

travel insurance

Consumer Protection information and Complaint Procedures - Insurance Agreement - General Conditions - General Exclusions - Claims Provisions - Schedule A - Schedule B - SECTION 1 : Medical Expenses - SECTION 2 : ACE Rescue - SECTION 3 : Travel and Cancellation Expenses - SECTION 4 : Personal Accident - SECTION 5 : Personal Property and Money - SECTION 6 : Delay, Abandonment & Missed Departure - SECTION 7 : Personal Liability

CONSUMER PROTECTION INFORMATION

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

1 General Insurance Standards Council (GISC)

ACE is a member of GISC and is committed to compliance with the GISC's Private Customer and Commercial Customer Codes. A summary of the Commercial is given hereunder. A full copy of this, or the Private Customer Code, as appropriate, is available on request.

In the course of general insurance activities GISC Members should:

- act with due skill, care and diligence
- observe high standards of integrity
- seek such information about Commercial Customers' circumstances to enable members to meet their responsibilities
- give sufficient information to enable Commercial Customers to make balanced and informed decisions
- safeguard information, money and property held or handled on behalf of Commercial Customers
- conduct business and organise affairs prudently
- avoid conflicts of interest
- handle complaints fairly and promptly

2 The Information you Provide

- ACE fully accepts its responsibility to protect the privacy of customers and the confidentiality and security of information entrusted to it.
- The information you provided when you took out your policy, together with other information that may be supplied during the course of the policy, will be used by ACE Insurance S.A.-N.V. and its group companies for the administration of your policy and customer services. We may disclose your information to our service providers and agents for these purposes as well as agents you have appointed to act on your behalf.
- It may also be used for the purpose of fraud prevention including passing details to other insurers and regulatory bodies.
- Where you have provided information about another person in connection with the purchase and performance of this insurance policy, we assume 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.
- ACE may monitor and/or record your communication with us either by ourselves or by reputable organisations selected by us, to ensure consistent servicing levels and account operation.
- ACE will keep information about you only for so long as it is appropriate.
- In accordance with your Subject Access rights, if you ask us, we will tell you what information we hold about you and provide it to you in accordance with applicable law. Any information found to be incorrect will be corrected promptly.

3 Complaints Procedures

IF YOU ARE NOT SATISFIED

ACE and Gibbs Denley are dedicated to providing a high quality service and want to maintain this at all times. If you are not satisfied with our service, please phone or write to us at the contact details below so we can deal with your complaint quickly.

Any enquiry or complaint regarding the sale or the terms of this policy should be addressed to Gibbs Denley Insurance Services in the first instance. Should you have a query or complaint about a claim, please phone or write to ACE so we can deal with your complaint quickly. ACE's contact details are:

The Customer Service Manager, Corporate Accident & Health,
ACE Service Centre, Ashdown House, 125 High Street, Crawley,
West Sussex RH10 1DQ. Tel: 01293 726 060. Fax: 01293 726 100

Please quote policy details when writing or telephoning.

ACE is a member of the Financial Ombudsman Service (FOS) who may be approached for assistance, if you are unhappy with our response. Its contact details are given below. A leaflet explaining its procedure is available on request.

Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall
LONDON E14 9SR. Tel: 0845 080 1800. Fax: 0207 964 1001
www.financial-ombudsman.org.uk

If you remain dissatisfied with Gibbs Denley's response to your complaint about their service, you can contact the GISC Dispute Resolution Facility (telephone 0845 601 2857 calls charged at the local rate).

Association of British Insurers

ACE is also a member of the Association of British Insurers.

INSURANCE AGREEMENT

The Insured (as specified in Schedule A) and ACE Insurance S.A. -N.V. (ACE) agree that:

The Insured will pay the First Premium and Renewal Premiums as agreed.

ACE will subject to the terms, Conditions and Exclusions of this Policy, provide the Cover in the manner and to the extent provided in this Policy. All information supplied to ACE shall be incorporated into and be the basis of this Policy.

Provided that this Policy shall not be operative unless countersigned by an authorised representative of ACE.

