



**Footman
James**

Motor Insurance Additional Cover

Please read this insurance policy document carefully to make sure it meets your needs.

Keep this insurance policy document in a safe place.

Arranged by:

Footman James, a trading name of Towergate Underwriting Group Limited

Towergate House

Eclipse Park

Sittingbourne Road

Maidstone

Kent

ME14 3EN

Website: www.footmanjames.co.uk

E-mail: enquiries@footmanjames.co.uk

Authorised and regulated by the Financial Conduct Authority

This Policy is arranged by Footman James. Footman James is a trading name of Towergate Underwriting Group Limited, which is authorised and regulated by the Financial Conduct Authority. Towergate Underwriting Group Limited's FCA regulated number is 313250. You can check this by viewing the FCA website at www.fca.org.uk/register or by contacting the FCA on 0800 111 6768. Any reference to 'we', 'us' and 'our' are to the insurer named on the schedule.

This is **Your** Motor Insurance Additional Cover Policy Document. Read this booklet, the **Schedule** and certificate of motor insurance carefully and keep them in a safe place.

If **You** have any questions about any of **Your** additional cover insurance documents, contact your insurance broker Footman James.

Your right to cancel

If the motor insurance and these additional cover benefits do not meet your needs, you may cancel the insurance by returning all of the documents to Footman James within 14 days of receiving them or within 14 days of the start date of your policy, whichever is later.

If you have not made a claim for a total loss under the motor policy, and you confirm that you do not know about any incident which may give rise to a claim, you will receive a return of any premium you have paid less:

- a charge for the number of days you have had cover for plus insurance premium tax; or
- £15 plus insurance premium tax; whichever is more.

If you want to cancel your cover after 14 days, the cancellation terms set out in the general conditions of your motor insurance policy document will apply. You will also have to pay any cancellation charges made by Footman James. Please see the Footman James' Notice to Clients document for details of those charges.

Unless we have agreed otherwise with you, English law will govern this insurance.

Complaints

If you have cause to complain, please phone Footman James on 0843 357 1232 or write to the Managing Director at Footman James. You can find the address on the front page of your policy documents. Footman James will send you details of who will be dealing with your complaint. If you would like a copy of Footman James's complaints procedure, phone 0843 357 1232 or write to the address shown on the front of your policy documents.

If your complaint needs a response from us, Footman James will send us details of your complaint and give you our contact details. If you would like a copy of our complaints procedure, please write to us at the address shown in your motor insurance additional cover schedule. Footman James can also give you our address and phone number.

If your insurance is with an underwriter at Lloyd's (this information can be found on your schedule or certificate of insurance) and you are still not satisfied with the way your complaint has been dealt with, you may ask the Policyholder and Market Assistance Department at Lloyd's to review your case.

The address is:

Policyholder and Market Assistance

Lloyd's Market Services

G6/86

One Lime Street

London

EC3M 7HA.

Phone: 020 7327 5693

Fax: 020 7327 5225

Email: complaints@lloyds.com

If you are not satisfied, you may be able to refer your complaint, at any time, to:

Financial Ombudsman Service

South Quay Plaza

183 Marsh Wall

London, E14 9SR.

Phone: 0800 023 4567 (from landlines) or 0300 123 9123 (from mobiles)

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

These actions do not affect your rights to take legal action if necessary.

Motor Insurance Additional Cover

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This Document is a legally binding contract of Insurance between **You** (the Insured) and **Us** (the Insurer). The contract does not give, or intend to give, rights to anyone else. No one else has the rights to enforce any part of this contract. **We** may cancel or change any part of the contract without getting anyone else's permission. **You** must ensure that all of the information **You** have provided to **Us** in the proposal form, over the telephone, on claims forms and other documents is true, complete and accurate. **You** should note that providing incomplete, false or misleading information could affect the validity of **Your** insurance policy with **Us** and may mean that all or part of a claim may not be paid. **We** have agreed to insure **You** under the terms, conditions and exceptions contained in this booklet or in any **Endorsement** applying to this booklet. The insurance provided by this document covers loss, damage or injury that happens during any period of insurance for which **You** have paid, or agreed to pay the premium.

If the insurance is provided by underwriters at Lloyd's, each underwriter is only liable for their own share of the risk and not for each other's share. **You** may ask for ask for the names of the underwriters and the share of the risk each has taken on.

We and Footman James are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **We** (or they) cannot meet **our** (or their) liabilities under this insurance. This depends on the type of business and the circumstances of the claim. **You** can get more information about the compensation scheme arrangements from the FSCS website at www.fscs.org.uk or by writing to the Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St. Botolph Street, London, EC3A 7QU.

Data Protection Notice

It is a condition of this insurance that you read and accept the terms in this data protection notice. You should show this notice to anyone covered by the insurance.

This notice explains how we may use your details and tells you about the systems and lists we (and others) have in place to detect and prevent fraud.

You must tell us about any incident (such as an accident, fire or theft), whether or not you will make a claim. When you tell us about an incident, we will pass information about it to the relevant agencies. We may search the databases held by those agencies when you apply for insurance or make a claim.

We and Footman James may record phone calls and use the recordings to prevent fraud, for staff training and for quality-control purposes.

Motor Insurance Database

Information about your insurance policy will be added to the Motor Insurance Database (MID) managed by the Motor Insurers' Bureau (MIB). MID and the information stored on it may be used by certain legal or authorised bodies (including the police, the DVLA, the DVANI, the Insurance Fraud Bureau and other bodies authorised by law) for purposes including but not limited to electronic licensing, continuous insurance enforcement, law enforcement (preventing, detecting, apprehending and prosecuting offenders), providing government services and other services aimed at reducing uninsured driving. If you are involved in a road traffic accident (either in the UK, the EEA or certain other territories), insurers and the MIB may search the MID to get relevant information. People (including their appointed representatives) considering or making a claim after a road traffic accident (including citizens of other countries) can also get relevant information which is held on the MID. It is vital that the MID holds your correct registration number. If it is not shown correctly on the MID, there is a risk that your vehicle could be seized by the police. You can check that your correct vehicle details are on the MID by visiting the website at www.askmid.com. You should show this notice to anyone insured to drive the vehicle covered under the policy.

Preventing and detecting fraud and claims history

Fraudulent insurance applications and claims increase premiums for all policyholders. To prevent and detect insurance-related fraud we may check your details with national fraud prevention agencies and databases including Insurance Hunter, Motor Insurance Anti Fraud and Theft Register, Claims and Underwriting Exchange and the Motor Insurance Database.

If you give us false or inaccurate information and we identify fraud, we will pass your details to fraud protection agencies. Law enforcement agencies may also access and use this information. Insurers and other organisations may also access and use this information to prevent fraud and money laundering, for example, when:

- checking details on applications for credit and credit-related or other facilities;
- managing credit and credit related accounts or facilities;
- recovering debt;
- checking details on proposals and claims for all types of insurance; and
- checking details of job applicants and employees.

Please contact us if you would like details of the agencies we use.

We and other organisations may access and use, from other countries, the information recorded by fraud prevention agencies.

General Definitions

Certain words have special meanings that apply wherever they appear in this Document or ***Your Schedule***. To help ***You*** identify these words they always appear in bold italic type in the Document.

These words and their meanings are shown below. More words and their meanings are shown at the beginning of other sections of this Document. For those words the meaning only applies within that section.

Endorsement

A change in the terms of this insurance which replaces the standard insurance wording.

Insured vehicle

The vehicle specified in the current certificate of motor insurance issued by Footman James. It also includes any trailer or caravan attached to this vehicle.

Period of insurance

The period for which ***We*** have agreed to cover ***You*** and for which ***You*** have paid or agreed to pay the premium.

Schedule

The latest ***Schedule*** issued by ***Us*** as part of ***Your*** Insurance Document.

We, Our, Us

The Insurer named in the ***Schedule***.

You, Your

The person or persons named as the Insured in the ***Schedule***.

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Please note **Your** insurance has several sections. Please check **Your Schedule** to see which are in force.

Section One - Legal Protection

(*Your Motor Insurance Additional Cover Schedule* will confirm if this section is in force)

Name of Insurance undertaking

AmTrust Europe Limited, Market Square House, St James's Street, Nottingham NG1 6FG, company registration number 1229676, who underwrite this section, is authorised and regulated by the Financial Conduct Authority.

After a motor accident.

If **You** are involved in a motor accident, remember to write down as many details as possible, including the names and addresses of anyone who may have seen the accident. Make sure this information is entered on the motor accident report form supplied by Footman James.

In situations where the accident is not **Your** fault Footman James will pass the information to **Us**.

Alternatively **You** can contact **Us** on the telephone number shown on **Your Schedule**.

The meaning of the words in this Policy:

We, Us, Our:

Albany Assistance Limited of Pinesgate, Lower Bristol Road, Bath BA2 3DP acting on behalf of AmTrust Europe Limited, Market Square House, St James's Street, Nottingham NG1 6FG the underwriters of this **Policy**, and who may monitor and record calls.

You, Your:

The person named as the Policyholder in the Schedule of cover.

Insured Vehicle:

Any motor Vehicle **You** own or for which **You** are legally responsible including any caravan or trailer properly constructed to be towed by such vehicle and attached to it by normal means.

Insured Person:

You and any other person authorised by **You** to drive or to be a passenger in or on the **Insured Vehicle**.

Participating Agent:

The insurance intermediary, firm or company who are authorised to sell this **Policy** to **You** on behalf of **Us** and the underwriters.

