



## BACKPACKER TRAVEL INSURANCE COVER 2012

POLICY NUMBER: BI

PREMIER  PREMIER PLUS

Please note the health conditions contained within this policy applies to all Insureds.

**Please do not Curtail any Trip or incur inpatient medical expenses without first contacting the Emergency Assistance Service 020 7173 7798.**

**Voted Best Travel Insurance Product 2005 – 2012  
by Irish and Northern Irish Travel Trade**

Insurer: ACE European Group Limited – whose conduct of business in Ireland is regulated by the Central Bank of Ireland and in the United Kingdom by the Financial Services Authority.

# Schedule of Benefits 2011-2012

Section/Description	Premier Cover Limit (per Insured)	Excess (per Insured)
<b>1. Cancellation, Curtailment or Rearrangement</b>	Up to £1,500	£100 (Loss of deposit £60)
Catastrophe	Nil	
<b>2. Travel Delay</b>		
i. After each 12 hour delay	£15	
Maximum	£150	
ii. Trip Abandonment	Up to £1,500	£100
<b>3. Missed Departure</b>	Up to £500	£100
<b>4. Personal Accident*</b>	Maximum Benefit	
Loss of Limbs or Sight (Aged 18 to 49yrs)	£20,000	
Permanent Total Disablement (Aged 18 to 49yrs)	£40,000	
Death Benefit (Aged 18 to 49yrs)	£5,000	
Death Benefit (Under 18yrs)	Nil	
<b>5. Medical and Additional Expenses*</b>	Up to £3,000,000	£100
Including ACE Assistance		
Dental Expenses	Up to £250	
Funeral Expenses	Up to £7,000	
<b>6. Hospital Benefit*</b>	Nil	
<b>7. Personal Property</b>	Up to £1,000	£100
Single Article Limit	£150	
Valuables Limit	£150	
Delayed Personal Property	Nil	
<b>8. Money</b>	Up to £250	£100
Cash limit (notes and coins – aged 18yrs or over)	Up to £250	
Cash limit (notes and coins – aged under 18 yrs)	Nil	
Credit Card Cover	Up to £250	£100
<b>9. Passport, Licence and Travel Documents</b>		
Travel Documents	Up to £250	
Replacement of Passport	Up to £250	
Emergency Passport Travel	Up to £250	
<b>10. Hijack</b>	Nil	
<b>11. Personal Liability*</b>	Up to £2,000,000	£200
<b>12. Overseas Legal Expenses</b>	Up to £10,000	£200
<b>13. Student Loans</b>	Nil	
<b>14. Loss of Earnings</b>	Nil	
<b>15. Programme Costs</b>	Up to £750	£100
Within 28 days of commencement		
<b>16. Resumption of Journey</b>	£250	£100
<b>17. Inter Rail Tickets</b>	Up to £250	£100
<b>18. Government Travel Advice</b>	Nil	
<b>19. Tropical Disease Screening &amp; Treatment</b>	Up to £200	£50
<b>20. Insolvency of Provider</b>	Up to £1,000	£100
<b>Optional Covers (Available upon payment of additional premium)</b>	<b>(per Insured)</b>	<b>(per Insured)</b>
<b>21. Winter Sports</b>		
Ski Equipment Hire*	£300 (£30 per day)	
Unused Ski Pass/Hire/Tuition Fees*	Nil	
Lack of Snow*	£400 (£40 per day)	
Avalanche Closure*	£400	£100
<b>22. Cruise Connection</b>	Nil	
<b>23. Golf Equipment</b>	Nil	
<b>24. Exam Failure</b>	£500	£100

\* The Insured is not covered under Sections 4, 5, 6, 11 or 21 for **Winter Sports** activities unless an additional premium has been paid and cover is shown as being operative in the Policy Schedule.

\* Sections 20 to 24 inclusive are optional covers. Cover will apply only if the appropriate additional premium has been paid and cover is shown as being operative in the Policy Schedule.

# Schedule of Benefits 2011-2012

Section/Description	Premier Plus Cover Limit (per Insured)	Excess (per Insured)
<b>1. Cancellation, Curtailment or Rearrangement</b>	Up to £2,500	£50 (Loss of deposit £20)
Catastrophe	Nil	
<b>2. Travel Delay</b>		
i. After each 12 hour delay	£20	
Maximum	£200	
ii. Trip Abandonment	Up to £2,500	£50
<b>3. Missed Departure</b>	Up to £750	£50
<b>4. Personal Accident*</b>	Maximum Benefit	
Loss of Limbs or Sight (Aged 18 to 49yrs)	£40,000	
Permanent Total Disablement (Aged 18 to 49yrs)	£40,000	
Death Benefit (Aged 18 to 49yrs)	£10,000	
Death Benefit (Under 18yrs)	Nil	
<b>5. Medical and Additional Expenses*</b>	Up to £6,000,000	£50
Including ACE Assistance		
Dental Expenses	Up to £250	£50
Funeral Expenses	Up to £7,000	£50
<b>6. Hospital Benefit*</b>	Nil	
<b>7. Personal Property</b>	Up to £1,500	£50
Single Article Limit	£250	
Valuables Limit	£250	
Delayed Personal Property	Nil	
<b>8. Money</b>	Up to £350	£50
Cash limit (notes and coins – aged 18yrs or over)	Up to £350	£50
Cash limit (notes and coins – aged under 18 yrs)	Nil	
Credit Card Cover	Up to £750	£50
<b>9. Passport, Licence and Travel Documents</b>		
Travel Documents	Up to £350	£50
Replacement of Passport	Up to £250	£50
Emergency Passport Travel	Up to £250	£50
<b>10. Hijack</b>	Nil	
<b>11. Personal Liability*</b>	Up to £3,000,000	£200
<b>12. Overseas Legal Expenses</b>	Up to £15,000	£200
<b>13. Student Loans</b>	Nil	
<b>14. Loss of Earnings</b>	Nil	
<b>15. Programme Costs</b>	Up to £1,500	£50
Within 28 days of commencement		
<b>16. Resumption of Journey</b>	Up to £500	£50
<b>17. Inter Rail Tickets</b>	Up to £500	£50
<b>18. Government Travel Advice</b>	Nil	
<b>19. Tropical Disease Screening &amp; Treatment</b>	Up to £250	£30
<b>20. Insolvency of Provider</b>	Up to £2,000	£50
<b>Optional Covers (Available upon payment of additional premium)</b>	<b>(per Insured)</b>	<b>(per Insured)</b>
<b>21. Winter Sports</b>		
Ski Equipment Hire*	£400 (£40 per day)	
Unused Ski Pass/Hire/Tuition Fees*	Nil	
Lack of Snow*	£500 (£50 per day)	
Avalanche Closure*	£500	£50
<b>22. Cruise Connection</b>	Nil	
<b>23. Golf Equipment</b>	Nil	
<b>24. Exam Failure</b>	£750	£50

\* The Insured is not covered under Sections 4, 5, 6, 11 or 21 for **Winter Sports** activities unless an additional premium has been paid and cover is shown as being operative in the Policy Schedule.

\* Sections 20 to 24 inclusive are optional covers. Cover will apply only if the appropriate additional premium has been paid and cover is shown as being operative in the Policy Schedule.

## Pre-Requirements for Cover to Apply

**Note: These pre-requirements operate in respect of each Insured at the beginning of each and every period of insurance.**

- 1) The **Insured** or anyone on whom the **Trip** depends must not be:
  - a) receiving or waiting for medical treatment at a hospital or nursing home;
  - b) waiting for investigation or referral, or the results of any investigation, medical treatment or surgical procedure, for any condition, whether diagnosed or undiagnosed.
  - c) choosing not to take prescribed medication, or the correct dose of prescribed medicine.
  - d) travelling against the advice of a **Qualified Medical Practitioner**;
  - e) travelling to obtain medical, dental or cosmetic treatment;
  - f) travelling with a terminal condition;
  - g) aged 50 or over on the date of commencement of the **Trip** or at the time of booking the trip.
- 2) Subject to 1 above, if the **Insured** has any pre-existing condition, they must get approval in writing from their **Qualified Medical Practitioner** that they are fit to travel before booking their **Trip**.
- 3) The **Insured**, or any acting on their behalf, must not be aware at the time of booking of any reason why any **Trip** might be cancelled or curtailed.
- 4) The **Insured**, or any acting on their behalf, must not be buying this policy after the **Trip** has started.
- 5) The **Insured** has not been:
  - a) refused insurance, or had an insurer refuse to renew, or impose special terms on, insurance on the grounds of fraud, attempted fraud, or the provision of misleading or incomplete information with intent to defraud.
  - b) convicted of, or have a prosecution pending for, any offence involving dishonesty of any kind.
- 6) **Children** will be insured only if they are travelling:
  - a) in the company of an adult (i.e. someone not defined as a **Child** under this Policy) known to their parent(s) (other than on an organised school, college or university trip); or
  - b) as an unaccompanied minor on a scheduled air service which operates an unaccompanied minor scheme, and then only if they are travelling with the intention of joining, or being subsequently joined by, another adult insured under this Policy.

## Introduction

The **Insured** should take time to read all parts of the Policy to make sure they meet their needs and that they understand the terms, conditions and exclusions. If the **Insured** wishes to change anything or if there is anything they do not understand, they should contact the issuing agent.

## Insurance Agreement

The **Insured** and ACE European Group Limited (**ACE**) agree that:

The **Insured** will pay the **Premium**.

**ACE** will subject to the terms, conditions and exclusions of this Policy, provide the Insurance in the manner and to the extent set out in this Policy. All information supplied to **ACE** by the **Insured** shall be incorporated into and be the basis of this Policy.

This Policy, the Policy Schedule, Schedule of Benefits and endorsements, if any, shall be read together as one contract and any word or expression to which specific meaning has been attached shall unless the context otherwise requires bear such meaning wherever it may appear.



Andrew Kendrick  
Chairman and CEO  
ACE European Group Limited

## Arranged By

This exclusive travel insurance has been organised by Blue Insurances, Suffolk House, Trade Street, Cardiff CF10 5DT. Blue Insurances Limited is regulated by the Central Bank of Ireland and is authorised to provide services in the United Kingdom by the Financial Services Authority (UK).

## Important Contact Details

### ACE Assistance and Emergency Medical Expenses claims

**Telephone:** +44 (0) 20 7173 7798

### Other Claims

Telephone: 0800 234 6765 or +3531 4401757

e-mail: travel@osg.ie

### Claim Forms:

The **Insured** can print off and use a **Claim** form by visiting the **Claims** website:

[www.osgtravelclaims.ie](http://www.osgtravelclaims.ie)

### Financial Services Ombudsman's Bureau

Lo Call: 1890 882090

Tel: 01 662 0899

Fax: 01 662 0890

Email: [enquiries@financialombudsman.ie](mailto:enquiries@financialombudsman.ie)

Website: [www.financialombudsman.ie](http://www.financialombudsman.ie)

### Blue Insurances Limited t/a BackpackerTravelInsurance.com

Suffolk House, Trade Street, Cardiff CF10 5DT

Tel: 0844 871 0259

E-mail: [info@backpackertravelinsurance.com](mailto:info@backpackertravelinsurance.com)

**Please keep this Policy in a safe place.**

**It may be needed for reference if a claim is made.**

## Additional Services

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

### 1. Know Before You Go

In association with the 'Know Before You Go' Campaign, **ACE** is working with the Foreign & Commonwealth Office (FCO) to help travellers stay safe overseas.

Before the **Insured** goes overseas, they should check out the FCO website at [www.fco.gov.uk/travel](http://www.fco.gov.uk/travel). It is packed with essential travel advice and tips, and up-to-date country information.

Please note: This Policy does not cover any **Trip** involving travel to areas where the Foreign and Commonwealth Office has advised against 'all travel'. If the **Insured** is not sure whether there is a travel warning for their destination, please check the FCO's website or call them on 0845 850 2829.

### 2. EHIC

If the **Insured** is travelling to Europe they should obtain a European Health Insurance Card (EHIC) and take it with them when they travel. If there is a valid claim for medical expenses under this Policy, **ACE** will NOT deduct the excess where the cost of the claim has been reduced by using a EHIC.

The **Insured** should for an EHIC online at <https://www.ehic.org.uk/> If any difficulties are encountered with the online application form, call the automated service on 0845 606 2030.

## Policy Definitions

£

means British Pounds Sterling

### Abroad

means outside the **United Kingdom**

### ACE

means ACE European Group Limited

### ACE Assistance

means:

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

### Accident & Accidental

means a sudden identifiable violent external event which happens by chance and which could not be expected, or unavoidable exposure to severe weather.

### Accommodation

means **Accommodation** of a standard up to but not exceeding that in which the **Insured** was or would have been staying during the course of the **Trip**.

### Aggregate Limit

means the maximum amount that **ACE** will pay per **Event** in total under this and any other policies issued by **ACE** to the **Insured**.

### Any One Claim

means arising from or consequent upon the same original cause, event or circumstance.

### Bodily Injury

means injury which is caused solely by **Accidental** means and which independently of **Illness** or any other cause, occurs within 12 months from the date of the **Accident**.

### Business Equipment

means any articles used primarily for business purposes, which are the property of the **Insured** or their employer including office equipment which is portable by design including, but not restricted to, personal computers, telephones and calculators.

### Cancellation/Curtailment Costs

means costs for unused travel and/or **Accommodation** (including ski hire, ski school and ski lift passes) which an **Insured** has paid or is contracted to pay and which cannot be recovered from any other source.