Gary Schmalzriedt
Chief Executive & President

GENERAL CONDITIONS APPLICABLE TO ALL SECTIONS

- 1 This Policy shall be read together as one Policy 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 Insured shall give immediate notice of any alteration in the Insured's Business.
- 3 ACE may cancel this Policy by giving fourteen 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.
- 4 If it has been agreed that any part of the premium is adjustable, then the Insured shall within 30 days at the end of the Period of Insurance provide the adjustment information to ACE.
- 5 No sum payable by ACE under this Policy shall carry interest.
- 6 The due observance and fulfilment of the terms, Exclusions, Conditions and Provisions of this Policy insofar as they relate to anything to be done or complied with by the Insured or the Insured Person or by his or her personal representatives shall be conditions precedent to the liability of ACE to make any payment under this Policy.
- 7 If during a Journey an Insured Person is the victim of a hijack the insurance provided by this Policy shall continue until such time as the Insured Person has returned to his place of residence at the end of the Journey for a period not exceeding twelve months from the date of the hijack.
- 8 It is hereby agreed between Ace and the Insured that this Policy shall be governed and construed in accordance with the Law of England and Wales and the English Courts alone shall have jurisdiction in any dispute.
- 9 All benefits payable under this Policy will be paid to the Insured or the party arranging the insurance. No other party may benefit from this Policy as of right. The Policy may be varied or cancelled without the consent of any third party.
- 10 The benefits provided by the Policy shall correspond with the currency in which the premium has been paid.
- 11 The benefits under this Policy may not be assigned by the Insured or party arranging the insurance. 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 This Policy will be voidable in the event of misrepresentation, misdescription or non-disclosure of any material particular by or on behalf of the Insured.

PLEASE NOTE that Specific Conditions relevant to the individual Sections of this Policy are located and contained in the appropriate Section.

GENERAL EXCLUSIONS

ACE shall not be liable for Bodily Injury, loss or expense resulting from or contributed to by, directly or indirectly:

- a) war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition of or destruction of or damage to property by or under the order of any Government or Local Authority.
- b) The Insured Person engaging in racing, winter sports, 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, hang gliding, aerial activities, parascending or aviation (other than as a fare-paying passenger in a duly certified multi-engine passenger carrying aircraft flown in the course of licensed operations for the transportation of passengers by air and by a properly licensed crew).
- c) suicide or wilfully self-inflicted injury or illness, mental disorder, anxiety, stress or depression, venereal disease, alcoholism, drunkenness or the use of drugs (other than drugs taken in

- d) accordance with treatment prescribed and directed by a registered medical practitioner, but not for the treatment of drug addiction), self-exposure to needless peril (except in an attempt to save human life).
- d) active service in any of the armed forces of any Nation.
- e) nuclear fission, nuclear fusion, or radioactive contamination.
- f) the Insured Person engaging in any criminal act.
- g) any loss directly or indirectly from any injury, illness, death, loss, expense or any other liability attributable to HIV (Human Immune Deficiency Virus) and/or HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) and/or mutant derivative or variation thereof however caused.
- h) the Insured Person engaging in professional entertainment.

- 2 Loss of any property more specifically insured or any claim which but for the existence of this Policy would be recoverable under any other insurance.
- 3 Claims increased by the Insured Person's own act or omission.
- 4 Losses arising from accidents on two wheeled vehicles unless the driver is duly qualified and is in possession of a current licence valid in the country where the vehicle is operated. Notwithstanding the foregoing, ACE will not be liable for claims arising from accidents (as a passenger or driver) on two wheeled vehicles of 125cc or over.
- 5 Claims relating to any ownership (part, timeshare, or otherwise) of land or building.
- 6 Consequential losses of any nature.
- 7 Claims arising directly or indirectly as a result of bankruptcy or liquidation.
- 8 Any trip outside the UK and/or Europe taken during a Journey, which exceeds seven days. However this Exclusion shall not apply to trips organised by the school.
Europe shall mean Albania, Andorra, Austria, Balearic Islands, Belarus, Belgium, Bosnia/Herzegovina, Bulgaria, Canary Islands, Channel Islands, Corsica, Crete, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Faroe Islands, Finland, France, Germany, Gibraltar, Greece, Hungary, Iceland, Isle of Man, Isles of Scilly, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Madeira, Malta, Macedonia, Moldova, Netherlands, Norway, Poland, Portugal, Republic of Ireland, Rhodes, Romania, Russia (west of longitude 40 degrees east), San Marino, Sardinia, Serbia, Sicily, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Turkey, Ukraine, Vatican City and Yugoslavia.