Approved Charges:

Any liabilities incurred by an **Insured Person** under schemes **We** have approved for the provision of services reasonably required as a consequence of a **Qualifying Accident** and where **We** have consented in advance to such services being provided.

Approved Service Provider:
Helphire Limited.

Policy:
This policy of insurance

Policy Claim:
An **Insured Person's** request for indemnity under this **Policy**

Premium:
The payment which is required to be paid to the **Participating Agent** or **Us**, by **You** for the **Insured Person** to obtain benefit of this **Policy**. Such amount is to be made by **You** in a single payment and is to be received by the **Participating Agent** or **Us** within 14 days of the date of issue of the **Policy**, save that the **Participating Agent** or **We** may, at their absolute discretion, waive **Your** obligation to pay.

Claim:
An **Insured Person's** claim for compensation resulting from a **Qualifying Accident**.

Approved Lawyer:
A Solicitor, Counsel, or Claims Handler whom **We** approve, appointed under the terms and conditions of this **Policy** to pursue the **Claim**.

Legal Costs:
Legal costs and disbursements of civil proceedings limited to amounts which are or would be allowed on a detailed assessment where costs are payable by one party to another under the Civil Procedure Rules or any other rules which replace them from time to time.

Your Costs:
Legal Costs of pursuing the **Claim** (before or after the issue of proceedings), reasonably incurred with the **Approved Lawyer** and with **Our** prior written consent.

Another Party's Cost:
Legal Costs which an **Insured Person** is ordered by a Court to pay to **Another Party** or which are agreed by **Us** in a negotiated settlement.

Period of Insurance:
The period of cover not exceeding 12 months shown in the Schedule of cover.

Territorial Limit:
Any member state of the European Union (excluding Bulgaria, Lichtenstein, Lithuania, Poland and Romania), Switzerland or Norway except where the **Policy Claim** is for **Approved Charges**, in which case it is the United Kingdom of Great Britain and Northern Ireland (excluding the Channel Islands or the Isle of Man).

Qualifying Accident:

An accident occurring within the **Territorial Limit** during the **Period of Insurance** which causes loss or damage to an **Insured Vehicle** or its contents or death or injury to an **Insured Person**, which **We** reasonably believe could be shown to have been caused to a greater extent by the fault of **Another Party** than by the fault of the **Insured Person** except for a **Policy Claim** for **Approved Charges** in which case **We** must reasonably believe it could be shown to have been caused solely by **Another Party**.

Another Party:

The driver(s), owner(s) or any other persons(s) responsible for a vehicle insured against third party risks (other than the driver of the **Insured Vehicle**), or any other party(ies) so insured.

Relevant Occurrence:

A potential **Qualifying Accident**.

Prospects of Success:

The likelihood that a **Claim** will result (whether by court order or negotiation) in an **Insured Person** receiving an award of compensation which (after taking into account the likely contributions to be made to **Your Costs** by **Another Party**) is more than the cost of pursuing it.

Limit of Indemnity:

In respect of each **Qualifying Accident** up to the sum of £50,000 if **You** have an Accident Protection Policy Plus, or up to £100,000 if **You** have either an Accident Protection Policy 5 Star or One Call 5 Star Plus.

WHAT IS INSURED

We agree to indemnify an **Insured Person** for:

- (i) **Approved Charges** when they are required to pay them if not by then recovered from **Another Party**;
- (ii) **Your Costs** which, after using reasonable endeavours, are not recovered from **Another Party**; and
- (iii) **Another Party's Costs** subject in each case to the terms and conditions of this **Policy** and the **Limit of Indemnity**.

WHAT IS NOT INSURED

1. A **Policy Claim** where any of the following apply:
 - a) at the time of the **Qualifying Accident** the **Insured Vehicle** was being driven in circumstances constituting a criminal offence (whether or not prosecution ensued) and **We** consider that the **Claim** has been prejudiced as a result; or
 - b) one **Insured Person** wishes to claim against another; or
 - c) the **Insured Person's** motor insurer repudiates the motor policy covering the **Insured Vehicle** or refuses indemnity; or
 - d) the **Insured Person** in **Our** reasonable opinion prejudices any **Claim**; or
 - e) the **Insured Person** unreasonably fails to accept the advice of the **Approved Lawyer**.
2. Any liabilities incurred by an **Insured Person** arising from a claim or counterclaim against them whether or not resulting from a **Qualifying Accident** (this is either the responsibility of the **Insured Person** or their motor insurer).
3. Any liabilities that can be recovered under any other insurance.
4. Fixed penalties, fines and punitive damages awarded against an **Insured Person**.
5. In the case of an Accident Protection Policy Plus, the first £50 of each and every **Claim**.

GENERAL CONDITIONS

For the purpose of these conditions any reference to **You** or **Your** shall be deemed to include any **Insured Person**.

1. YOU MUST

- a) observe all the terms and conditions of this **Policy** as a condition precedent to **You** being entitled to any indemnity;
- b) notify **Us** within 90 days of the **Relevant Occurrence** and promptly provide **Us** (in writing if requested) with full details of both it and, if **You** wish to make one, the **Policy Claim**;
- c) take reasonable steps to minimise the amount claimed under this **Policy**;
- d) notify **Us** immediately in writing if:
 - (i) **Your** address changes; or
 - (ii) **You** become aware that as a result of the **Qualifying Accident** civil or criminal legal proceedings may be issued against **You**;
- e) send **Us** or the **Approved Lawyer** all letters, notices and communications **You** receive regarding the **Claim**;
- f) comply fully with the terms and conditions of the agreement with any **Approved Service Provider** and co-operate with them, **Us** and the **Approved Lawyer**;
- g) disclose to **Us** promptly all information **We** request concerning the **Claim** and instruct the **Approved Lawyer** to do the same;
- h) have **Your Costs** or **Another Party's Costs** taxed, assessed or audited, if requested to do so;
- i) tell **Us** or the **Approved Lawyer** at once of all offers **You** receive to settle all or part of the **Claim** and not accept any offer without **Our** written consent;
- j) attend Court if requested to do so;
- k) always act in good faith with **Us**, any **Approved Lawyer** and the **Approved Service Provider**;
- l) pursue diligently both the **Claim** and a claim for **Your Costs**;
- m) do and instruct the **Approved Lawyer** to do anything else **We** may reasonably require;
- n) pay **Us** any monies **You** receive in respect of sums which **We** have paid under the terms of this **Policy** and, but only in the event that the **Approved Lawyers** do not refund it to **Us**, any monies paid on account of **Your Costs** in excess of **Your Costs** paid by **Another Party**, from any other sums **You** receive.

2. WE MAY

- a) even before
 - (i) full and final settlement of a **Claim** or
 - (ii) any payment is made hereunder, or
 - (iii) after payment of a sum pursuant to clause 2c):exercise all rights and causes of action accruing to **You** and take over and conduct in **Your** name the prosecution, pursuit or settlement of any **Claim** and/or the defence of any claim made against **You** arising out of a **Qualifying Accident**;
- b) refuse any further indemnity if **You** do not accept what is a reasonable offer to settle a **Claim**;
- c) pay **You** all or part of the amount of a **Claim** and if so, **We** may choose whether or not to pursue recovery of that sum;
- d) cancel this insurance by giving **You** 21 days written notice and refund an appropriate proportion of the **Premium**; this will not affect any **Claims** being handled by the **Approved Lawyer** before cancellation;
- e) settle a **Claim** on such terms as **We** consider fit even if this means that **You** are unable to pursue losses arising from the **Insured Incident**
- if:
 - (i) **You** fail to give instructions to **Us** or the **Approved Lawyer** despite three written requests; or
 - (ii) **You** default in one of the situations set out in Condition 3. below;
- f) at **Our** discretion enter into arrangements with an **Approved Lawyer** under which they may render and **We** will pay interim bills in respect of **Your Costs**.

3. REFUSING INDEMNITY

If:

- a) It becomes apparent that any of this **Policy's** exclusions apply; or
- b) **You** do not comply with the conditions of the **Policy**; or
- c) **We** consider that **You** have misled **Us**, the **Approved Lawyer** or the **Approved Service Provider**; or
- d) **We** reasonably consider that **You** have failed to disclose any material facts; or

We shall be entitled to refuse indemnity under this **Policy** or, in the case where a default under a) or b) or c) above relates only to a single **Qualifying Accident**, to refuse indemnity for that **Qualifying Accident**. **We** shall write to **You**, giving **You** reasons. **You** shall immediately pay **Us** for any liabilities **We** have incurred or which **We** consider **We** will incur; **We** shall be released, as between **You** and **Us**, from any obligation to make any, or any further, payment on **Your** behalf.

4. INSUFFICIENT PROSPECTS OF SUCCESS

If at any time **We** consider a **Claim** has insufficient **Prospects of Success** or **Your** interests can be better served by other means **We** shall write to **You** explaining **Our** decision and **We** will not be required to make any further payment in respect of **Legal Costs**. If there is no barrister's opinion which supports **Our** view then within seven days of receiving **Our** letter **You** may write asking **Us** to obtain one at **Your** expense. If that opinion does not support **Our** view **We** will continue the indemnity for **Legal Costs** and pay the cost of the opinion.

5. ADDITIONAL CONDITIONS APPLICABLE TO CLAIMS FOR LEGAL COSTS

Without restricting **Our** rights in General Condition 2 a), **You** must instruct **Our** choice of **Approved Lawyer** up to the time when legal proceedings are in prospect, but if **We** agree to these taking place **You** may at any time prior to the issue of proceedings nominate a solicitor who will agree to comply with **Our** standard terms of instruction to be the **Approved Lawyer**. In making **Your** nomination **You** must have regard to the duty to keep the costs of **Your Policy Claim** to a minimum. **We** may then either ask **You** to nominate an alternative or offer **You** a choice of at least three other solicitors.

