



**ace europe**

## Endsleigh Sport Group Personal Injury Insurance Policy

**Underwritten by:**

ACE European Group Limited is registered in England and Wales registered number 01112892, registered office 100 Leadenhall Street, London, EC3A 3BP. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, reference number 202803. This can be checked on the Financial Services Register at <https://register.fca.org.uk/> or by contacting the FCA on 0800 111 6768

# Personal Injury Policy Document

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## Insurance Agreement

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

The Insured will pay the Premium.

The Insured acknowledges that ACE has offered this Policy and calculated the premium using the information which ACE has asked for and the Insured has provided, and that any change to the responses provided by the Insured may result in a change in the terms and conditions of the Policy and/or a change in the premium.

This Policy, the Policy Schedule(s) 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.



President  
ACE European Group Limited

## General Definitions

The following Definitions are applicable to the Policy as a whole:

**£** shall mean United Kingdom pounds sterling; **GBP** where used in this policy shall also mean United Kingdom pounds sterling

**ACE Assistance** shall mean the advice and services, including medical repatriation services organised by ACE.

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

**Accident Medical Expenses** shall mean expenses necessarily incurred by the Insured for immediate and urgent treatment due to the Insured having sustained Accidental Bodily Injury which results in a valid claim under benefits 1 to 4 as shown in Section 1 of the Schedule.

**Benefit Amount** shall mean the maximum amount ACE can pay as shown in the Schedule of Benefits.

**Benefit Period** shall mean the total period (but not necessarily consecutive period) as shown in the Schedule of Benefits for which Benefits are payable in respect of any one Claim.

**Bodily Injury** shall mean injury which is caused solely by Accidental means and which independently of illness or any other cause, occurs within 24 months from the date of the Accident.

**Child/Children** shall mean any person who is unmarried and under 18 years of age.

**Claim** shall mean a single loss or series of losses Due To one cause.

**Coma** shall mean a continuous unarousable state

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

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

**Dental Expenses** shall mean dental expenses necessarily incurred by the Insured Person if external oral impact results in damage to the Insured Person's teeth or dentures.

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

**Excess** shall mean the first part of a Claim which must be paid by the Policyholder.

**Hospital** shall mean an establishment which:

- exists primarily for the diagnosis, medical care and treatment of sick or injured people on an In-patient basis under the supervision of Qualified Medical Practitioner(s)

one or more of whom is available for consultation at all times;

- provides (where appropriate) facilities for major surgery within the confines of the establishment or in facilities controlled by the establishment;
- provides full-time nursing service by and under the supervision of nursing staff.

**'Hospital'** shall not include a special unit in a hospital or a place existing primarily: for the treatment of psychiatric disease or sub-normality; for the care of the aged, drug addicts or alcoholics;

as a health hydro or nature cure clinic, a nursing or convalescent home, extended care facility, rest home or hospice.

**Hospital Confinement** shall mean any continuous period of 24 hours or more during which time the Insured has been confined to Hospital.

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

**Insured Persons** shall mean any person or category of person described under this heading in the Schedule(s) of Benefits.

**Loss of Earnings** shall mean temporary disablement which entirely prevents the Insured Person from engaging in their usual occupation if in full-time employment or any employment for which the Insured Person has a current contract of employment if in part-time occupation.

**Loss of Hearing** shall mean total and irrecoverable deafness confirmed by audiometer and sound threshold tests.

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

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

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

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

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

**Out-patient** shall mean an Insured Person who is attending a Qualified Medical Practitioner at a Hospital for the purpose of treatment, diagnosis or investigation which does not involve an admission to Hospital as an In-Patient.

**Parent or Legal Guardian** shall mean a parent 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.

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

**Permanent Disability** shall mean disability which has lasted for at least 12 months and from which ACE believes the Insured Person will never recover.

**Permanent Total Disablement** shall mean If You were in gainful employment at the date of the Accident:

A Permanent Disability which stops You from carrying out gainful employment for which You are fitted by way of training, education or experience; or

A Permanent Disability which stops You from carrying out Your usual occupation; or

If You were not in gainful employment at the date of the Accident:

A form of Permanent Disability calculated on a medical assessment by Us or an independent medical expert appointed by Us, which results in Your inability to perform, without assistance from another person, at least 2 of the following activities of daily living:-

- eating
- getting in and out of bed
- dressing and undressing
- toileting
- walking 200 metres on level ground

**Policyholder** shall mean Insured Person except in the case of Insured persons who are Children under 18 when the Policyholder shall be the Parent or Legal Guardian of such Children.

