



AonProtect Academia Policy
Arranged By
Aon Underwriting Managers

«**LEICESTERSHIRE COUNTY COUNCIL**»

**OFF-SITE ACTIVITIES
PERSONAL ACCIDENT AND TRAVEL
GROUP POLICY**

POLICY SCHEDULE

Policy Number	16-ACC-0000000024	
Group Policyholder	Leicestershire County Council	
Address	County Hall Leicester Road Glenfield Leicester LE3 8RA	
Business	Local Council	
Period of Insurance	(a) From: 01 September 2016	To: 31 August 2017 (both dates inclusive)
	(b) Any subsequent period for which the Insurer shall accept a renewal premium.	
Premium	Premium	£ 39,344.00
	Premium Tax:	£ 3,737.68
	Total:	£ 43,081.68
		Renewal: to be calculated on updated information.



 Date of Issue: 2nd September 2016

for and on behalf of the Insurer.

SCHEDULE OF BENEFITS A

Off-Site Activities

Insured Persons:

- Category A** Any pupil enrolled at a Participating School.
- Category B** Any member of the teaching and support staff at a Participating School.
- Category C** Any adult who is acting in a supervisory capacity as a volunteer, assistant or helper and is authorised by the Participating School to undertake a Journey.
- Category D** Any Child other than as described in Category A. who is authorised by the Participating School to undertake a Journey.

Journey:

Any organised trip undertaken by an Insured Person with the authorisation of the Participating School involving travel outside the designated school boundaries of the Participating School.

In respect of trips of less than one day's duration cover shall be operative from the time of leaving the school boundaries until arrival back within the school boundaries.

In respect of trips of more than one day's duration, cover is extended to include travel directly from the Insured Person's home address to the place of official assembly at the commencement of the trip and travel directly from the official place of dispersal to the Insured Person's home address upon completion of the trip.

SCHEDULE OF BENEFITS A (CONTINUED)

Benefit Description		Maximum Benefit Amount / Limit of Indemnity
1.	Medical	
A	Medical Expenses	Unlimited
B	In-patient Benefit outside the United Kingdom	£50 per day up to £2,000
C	Supplementary Travel & Accommodation Expenses in the United Kingdom	£10,000
D	Supplementary Travel & Accommodation Expenses outside the United Kingdom	£25,000
E	Emergency Repatriation Expenses	Unlimited
F	On-going medical treatment as an In-patient following Emergency Repatriation	£10,000
G	Search and Rescue	£25,000
2.	Personal Belongings	
A	Personal Belongings	£2,500
B	Personal Belongings Delay	£250
3.	Money	
A	Money	£1,500 Limited to £1,000 in respect of coins/banknotes
B	Credit, Debit or Charge Card Misuse	£1,000
C	Emergency Replacement of Passport	£750
4.	Disruption	
A	Cancellation	£5,000
B	Curtailment & Alteration to Itinerary	£5,000
C	Replacement	£5,000
D	Travel Delay	£1,000
E	Missed Departure	£5,000
	Aggregate Limit of Liability	£50,000 in respect of any one Journey
5.	Winter Sports	
A	Ski Hire	£200
B	Ski Pass	£200
C	Piste Closure	£200
6.	Personal Accident	
A	Death	£30,000
B	Permanent Disabling Injuries	£30,000
C	Hospital Confinement	£35 per day up to £6,370
	Aggregate Limit of Liability	£5,000,000 any one Event
7.	Personal Liability	£5,000,000
8.	Overseas Legal Expenses	£50,000
9.	Dental Injury	£2,000
10.	Hijack Daily Benefit – Payable for 100 days	£150 per day up to £15,000 per Insured Person subject to a maximum of £15,000 per Period of Insurance
11.	Kidnap & Extortion	£15,000 per Period of Insurance
12.	Political Evacuation	£50,000 per Period of Insurance

* reduced to £10,000 in respect of any pupil or accompanying person under the age of 16 years

SCHEDULE OF BENEFITS B

On-Site Activities

Insured Persons:

Category A Any pupil enrolled at a Participating School.

Category B Any member of the teaching and support staff at a Participating School.

Category C Any adult who is authorised by the Participating School to act in a supervisory capacity as a volunteer, assistant or helper.

Effective Time:

Category A & B Whilst undertaking school duties within the Participating School's designated school boundaries and including travel directly to and from the Insured Person's home address and the Participating School.

Category C Whilst undertaking the supervision of pupils enrolled at a Participating School, when they are walking, or travelling by other means, in an organised group, directly to and from their home addresses and the Participating School.

Benefit Description		Maximum Benefit Amounts / Limit of Indemnity
6.	Personal Accident	
A	Death	£30,000
B	Permanent Disabling Injuries	£30,000
C	Hospital Confinement	£35 per day up to £6,370(amend where necessary)
	Aggregate Limit of Liability	£5,000,000 any one Event(amend where necessary)
9.	Dental Injury	£2,000(amend where necessary)

*reduced to £10,000 in respect of any pupil or accompanying person under the age of 16 years

Contents

Policy	
Schedule.....	1
Schedule of Benefits A.....	2
Schedule of Benefits A (continued).....	3
Schedule of Benefits B.....	4
Insuring Agreement.....	6
AonProtect Assistance.....	7
Travel and Emergency Assistance.....	7
Pre -Travel Information.....	7
General Definitions.....	8
The following General Definitions are applicable to the Policy as a whole.....	8
Section 1 Medical.....	10
A. Medical Expenses.....	10
B. In-patient Benefit outside the United Kingdom.....	10
C. Supplementary Travel and Accommodation Expenses in the United Kingdom.....	10
D. Supplementary Travel and Accommodation Expenses outside the United Kingdom.....	10
E. Emergency Repatriation Expenses.....	11
F. On-going medical treatment as an In-patient following Emergency Repatriation.....	12
G. Search and Rescue.....	12
Section 2 Personal Belongings.....	14
A. Personal Belongings.....	14
B. Personal Belongings Delay.....	14
Section 3 Money.....	15
A. Money.....	15
B. Credit, Debit or Charge Card Misuse.....	15
C. Emergency Replacement of Passport.....	15
Section 4 Disruption.....	17
A. Cancellation.....	17
B. Curtailment & Alteration to Itinerary.....	17
C. Replacement.....	17
D. Travel Delay.....	18
E. Missed Departure.....	18
Section 5 Winter Sports.....	19
A. Ski Hire.....	19
B. Ski Pass.....	19
C. Piste Closure.....	20
Section 6 Personal Accident.....	21
A. Death.....	21
B. Permanent Disabling Injuries.....	21
C. Hospital Confinement.....	21
Section 7 Personal Liability.....	23
Section 8 Overseas Legal Expenses.....	25
Section 9 Dental Injury.....	28
Sections 10 Hijack.....	28
Section 11 Kidnap and Extortion.....	29
Section 12 Political and Natural Disaster Evacuation.....	31
General Exclusions.....	33
General Conditions.....	34
Claim Provisions.....	365
Complaints Procedures.....	366
Financial Services Compensation Scheme.....	387
Data Protection.....	397

Insurance agreement

Insuring Agreement

Aon Underwriting Managers is a Managing General Agent (MGA) owned by Aon UK Limited operating under a delegated underwriting authority on behalf of Ace European Group Limited (referred to as the Insurer).

Aon Underwriting Managers is a trading name of Aon UK Limited

Insurer	Subscription
Ace European Group Limited's main business is general insurance Registered in England No 1112892 Head office address 100 Leadenhall Street London EC3A 3BP	100%

The Group Policyholder (as specified in the Policy Schedule) and the Insurer agree that

The Group Policyholder will pay the Premium as agreed

The Insurer will, subject to the terms conditions and exclusions of the Policy, provide the insurance in the manner and to the extent set out in this Policy.

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

Signed:



Andy Colbran, Managing Director, AON Underwriting Managers

For and on behalf of the Insurer

AonProtect Assistance

Consistent with its philosophy of customer care AonProtect provides a number of additional assistance services for the traveller. These are automatically provided with the insurance cover and are summarised as follows.