We will notify **You** promptly if at any time **We** consider **Our** interests conflict with **Yours** and **You** will then be able to nominate a solicitor in accordance with this paragraph.

6. ARBITRATION

If there is a dispute between **You** and **Us**, relating to this **Policy**, either side may refer it to the arbitration of a single arbitrator who will be either a solicitor or a barrister, to be agreed between **Us**; failing agreement, the Law Society shall name an arbitrator whose decision shall be final and binding on both sides. The arbitration will be governed by the rules set out in the Arbitration Acts then in force.

7. JURISDICTION

This **Policy** will be governed by English Law and **You** and **We** submit to the exclusive jurisdiction of the English Courts.

Section Two - Breakdown and Accident Emergency Assistance

(*Your Motor Insurance Additional Cover Schedule* will confirm if this section is in force)

Name of Insurance undertaking

Inter Partner Assistance SA (IPA), which is fully owned by the AXA Assistance Group. IPA is a Belgian firm of Avenue Louise, 166 bte 1, 1050 Brussels, which has a branch office in the UK regulated by the Financial Conduct Authority (FCA) (FCA register number 202664).

IPA's registered address in the UK is The Quadrangle, 106-118 Station Road, Redhill, Surrey, RH1 1PR (Company number FC008998). **You** can check this by calling the FCA Consumer Helpline 0800 111 6768 or by visiting their website at www.fca.org.uk

This policy is administered by AXA Assistance UK, which is regulated by the Financial Conduct Authority (FCA) (FCA register number 439069) and a member of the AXA Assistance Group. Their registered address is: The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR.

In the event of:

- A **Breakdown**; OR
- An accident; OR
- The only available driver being incapacitated,
anywhere in the United Kingdom or Europe, but within the **Territorial Limits**, **You** can telephone the emergency telephone number on **Your Schedule** for assistance.

You should have the following information available:

- **Insured Person's** full name and address
- Policy number on **Your** certificate of insurance.
- Registration number of the **Insured Vehicle**
- Make, model and colour of the **Insured Vehicle**
- Nature of the **Breakdown** or problem
- The precise location of the **Insured Vehicle**

If **You** are abroad **You** should also supply:

- The full address and telephone number where **You** are staying
- Dates of travel abroad.
- Details of any International Motor Insurance documents issued by Footman James.

Unless **You** arrange with **Us** on the telephone **You** must be with the **Insured Vehicle** at the estimated time that **We** advise assistance can be expected.

Emergency message service.

The emergency assistance telephone operator will forward a message to a member of **Your** family, friend or work colleague if **You** would like them to do so.

On many European motorways or Autoroutes, particularly in France, the Police answer the emergency telephones. They will arrange for a recovery vehicle to tow **You** off the motorway either to a local garage or a motorway service station.

Once **You** have been towed to a place of safety call the emergency assistance telephone number on **Your Schedule** and the recovery agent may accept **Our** guarantee of payment. **You** may be required to pay for this service immediately in which case obtain and keep a receipt.

We will then be able to arrange any other assistance **You** require.

Only by calling the emergency assistance telephone number will **You** be able to claim for the services provided.

Definitions applicable to Breakdown and Accident Emergency Assistance.

Breakdown

- (1) Mechanical or electrical failure; OR
- (2) A road accident, or damage caused by vandalism, fire, theft or attempted theft; that renders the ***Insured Vehicle*** immobile or unroadworthy

Home

The address last notified to Footman James as ***Your*** permanent residence or place where the ***Insured Vehicle*** is normally kept.

Insured Person

You, and any passenger or driver who is in the vehicle with ***Your*** permission at the time of the ***Breakdown*** (maximum 7 people including the driver).

Territorial Limit A - U.K.

The United Kingdom of Great Britain and Northern Ireland, the Isle of Man, Jersey and Guernsey.

Territorial Limit B - Elsewhere

Any member country of the European Union and Czech Republic, Hungary, Iceland, Norway, Slovakia and Switzerland; OR
The geographical area covered by the International Motor Insurance documents issued by Footman James for the ***Insured Vehicle***.

Trip

The journey planned between ***Your Home*** in the U.K. and ***Your*** intended destination abroad in ***Territorial Limit B - Elsewhere*** and return.

What is covered

Breakdown within U.K.

1 Emergency Roadside Repairs

Following the **Breakdown** of the **Insured Vehicle**;

(a) Within the **Territorial Limit A - U.K.**; AND

(b) At least one mile from **Your Home** or where the **Insured Vehicle** is usually kept;

We will pay the call out charge and up to one hour's labour costs for one of **Our** vehicle rescue operators to attend the scene of the **Breakdown** and where possible carry out emergency repairs.

2 Vehicle Recovery

If the **Insured Vehicle** cannot be repaired at the scene of the **Breakdown** within one hour, **We** will pay for the **Insured Vehicle** together with the **Insured Person** and up to six passengers to be taken:

■ To a suitable garage, normally within 15 miles, to be repaired at **Your** cost, OR,

■ If the **Insured Person** wishes, to the **Home** address.

3 Getting **You** to **Your** destination.

(a) If the **Insured Vehicle** cannot be repaired on the same day as the **Breakdown**, **We** will decide the best way of providing help and **We** will pay:

(i) The cost of transporting the **Insured Vehicle** and/or **Insured Person** to:

■ **Your** intended destination within the **Territorial Limit**; OR

■ **Home**; and to take the **Insured Vehicle** to a garage of **Your** choice within 15 miles during one complete journey; OR

(ii) An **Insured Person's** overnight hotel accommodation costs of up to £50 per person provided that the most **We** will pay for all claims arising from one **Breakdown** is £250; OR

(iii) The cost of a hire vehicle up to 1100cc, arranged by **Us** for a hire period up to 24 hours. **You** will be responsible for the return of the hire vehicle and collection of the repaired **Insured Vehicle**.

(b) If, during the journey, the **Insured Person** suffers accidental bodily injury or illness which prevents him or her from driving and there is no one else able or qualified to drive the **Insured Vehicle**, **We** will provide, and pay for, a driver to complete the journey or return the **Insured Vehicle** and passengers to **Your** intended destination.

Breakdown elsewhere.

4 Emergency Roadside Repairs

Following the **Breakdown** of the **Insured Vehicle**;

(a) Within the **Territorial Limit B - Elsewhere**; OR

(b) Between **Your Home** and the port of departure in the United Kingdom immediately prior to or after a planned **Trip** to a country outside the United Kingdom; AND

(c) At least one mile from **Your Home**,

We will pay the call out charge and labour costs for a vehicle rescue operator to attend the scene of the **Breakdown** and where possible carry out emergency repairs.

5 Vehicle Recovery

If the **Insured Vehicle** cannot be repaired at the scene of the **Breakdown** **We** will arrange for the **Insured Vehicle** together with the **Insured Person** and up to six passengers to be taken to a suitable garage for it to be repaired at **Your** cost.

The maximum amount We will pay in respect of 4 Emergency Roadside Repairs and 5 Vehicle Recovery is £250 per Trip.

6 Theft Damage

If the **Insured Vehicle** is damaged as a result of theft or attempted theft of the **Insured Vehicle** or its contents **We** will pay up to £100 per **Trip** towards the labour costs of making the **Insured Vehicle** secure.

7 Spare parts **We** will pay the costs incurred in locating and despatching the parts necessary to repair the **Insured Vehicle**

8 Getting **You** to **Your** destination

If the **Insured Vehicle** cannot be repaired locally or within eight hours or is stolen and not recovered, **We** will decide the best way to provide help and **We** will pay the cost of:

- (a) (i) Transporting the **Insured Person** and up to six passengers and their personal effects to **Your** intended destination. AND
- (ii) Returning the **Insured Person** to the repairer's premises to collect the repaired **Insured Vehicle**; or the delivery of the **Insured Vehicle** to **Your** planned destination following repairs if **You** are unable to collect it; OR
- (b) A hire vehicle during the period for which the **Insured Vehicle** is immobilised pending local repairs. The maximum amount **We** will pay is £70 per day and £750 in total; OR
- (c) Hotel accommodation for the **Insured Person** and up to six passengers (limited to bed and breakfast only) whilst awaiting completion of repairs to the **Insured Vehicle**. The maximum amount **We** will pay is £30 per person per day and up to five days in total providing your planned accommodation has been pre-paid and cannot be recovered; OR
- (d) A hire vehicle in the United Kingdom pending the return of the **Insured Vehicle** to the United Kingdom following a **Breakdown**. Subject to the **Insured Vehicle** being repatriated no less than 24 hours after the date of **Your** return. The maximum amount **We** will pay is £150.

9 Repatriation of the **Insured Vehicle**

If the **Insured Vehicle**:

- (a) Cannot be repaired locally to the **Breakdown** or the repairs cannot be completed locally before the date fixed for **Your** return to **Your Home** in the United Kingdom; OR
- (b) Having been stolen is recovered after **Your** return to **Your Home** in the United Kingdom;

We will arrange and pay for:

- The return of the **Insured Vehicle** to **Your Home** or nominated repairer in the United Kingdom; OR
- The cost of a single ticket by rail and/or sea (or by air if the journey by train and/or sea exceeds 12 hours) for the **Insured Person** (or a driver nominated and appointed by **You**) to return from the United Kingdom to the place of the **Breakdown** or storage in order to drive the **Insured Vehicle** to **Your Home** in the United Kingdom.