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

**Qualified Medical Practitioner** shall mean a doctor or specialist who is registered or licensed to practise medicine under the laws of the country in which they practise other than an Insured Person or a member of the immediate family of an Insured Person.

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

**Temporary Total Disablement** shall mean temporary disablement which entirely prevents the Insured Person from giving attention to his/her scholastic duties, or which requires the Insured Person to reasonably incur additional expenses in order to continue scholastic duties.

**United Kingdom** shall mean England, Scotland, Wales and Northern Ireland (including the Isle of Man and the Channel Islands).

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

## Section 1 - Personal Injury Insurance

If during a Period of Insurance an Accident occurs during the Effective Time and causes Bodily Injury to an Insured Person ACE will pay up to the amounts shown in the Schedule of Benefits.

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

### Extensions of Cover to Section 1

#### Accident Medical Expenses

ACE will pay the Insured for Accident Medical Expenses incurred in the Insured's country of residence up to a maximum of 25% of any amount paid by ACE under Benefit 1 to 4 as set out in the Schedule subject to a maximum total amount of £20,000.

#### Hospital Confinement Benefit

If during the Period of Insurance, an Accident occurs during the Effective Time shown in the Schedule and the Insured sustains Bodily Injury which, independently of Illness or any other cause, results in their Hospital Confinement within twelve calendar months from the date of the Accident, ACE will pay the Insured £50 for each complete twenty-four hour period of such Hospital Confinement up to a maximum benefit of £2,000.

#### Home Confinement Benefit

ACE will pay £40 for each complete day of Home Confinement immediately following discharge from hospital, provided hospitalisation lasted for a minimum of 72 consecutive hours and was the direct result of Bodily Injury. Payment will be made up to a maximum of 90 days for any one accident.

#### Definition applicable to Home Confinement Benefit

Home Confinement shall mean confinement to the normal place of residence on the advice of, and whilst remaining in the care and attendance of, a General Practitioner. Home Confinement is deemed to be over when the Insured Person is fit to leave the normal place of residence as judged by the attending Qualified Medical Practitioner.

#### Home Modification Benefit

Where Bodily Injury results in Quadriplegia or Paraplegia, and the benefit for Permanent Total Disablement becomes payable, ACE will also pay the Insured Person for expenses necessarily incurred to modify their Home (limited to the modification for external or Internal wheel chair access, internal guide rails, emergency alert systems), necessary for the Insured Person to perform their daily activities of washing, cooking, bathing, and dressing and to remain in and move around their Home up to a maximum of GBP5,000.

#### Conditions applicable to Home Modification

This benefit is only payable where such renovations are undertaken with the prior written agreement of ACE and the agreement of the Insured Person attending Qualified Medical Practitioner

## Definition applicable to Home Modification Benefit

Home shall mean the Insured Person's main permanent residence in the United Kingdom.

## Loss of Enjoyment of Life Benefit

ACE will pay an additional 5% of the Permanent Total disablement sum insured as stated in the schedule, or GBP5,000, whichever is the lesser to compensate the Insured Person for Loss of Enjoyment of Life following a claim which is payable under section 1

## Definitions Applicable Loss of Enjoyment of Life

Loss of Enjoyment of Life shall mean an injury to an Insured Person which in the opinion of the Insured Person's Qualified Medical Practitioner necessitates the assistance of another person or a mechanical device to undertake two or more of the following activities for the remainder of the Insured Person's life:

- i) dressing and undressing; or
- ii) washing, bathing and toileting; or
- iii) eating and drinking; or
- iv) general household duties, shopping and driving

## Section 2 – Coma

If during a Period of Insurance an Accident occurs during the Effective Time and causes Bodily Injury to an Insured Person resulting in the Insured Person falling into a Coma lasting the length of the Deferment Period ACE will pay the Benefit Amount specified in the Schedule of Benefits to the Policyholder/Partner or, if there is no Partner, to the Insured Person's adult next of kin - on behalf of the Insured Person for each full week during which the Insured Person remains in a Coma up to the maximum Benefit Period.

