



ace europe

“FEEGUARD” INSURANCE

INDIVIDUAL POLICY DOCUMENT

Insurer:

ACE European Group Limited
Main business – General Insurance.
Registered in England No. 1112892.
Head Office: ACE Building, 100 Leadenhall Street,
London, EC3A 3BP.
Authorised and regulated by the Financial Services
Authority (FSA). Registration number FRN202803.
Claims and Customer Services Centre
Ashdown House, 125 High Street, Crawley,
West Sussex RH10 1DQ
www.aceeuropeangroup.com

Full details can be found on the FSA's Register
by visiting <http://www.fsa.gov.uk/register> or by
contacting the FSA on 0845 606 1234

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Please note: Terms in bold have the meanings given to them in the General Definitions Sections below.

Introduction

Thank you for choosing “Feeguard” Insurance, which is underwritten by ACE European Group Limited and arranged by **Gibbs Denley**.

Please check the Policy carefully to be sure the cover meets **your** needs.

If there are any queries, these should, in the first instance, be directed to **Gibbs Denley** (Tel: 01954 233698) or directly to **us**.

If **your** needs change, or if any information **you** gave **us** changes, please tell **Gibbs Denley** because **we** may need to change the Policy. **We** will update the Policy and send **you** a new Policy Schedule each time **we** agree a change with **you**.

Insurance Agreement

This is **your** “Feeguard” Insurance Policy which, together with **your** Policy Schedule and the information supplied in **your** application, is a contract between **you** and **us**. **You** should keep this Policy in a safe place – it will be needed for reference if **you** have a claim.

In return for payment of the premium, **we** agree to insure the **Insured Person** during the **Period of Insurance** in the manner and to the extent provided, and subject to the Policy Terms, Conditions and Exclusions.

The Policy Schedule shows the cover chosen for the **Insured Person**. The Schedule of Benefits shows the maximum **Benefit Amount** **we** will pay.



Andrew Kendrick
Chairman and CEO
ACE European Group Limited

General Definitions

The following words and phrases will always have the same special meaning wherever they appear in the Policy in bold type and commencing with a capital letter.

Benefit Amount means the maximum **we** can pay as shown in the Schedule of Benefits.

Cancellation and Curtailment Expenses means loss of deposits, or charges for advance payments for **Course Fees** which have not or will not be used, but which become forfeit or payable under contract.

Commencement Date means the day, month and year shown in the Policy Schedule for the cover to start.

Course means any academic course run by an **Educational Establishment**.

Course Fees means monies **you** pay to enrol in a **Course**, excluding charges levied due to the method of payment.

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

Educational Establishment means a recognised educational body located in the **United Kingdom**.

Effective Date means the day, month and year shown in the Policy Schedule for any change in the cover to start.

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

Insured Person means person shown as insured on the Policy Schedule.

Parent or Legal Guardian means 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. the **Insured Person's** spouse; or
2. the **Insured Person's** civil partner, registered

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

Period of Insurance means the period commencing on the **Commencement Date** and ending on the date To: on the Policy Schedule commencing at 00.01 hours on the earlier date shown or at any later time the Policy Schedule is issued and expiring at midnight on the later date shown.

Cover begins when the **Course** is booked (if this Policy is in force at the time of booking) or on the **Commencement Date**, whichever is later.

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

Qualified Medical Practitioner means doctor or specialist who is registered or licensed to practise medicine under the laws of the country in which they practise other than:

1. **you**; or
2. **your** relative unless approved by **us**.

United Kingdom means England, Scotland, Wales and Northern Ireland (excluding the Isle of Man and the Channel Islands).

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

We/our/us means ACE European Group Limited (ACE).

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

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

You/your means person named in the Policy Schedule who has taken out the Policy. Where the Policyholder and the **Insured Person** are not the same person, the Policyholder must be the **Insured Person's Parent or Legal Guardian**.

General Conditions

The following General Conditions are applicable to the Policy as a whole.