10 Storage of the **Insured Vehicle**

We will pay up to £100 storage charges incurred for the **Insured Vehicle** whilst awaiting its repair, repatriation or legal abandonment.

11 Getting **You Home**:

- (a) If the **Insured Vehicle**;
 - (i) Cannot be repaired by the date of **Your** return to **Your Home** in the United Kingdom; OR

(ii) Is stolen and not recovered before the date of **Your** planned return to **Your Home**:

We will pay for the **Insured Person** and up to six passengers to return to the United Kingdom.

(b) If, during the **Trip**, the **Insured Person** suffers accidental bodily injury or illness which prevents him or her from driving and there is no one else able or qualified to drive the **Insured Vehicle**, **We** will provide, and pay for, a driver to complete the trip or return the **Insured Vehicle** to **Your** intended destination.

What is not covered

These exclusions apply to all insured events (1-11).

- 1 The cost of:
 - (a) Spare or replacement parts, fluids or fuel or any other materials used in repairing the **Insured Vehicle**; OR
 - (b) Any repairs carried out other than those carried out at a scene of a **Breakdown** or a claim payable under insured event 6 - Theft damage; OR
 - (c) Obtaining a spare wheel or roadside repairs where the spare wheel carried by the **Insured Vehicle** is not legal and serviceable; OR
 - (d) Replacing broken windows or keys or finding missing keys; OR
 - (e) Damage caused as a direct result of gaining access to the **Insured Vehicle** following **Your** request for assistance; OR
 - (f) Ferry crossings, parking charges, fines or toll charges other than a claim paid for repatriation of the **Insured Vehicle** under insured event 9(a); OR
 - (g) Ferry crossings or toll charges incurred by the driver of the recovery vehicle; OR
 - (h) Recovery of the **Insured Vehicle** if it is partly or completely buried in mud, snow, sand or water; OR
 - (i) Recovery of a trailer or caravan on tow unless it is less than 7.6 metres (25 feet) in length.
- 2 The **Breakdown** of the **Insured Vehicle**:
 - (a) If it has knowingly been driven in an unsafe or unroadworthy condition; OR
 - (b) Which has resulted from the lack of oil, fuel or water; OR
 - (c) Which occurs if the **Insured Vehicle** has been modified for, or is being used for, motor racing, trials or rallying or for hire or reward; OR
 - (d) Where the **Insured Vehicle** is being used unreasonably on unsuitable terrain; OR
 - (e) Where the **Insured Vehicle** is carrying more occupants or a greater weight than the manufacturers specified maximum.
- 3 **Breakdown** assistance or recovery where the **Insured Vehicle**:
 - (a) Exceeds 3,500 kilograms gross vehicle weight or 5.49 metres (18 feet) in length; OR
 - (b) Is considered to be dangerous or illegal to repair or transport.
- 4 The cost or the quality of repairs when the **Insured Vehicle** is repaired in a garage.
- 5 More than six claims for **Breakdown** recovery in any one period of insurance, nor more than two claims in any one period of insurance which arise from a common identified fault.
- 6 More than £3000 in respect of any claim, or series of claims, under insured events 4-11 arising during the same **Trip**.
- 7 Any amount under Insured Event 7 where spare parts:
 - (a) Cannot be obtained locally; OR
 - (b) Are not commercially available; OR
 - (c) Cannot be exported to the country where the **Insured Vehicle** is located.
- 8 More than the cost for legal abandonment and any Customs Duty imposed if the estimated repatriation cost exceeds the market value of the **Insured Vehicle** in the United Kingdom.
- 9 Any costs:
 - (a) Incurred before **You** have notified **Us** of the **Breakdown**; OR

- (b) Which would have been incurred had no claim arisen; OR
 - (c) Covered under any other insurance or under the service provided by a motoring organisation, or which would have been covered if this insurance did not exist; OR
 - (d) Arising from an **Insured Person's** failure to comply with **Our** instructions or the vehicle rescue operator's instructions in respect of the service being provided.
- 10 Any claim:
- (a) Arising from the driving of the **Insured Vehicle** with **Your** permission by anyone (including **You**):
 - (i) Who **You** know is disqualified from driving, or has never held a licence to drive the **Insured Vehicle**, or is prevented by law from having a licence; OR
 - (ii) Who is not complying with the conditions of the licence held; OR
 - (b) Arising from an inadequate or attempted repair carried out during the course of the same **Trip** unless **We** had approved the repair; OR
 - (c) For loss or damage to personal effects left in, on or outside the **Insured Vehicle**; OR
 - (d) For damage to the **Insured Vehicle** when it is being transported to **Your Home**; OR
 - (e) Directly or indirectly caused by or resulting from the failure, or fear of failure, of any device to recognise, interpret or process any date as its true calendar date, or to continue to function correctly beyond that date.
- 11 **Breakdowns** caused by, contributed to by or arising from:
- (a) Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel; OR
 - (b) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it; OR
 - (c) War, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, military force or coup; OR
 - (d) Pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds; OR
 - (e) Acts of terrorism as defined in the Terrorism Act 2000.

Conditions

(applicable to whole **Breakdown** and Accident Emergency Assistance Section)

- 1 An **Insured Person** must keep to the terms and conditions of this insurance.
- 2 **You** must quote **Your** policy number when telephoning for assistance and produce relevant identification on demand by the repairer, recovery specialist or other nominated agent.
- 3 **We** can take proceedings, at **Our** own expense and for **Our** own benefit, to recover any payment **We** have made under this insurance. **We** will take this action in **Your** name and **You** must co-operate with any reasonable request for assistance.
- 4 The **Insured Vehicle** shall at all times be maintained in a roadworthy condition, regularly serviced and where designed to, shall carry a serviceable spare tyre.
- 5 **We** will make every effort to provide the **Breakdown** and recovery service at all times, but **We** will not be responsible for any liability arising from failure of the service.
- 6 **You** are required to make immediate arrangements for any permanent repairs that may be necessary following temporary roadside repairs to the **Insured Vehicle** arranged by **Us**.
- 7 **We** will not be responsible for any indirect loss in connection with a **Breakdown** however it is caused.
- 8 **We** will not be responsible for any actions or costs of garages, recovery firms or emergency services carrying out work or acting on **Your** instructions or the instructions of any person acting on **Your** behalf.

- 9 Unless arranged with the vehicle rescue operator, or **Us**, **You** must be in attendance with the **Insured Vehicle** at the estimated time **We** advise that assistance can be expected.
- 10 **You** will have to pay the cost for the repair or recovery vehicle attending the **Insured Vehicle** if, after requesting assistance to which **You** are entitled, the **Insured Vehicle** is moved, recovered or repaired by any other means.
- 11 Following temporary roadside repairs to the **Insured Vehicle** or recovery to **Your** intended destination arranged by **Us**, **We** will not be liable to provide further assistance in respect of the same incident or insured event.
- 12 **We** will decide the best way of providing help.
- 13 If **You** are not prepared to accept **Our** decision or that of **Our** Agent, on the most suitable form of assistance to be provided, **We** will not pay more than £100 towards **Your** preferred form of assistance for any one **Breakdown**.

Endorsements

Important - an endorsement only forms part of the insurance if it is shown in your schedule.

- 1 Homestart
The **Breakdown** and assistance benefits will be available within one mile of **Your Home** or the address where the vehicle is normally kept; AND
 - (a) Insured event 1 Section (b); and
 - (b) Insured event 4 Section (c);do not apply.

Section Three - Personal Accident and Road Rage

(Your Motor Insurance Additional Cover *Schedule* will confirm if this section is in force)

Name of Insurance Undertaking

ACE European Group Limited, The Ace Building, 100 Leadenhall Street, London, EC3A 3BP, which is authorised and regulated by the Financial Conduct Authority.

If an **Insured Person** is the victim of an **Assault** following a road traffic accident involving the **Insured Vehicle**, which results in them suffering **Bodily Injury** or loss of or damage to their **Personal Effects** (You must notify the Police immediately);

OR

If an **Insured Person** sustains **Bodily Injury** as a result of a road traffic accident involving the **Insured Vehicle**;

The Insured Person or their personal representative should read this insurance Section to see if the nature of their loss is covered. If they wish to make a claim, they should contact **Our** Claims Service Team as soon as reasonably possible after the date of the occurrence.

Postal Address: PO Box, 4511, Dunstable, LU6 9QA

Telephone: 0845 841 0059

Facsimile: 01293 597323

Email: claims@acegroup.com

Definitions applicable to Personal Accident and Road Rage

Accident/Accidental

A sudden, identifiable, violent external event which happens by chance and which could not be expected.

Assault

An unprovoked, physical assault by an unknown third party.

Bodily Injury

Physical injury caused by an **Accident** which directly and independently of any other cause results in the death or disability of the **Insured Person** within twelve months of the date of the **Accident**.

Car-Jacking

The unlawful theft or seizing of the **Insured Vehicle** by violence and force whilst an **Insured Person** occupies it.

Emergency Dental Treatment

Emergency treatment to natural teeth carried out within seven days of the incident.

Hospital

A recognised establishment that has:

- Accommodation for resident patients; AND
- Organised facilities for diagnosis and major surgery; AND
- A 24-hour a day nursing service by registered nurses.

and is not:

- A convalescent, nursing or rest home; OR
- A convalescent, nursing, self care or rest-section unit of a **Hospital**.

Insured Person

You and any person who is driving the **Insured Vehicle** with **Your** permission and is named on the current certificate of motor insurance, and any passengers in the **Insured Vehicle**.