## Specific Conditions, Specific Exclusions and Specific Definitions applicable to the Coma Section

1. Benefit Period shall mean the maximum consecutive period for which the Coma benefit is payable in respect of any Insured Person. The Benefit Period commences at the end of the Deferment Period.
2. Deferment Period shall mean a period at the beginning of a period of a Coma during which benefits are not payable.

## Section 3 - Broken Bones

If during a Period of Insurance an Accident occurs during the Effective Time and causes Bodily Injury to an Insured Person resulting in Broken Bones ACE will pay the Benefit Amount specified in the Schedule of Benefits Due To one Accident. In the event of multiple Fractures to a bone as a result of one Accident the Benefit Amount will apply only once to each bone Fractured. ACE will consider a Colles' Fracture or a Pott's Fracture to be a single Fracture of a bone.

## Specific Definitions applicable to the Broken Bones Section

Broken Bones shall mean the Fracture of one or more of the bones listed below:

- a) Grade I:
  - lower leg (fibula);
  - hand (metacarpals);

- foot (metatarsals);
- Coccyx;
- single rib; and
- nose.

- b) Grade II:
  - vertebra other than vertebral body;
  - lower leg (tibia);
  - lower jaw;
  - breastbone (sternum);
  - two or more ribs;
  - clavicle (collar bone);
  - shoulder blade (scapula);
  - kneecap (patella);
  - ankle (tarsals);
  - upper arm (humerus);
  - lower arm (radius and ulna); and
  - wrist (carpals).
- c) Grade III:
  - upper leg (femur);
  - vertebral body (not Coccyx);
  - Pelvis; and
  - Skull (including facial bones).

**Coccyx** shall mean four fused vertebrae at the bottom of the spine.

**Colles' Fracture** shall mean a Fracture of the wrist involving a break of the distal end of both radius and ulna.

**Fracture/Fractured** shall mean a break in the continuity of the bone.

**Osteoporosis** shall mean the thinning of the bone out of proportion to age.

**Pathological Fracture** shall mean any Fracture in an area where pre-existing disease has caused weakening of the bone.

**Pelvis** shall mean all pelvic bones excluding the Sacrum.

**Pott's Fracture** shall mean a Fracture of the ankle (talo-tibial joint) involving both a Fracture of the lower end of the fibula and a Fracture of the lower end of the tibia.

**Sacrum** shall mean the five fused bones at the base of the vertebral body.

**Skull** shall mean all skull and facial bones excluding nasal bones or teeth.

## Specific Exclusions applicable to the Broken Bones Section

ACE shall not be liable for payment of any benefit for Bodily Injury, loss or expense for Broken Bones Due To:

1. Fractures to bones of the fingers or toes;
2. Pathological Fractures; or
3. Osteoporosis or bone disease which was diagnosed prior to the Commencement Date.

## Section 4 - Primary Dislocation

If during a Period of Insurance an Accident occurs during the Effective Time and causes Bodily Injury to an Insured Person resulting in a Primary Dislocation ACE will pay the Benefit Amount specified in the Schedule of Benefits. The Benefit Amount is the maximum ACE will pay for all Primary Dislocations Due To one Accident.

### Specific Definition applicable to the Primary Dislocation Section

**Primary Dislocation** shall mean the dislocation for the first time of a body part listed below requiring surgery under anaesthesia:

- a) hip;
- b) shoulder;
- a) kneecap.

### Specific Exclusions applicable to the Primary Dislocation Section

ACE shall not be liable for payment of any benefit for Bodily Injury, loss or expense for Primary Dislocation Due To:

1. Osteoporosis or bone disease which was diagnosed prior to the Commencement Date; or
2. secondary or subsequent dislocations of the hip, shoulder or kneecap.

## Section 5 - Physiotherapy following Broken Bones or Primary Dislocation

If during a Period of Insurance an Accident occurs during the Effective Time and causes Bodily Injury to an Insured Person resulting in a valid claim being paid under this Policy for **Section 5. Broken Bones** or **Section 6. Primary Dislocation** ACE will pay up to the Benefit Amount specified in the Schedule of Benefits to reimburse the treatment costs incurred for Physiotherapy. The treatment must be received within 12 months of the Accident.