PLEASE NOTE that Specific Exclusions relevant to the individual Sections of this Policy are located and contained in the appropriate Section.

CLAIMS PROVISIONS

- 1 On the happening of any occurrence likely to give rise to a claim under this Policy notice shall be given to the Corporate Claims Service Team, ACE Service Centre, Ashdown House, 125 High Street, Crawley, West Sussex, RH10 1DQ within sixty days or as soon as possible after the date of the occurrence.
- 2 The Insured shall at their own expense furnish to ACE such certificates, information and evidence as ACE may from time to time reasonably require in the form prescribed by ACE. ACE shall be allowed at its own expense, upon reasonable notice to the Insured, 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 Insured or anyone acting on the Insured's behalf or by an Insured Person or any Insured Person's legal representatives to obtain benefit under this Policy ACE shall be under no liability in respect of such claim.
- 4 Claims involving foreign currency will be converted into Policy currency at the selling rate of exchange.
- 5 The Insured Person shall as soon as possible after the occurrence of any Accidental Bodily Injury or illness obtain and follow the advice of a Qualified Medical Practitioner and ACE shall not be liable for any consequences of the Insured Person's failure to obtain and follow such advice and use such appliances or remedies as may be prescribed

SCHEDULE A

POLICY NO: 51UK491574
BROKER: Gibbs Denley Insurance Services
INSURED: Gibbs Denley Insurance Services
OF: Crystal House, Buckingway Business Park, Swavesey, Cambridge, CB4 5UL

SPECIMEN

PREMIUM: As declared to ACE
PREMIUM PAYMENT: Premium to be declared monthly and paid no later than the last day of the following month.
RENEWAL PREMIUM: Nil Deposit

3 STAR SECTIONS APPLICABLE:

- 1 Medical Expenses
- 2 ACE Rescue

5 STAR SECTIONS APPLICABLE:

- 1 Medical Expenses
- 2 ACE Rescue
- 3 Cancellation and Additional Travel Expenses
- 4 Personal Accident
- 5 Personal Property and Money
- 6 Delay, Abandonment and Missed Departure
- 7 Personal Liability

DATE:

COUNTERSIGNED:

SCHEDULE B

DEFINITIONS OF INSURED PERSONS

Any person aged less than 61-years who has booked a journey with Gibbs Denley Insurance Services, has paid the appropriate premium and who has received Evidence of Insurance.

DEFINITION OF JOURNEY

Whilst travelling to the United Kingdom or outside Country of Domicile for the purpose of attending an Academic Course and shall start from the time of leaving normal place of residence or business (whichever is the later) and continue until arrival back at place of residence or business (whichever is the earlier).

BENEFITS SCHEDULE

SECTION	SUM INSURED	EXCESS
1 Medical Expenses	£1,000,000 (€1,650,000)	£25 (€45)
2 ACE Rescue	Unlimited	Not Applicable
3 Travel & Cancellation Expenses	£5,000 (€8,250)	£25 (€45)
4 Personal Accident	£15,000 (€24,750)	Not Applicable
5 Personal Property & Money	£1,000 (€1,651)	£25 (€45)
6 Delay, Abandonment & Missed Departure	£3,500 (€5,775)	£25 (€45)
7 Personal Liability	£1,000,000 (€1,650,000)	Not Applicable

Attaching to and forming part of Policy No:

51UK491574

SECTION 1 - MEDICAL EXPENSES

COVER

If during the Period of Insurance the Insured Person becomes ill or sustains Bodily Injury during a Journey, ACE will indemnify the Insured in respect of Medical Expenses up to the amount shown in the Schedule of Benefits for any one Journey.

DEFINITION

Medical Expenses shall mean all reasonable costs necessarily incurred within the United Kingdom levied by the National Health Service or outside Country of Domicile for hospital, surgical or other diagnostic or remedial treatment given or prescribed by a qualified medical practitioner. Dental or optical expenses are excluded unless incurred as the result of an emergency provided that all routine dental and optical treatment is completed prior to the Journey.