1. This Policy, the Policy Schedule, the Schedule of Benefits and any information provided in **your** application will be read together as one contract. 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. This Policy shall only apply if **you** and the **Insured Person** are **Permanently Resident** in the **United Kingdom**, Isle of Man or the Channel Islands.
3. If **we** want to cancel or change **your** Policy, **we** will write to **you** at the latest address **we** have for **you**. **We** will then cancel the Policy thirty days after the date of **our** letter. If **we** cancel the Policy **we** will refund any premium **you** paid for the cancelled period provided **you** have not made a claim under the Policy during the **Period of Insurance**. **We** may cancel **your** Policy or revise the covers and benefits, but **we** will do this only when **we** cancel or revise *all* "Feeguard" Insurance Policies which **we** have issued.
4. If **you** are not satisfied with this Policy and have not booked or the **Insured Person** has not taken a **Course** protected by the cover provided, **you** may return the Policy to **Gibbs Denley** within 14 days of the **Commencement Date** and **we** will cancel it. If this happens, the Policy will have provided no cover and **we** will refund any premiums **you** have paid. If **you** write and tell **Gibbs Denley** to cancel **your** Policy after 14 days, **we** will cancel it from the date **your** letter is received or any later date **you** stipulate. **We** reserve the right to charge the appropriate premium for any period during which cover operated.
5. Where **you** or **your** personal representative(s), or the **Insured Person** or the **Insured Person's** representative(s) do not comply with any obligation to act in a certain way specified in this Policy **we** reserve the right not to pay a claim.
6. **We** will not be liable to make any payment under this Policy if **you** or **your** personal representative(s), or the **Insured Person** or the **Insured Person's** representative(s) do not observe and fulfil its Terms, Exclusions and Conditions.
7. The benefits under this Policy may not be assigned. If **you** sell or transfer **your** Policy, or use it as security for a loan or for any kind of business, **we** will not recognise this. At all times, **our** contract will be with **you** and **we** will only deal with **you** and/or **your** legal representatives.
8. **You** and **we** 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.
9. **You** and **we** have agreed that it is not intended for any third party to this contract to have the right to enforce or vary the terms of this contract. **You** and **we** 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.
 10. **You** and the **Insured Person** must take ordinary and reasonable care to safeguard against loss, damage, **Accident**, injury or illness as though **you** and the **Insured Person** were not insured.
 11. It is **your** responsibility to provide complete and accurate information to **us** when applying for the Policy and throughout the life of this Policy. It is important that **you** ensure all statements made in the application, over the telephone, on claim forms and other documents are full and accurate. Please note that if **you**, the **Insured Person**, or any person acting on **your** behalf, or any person acting on the **Insured Person's** behalf, fails to disclose, describes incorrectly or misrepresents any material information to **us** it could invalidate the insurance cover under this Policy. This could mean that part or all of a claim may not be paid.

Dual Insurance

The **Insured Person** should not be insured under more than one "FeeGuard" Insurance Policy. If the **Insured Person** is insured under more than one of these Policies;

- **we** will consider the **Insured Person** to be insured under the Policy which provides the highest benefits; or
- if the benefits are the same **we** will consider the **Insured Person** to be insured under the Policy which was issued first.

In any case, **we** will refund the premium paid for the Policy which is not giving cover and issue an amended Policy Schedule showing the correct details.

Section 1. Cancellation and Curtailement

The cover we provide

If during the **Period of Insurance** the **Insured Person** is forced to:

1. cancel any part of a planned **Course** prior to the

- commencement of that **Course**; or,
- 2. curtail a **Course** after the **Insured Person** has commenced that **Course**,

as the direct and necessary result of:

1. injury or illness of the **Insured Person**; or,
2. the death, injury or illness of the **Insured Person's** spouse, **Partner**, mother, father, sister, brother or **Child**,

we will pay up to the **Benefit Amount** shown on the Policy Schedule for **Cancellation and Curtailement Expenses** incurred in respect of such **Course**, provided that such death, injury or illness occurs during the **Period of Insurance**.

General Exclusions

The following General Exclusions are applicable to the Policy as a whole.