### Child/Children

means the **Insured** who is the **Lead Insured's** and / or their **Partner's** children, stepchildren, legally adopted children and children for whom the **Lead Insured** or the **Partner** is the Parent or Legal Guardian. To be covered by this Policy, the Child/Children must:

- be accompanying the **Lead Insured** on a visit to the **United Kingdom** to attend a course; and
- be unmarried; and
- depend on the **Lead Insured** or the **Partner**; and
- be over 3 months and under 18 years old; or be under 23 years old at the **Commencement Date**, if still in **Full-time Education**.

### Claim(s)

single loss or a series of losses **Due To** one cause covered by this Policy.

### Close Business Associate

means any person whose absence from business for one or more complete days at the same time as the absence the **Insured** prevents the proper continuation of that business.

### Close Relative

means **Partner**, mother, father, sister, brother, daughter, son, grandparent, grandchild, parent-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, aunt, uncle, niece, nephew, step parent, step child, step sister, step brother, foster child, legal guardian, next of kin or fiancé/ fiancée.

### Complications in Pregnancy

means complications in pregnancy (as diagnosed by a **Qualified Medical Practitioner** or specialist in obstetrics) provided that if the **Insured** is travelling within 12 weeks of the expected date of delivery they must provide a medical certificate issued by a **Qualified Medical Practitioner** or midwife confirming the number of weeks of pregnancy and that the **Insured** is fit to travel on the Trip. The certificate must be dated no earlier than 5 days before the outbound travel date.

### Death

means death caused by **Bodily Injury**.

### Due To

directly or indirectly caused by, arising or resulting from, in connection with.

### Effective Time

means the time, during a **Period of Insurance**, when the **Insured** is covered – as detailed in the Schedule.

### Event

means all instances of loss arising out of and directly occasioned by one sudden, unexpected, unusual and specific event occurring at an identifiable time and place.

### Excess

means the amount of each and every **Claim** that the **Insured** must pay, as shown in the Schedule, for each section of the Policy.

### Full Time Education

means 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.

### General Practitioner

means a medical practitioner who provides primary care and specializes in family medicine.

### Golf Equipment

Golf clubs, golf balls, golf bag, golf shoes and non motorised golf trolley forming part of the **Insured's** Personal Property .

### Hijack

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

### Hijackers

means the perpetrators of a **Hijack**.

### Hospital

means 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** is under the constant supervision of a **Qualified Medical Practitioner**.

### Hospital Confinement

Any continuous period of 24 hours or more during which time the **Insured** has been confined to **Hospital**.

### Illness

means any illness, disease, medical complaint or medical condition which is not **Accidental Bodily Injury** and which is contracted by an **Insured**.

### In-patient

means an **Insured** whose **Hospital Confinement** is as a resident bed patient, for whom a clinical case record has been opened and whose confinement is necessary for the medical care, diagnosis and treatment of an **Illness** or injury covered by this Policy and not merely for any form of nursing, convalescence, rehabilitation, rest or extended-care.

### Insolvency of Travel or Accommodation Provider

means the insolvency of any travel arrangements booked in the **United Kingdom** (not forming part of an inclusive **Trip** and not bonded or insured already) including:

Scheduled airlines;  
Hotels;  
Car ferries;  
Villa's **Abroad** & cottages;  
Railway journeys including the Eurostar;  
Coach journeys;  
Cruises;  
Car hire;  
Caravan sites / campsites / mobile homes;  
Camper rental;  
Safaris;  
Excursions;  
Eurotunnel;  
Theme parks such as Disneyland Paris.  
Costs resulting from the insolvency of the booking agent or consolidator is not included.

### Insured

The person or persons named in the Policy Schedule.

### Issue Date

means the the date shown in the Policy Schedule from which cover commences.

### Lead Insured

means the **Insured** who applies for this insurance on their own behalf and on behalf of others – typically their **Partner** and/or **Children**.

### Legal Expenses

means:

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** or in appealing or resisting an appeal against the judgement of a court, tribunal or arbitrator; and/or
2. costs for which an **Insured** 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

means the solicitor, firm of solicitors, lawyer, advocate or other appropriately qualified person firm or company appointed to act on behalf of the **Insured**.

### Loss of Limb

means in respect of:

- a) an arm – amputation or complete and permanent loss of use - at or above the wrist;
- b) a leg – amputation or complete and permanent loss of use - at or above the ankle (talo-tibial joint).

### Loss of Sight

means total and irrecoverable loss of sight which shall be considered as having occurred:

- a) in both eyes if the **Insured's** name is added to the register of Blind Persons on the authority of a fully qualified ophthalmic specialist and
- b) in one eye if the degree of sight remaining after correction is 3/60 (which means that the Insured can only see at three feet that which

they should normally be able to see at sixty feet and **ACE** is satisfied that the condition is permanent and without expectation of recovery) or less on the Snellen scale.

### Maximum Limit

means the maximum amount shown in the Schedule payable for any **Insured** for all Bodily Injury arising from any one Accident.

### Nuclear, Chemical or Biological Weapons or Agents

means the use of any nuclear weapon or device or the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous Chemical Agent and/or Biological Agent.

### OSG

OSG Travel Claims, Merrion Hall, Strand Road, Sandymount, Dublin 4.

### Out-patient

means an **Insured** whose treatment for an **Illness** or injury does not necessitate confinement in a **Hospital**.

### Parent or Legal Guardian

means 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

means

1. an **Insured's** spouse; or
2. an **Insured's** civil partner, registered pursuant to the Civil Partnership Act; or
3. someone of either sex with whom an **Insured** 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(s) of Insurance

means the period of cover between and inclusive of the **Issue Date** and the **Return Date** as shown in the Policy Schedule commencing at 00.01 or any later time the Policy Schedule is issued on the earlier date shown and finishing at 24.00 on the later date shown.

Dates refer to Local Standard Time at the **Insured's** address as shown in the Policy Schedule.

### Period of Cover

means;

1. **Winter Sports** cover is limited to the number of days shown in the Policy Schedule for any insured period. (N.B. This period may be extended by Blue Insurances on payment of appropriate additional **Premium**.)
2. **Winter Sports** cover is only available to persons aged under 66 years at the time this policy was issued.
3. Cancellation Cover shall be operative from the **Issue Date** as shown in the Policy Schedule this insurance is effected by the **Insured** or at the time of booking any **Trip** (whichever is the later) and terminates on the **Departure Date** of the **Trip** as shown in the Policy Schedule.
4. Other sections of the policy shall be operative when the **Insured** leaves their home in the **United Kingdom** (whichever is the later) to commence the **Trip** and terminates at the time of the **Insured's** return to their home in the **United Kingdom** on completion of the **Trip**.
5. Any **Trip** that had already begun when the **Insured** purchased this insurance will not be covered.
6. The **Period of Cover** is automatically extended for the period of the delay in the event that the **Insured's** return to the **United Kingdom** is unavoidably delayed due to an event insured by this policy.

### Permanently Resident

means resident in the first instance for at least three months and thereafter for forty weeks each year.

### Permanent Total Disablement

means disablement which:

1. has lasted for at least 12 months; and
2. which in **ACE's** opinion is beyond hope of recovery; and
3. will in all probability continue for the remainder of the **Insured's** life; and
4. which prevents the **Insured** from carrying out any gainful occupation for which the **Insured** is fitted by way of training, education or experience.

### Premium

means the amount specified or referred to in the Policy Schedule in respect of the specified **Period of Insurance** which is payable by the **Insured** to **ACE**.

### Principle Insured

means the **Insured** who applies for this insurance on their own behalf and on behalf of others – typically their **Partner** and/or **Children**.

### Qualified Medical Practitioner

means a doctor or specialist, registered or licensed to practise medicine under the laws of the country in which they practise who is neither:

1. an **Insured**; or
2. a relative of such **Insured** unless approved by **ACE**.

### Rearrangement Costs

means all reasonable costs incurred in transporting the original **Insured** to complete the curtailed **Trip** provided that such costs shall be limited to economy fare travel and other essential expenses in transportation of the original **Insured** to the point at which the original **Trip** was curtailed. The **Trip** must be continued within six months of the original curtailment.

### Ski Equipment

means skis (including bindings), ski boots, ski poles, snowboards, snowboard bindings and snowboard boots.

### Terrorism

means an 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 for political, religious, ideological or ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

### Transport

an air, land or water vehicle operated under licence for the transport of fare-paying passengers.

### Travelling Companion

means a person(s) with whom the **Insured** has booked to travel or is travelling with on the same booking invoice.

### Trip

means a trip **Abroad** devoted to leisure, rest, relaxation and **Work**, where travel begins and ends in the **United Kingdom**.

### Tropical Disease

means a disease or illness contracted, or suspected of having been contracted, by an individual while travelling **Abroad**, which is not regularly transmitted within the **United Kingdom**, Western Europe, North America or Australia/New Zealand.

### Unattended

means when the **Insured** is not in full view of and not in a position to prevent unauthorised interference with their property or vehicle.

### United Kingdom

means England, Wales, Scotland, Northern Ireland and for the purposes of this insurance, Isle of Man and the Channel Islands.

### **Usual Occupation**

means the tasks, duties and other functions, which the **Insured** normally performs in connection with their occupation.

### **War**

means armed conflict between nations, invasion, act of foreign enemy, hostilities (whether war declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

### **Winter Sports**

means any winter pursuits or sports including, but not limited to, the following:

1. skiing (including off-piste provided the **Insured** is accompanied by or under the instruction of a qualified local guide);
2. tobogganing;
3. snow boarding;
4. ice skating (other than on an indoor rink);
5. ski or ski bob racing;
6. mono skiing;
7. ski jumping;
8. ski boarding;
9. ice hockey; or
10. the use of bobsleighs or skeletons.

### **Work**

means any work, including work placements, incidental work and work experience, involving any of the following non-manual or light manual work, paid or unpaid:

#### **All non-manual work**

Any professional, clerical or administrative work

#### **All Study**

Any study course or programme

#### **Childcare**

Au pair, Nanny, Child minder

#### **Education**

Classroom Teacher, Classroom or Laboratory assistant, Field work, Research

**Entertainment** (not covered if the **Insured's** livelihood currently or after the **Trip** is dependent on being able to work in entertainment)

Musician and singer, Comedian, Children's Entertainer

#### **Farming and Agriculture**

Farm work (not involving the use of machinery)

Fruit picking (not involving the use of machinery)

#### **Food and Drink**

Chef, Kitchen Assistant, Bar Work, Waiting/Waitressing

#### **Health and Beauty**

Gym, Fitness, or Dance Instructor, Hairdresser, Beautician/Body

Treatments, Reflexology/Aromatherapy, Physiotherapy

#### **Sports and Activities**

As set out in Part 1.5.

#### **Tourism**

Guides or Tour Leaders, Representatives, Salesmen/Saleswomen,

Interpreters, Counsellors, Museum Worker, Summer Camp Worker

National and/or Theme Park Worker

#### **Vocational**

Conservation work (including wildlife) unless involving the following animals:

snakes; crocodiles; elephants; lions; hippopotamuses; sharks.

Community work (including supervised construction duties, but excluding the use of plant, machinery or power tools)

Volunteer work (including supervised construction duties, but excluding the use of plant, machinery or power tools)

Caring / nursing (excluding the administering of drugs or medicine) Fund raising and charity work

#### **Other Occupations**

Photographer (studio only), Artist, Cleaner (domestic and light work only)

Market researcher (including surveys and census-taking)

## PART I

### 1.1 PERSONS INSURED

There is no insurance under the Policy unless all of the following conditions are met:

- A. the **Insured** must be
- i. a resident of the **United Kingdom**
  - ii. under 50
- resident in the **United Kingdom**; and aged under 50 years on the date the **Insured** purchased cover

### 1.2 WHEN COVER OPERATES FOR A TRIP

- A. Insurance cover for Cancellation under **Part III Section 1 – Cancellation, Curtailment and Rearrangement** begins when a **Trip** is booked, if this Policy is in force at the time of booking, or when or when this policy is purchased.
- B. Insurance under all other Sections operates for a **Trip** that takes place during the **Period of Insurance** and includes travel directly to and from the home of each **Insured** provided the return home is completed within 24 hours of:
- i. return to the **United Kingdom**; or
  - ii. departure from pre-booked **Accommodation** following a **Trip** within the **United Kingdom** which is covered under an **annual multi-trip** Policy.

If the return of the **Insured** from a **Trip** is unavoidably delayed **Due To a Claim**, he or she will continue to be insured without any additional premium for the period of the delay.

- C. On request, and subject to the payment of an additional premium agreed between the **Insured**, **ACE** and the Intermediary, the Policy will extend to allow the **Insured** to make one return visit to their home in the **United Kingdom** before their original intended return date (as specified on their Policy Schedule) for up to a maximum duration of 14 days excluding any return for which a claim is being made as a result of emergency medical repatriation or curtailment. Cover is suspended whilst the **Insured** is in the **United Kingdom** - from the time the **Insured** return to their home in the **United Kingdom** and starts again when they leave home to return to their overseas destination.
- D. If there is a change to this Policy it will begin on the **Issue Date** shown on the subsequent Policy Schedule that is issued to record the change in cover.
- E. Dates refer to Local Standard Time at the **Insured's** address as shown in the Policy Schedule.