### Specific Definition applicable to the Physiotherapy Section

Physiotherapy shall mean out patient treatment received on the advice of a Qualified Medical Practitioner and given by a physiotherapist who is state registered (SRP) and a Member of the Chartered Society of Physiotherapy (MCSP).

### Specific Exclusions applicable to the Physiotherapy Section

1. ACE will not pay for Physiotherapy treatment:
  - a) not claimed for within 365 days of the incident which caused the injury.

- b) unless the Insured Person has paid for the first 2 Physiotherapy Treatments following a valid claim under Section 5. Broken Bones or Section 6. Primary Dislocation
2. ACE shall not be liable for:
    - a) Any additional costs incurred as a result of further treatment being required after 10 sessions

## Section 6 - Supplementary Travel and Accommodation Expenses in the United Kingdom

If during a Period of Insurance the Insured Person becomes ill or sustains injury during a Journey within the United Kingdom and requires Hospital treatment ACE will pay the Policyholder up to the Benefit Amount shown in Schedule of Benefits A in respect of Supplementary Travel and Accommodation Expenses.

### Specific Definitions applicable to this sub-section Supplementary Travel and Accommodation Expenses in the United Kingdom shall mean:

1. all reasonable transportation costs by private ambulance or air ambulance to a Hospital local to the Insured Person's home address, subject to the agreement of a Qualified Medical Practitioner.
2. all reasonable costs incurred in providing qualified medical staff to accompany the Insured Person to a Hospital local to their home address, subject to the agreement of a Qualified Medical Practitioner.
3. up to a maximum of £50 in transporting the Insured Person to their home address following discharge from Hospital by a Qualified Medical Practitioner. provided that all transportation and the provision of qualified medical staff is:
  - a) medically necessary; and
  - b) organised or agreed to by ACE Assistance.
4. up to £1,000 in transporting the Insured Person's body and their Personal Belongings (as defined in the Personal Belongings Section) back to their home address (excluding funeral and interment costs).

## Section 7 - Cancellation

### Cancellation

If during a Period of Insurance an Insured Person is forced to cancel any part of a planned Journey prior to the commencement of that Journey as the direct and necessary result of complications of pregnancy (as diagnosed by a Qualified Medical Practitioner) or any cause outside of their control or the control of the person responsible for the payment of the cost of the Journey ACE will pay the Policyholder in respect of expenses incurred up to the Benefit Amount shown in Schedule of Benefits A for any one Journey but not exceeding £250 overall for all Insured Persons i) arising out of any one Journey and/or ii) whilst travelling to any one event.

### Specific Definition applicable to this sub-section

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

ACE shall not be liable for:

1. any expenses where a Journey is undertaken against the advice of a Qualified Medical Practitioner or where a terminal complaint (regardless of the duration of

- life expectancy) has been diagnosed or where the purpose of the Journey is to receive medical treatment or advice;
2. any expenses incurred after the expiry of the Period of Insurance during which the Insured Person attains the age of seventy five years;
  3. any costs or charges paid or discharged by the use of promotional vouchers or awards of any description.
  4. any expenses incurred as a result of disinclination to travel or as a result of financial circumstances other than the redundancy, under the terms of the Employment Protection (Consolidation) Act 1978 or any subsequent amendment of that Act, of the persons responsible for the cost of the Journey when ACE's maximum liability shall not exceed the amount of any deposit paid;
  5. any expenses incurred as the result of the default or financial failure of any transport or accommodation provider, agent acting for them or any agent acting for the Group Policyholder or Policyholder;

## Section 8 - Personal Liability

ACE will pay the Policyholder against all sums which they are legally liable to pay as damages in respect of:

1. accidental bodily injury (including death illness and disease) to any person;
2. accidental loss of or damage to material property; which occurs during the Period of Insurance arising out of the Journey.

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

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

### Specific Definition applicable to the Personal Liability Section

**Costs and Expenses** will mean:

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

in respect of any occurrence to which this Section applies.