SPECIFIC EXCLUSIONS APPLICABLE TO THIS SECTION:

ACE shall not be liable for:

- 1 any expenses incurred where a Journey is undertaken against the advice of a qualified medical practitioner.
- 2 any expenses which are recovered from any other insurance policy or national insurance programme that is applicable to the Insured Person.
- 3 any expenses incurred after twelve months from the time of the incurring of the first expense.
- 4 any expenses incurred as a result of pregnancy within two months of expected date of birth unless such expenses are incurred in an emergency.
- 5 treatment or aid obtained in usual Country of Domicile.
- 6 surgical or medical treatment which can be reasonably delayed until the Insured Person's return to usual Country of Domicile.
- 7 medication and/or treatment, which at the time of departure is known to be required or to be continued outside Country of Domicile.
- 8 Any loss directly or indirectly from any injury, illness, death, loss, expense or any other liability attributable to HIV (Human Immune Deficiency Virus) and/or HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) and/or mutant derivative or variation thereof however caused.

SECTION 2 - ACE RESCUE

COVER

If during the Period of Insurance the Insured or the Insured Person incur Evacuation Expenses as the direct result of the Insured Person sustaining Bodily Injury or becoming ill during a Journey, ACE will indemnify ACE Rescue Services on behalf of the Insured in respect of such expenses.

DEFINITIONS

Evacuation Expenses shall mean all expenses incurred in repatriating the Insured Person to the most suitable hospital or to the Insured Person's home address in Country of Domicile provided that such repatriation is:

- a) Medically necessary and
- b) Organised by ACE Rescue Services

SPECIFIC EXCLUSIONS APPLICABLE TO THIS SECTION:

ACE shall not be liable for:

- 1 Any expenses incurred where a Journey is undertaken against the advice of a qualified medical practitioner.
- 2 Any expenses incurred which are recovered from any other insurance policy or national insurance programme, which is applicable to the Insured Person.
- 3 Any expenses incurred after twelve months from the time of incurring the first expense.
- 4 Expenses incurred as a result of pregnancy within two months of expected date of birth unless such expenses are incurred in an emergency.

SPECIFIC CONDITIONS APPLICABLE TO THIS SECTION

- 1 ACE Rescue Services must be promptly informed of any potential claim under this Section.
- 2 The Insured and/or the Insured Person should not try to provide

solutions to problems encountered without involving ACE Rescue Services as this may prejudice reimbursement of expenses.

- 3 Repatriation will be organised by ACE Rescue Services by the most appropriate method including, if necessary, the use of air services.
- 4 Evacuation Expenses shall include necessary expenses incurred for qualified medical staff to accompany an Insured Person.
- 5 In the event of ACE Rescue Services being provided in good faith to any person not insured under this Policy the Insured shall reimburse ACE for all costs incurred.

SECTION 3 - TRAVEL & CANCELLATION EXPENSES

TRAVEL EXPENSES

COVER

If during the Period of Insurance the Insured or the Insured Person necessarily incurs additional Travel Expenses as the direct result of the Insured Person sustaining Bodily Injury or becoming ill during a Journey, ACE will indemnify the Insured in respect of such expenses up to £5,000 (€8,250).

DEFINITIONS

Travel Expenses all mean reasonable additional costs necessarily incurred for:

- 1 travel and accommodation expenses of up to two relatives or friends of the insured Person who, on medical advice, are required to travel to or remain with the Insured Person.
- 2 funeral expenses incurred in the burial or cremation of the Insured Person.
- 3 costs (excluding funeral and interment costs) incurred in transporting the Insured Person's body or ashes back to Country of Domicile.
- 4 travel and accommodation expenses of the Insured Person incurred in returning to Country of Domicile.
- 5 unforeseen travel expenses of the Insured Person incurred in returning to attend the funeral of a spouse, partner, mother, father, daughter, son, sister, brother of the Insured Person in Country of Domicile.