Loss of Limb(s)

The loss of a hand or foot by physical severance or total **Loss of Use** of an entire hand or foot.

Definitions applicable to Personal Accident and Road Rage

Loss of sight

The permanent and total ***Loss of Sight*** which **We** consider as having happened:

- In both eyes, if an ***Insured Person's*** name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist; or
- In one eye if, after correction, the degree of sight an ***Insured Person*** has left in that eye is 3/60 or less on the Snellen Scale (meaning they can see at three feet what they should be able to see at 60 feet).

Loss of use

The total and irrecoverable loss of use where the loss is continuous for 12 months and such loss of use is deemed permanent and beyond possibility of improvement.

Medical Expenses

Expenses necessarily incurred by the ***Insured Person*** for medical, ***Hospital***, surgical, manipulative, massage, therapeutic, x-ray or nursing treatment, including the cost of medical supplies and ambulance hire.

Permanent and Complete Disability

Disablement which:

- a) has lasted for at least 12 months; and
- b) in the Insurer's opinion is beyond hope of recovery; and
- c) will in all probability continue for the remainder of the ***Insured Person's*** life; and
- d) will prevent the ***Insured Person*** from engaging in or giving attention to:
 - i) paid work of any and every kind if in gainful employment;
 - ii) business profession or occupation of any and every kind, if they are not in gainful employment;
 - iii) business schooling profession or occupation of any and every kind, if they are under 16 years of age or under 18 years of age and in full time education;
- e) in respect of an ***Insured Person*** who is 65 years of age or over and is retired from employment, a disability which stops the ***Insured Person*** from performing, without assistance from another person, at least two of the following activities of daily living: eating, getting in or out of bed, dressing, toileting or walking.

Personal Effects

Articles worn, used or carried by the ***Insured Person***, excluding motor vehicles and their accessories.

Territorial limits

The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands (Jersey, Guernsey and Alderney).

War

Armed conflict between nations, invasion, act of foreign enemy, civil war, rebellion, revolution, military or usurped power.

What is covered

1. If an **Insured Person** sustains **Bodily Injury** as a direct result of :

- (a) a road traffic accident
- (b) an **Assault** following a road traffic accident
- (c) **Car Jacking**

involving the **Insured Vehicle** during the **Period of Insurance**, **We** will pay the **Insured Person** or their legal representatives, the following benefits:

- | | |
|---|---------|
| (i) Accidental death | £10,000 |
| (ii) Permanent and Complete Disability | £10,000 |
| (iii) Loss of Limb(s) | £10,000 |
| (iv) Loss of Sight | £10,000 |

We will not pay more than one of benefits (i) to (iv) shown above for **Bodily Injury** to an **Insured Person** arising from the same **Accident**. The most **We** will pay is £10,000 for any one **Insured Person** for the same **Accident**.

2. Permanent Scarring resulting from **Burns**

If an **Insured Person** sustains **Bodily Injury** as a direct result of:

- (a) a road traffic accident involving the **Insured Vehicle**, or
- (b) an **Assault** following a road traffic incident involving the **Insured Vehicle**, or
- (c) **Car Jacking** of the **Insured vehicle**

during the **Period of Insurance** which results in the **Insured Person** suffering disfigurement or scarring from **Burns** as specified below, **We** will pay the appropriate benefit amount:

Face:

- | | |
|---|------|
| i. Minimum Benefit (at least one square cm or two cm in length) | £250 |
| ii. Maximum Benefit (whole area of Face) | £500 |

Body:

- | | |
|---|--------|
| 4.5% to 24% of the total Body surface area | £750 |
| 25% or more of the total Body surface area | £1,000 |

Maximum payable £1,000 in total to an **Insured Person** for **Burns** arising from the same **Accident**.

The benefit amount payable will not take into account any psychological effects.

Specific Definitions applicable to this part of the policy:

Body

The head (excluding the **Face**) neck, trunk, legs and arms.

Burns

Full thickness, third degree burns resulting in a permanent scar.

Face

The area bordered by the natural hairline surrounding the forehead, the front of the ears and the lower jaw.

3. Funeral Expenses

Where **Bodily Injury** results in a valid claim for the death benefit of an **Insured Person** under this policy, **We** will pay £1,000 to assist reasonable funeral expenses in the **Territorial Limits**. This benefit is payable in addition to the death benefit.

4. Additional benefits in the event of a road rage **Assault** or **Car Jacking**

If an **Insured Person** sustains

- **Bodily Injury**; or
- Loss of or damage to their **Personal Effects**;

as a direct result of an **Assault** following a road traffic incident involving the **Insured Vehicle**, or **Car Jacking** of the **Insured Vehicle**, during the **Period of Insurance**, **We** will pay the **Insured Person**, the following benefits:

- (a) **Hospital** daily benefit £100 per complete 24 hour period of in-patient treatment, excluding the first complete 24 hour period
- (b) **Emergency Dental Treatment** £250
- (c) **Medical Expenses** £500
- (d) Stress counselling reimbursement of up to five counselling appointments with a qualified counselling professional following a valid claim under **Loss of Sight, Loss of Limb, Permanent and Complete Disability** or (a), (b), (c) above.
- (e) Personal Effects £150

What is not covered

1. We will not pay:
 - (a) Any claims for incidents or road traffic accidents that occur outside the ***Territorial Limits***.
 - (b) The first £50 of each claim for ***Hospital*** daily benefit.
 - (c) More than £3000 in total for ***Hospital*** daily benefit.
 - (d) The first £25 of each claim for:
 - (i) ***Emergency Dental Treatment***; AND
 - (ii) ***Medical Expenses***; AND
 - (iii) ***Personal Effects***.
2. Any claim for an ***Insured Person*** aged 85 or over at the start of the ***Period of Insurance***
3. ***Bodily Injury*** caused by:
 - (a) Provoked assault, fighting (except in genuine self-defence), or whilst engaged in or taking part in civil commotion or riot of any kind.
 - (b) The ***Insured Person*** being in a state of insanity (temporary or otherwise), or any psychological or psychiatric condition, or post traumatic stress disorder.
 - (c) Alcohol or drug abuse or mental illness.
 - (d) Deliberate exposure to exceptional danger (except in an attempt to save human life).
 - (e) The ***Insured Person's*** criminal act.
 - (f) Suicide, attempted suicide or deliberate self inflicted injury by the ***Insured Person***, regardless of the state of their mental health
 - (g) ***War*** in the ***Territorial Limits***
 - (h) Ionising radiations, radioactive contamination, or radiation of any kind including the radioactive, toxic or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
 - (i) Any matrimonial or family dispute.

Conditions

1. An **Insured Person** must:
 - (a) Keep to the terms and conditions of this insurance.
 - (b) Take reasonable steps to keep any amount **We** have to pay as low as possible.
 - (c) Try to prevent anything happening that may cause a claim.
 - (d) Send everything **We** ask for, in writing.
 - (e) Give **Us** full details of any claim as soon as possible and give **Us** any information **We** need.
 - (f) Submit to a medical examination at **Our** expense as often as **We** require.
 - (g) Notify the Police immediately of any **Assault** that may cause an **Insured Person** to claim under this section of the **Policy**.
 - (h) Not assign any of the benefits under this section of the Policy. **We** 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 section of the Policy.
2. If a claim is made which **You** or anyone acting on **Your** behalf knows is false, fraudulent or exaggerated, **We** will not pay the claim and the cover under this section of the Policy will end.
3. If the **Bodily Injury** sustained by the **Insured Person** is aggravated by any disability or condition which existed before the road traffic accident occurred or the **Assault** took place, then the amount **We** will pay shall be calculated as if the **Bodily Injury** had not been so aggravated.
4. All medical records, notes and correspondence relating to a claim under this section of the Policy or a pre-existing condition shall be made available on reasonable request to a medical adviser appointed by **Us**.
5. In the event of death of the **Insured Person We** shall be entitled to have a post-mortem examination carried out at **Our** expense.
6. The Contracts (Rights of Third Parties) Act 1999 or any amendment thereto shall not apply to this section of the Policy. Only **Us** and the **Insured Person** can enforce the terms of this section of the Policy. No other party may benefit from this contract as of right. This section of the Policy may be varied or cancelled without the consent of any third party.
7. Current legislation allows the parties to this contract to choose which law is used to interpret this Policy. **You** and **Us** agree that:
 - i. this section of the Policy will be governed and interpreted in accordance with the Law of England and Wales and only the English Courts will have jurisdiction in any dispute; and
 - ii. communication of and in connection with this Policy shall be in the English language.

Section Four - European Travel

(*Your Motor Insurance Additional Cover Schedule* will confirm if this section is in force)

Name of Insurance Undertaking

ACE European Group Limited, The Ace Building, 100 Leadenhall Street, London, EC3A 3BP, which is authorised and regulated by the Financial Conduct Authority

Read this section carefully before **You** make **Your Trip Abroad** to ensure that the cover given is sufficient for **Your** purposes.

If **You** suffer financial loss because:

- **Your Trip Abroad** is cancelled;

OR

- **Your** baggage is stolen or damaged; OR

- **You** are injured, become ill or die;

during **Your Trip Abroad**, **You** should read this section to see if **Your** loss is covered. If **You** are unsure, contact the telephone number on **Your Schedule** or ask Footman James.