### 1.3 MEDICAL REQUIREMENTS

#### Pre-existing medical conditions

**ACE** has the right to refuse to pay any **Claim** if at the time the **Insured** applied for this **Policy**, one or more of the 'Pre-requirements for cover to apply' were not met.

## 1.4 MAKING A CLAIM

#### Type of claim

- A. Medical Emergency Only +44 (0)20 7173 7798.

Please use the **Medical Emergency Service** (part of the cover provided under **Part III Section 5 MEDICAL AND ADDITIONAL EXPENSES**). Contacting **ACE** first may delay treatment.

- B. Other Claims

ACE Travel Insurance Claims  
OSG

Merrion Hall  
Strand Road,  
Sandymount  
Dublin 4

Phone 0800 234 6765 or +353(0)1 440 1757

(09.00-17.00 Mon-Friday)

Fax +353 1 661 5249

To make a **Claim** please phone or write to **ACE** within thirty days of the incident, or as soon as possible afterwards and provide **the Insured's** name, address and Policy number. The **Insured** can print off and use a **Claim** form from **ACE's** Web Site at [www.acetravelinsurance.ie](http://www.acetravelinsurance.ie).

#### REPORTING LOST OR STOLEN PROPERTY

##### Type of lost or stolen property:

A. **Money, Valuables or Personal Property**  
The **Insured** must notify the local Police within 24 hours of discovery and provide **ACE** with a copy of their written report

- B. travellers' cheques:

The **Insured** must notify the local branch or agent of the issuing company

C. any property lost or stolen from a hotel:  
The **Insured** must notify the hotel management (in addition to the local Police)

### 1.5 SPORTS AND ACTIVITIES

#### GRADE 1 SPORTS AND ACTIVITIES – NO ADDITIONAL CHARGE.

The **Insured** is covered under the Personal Accident and Medical Expenses Sections for the following activities automatically, provided that the activity is on an **Incidental** basis The **Insured** does not need to contact the **Insured's** issuing agent.

- Archery
- Badminton
- Baseball
- Basketball
- Beach Games
- Bungee Jump (1)
- Camel/Elephant Riding+
- Canoeing (Grade 1 – 3) – Life jacket and helmet must be worn
- Clay Pigeon Shooting+
- Cricket
- Cycling (excluding Mountain Biking) – wearing a helmet
- Dinghy Sailing+
- Fell Walking
- Fencing
- Fishing
- Flying as a fare paying passenger in a fully licensed passenger carrying aircraft
- Football
- GAA Football
- Golf
- Hiking (under 2,000 metres altitude)
- Hockey
- Horse Riding (up to 7 days, no Polo, Hunting, Jumping) – wearing a helmet
- Ice Skating (Rink)
- Jet Boating +
- Jet Skiing+
- Jogging
- Kayaking (Grades 1 to 3) – Life jacket and helmet



- must be worn
- Manual Work (bar and restaurant work amateur musicians and singers, chalet maids, au pair/ nanny, retail work, fruit picking and occasional light manual work at ground level but excluding the use of power tools or machinery)\*\*+
- Marathon Running
- Motorcycling up to 125cc (with the appropriate Irish motorcycle licence, wearing a crash helmet, no racing) +
- Netball
- Non manual work (Including professional administrative or clerical duties only)
- Orienteering
- Paintballing +
- Parascending/Parasailing (over water)
- Pony Trekking – wearing a helmet
- Quad biking up to 50cc (wearing a crash helmet, no racing)+
- Racquetball
- Rambling
- River Canoeing (Up to Grade 3) – Life jacket and helmet must be worn
- Roller Skating
- Roller Blading
- Rounders
- Rowing
- Running – sprint/long distance
- Safari (Ir/UK organised)
- Sail Boarding
- Sailing within territorial waters +
- Scuba Diving\* down to 30 metres if qualified

\* Scuba diving – scuba diving to the following depths. Provided the **Insured** is diving under the direction of an accredited dive marshal, instructor or guide. Alternatively, if qualified, within the guidelines of the relevant diving or training agency or organization and not diving alone:

- PADI Open Water – 18 metres
- PADI Advanced Open Water – 30 metres\*
- BSAC Ocean Diver – 20 metres
- BSAC Sports Diver – 30 metres\*
- BSAC Dive Leader – 30 metres\*

ACE must agree with any equivalent qualification. If the **Insured** does not hold a qualification, ACE will only cover the **Insured** to dive to a depth of 18 metres.

The **Insured** will not be covered under this policy if the **Insured** travels by air within 24 hours after participating in Scuba Diving.

\* For the purposes of diving under Hazardous Activities: Grade 1.

\*\* Cover for work activities is restricted to those included under the Definition of ‘Work’ under Policy Definitions. Work involving the use of dangerous equipment is excluded - see Part IV General Exclusions D.

+ Cover under Section 11 - Personal Liability for those sports and activities marked with a + is excluded.

## GRADE 2 – SPORTS AND ACTIVITIES – 50% LOAD TO COVER ALL ACTIVITIES OR £30 PER ACTIVITY.

The **Insured** can be covered under the Personal Accident and Medical Expenses Sections for the following activities provided that the activity is on an **Incidental** basis (unless stated otherwise below) and subject to an additional premium being paid and shown on the Policy Schedule.

Medical **Excess** increased to £320  
 Personal Accident Sum insured reduced by 50%  
 Personal Liability Cover is Excluded

- and not diving alone or accompanied by a qualified instructor (see notes below)
- Skate Boarding
- Snorkelling
- Squash
- Surfing (under 14 days)
- Tennis
- Tour Operator Safari
- Track Events
- Trekking (under 2,000 metres altitude)
- Volleyball
- War Games + (with eye protection)
- Water Polo
- Water Skiing
- White Water Rafting (Grades 1 to 3)
- Windsurfing
- Yachting (racing/crewing inside territorial waters)+

- Boxing Training (no contact)
- Bungee Jump (up to 3 additional)
- Black Water Rafting (Grade 1 to 4) Life jacket and Helmet must be worn
- Camel/Elephant Riding/Trekking (non **Incidental**)
- Cycle Touring
- Go Karting (specific use)
- Horse Riding – wearing a helmet (no Polo, Hunting, Jumping)
- Hot Air Ballooning – organised pleasure rides only (non **Incidental**)
- Hurling
- Jet Skiing (non **Incidental**)
- Martial Arts (Training only)
- Mountain Biking
- Parascending/Parasailing (over water, non **Incidental**)
- Rambling/Trekking between 2,001m and 4,200m
- Safari (non-Ir/UK organised)
- Scuba Diving\* (non **Incidental**/down to 50m if qualified and not diving alone or accompanied
- Sea Canoeing – Life jacket and Helmet must be worn
- Sea Fishing (non **Incidental**)
- Surfing
- Tandem Skydive (up to 2 jumps maximum)
- Triathlon
- White Water Rafting (Grade 4) – Life jacket and Helmet must be worn
- Waterskiing/Windsurfing/ Snorkelling (non **Incidental**)

\* Scuba diving – scuba diving to the following depths. Provided the **Insured** is diving under the direction of an accredited dive marshal, instructor or guide. Alternatively, if qualified, within the guidelines of the relevant diving or training agency or organization and not diving alone:

- PADI Open Water – 18 metres
- PADI Advanced Open Water – 30 metres
- BSAC Ocean Diver – 20 metres
- BSAC Sports Diver – 35 metres\*
- BSAC Dive Leader – 50 metres\*

ACE must agree with any equivalent qualification. If the **Insured** does not hold a qualification, ACE will only cover the **Insured** to dive to a depth of 18 metres.

The **Insured** will not be covered under this policy if the **Insured** travels by air within 24 hours after participating in Scuba Diving.

\* For the purposes of diving under Hazardous Activities: Grade 2.

## GRADE 3 – SPORTS AND ACTIVITIES – 100% LOADING TO COVER ALL ACTIVITIES OR £75 PER ACTIVITY.

The **Insured** can be covered under the Personal Accident and Medical Expenses Sections for the following activities provided that the activity is on an **Incidental** basis (unless stated otherwise below) and subject to an additional premium being paid and shown on the Policy Schedule.

Medical **Excess** increased to £650  
 Personal Accident Sum insured reduced by 50%  
 Personal Liability Cover is Excluded

- Abseiling (with the appropriate maximum age 45 years)
- American Football Irish motorcycle licence,
- Canoeing (Grade 4) – Life wearing a crash helmet,
- Jockeying (Grade 4) – Life jacket and Helmet must be worn
- Paragliding
- Rambling/Trekking between 4,201m and 6,000m (professionally organised Trips with experienced operators,
- Rugby
- Sand Yachting
- Yachting (racing/crewing) outside territorial waters – Life jacket must be worn
- Zip Lining/Trekking (safety harness must be worn)

## GRADE 4 – SPORTS AND ACTIVITIES – 200% LOADING TO COVER ALL ACTIVITIES OR £100 PER ACTIVITY

The **Insured** can be covered under the Personal Accident and Medical Expenses Sections for the following activities provided that the activity is on an **Incidental** basis (unless stated otherwise below) and subject to an additional premium being paid and shown on the Policy Schedule.

Medical **Excess** increased to £650  
 Personal Accident Sum insured reduced by 50%  
 Personal Liability Cover is Excluded

- Canyoning
- Hang Gliding
- High Diving under 5m (excluding cliff diving)
- Horse Jumping – wearing a helmet (no Polo,
- Hunting)
  - Kite Surfing
  - Micro Lighting
  - Parachuting
  - Parasailing/Parascending (over land, non
- Incidental)**
  - Rock Climbing (under 2,000m)
  - Rock Scrambling (under 4,000m)

## PART II

### ACE ASSISTANCE

#### 1. MEDICAL EMERGENCY AND REFERRAL and 2. PERSONAL ASSISTANCE SERVICES

**PHONE: +44 (0)20 7173 7798**

The services under this Section are provided by **ACE Assistance** are only available during a **Trip Abroad**.

### 1. Medical Emergency and Referral Services

**IMPORTANT: THIS IS NOT PRIVATE MEDICAL INSURANCE. IF THE INSURED REQUIRES MEDICAL TREATMENT THE INSURED MUST CONTACT ACE ASSISTANCE IMMEDIATELY. IF THE INSURED DOES NOT DO THIS, ACE MAY REJECT A CLAIM OR REDUCE ITS PAYMENT.**

IF THE **INSURED** REQUIRES MEDICAL TREATMENT IN AUSTRALIA THE **INSURED** MUST ACCESS THE BENEFITS PROVIDED UNDER THE RECIPROCAL HEALTH CARE AGREEMENT BETWEEN THE AUSTRALIAN AND THE **UNITED KINGDOM** GOVERNMENTS. IF THE **INSURED** DOES NOT DO THIS, **ACE** MAY REJECT A **CLAIM** OR REDUCE ITS PAYMENT.

**ACE Assistance** will provide the **Insured** with the following services, in an emergency, when he or she is on **Trip Abroad**.

If the Policy covers a service or item under any of the Sections in Part III (e.g. medical expenses if the **Insured** has to consult a **Qualified Medical Practitioner**) the **Insured** will be able to recover the payment.

The **Insured** must contact **ACE Assistance** before incurring any costs covered under this Section.

- A. Medical referral** provision of the names and addresses of local **Qualified Medical Practitioners**, hospitals, clinics and dentists when consultation or treatment is required, arrangements for a **Qualified Medical Practitioner** to call, and, if necessary, for the **Insured** to be admitted to hospital.
- B. Repatriation** if the **Qualified Medical Practitioner** appointed by **ACE Assistance** believes treatment in the **United Kingdom** is preferable, transfer will be arranged by regular scheduled transport services, or by air or road ambulance services if more urgent treatment and/or specialist care is required during the journey.

**C. Payment of Bills** If the **Insured** is admitted to hospital **Abroad**, the hospital or attending **Qualified Medical Practitioner** will be contacted and payment of their fees up to the policy limit will be guaranteed so that the **Insured** does not have to make the payment from their own funds.

- D. Drug Replacement** assistance with the following:
  - i. replacement of lost drugs or other essential medication; or
  - ii. lost or broken prescription glasses or contact lenses, which are unobtainable **Abroad**
  - iii. sourcing and delivery of compatible blood supplies

**ACE Assistance** will not pay for the replacement costs of any item or the costs of sourcing and delivering blood supplies.

to relatives or business associates

**E. Transmission of urgent Messages**

- F. Unsupervised Children**
  - i. organisation of an accompanying **Child's** return home, with a suitable escort when necessary, if the **Child** is left unsupervised because the **Insured** or the **Insured's Partner** (if shown as insured on the Policy Schedule) are hospitalised or incapacitated.
  - ii. medical advice and monitoring, until the **Insured** or the **Insured's Partner** return home, if a **Child** who has been left in the **United Kingdom** becomes ill or suffers injury.

### 2. Non-insured Facilitation Services

**ACE Assistance** will provide the **Insured** with the following services, in an emergency, when he or she is on **Trip Abroad**.

The **Insured** will be responsible for paying fees and charges for non-insured facilitation services provided but not for e.g. the **Insured** will be responsible for paying a translator for his or her services but the **Insured** will not be charged by **ACE Assistance** for locating the translation service.

**A. Transfer of Emergency Funds** transfer of emergency funds up to £250 per trip if access to normal financial/ banking arrangements is not available locally.

In order to reimburse **ACE Assistance** the **Insured** must authorise **ACE Assistance** to debit his or her credit or charge card with the amount of the transfer, or make alternative arrangements to deposit the funds in **ACE Assistance's** account in the UK.