Travel and Emergency Assistance

If during the Period of Insurance an Insured Person requires medical or personal assistance or advice during a Journey, they should in the first instance call AonProtect Assistance.

From outside the UK on **+44 20 7173 7797**

From within the UK on **020 7173 7797**

in respect of:

- Medical Expenses;
- Medical advice, referral or treatment;
- Emergency repatriation;
- Local payment of hospital bills; or
- Replacement of essential maintenance medication or drugs.

Pre -Travel Information

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

From outside the UK on **+44 20 7173 7797**

From within the UK on **020 7173 7797**

For pre-travel information on:

- Business and social customs.
- Political situations.
- Medical advice and medical facilities overseas.
- Health precautions, including vaccinations.
- Visa and entry permit requirements.
- Currency.
- Banking hours.
- Time zones.
- Climate.
- Driving restrictions.

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

General Definitions

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

£ shall mean United Kingdom pounds sterling

Accident shall mean a sudden, external, unforeseen and identifiable event and the word accidental shall be construed accordingly.

AonProtect Assistance shall mean the travel assistance and emergency medical and repatriation services organised by the Insurer.

Benefit Amount (or Limit of Liability in respect of Section 7. Personal Liability) will mean the maximum amount, or assessed percentage thereof, the Insurer can pay, subject to the Aggregate Limit(s) of Liability, as specified in Section 3. Money and Section 6. Personal Accident.

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

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 insured by this Policy.

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

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

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

Hospital shall mean any establishment which is registered or licensed as a medical or surgical hospital in the country in which it is located and where the Insured Person is under the constant supervision of a Qualified Medical Practitioner.

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

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 (within the United Kingdom) or Bodily Injury or illness (outside the United Kingdom) 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.

Insurer Ace European Group Limited

Journey shall mean any trip described in the Schedule(s) of Benefits undertaken by an Insured Person which commences during the Period of Insurance. Where a Journey continues beyond the expiry of the Period of Insurance such period is extended for up to a maximum of twelve months or until the completion of the Journey whichever is sooner.

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

Major Powers shall mean the United Kingdom, the United States of America, France, the Peoples Republic of China and the former constituents of the Union of Soviet Socialist Republics.

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.

Participating School shall mean a school within the jurisdiction of the Council(Group Policyholder) shown as the Group Policyholder in the Policy Schedule and which has been declared by the Council to the Insurer as being a joint Group Policyholder under this Policy.

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 Policyholder as shown in the Policy Schedule

Policyholder shall mean any person or category of persons described as an Insured Person in the Schedule(s) of Benefits or, in respect of Insured Persons under the age of 18 years, the Parent or Legal Guardian of such Insured Person.

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 practice medicine under the laws of the country in which they practice other than:

- a) an Insured Person
- a relative of a Person Insured unless approved by The Insurer

United Kingdom for the purposes of this Policy shall mean England, Scotland, Wales and Northern Ireland (excluding Channel Islands and the Isle of Man).

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

Winter Sports shall mean skiing (including skiing outside the area of the normal compacted snow or ice slope i.e. off-piste but only whilst accompanied by a guide or ski instructor), tobogganing, snow boarding and ice skating (other than on an indoor rink), but excluding competitive winter sports (including, but not limited to ski or bob racing, mono skiing, ski jumping, ski boarding, ice hockey, or the use of bobsleighs or skeletons).

[PLEASE NOTE](#) that Specific Definitions relevant to the individual Sections of this Policy are located and contained in the appropriate Section.

Section 1 Medical

A. Medical Expenses

If during a Period of Insurance the Insured Person becomes ill or sustains injury during a Journey outside of the United Kingdom the Insurer will indemnify the Policyholder in respect of Medical Expenses up to the Benefit Amount shown in Schedule of Benefits A for any one Journey.

Specific Definition applicable to this sub-section

Medical Expenses shall mean all reasonable costs necessarily incurred outside the United Kingdom for Hospital, nursing home, ambulance, surgical or other diagnostic or remedial treatment given or prescribed by a Qualified Medical Practitioner.

B. In-patient Benefit outside the United Kingdom

If during a Period of Insurance the Insured Person becomes ill or sustains injury during a Journey and is confined as an In-patient to a Hospital outside of the United Kingdom the Insurer will pay the Policyholder the Benefit Amount shown in Schedule of Benefits A for each complete 24 hour period of Hospital Confinement up to a maximum of 40 days for any one Journey.

C. 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 the Insurer will indemnify 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 £100 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 AonProtect Assistance.
4. up to £5,000 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).
5. up to £250 per person for travel and accommodation of up to two relatives, friends or close business associates of the Insured Person who on medical advice from a Qualified Medical Practitioner are advised to travel to or remain with the Insured Person who is necessarily hospitalised not less than a radius of 50 miles from their home address.

D. Supplementary Travel and Accommodation Expenses outside the United Kingdom

If during a Period of Insurance the Insured Person becomes ill or sustains injury during a Journey outside of the United Kingdom the Insurer will indemnify the Policyholder in respect of Supplementary Travel and Accommodation Expenses up to the Benefit Amount shown in Schedule of Benefits A for any one Journey.

Specific Definitions applicable to this sub-section

Accommodation shall mean accommodation of a standard up to but not exceeding that in which the Insured Person was or would have been staying during the course of the Journey.

Supplementary Travel and Accommodation Expenses shall mean reasonable additional costs necessarily incurred:

1. for travel and accommodation expenses of the Insured Person in returning to the United Kingdom;
2. for travel and accommodation of up to two relatives, friends or close business associates of the Insured Person who on medical advice from a Qualified Medical Practitioner are advised to travel to or remain with the Insured Person;
3. for funeral expenses incurred in the burial or cremation of the Insured Person outside the United Kingdom;
4. in transporting the Insured Person's body or ashes for burial in the United Kingdom (excluding funeral and interment costs);
5. in transporting the Insured Person's Personal Belongings (as defined in the Personal Belongings Section) back to the United Kingdom.

E. Emergency Repatriation Expenses

If during a Period of Insurance the Insured Person becomes ill or sustains injury during a Journey outside of the United Kingdom the Insurer will indemnify the Policyholder in respect of Emergency Repatriation Expenses up to the Benefit Amount shown in Schedule of Benefits A.

Specific Definition applicable to this sub-section

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

1. medically necessary and
2. organised by AonProtect Assistance.

Special Conditions applicable to this sub-section

1. AonProtect Assistance must be informed immediately or as soon as reasonably possible of any emergency that may potentially give rise to a Claim.
2. the Group Policyholder the Policyholder or the Insured Person must not make or attempt to make arrangements without the involvement and/or agreement of AonProtect Assistance.
3. any repatriation will be organised by AonProtect Assistance by the most appropriate method including, if necessary, the use of air services and arrangements for qualified medical staff to accompany an Insured Person if required.
4. full reimbursement to the Insurer will be made by the Group Policyholder or the Policyholder for all costs incurred in the event of repatriation services being provided by AonProtect Assistance in good faith to any person not insured under this Policy.
5. AonProtect Assistance can help in a range of different circumstances, including medical emergencies and emergency repatriation assistance. The Insured Person should have details of this Policy, including the Policy number and Period of Insurance when calling:

From outside the UK on **+44 20 7173 7797**

From within the UK on **020 7173 7797**

AonProtect Assistance also includes the following services:

1. Providing a 24-hour multi-lingual emergency medical assistance service.
2. Payment of bills - if an Insured Person is admitted to Hospital, the Hospital or attending doctor(s) will be contacted and payment of their fees up to the Policy limits will be guaranteed so the Insured Person does not have to make the payment from their own funds.
3. Arranging overseas hospitalisation and the monitoring of Insured Persons in co-operation with the

- attending local Qualified Medical Practitioner.
4. When recommended by AonProtect Assistance's Chief Medical Officer, arranging medical repatriation of Insured Person(s) including, when necessary, organisation of transport, medical escorts and the provision of special medical equipment.
 5. Providing for the services of a local Agent to provide assistance and advice.
 6. Organising the repatriation of human remains and arranging the necessary import/export documents.
 7. Liaising with the Country of Domicile General Practitioners, Hospital Services and Insured Person's relatives.
 8. Unsupervised Children – if a Child is left unsupervised on a Journey Abroad because an Insured Person is hospitalised or incapacitated, AonProtect Assistance will organise his or her return home, including a suitable escort when necessary.
 9. Assisting accompanying relatives of an Insured Person by arranging and paying for additional Supplementary Travel and Accommodation Expenses.
 10. Locating and dispatching drugs, contact lenses, glasses, blood and medical equipment which are unavailable at an Insured Person's location.