Claims Procedure

If **You** need to make a claim please contact:

FOR MEDICAL EMERGENCIES WHILST ABROAD

IMPORTANT – IF YOU REQUIRE MEDICAL TREATMENT DURING YOUR TRIP ABROAD, YOU MUST CONTACT ACE ASSISTANCE IMMEDIATELY. IF YOU DO NOT, ACE MAY REJECT YOUR CLAIM OR REDUCE ITS PAYMENT

ACE Assistance (Telephone +44 (0) 20 7173 7798)

ACE Assistance can help in a range of different circumstances including medical emergencies. **You** should have details of this Policy, including the Policy number and **Period of Insurance** when **You** call.

Medical Emergency Service can help with

1. **Repatriation** - if the qualified medical practitioner appointed by **ACE Assistance** believes treatment in the United Kingdom, Isle of Man (or the Channel Islands if an **Insured Person** is resident in the Channel Islands) is preferable, transfer will be arranged by regular scheduled transport services, or by air or road ambulance services if more urgent treatment and/or specialist care is required during the journey.

2. **Payment of bills** - if an *Insured Person* is admitted to *Hospital Abroad*, the *Hospital* or attending doctor(s) will be contacted and payment of their fees up to the Policy limits will be guaranteed so an *Insured Person* does not have to make the payment from their own funds.
3. **Provision of medical advice** – if an *Insured Person* requires emergency consultation or treatment *Abroad*, *ACE Assistance* will provide the names and addresses of local doctors, hospitals, clinics and dentists, and its panel of doctors will provide telephone medical advice.
4. **Unsupervised Children** - if a dependant child is left unsupervised on a *Trip Abroad* because *You* are hospitalised or incapacitated, *ACE Assistance* will organise his or her return home, including a suitable escort when necessary.

FOR CLAIMS UNDER ALL TRAVEL SECTIONS, OTHER THAN EMERGENCIES ABROAD:

On the happening of any occurrence likely to give rise to a claim under this section of the Policy, *You* should contact *Our* Claims Service Team as soon as reasonably possible after the date of the occurrence.

Postal Address: PO Box 4511, Dunstable, LU6 9QA.
Telephone: 0845 841 0059
Facsimile: 01293 597323
Email: claims@acegroup.com

Definitions applicable to European Travel

Abroad

Outside the United Kingdom, Isle of Man and the Channel Islands (if **You** are resident in the Channel Islands).

Accident/Accidental

A sudden, identifiable, violent external event which happens by chance and which could not be expected.

ACE Assistance

The travel assistance and emergency medical and repatriation services arranged by **Us**

Bodily Injury

Physical injury caused by an **Accident** which directly and independently of any other cause results in the death or disability of the **Insured Person** within twelve months of the date of the **Accident**

Emergency Dental Treatment

Emergency **Treatment** to natural teeth carried out by a suitably qualified medical practitioner within seven days of the incident

Home

The address last notified to Footman James as **Your** permanent residence.

Hospital

A recognised establishment that has:

- Accommodation for resident patients; AND
- Organised facilities for diagnosis and major surgery; AND
- A 24-hour a day nursing service by registered nurses.

and is not:

- A convalescent nursing or rest home; OR
- A convalescent nursing self care or rest-section unit of a **Hospital**.
- A place to treat alcoholism or drug addiction.

Insured Person

You and any person who is driving the **Insured Vehicle** with **Your** permission and is named on the current certificate of motor insurance, and any passengers in the **Insured Vehicle**.

Loss of Limb(s)

The loss of a hand or foot by physical severance or total **Loss of Use** of an entire hand or foot.

Loss of Sight

The permanent and total loss of sight which **We** consider as having happened:

- In both eyes, if an **Insured Person's** name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist; or
- In one eye if, after correction, the degree of sight an **Insured Person** has left in that eye is 3/60 or less on the Snellen Scale (meaning they can see at three feet what they should be able to see at 60 feet).

Loss of use

The total and irrecoverable loss of use where the loss is continuous for 12 months and such loss of use is deemed permanent and beyond possibility of improvement.

Medical Emergency

- An injury; OR
- Sudden and unforeseen illness;

that requires immediate **Treatment** by a recognised medical practitioner.

Medical Expenses

- Medical, hospital, surgical, x-ray, manipulative, massage, therapeutic, and nursing **Treatment** charges; AND
- Medical supplies and ambulance hire costs that are given and prescribed by a qualified medical practitioner.

Permanent and Complete Disability

Disablement which:

- a) has lasted for at least 12 months; and
- b) in **Our** opinion is beyond hope of recovery; and
- c) will in all probability continue for the remainder of the **Insured Person's** life; and
- d) will prevent the **Insured Person** from engaging in or giving attention to:
 - i) paid work of any and every kind if in gainful employment;
 - ii) business profession or occupation of any and every kind, if they are not in gainful employment;
 - iii) business schooling profession or occupation of any and every kind, if they are under 16 years of age or under 18 years of age and in full time education;
- e) in respect of an **Insured Person** who is 65 years of age or over and is retired from employment, a disability which stops the **Insured Person** from performing, without assistance from another person, at least two of the following activities of daily living: eating, getting in or out of bed, dressing, toileting or walking.

Personal Baggage

Personal or ornamental items, including clothing and personal effects, owned and worn or carried by the **Insured Person** for personal use.

Territorial Limit

Any member country of the European Union, Croatia, Iceland, Norway, or Switzerland (including Liechtenstein); OR

The geographical area covered by the International Motor Insurance documents issued by Footman James for the **Insured Vehicle**:

Treatment

Surgical or medical procedures necessary for the cure or relief of acute illness or injury.

Trip

A journey ***Abroad*** for leisure purposes with the ***Insured Vehicle*** between ***Your Home*** in the United Kingdom, Isle of Man, Jersey or Guernsey and ***Your destination Abroad*** within the ***Territorial Limit*** commencing and returning during the ***Period of Insurance***.

The total number of days spent on ***Trips*** is limited to a maximum of 35 days in any ***Period of Insurance***, irrespective of the number of ***Trips***. Any ***Trip*** that is longer than 35 days duration is not covered under this section of the Policy.

War

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

IMPORTANT NOTE – WHEN YOUR COVER BEGINS AND ENDS

Insurance cover for Cancellation and Curtailment under Part D of this section of the Policy begins when a ***Trip*** is booked, if this Policy is in force at the time of booking, or when ***Your Period of Insurance*** for this Policy commences.

Cover under all other parts of this section of the Policy operates for a ***Trip*** that takes place during the ***Period of Insurance*** and includes travel directly to and from ***Your*** home provided the return home is completed within 24 hours of the return to the United Kingdom, Isle of Man or the Channel Islands. If ***Your*** return from a ***Trip*** is unavoidably delayed due to a valid claim under this section of the Policy, ***You*** will continue to be insured without any additional premium for the period of the delay.

A - MEDICAL EMERGENCY AND REPATRIATION SERVICE

IMPORTANT – IF YOU REQUIRE MEDICAL TREATMENT DURING YOUR TRIP ABROAD, YOU MUST CONTACT ACE ASSISTANCE IMMEDIATELY. IF YOU DO NOT, ACE MAY REJECT YOUR CLAIM OR REDUCE ITS PAYMENT

ACE Assistance (Telephone +44 (0) 20 7173 7798)

What is covered

- 1 If the ***Insured Person*** suffers a ***Medical Emergency*** or dies during a ***Trip***, then ***We*** will pay the reasonable cost of:
 - (a) ***Medical Expenses***.
 - (b) ***Emergency Dental Treatment***.
 - (c) Additional travelling and accommodation for one person, on medical advice, to stay with or escort an ***Insured Person*** to the ***Insured Person's Home***.
 - (d) Burial or cremation ***Abroad*** of a deceased ***Insured Person*** or the repatriation of the ***Insured Person's*** body or ashes to the ***Insured Person's Home***.
 - (e) On the advice and authorisation of ***ACE Assistance***:
 - (i) Repatriation of an ***Insured Person***; AND
 - (ii) A medical escort
if necessary on medical grounds, and to the United Kingdom, Isle of Man or Channel Islands (if the Insured Persons is resident in the Isle of Man or the Channel Islands)
 - (f) Additional travelling and accommodation for the spouse or common law partner accompanying the ***Insured Person*** on the ***Trip*** to return to the ***Home***.

What is not covered

- 1 More than £1,000,000 for each ***Insured Person*** on each ***Trip***.
- 2 More than £500 in total for costs incurred which were not authorised in advance by ***ACE Assistance***.
- 3 More than £1,000 for ***Emergency Dental Treatment***.
- 4 The first £50 of each claim for each ***Insured Person*** for each occurrence.

- 5 Any treatment, surgery or costs that are not medically necessary, are not authorised by **ACE Assistance**, or which in the opinion of the treating qualified medical professional can be delayed until the **Insured Person** returns home to the United Kingdom, Isle of Man or Channel Islands.
- 6 Costs of medication which the **Insured Person** is taking before, and which they will have to continue to take during, the **Trip**.
- 7 Any claim arising from **Trips** taken by the **Insured Person**:
 - (a) Who is over 80 years of age at the start of any **Trip**.
 - (b) Against the advice of any medical practitioner; OR
 - (c) For the purpose of obtaining medical **Treatment** abroad; OR
 - (d) When a terminal prognosis has been received from a medical practitioner.
- 8 Any claim arising directly or indirectly from:
 - (a) Any medical condition:
 - (i) which at the time this Policy was applied for or at any later date on which a **Trip** is booked an **Insured Person** is aware of which may result in a **Trip** being cancelled or curtailed.
 - (ii) which at the time this Policy was applied for or at any later date on which a **Trip** is booked either the **Insured Person** or any members of his/her immediate family is receiving treatment for, or is on a waiting list for, at a hospital or nursing home.
 - (b) Pre-planned or pre-known medical **Treatment** overseas.
 - (c) **Treatment** for cosmetic purposes.
 - (d) An **Insured Person** being refused travel (or having travelled) against a carriers policy on carrying passengers, or contrary to the health and safety restrictions of a carrier or any other publicly licensed sea vessel, train or coach, or their handling agents.
 - (e) The provision of dentures or artificial teeth (except emergency repairs carried out solely to alleviate stress in eating).
 - (f) Dental work involving the use of precious metals.
 - (g) cosmetic surgery, reversing cosmetic surgery, or any corrective treatment needed as a result of previous cosmetic surgery.