If the emergency transfer is necessitated by theft or loss of personal money, a **Claim** may be made under the Policy.

**B. Message Relay** transmission of urgent messages to relatives or business associates if medical or travel problems disrupt a **Trip** travel schedule.

- C. Tracing Personal Property** tracing and re-delivery of *Personal Property* that has been lost or misdirected in transit if the Carrier has failed to resolve the problem. (Please note: the **Insured** must have their *Personal Property* tag number available.)
- D. Replacement Travel Documents** assistance with the replacement of lost or stolen tickets and travel documents, and referral to suitable travel offices. **ACE Assistance** will not pay for any item.
- E. Lost Credit Cards** giving advice on how to contact the appropriate Card Issuers if credit or charge cards are lost or stolen. Data Protection legislation prevents **ACE Assistance** from contacting the Card Issuers directly.
- F. Emergency Translation Facility** translation service if the local provider of an assistance service does not speak English.
- G. Legal Help** referral to a local English-speaking Lawyer, Embassy or Consulate if legal advice is needed, and arrangement of payment of reasonable emergency legal expenses or bail, against a guarantee of repayment.

**CONDITION**  
**Prompt advice and assistance**

Whilst **ACE Assistance** will make every effort to ensure advice or assistance is provided promptly and in good faith it cannot accept liability for loss or damage of any kind that may arise or result from the use, or intended use, of the **ACE Assistance** /Medical Referral/ Personal Assistance services.

## PART III

### SECTION 1. CANCELLATION, CURTAILMENT OR REARRANGEMENT

#### A. Cover

**ACE** will pay:

**1. Cancellation, Curtailment or Rearrangement Costs** up to the amount shown in the Schedule of Benefits if it becomes necessary to cancel, curtail or rearrange a **Trip Due To**:

- i. the death, serious injury, sudden illness, complications in pregnancy (as diagnosed by a **Qualified Medical Practitioner** or specialist in obstetrics) of the **Insured, Immediate Family Members, Travelling Companions** or any person upon whom the **Insured's** trip depends;
- ii. the compulsory quarantine, on the orders of a treating **Qualified Medical Practitioner**, of the **Insured** or **Travelling Companions**  
provided that such cancellation, curtailment or rearrangement is confirmed as medically necessary by a treating **Qualified Medical Practitioner**;
- iii. a **Public Conveyance** being cancelled or curtailed because of adverse weather, industrial action, or mechanical breakdown or derangement;

- iv. jury service or subpoena of the **Insured** or **Hijack** of the conveyance in which he or she is travelling;
- v. unemployment of the **Insured** which qualifies for payment under any applicable statute;
- vii. serious damage making the **Insured's** home uninhabitable; or
- viii. the presence of the **Insured** being required by the Police following a burglary or attempted burglary at his or her home.

#### 2. Catastrophe

**Curtailment or Rearrangement Costs** up to the amount shown in the Schedule of Benefits, if the **Insured** is forced to move from the pre-booked **Accommodation** or it becomes necessary to curtail or rearrange a **Trip Due To** lightning, explosion, earthquake, storm, tempest, hurricane, flood, tsunami, medical epidemic or local Government directive which occurs during the **Trip** and is confirmed in writing by local or national authority.

#### B. Exclusions (General Exclusions apply as well)

**ACE** will not pay:

- i. **Cancellation, Curtailment or Rearrangement Costs** where such cancellation or curtailment has not been confirmed as medically necessary by a **Qualified Medical Practitioner**;
- ii. **Cancellation, Curtailment or Rearrangement Costs** where such cancellation, curtailment or rearrangement results from a medical condition affecting **Immediate Family Members** or **Travelling Companions**, or any person upon whom the **Trip** depends if
  - a. the condition was diagnosed before this Policy was bought; and
  - b. at the time this Policy was bought, the diagnosed condition could reasonably have been expected to result in
    - i. death, serious injury or sudden illness; or
    - ii. a sudden deterioration in health.
- iii. if a strike or industrial action is public knowledge when this Policy is taken out or a **Trip** is booked;
- iv. if an aircraft, sea vessel or train is withdrawn from service on the orders of the recognised regulatory authority in any country;
- v. if the **Insured** is called as an expert witness or if his or her occupation would normally require a Court attendance;
- vi. if the **Insured** was unemployed or knew they might become unemployed at the time a booking was made;
- vii. if any other adverse financial situation necessitates cancellation, curtailment or rearrangement of a **Trip**;
- viii. the **Excess** as shown in the policy schedule Schedule of Benefits
- ix. any loss, charge or expense **Due To**:
  - a) a delay in notifying the tour operator, travel agent, or transport or **Accommodation** provider that it is necessary to cancel a booking;
  - b) disinclination to go on a **Trip**; or
  - c) prohibitive regulations by the government of any country;
- x. a charge or expense paid for or to be discharged with any kind of promotional voucher;
- xi. if the **Insured**, or any others **Insured**, were aware of any reason, either at the time a **Trip** was booked or at the time the **Insured** purchased this Policy, why that **Trip** might have to be cancelled;
- xii. if a trip is cancelled as the result of regulations made by any

- government or public authority.
- xiii. insolvency of the travel or **Accommodation** provider.

## SECTION 2. TRAVEL DELAY

Cover under this Section does not apply to a **Trip** within the **United Kingdom**

### A. Cover

If the **Insured** is delayed for at least 12 hours on the outbound or return journey because the scheduled departure of a **Public Conveyance** is affected by a strike, industrial action, adverse weather, mechanical breakdown/derangement, or grounding of an aircraft due to mechanical or structural defect, **ACE** will pay:

- i. up to the amount shown in the Schedule of Benefits for the first full 12 hours delay and for each subsequent full 12 hours delay up to the maximum benefit shown in the Schedule of Benefits; or
- ii. up to the amount shown in the Schedule of Benefits for **Cancellation, Curtailment or Rearrangement Costs** if a **Trip** is abandoned after a delay of at least 24 hours of the scheduled departure from the **United Kingdom**.

### B. Exclusions (General Exclusions apply as well)

**ACE** will not pay

- i. the **Excess** as shown in the Schedule of Benefits
- ii. additional travel and **Accommodation** expenses for **Curtailment and Rearrangement Costs** where the means of transport and/or **Accommodation** used is of a standard superior to that of the outbound journey or **Trip**;
  - i. if the **Insured** does not:
    - a) check-in before the scheduled departure time shown on his or her travel itinerary; or
    - b) provide **ACE** with written details from the airline, shipping company, coach or train operators describing the length of, and reason for, the delay;
  - ii. if an aircraft, sea vessel, coach or train is taken out of service on the instructions of a Civil Aviation Authority, Port Authority or similar authority;
  - iii. if a strike or industrial action could be reasonably expected when a **Trip** is booked;
  - iv. a charge or expense paid for or to be discharged with any kind of promotional voucher.

## SECTION 3. MISSED DEPARTURE

Cover under this Section does not apply to a **Trip** within the **United Kingdom**.

### A. Cover

**ACE** will pay up to the amount shown in the Schedule of Benefits for necessary and reasonable **Accommodation** and travel expenses to enable the **Insured** to reach his or her scheduled destination if he or she arrives too late at the airport, sea port, coach or train station to commence a booked journey from or to the **United Kingdom**  
**Due To:**

- the car he or she is using for travel breaking down or being involved in an accident; or
- the **Public Conveyance** he or she is using for travel failing to arrive on schedule.

### B. Exclusions (General Exclusions apply as well)

**ACE** will not pay:

- i. **Accommodation** and travel expenses where the means of transport and/or **Accommodation** used is of a standard superior to that of the booked journey or **Trip**;
- ii. if the **Insured** does not provide original written:
  - a) evidence from a motoring organisation or garage that the car used for travel is roadworthy and properly maintained; or
  - b) details from the operators of public transport used for travel of the length of, and reason for, the delay;
- iii. the **Excess** as shown in the policy schedule Schedule of Benefits;
- iv. if the **Insured** has not allowed sufficient time for the journey;
- v. for a missed departure caused by strike or industrial action that could be reasonably expected when the **Trip** was booked.

## SECTION 4. PERSONAL ACCIDENT

### A. Cover

If the **Insured** receives a **Bodily Injury** during a **Trip** **ACE** will pay up to the amounts shown in the Schedule of Benefits for:

- i. death;
- ii. **Loss of Sight** or **Loss of Limb**;
- iii. **Permanent Total Disablement**

### B. Exclusions (General Exclusions apply as well)

**ACE** will not pay:

- i. more than one benefit for the same **Bodily Injury**;
- ii. if death, loss or disability is **Due To** disease or any physical defect, injury or illness which existed before the **Trip**;

## SECTION 5. MEDICAL AND ADDITIONAL EXPENSES

See Part II for a range of Medical Emergency and Non-Insurance Facilitation Services provided by **ACE Assistance** which are relevant to this Section.

### Reciprocal Health Declaration

If the **Insured** is travelling to Europe they should obtain a European Health Insurance Card (EHIC) and take it with them when they travel. If there is a valid claim for medical expenses under this Policy, **ACE** will NOT deduct the excess where the cost of the claim has been reduced by using a EHIC.

The **Insured** should apply for an EHIC online at <https://www.ehic.org.uk/> If any difficulties are encountered with the online application form, call the automated service on **0845 606 2030**.

If the **Insured** is travelling to a country outside the European Economic

Area, the **Insured** may be able to **Claim** back some or all of the costs of any medical treatment the **Insured** requires – contact the NHS Healthcare abroad website at <http://www.nhs.uk/nhsengland/Healthcareabroad/pages/Healthcareabroad.aspx>

Cover under this Section does not apply to a **Trip** within the **United Kingdom**

The **Insured** must contact **ACE Assistance** before incurring any costs covered under this Section.

**IMPORTANT: THIS IS NOT PRIVATE MEDICAL INSURANCE. IF THE INSURED REQUIRES MEDICAL TREATMENT THE INSURED MUST CONTACT ACE ASSISTANCE IMMEDIATELY. IF THE INSURED DOES NOT DO THIS, ACE MAY REJECT A CLAIM OR REDUCE ITS PAYMENT.**

**IF THE INSURED REQUIRES MEDICAL TREATMENT IN AUSTRALIA THE INSURED MUST ACCESS THE BENEFITS PROVIDED UNDER THE RECIPROCAL HEALTH CARE AGREEMENT BETWEEN THE AUSTRALIAN AND THE UNITED KINGDOM GOVERNMENTS. IF THE INSURED DOES NOT DO THIS, ACE MAY REJECT A CLAIM OR REDUCE ITS PAYMENT.**

#### A. Cover

If the **Insured** is injured or becomes ill, (including becoming ill **Due To** complications in pregnancy (as diagnosed by a **Qualified Medical Practitioner** or specialist in obstetrics) provided that if travelling within 12 weeks of the expected date of delivery the **Insured** 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) during a **Trip Abroad**, **ACE** will pay up to the amounts shown in the Schedule of Benefits

- i. for medical expenses excluding dental expenses, medical repatriation expenses or travel expenses he or she incurs, including optical expenses;
- ii. dental expenses he or she incurs for the relief of pain only.

Medical expenses must be for necessary hospital, surgical or other diagnostic treatment, given or prescribed by a **Qualified Medical Practitioner**, and include charges for staying in a hospital or nursing home.

Repatriation must be:

- a) authorised by **ACE Assistance**
  - b) necessary on medical grounds; and to the **United Kingdom**.
- iii. costs for additional travel and hotel expenses including those for any one other person if the **Insured** has to be accompanied on medical advice or a **Child** needs to be escorted home;
  - iv. for funeral expenses as follows if the **Insured** dies:
    - a) for cremation or burial charges in the country in which he or she died; or
    - b) to transport his or her body or ashes back to the **United Kingdom**.

#### B. Exclusions (General Exclusions apply as well)

**ACE** will not pay:

- i. any amount recovered under a National Health Service reciprocal agreement;
- ii. for any treatment not confirmed as medically necessary;
- iii. any expenses incurred in the **Insured's** country of residence;
- iv. any additional travelling expenses not authorised by **ACE Assistance** if the **Insured** has to return home earlier than planned or be repatriated from a **Trip**;
- v. for medical treatment that the **Insured** travelled **Abroad** to obtain;
- vi. for medication the **Insured** is taking before and which he or she will have to continue taking during a **Trip**;
- vii. for surgery, medical, dental or preventative treatment which can be delayed in the opinion of the **Qualified Medical Practitioner** treating the **Insured** until he or she returns to the **United Kingdom**;
- viii. for dental expenses other than for the relief of pain only;
- ix. any additional costs for single or private room **Accommodation**;
- x. additional travel and hotel expenses incurred which have not been authorized in advance by **ACE Assistance**;
- xi. cremation or burial costs in the **United Kingdom**;
- xii. the **Excess** as shown in the Schedule of Benefits except where the **Insured** has obtained a reduction in the cost of medical expenses in European Union countries by using a European Health Insurance Card.

**Notes: All original receipts must be kept and provided to support a Claim.**

## SECTION 6. HOSPITAL BENEFIT

Cover under this Section does not apply to a **Trip** within the **United Kingdom**

#### A. Cover

If the **Insured** is an in-patient in hospital during a **Trip** and has a **Claim** under **Part III** the **MEDICAL AND ADDITIONAL EXPENSES** section, **ACE** will pay up to the amount shown in the Schedule of Benefits for every 24 hours he or she spends in hospital.