1. **We** will not pay any claim for **Cancellation and Curtailement Expenses**:
 - a) incurred after the expiry of the **Period of Insurance** during which the **Insured Person** attains the age of 61 years or before the **Insured Person** attains the age of 16 years; or
 - b) if the **Insured Person** is a professional sportsperson or a professional entertainer;
2. **We** will not pay any claim for **Cancellation and Curtailement Expenses** which is **Due To**:
 - a) suicide, attempted suicide or deliberate self-inflicted injury by the **Insured Person**, regardless of the state of the **Insured Person's** mental health or needless self-exposure to danger except in an attempt to save human life.
 - b) the **Insured Person** taking part in:
 - i. any aerial pursuits or sports including, but not limited to, the following:
 - ballooning;
 - bungee-jumping;
 - gliding;
 - hanggliding;
 - microlighting;
 - parachuting;
 - paragliding; or
 - parascending.
 - ii. air travel (other than as a fare-paying passenger on a regular scheduled airline or licensed charter aircraft).
 - iii. **Winter Sports**.
 - iv. racing, motor rallies and competitions, mountaineering (reasonably requiring the use of ropes or guides), pot holing, rafting or canoeing involving white water rapids (rated in excess of grade 3) underwater activities requiring the use of artificial breathing apparatus, professional sports, rugby league or union.

- c) the **Insured Person** travelling on a motorcycle over 125cc.
 - d) the **Insured Person** being a full time member of the armed forces of any nation or international authority or a member of any Reserve Forces called out for Permanent Service.
 - e) **War**, whether **War** is declared or not.
 - f) the **Insured Person** being under the influence of alcohol, solvents, drugs or medication except where it can be proven that the drugs or medication were taken in accordance with a proper medical prescription and not for the treatment of drug or alcohol addiction.
 - g) Post Traumatic Stress Disorder or any psychological or psychiatric condition.
 - h) any injury, illness, death, loss, expense or any other liability attributable to HIV (Human Immune Deficiency Virus) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) and/or any mutant derivative or variations thereof however caused.
 - i) the **Insured Person's** illegal act.
 - j) pregnancy, childbirth, miscarriage or abortion or complications arising from any of these.
3. **We will not pay any claim for Cancellation and Curtailment Expenses:**
- a) in respect of any **Course** exceeding 15 weeks' duration where less than 25% of the **Course** time has been missed.
 - b) where a **Course** is booked or undertaken against the advice of a **Qualified Medical Practitioner**.
 - c) unless a **Qualified Medical Practitioner** has confirmed that the **Insured Person** should cancel or curtail the **Course**.
 - d) arising directly or indirectly as a result of bankruptcy or liquidation.
 - e) if the **Insured Person** decides not to attend or not to continue attending a **Course**.
4. **We will not pay more than a rateable proportion of any Course Fees** which are also recoverable from any other insurance Policy which is applicable to the **Insured Person**.

Making a Claim

How to Claim

1. If a claim needs to be made, **we** must be notified within 30 days of the incident or as soon as possible after that. **We** will then ask for a claim form to be completed to register **your** claim. **You** can download a claim form from **Gibbs Denley's** Web Site at the following address:
<http://www.course-u-can.com>
 If **you** cannot do this **yourself**, a personal representative can do this for **you**.

Our contact details are:
 Accident & Health Claims Department
 ACE European Group Limited
 Ashdown House
 125 High Street
 Crawley
 West Sussex
 RH10 1DQ
 Telephone: 01293 725830
 Fax: 01293 725845

Please note: all original receipts must be kept and provided to support a claim.

Please ensure that **you** either:

- i. attach a copy of **your** Policy Schedule to the claim form; or,
 - ii. quote **your** full Policy Number (as shown on **your** Policy Schedule) on the claim form.
2. As soon as possible after the occurrence of any injury or illness the **Insured Person** must obtain and follow the advice of a **Qualified Medical Practitioner** and **we** shall not be liable for any consequences of the **Insured Person's** failure to obtain and follow such advice and use such appliances or remedies as may be prescribed.
 3. **We** will need to be sent any information, evidence and receipts **we** require including medical certificates signed by a **Qualified Medical Practitioner**, Police reports and other reports. **We** will not pay for these.
 4. **You** must agree to a medical examination of the **Insured Person** if **we** ask for it. **We** will pay for this.
 5. **We** may insist on a post-mortem examination if the law allows **us** to ask for one. **We** will pay for this.
 6. **We** will not pay dishonest claims. If **you** make a dishonest claim or **you** or anyone acting on **your** behalf, or the **Insured Person** or anyone acting on the **Insured Person's** behalf, uses fraudulent means to benefit under this Policy, **we** may cancel the Policy immediately.
 7. **You** and the **Insured Person** must keep to the terms of **your** Policy. If **you** or they do not, **we**

may not accept a claim.