B - HOSPITAL DAILY BENEFIT

What is covered

If the **Insured Person** is admitted to **Hospital Abroad** following a **Medical Emergency** and **We** pay a claim under **A- MEDICAL EMERGENCY AND REPATRIATION SERVICE**, then **We** will pay £20 for each complete 24 hour period spent as an in-patient.

What is not covered

Any payment greater than £600 for each **Insured Person**.

C - PERSONAL ACCIDENT

What is covered

- 1 If the **Insured Person** sustains **Bodily Injury** during the **Trip** that is the sole cause of death, **Permanent and Complete Disability**, **Loss of Limb(s)** or **Loss of Sight** **We** will pay the **Insured Person** or their legal representatives the following benefits:
 - (a) Death:
 - (i) **Insured Persons** aged under 18 - £1,000.
 - (ii) **Insured Persons** aged 18 to 80 - £10,000.
 - (b) **Loss of Limb(s)** - £10,000.
 - (c) **Loss of Sight** - £10,000
 - (d) **Permanent and Complete Disability** - £10,000

We will not pay more than one of benefits (a) to (d) shown above for **Bodily Injury** to an **Insured Person** arising from the same **Accident**. The most **We** will pay is £10,000 for any one **Insured Person** for the same **Accident**.

What is not covered

- 1 Any claim arising from:
 - (a) Disease, infirmity, illness or physical defect which existed prior to the **Trip**; OR
 - (b) alcohol or drug abuse or mental illness
 - (c) deliberate exposure to danger (except in an attempt to save human life)
 - (d) the **Insured Person's** criminal act
 - (e) suicide, attempted suicide or deliberate self inflicted injury by the **Insured Person** regardless of the state of their mental health
 - (f) **Trips** taken by the **Insured Person** who is over 80 years of age at the start of any **Trip**.

D - CANCELLATION OR CURTAILMENT

What is covered

We will repay the **Insured Person** for expenses paid or payable for travel and accommodation that **You** do not use due to:

- 1 Events beyond Your control (or not predictable by **You**):
 - (a) At the time of booking any **Trip** during the **Period of Insurance**; OR
 - (b) After you have booked any **Trip**;
- 2 Delay for more than 12 hours of **Your**:
 - (a) Outward flight: OR
 - (b) Sea crossing; OR
 - (c) International train journey from the country of departure;
being part of a booked trip as specified on the ticket, caused by:
 - (i) Adverse weather conditions;
 - (ii) Strike or industrial action; OR
 - (iii) Mechanical breakdown of, or accident to, the aircraft, sea vessel or train in which **You** are booked to travel.

Your cancellation must be necessary and unavoidable. **You** must notify the Carrier or Travel Agent immediately **You** know the **Trip** is to be cancelled.

What is not covered

- 1 More than £500 for each **Insured Person**.
- 2 Any claim arising from:
 - (a) **You** deciding **You** do not wish to travel, unless, after **You** have booked **Your Trip**, the Foreign Office announces that travellers are recommended to avoid the country or area **You** have planned to visit.
 - (b) Any medical condition:
 - (i) which at the time this Policy was applied for or at any later date on which a **Trip** is booked an **Insured Person** is aware of which may result in a **Trip** being cancelled or curtailed.
 - (ii) which at the time this Policy was applied for or at any later date on which a **Trip** is booked either the **Insured Person** or any members of his/her immediate family is receiving treatment for, or is on a waiting list for, at a hospital or nursing home.

- (c) an **Insured Person** travelling against the advice of a medically qualified doctor or for the purpose of obtaining medical treatment, or where a terminal prognosis has been given.
 - (d) An **Insured Person** being refused travel (or having travelled) against a carrier's policy on carrying passengers, or contrary to the health and safety restrictions of a carrier or any other publicly licensed sea vessel, train or coach, or their handling agents.
 - (e) A **Trip** involving planned medical treatment.
 - (f) Labour disputes.
 - (g) The tour operator or anyone **You** have travel or accommodation arrangements with, failing to provide the arrangements.
 - (h) Government regulations or actions.
 - (i) The **Insured Person**, or any other person on whom the holiday plans depend attending a Court of Law, except:
 - (i) Under subpoena as a witness (not being an expert in any professional or advisory capacity); OR
 - (ii) Compulsory jury service.
 - (iii) Any surgery or treatment that is not medically necessary, cosmetic surgery, reversing cosmetic surgery or any corrective treatment needed as a result of previous cosmetic surgery.
- 3 Any claim which arises from:
- (a) **Your** financial circumstances except if **You** are made redundant and qualify for redundancy payments under current legislation and such redundancy was not known or anticipated at the time of booking the **Trip**.
 - (b) **You** being unable to travel due to **Your** failure to hold or obtain a valid passport and any required visa in time for the booked **Trip**.
 - (c) **Your** work commitments or amendments of **Your** holiday entitlement by **Your** employer.
 - (d) **Your** delay to notify the tour operator, travel agent, transport or accommodation provider that it is necessary to cancel a booking.
- 4 The first £10 of each claim.

E - PERSONAL BAGGAGE

What is covered

- 1 If the **Insured Person's Personal Baggage** is:
- (a) Stolen: OR
 - (b) Lost (and not recovered); OR
 - (c) Damaged: OR
 - (d) Destroyed;
- during a **Trip**, then **We** will pay up to £1000 for each **Insured Person**.
We will at **Our** option, either pay for the loss, or replace, reinstate or repair the items concerned. If **We** pay the cost of replacing the item as new, a deduction for wear, tear or depreciation will be made.
- 2 If the **Insured Person's Personal Baggage** is certified by the Carrier to have been:
- (a) Lost, OR
 - (b) Misplaced;
- for more than 12 hours on the outward journey of the **Trip**, then **We** will pay up to £100 for the purchase of essential items of clothing and toiletries.
 If the **Personal Baggage** proves to be permanently lost and **We** agree to pay for that loss, **We** will take off any amount already paid for the purchase of essential items of clothing and toiletries.

What is not covered

- 1 The first £35 of each claim.
- 2 Any claim for:
 - (a) Any item not owned by **You**.
 - (b) Theft of **Personal Baggage** from unattended motor vehicles unless:
 - (i) The items are locked out of sight in a secure luggage area, or locked luggage space at the rear of an estate or hatchback car under a top cover and out of view; AND
 - (ii) Forcible and violent means are used to enter the vehicle; AND
 - (iii) Evidence of such entry is available.
 - (c) Theft of jewellery or photographic equipment from an unattended motor vehicle or from luggage in transit.
 - (d) Loss or theft of **Your Personal Baggage** if **You** do not report the loss or theft to the police within 24 hours of discovery and get a police report.
 - (e) Loss or theft of, or damage to **Your Personal Baggage** during **Your** outward or return journey if **You** do not get a written Carrier's report.
 - (f) Replacing any undamaged item forming part of a pair or set or collection
- 3 Any claim for an amount more than £250 for:
 - (a) Any one article; OR
 - (b) Any pair or set of articles; OR
 - (c) Jewellery and photographic equipment for all **Insured Persons**.
- 4 Loss or damage:
 - (a) Of:
 - (i) Contact or corneal lenses, dentures, hearing aids, bonds, coupons, securities, stamps or documents of any kind; AND
 - (ii) Musical instruments, portable telephones, televisions, CD players, computers, typewriters and personal organisers; AND
 - (iii) Glass, china antiques and pictures; AND
 - (iv) Vehicles or accessories, boats and/or ancillary equipment; AND
 - (v) Samples, merchandise, business goods or specialised equipment relating to a trade or profession; AND
 - (vi) Sports gear whilst in use; AND
 - (vii) Money
 - (b) As a result of:
 - (i) Electrical or mechanical breakdown or derangement; OR
 - (ii) Wear and tear; OR
 - (iii) Moth or vermin; OR
 - (iv) Denting or scratching or any process of dyeing or cleaning; OR
 - (v) Confiscation or detention by Customs or other lawful officials and authorities.
- 5 Damage to fragile or brittle articles unless caused by fire or as a result of an accident to a sea going vessel, aircraft or vehicle.

F - OVERSEAS LEGAL ADVICE & EXPENSES (Maximum payable £25,000 per *Insured Person*)

Cover under this Section only applies to *Trips Abroad*.

ACE Assistance – (see the beginning of section 4 of this Policy)

You can call ACE Assistance to help you:

- get legal advice from a local English-speaking lawyer, Embassy or Consulate
- pay reasonable emergency legal expenses or bail (against your guarantee of repayment)

Note: These are non-insured facilitation services making use of ACE Assistance's wide experience and contacts. Any costs incurred must be reimbursed to ACE Assistance.

The comments contained in this box are intended to draw your attention to significant issues. They do not, in any way, form part of the contract.

DEFINITIONS

The following words and phrases will have the same special meaning in this Section wherever they appear in bold italic type and commence with a capital letter. Additional Definitions appear at the beginning of section 4 of this Policy as well.