#### B. Exclusions (General Exclusions apply as well)

**ACE** will not pay for time spent in an institution not recognised as a hospital in the country of treatment

## SECTION 7. PERSONAL PROPERTY

See Part II for services provided by **ACE Assistance** which are relevant to this Section

#### DEFINITIONS

The following words and phrases will have the same special meaning in this Section wherever they appear in bold italic type and commence with a capital letter. Additional Definitions appear in specific Sections and General Definitions, as detailed in Part I apply as well.

#### *Mobility Aid/Mobility Aids*

Any crutch, walking stick, walking frame, wheeled walking frame, walking trolley, evacuation chair, wheelchair, powered wheelchair or mobility scooter constructed specifically to aid persons suffering from restricted mobility but excluding any golf buggy or golf trolley or any item covered under **Personal Property**.

#### **Personal Property**

any suitcase, trunk or container of a similar kind and its contents, and any article worn or carried by the **Insured** that is not a **Mobility Aid** and which is not excluded under B. Exclusions.

#### **Repair and Replacement Costs**

the cost of repairing partially damaged property, or, if property is totally lost or destroyed or uneconomical to repair, the cost of replacing property as new less a deduction for wear, tear or depreciation. (Note: **ACE** will pay a reasonable proportion of the total value of a set or pair to repair or replace an item that is part of a set or pair.)

#### **Valuables**

cameras and other photographic equipment, telescopes and binoculars, Audio/Video equipment, (including radios, cassette/compact disc players, Ipods, mp3 and mp4 players, camcorders, DVD, video, televisions and other similar music and video players, mobile phones, satellite navigation equipment, computer games equipment (including consoles, games and peripherals), jewellery, watches, furs, precious and semi-precious stones and articles made of or containing gold, silver or other precious metals.

#### **A. Cover**

- i. If **Personal Property** is lost, damaged or stolen during a **Trip**, **ACE** will pay **Repair and Replacement Costs** up to the amount shown in the Schedule of Benefits.
- ii. If any **Mobility Aid** owned by the **Insured** or for which they are responsible, necessarily taken by the **Insured** on **Trip** or hired by or loaned to the **Insured** whilst on **Trip**, is lost, damaged or stolen during such **Trip**, **ACE** will pay **Repair and Replacement Costs** up to the amount shown in the Schedule of Benefits.
- iii. **ACE** will also reimburse, up to the amounts shown in the Schedule of Benefits:
  - a. the cost of essential items of clothing and toiletries that the **Insured** has to purchase because **Personal Property** is lost or misplaced for at least 12 hours by an airline or other Carrier –
    - i. after the first 12 hour delay period;
    - ii. for each 24 hour delay period thereafter;
    - iii. up to the maximum benefit amount.
  - b. reasonable and necessary costs incurred by:
    - i. the **Insured** during a **Trip**, in hiring **Mobility Aids**; and/or
    - ii. **ACE Assistance** in couriering **Mobility Aids** to the **Insured** to replace those taken by them on **Trip** and which have:
      - i) been misplaced for at least 12 hours by an airline or other Carrier.

- ii) suffered loss or damage insured under Cover ii. of this Section;
- c. reasonable and necessary costs up to £300, incurred by **ACE Assistance** to courier essential medication, dentures, hearing aids, prescription glasses, contact or corneal lenses to the **Insured**:
  - i. to replace those taken by the **Insured** on the **Trip** and which have:
    - a. been misplaced for at least 12 hours by an airline or other Carrier.
    - b. otherwise lost or damaged during the **Trip**;
  - ii. following discovery by the **Insured** that they accidentally omitted to take them on **Trip**.

#### **B. Exclusions (General Exclusions apply as well)**

- i. **ACE** will not pay
  - a) the **Excess** as shown in the Schedule of Benefits;
  - b) more than the limit as Schedule of Benefits for a single item, pair or set, or part of a pair or set;
  - c) more than the limit as Schedule of Benefits for golf clubs, bags and accessories;
  - d) more than the limit as Schedule of Benefits for **Valuables** in total and will only pay if the **Valuables** are attended by the **Insured** or are in a safety deposit box at the time they are lost, damaged or stolen;
  - e) for any items stolen from an unattended vehicle unless they were in the locked boot of the vehicle or in the luggage space at the rear of a locked estate car or hatchback under a top cover and out of view, and there is evidence of forced entry;
  - f) unless a loss or theft is reported to the Police (and the hotel management if the loss or theft occurs in a hotel) within 24 hours of discovery and **ACE** is provided with a copy of the original written Police report and report to the hotel management as applicable;
  - g) for loss, theft or damage to:
    - I. **Personal Property** more specifically insured or recoverable under any other insurance policy;
    - II. **Personal Property** left **Unattended** in a public place
    - III. **Personal Property** in the custody of an airline or other Carrier unless the loss or damage is reported in writing to the airline or other Carrier within 24 hours of discovery and **ACE** is provided with a copy of the original written airline or Carrier report;
    - IV. **Personal Property Due To** leaking powder or fluid carried within the **Insured's** luggage
    - V. household goods, contact or corneal lenses, sunglasses, dentures, hearing aids, prescription glasses, contact or corneal lenses samples or merchandise, bonds, securities or documents of any kind; or

- VI. antiques, musical instruments, pictures, typewriters, portable mobile telephones, computers, computer equipment (including but not limited to PDAs, personal organisers, laptops, Ipads, notebooks, netbooks and the like), electronic navigation equipment, televisions, sports equipment whilst being used (except for **Winter Sports** equipment if **Winter Sports** cover is shown as covered on the Policy Schedule), vehicles or their accessories, watercraft and ancillary equipment, glass, china or similar fragile items and pedal cycles;
  - VII. any mobility scooter caused by theft or attempted theft or malicious persons, whilst left unattended unless, it has been locked in a secure room or, any key required to operate the mobility scooter has been removed and any
  - VIII. manufacturers security devices employed or, it is otherwise secured from unauthorised removal.
  - IX. Mobility scooter tyres and/or accessories unless the Mobility scooter is damaged at the same time.
  - X. Hired **Mobility Aids** unless their condition has been inspected prior to hire and any defects noted.
- h) for depreciation in value, normal wear and tear, denting or scratching, (other than denting or scratching of hired **Mobility Aids** for which the **Insured** is legally responsible), damage by moth or vermin, electrical, electronic or mechanical derangement, or damage due to atmospheric or climatic conditions;
- i) for delay, detention, seizure or confiscation by customs or other officials.

**ACE** will not pay any **Claim** where:

- a) **Personal Property, Mobility Aids** essential medication, dentures, hearing aids, prescription glasses, contact or corneal lenses have been lost or misplaced by an airline or other Carrier unless **ACE** is provided with original written confirmation from such airline or other carrier or the tour representative that were delayed for at least 12 hours after the **Insured** arrived at his or her destination;
- b) **Mobility Aids** have been lost or damaged unless such loss or damage is insured under Cover ii of this section and the **Insured** has complied fully with the relevant terms and conditions of cover;
- c) **Personal Property, Mobility Aids**, essential medication, dentures, hearing aids, prescription glasses, contact or corneal lenses, have been lost or misplaced on a journey returning the **Insured** to the **United Kingdom**.

## SECTION 8. MONEY

See Part II for services provided by **ACE Assistance** which are relevant to this Section.

### DEFINITION

The following word will have the same special meaning in this Section wherever it appears in bold italic type and commences with a capital letter. Additional Definitions appear in specific Sections and General Definitions, as detailed in Part I, apply as well.

### **Money**

means coins, bank notes, postal or money orders, signed travellers cheques

and other cheques, letters of credit, travel tickets, non-refundable prepaid entry tickets, petrol coupons or other prepaid coupons which belong to or are in the custody and control of an **Insured** and are intended for travel, meals, **Accommodation** and personal expenditure only.

### A. Cover

**ACE** will pay

- i. up to the amount shown in the Schedule of Benefits if **Money** held by the **Insured** for their own personal use is lost or stolen during a **Trip** whilst:
  - a) being carried by the **Insured**; or
  - b) left in a safe or safety deposit box.
- ii. up to the amount shown in the Schedule of Benefits if the **Insured** sustains financial loss directly as a result of a credit, debit or charge card being lost or stolen during a **Trip** and subsequently being used fraudulently by any person other than:-
  - i) the **Insured**; or
  - ii) a member of the **Insured's** family.

### SPECIAL CONDITIONS APPLYING TO THIS SECTION

- i) Loss or theft of **Money** or credit, debit or charge cards **MUST** be reported to the police (and the hotel management if the loss or theft occurs in a hotel) within 24 hours of discovery and **ACE** **MUST** be provided with a copy of the original written police report and report to the hotel management as applicable.
- ii) the terms and conditions under which such credit, debit or charge card has been issued must have been fully complied with.

### B. Exclusions (General Exclusions apply as well)

**ACE** will not pay:

- i. the **Excess** as shown in the Schedule of Benefits;
- ii. more than the limit as Schedule of Benefits if the carrier is under 18 years old;
- iii. for delay, detention, seizure or confiscation by customs or other officials;
- iv. unless a loss or theft is reported to the Police (and the hotel management if the loss or theft occurs in a hotel) within 24 hours of discovery and **ACE** is provided with a copy of the original written Police report and report to the hotel management as applicable;
- v. for traveller's cheques:
  - a) unless the loss or theft is reported immediately to the local branch or agent of the issuing company; or
  - b) if the issuing company provides a replacement service;
- vi. for depreciation in value or shortage due to any error or omission.
- vii. for more than the limit as Schedule of Benefits in total in for any one **Claim** in respect of loss of or damage to **Money** or fraudulent misuse of lost or stolen credit, charge or bankers cards.

## SECTION 9. LOSS OF PASSPORT/ DRIVING LICENCE/TRAVEL DOCUMENTS EXPENSES

Cover under this Section does not apply to a **Trip** within the **United Kingdom**.

See Part II for services provided by **ACE Assistance** which are relevant to this Section.

### A. Cover

**ACE** will pay:

Up to the amount shown in the Schedule of Benefits to cover replacement and additional travel and **Accommodation** costs by the **Insured** to obtain a new passport, driving licence or other travel documents following the loss or theft of his or her original documents during a **Trip**

### B. Exclusions (General Exclusions apply as well)

**ACE** will not pay:

- i. for delay, detention, seizure or confiscation by customs or other officials;
- ii. unless a loss or theft is reported to the Police (and the hotel management if the loss or theft occurs in a hotel) within 24 hours of discovery and **ACE** is provided with a copy of the original written Police report and report to the hotel management as applicable;
- iii. for a passport/driving licence/travel documents stolen from an unattended vehicle unless it was in the locked boot of the vehicle or in the luggage space at the rear of a locked estate car or hatchback under a top cover and out of view, and there is evidence of forced entry.

## SECTION 10. HIJACK

Cover under this Section does not apply to a **Trip** within the **United Kingdom**.

### A. Cover

If the **Insured** is held hostage by **Hijackers** whilst travelling to or from a **Trip**, **ACE** will pay up to the amount shown in the Schedule of Benefits for each full 24 hours he or she is held hostage up to the maximum benefit shown in the Schedule of Benefits for each **Trip**.

## SECTION 11. PERSONAL LIABILITY

See Part II for services provided by **ACE Assistance** which are relevant to this Section.

### A. Cover

**ACE** will indemnify the **Insured** against all sums (after deduction of the **Excess**) which he or she is legally liable to pay as damages in respect of:

- i. accidental bodily injury (including death illness or disease) to any person;
- ii. accidental loss of or damage to material property;

which occurs during the **Period of Insurance** arising out of the **Trip**.

The maximum that **ACE** will pay under this Section for all damages as a result of any one occurrence or series of occurrences arising directly or indirectly from one source or original cause shall be the amount shown in the Schedule of Benefits (hereafter called the Limit of Liability).

**ACE** will in addition pay Costs and Expenses.

Costs and Expenses shall mean:

- i. all costs and expenses recoverable by a claimant from the **Insured**;
- ii. all costs and expenses incurred with the written consent of **ACE**;
- iii. solicitors' fees for representation at any coroner's inquest or fatal accident inquiry or in any Court of Summary Jurisdiction;

in respect of any occurrence to which this Section applies - 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 i., ii. and iii. above are deemed to be included in the Limit of Liability.

### B. Exclusions (General Exclusions apply as well)

**ACE** will not provide indemnity:

- i. the **Excess** as shown in the Schedule of Benefits
- ii. liability in respect of bodily injury to any person who is:
  - a. under a contract of service with the **Insured** when such injury arises out of and in the course of their employment by the **Insured**;
  - b. A member of the **Insured's** family.
- iii. liability in respect of loss of or damage to property in the care custody or control of the **Insured**.

However this Exclusion shall not apply in respect of loss of or damage to buildings and their contents not belonging to but temporarily occupied by the **Insured** in the course of the **Trip**.

- iv. liability in respect of bodily injury loss or damage caused directly or indirectly in connection with ownership, possession of or use by the **Insured** of:
  - a. mechanically propelled vehicles (other than golf buggies used on golf course and not on public roads); or
  - b. aircraft, hovercraft or watercraft (other than manually propelled watercraft less than 30 feet in length used on inland waters);
  - c. firearms (other than sporting guns);
- v. liability in respect of bodily injury loss or damage caused directly or indirectly in connection with:
  - a. the ownership, possession or use of land or building other than any building temporarily occupied by the **Insured** in the course of a **Trip**; or
  - b. any wilful or malicious act; or
  - c. the carrying on of any trade business or profession;
  - d. activities or volunteer work organised by, or under the auspices of, a charitable, voluntary, not for profit, social or similar organisation when liability for such activities or work should reasonably be included within the organisation's own Public Liability policy.



