

ASDA Travel Insurance



This policy is underwritten by
ACE European Group Limited

ASDA

SAVING
YOU MONEY EVERY DAY

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Advice for Travellers

Important Phone Numbers

Please make a note of the following phone numbers or add them to your mobile; you may need them in an emergency or if you need to make a claim.

ACE Assistance

Medical Emergency and Referral
Services and Personal Assistance
Services

+44 (0)207 173 7814

ACE Claims

**0800 519 9940 or
+44 (0)1293 726 165**

Immunisations

You may need extra immunisations when travelling abroad. Check whether you do before travelling by visiting <http://www.immunisation.nhs.uk>, or see a copy of the Health advice for travellers information leaflet which is available at your local Post Office.

EHIC

If you are travelling to Europe you should obtain a European Health Insurance Card (EHIC) and take it with you when you travel. If you have a valid claim for medical expenses under this Policy, we will NOT deduct the excess where the cost of your claim has been reduced by your using your EHIC.

Know Before You Go

In association with the 'Know Before You Go' Campaign, we are working with the Foreign & Commonwealth Office (FCO) to do all that we can to help travellers stay safe overseas.



Before you go overseas, check out the FCO website at www.fco.gov.uk/travel. It is packed with essential travel advice and tips, and up-to-date country information. Please note: This Policy does not cover any Holiday involving travel to areas where the Foreign and Commonwealth Office has advised against 'all travel'. If you are not sure whether there is a travel warning for your destination, please check their website or call them on 0845 850 2829.

Before Booking a New Holiday

If you have bought an Annual Multi-trip policy, please check that it continues to meet your needs before booking any new holiday.

The Important Information section and Policy Schedule contain essential information on policy benefits; benefit amounts; Persons Covered; Holidays Covered and Holidays Not Covered; Covered Leisure Activities Sports and Winter Sports; Health Exclusions; Health Declaration and Change of Health.

If you have any questions, need to declare a change of health, or amend or renew your Policy, please contact us immediately and before booking your holiday.

Welcome

Thank **You** for choosing ASDA Travel Insurance.

This is **Your Holiday** Travel Insurance Policy Document which, together with **Your** Policy Schedule, the Policy summary and the information supplied when applying for this insurance, is a contract between **You** and **Us**.

In return for payment of the premium, **We** agree to insure **You** during the **Period of Insurance**, subject to the Policy Terms, Conditions and Exclusions.

The Policy Schedule shows the cover **You** have chosen and the most **We** will pay under each section.

You MUST tell **Us** if either **Your** insurance needs or any of the information **You** have given **Us** changes. A change in circumstances may affect **Your** cover, even if **You** do not think a change is significant, and **We** may need to change this Policy. **We** will update the Policy and issue a new Policy Schedule each time a change is agreed.

If **You** have any questions, do contact **Us** and **We** will be happy to help.

A handwritten signature in black ink, appearing to read 'Andrew Kendrick', with a long horizontal flourish extending to the right.

Andrew Kendrick
Chairman and CEO
ACE European Group Limited.

Important Information

The words and phrases appearing in bold type and starting with a capital letter in this Policy Document and the Policy Schedule always have the same meanings wherever they appear. These meanings are explained in the General Definitions section on Pages 40 to 43 of this Policy Document.

Your Policy and Policy Schedule

This is **Your** Travel Insurance Policy Document. **Your** Policy Document, Policy Schedule and Policy Summary sets out the terms of **Your** contract with **Us** and contain full details of

- what is covered;
- what is not covered;
- the conditions that apply;
- how to get assistance in an emergency;
- how to make a **Claim**.

Please:

- check them carefully to ensure that the cover provided meets **Your** needs;
- keep them in a safe place;
- take them (or a copy) with **You** when travelling;
- make a note of the Important Phone Numbers on page 4 of this Policy (or store them on **Your** mobile phone) and take them with **You** at all times when travelling on **Holiday**.