CANCELLATION EXPENSES

COVER

If during the Period of Insurance the Insured or the Insured Person incur expenses up to £5,000 (€8,250) as the direct and necessary result of the cancellation, curtailment or rearrangement of any part of the original plans for the Insured Person's Journey as the direct consequence of:

- 1 the Insured Person sustaining Bodily Injury or becoming ill.
- 2 the death, injury or illness of the Insured Person's spouse, partner, mother, father, daughter, son, sister, brother, friend or close business colleague.
- 3 compulsory quarantine, jury service, subpoena or hijacking involving the Insured Person or Insured Person's spouse, partner, mother, father, daughter, son, sister, brother, friend or close business colleague.
- 4 cancellation or curtailment of schedule public transport services consequent upon strike, riot or civil commotion.
- 5 the Insured Person's residence or business premises being rendered uninhabitable within seven days of commencement of the planned journey or the Insured Person's presence being required by the Police following burglary or attempted burglary at the Insured Person's residence or business premises.

ACE will indemnify the Insured by reimbursement of:

- A deposits, advance payments and other charges which have not been and will not be used, but which become forfeit or payable under Policy.
- B additional travel and accommodation expenses.

SPECIFIC EXCLUSIONS APPLICABLE TO THIS SECTION

ACE shall not be liable for:

- 1 any expenses incurred where a Journey is undertaken against the advice of a qualified medical practitioner.
- 2 any expenses which are recovered from any other insurance policy or national insurance programme, which is applicable to the Insured Person.

- 3 any expenses incurred after twelve months from the time of the incurring of the first expense.
- 4 expenses incurred as a result of pregnancy within two months of expected date of birth unless such expenses are incurred in an emergency.
- 5 expenses incurred as a direct result of regulations made by any Government and/or Local Authority.

SECTION 4 - PERSONAL ACCIDENT

CAPITAL BENEFITS

1 Death	£15,000 (€24,750)
2 Dismemberment	
a) Loss of two or more Limbs or both Eyes or one of each	£15,000 (€24,750)
b) Loss of one Limb or one Eye	£15,000 (€24,750)
3 Permanent Total Disablement	£15,000 (€24,750)

Benefit shall not be payable under more than one of Benefits 1 to 3 to one Insured Person in respect of any one accident.

AGGREGATE LIMIT OF LIABILITY

ACE shall not be liable for any amount in excess of £750,000 (€1,237,500) for any one Event. If the aggregate amount of all benefits payable under this Section exceeds that amount the benefit payable for each Insured Person shall be proportionately reduced until the total of all benefits does not exceed the Aggregate Limit.

COVER

If during the Period of Insurance an Insured Person sustains Bodily Injury that arises during a Journey and independently of any other cause results in the Death, Dismemberment or Disablement of the Insured Person ACE will pay the Insured the Benefit specified.

DEFINITIONS

- 1 Bodily Injury shall mean injury which is caused by accidental means and which within twenty-four months from the date of the accident results in the Insured Person's Death, Dismemberment or Disablement.
- 2 Loss of Limb shall include loss of use of such Limb.
- 3 Loss of Eye shall include total and irrecoverable loss of sight.
- 4 Permanent Total Disablement shall mean disablement, caused other than by Loss of Limb or Eye, which has lasted for at least twelve months and will in all probability entirely prevent the Insured Person from engaging in any occupation for the remainder of his or her life.
- 5 The Death Benefit (1) for an Insured Person under 18 years of age is limited to £5,000 (€8,250).
- 6 Event shall mean all instances of Bodily injury arising out of and directly occasioned by one sudden, unexpected, unusual and specific event occurring at an identifiable time and place. The duration and extent of an Event shall be limited to 72 consecutive hours and/or radius shall be included in that event.

DISAPPEARANCE

If an Insured Person disappears and after a suitable period of time it is reasonable 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 that if the belief is subsequently found to be wrong such Death Benefit shall be refunded to ACE.

EXPOSURE

Injury as a direct result of unavoidable exposure to the elements of the Insured Person shall be deemed to have been caused by Bodily Injury.

SPECIFIC EXCLUSION APPLICABLE TO THIS SECTION

ACE shall not be liable in respect of Bodily Injury:

- 1 Directly or indirectly consequent upon the Insured Person suffering from sickness or disease not directly resulting from Bodily Injury.