F. On-going medical treatment as an In-patient following Emergency Repatriation

If in the 12 months immediately following emergency repatriation to the United Kingdom the Insured Person requires on-going medical treatment as an In-patient, the Insurer will indemnify the Policyholder up to the Benefit Amount shown in Schedule of Benefits A in respect of reasonable and necessary Medical Expenses as required and arranged by AonProtect Assistance.

G. Search and Rescue

If during a Period of Insurance the Insured Person is reported as missing or suffers an Accident resulting in death during a Journey outside the United Kingdom the Insurer will indemnify the Policyholder up to the Benefit Amount shown in Schedule of Benefits A in respect of the costs incurred by recognised rescue authorities in searching for the Insured Person or for rescuing or recovering the Insured Person.

Special Extension to Section 1 - Medical

If during a Period of Insurance the Insured Person becomes ill Due To complications of pregnancy (as diagnosed by a Qualified Medical Practitioner or specialist in obstetrics) provided that if the Insured Person is travelling between the 28th – 35th (inclusive) weeks of pregnancy they must provide a medical certificate (dated no earlier than 5 days before the outbound travel date) issued by a Qualified Medical Practitioner or midwife confirming the number of weeks of pregnancy and that the Insured Person is fit to travel on the Journey), during a Journey outside of the United Kingdom the Insurer will indemnify or pay the Policyholder in the terms of cover provided under the Medical Expenses, In-patient Benefit outside the United Kingdom, Supplementary Travel and Accommodation Expenses in the United Kingdom, Supplementary Travel and Accommodation Expenses outside the United Kingdom, and/or Emergency Repatriation Expenses sub sections up to the Benefit Amounts shown in Schedule of Benefits A

Specific Condition applicable to this sub-section

A written statement from the appropriate rescue authorities involved in the search and/or rescue must be obtained and provided to the Insurer in the event of a Claim.

Specific Exclusions applicable to this Section 1 Medical

The Insurer shall not be liable for:

1. any expenses incurred 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 which are recovered from any other insurance policy or national insurance programme which is applicable to the Insured Person;
3. any expenses incurred after twenty-four months

- a) immediately following emergency repatriation to the United Kingdom in respect of on-going medical treatment as an In-patient;
- b) from the time of the incurring of the first expense in respect of other expenses.
- 4. dental or optical expenses other than the those incurred in providing the minimum treatment necessary to relieve pain and discomfort for the duration of the Journey;
- 5. treatment which in any way arises from or is attributable to any Human Immunodeficiency Virus infection or related syndrome;
- 6. any expenses incurred as the result of treatment to a Child under the age of six months who has been born outside of the United Kingdom during a Journey;

Section 2 Personal Belongings

A. Personal Belongings

If during a Period of Insurance the Insured Person sustains loss of or damage to Personal Belongings during a Journey the Insurer will indemnify the Policyholder in respect of such loss or damage up to the Benefit Amount shown in Schedule of Benefits A for any one Journey.

Specific Definition applicable to this sub-section

Personal Belongings shall mean personal articles which are the property of the Insured Person or for which they are responsible and are taken on or acquired during the Journey.

B. Personal Belongings Delay

If during a Period of Insurance all or part of the Insured Person's Personal Belongings are lost or temporarily mislaid or delayed for more than four hours during a Journey the Insurer shall reimburse up to the Benefit Amount shown in Schedule of Benefits A for the purchase of essential items of replacement clothing or toilet requisites.

Specific Exclusions applicable to this Section 2 Personal Belongings

The Insurer shall not be liable for:

1. more than £750 for any one article, pair or set in respect of Personal Belongings;
2. vehicles or their accessories, caravans, trailers, tents, and other camping equipment, boats, sailing boards and other water borne craft;
3. loss, theft or damage whilst Personal Belongings are left:
 - a) overnight in or on any vehicle, unless in a locked garage; or
 - b) in any vehicle which is left unlocked or left unattended unless kept out of sight or in a locked boot; or compartment or under the purpose built luggage cover of an estate or hatchback car;
4. loss or corruption of or damage to software, information or data contained in any computer, tapes or recording equipment or any costs incurred in repairing or replacing such software, information or data contained in any computer, tapes or recording equipment.
5. loss or damage due to:
 - a) moth, vermin, wear and tear, atmospheric or climatic conditions or gradual deterioration;
 - b) inherent mechanical or electrical failure, breakdown or derangement.
 - c) any process of cleaning, restoring, repairing or alteration;
6. more than a reasonable proportion of the total value of a pair or set where the lost or damaged article is part of a pair or set;
7. loss not reported to the police or appropriate authorities within forty-eight hours of discovery and a report obtained;
8. loss, theft or damage occurring in the custody of an airline or other transport carrier unless reported immediately upon discovery and in the case of an airline a Property Irregularity Report obtained;
9. loss due to confiscation or detention by customs or any other authority;
10. any items of household furniture, appliances or equipment;
11. any items of business equipment;
12. loss of or damage to sports equipment whilst it is in use except for skis when being used for Winter Sports;
13. any article more specifically insured or recoverable under any other insurance.

Specific Conditions applicable to this Section:

1. The Insured Person shall take all reasonable precautions for the safety of Personal Belongings.
2. On the happening of any loss or damage the Insurer shall be entitled:
 - a) to take and keep possession of any article and to deal with salvage in a reasonable manner.
 - b) at its own option to repair or replace any article for which it is liable.
3. In the event of total loss or destruction of any article of Personal Belongings purchased/acquired less than two years prior to the date of loss the basis of settlement shall be the cost of replacing the article as new provided that the replacement article is substantially the same but not better than the original article when new.
4. Any amounts paid under Personal Belongings Delay will be deducted from any subsequent amounts payable under Personal Belongings in respect of the same loss.

Section 3 Money**A. Money**

If during a Period of Insurance the Insured Person sustains loss of or damage to Money during a Journey or the seventy-two hours immediately prior to commencement or subsequent to completion of the Journey the Insurer will indemnify the Policyholder in respect of such loss up to the Benefit Amount shown in Schedule of Benefits A for any one Journey.

Specific Definition applicable to this sub-section

Money shall mean coins, bank notes, postal or money orders, signed travellers cheques and other cheques, letters of credit, travel tickets, petrol coupons or other prepaid coupons and passes which belong to or are in the custody and control of an Insured Person and are intended for travel, meals, accommodation and personal expenditure only.

B. Credit, Debit or Charge Card Misuse

If during a Period of Insurance the Insured Person sustains financial loss as a direct result of a credit, debit or charge card being lost or stolen during a Journey and it is subsequently used fraudulently by any person other than:

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

The Insurer will indemnify the Policyholder for such loss up to the Benefit Amount shown in Schedule of Benefits A for any one Journey. Provided that the Insured Person has fully complied with all terms and conditions under which such card has been issued.

C. Emergency Replacement of Passport

If during a Period of Insurance the Insured Person sustains loss of or damage to their passport during a Journey the Insurer will indemnify the Policyholder 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 or country of domicile up to the Benefit Amount shown in Schedule of Benefits A.

Aggregate Limit of Liability

The Insurer shall not be liable for any amount of Money in excess of £ 2,500 when held in the custody or under the control of any one party leader, being a responsible adult.