If **You** have any questions please contact **Us** on **0800 519 9935** or **+44 (0)1293 725803**

Persons Covered

To be covered under this Policy, **You** **MUST**:

1. be under 70 years of age on the date **You** purchase cover; and
2. be continually
 - A. resident in the **United Kingdom**;
 - and

- B. registered with a **GP** practising in the **United Kingdom**;
 - throughout the **Period of Insurance**;
 - and
3. at the time **You** applied for this Policy, have been able to make the statements **We** asked **You** to make, and which appear in **Your** Policy Schedule under the Section entitled "**Your** declaration to **Us**".

Children

Children will only be covered when they are travelling with an adult named under **Persons Insured** on the Policy Schedule.

Holidays Covered

The type of Policy **You** have chosen, Single Trip or Annual Multi-Trip, is shown on the Policy Schedule.

1. Single Trip Policy
 - A Single Trip Policy covers a **Holiday Abroad** during the **Period of Insurance** that takes place entirely within the Area of Travel stated in the Policy Schedule.
2. Annual Multi-Trip Policy
 - An Annual Multi-Trip Policy covers all **Holidays** during the **Period of Insurance** provided they meet the following conditions:
 - A. if the Area of Travel stated in the Policy Schedule is **Europe** - each **Holiday** **MUST** take place entirely within **Europe**;
 - B. no individual **Holiday Abroad** continues for more than 30 consecutive days;
 - C. **You** spend no more than 90 days in total on **Holidays Abroad** in any **Period of Insurance**;
 - D. each **Holiday** in the **United Kingdom** includes at least 2 nights spent in accommodation that is booked before the **Holiday** begins;

- E. if the optional Winter Sports Extension is shown as covered on the Policy Schedule - no more than 21 days in total in any **Period of Insurance** are spent on **Holidays** involving training for or participating in winter sports.

Holidays Not Covered

We will not cover any **Holiday**

- which involves **You** travelling specifically to obtain medical, dental or cosmetic treatment;
- where sports or activities are the main focus of, or form a significant proportion of **Your Holiday** (unless **You** have bought the optional Winter Sports Extension and are on **Holiday** specifically to take part in winter sports covered under this Policy);
- where, on the date it is booked (or commencement of the **Period of Insurance** if later), **You** or **Your Travelling Companion** are aware of any reason why it might be cancelled or **Curtailed**, or any other circumstance that could reasonably be expected to result in a claim under this policy;
- involving travel to areas where the Foreign and Commonwealth Office has advised against 'all travel'. If you are not sure whether there is a travel warning for your destination, please check their website www.fco.gov.uk or call them on 0845 850 2829;
- under an Annual Multi-Trip Policy, that does not meet the conditions detailed under **Holidays Covered**.

The Cover We Provide

The Level of Cover **You** have bought is shown in **Your** policy Schedule.

Your Policy Schedule also shows the maximum amount **We** will pay under

each Section, and whether **You** have bought cover under the optional Winter Sports Extension

All cover Sections provide cover for **Holidays Abroad**. If **You** have bought an Annual Multi-Trip Policy the following Sections also provide cover for **Holidays** within the **United Kingdom**:

Section 1.	Cancellation;
Section 4.	Personal Property;
Section 6.	Money;
Section 7.	Personal Accident;
Section 8.	Curtailed;
Section 9.	Personal Liability.

If **You** have bought **Our** Superior level of cover, cover will also apply under:

Section 16.	Hijack;
Section 17.	Scheduled Airline Failure Insurance.

If **You** have bought the optional Winter Sports Extension, it also provides cover for **Holidays** within the **United Kingdom**.

When You Are Covered

1. Cancellation cover under Section 1 begins when a **Holiday** is booked, if this Policy is in force at the time of booking, or from the Date and Time Stated in the Policy Schedule, if later, and ends when **You** leave **Your** home in the **United Kingdom** to commence **Your Holiday**.
2. Insurance cover under all other Sections operates for a **Holiday** that takes place during the **Period of Insurance** and includes travel directly to and from **Your** home in the **United Kingdom** provided the return home is completed within 24 hours of:
 - A. return to the **United Kingdom**;
 - or

- B. departure from pre-booked accommodation following a **Holiday** within the **United Kingdom** covered under an Annual Multi-Trip Policy.