- vi. any liability assumed by the **Insured** under any contract or agreement unless such liability would have attached in the absence of such contract or agreement;
- vii. punitive or exemplary damages;
- viii. **War**

### C. Conditions applying to this Section

- i. 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's** name the defence or settlement of any **Claim** or to prosecute in the **Insured'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** 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** shall have notice of any prosecution or inquest in connection with any circumstances which may give rise to liability under this Section.
- ii. **ACE** may at any time pay to the **Insured** in connection with any **Claim** or series of **Claims** the Limit of Liability for this Section (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.
- iii. the **Insured** shall as though they were the **Insured** observe, fulfil and be subject to the terms, Exclusions and Provisions of this Section.

## SECTION 12. OVERSEAS LEGAL ADVICE & EXPENSES

Cover under this Section does not apply to a **Trip** within the **United Kingdom**.

See Part II for services provided by **ACE Assistance** which are relevant to this Section.

### DEFINITIONS

The following words and phrases will have the same special meaning in this Section wherever they appear in bold italic type and commence with a capital letter. Additional Definitions appear in specific Sections and General Definitions, as detailed in Part I, apply as well.

#### *Legal Expenses*

- a. fees, expenses, costs/expenses of expert witnesses and other disbursements reasonably incurred by the **Legal Representatives** in pursuing a **Claim** or legal proceedings for damages and/or compensation against a third party who has caused accidental bodily injury to or illness of the **Insured** or in appealing or resisting an appeal against the judgment of a court, tribunal or arbitrator.
- b. costs for which the **Insured** 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*

the solicitor, firm of solicitors, lawyer, advocate or other appropriately qualified person firm or company appointed to act on behalf of the **Insured**.

#### *Any One Claim*

all **Claims** or legal proceedings including any appeal against judgment consequent upon the same original cause, event or circumstance.

#### A. Cover

If during a **Trip** the **Insured** sustains bodily injury or illness which is caused by a third party **ACE** will pay up to the amount shown in the Schedule of Benefits to cover **Legal Expenses** arising out of **Any One Claim**.

#### B. Exclusions (General Exclusions apply as well)

In respect of each **Claim** under this insurance **ACE** will not pay for:

- i. any **Claim** reported to **ACE** more than 24 months after the beginning of the incident which led to the **Claim**;
- ii. 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**;
- iii. **Legal Expenses** incurred before receiving **ACE's** prior authorisation in writing unless such costs would have been incurred subsequent to **ACE's** authorisation;
- iv. **Legal Expenses** incurred in connection with any criminal or wilful act;
- v. **Legal Expenses** incurred in the defence against any civil **Claim** or legal proceedings made or brought against the **Insured** unless as a counter **Claim**;
- vi. Fines, penalties compensation or damages imposed by a court or other authority;
- vii. **Legal Expenses** incurred for any **Claim** or legal proceedings brought against:
  - a) a tour operator, travel agent, carrier, insurer or their agents where the subject matter of the **Claim** or legal proceedings is eligible for consideration under an Arbitration Scheme or Complaint Procedure;
  - b) **ACE** or their agents; or
  - c) the **Insured's** employer.
- viii. Actions between the **Insured** or pursued in order to obtain satisfaction of a judgement or legally binding decision;
- ix. **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;
- x. **Legal Expenses** chargeable by the **Legal Representatives** under contingency fee arrangements;
- xi. **Legal Expenses** incurred where the **Insured** has:
  - a) failed to co-operate fully with and ensure that **ACE** is fully informed at all times in connection with any **Claim** or legal proceedings for damages and or compensation from a third party; 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;
- xii. **Legal Expenses** incurred after the **Insured** 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**;
- xiii. the **Excess** as shown in the Schedule of Benefits.
- xiv. **Legal Expenses** which **ACE** considers unreasonable or excessive or unreasonably incurred.

### C. SPECIAL CONDITIONS APPLYING TO THIS SECTION

- i. **Legal Representatives** must be qualified to practise in the Courts of the country where the event giving rise to the **Claim** occurred or where the proposed defendant under this Section is resident.
- ii. The **Insured** has the right to select and appoint a **Legal Representative** of the **Insured's** choice to represent the **Insured** 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** shall provide **ACE** with details of the selected **Legal Representative's** name and address. **ACE** may provide information about **Legal Representatives** in the **Insured's** local area if the **Insured** asks **ACE**.
- iii. The **Legal Representatives** and the **Insured** must cooperate 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** will give to the **Legal Representatives** any instructions necessary to ensure such access.
- iv. **ACE's** authorisation to incur **Legal Expenses** will be given if the **Insured** can satisfy **ACE** that:
  - a. there are reasonable grounds for pursuing or defending the **Claim** or legal proceedings and the **Legal Expenses** will be proportionate to the value of the **Claim** or legal proceedings; and
  - b. it is reasonable for **Legal Expenses** to be provided in a particular case. The decision to grant authorisation will take into account the opinion of the **Legal Representatives** as well as that of **ACE's** own advisers. If there is a dispute, **ACE** may request, at the **Insured's** expense, an opinion of a barrister as to the merits of the **Claim** or legal proceedings. If the **Claim** is admitted, the **Insured's** costs in obtaining this opinion will be covered by this Insurance.
- v. 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 deferred to a single arbitrator who will

be either a solicitor or barrister agreed by all parties, or failing agreement, one who is nominated by the current President of the appropriate Law Society. The party against whom the decision is made shall meet the costs of the arbitration in full. If the decision is not clearly made against either party the arbitrator shall have the power to apportion costs. If the decision is made in **ACE's** favour, the **Insured's** costs shall not be recoverable under the Insurance.

- vi. **ACE** may at its discretion assume control at any time of any **Claim** or legal proceedings in the name of the **Insured** for damages and or compensation from a third party.
- vii. All **Claims** within this section must be submitted to **ACE** in writing within 90 days.
- viii. 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 **Insured**.
- ix. **ACE** may at its discretion require the **Insured** to obtain at the expense of the **Insured** an opinion of a barrister agreed by the **Insured** 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.
- x. **ACE** may at its discretion offer to settle a counter-claim against the **Insured** which it considers to be reasonable instead of continuing any **Claim** or legal proceedings for damages and/or compensation by a third party.
- xi. The **Insured** 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** in the **Claim** or legal proceedings; or
  - b. costs are agreed to be paid to the **Insured** as part of any settlement of the **Claim** or legal proceedings.
- xii. 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** has the right to select and appoint other **Legal Representatives** in accordance with Special Condition 2 of this Section.
- xiii. If the **Legal Representatives** refuse to continue acting for the **Insured** with good reason or if the **Insured** dismisses the **Legal Representatives** without good reason the cover **ACE** provides will end at once, unless **ACE** agrees to appoint other **Legal Representatives**.

## SECTION 13. STUDENT LOANS

Cover under this Section does not apply to a **Trip** within the **United Kingdom**.

### A. Cover

**ACE** will pay:

The **Insured** or the **Insured's** estate up to the amount shown in the Schedule of Benefits in respect of an outstanding loan in the **Insured's** name through a regulated financial institution which was arranged by the **Insured** for

the purpose of the payment of the student programmes fees or attending university or other third level institutions arising as a result of the **Insured** sustaining **Bodily Injury** which shall solely and independently of any other cause, result within 180 days in the **Insured's** death, **Loss of Limb**, **Loss of Sight** or **Permanent Total Disablement** and prevent the **Insured** from engaging in paid occupations.

No benefits shall be paid for more than one loss suffered.

#### SPECIAL CONDITIONS APPLYING TO THIS SECTION

- i. **ACE's Qualified Medical Practitioner** may examine the **Insured** as often as **ACE** deems necessary in the event of a **Claim**.

#### PROVISIONS

- i. Benefit is not payable to the **Insured**:
  - a) Under **Permanent Total Disablement** until one year after the date the **Insured** sustain **Bodily Injury**.
  - b) Under **Permanent Total Disablement**, if the **Insured** is able or may be able to carry out any gainful employment or gainful occupation.
- ii. The death benefit payment will be paid into the deceased's estate.

#### B. Exclusions (General Exclusions apply as well)

**ACE** will not pay:

- i. The **Excess** as shown in the Schedule of Benefits.
- ii. **Claims** arising directly or indirectly as a result of the **Insured's** failure to comply with the important conditions relating to the **Insured's** health shown on page 4

## SECTION 14. LOSS OF EARNINGS

Cover under this Section does not apply to a **Trip** within the **United Kingdom**.

#### A. Cover

**ACE** will pay:

The **Insured** the amount shown in the Schedule of Benefits in respect of loss of earnings resulting from the **Insured** being hospitalised as an inpatient due to unforeseen **Bodily Injury** or illness whilst overseas for a period of five consecutive working days during the **Insured's Trip** resulting in the **Insured** being unable to attend the **Insured's** place of work.

#### SPECIAL CONDITIONS APPLYING TO THIS SECTION

- i. The **Insured** must provide an official medical report confirming the duration and reason the **Insured** was unable to work.
- ii. The **Insured** must provide written evidence from the **Insured's** employer confirming the duration and reason for the **Insured's** absence from the **Insured's** place of work.
- iii. The **Insured** must give notice immediately to the **ACE Assistance** of any **Bodily Injury** or illness which necessitates the **Insured's** admittance to hospital as an inpatient.

#### B. Exclusions (General Exclusions apply as well)

**ACE** will not pay:

- i. The **Excess** as shown in the Schedule of Benefits.
- ii. Loss of salary which can be recovered from another source.

- iii. **Claims** arising directly or indirectly as a result of the **Insured's** failure to comply with the important conditions relating to health shown on page 4.

## SECTION 15. PROGRAMME PARTICIPATION COSTS

Cover under this Section does not apply to a **Trip** within the **United Kingdom**.

#### A. Cover

**ACE** will pay:

The **Insured** up to the amount shown in the Schedule of Benefits in respect of:

- i. The **Insured's** costs of participation in the **Insured's** work programme, if during a period of 28 days commencing on the the **Insured's** departure from the **United Kingdom** the **Insured** needs to **Curtail** their **Trip** due to the death, **Bodily Injury** or illness of:
  - a) The **Insured**;
  - b) the **Insured's Travelling Companion**;
  - c) The **Insured's Close Relative** resident in the **United Kingdom**;
  - d) The **Insured's Close Business Associate** resident in the **United Kingdom**;
- ii. The **Insured's** cost of participation in the J1/work programme, if during a period of 28 days commencing on the the **Insured's** departure from the **United Kingdom** the **Insured** is unable to obtain employment as a direct result of the **Insured** being unable to furnish a Social Security number to a prospective employer as a result of the failure of the local government and the **Insured** has to curtail.

#### SPECIAL CONDITIONS APPLYING TO THIS SECTION

- i. The **Insured** must provide a medical report of from a **General Medical Practitioner** to confirm that the **Insured** was unable to participate in their travel and **Work** programme.
- ii. The **Insured** must obtain authorisation from **ACE Assistance** before they **Curtail** their **Trip**.

#### B. Exclusions (General Exclusions apply as well)

**ACE** will not pay:

- i. The **Excess** as shown in the Schedule of Benefits;
- ii. the cost of the **Insured's** flight home should their original flight ticket allow them to return to the **United Kingdom** at the required time;
- iii. **Claims** arising directly from the **Insured's** failure to comply with the important conditions relating to health shown on page 4.

## SECTION 16. RESUMPTION OF JOURNEY

Cover under this Section does not apply to a **Trip** within the **United Kingdom**.

#### A. Cover

**ACE** will pay:

The **Insured** up to the amount shown in Schedule of Benefits for the cost of the flights which take the **Insured** back to the destination where the

- Insured's original Trip** ceased and resume the **Insured's original Trip** if:
- i. the **Insured** or a **Travelling Companion** suffer **Bodily Injury** or illness and are repatriated under the provisions of this policy to the **United Kingdom** or;
  - ii. the **Insured** has to interrupt the **Insured's Trip** and return to the **United Kingdom** due to the death, **Bodily Injury** or illness of their **Close Relative** resident in the **United Kingdom**.

#### SPECIAL CONDITIONS APPLYING TO THIS SECTION

- i. the **Insured** must recommence the **Insured's Trip** within 21 days of the **Insured's** return to the **United Kingdom**.
- ii. the **Insured's** transportation to recommence the **Insured's Trip** must be authorised by **ACE Assistance**.

#### PLEASE NOTE

If the **Insured** or the **Insured's Travelling Companion** return **Home** because of illness or **Bodily Injury** to the **Insured**, the **Insured's Travelling Companion** or **Close Relative**, there is no cover for that illness or **Bodily Injury** or related **Medical Condition**, once the **Insured** recommences the **Insured's Trip** under any section of this insurance policy.

#### B. Exclusions (General Exclusions apply as well)

**ACE** will not pay:

- i. The **Excess** as shown in the Schedule of Benefits.
- ii. **Claims** arising directly or indirectly as a result of the **Insured's** failure to comply with the important conditions relating to the **Insured's** health shown on page 4.