SECTION 5 - PERSONAL PROPERTY & MONEY

COVER

If during the Period of Insurance the Insured Person sustains loss of or damage to Personal Property or Money during a Journey ACE will indemnify the Insured on behalf of the Insured Person in respect of such loss or damage up to the Sum Insured.

DEFINITIONS

- 1 Personal Property shall mean personal goods belonging to the Insured Person or for which he or she is responsible which are taken by him or her on the Journey or acquired by him/or her during the Journey up to £750 (€1,238).
- 2 Money shall mean coins, banknotes, postal and money orders, signed travellers and other cheques, letters of credit, travel tickets, telephone cards, credit cards and petrol and other coupons up to £250 (€413).

EXTENSIONS

- 1 In the event of the Insured Person losing or temporarily mislaying his or her Personal Property during a Journey ACE shall pay up to £100 (€165) for any reasonable expenses incurred by the Insured Person in purchasing essential replacement clothing or toilet articles.
- 2 In respect of Money held for the purposes of a Journey cover shall commence at the time of collection from bank or 72 hours prior to commencement of the Journey whichever is the later and shall continue for 72 hours after termination of the Journey or until deposit at bank whichever occurs the sooner.
- 3 If during a Period of Insurance the Insured Person sustains loss of or damage to their passport during a Journey the Insurers will indemnify the Insured or Insured Person in respect of fees charged by the appropriate Consular, Visa and/or Passport Office and any additional travel or accommodation expenses in obtaining any official temporary travel documents or replacement passport and/or visa whilst outside of the United Kingdom up to a maximum of £250 (€413) for any one Insured Person.

SPECIFIC EXCLUSIONS APPLICABLE TO THIS SECTION

ACE shall not be liable for:

- 1 More than £250 (€413) in respect of any one article, unless such article is specified herein.
- 2 Vehicles or their accessories.
- 3 Loss of or damage to:
 - a) contact or corneal lenses, dentures, dental caps or crowns, hearing aids or fragile articles or pedal cycles or lap-top computers.
 - b) sporting equipment whilst in use.
 - c) baggage or personal effects left unattended unless the Insured Person has left them locked in a hotel room, apartment or other secure residence
 - d) valuables or money as defined whilst left unattended at any time or whilst in a suitcase or in the custody of another person.
 - e) baggage from an unattended vehicle unless from a locked, enclosed boot by theft accompanied by violent and forcible entry.
 - f) Travellers Cheques not immediately reported to the local branch or agent of the issuing authority.
- 4 Loss or damage due to:
 - a) moth, vermin, wear and tear, atmospheric or climatic conditions or gradual deterioration.
 - b) mechanical or electrical failure
 - c) any process of cleaning, restoring, repairing or alteration.
- 5 More than a reasonable proportion of the total value of the set where the lost or damaged article is part of a set or pair.
- 6 Devaluation of currency or shortages due to errors or omission during monetary transactions.
- 7 More than £100 (€165) in respect of cash.
- 8 Loss not reported to either the Police or Transport Carrier within twenty-four hours of discovery.
- 9 Loss due to confiscation or detention by Customs or any other Authority.

SPECIFIC CONDITIONS APPLICABLE TO THIS SECTION:

- 1 The Insured Person shall take all reasonable precautions for the safety

of any insured Personal Property or Money.

- 2 On the happening of any loss or damage ACE shall be entitled:
 - a) to take and keep possession of such property and to deal with salvage in a reasonable manner.
 - b) at its option, to repair or replace any property for which it is liable.

SECTION 6 - DELAY, ABANDONMENT & MISSED DEPARTURE

COVER

If the departure of the aircraft, sea vessel or coach in which the Insured Person had arranged to travel is delayed on the outward or homeward Journey by at least twelve hours from the time specified in the official itinerary supplied to the Insured Person due directly to strike, industrial action, adverse weather conditions, traffic flow congestion or mechanical breakdown. ACE will pay as follows:-

DELAY

£20 (€33) or the first full twelve-hour delay and £20 (€33) for each full twelve hours delay thereafter up to £1,000 (€1,650).

ABANDONMENT

Irrecoverable deposits or charges including tuition charges paid or contracted to be paid for the benefit of the Insured Person only in the event of abandonment of the journey by the Insured Person following the initial twelve hour delay up to £2,000 (€3,300).

MISSED DEPARTURE

Additional travel and accommodation expenses necessarily incurred by the Insured Person in order to reach the booked destination in the event of arriving at the point of departure too late to commence the booked journey as a result of failure of public transport services as stated in the Cover up to £500 (€825).

SPECIFIC EXCLUSIONS APPLICABLE TO THIS SECTION

ACE shall not be liable for:

- 1 Delay or abandonment losses arising from the failure of the Insured Person to check in accordance with the official itinerary supplied.
- 2 Delay not supported by a signed statement confirming the period and the reason for the delay from the carrier or their handling agents.
- 3 Losses arising directly or indirectly from withdrawal from service (temporary or otherwise) of an aircraft or sea vessel on the recommendation of a Port Authority, Civil Aviation Authority or any similar body.
- 4 Losses arising from strike and/or industrial action existing or notified by intent on or before the date of the booked journey.
- 5 Delay of public transportation that has not been booked in advance.

SECTION 7 - PERSONAL LIABILITY

ACE will indemnify the Insured Person against all sums which the Insured Person shall become legally liable to pay as damages during a Journey in respect of:

- 1 Accidental bodily injury (which shall include death and illness) to any person.
- 2 Accidental loss of or damage to material property caused during the Journey.

The liability of ACE under this section for damages in respect of one occurrence or all occurrences of a series consequent upon or attributable to any one source or original cause shall not exceed £1,000,000 (€1,650,000).

ACE will also pay:

- a) All costs and expenses recoverable by a claimant from the Insured Person.
- b) All costs and expenses incurred with the written consent of ACE in respect of any claim to which the indemnity expressed in this endorsement applies.

SPECIFIC EXCLUSIONS APPLICABLE TO THIS SECTION

ACE shall not be liable in respect of:

- 1 Bodily Injury to any person who is under a Policy of service or apprenticeship with the Insured Person.
- 2 Loss of or damage to property belonging to or held in trust by or in the custody or control of the Insured Person.
- 3 Bodily injury, loss or damage caused directly or indirectly by or through or in connection with any mechanically propelled vehicle, aircraft or watercraft when the Insured Person is the owner, driver or pilot thereof or if the person having it in his custody or control or such driver or pilot is the servant or agent of the Insured Person.
- 4 Bodily Injury loss or damage arising directly or indirectly in connection with:
 - i) The ownership possession or occupation of land or buildings (other than the Insured Person's private dwelling house) immobile property or caravans.
 - ii) Any wilful or malicious act.
 - iii) The carrying on of any trade business or profession
- 5 Any liability attaching to the Insured Person by reason of an express term of any Policy unless such liability would have attached to the Insured Person notwithstanding such terms.
- 6 Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
 - i) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - ii) the radioactive toxic explosive or other hazardous properties of any nuclear assembly or nuclear components thereof.
- 7 Any legal liability for which indemnity is provided under any other Policy of insurance in the name of either the Insured or the Insured Person.
- 8 The cost of punitive or exemplary damages.

SPECIFIC CONDITIONS APPLICABLE TO THIS SECTION

- 1 No admission offer promise payment or indemnity shall be made without the written consent of ACE which shall be entitled to take over and conduct in the Insured Person's name the defence or settlement of any claim or to prosecute in the Insured Person's name for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured Person shall give all information and assistance as ACE may require. Every letter claim writ summons and process shall be forwarded to ACE on receipt. Written notice shall also be given to ACE immediately the Insured Person shall have notice of any prosecution or inquest in connection with any circumstances that may give rise to liability under this Policy.
- 2 ACE may at any time pay to the Insured Person in connection with any claim or series of claims the Limit of Indemnity (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.

It is hereby agreed between ACE and the Insured that this Section shall be governed by and construed in accordance with the Law within Great Britain, Northern Ireland, the Channel Islands or the Isle of Man.



Gibbs Denley Insurance Services,
Crystal House, Buckingway Business Park, Swavesey,
Cambridge CB4 5UL.
Tel: +44 (0)1954 233 698 Fax: +44 (0) 1954 231 708
Email: info@course-u-can.com