When Cover Will End Automatically

1. Single Trip Policies
All cover will end when the **Period of Insurance** ends.
2. Annual Multi-Trip Policies
 - A. **Your** cover will end on the first date **Your** premium is due after **Your** 70th birthday;
 - B. **Your Partner's** cover will end on the first date premium is due after their 70th birthday or earlier if **Your** cover ends beforehand;
 - C. Cover for **Children** will end on the first date premium is due after their 18th birthday (or 23rd birthday if still in full-time education) or when any of the following occur, if earlier:
 - **Your** cover ends; or
 - **Your Child** gets married; or
 - **Your Child** stops being dependent on **You**.

If a **Holiday** continues beyond the expiry date of this Policy or a **Holiday** has been booked which begins after the expiry date of this Policy **You** must buy a new Policy if **You** wish cover to continue. If **You** do not buy a new Policy, the remaining period of the **Holiday** or any future **Holiday** which has been booked will not be covered after the expiry date of this Policy.

Automatic Extension of the Period of Insurance

If **You** cannot return home from a **Holiday** before **Your** cover ends, **Your** policy will automatically be extended at no extra charge for:

- up to 14 days if any **Public Transport** in which **You** are booked

to travel as a ticket-holding passenger is unexpectedly delayed, cancelled or **Curtailed** because of adverse weather, industrial action, or mechanical breakdown; or

- up to 30 days (or any longer period agreed by **Us** in writing before this automatic extension expires) if **You** cannot return home **Due To**:
 - **You** being injured or becoming ill or being quarantined during a **Holiday**
 - **You** being required to stay on medical advice with another **Person Insured** named on **Your** Policy Schedule who is injured or becomes ill or is quarantined during a **Holiday**.

Health Declaration and Change of Health

Please read the following carefully as it may affect the cover **We** provide and **Your** ability to **Claim** under **Your** Policy.

At the time **You** applied for this Policy, **You** made the statements **We** asked **You** to make, and which appear in **Your** Policy Schedule under the Section entitled "**Your** declaration to **Us**". These included statements relating to the health of each **Person Insured** under this Policy.

If **You** have an Annual Multi-Trip Policy, **You** also agreed to read these statements each time **You** book a new **Holiday** and that **You** would let **Us** know immediately if **You** cannot make these statements.

If a **Person Insured's** health changes after **You** made these statements and **You** can no longer make them, **You** MUST let **Us** know immediately if:

- **You** have reason to believe that **Your Holiday** may need to be cancelled or **Curtailed** or **You** are aware of any other circumstance

that could reasonably be expected to result in a claim on this Policy;

- a **Doctor** has advised **You** or any other **Person Insured** against travelling or **You** believe would do so if **You** his/her advice was sought;
- **You** or any other **Person Insured** has any medical condition for which **You** or they have received a terminal prognosis;
- **You** have an Annual Multi-Trip Policy which expires before **Your** departure date.

Provided **Your Holiday** was booked before the change of health occurred, **You** may have a valid cancellation **Claim** if **You** have to cancel **Your Holiday**, or **We** cannot provide the cover **You** require.

If **You** have an Annual Multi-Trip Policy and book a new **Holiday** without telling **Us** that **You** cannot make these statements, **We** will not cover any **Claim Due To** any **Person Insured's** change of health. If **You** tell **Us** about a **Person Insured's** change of health **We** will tell **You** if **We** can provide cover for any **Claim Due To** their change of health, and if so, whether any additional premium is required or additional terms apply. If **We** agree to cover any **Claim Due To a Person Insured's** change of health, **We** will confirm this in writing.

If **You** do not let **Us** know about a **Person Insured's** change of health, **You** may not have the cover **You** need and it may invalidate **Your** policy or reduce the amount of any Cancellation **Claim**.

Health Exclusions

1. Exclusions relating to **Your** health and the health of other **Persons Insured**:
 - A. This Policy contains exclusions

relating to **Your** health and the health of other **Persons Insured**. These appear under the General Exclusions.