Specific Exclusions applicable to this Section

The Insurer shall not be liable for:

1. loss not reported to the police and/or appropriate authorities within forty-eight hours of discovery or earlier if required by the card issuer;
2. loss due to confiscation or detention by customs or any other authority;
3. loss due to devaluation of currency or shortages due to errors or omission during monetary transactions;
4. more than £1,000 in respect of coins and/or bank notes;
5. promotional vouchers or awards or any goods or services obtained through the conversion of such vouchers or awards;
6. loss or damage whilst Money is left;
 - a) overnight in or on any vehicle, unless in a locked garage; or
 - b) in any vehicle which is left unlocked or unattended, at any other time.

Specific Condition applicable to this Section

The Insured Person shall take all reasonable precautions for the safety of their i) Money (as defined above) and ii) credit, debit or charge cards and any Money held in their custody or control for which they are responsible.

Section 4 Disruption

A. 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 the Insurer will indemnify the Policyholder of expenses incurred up to the Benefit Amount shown in Schedule of Benefits A for any one Journey.

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.

B. Curtailment & Alteration to Itinerary

1. If during a Period of Insurance an Insured Person is forced to curtail, extend or alter the itinerary to a planned Journey during the course 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 the control of the Group Policyholder, Policyholder or Insured Person the Insurer will indemnify the Policyholder in respect of expenses incurred up to the Benefit Amount shown in Schedule of Benefits A for any one Journey.
2. If during a Period of Insurance and in the course of a Journey an Insured Person as defined in Category b. of Schedule of Benefits A – a member of the teaching and support staff - returns to the United Kingdom to accompany a Disruptive Pupil the Insurer will indemnify;
 - a) the Group Policyholder or Policyholder in respect of expenses incurred by the member of the teaching and support staff up to the Benefit Amount shown in Schedule of Benefits A for any one Journey; or
 - b) the Group Policyholder or Policyholder in respect of 50% of expenses incurred by the Disruptive Pupil up to the Benefit Amount shown in Schedule of Benefits A for any one Journey unless such expenses are otherwise recoverable.

Specific Definition applicable to this sub-section

Curtailment & Alteration to Itinerary expenses shall mean:

1. loss of deposits, or charges for advance payments for travel or accommodation or other charges which have not been and will not be used, but which become forfeit or payable under contract; and
2. additional travel and accommodation expenses.

C. Replacement

If during a Period of Insurance an Insured Person as defined in Category b. of Schedule of Benefits A – a member of the teaching and support staff;

1. has to accompany a Disruptive Pupil back to the United Kingdom; or
2. becomes ill (including illness Due To complications of pregnancy (as diagnosed by a Qualified medical Practitioner) or sustains injury during a Journey outside the United Kingdom which in the opinion of a Qualified Medical Practitioner causes or is likely to cause total disablement from continuing the Journey for a period in excess of 3 days;

The Insurer will indemnify the Group Policyholder or Policyholder in respect of Replacement expenses up to the Benefit Amount shown in Schedule of Benefits A for any one Journey.

Specific Definition applicable to this sub-section

Replacement expenses shall mean all reasonable costs incurred in transporting a replacement adult who is authorised by the Group Policyholder to complete the original Journey provided that such costs shall be limited to economy fare travel and other essential expenses in transportation of the replacement adult to the point at which the original Journey was curtailed. The Journey must be continued within 3 months of the original curtailment.

D. Travel Delay

If the outward or return departure of the aircraft, sea vessel or publicly licensed conveyance (including pre-booked connecting publicly licensed transportation) in which the Insured Person has arranged to travel is delayed for at least 4 hours from the departure time indicated by the carrier due to strike, industrial action, adverse weather conditions, mechanical breakdown or structural defect affecting that aircraft or sea vessel the Insurer will pay the Benefit Amounts detailed below:

1. £20 for the first 4 hours delay; and then £10 for each full hour thereafter up to £200 or the cost of the Journey whichever is the lesser; or
2. after a period of 24 hours delay on the outward Journey the Policyholder or Insured Person may cancel the trip and will be reimbursed for irrecoverable deposits and amounts for which he or she is legally responsible up to £1,000.

E. Missed Departure

If as a result of the failure of public transport due directly to strike, industrial action, adverse weather conditions or mechanical breakdown, the Insured Person misses the international departure of the ship, aircraft or other conveyance in which the Insured Person is booked to travel, the Insurer will indemnify the Policyholder in respect of reasonable additional travel and accommodation expenses up to the Benefit Amount shown in Schedule of Benefits A in respect of any one Insured Person any one incident.

Specific Definition applicable to this Section

Disruptive Pupil shall mean an Insured Person as defined in Category a. of Schedule of Benefits A – a pupil - who in the opinion of the group leader is acting in such a manner that they cannot reasonably be allowed to continue or complete the Journey.

Specific Exclusions applicable to this Section

The Insurer 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 costs or charges paid or discharged by the use of promotional vouchers or awards of any description;
3. 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 the Insurers maximum liability shall not exceed the amount of any deposit paid;
4. 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;
5. any expenses incurred as a result of regulations or order made by any Public Authority or Government;
6. (not applicable in respect of the Travel Delay Section) any expenses incurred as a result of strike,

labour dispute, mechanical breakdown or failure of the means of transport (other than disruption of road and rail services by avalanche snow or flood) except where the departure of a ship, aircraft or train on which the Insured Person is booked to travel is delayed by at least 24 hours unless the delay is due to a strike or industrial action which existed or the possibility of which existed and for which advance warning had been given before the date on which the insured Journey was booked.

7. (Applicable to Travel Delay Section only)
 - a) any expenses incurred where the Insured Person does not;
 - i check-in for departure before the scheduled departure time shown and in accordance with their travel itinerary unless the failure to check-in was itself due to strike or industrial action; and
 - ii provide the Insurer with written details from the carriers or their handling agents describing the length of and the reason for such delay; or
 - b) withdrawal from service temporarily or otherwise of an aircraft or sea vessel on the orders or recommendation of the manufacturer, the Civil Aviation Authority, a Port Authority or any similar body in any country;
8. any expenses incurred through food, drink, telephone and internet usage charges which would have been incurred regardless of a covered rearrangement in itinerary.

Aggregate Limit of Liability

The Insurer shall not be liable for any amount in excess of £50,000 for any one Journey. 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.

Section 5 Winter Sports

A. Ski Hire

If during the Period of Insurance the Insured Person's skis are:

1. lost or broken as the result of an Accident; or
2. lost or misplaced by an airline or other carrier on the outward Journey from the United Kingdom and delayed for at least 12 hours after the arrival of the Insured Person at their destination during a Journey to undertake Winter Sports the Insurer will pay the Policyholder up to £20 for each 24 hour period it is necessary for the Insured Person to hire replacement skis up to the Benefit Amount shown in Schedule of Benefits A.

Specific Exclusion applicable to this sub-section

The Insurer shall not be liable for loss due to delay, seizure, confiscation or detention by customs or any other authority.

B. Ski Pass

If during a Period of Insurance the Insured Person is unable to use their ski pass as a result of an Accident or illness or due to loss or theft of the ski pass during a Journey to undertake Winter Sports the Insurer will pay up to £75 for each full week or a proportionate amount for shorter or longer periods in respect of an unused ski pass and hire or tuition fees which the Insured Person cannot otherwise recover up to the Benefit Amount shown in Schedule of Benefits A.

Specific Exclusion applicable to this sub-section

The Insurer shall not be liable for loss not reported to the police and/or appropriate authorities within forty-eight hours of discovery and a report obtained.

Specific Condition applicable to this sub-section

The Insured Person shall take all reasonable precautions for the safety of their ski pass.

C. Piste Closure

If during a Period of Insurance the Insured Person is unable to ski during a Journey to undertake Winter Sports due to a lack of snow in the pre-booked resort and no alternative skiing being available the Insurer will pay up to £20 for each 24 hour period the Insured Person is unable to ski up to the Benefit Amount shown in Schedule of Benefits A.