## SECTION 17. LOSS/STOLEN INTER RAIL TICKETS

Cover under this Section does not apply to a **Trip** within the **United Kingdom**.

#### A. Cover

**ACE** will pay:

The **Insured**, up to the amount shown in the Schedule of Benefits, for the accidental loss of, or theft of the **Insured's** Inter Rail Tickets.

#### SPECIAL CONDITIONS APPLYING TO THIS SECTION

- i. The **Insured** may claim under only one Section as follows:
  - i) This Section 17; ii) Section 8 – Money; or iii) Section 9 - Loss of Passport/Driving Licence/ Travel Documents Expenses.
- ii. The **Insured** must report to the local Police, in the country where the incident occurred, within 24 hours of discovery or as soon as possible after that and obtain a written report of the loss, theft or attempted theft of all Inter Rail Tickets. A Trip Representatives report is not sufficient.
- iii. Receipts for items lost, stolen or damaged or proof of ownership should be retained as these will help the **Insured** to substantiate the **Insured's Claim**.
- iv. Please retain all travel tickets and tags for submission if a **Claim** is to be made under this policy.

#### B. Exclusions (General Exclusions apply as well)

**ACE** will not pay:

- i. The **Excess** as shown in the Schedule of Benefits.
- ii. Loss of, or theft of Inter Rail Tickets left **Unattended** at any time (including in a vehicle or in the custody of carriers) unless deposited in a hotel safe or safety deposit box.
- iii. Loss due to delay, confiscation or detention by customs or other authority.

## SECTION 18. GOVERNMENT TRAVEL ADVICE

Cover under this Section does not apply to a **Trip** within the **United Kingdom**.

#### A. Cover

**ACE** will pay:

The **Insured** up to the amount shown in the Schedule of Benefits for any cancellation fees incurred in respect of:

- i. Pre-paid travel and **Accommodation** costs and/or
  - ii. School or University fees paid to colleges **Abroad** which the **Insured** has paid,
- if the **Insured** has to cancel the **Insured's Trip** after the **Insured's** policy has been issued due to a government travel notice being issued for the **Insured's** destination within 14 days of the original travel date and the **Insured** is advised not to travel to the **Insured's** original destination.

#### SPECIAL CONDITIONS APPLYING TO THIS SECTION

- i. the **Insured** must provide evidence of the government notice and issue date of this notice by the government.

#### B. Exclusions (General Exclusions apply as well)

**ACE** will not pay:

- i. The **Excess** as shown in the Schedule of Benefits.
- ii. Fees incurred by the **Insured** if the airline or other carrier makes alternative arrangements to accommodate the **Insured** or re-arrange flights.
- iii. Fees incurred by the **Insured** if the country listed by the government notice is a transit stopover for less than 30 days.
- iv. The cost of recoverable airport charges and levies.
- v. Travel tickets paid for using any airline mileage reward scheme, for example Air Miles.
- vi. **Accommodation** costs paid for using any Timeshare, Trip Property Bond or other Trip points scheme.
- vii. **Claims** arising directly or indirectly from a government notice existing or being publicly announced by the date the **Insured** purchased this insurance or at the time of booking any **Trip**.
- viii. Any costs incurred by the **Insured** which are recoverable from the providers of the **Accommodation** (or their administrators) or for which the **Insured** receives or are expected to receive compensation or reimbursement.
- ix. Any costs incurred by the **Insured** which are recoverable from the **Public Transport** operator or for which the **Insured** receives or are expected to receive compensation, damages, refund of tickets, meals, refreshments, **Accommodation**, transfers, communication facilities or

- other assistance.
- x. Any **Accommodation** costs, charges and expenses where the **Public Transport** operator has offered reasonable alternative travel arrangements.

## SECTION 19. TROPICAL DISEASE SCREENING & TREATMENT ON RETURN TO THE UNITED KINGDOM

Cover under this Section does not apply to a **Trip** within the **United Kingdom**.

### A. Cover

**ACE** will pay:

the **Insured** up to the amount shown in the Schedule of Benefits for medical expenses necessarily incurred in undergoing tropical medical screening and treatment at a **Hospital** or other registered centre specialising in screening for **Tropical Diseases** approved by **ACE**, upon the **Insured's** return home to the **United Kingdom** following:

- i. the **Insured** undergoing in-patient or out-patient medical treatment **Abroad** for a suspected **Tropical Disease**; or
- ii. receipt of a referral of a **Qualified Medical Practitioner** in the **United Kingdom** as a direct result of suspecting that the **Insured** has contracted a **Tropical Disease** occurring outside the **United Kingdom** during the **Period of Insurance**.

### SPECIAL CONDITIONS APPLYING TO THIS SECTION

The **Insured** must have obtained the necessary vaccinations prior to travel in line with standard internationally accepted recommendations such as those provided by the Centre for Disease Control (CDC) and British and Scottish Advisory panels.

### B. Exclusions (General Exclusions apply as well)

**ACE** will not pay:

- i. for medical expenses incurred for treatment or surgery for which **ACE's** medical advisers and/or the appropriate **Qualified Medical Practitioner** at the **Hospital** or other registered centre approved by **ACE** believe is not essential.
- ii. any costs incurred once the **Insured** has returned home, other than the cost of the agreed treatment with the **Hospital** or other registered centre approved by **ACE**.

## SECTION 20. INSOLVENCY OF TRAVEL OR ACCOMMODATION PROVIDER

Cover under this Section does not apply to a **Trip** in the **United Kingdom**.

### A. Cover

In the event of Insolvency of the Travel or **Accommodation** provider, **ACE** will pay up to the amount shown in the Schedule of Benefits for:

- i. **Cancellation Expenses** where the **Trip** is cancelled.
- ii. additional pro rata costs incurred by the **Insured** in rearranging that part of the travel to a similar standard to that originally booked; or
- iii. if curtailment of the **Trip** is unavoidable - the cost of return transportation, to a similar standard to that originally booked, to the **United Kingdom**

### B. Exclusions (General exclusions apply as well)

**ACE** will not pay:

- i. Travel or **Accommodation** not booked within the **United Kingdom** prior to departure
- ii. the financial failure of:
  - i) any Travel or **Accommodation** provider in Chapter 11 or any threat of insolvency being known at the date of issue of the Policy Schedule/Validation Certificate;
  - ii) any Travel or **Accommodation** provider who is bonded or insured elsewhere (even if the bond is insufficient to meet the **Claim**);
  - iii) any travel agent, tour organiser, booking agent or consolidator with whom the insured has booked travel or **Accommodation**
- iii. Any loss for which a third party is liable or which can be recovered by other legal means.
- iv. Costs incurred without first obtaining approval from **ACE Assistance**, where practicable.
- v. The **Excess** as shown in the Schedule of Benefits.

## SECTION 21. WINTER SPORTS

THIS SECTION IS **OPTIONAL**; IT APPLIES ONLY IF IT IS SHOWN AS **INSURED** ON THE SCHEDULE AND THE **ADDITIONAL PREMIUM** HAS BEEN PAID. (SEE **GENERAL EXCLUSIONS – WINTER SPORTS**).

Cover under this Section does not apply to a **Trip** within the **United Kingdom**.

### A. Cover

**ACE** will pay

- i. up to the amount shown in the Schedule of Benefits for each full 24 hour period it is necessary for the **Insured** to hire **Winter Sports** equipment for **Winter Sports** equipment that is:
  - a) lost or broken in an **Accident**; or
  - b) lost or misplaced by an airline or other carrier on the outward journey from the **United Kingdom** and delayed for at least 12 hours after the arrival of the **Insured** at his or her destination;
- ii. up to the amount shown in the Schedule of Benefits for each full day to cover the value of an unused ski pass belonging to the **Insured**, and hire or tuition fees which the **Insured** cannot recover following:
  - a) an **Accident** or illness;
  - b) loss or theft of his or her ski pass;
- iii. the amount shown in the Policy schedule for each full 24 hour period the **Insured** is unable to ski because there is a lack of snow

- in the pre-booked resort and no alternative skiing available;
- iv. up to the amount shown in the Schedule of Benefits for the cost of transport organised by the tour operator to an alternative site if an avalanche results in the closure of skiing facilities (excluding cross country skiing) in the **Insured's** resort and it is not possible to ski. The cover applies only:
    - a) to the resort which the **Insured** has pre-booked for a period of 12 hours and for as long as the conditions prevail at the resort, but not exceeding the prebooked period of the **Insured's Trip**; and
    - b) to **Trips** taken outside the **United Kingdom** during the published ski season for the **Insured's** resort.

The **Insured** must obtain written confirmation from their resort management of the piste conditions, confirming the closure of the facilities and the dates applicable.

## B. Exclusions (General Exclusions apply as well)

**ACE** will not pay

- i. for delay, detention, seizure or confiscation by customs or other officials;
- ii. unless a loss or theft is reported to the Police (and the hotel management if the loss or theft occurs in a hotel) within 24 hours of discovery and **ACE** is provided with a copy of the original written Police report and report to the hotel management as applicable;
- iii. more than the amounts shown in the Policy schedule;
- iv. up to the amount shown in the Schedule of Benefits for the cost of transport organised by the tour operator to an alternative site if an avalanche results in the closure of skiing facilities (excluding cross country skiing) in the **Insured's** resort and it is not possible to ski. The cover applies only:
  - a) to the resort which the **Insured** has pre-booked for a period of 12 hours and for as long as the conditions prevail at the resort, but not exceeding the pre-booked period of the **Insured's Trip**; and
  - b) to **Trips** taken outside the **United Kingdom** during the published ski season for the **Insured's** resort.

The **Insured** must obtain written confirmation from their resort management of the piste conditions, confirming the closure of the facilities and the dates applicable.

- v. if a **Claim** is **Due To** participation in competitive winter sports including, but not limited to, ski or ski bob racing, mono skiing, ski jumping, ski boarding, ice hockey, or the use of bobsleighs or skeletons.
- vi. The **Excess** as shown in the Schedule of Benefits.

## SECTION 22. CRUISE CONNECTION

THIS SECTION IS **OPTIONAL**; IT APPLIES ONLY IF IT IS SHOWN AS INSURED ON THE SCHEDULE AND THE ADDITIONAL PREMIUM HAS BEEN PAID.

Cover under this Section does not apply to a **Trip** within the **United Kingdom**.

## A. Cover

**ACE** will pay

up to the amount shown in the Schedule of Benefits for reasonable additional travel and **Accommodation** (room only) expenses necessarily incurred in reaching the next available embarkation point of the **Insured's** cruise itinerary if the **Insured** fails:

- i. to arrive at the original embarkation point in time to board the cruise ship on which they were booked to travel,
- ii. to disembark at the original disembarkation place in time to reach their international flight departure point;

as a direct result of:

- i. the failure of any scheduled public transport
- ii. the failure of the **Insured's** booked cruise ship
- iii. strike, industrial action or adverse weather conditions.

## B. Exclusions (General exclusions apply as well)

**ACE** will not pay:

- i. any additional travel or **Accommodation** expenses incurred where expenses the **Insured** did not allow sufficient time for the scheduled Public Transport, Cruise Ship or other transport to arrive on schedule and to deliver the **Insured** to their embarkation point or International Departure point.
- ii. **Claims** arising directly or indirectly from:
  - i) strike or industrial action or air traffic control delay existing or publicly announced by the date the **Insured** purchased this insurance or at the time of booking any Trip whichever is the later.
  - ii) withdrawal from service (temporary or otherwise) of an aircraft or sea vessel on the recommendation of the Irish Aviation Authority or a Port Authority or any similar body in any country.
- iii. additional expenses where the scheduled Public Transport operator has offered reasonable alternative travel arrangements.
- iv. any delay caused by quarantine on the Cruise Ship due to contagious disease.
- v. The **Excess** as shown in the Schedule of Benefits.

## SECTION 23. GOLF EQUIPMENT/GOLF EQUIPMENT HIRE/GREEN FEES

THIS SECTION IS **OPTIONAL**; IT APPLIES ONLY IF IT IS SHOWN AS INSURED ON THE SCHEDULE AND THE ADDITIONAL PREMIUM HAS BEEN PAID.

Cover under this Section does not apply to a **Trip** within the **United Kingdom**.

## A. Cover

**ACE** will pay:

- i. Up to the amount shown in the Schedule of Benefits for loss, theft or damage to the **Insured's Golf Equipment** during a **Trip**.
- ii. up to the amount shown in the Schedule of Benefits for each 24 hour period for the cost of necessary hire of **Golf Equipment**

following:

- a. accidental loss of, theft of or damage to the **Insured's Golf Equipment**; or
  - b. the temporary loss in transit during the outward journey for at least 24 hours of the **Insured's Golf Equipment**
- iii. up to the amount shown in the Schedule of Benefits for the proportionate value of any non-refundable pre-paid green fees, **Golf Equipment** hire or tuition fees necessarily unused due to the following:
- a) the **Insured's Bodily Injury** or illness; or the loss or theft of the **Insured's** pre-booked and pre-paid documentation which prevents the **Insured's** participation in the pre-paid golfing activity;
  - b) closure due to adverse weather conditions of the golf course.

#### B. Exclusions (General Exclusions apply as well)

ACE will not pay

- i. The exclusions in Section 7 **Personal Property** apply also to this Section except that the limit of £250 in Exclusion i. b) for the **Insured's Golf Equipment** will not apply.
- ii. The **Excess** as shown in the Schedule of Benefits.