Legal Expenses

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

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

Any One Claim

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

A. Cover

If during a **Trip** an **Insured Person** sustains bodily injury or illness which is caused by a third party **We** will pay up to a benefit amount of £25,000 to cover **Legal Expenses** arising out of **Any One Claim**.

B. Exclusions (General Exclusions apply as well)

In respect of each claim under this insurance **We** will not pay for:

- i. any Claim reported to **Us** more than 24 months after the beginning of the incident which led to the claim;
- ii. any claim where it is **Our** opinion that the prospects for success in achieving a reasonable settlement are insufficient and/or where the laws, practices and/or financial regulations of the country in which the incident occurred would preclude the obtaining of a satisfactory settlement or the costs of doing so would be disproportionate to the value of the claim;

- iii. **Legal Expenses** incurred before receiving **Our** prior authorisation in writing unless such costs would have been incurred subsequent to **Our** authorisation;
- iv. **Legal Expenses** incurred in connection with any criminal or wilful act;
- v. **Legal Expenses** incurred in the defence against any civil claim or legal proceedings made or brought against the **Insured Person** unless as a counter claim;
- vi. Fines, penalties compensation or damages imposed by a court or other authority;
- vii. **Legal Expenses** incurred for any claim or legal proceedings brought against:
 - a) a tour operator, travel agent, carrier, insurer or their agents where the subject matter of the claim or legal proceedings is eligible for consideration under an Arbitration Scheme or Complaint Procedure;
 - b) **Us** or **Our** agents; or
 - c) the **Insured Person's** employer;
- viii. Actions between **Insured Persons** or pursued in order to obtain satisfaction of a judgement or legally binding decision;
- ix. **Legal Expenses** incurred in pursuing any claim for compensation (either individually or as a member of a group or class action) against the manufacturer, distributor or supplier of any drug, medication or medicine;
- x. **Legal Expenses** chargeable by the **Legal Representatives** under contingency fee arrangements;
- xi. **Legal Expenses** incurred where an **Insured Person** has:
 - a) failed to co-operate fully with and ensure that **We** are 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 **Our** agreement. In such circumstances **We** shall be entitled to withdraw cover immediately and to recover any fees or expenses paid;
- xii. **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 **Us**; or
 - b) accepted an offer from **Us** to settle a claim;
- xiii. **Legal Expenses** which **We** consider unreasonable or excessive or unreasonably incurred.

C. SPECIAL CONDITIONS APPLICABLE TO THIS SECTION

- i. **Legal Representatives** must be qualified to practise in the Courts of the country where the event giving rise to the claim occurred or where the proposed defendant under this Section is resident.
- ii. **We** shall at all times have complete control over the legal proceedings. Outside the European Union, the selection, appointment and control of **Legal Representatives** shall rest with **Us**. Within the European Union, the **Insured Person** does not have to accept the **Legal Representatives** chosen by **Us**. The **Insured Person** has the right to select and appoint **Legal Representatives** after legal proceedings have commenced subject to **Our** agreement to the **Legal Representatives'** fee or charging rates. If there is a disagreement over this choice of **Legal Representatives** the **Insured Person** can propose **Legal Representatives** by sending **Us** the proposed **Legal Representatives'** name and address. **We** may choose not to accept the **Insured Person's** proposal but only on reasonable grounds. **We** may ask the ruling body for **Legal Representatives** to nominate alternative **Legal Representatives**. In the meantime, **We** may appoint **Legal Representatives** to protect the **Insured Person's** interests.

- iii. The **Legal Representatives** and the **Insured Person** must co-operate fully with and ensure that **We** are fully informed at all times in connection with any claim or legal proceedings for damages and or compensation from a third party. **We** are entitled to obtain from the **Legal Representatives** any information, document or advice relating to a claim or legal proceedings under this Insurance. On request the **Insured Person** will give to the **Legal Representatives** any instructions necessary to ensure such access.
- iv. **Our** authorisation to incur **Legal Expenses** will be given if an **Insured Person** can satisfy **Us** 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 **Our** own advisers. If there is a dispute, **We** 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.
- v. If there is any dispute, other than in respect of the admissibility of a claim on which **Our** 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 **Us**, the **Insured Person's** costs shall not be recoverable under the Insurance.
- vi. **We** may at **Our** 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.
- vii. All claims within this Section must be submitted to **Us** in writing within 90 days.
- viii. Any **Legal Expenses** incurred without **Our** written agreement shall entitle **Us** to withdraw cover immediately and to recover any fees or expenses paid to the **Insured Person**.
- ix. **We** may at **Our** 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 **Us** as to whether or not there are reasonable grounds for continuing to pursue or defend any claim or legal proceedings. **We** will pay such expense if the opinion indicates that there are reasonable grounds for pursuing or defending the claim or legal proceedings.
- x. **We** may at **Our** 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.
- xi. The **Insured Person** shall be responsible for the repayment to **Us** of all sums paid by **Us** 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.
- xii. If a conflict of interest arises, where **We** are also the insurers 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 the terms of this Insurance.
- xiii. If at the request of the **Insured Person Legal Representatives** cease to continue acting for the **Insured Person** **We** shall be entitled to withdraw cover immediately or agree with the **Insured Person** to appoint other **Legal Representatives** in accordance with the terms of this Insurance.

General Conditions applying to all Section Four - European Travel

- 1 An **Insured Person** must:
 - (a) Keep to the terms and conditions of this insurance.
 - (b) Take proper care of their belongings and themselves and act as if this insurance did not exist.
 - (c) Take all reasonable steps to avoid or minimise any claim.
 - (d) Notify **Us** immediately of any situation likely to result in a claim under this Policy
 - (e) Avoid deliberately putting themselves at risk except in an attempt to save human life.
 - (f) Take all reasonable steps to recover any lost or stolen articles and to identify and ensure the prosecution of the guilty persons.
 - (g) supply to **Us** at their expense all information, evidence and receipts **We** require including medical certificates signed by a medically qualified doctor, Police reports, and other reports in connection with any claim
 - (h) send **Us** any writ, summons, legal process or other correspondence received in connection with a claim immediately it is received without answering it
 - (i) not admit liability, or offer or promise to make any payment, or sell or otherwise dispose of any item or property for which a claim is being made, or abandon an item of property to **Us**.
- 2 **We** shall have the benefit of unused travel tickets in the event of a valid claim.
- 3 **We** shall have the right to:
 - (a) inspect and take possession of any time or property for which a claim is being made and handle any salvage in a reasonable manner
 - (b) take over and deal with the defence or settlement of any claim in an **Insured Person's** name and keep any amount recovered
 - (c) settle all claims in pounds sterling
- 4 **We** will make every effort to provide the services at all times, but **We** will not be responsible for any liability arising from the failure of the service.
- 5 If a claim is made which **You** or anyone acting on **Your** behalf knows is false, fraudulent or exaggerated, **We** will not pay the claim and the cover under this section of the Policy will end.
- 6 The **Insured Person** must repay, within one month of **Our** request, any costs or expenses that are not insured under this section of the Policy, which **We** pay to an **Insured Person**, or on their behalf.
- 7 The Contracts (Rights of Third Parties) Act 1999 or any amendment thereto shall not apply to this section of the Policy. Only **Us** and the **Insured Person** can enforce the terms of this section of the Policy. No other party may benefit from this contract as of right. This section of the Policy may be varied or cancelled without the consent of any third party.
8. Current legislation allows the parties to this contract to choose which law is used to interpret this Policy. **You** and **Us** agree that:
 - i. this section of the Policy will be governed and interpreted in accordance with the Law of England and Wales and only the English Courts will have jurisdiction in any dispute; and
 - ii. communication of and in connection with this Policy shall be in the English language.

What is not covered

General Exclusions applying to all Section Four - European Travel

- 1 Any claim which is covered under any other insurance, or which would have been covered if this insurance did not exist.
This exclusion does not apply to **HOSPITAL DAILY BENEFIT** or **PERSONAL ACCIDENT** benefits.
- 2 Any claim resulting from:
 - (a) Any deliberate or illegal act of the **Insured Person**; OR
 - (b) The **Insured Person's** suicide, insanity, intentional self-injury, alcoholism, drug addiction or solvent abuse or the **Insured Person** being under the influence of drink or drugs; OR
 - (c) Sexually transmitted disease; OR
 - (d) HIV (Human Immunodeficiency Virus) and/or any HIV related illness including AIDS and/or mutant derivatives or variation; OR
 - (e) Flying (other than as a fare-paying passenger on a regular scheduled airline or licensed charter aircraft).
- 3 Any claim as a result of an **Insured Person** taking part in:
 - (a) Manual work in conjunction with any profession, business or trade; OR
 - (b) Steeplechasing, polo, hunting, professional sports, mountaineering, pot holing, fighting except in self-defence, scuba diving below a depth of 30 metres, ballooning or parascending; OR
 - (c) Any race, speed or duration test or practice for such events (other than athletics); OR
 - (d) Any form of hazardous pursuits or activity except as an organised holiday interest where tuition by experts is provided; OR
 - (e) Paraskiing, luge, skeleton, ski jumping or ski racing.
- 4 Losses caused by, contributed to by or arising from:
 - (a) War or any act of War whether War is declared or not; OR
 - (b) Ionising radiations radioactive contamination or radiation of any kind including the radioactive, toxic or other hazardous properties of any explosive nuclear assembly or nuclear component thereof; OR
 - (c) Pressure waves caused by aircraft or any other aerial devices travelling at sonic or supersonic speeds.