### Specific Exclusions applicable to this Section

ACE will not provide payment for any liability:

1. in respect of bodily injury to any person who is under a contract of service or apprenticeship with the Group Policyholder when such injury arises out of and in the course of their employment by the Group Policyholder, or a member of the Insured Person's family.
2. in respect of loss or damage to Personal Belongings or Business Equipment.
3. assumed by the Insured Person under a contract or agreement unless such liability would have attached in the absence of such contract or agreement.
4. in respect of bodily injury loss or damage arising directly or indirectly in connection with:

- a) the carrying on of any trade business or profession;
- b) the ownership, possession or use of:
  - i) mechanically propelled vehicles (other than golf buggies used on golf courses and not on public roads); or
  - ii) aircraft, hovercraft, watercraft (other than non mechanically powered watercraft less than 30 feet in length used on inland waters);
  - iii) firearms (other than sporting guns);
5. arising from the ownership, possession or occupation of land or buildings, immobile property or caravans other than buildings and their contents not belonging to but temporarily occupied by any Insured Person in the course of the Journey;
6. in respect of any wilful or malicious act.
7. in respect of the cost of punitive or exemplary damages.
8. directly or indirectly occasioned by happening through or in consequence of War;
9. directly or indirectly in connection with activities or volunteer work organised by, or under the auspices of, any charitable, voluntary, not for profit, social or similar organisation when liability for such activities or work should reasonably be included within the organisation's own Public Liability policy.

### Specific Conditions applicable to this Section

1. No admission, offer, promise or payment shall be made without the consent of ACE which shall be entitled to take over and conduct in the Insured Person's name the defence or settlement of any claim or to prosecute in the Insured Person's name for its own benefit any claim for payment or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim. The Insured Person shall give all information and assistance as ACE may require. Every letter, claim, writ, summons, process or other correspondence received in connection with any claim shall be forwarded to ACE immediately on receipt. Written notice shall be given to ACE immediately the Insured Person shall have notice of any prosecution inquest or fatal accident inquiry in connection with any circumstances which may give rise to liability under this Section.
2. ACE may at any time pay to the Insured Person in connection with any claim or series of claims the amount shown in the Schedule as the Limit of Liability for this Section (after deduction of any sum(s) already paid) or any lesser amount for which such claim(s) can be settled and upon such payment being made ACE shall relinquish the conduct and control of and be under no further liability in connection with such claim(s) except for the payment of costs and expenses recoverable or incurred prior to the date of such payment;
3. If at the time of the happening of any occurrence covered by this Section there is any other existing insurance whether taken out by the Insured Person or not covering the same liability ACE shall not be liable to pay the Insured Person in respect of such liability except so far as concerns any excess beyond the amount which would have been payable under such other insurance had this Section not been effected.

## General Exclusions

1. ACE shall not be liable for payment of any benefit for Bodily Injury, loss or expense after the expiry of the Period of Insurance during which the Insured Person attains the age of seventy years;
2. ACE shall not be liable for:
  - a. sickness or disease not directly resulting from Bodily Injury.
  - b. disabilities arising from
    - i. Repetitive Stress (Strain) Injury or Syndrome or any gradually operating cause.
    - ii. Post-Traumatic Stress Disorder or any psychological or psychiatric condition.
3. ACE shall not be liable for payment of any benefit for Bodily Injury, loss or expense Due To:
  - a. any pre-existing physical defect or infirmity which existed at or prior to the date of entry of an Insured Person into this insurance.
  - b. suicide, attempted suicide or deliberate self-inflicted injury by the Insured Person regardless of the state of their mental health.
  - c. illegal acts of the Insured Person.
  - d. the influence of solvents, drugs or medication upon the Insured Person, except where it can be proved that the drugs or medication were taken in accordance with a proper medical prescription and not for the treatment of drug addiction.
  - e. the Insured Person driving a motor vehicle while the alcohol content of their blood exceeds the level permitted by the law of the country in which the Accident occurs.
  - f. the Insured Person engaging in
    - i. aviation as a pilot or crew member of a fixed wing or rotary propelled aircraft.
    - ii. canoeing, sailing or boating other than on inland waters or within four and a half miles of the coastline.
    - iii. underwater diving unless undertaken in accordance with the British Sub Aqua Club (BSAC) regulations or the Professional Association of Diving Instructors (PADI) regulations.
    - iv. activities undertaken in the pursuit of danger including but not limited to bungee jumping and fire walking.
  - g. the Insured Person being a full time member of the armed forces of any nation or international authority or a member of any Reserve Forces called out for Permanent Service.
  - h. War, whether declared or not.
4. ACE will not pay any claims which would result in Us being in breach of United Nations resolutions or trade or economic sanctions or other laws of the European Union, United Kingdom, or United States of America. You should contact Our Customer Services Team on 0345 841 0056 for clarification of Policy cover for travel to countries which may be subject to United Nations resolutions or trade or economic sanctions or other laws of the European Union, United Kingdom, or United States of America. Applicable to US Persons only : Policy cover for a journey involving travel to/from/through Cuba will only be effective if the US Person's travel has been authorised by a general or specific licence from OFAC (US Treasury's Office of Foreign Asset Control). For any claim from a US Person relating to Cuba travel, ACE will require verification from the US Person of such OFAC licence to be submitted with the claim. US Persons shall be deemed to include any individual wherever located who is a citizen or