- B. If **You** have declared any medical condition to **Us** that **We** cannot cover under this Policy or for which **You** have decided not to pay an additional premium to have covered under this Policy, it will be stated in **Your** Policy Schedule.

2. Exclusions relating to the health of any person on which **Your Holiday** depends.

This Policy contains exclusions relating to the health of any person on which **Your Holiday** depends.

These exclusions appear under the

- Cancellation Section;
- **Curtailment** Section;
- the Compassionate Return Section (this section only applies if **You** have bought **Our** Superior level of cover);
- optional Winter Sports Extension.

Reciprocal Health Agreements

If **You** intend to travel to

1. Europe (all EU countries plus Iceland, Liechtenstein, Norway and Switzerland)

You should obtain a European Health Insurance Card (EHIC) and take it with **You** when **You** travel.

This will allow **You** to benefit from the reciprocal health arrangements, which exist with these countries and, if **You** have a valid **Claim** for Medical Expenses under this Policy, **We** will **NOT** deduct the **Excess** where the cost of **Your Claim** has been reduced by **Your** using **Your** EHIC.

You can get obtain more information about the European

Health Insurance card, and apply for or renew **Your** EHIC:
Online at:
www.ehic.org.uk/Internet/home.do
By Phone: 0845 606 2030
By Post: Forms available at the Post Office™.

2. Australia

If **You** are a **United Kingdom** passport holder or otherwise eligible, **You** MUST register with Medicare if **You** require medical treatment in Australia (**You** can do this on arrival or after **You** have had treatment. Some treatment charges may be partially refunded by the Medicare scheme and **You** should try to make **Your Claim** while **You** are still in the country).

If **You** do not, **We** may reject **Your Claim** or reduce the amount **We** pay **You**.

Further information about getting medical treatment in Australia under the **United Kingdom's** reciprocal healthcare arrangement can be found online at www.nhs.uk under "Access to healthcare abroad", and in the 'Health Advice for Travellers' leaflet which **You** can get from the Post Office™ or downloaded from the publications section at: <http://www.dh.gov.uk>

3. Other countries outside of the European Economic Area
You may be entitled to free healthcare if you are travelling to other countries outside the European Economic Area (EEA) provided that the country in question has a reciprocal healthcare arrangement with the **United Kingdom**.

Details of countries with reciprocal healthcare arrangement with the **United Kingdom** can be found online at www.nhs.uk under "Access to healthcare abroad", and in the 'Health Advice for Travellers' leaflet which **You** can get from the Post Office™ or downloaded from the publications section at: <http://www.dh.gov.uk>

Covered Leisure Activities, Sports and Winter Sports.

You are automatically covered when training for or participating in any of the leisure activities, sports listed below, on a recreational basis during **Your Holiday**, subject to any provisions, limitations or exclusions noted by the relevant sport or activity and provided that:

- 1 **You** wear the recommended/ recognised Safety Equipment; and
- 2 **You** follow safety procedures, rules and regulations as specified by the activity organisers/providers; and
- 3 **You** are not racing or competing in or practising for speed or time trials of any kind; and
- 4 It is not the main focus of, or form a significant proportion of, **Your Holiday** (unless **You** have bought the optional Winter Sports Extension and are on **Holiday** specifically to take part in winter sports covered under this Policy).

- Archery (provided supervised by a qualified person)
- Arm Wrestling
- Badminton
- Basketball
- Beach basketball
- Beach cricket
- Beach football
- Beach volleyball
- Bocce
- Body boarding