Section 6 Personal Accident

If during a Period of Insurance an Accident occurs during a Journey or Effective Time (as defined in Schedule of Benefits B, if insured) and causes Bodily Injury to an Insured Person the Insurer will pay up to the Benefit Amount shown in the Schedule(s) of Benefits for:

A. Death

B. Permanent Disabling Injuries

The Insurer will pay a percentage of the Benefit Amount shown in the Schedule(s) of Benefits relative to the degree of disability up to the maxima shown in the following Scale of Benefits which prescribes the percentage payable for specific Permanent Disabling Injuries.

- | | |
|--|-------------|
| a) Total organic paralysis, total loss of intellectual capacity, loss of Sight in one or both eyes, loss of or total loss of use of one or more Limb | 100% |
| b) Total loss of speech or hearing in both ears | 100% |
| c) Total loss of hearing in one ear | 25% |
| d) Total loss of use of; | |
| i back or spine (excluding cervical) without cord involvement | 40% |
| ii hip, knee or ankle | 40% |
| iii neck or cervical spine without cord involvement | 30% |
| iv shoulder, elbow or wrist | 20% |
| e) Loss of or total loss of use of; | |
| i foot below the level of the ankle (talo tibial joint) | 50% |
| ii thumb | 20% |
| iii one forefinger or big toe | 15% |
| iv any other finger | 10% |
| v any other toe | 10% |
| f) Damage to internal organs resulting in the loss of use of: | |
| i lung | 50% |
| ii kidney | 15% |
| iii spleen | 10% |
| g) Facial disfigurement provided the permanent scarring affects at least 20% of the facial area | 2% |
| h) Benefit for any Permanent Disabling Injury not noted above will be calculated on a medical assessment by the Insurer of the degree of disability relative to this scale without reference to the Insured Person's occupation. | |

Provided that:

1. The total benefit payable shall not exceed 100% of the Benefit Amount shown in the Schedule(s) of Benefits for each Insured Person in respect of any one Accident.
2. If benefit is payable for Loss of or Loss of use of a Limb then benefits for parts of that limb cannot also be Claimed.

C. Hospital Confinement

The total benefit payable shall not exceed the maximum Benefit Amounts shown in the Schedule(s) of Benefits for each Insured Person in respect of any one Accident.

Aggregate Limit of Liability

The Insurer shall not be liable for any amount in excess of £5,000,000 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.

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 by the Insured Person's personal representatives that if the belief is subsequently found to be wrong such Death Benefit shall be refunded to the Insurer.

Exposure

If an Insured Person suffers Bodily Injury as a result of unavoidable exposure to the elements the Insurer will consider it as having been caused by an Accident.

Specific Definitions applicable to this Section

Benefit Period shall mean the total period (but not necessarily consecutive period) for which benefits are payable in respect of any one Accident to any Insured Person.

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

Loss of Limb shall mean in respect of:

1. an arm - physical severance or total loss of use at or above the wrist joint; and
2. 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:

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

Permanent Disabling Injury shall mean a disability which has lasted for at least twelve months which in the opinion of the Insurer is beyond hope of recovery and shall in all probability continue for the remainder of the Insured Person's life.

Specific Exclusions applicable to this Section

The Insurer shall not be liable:

1. If Bodily Injury
 - a) results from the Insured Person suffering from sickness or disease not directly resulting from Bodily Injury;
 - b) is suffered after the expiry of the Period of Insurance during which the Insured Person attains the age of seventy five years;
2. For disabilities arising from
 - a) Repetitive Stress (Strain) Injury or Syndrome or any gradually operating cause;
 - b) Post Traumatic Stress Disorder or any psychological or psychiatric condition.

Specific Conditions applicable to this Section

1. Any contributory degenerative condition or disability known by the Insured Person or their Parent or Legal Guardian to be in existence at the time of sustaining Bodily Injury will be taken into account by the Insurer in assessing benefits payable in respect of Death or Permanent Disabling Injury.
2. The death Benefit Amount is limited to £10,000 in respect of Insured Persons under the age of 16 years at the date of sustaining Bodily Injury.

Section 7 Personal Liability

The Insurer will indemnify 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 the Insurer 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 as the Limit of Indemnity in Schedule of Benefits A.

The Insurer 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 this 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

The Insurer will not provide indemnity 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. assumed by the Insured Person under a contract or agreement unless such liability would have attached in the absence of such contract or agreement.
3. in respect of loss of or damage to property;
 - a) belonging to the Insured Person;
 - b) held in trust by or in the care, custody or control of the Insured Person.

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

4. in respect of bodily injury loss or damage caused directly or indirectly in connection with:
 - a) the carrying on of any trade business or profession;
 - b) the ownership, possession or use of:
 - i horse-drawn or mechanically propelled vehicles (other than golf buggies used on golf courses and not on public roads);
 - 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);
 - iv animals (other than horses and domestic cats and dogs).
5. arising from the occupation or ownership, possession or occupation of land or buildings, immobile property or caravans other than temporary accommodation occupied by the Insured Person in the course of the Journey.
6. in respect of any willful or malicious act.
7. in respect of the cost of punitive or exemplary damages.
8. arising out of any act, error or omission in the organisation, supervision or management of a Journey or of the activities or pursuits undertaken during a Journey.
9. in respect of fines, liquidated damages or under any penalty clause.
10. directly or indirectly occasioned by happening through or in consequence of War.

11. in connection with the carrying on of, or engaging in any activities or volunteer work organized by, or under the auspices of, a charitable, voluntary, not for profit, social or similar organization when liability for such activities or work should reasonably be included within the organizations own Public Liability policy.

Specific Conditions applicable to this Section

1. No admission, offer, promise or indemnity shall be made without the consent of the Insurer 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 that the Insurer may require. Every letter, Claim, writ, summons and process shall be forwarded to the Insurer on receipt. Written notice shall be given to the Insurer immediately the Insured Person shall have notice of any prosecution or inquest in connection with any circumstances which may give rise to liability under this Section.
2. The Insurer may at its sole discretion in respect of any occurrence or occurrences covered by this Section pay to an Insured Person the Limit of Liability shown in Schedule of Benefits A (but deducting therefrom any sum(s) already paid) or any lesser sum for which the Claim(s) arising from such occurrence(s) can be settled and The Insurer shall thereafter be under no further liability in respect of such occurrence(s) except for the payment of Costs and Expenses incurred prior to the date of such payment and for which the Insurer may be responsible hereunder;
3. The Insured Person shall as though they were the Group Policyholder observe, fulfil and be subject to the terms, Specific Exclusions and Specific Conditions of this Section.
4. If at the time of the happening of any occurrence covered by this Section there is any other existing insurance whether effected by the Insured Person or Policyholder or not covering the same liability the Insurer shall not be liable to indemnify the Policyholder 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.

Section 8 Overseas Legal Expenses

If during a Period of Insurance and whilst undertaking a Journey outside the United Kingdom an Insured Person sustains Accidental Bodily Injury or illness which is caused by a third party the Insurer will pay up to the Benefit Amount shown in Schedule of Benefits A to cover Legal Expenses arising out of Any One Claim.

Specific Definitions applicable to this Section

Legal Expenses shall mean:

1. fees, expenses, costs/expenses of expert witnesses and other disbursements reasonably incurred by the Legal Representatives in pursuing a Claim or legal proceedings for damages and/or compensation against a third party who has caused accidental bodily injury to or illness of an Insured Person or in appealing or resisting an appeal against the judgement of a court, tribunal or arbitrator; and/or
2. costs for which an Insured Person is legally liable following an award of costs by any court or tribunal or an out of court settlement made in connection with any Claim or legal proceedings.

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

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

Specific Exclusions applicable to this Section

In respect of each Claim under this insurance the Insurer will not pay for:

1. any Claim reported to the Insurer more than 24 months after the beginning of the incident which led to the Claim.
2. any Claim where it is the Insurers opinion that the prospects for success in achieving a reasonable settlement are insufficient and/or where the laws, practices and/or financial regulations of the country in which the incident occurred would preclude the obtaining of a satisfactory settlement or the costs of doing so would be disproportionate to the value of the Claim.
3. Legal Expenses incurred before receiving the Insurers prior authorisation in writing unless such costs would have been incurred subsequent to the Insurers authorisation.
4. Legal Expenses incurred in connection with any criminal or wilful act.
5. Legal Expenses incurred in the defence against any civil Claim or legal proceedings made or brought against the Insured Person unless as a counter Claim.
6. Fines, penalties compensation or damages imposed by a court or other authority
7. Legal Expenses incurred for any Claim or legal proceedings brought against:
 - a) a tour operator, travel agent, carrier, insurer or their agents where the subject matter of the Claim or legal proceedings is eligible for consideration under an Arbitration Scheme or Complaint Procedure; or
 - b) The Insurer or their agents; or
 - c) the Group Policyholder.
8. Actions between Insured Persons or pursued in order to obtain satisfaction of a judgement or legally binding decision.
9. Legal Expenses incurred in pursuing any Claim for compensation (either individually or as a member of a group or class action) against the manufacturer, distributor or supplier of any drug, medication or medicine.
10. Legal Expenses chargeable by the Legal Representatives under contingency fee arrangements.
11. Legal Expenses incurred where an Insured Person has:
 - a) failed to co-operate fully with and ensured that the Insurer was fully informed at all times in connection with any Claim or legal proceedings for damages and or compensation from a third party; or

- b) settled or withdrawn a Claim in connection with any Claim or legal proceedings for damages and or compensation from a third party without the agreement of the Insurer.
In such circumstances the Insurer shall be entitled to withdraw cover immediately and to recover any fees or expenses paid to the Insured Person.
12. Legal Expenses incurred after an Insured Person has not:
- a) accepted an offer from a third party to settle a Claim or legal proceedings where the offer is considered reasonable by the Insurer; or
 - b) accepted an offer from the Insurer to settle a Claim.
13. Legal Expenses which the Insurer considers unreasonable or excessive or unreasonably incurred.

Special Conditions applicable to this Section

1. Legal Representatives must be qualified to practice in the Courts of the country where the event giving rise to the Claim occurred or where the proposed defendant under this Section is resident.
2. The Insured Person has the right to select and appoint a Legal Representative of their choice to represent them in any legal inquiry or legal proceedings (provided any appointment of a Legal Representative is not on a contingency fee basis, where the Legal Representative charges a proportion of the amount recovered as a fee). The Insured Person shall provide the Insurer with details of the selected Legal Representative's name and address. The Insurer may provide information about Legal Representatives in the Insured Person's local area if asked to do so.
3. The Legal Representatives and the Insured Person must co-operate fully with and ensure that the Insurer is fully informed at all times in connection with any Claim or legal proceedings for damages and or compensation from a third party. The Insurer is entitled to obtain from the Legal Representative any information, document or advice relating to a Claim or legal proceedings under this Insurance. On request the Insured Person will give to the Legal Representative any instructions necessary to ensure such access.
4. The Insurers authorisation to incur Legal Expenses will be given if an Insured Person can satisfy the Insurer that:
 - a) there are reasonable grounds for pursuing or defending the Claim or legal proceedings and the Legal Expenses will be proportionate to the value of the Claim or legal proceedings; and
 - b) it is reasonable for Legal Expenses to be provided in a particular case.The decision to grant authorisation will take into account the opinion of the Legal Representatives as well as that of the Insurers own advisers. If there is a dispute, the Insurer may request, at the Insured Person's expense, an opinion of a barrister as to the merits of the Claim or legal proceedings. If the Claim is admitted, an Insured Person's costs in obtaining this opinion will be covered by this insurance.
5. If there is any dispute, other than in respect of the admissibility of a Claim on which the Insurers decision is final, the dispute will be referred to a single arbitrator who will be either a solicitor or barrister agreed by all parties, or failing agreement, one who is nominated by the current President of the appropriate Law Society. The party against whom the decision is made shall meet the costs of the arbitration in full. If the decision is not clearly made against either party the arbitrator shall have the power to apportion costs. If the decision is made in favour of the Insurer, the Insured Person's costs shall not be recoverable under the Insurance.
6. The Insurer may at their discretion assume control at any time of any Claim or legal proceedings in the name of the Insured Person for damages and or compensation from a third party.
7. All Claims within this section must be submitted to the Insurer in writing within 90 days.
8. Any Legal Expenses incurred without the written agreement of the Insurer shall entitle the Insurer to withdraw cover immediately and to recover any fees or expenses paid to the Insured Person.
9. The Insurer may at their discretion require the Insured Person to obtain at the expense of the Insured Person an opinion of a barrister agreed by the Insured Person and the Insurer as to whether or not there are reasonable grounds for continuing to pursue or defend any Claim or legal proceedings. The Insurer will pay such expense if the opinion indicates that there are reasonable grounds for pursuing or defending the Claim or legal proceedings.

10. The Insurer may at their discretion offer to settle a Claim with the Insured Person which it considers to be reasonable instead of initiating or continuing any Claim or legal proceedings for damages and/or compensation against a third party and any such settlement will be in full and final settlement of Any One Claim under this insurance.
11. The Insurer may at their discretion offer to settle a counter-Claim against the Insured Person which it considers to be reasonable instead of continuing any Claim or legal proceedings for damages and/or compensation by a third party.
12. The Insured Person shall be responsible for the repayment to the Insurer of all sums paid by the Insurer in respect of the Legal Expenses where:
 - a) an award of costs is made in favour of the Insured Person in the Claim or legal proceedings;
or
 - b) costs are agreed to be paid to the Insured Person as part of any settlement of the Claim or legal proceedings.
13. If a conflict of interest arises, where the Insurer is also the insurer of the third party or proposed defendant to the Claim or legal proceedings, the Insured Person has the right to select and appoint other Legal Representatives in accordance with Provision 2 of this Section
14. If the Legal Representatives refuse to continue acting for an Insured Person with good reason or if an Insured Person dismisses the Legal Representatives without good reason the cover the Insurer provides will end at once, unless the Insurer agrees to appoint other Legal Representatives.
15. If the Insured Person is a Child the Insurer will pay Legal Expenses incurred by the Parent or Legal Guardian acting for such Child.

Section 9 Dental Injury

If during a Period of Insurance an Accident occurs during a Journey or Effective Time (as defined in Schedule of Benefits B, if insured) and causes Dental Injury to an Insured Person the Insurer will pay up to the Benefit Amount shown in the Schedule(s) of Benefits for treatment which the Insured Person requires and which is provided within 12 months from the date of the Accident.

The total benefit payable shall not exceed the maximum Benefit Amount shown in the Schedule(s) of Benefits for each Insured Person in respect of any one Accident.

Specific Definitions applicable to this Section

Dental Injury shall mean damage to teeth, gingival tissues or alveoli resulting in mobility, luxation, subluxation or fractures of the hard tissues or injury to the soft tissues, or loss of or damage to dental prostheses whilst inside the mouth due to a force outside the mouth.

Foodstuff shall include any foreign body in food and drink.

Specific Exclusions applicable to this Section

1. The Insurer will not pay for the treatment of a Dental Injury which is:
 - a) caused by any Foodstuff while the Insured Person was consuming it;
 - b) not apparent within one week of the incident which caused the Dental Injury;
 - c) the result of ordinary deterioration, deliberate damage or wear and tear; or
 - d) not claimed for within 30 days of the incident which caused the Dental Injury.
2. The Insurer will only pay for any bridgework, crown or denture replaced which is a similar type or quality to that lost or damaged by the Dental Injury.

Section 10 Hijack

If during a Period of Insurance and during a Journey an Insured Person is the victim of a Hijack the Insurer will compensate the Policyholder on behalf of the Insured Person up to the amount shown in the Schedule of Benefits for each complete day that an Insured Person is forcibly or wrongfully detained up to the maximum amount shown

Section 11 Kidnap and Extortion

If during a Period of Insurance and during a Journey outside the United Kingdom an Insured Person is kidnapped or allegedly kidnapped the Insurer will pay or indemnify the Policyholder in respect of Kidnap and Extortion Consultants' Costs and Kidnap and Extortion Expenses up to the amount shown in the Schedule of Benefits

Specific Definitions applicable to this Section

Extortion Intimidation by a threat or a series of threats to Kidnap or cause Bodily Injury

Kidnap The wrongful abduction and detention of an Insured Person against their will or by deception by a person or group for the purpose of demanding payment of extortion/ransom monies as a condition of release

A kidnap in which more than one person is wrongfully abducted shall be considered a single kidnap

Kidnap and Extortion Consultants' Costs

The necessary and reasonable fees and expenses of the security service provider engaged by the Insurer as part of the AonProtect Assistance provision to investigate and negotiate the release of the Insured Person

Kidnap and Extortion Expenses

Includes

1. travel and accommodation costs necessarily and reasonably incurred by the Policyholder or Insured Person as a direct result of Kidnap or Extortion including travel costs necessarily and reasonably incurred in transporting an Insured Person who has been a victim of Kidnap to join their immediate family upon release
2. reasonable costs incurred for the provision of a qualified interpreter to assist the Policyholder or an Insured Person as a direct result of Kidnap or Extortion
3. costs necessarily incurred in the engagement of public relations legal and medical advisers with the consent of the Insurer

Specific Conditions applicable to this Section

- 1 AonProtect Assistance must be informed immediately or as soon as reasonably possible of any situation that may give rise to a claim
- 2 The Policyholder or their representatives must provide AonProtect Assistance with all assistance and information in a timely manner and must not make or attempt to make arrangements without the reasonable involvement and/or agreement of AonProtect Assistance
- 3 The security specialist engaged by the Insurer as part of AonProtect Assistance shall take over and control all negotiations on behalf of the Policyholder and no offer promise or payment shall be made by the Policyholder or their representatives without the express consent of the Insurer
- 4 The Policyholder will reimburse the Insurer in respect of all costs incurred for any claim handled in good faith by AonProtect Assistance and where the victim of Kidnap or Extortion is subsequently found not to be an Insured Person

Specific Exclusions applicable to this Section

- 1 Fraudulent dishonest or criminal act of the Policyholder or Insured Person
- 2 Any claim as a result of travel to location where:
 - a) prior to the commencement of the Journey warnings were issued by AonProtect Assistance or the government of the United Kingdom not to travel to the country or region and/or
 - b) after commencement of the Journey warnings to leave or evacuate had been given by AonProtect Assistance or The government of the United Kingdom or any appropriate legally empowered regulatory government or local authority in the country or region in which the Insured Person is travelling and such warnings had not been heeded
- 3 Any claim for the Kidnap that occurs in Afghanistan, Columbia, Iraq, Mexico, Nigeria, Pakistan, Somalia, Venezuela or Yemen
- 4 Any claim for the Kidnap of a Child by its Parent or Legal Guardian
- 5 Any claim for an Insured Person whilst located in the United Kingdom

Section 12 Political Evacuation

If during the Period of Insurance and whilst an Insured Person is on a Journey outside the United Kingdom an Insured Event occurs the Insurer will indemnify the Policyholder on behalf of the Insured Person for Evacuation Expenses up to the amount shown in the Schedule of Benefits

Specific Definitions applicable to this Section

Evacuation Expenses

Additional travel accommodation and other expenses necessarily and reasonably incurred by the Policyholder or Insured Person in evacuating the Insured Person to the United Kingdom or nearest place of safety.

Insured Event

The necessary emergency evacuation of an Insured Person from a country or a region within a country in which they are travelling other than the United Kingdom as recommended by

- 1 the British Government through the Foreign and Commonwealth Office
- 2 any legally authorised regulatory governmental or local authority in the country or region within a country in which the Insured Person is travelling
- 3 AonProtect Assistance

Or

Any legally authorised regulatory governmental or local authority in the country or region within a country in which the Insured Person is travelling declaring a state of emergency necessitating immediate evacuation formally recommending or instructing the Insured Person or certain categories of person including the Insured Person should leave the country for safety reasons.

Specific Conditions applicable to this section

AonProtect Assistance must be informed immediately of any Insured Event likely to give rise to a claim or as soon as reasonably possible thereafter

The Policyholder will be responsible for all costs relating to any claim handled by AonProtect Assistance in good faith where it is subsequently found that the person involved is not an Insured Person on an insured Journey

Specific Exclusions applicable to this Section

The Insurer will not pay in respect of any claim as a result of

- 1 Evacuation of an Insured Person from the United Kingdom
- 2 Any circumstances more specifically insured under the Cancellation, Cancellation & Alteration to Itinerary or Replacement Sub Section
- 3 The Policyholder or their representative violating the laws or regulations of the country in which they are travelling

- 4 Evacuation organised and undertaken without the prior consent and agreement of AonProtect Assistance
- 5 Disinclination to continue the Journey

The Insurer shall not be liable for any loss incurred where

- 1 prior to the commencement of the Journey warnings were issued by AonProtect Assistance or the government of the United Kingdom not to travel to the country or region and/or
- 2 after commencement of the Journey warnings to leave or evacuate had been given by AonProtect Assistance or the government in the United Kingdom or any appropriate legally empowered regulatory government or local authority in the country or region in which the Insured Person is travelling and such warnings had not been heeded

General Exclusions

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

1. The Insurer shall not be liable for payment of any benefit for Bodily Injury, loss or expense:
 - a) suffered or incurred after the expiry of the Period of Insurance during which the Insured Person attains the age of 75 years;
 - b) to any Insured Person who is a professional sportsperson or professional entertainer.
2. The Insurer shall not be liable for Bodily Injury loss or expense Due To:
 - a) suicide, attempted suicide or deliberate self-inflicted injury by the Insured Person regardless of the state of their mental health;
 - b) illegal acts of the Insured Person;
 - c) the Insured Person engaging in aviation as a pilot or crew member of a fixed wing or rotary propelled aircraft;
 - 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 declared or not,
 - i in the United Kingdom or the Insured Person's Country of Domicile;
 - ii between any of the Major Powers;
 - iii in Europe in which one or more of the Major Powers or their armed forces are engaged;
 - iv in Europe involving forces acting for any international authority;
 - f) an Insured Person travelling to a country which is or whose armed forces are engaged in War within its own borders where that part of a Journey commences after the outbreak of such War.
3. The Insurer shall not accept liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from
 - a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
4. The insurer will not pay any claims
 - a) which would result in the insurer 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 ~~ACE's Customer Services Team on 0345 841 0058~~[your broker](#) 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.

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

General Conditions

General Conditions to which this Policy is subject.