Paying Claims

1. If **you** have a claim, **we** will deal with it based on the cover details shown in the last Policy Schedule and Schedule of Benefits **we** sent **you** before the occurrence.
2. If the **Insured Person** is aged 18 years or over **we** will pay the claim to the **Insured Person** and the **Insured Person's** receipt shall be a full discharge of all liability by **us** in respect of such claim.
3. If the **Insured Person** is aged under 18 years **we** will pay the claim to **you** for the **Insured Person's** benefit. **Your** receipt shall be a full discharge of all liability by **us** in respect of such claim.
4. **We** will not pay interest on any sum payable under this Policy unless payment has been unreasonably delayed by **us** following receipt of all the required certificates, information and evidence necessary to support the claim. Where interest becomes payable by **us**, it will be calculated only from the date of final receipt of such certificates, information or evidence.

Complaints Procedures

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

- a) **you** should, in the first instance contact **Gibbs Denley**; or,
- b) alternatively, contact:

The Customer Service Manager
ACE European Group Limited
Ashdown House
125 High Street
Crawley
West Sussex
RH10 1DQ

Tel: 01293 726060

Fax: 01293 726100

e-mail: A&Hcustserv.complaints@ace-ina.com

quoting Policy details, so **we** can deal with **your** complaint as soon as possible.

If **you** are dissatisfied with **our** final response **you** may approach the **Financial Ombudsman Service** for assistance. A leaflet explaining the procedure is available on request: Its contact details are:

Financial Ombudsman Service

South Quay Plaza
183 Marsh Wall
London
E14 9SR

Tel: 0845 080 1800

Fax: 0207 964 1001

Email: enquiries@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

The existence of these complaints procedures does not affect your right to take legal action against us.

Financial Services Compensation Scheme

In the unlikely event that **we** are unable to meet **our** liabilities, **you** may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). The FSCS will meet the first £2,000 of a claim in full plus 90% of the balance without any upper limit. Their contact details are:

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

Tel: 020 7892 7300

Fax: 020 7892 7301

e-mail: enquiries@fscs.org.uk

Web Site: <http://www.fscs.org.uk>

Data Protection/Privacy

1. **We** fully accept **our** responsibility to protect the privacy of customers and the confidentiality and security of information entrusted to **us**.
2. The information **you** provided when **you** took out **your** Policy, together with other information **you** provide at any later date, will be used by **us** and **our** group companies to help **us** meet **your** needs including supplying **you** with products and services **you** have requested, initially or at any later date, supplying **you** with information about additional products and services and improving **our** products and services, and the operations of the Web Site. **We** may disclose **your** information to **our** service providers and agents for these purposes as well as any agents **you** have appointed to act on **your** behalf.

3. It may also be used for the purpose of fraud prevention including passing details to other insurers and regulatory bodies.
4. Where **you** have provided information about another person in connection with the purchase and performance of this insurance Policy **you** confirm that they have appointed **you** to act for them, that they have consented to the processing of their personal data, including sensitive personal data and they have consented to the transfer of their information abroad. **You** also agree to receive on their behalf any data protection notices from **us**.
5. **We** may monitor and/or record **your** communication with **us** either **ourselves** or by using reputable organisations selected by **us**, to ensure consistent servicing levels and account operation.
6. It may be necessary for **you** to provide additional information including sensitive personal data, for example details relating the **Insured Person's** health, in order that **we** can assess and pay any claims.
7. **We** may only obtain this information or ask third parties such as independent medical examiners to obtain this information with **your** express prior consent. By submitting a claim **you** are expressly consenting to **us** obtaining and using such information to enable **us** to assess and pay such claim.
8. **We** will not disclose any claims details to any other third party without written permission from **you**.
9. **We** will keep information about **you** and the **Insured Person** only for so long as it is appropriate.
10. In accordance with Subject Access rights, if **you** or the **Insured Person** ask, **we** will tell **you** or the **Insured Person** what information **we** hold about **you** or him/her and provide it to **you** or the **Insured Person** in accordance with applicable law. **We** will promptly correct any information which is found to be incorrect.

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Claims and Customer Services Centre

Ashdown House, 125 High Street, Crawley, West
Sussex RH10 1DQ

www.aceeuropeangroup.com

Association of British Insurers

We are members of the Association of British Insurers.

Underwritten by: