section is resident.
2. The Insured Person has the right to select and appoint a Legal Representative of their choice to represent them in any legal inquiry or legal proceedings (provided any appointment of a Legal Representative is not on a contingency fee basis, where the Legal Representative charges a proportion of the amount recovered as a fee). The Insured Person shall provide ACE with details of the selected Legal Representative's name and address. ACE may provide information about Legal Representatives in the Insured Person's local area if asked to do so.
3. The Policyholder, the Legal Representatives and the Insured Person must co-operate fully with and ensure that ACE is fully informed at all times in connection with any claim or legal proceedings for damages and or compensation from a third party. ACE is entitled to obtain from the Legal 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 an Insured Person can satisfy ACE that:
  - a) there are reasonable grounds for pursuing or defending the claim or legal proceedings and the Legal Expenses will be proportionate to the value of the claim or legal proceedings; and

- b) it is reasonable for Legal Expenses to be provided in a particular case.

The decision to grant authorisation will take into account the opinion of the Legal Representatives as well as that of ACE's own advisers. If there is a dispute, ACE may request, at the Policyholder's expense, an opinion of a barrister as to the merits of the claim or legal proceedings. If the claim is admitted, an Insured Person's costs in obtaining this opinion will be covered by this Insurance.

5. If there is any dispute, other than in respect of the admissibility of a claim on which ACE's decision is final, the dispute will be referred to a single arbitrator who will be either a solicitor or barrister agreed by all parties, or failing agreement, one who is nominated by the current President of the Law Society of England and Wales. The party against whom the decision is made shall meet the costs of the arbitration in full. If the decision is not clearly made against either party the arbitrator shall have the power to apportion costs. If the decision is made in favour of ACE, the Policyholder's costs shall not be recoverable under the Insurance.
6. ACE may at its discretion assume control at any time of any claim or legal proceedings in the name of the Insured Person for damages and or compensation from a third party.
7. Any Legal Expenses incurred without the written agreement of ACE shall entitle ACE to withdraw cover immediately and to recover any fees or expenses paid to the Policyholder on behalf of the Insured Person.
8. ACE may at its discretion require the Insured Person to obtain at the expense of the Insured Person an opinion of a barrister agreed by the Insured Person and ACE as to whether or not there are reasonable grounds for continuing to pursue or defend any claim or legal proceedings. ACE will pay such expense if the opinion indicates that there are reasonable grounds for pursuing or defending the claim or legal proceedings.
9. ACE may at its discretion offer to settle a claim with the Policyholder which it considers to be reasonable instead of initiating or continuing any claim or legal proceedings for damages and/or compensation against a third party and any such settlement will be in full and final settlement of Any One Claim under this Insurance.
10. ACE may at its discretion offer to settle a counter-claim against the Insured Person which it considers to be reasonable instead of continuing any claim or legal proceedings for damages and/or compensation by a third party.
11. The Policyholder shall be responsible for the repayment to ACE of all sums paid by ACE in respect of the Legal Expenses where:
  - a) an award of costs is made in favour of the Insured Person in the claim or legal proceedings; 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 is also the insurer of the third party or proposed defendant to the Claim or legal proceedings, the Insured Person has the right to select and appoint other Legal Representatives in accordance with Provision 2 of this Section.
13. If at the request of the Insured Person Legal Representatives cease to continue acting for the Insured Person ACE shall be entitled to withdraw cover immediately or agree with the Policyholder to appoint other Legal Representatives in accordance with the terms of this Insurance.

### Specific Exclusions applicable to Legal Expenses

In respect of each claim under this insurance ACE will not pay 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; or
  - b) ACE or their agents; or
  - c) the Policyholder.
8. Actions between Insured Persons or pursued in order to obtain satisfaction of a judgement or legally binding decision.
9. Legal Expenses incurred in pursuing any claim for compensation (either individually or as a member of a group or class action) against the manufacturer, distributor or supplier of any drug, medication or medicine.
10. Legal Expenses chargeable by the Legal Representatives under contingency fee arrangements.
11. Legal Expenses incurred where an Insured Person has:
  - a) failed to co-operate fully with and ensured 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; 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 the agreement of ACE.

In such circumstances ACE shall be entitled to withdraw cover immediately and to recover any fees or expenses paid to the Policyholder on behalf of the Insured Person.

12. Legal Expenses incurred after an Insured Person has not:
  - a) accepted an offer from a third party to settle a claim or legal proceedings where the offer is considered reasonable by ACE; or
  - b) accepted an offer from ACE to settle a claim.
13. Legal Expenses which ACE considers unreasonable or excessive or unreasonably incurred.