1. This Policy, Policy Schedule and Schedule(s) of Benefits 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 their business.
3. No sum payable by the Insurer under this Policy shall carry interest unless payment has been unreasonably delayed by the Insurer following receipt of all the required certificates, information and evidence necessary to support the claim.
Where interest becomes payable by the Insurer, it will be calculated only from the date of final receipt of such certificates, information or evidence.
4. Where the Group Policyholder or an Insured Person or their personal representatives do not comply with any obligation to act in a certain way specified in this Policy the Insurer reserves the right not to pay a claim.
5. In the event of misrepresentation or non-disclosure by deliberate or reckless act or omission of any fact material to the risks insured, the Insurer may avoid this Policy from the date of that act or omission and need not return any of the premium paid. In addition, any benefit that the Group Policyholder, Policyholder or Insured Person has received under this Policy that resulted from or after any such deliberate or reckless act or omission shall immediately be repaid to the Insurer. It is for the Insurer to demonstrate that such act or omission by the Group Policyholder is deliberate or reckless.
Insurers rights in the event of misrepresentation or non-disclosure (other than by deliberate or reckless act or omission) are limited to the right to charge an additional premium and/or apply additional terms from the date of such act or omission, which could reasonably have been demanded had such misrepresentation or non-disclosure not occurred.
However, if the Insurer can show that, had the breach not occurred, they would not have entered into this Policy or, if applicable, into a variation of this Policy, on any terms or at any premium, the Insurer may avoid this Policy, or such variation of this Policy, from the date of the breach and shall promptly return to the Group Policyholder the premium received for this Policy, or such variation of this Policy, as at the date of the breach. Any claim monies paid by the Insurer under this Policy, or such variation of this Policy, shall be promptly repaid by the Group Policyholder to the Insurer.
6. The Group Policyholder, Policyholder, Insured Person and the Insurer agree 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. The Group Policyholder, Policyholder, Insured Person and the Insurer 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.
7. Other than as stated in the Claim Provisions in respect of fraudulent claims, the Insurer may cancel;
 - a) this Policy; or
 - b) the insurance in respect of any one Insured Personby giving 30 days written notice to the Group Policyholder at their last known address and in such event the premium for the period up to the date when the cancellation takes effect shall be calculated and the Insurer shall promptly return any unearned portion of the premium paid.
8. It is hereby agreed between the Insurer, the Group Policyholder the Policyholder and the Insured Person that:
 - a) 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.
 - b) Communication of and in connection with this Policy shall be in the English language.
9. If an Insured Person is the victim of a Hijack the insurance provided by this Policy shall continue for a period not exceeding twelve months from the date of Hijack until such time as the Insured Person has returned to their place of residence.
10. The Insurer is required to notify the Group Policyholder and Policyholders that other taxes or costs may exist which are not imposed by the Insurer.

11. The Insurer reserves their right to make changes, add to the terms and/or to change the total amount payable for this insurance for legal, regulatory or taxation reasons

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

Important Information

This Policy should be read carefully to ensure that has been prepared in accordance with your requirements. If there are any queries these should be directed to your local Aon service team. This Policy should be kept in a safe place – it may be needed for reference if a claim is made.

Claim Provisions

On the happening of any occurrence likely to give rise to a claim under this Policy notice shall be given to Aon Underwriting Managers Claims Department as soon as reasonably possible after the date of the occurrence.

Postal address Aon Underwriting Managers Claims Department
Somerset House
47-49 London Road
Redhill
Surrey RH1 1LU

Telephone +44 (0) 1737 783740 (switchboard)
Facsimile +44 (0) 1737 783709
E mail aum.claims@aon.co.uk

The Policyholder shall

At their own expense provide to the Insurer such certificates information and evidence as may be required.

Make no admission of liability without the prior consent of the Insurer.

Forward immediately to the Insurer any letter writ or other document received in connection with any claim under this Policy.

The Insurer shall

Be allowed at their expense and upon reasonable notice to the Policyholder to request a medical examination of an Insured Person if required by the Insurer and as often as the Insurer may require in connection with any claim.

Take over and conduct the defence or settlement of claims made against the Policyholder or Insured Person covered by this Policy.

Pursue all rights or remedies available to the Policyholder whether or not payment has been made hereunder.

In the event of the death of an Insured Person who is also the Policyholder the benefit payable will be paid to the estate of such Policyholder/Insured Person.

Where claims are to be settled in foreign currency the conversion rate against sterling will be based on the selling rate of exchange published in the Financial Times on the day nearest to the date of loss or as otherwise paid via documented credit card transaction or as agreed in advance in writing with the Insurer.

In the event of a fraudulent claim by the Group Policyholder, an Insured Person or any other person or party entitled to benefit under this Policy, or anyone acting on their behalf, the Insurer

- a) is not liable to pay the claim;
- b) may recover from the Group Policyholder any sums paid in respect of the claim;

- c) may cancel this Policy from the date of the fraudulent act and need not return any of the premium paid;
- d) is not liable for any losses occurring, or provision of other benefit under this Policy, after the date of cancellation; and
- e) may, in respect of d) above, recover from the Group Policyholder any sums paid in respect of such losses or benefit.

Provided that

1. where any claim is for indemnity or benefit to more than one person or party, the rights of the Insurer under a) and b) above are exercisable only in relation to the person or party who committed the act;
2. where a fraudulent act is committed by any person or party who is not the Group Policyholder the rights of the Insurer under c) and d) above are exercisable only in relation to the cover provided for such person or party who committed the fraudulent act.

It shall be for the Insurer to demonstrate that a claim has been made fraudulently and/or that a fraudulent act has taken place.

Any fraudulent activity may also be notified to relevant authorities and law enforcement agencies for investigation

Interest will not be added to any amount paid

Complaints Procedures

Aon Underwriting Managers are dedicated to providing a high quality service and want to maintain this at all times. If we have not delivered the service that you expect or you are concerned with the service provided we would like the opportunity to put things right.

Please direct all complaints to:

Aon Underwriting Managers Somerset House 47-49 London Road Redhill RH1 1LU

or

ACE's Customer Services Manager 200 Broomielaw Glasgow G1 4RU

Telephone 0345 841 0058 (within UK only) International +44 (0) 141 285 2999

Facsimile +44 (0) 1293 597 322 E-mail A&Hcustserv.complaints@ace-ina.com

The Financial Ombudsman Service (FOS) may be approached for assistance in limited circumstances if there is still dissatisfaction with the Insurer's final response. The limited circumstances are where the Policy is taken out by:

- 1 an individual consumer
- 2 an enterprise which employs fewer than 10 persons and has a turnover or annual balance sheet of less than £2m at the time of complaint
- 3 a charity with annual income of less than £1m
- 4 a trustee of a trust that has net asset value of less than £1m

The FOS's contact details are given below. A leaflet explaining the procedure is available on request

Financial Ombudsman Service, Exchange Tower, London E14 9SR

Telephone 0800 023 4567 (free from a fixed line phone) or
0300 123 9 123 (charged at same rate as 01 or 02 numbers on mobile phone tariffs)

Fax 020 7964 1001

Email complaint.info@financial-ombudsman.org.uk

Website www.financial-ombudsman.org.uk

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

Financial Services Compensation Scheme

Financial Services Compensation Scheme

In the unlikely event that the Insurer is unable to meet their liabilities the Policyholder may (subject to the FSCS eligibility criteria) be entitled to compensation under the Financial Services Compensation Scheme (FSCS) The relevant contact details are

Financial Services Compensation Scheme, 10th Floor Beaufort House, 15 St Botolph Street, London EC3A 7QU..

Telephone: 0800 678 1100. Fax: 020 7741 4100. Website: <http://www.fscs.org.uk>

Data Protection

AON and ACE European Group (“We, Us, Our”) are joint data controllers (as defined in the Data Protection Act 1998) and accept fully our responsibility to protect the privacy of customers and the confidentiality and security of Personal Information entrusted to Us.

In this notice, where it refers 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 we refer to ‘You’ or ‘Your’ Personal Information, this will include any information that identifies another person whose information You have provided to us (as We will assume that they have appointed You to act for them). You agree to receive on their behalf any data protection notices from Us.

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

We may transfer Your Personal Information to countries outside the EEA which may not have the same level of data protection as in the UK, but if We do, We will ensure appropriate safeguards are put in place to protect Your Personal Information.

If You ask Us, We will tell You what Personal Information We hold about You and provide it to You in accordance with applicable law. Any Personal Information which is found to be incorrect will be corrected promptly. We may monitor and/or record Your communication with Us either ourselves or using reputable organisations selected by Us, to ensure consistent servicing levels and account operation. We will keep information about You only for so long as it is appropriate.

For questions regarding Your Personal Information held by ACE European Group Limited, 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

* 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.

Other Information

AonProtect Academia Group Travel & Personal Accident Insurance is underwritten by ACE European Group Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. FRN 202803, This can be checked on the Financial Services Register at www.fca.org.uk/register or by contacting the FCA on 0800 111 6768.

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