ordinarily resident in the United States (including Green Card Holders) as well as any corporation, partnership, association, or other organisation, wherever organised or doing business, that is owned or controlled by such persons.

## General Conditions

1. This Policy, Policy Schedule and Schedule(s) of Benefit shall be read as one contract and any word or expression to which specific meaning has been attached shall unless the context otherwise requires bear such meaning wherever it may appear.
2. The Group Policyholder shall give written notice within a reasonable time of any alteration in the Group Policyholder's business.
3. No sum payable by ACE under this Policy shall carry interest unless payment has been unreasonably delayed by ACE following receipt of all the required certificates, information and evidence necessary to support the claim. Where interest becomes payable by ACE, it will be calculated only from the date of final receipt of such certificates, information or evidence.
4. Where the Group Policyholder, Policyholder or Insured Person or their personal representatives do not comply with any obligation to act in a certain way specified in this policy, ACE reserves the right not to pay a Claim.
5. The Insured, and the Insured Persons if applicable, must ensure that all of the information, which they have provided to ACE in the Application Form, by correspondence, over the telephone, on claim forms and in other documents is true, complete and accurate. Please note that providing incomplete, false or misleading information could affect the validity of this Policy and may mean that all or part of a claim may not be paid.
6. The Contracts (Rights of Third Parties) Act 1999 or any amendment thereto shall not apply to this Policy. Only ACE and the Group Policyholder can enforce the terms of this Policy. No other party may benefit from this contract as of right. The Policy may be varied or cancelled without the consent of any third party.
7. An Insured Person may cancel the cover at any time by giving notice to the Group Policyholder. No refund of premiums is allowable.
8. ACE may cancel
  - a. this Policy or
  - b. the insurance in respect of any one Insured Person due to fraud or attempted fraud, misrepresentation and/or non-disclosure of material facts by giving 30 days written notice to the Insured at their last known address and in such event the premium for the period up to the date when the cancellation takes effect shall be calculated and ACE shall promptly return any unearned portion of the premium paid.
9. It is hereby agreed between ACE, the Group Policyholder, the Policyholder and the Insured Person that:
  - a. this Policy shall be governed and construed in accordance with the Laws of England and Wales and the English Courts alone shall have jurisdiction in any dispute.
  - b. communication of and in connection with this policy shall be in the English language.
10. If the Insured, or Insured Person if applicable, makes a representation which was untrue or misleading and:(a) they knew it was, or did not care whether or not it was, untrue or misleading and knew that the information was, or did not care whether it was, relevant to ACE then ACE may have the option to void the Policy; or (b) they made it carelessly then ACE may be able to avoid the Policy and return the Premium or vary the Policy including varying the terms and conditions or increasing the Premium depending upon the impact the information would have had on ACE's decision to issue the Policy
11. The benefits under this Policy may not be assigned by the Policyholder. ACE shall not be bound to accept or be affected by any notice or any trust, charge, lien,

purported assignment or other dealing with or relating to this Policy.