## SECTION 24. EXAM FAILURE

THIS SECTION IS **OPTIONAL**; IT APPLIES ONLY IF IT IS SHOWN AS INSURED ON THE SCHEDULE AND THE ADDITIONAL PREMIUM HAS BEEN PAID.

Cover under this Section does not apply to a **Trip** within the **United Kingdom**.

#### A. Cover

ACE will pay:

The **Insured** up to the amount shown in the Schedule of Benefits for additional travel and **Accommodation** expenses incurred by the **Insured** as a result of returning to the **United Kingdom** to retake public or university exams and then return to the **Insured's** destination, provided cover was issued before the **Insured** sat the **Insured's** initial exam.

#### SPECIAL CONDITIONS APPLYING TO THIS SECTION

- i. the **Insured** must get an official exam report to substantiate the **Insured's Claim**.

#### B. Exclusions (General Exclusions apply as well)

ACE will not pay

- i. The **Excess** as shown in the Schedule of Benefits.
- ii. Expenses incurred if the results of the **Insured's** examination are known or are available to the **Insured** prior to the **Insured's** original departure date or the **Insured's** results are known prior to booking the **Insured's Trip**.

- iii. Expenses incurred if they are more than the cost of the flight arranged by **ACE** or the actual costs incurred by the **Insured** (whichever is the lesser) if the **Insured** chooses not to accept the flight arranged by **ACE**.
- iv. The cost of the **Insured's** flight **Home** should the **Insured's** original flight ticket allow the **Insured** to return to the **United Kingdom** at the required time.
- v. Expenses incurred if the **Insured's** return to the **United Kingdom** is in respect of project work which forms part of the **Insured's** exam result.

## PART IV

### 4.1 GENERAL EXCLUSIONS (Exclusions that apply to the whole Policy)

**ACE** will not be liable to make any payment under this Policy where any event that would otherwise be insured is **Due To**

#### A. Air Travel

air travel, unless the **Insured**;

- i. is travelling as a fare-paying passenger in a fixed wing aircraft which is provided by a licensed airline or air charter company; or
- ii. has paid the appropriate additional premium for other forms of air travel (e.g. hot air ballooning) as shown in the Policy Schedule. (See Part 1.V Sports and Activities)

#### B. Currency

currency exchange.

#### C. Illegal Acts

any illegal act of the **Insured**.

#### D. Manual Work

manual work involving the use of dangerous equipment.

#### E. Misuse of Alcohol/Drugs

- i. misuse of alcohol or solvents by the **Insured**;
- ii. drugs ingested by the **Insured** except for drugs which are properly prescribed; and
- iii. the **Insured** driving a vehicle of any kind whilst the alcohol level in his or her blood exceeds the legal limit of the country where he or she is driving.

#### F. Psychological Conditions

post traumatic stress disorder or a related syndrome or any psychological or psychiatric condition diagnosed before a **Trip** begins.

#### G. Radiation

- i. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste resulting from the combustion of nuclear fuel; or
- ii. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.

#### H. Sonic Waves

pressure waves from aircraft and other airborne devices travelling at sonic or supersonic speeds.

#### I. Sports and Activities

Sports and Activities except where permitted by Part 1.5.

**J. Specified diseases**

- i. infection with Human Immune Deficiency Virus (HIV) or other forms of the virus, Acquired Immune Deficiency Syndrome (AIDS) and AIDS-Related Complex (ARC); or
- ii. sexually transmitted disease.

**K. Suicide/self-injury**

- i. suicide, attempted suicide or deliberate self-inflicted injury by the **Insured** regardless of the state of their mental health; or
- ii. needless self-exposure to danger except in an attempt to save human life.

**L. War**

**War** or any act of **War** whether **War** is declared or not

**M. Winter Sports**

**Winter Sports** unless the WINTER SPORTS Section is shown as covered on the Policy Schedule; any competitive winter sports, including but not limited to, ski or ski bob racing, mono skiing, ski jumping, ski boarding, ice hockey, or the use of bobsleighs or skeletons.

## 4.2 GENERAL CONDITIONS (Conditions that apply to the whole Policy)

**A. Contract**

This Policy, the Schedule and the Schedule of Benefits and any information provided to the issuing agent will be read together as one contract.

**B. Legal Interpretation and Language**

Current legislation allows the parties to this contract to choose which law is used to interpret this Policy. The **Insured** and **ACE** agree that:

- i. this Policy will be governed and interpreted in accordance with the Law of England and Wales and only the English Courts will have jurisdiction in any dispute; and
- ii. communication of and in connection with this Policy shall be in the English language.

**C. Observing Policy Terms & Conditions**

**ACE** will not be liable to make any payment under this Policy if the **Insured** or his or her personal representative(s) do not observe and fulfil its Terms, Exclusions and Conditions.

**D. The Insured's duty to avoid or minimise a Claim**

The **Insured** must take ordinary and reasonable care to safeguard against loss, damage, **Accident**, injury or illness as though the **Insured** was not insured. If **ACE** believes the **Insured** has not taken reasonable care of property, the **Claim** may not be paid. The items insured under this Policy must be maintained in good condition and kept in good repair.

**E. Interest**

**ACE** will not pay interest on any benefit payable under this Policy 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 from the date of final receipt of such certificates, information or evidence.

**F. Other Taxes**

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

**G. ACE'S right to change Policy**

**ACE** reserves the right to make changes, add to the Policy terms and/or to change the total amount payable for this insurance:

- i for legal, regulatory or taxation reasons;
- ii to reflect new industry guidelines and codes of practice.

**H. Third Party Rights**

The **Insured** and **ACE** have agreed that it is not intended for any third party to this contract to have the right to enforce the terms of this contract. The **Insured** and **ACE** can rescind or vary the terms of this contract without the consent of any third party to this contract, who might seek to assert that they have rights under the Contracts (Rights of Third Parties) Act 1999

## 4.3 CANCELLATION

**A. Cancellation within 14 days**

The **Insured** may cancel this policy within 14 days of receipt of the policy documents (new business) by writing to the issuing agent at the address shown on the Policy Schedule/ Validation Certificate. Any premium already paid will be refunded to the **Insured** providing they have not travelled and no claim has been made or is intended to be made and no incident likely to give rise to a claim has occurred. The policy will be cancelled with effect from its date of issue.

**B. Cancellation after 14 days**

The **Insured** may cancel this policy at any time after 14 days of receipt of the policy by writing to the issuing agent at the address shown on the Policy Schedule/ Validation Certificate. If the **Insured** cancels after 14 days no premium refund will be made.

**C. Cancellation by ACE**

If **ACE** no longer wishes to offer this Policy and needs to cancel this policy **ACE** will write to the **Insured** at the latest address **ACE** has for the **Insured**. **ACE** will then cancel the policy 30 days after the date of its letter. If **ACE** cancels the policy **ACE** will refund any premium the **Insured** paid for the cancelled period provided they have not made a claim under the Policy during the current period of insurance.

**D. Cancellation for Non Payment of Premiums**

**ACE** reserve the right to cancel this policy immediately in the event of non payment of the premium or in the event that the payment is made by fraudulent use of a credit/debit card or other payment method then the policy automatically becomes null and void.

## 4.4 DUAL INSURANCE

If at the time of any incident which results in a claim under this policy, there is another insurance covering the same loss, damage, expense or liability **ACE** will not pay more than its proportional share (not applicable to the Personal Accident Section). Under the Medical Expenses Section the **Insured's** private health insurer (if any) must pay the first amount as stated in their policy and **ACE** will commence cover once that limit has been reached

## 4.3 CLAIM PROVISIONS

**A. The Insured must:**

- i. **Notify OSG immediately**



e-mail OSG Travel **Claims** immediately or download a **Claim** form from this Web Site and send it to OSG Travel Claims as soon as possible and within 30 days of becoming aware of anything likely to result in a **Claim**. A personal representative can do this if the **Insured** cannot;

ii. **Authorise ACE to take over**

authorise **ACE** and/or **ACE's** agents and affiliates to take over the handling of any medical **Claim**, including permitting and requiring **ACE** and/or **ACE's** agents and affiliates to have access to all relevant medical records, if a **Claim** is to be made under this Policy;

iii. **Supply details & documents**

supply at his or her own expense any information, evidence and receipts **ACE** requires including medical certificates signed by a **Qualified Medical Practitioner**, Police reports and other reports;

iv. **Protect property**

take all reasonable steps to protect any item or property from further loss or damage and to recover any lost or stolen article;

v. **Send ACE summons, writs etc**

send **ACE** any original writ, summons, legal process or other correspondence received in connection with a **Claim** immediately it is received and without answering it.

B. The **Insured** must not do the following without **ACE's** written agreement:

i. **Admit liability**

admit liability, or offer or promise to make any payment; or

ii. **Dispose of items**

sell or otherwise dispose of any item or property for which a **Claim** is being made, or abandon any item or property to **ACE**.

C. Each **Insured** must recognise **ACE's** right to:

i **Pay, repair or replace**

choose either to pay the amount of a **Claim** (less any **Excess** and up to any Policy limit) or repair, replace or reinstate any item or property that is damaged, lost or stolen;

ii **Inspect & dispose of items**

inspect and take possession of any item or property for which a **Claim** is being made and handle any salvage in a reasonable manner;

iii **Handle a Claim in the Insured's name**

take over and deal with the defence or settlement of any **Claim** in the **Insured's** name and keep any amount recovered;

iv **Pay in British Pounds Sterling**

settle all **Claims** in British Pounds Sterling;

v **Be reimbursed promptly**

be reimbursed within 30 days for any costs or expenses that are not insured under this Policy, which **ACE** pays to the **Insured**, or on his or her behalf;

vi **Receive medical certificates**

be supplied at the expense of the **Insured** with appropriate original medical certificates before paying a **Claim** under Part III Sections 1, 4, 5 or 6;

vii **Carry out medical examinations**

request and carry out a medical examination and insist on a post-mortem examination, if the law allows **ACE** to ask for one, at **ACE's** expense.

viii **Repatriate when appropriate**

at **ACE's** sole discretion to repatriate the **Insured** provided there is no medical advice to the contrary.

D. **ACE** will not be liable to pay a **Claim** and may cancel the Policy immediately in either of the following circumstances:

i **Dishonesty**

if a **Claim** is in any way dishonest; or

ii **Fraud**

if the **Insured** or anyone acting on his or her behalf, uses fraudulent means to benefit under this Policy.

## PAYING CLAIMS

### Death

- If the **Insured** is 18 years or over, **ACE** will pay the **Claim** to the estate of the deceased **Insured** and the receipt given to **ACE** by the Personal Representatives shall be a full discharge of all liability by **ACE** in respect of the **Claim**.
- If the **Insured** is a minor, **ACE** will pay the **Claim** to the **Insured** if they are a **Partner**. If the minor is not a **Partner** **ACE** shall make the payment to their **Parent or Legal Guardian**. The **Partner, Parent or Legal Guardian's** receipt shall be a full discharge of all liability by **ACE** in respect of the **Claim**.

### All other Claims

- If the **Insured** is 18 years or over, **ACE** will pay the **Claim** to the **Insured** and their receipt shall be a full discharge of all liability by **ACE** in respect of the **Claim**.
- If the **Insured** is a minor **ACE** will pay the **Claim** to that minor if they are a **Partner**. If the minor is not a **Partner** **ACE** shall make the payment to their **Parent or Legal Guardian** for the benefit of that minor. The **Partner, Parent or Legal Guardian's** receipt shall be a full discharge of all liability by **ACE** in respect of the **Claim**.

## COMPLAINTS PROCEDURES

**ACE** and Blue Insurances are dedicated to providing a high quality service and want to maintain this at all times. If the **Insured** is not satisfied with this service, please contact Blue Insurances immediately, quoting Policy details, so that the complaint can be dealt with as soon as possible.

a) Blue Insurances, Suffolk House, Trade Street, Cardiff CF10 5DT.

or

If the **Insured** is not satisfied with Blue Insurance's response, please contact

- b) The Customer Service Manager  
ACE Travel Insurance  
ACE European Group Limited  
5 George's Dock  
International Financial Services Centre  
Dublin 1

Tel: 0800 028 2396

Fax: +353 1 440 1701

e-mail: ACE.TravelIR@acegroup.com

### **Financial Ombudsman Service**

**ACE** is a member of the Financial Ombudsman Service (FOS), who may be approached for assistance, if the Insured is not satisfied following receipt of **ACE's** final response. A leaflet explaining its procedure is available on request.

Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London E14 9SR  
Telephone 0845 080 1800  
Fax 0207 964 1001  
[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

The existence of these complaints procedures does not reduce the Insured's statutory rights relating to this Policy. For further information about statutory rights contact the Office of Fair Trading or Citizens Advice Bureau.

### **Insurer:**

ACE European Group Limited,  
5, Georges Dock, International Financial Services Centre, Dublin 1.  
Main business: General Insurance.  
Registered in the United Kingdom No. 904967.  
ACE European Group Limited's conduct of business in the United Kingdom is regulated by the Central Bank of the United Kingdom.

Head Office: ACE Building, 100 Leadenhall Street, London, EC3A 3BP.  
Registered in England No. 1112892.  
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

### **Claims and Customer Service:**

ACE Travel Claims, OSG , Merrion Hall, Strand Road, Sandymount,  
Dublin 4 The United Kingdom.  
Telephone: 0800 028 2396  
e-mail: [travel@osg.ie](mailto:travel@osg.ie)