## 8 - Political and Natural Disaster Evacuation

If during the Period of Insurance whilst the Insured Person is travelling on a Journey outside the United Kingdom an Insured Event occurs, ACE will indemnify the Policyholder for Evacuation Expenses or Accommodation Expenses up to the amount stated in the Schedule of Benefits.

### Specific Definitions applicable to Political and Natural Disaster Evacuation

**Accommodation Expenses** shall mean the reasonable costs of alternative accommodation necessarily incurred by the Policyholder or the Insured Person where it is not possible to evacuate the Insured Person to the United Kingdom or nearest place of safety.

**Aggregate Limit** shall mean the maximum amount shown in the Schedule of Benefits that ACE will pay for any one Insured Event and/or all Insured Events occurring during any one Period of Insurance. 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 over all.

**Evacuation Expenses** shall mean:

1. the costs of additional accommodation, transportation and other expenses reasonably and necessarily incurred by the Policyholder or the Insured Person in evacuating the Insured Person to the United Kingdom or Country of Domicile, or the nearest place of safety and returning when the situation has stabilised and when the Local Authorities advise it is safe to do so.
2. Salary costs of the Insured Person during the period of dislocation.

**Insured Event** shall mean:

1. the British Government, through its Foreign and Commonwealth Office, issue a travel advice for a particular country or region in which the Insured Person is travelling, recommending that certain categories of person, which includes the Insured Person, should leave that country or region; or
2. Local Authorities:
  - a) Declare a state of emergency necessitating immediate evacuation;
  - b) formally recommend or instruct that the Insured Person or certain categories of person, including the Insured Person, should leave that country or region for safety reasons; or
  - c) seize, confiscate or expropriate the Policyholder's property and/or the Insured Person's property; or
  - d) expel the Insured Person or declare the Insured Person persona non grata.

**Local Authorities** shall mean any appropriate, legally empowered, regulatory, governmental or local authority in the country or region in which the Insured Person is travelling.

### Specific Conditions applicable to Political and Natural Disaster Evacuation Coverage

1. Where the Insured Person is entitled to a refund on an unused ticket, ACE shall be entitled to deduct the value of the unused portion from any claim;
2. If the total of all claims under this sub-section in any Period of Insurance exceeds the Aggregate Limit, the amount payable for each Insured Person shall be proportionately reduced until the total does not exceed the Aggregate Limit.

### Specific Exclusions applicable to Political and Natural Disaster Evacuation

ACE shall not be liable to pay any claim:

1. if the Policyholder or the Insured Person has violated the laws or regulations of the country where the Insured Event occurs;
2. if the Insured Person fails to produce or maintain immigration, work, residence or similar visas, permits or other relevant documentation for the country where he/she is on a Journey;
3. for Accommodation or Evacuation Expenses incurred more than 30 days before or after an Insured Event;
4. if property of the Policyholder or Insured Person is repossessed by a titleholder or other interested party, to satisfy any debt, insolvency, financial failure or other financial obligation of the Policyholder or Insured Person;
5. if the Policyholder or the Insured Person fails to honour any contractual obligation, bond or specific performance condition in a license;
6. if the Insured Person is a national of the country in which the Insured Event occurs;
7. if the conditions leading to the Insured Person's departure were in existence prior to the Insured Person entering the country or where such conditions were reasonably foreseeable prior to the Insured Person entering the country on an Insured Journey;
8. for more than one Event in any one Period of Insurance;
9. for any amount in excess of the Aggregate Limit.

## 9 – Hijack and Kidnap

If during a Period of Insurance and during a Journey the conveyance in which the Insured Person is travelling is Hijacked or the Insured Person is Kidnapped ACE will pay the amount shown in the Schedule of Benefits for each complete day that an Insured Person is forcibly or illegally detained up to the maximum amount shown in the Schedule of Benefits.

### Specific Definition applicable to Hijack and Kidnap

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

**Kidnapped** shall mean the illegal abduction and holding hostage of an Insured Person for the purpose of demanding payment of Money or the performance of some other action as a condition of release.

### Specific Condition applicable to this Section

If an Insured Person is the victim of a Kidnap or Hijack the insurance provided by this Policy for such Insured Person shall continue for a period not exceeding twelve months from the date of Kidnap or Hijack to enable the Insured Person to complete the original Journey or to return to the United Kingdom.

### Specific Exclusions applicable to this Section

ACE shall not be liable to pay any claim;

1. For an Insured Person being Hijacked or Kidnapped when the scheduled destination of the flight is or is by way of a country in a state of War;
2. For an Insured Person being Kidnapped where the Insured Person is Kidnapped in a country that is in a state of War;
3. For ransom payments, or reimburse payment of promises of payments of any kind made to secure the release of an Insured Person.

ACE Guardian Assistance Injury and Travel Insurance is underwritten by ACE European Group Limited.

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