12. ACE is required to notify the Group Policyholder and the Policyholders that other taxes or costs may exist which are not imposed by ACE
13. ACE reserves the right to make changes, add to the Policy terms and/or to change the total amount payable for this insurance for legal, regulatory or taxation reasons

## Claims Provisions

1. On the happening of any occurrence likely to give rise to a Claim under this Policy notice shall be given to ACE Claims Service Team, PO Box 682, Winchester, SO23 5AG. Telephone: 0345 841 0058 (Within UK only); International: +44 (0)141 285 2999; Facsimile: +44 (0)1293 725820; E-mail: [uk.claims@chubb.com](mailto:uk.claims@chubb.com); within 60 days or as soon as possible after the date of the occurrence.
2. The Insured Person shall at their own expense furnish to ACE or its agents such certificates, information and evidence as ACE may from time to time reasonably require in the form prescribed by ACE. ACE or its agents shall be allowed at its own expense, upon reasonable notice, to request a medical examination of an Insured Person as appropriate.
3. If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or devices shall be used by the Group Policyholder or anyone acting on the Group Policyholder's behalf or by an Insured Person or an Insured Person's legal representatives to obtain benefit under this Policy ACE shall be under no liability in respect of such claim.
4. The Insured Person shall as soon as possible after the occurrence of any Accidental Bodily Injury obtain and follow the advice of a Qualified Medical Practitioner and ACE shall not be liable for any consequences of the Insured Person's failure to obtain and follow such advice and use such appliance or remedies as may be prescribed.
5.
  - i. ACE will pay the Benefit Amount for accidental death to the estate of the deceased Insured Person and the receipt given to ACE by the Personal Representatives shall be a full discharge of liability by ACE in respect of the Claim for such Benefit Amount.
  - ii. If the Insured Person is 18 or over ACE will pay the Benefit Amount for Loss of Limb or Loss of Eye to the Insured Person and their receipt shall be a full discharge of all liability by ACE in respect of the Claim for such Benefit Amount or the assessed percentage.
  - iii. If the Insured Person is under 18 ACE will pay the Benefit Amount for Loss of Limb or Loss of Eye to the Parent or Legal Guardian of such minor, for the benefit of that minor. The Parent or Legal Guardian's receipt shall be a full discharge of all liability by ACE in respect of the Claim for such Benefit Amount.

## Complaints Procedures

Any complaint should in the first instance be addressed to:

The Customer Relations Dept,  
ACE European Group Limited,  
PO Box 682, Winchester, SO23 5AG.  
Telephone: 0800 519 8026 (within UK only)  
International; +44 (0) 141 285 2999  
Facsimile +44 (0) 1293 597 376  
Email: [customerrelations@acegroup.com](mailto:customerrelations@acegroup.com)

quoting the Insured Person's name, address and Policy Number.

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

The **Financial Ombudsman Service** (FOS) may be approached for assistance in limited circumstances if there is still dissatisfaction with ACE's final response. The FOS's contact details are given below. A leaflet explaining the procedure is available on request. Its contact details are: The Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London E14 9SR  
Tel: +44 (0) 800 023 4567 (free from landlines and mobile phones)  
+44 (0) 300 123 9 123 (calls charged at the same rate as 01 or 02 numbers on a mobile phone)  
Fax: 020 7964 1001  
E-mail: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Web Site: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

## Financial Services Compensation Scheme

In the unlikely event of ACE being unable to meet its liabilities, a Policyholder may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). Their contact details are: Financial Services Compensation Scheme, 10<sup>th</sup> Floor, Beaufort House, 15 St. Botolph Street, London, EC3A 7QU.

Tel: 0800 678 1100 or 0207 741 4100  
E-mail: [enquiries@fscs.org.uk](mailto:enquiries@fscs.org.uk)  
Web Site: <http://www.fscs.org.uk/>

## Data Protection

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

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

Where ACE refer to the Insured's or Insured Person's Personal Information, this will include any information that identifies another person whose information the Insured or Insured Persons have provided to ACE (as ACE will assume that they have appointed The Insured or Insured Person to act for them). The Insured or Insured Person agree to receive on their behalf any data protection notices from ACE.

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

ACE may transfer The Insured's or Insured Person's Personal Information to countries outside the EEA which may not have the same level of data protection as in the UK, but if ACE do, ACE will ensure appropriate safeguards are put in place to protect The Insured's or Insured Person's Personal Information.

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

For questions regarding the Insured's or Insured Person's Personal Information, please contact:

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

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