- Bowls
- Bowling
- Canoeing, kayaking and rafting on inland waters only (excluding white water)
- Carriage or hay or sleigh rides
- Clay-pigeon shooting (provided supervised by a qualified person)
- Cricket
- Croquet
- Curling
- Cycling (except BMX and/or mountain biking)
- Deep sea fishing (excluding competitions)
- Dinghy sailing (on inland or coastal waters only)
- Dry skiing
- Elephant riding (less than 2 days)
- Fell walking
- Fencing (provided supervised by a qualified person)
- Fishing
- Footbag (hacky sack)
- Football (Association)
- Go karting (provided **You** wear a crash helmet)
- Golf
- Handball
- Hiking (up to 1,000 metres only with no guides or ropes)
- Hill walking (up to 1,000 metres only with no guides or ropes)
- Horse riding (provided no hunting, jumping or polo)
- Hot air ballooning (provided it is professionally organised, and **You** travel as a passenger only)
- Ice skating (excluding Ice hockey and speed skating)
- In line skating
- Javelin
- Jet skiing
- Korfball
- Lacrosse
- Land sailing
- Laser games
- Long jump
- Maxi-basketball
- Mini-basketball
- Motorcycling up to 125cc provided **You** wear a crash helmet, and hold a full (and not provisional) **United Kingdom** motorcycle licence if **You** are in control of the motorcycle
- Motor rallies
- Netball
- Paddleball
- Parascending (provided over water)
- Pony trekking
- Racquetball
- Rambling (up to 1000 metres, only with no guides or ropes)
- Roller skating
- Roller blading
- Rounders
- Rowing (on inland waters only)
- Safari (camera only and professionally organised)
- Sail boarding
- Sailing (on inland and coastal waters only)
- Scuba diving (to a depth not exceeding 18 meters and provided that **You** are either accompanied by a qualified instructor, or **You** are qualified and not diving alone)
- Snorkelling
- Soccer
- Squash
- Softball
- Streetball
- Surfing
- Swimming
- Table Tennis
- Tennis
- Trampolining
- Trekking (up to 1,000 metres with no guides or ropes)
- Triple jump
- Tug of war
- Twirling
- Volleyball
- Water polo
- Water skiing
- Wind surfing

- Yachting (on inland and coastal waters only)

If the optional Winter Sports Extension is shown as covered on **Your** Policy Schedule) the above list is extended to include the following winter sports provided that **You** participate on a non competitive basis only:

- Skiing on-piste
- Skiing off-piste (when accompanied by or under the instruction of a qualified local guide)
- Snow boarding on-piste
- Snow boarding off-piste (when accompanied by or under the instruction of a qualified local guide)
- Tobogganing

Please refer to General Exclusions and the relevant exclusions under each section of this Policy, which continue to apply. Please specifically note the exclusion under the Personal Liability Section relating to the ownership possession or use of vehicles, aircraft, hovercraft or watercraft firearms and buildings.

CLAIMS' CONDITIONS

(Conditions that apply to the whole Policy)

Making a Claim

1. If **You** are injured or become ill **Abroad** and need:
 - A. hospital in patient treatment, specialist treatment, medical tests, scans or to be brought back to the **United Kingdom**: **You** MUST contact **ACE Assistance** immediately on: **+44 (0) 20 7173 7814** If **You** cannot do this **Yourself**, **You** MUST arrange for a

personal representative to do this for **You**. If this is not possible because **Your** condition is serious, **You** or **Your** personal representative MUST contact **ACE Assistance** as soon as possible.

If **ACE Assistance** are not contacted, **We** may reject **Your Claim** or reduce its payment.

- B. medical treatment other than under A. above - **You** MUST follow the procedure detailed under condition 2. below. **You** can make use of the services provided by **ACE Assistance**, as appropriate (these are detailed on Page 16 of this Policy).
- C. medical treatment in Australia: **You** MUST follow the appropriate procedure detailed under A or B above. If **You** are a **United Kingdom** passport holder or otherwise eligible, **You** MUST also register with Medicare (**You** can do this on arrival or after **You** have had treatment above).

Some treatment charges may be partially refunded by the Medicare scheme and **You** should try to make **Your Claim** while you are still in the country).

If **You** do not, **We** may reject **Your Claim** or reduce the amount **We** pay **You**.

2. All other **Claims** **You** MUST notify **Us** immediately by telephone, e mail or by downloading a **Claim** form from

www.asdafinance.com/travel and sending it to **Us** as soon as possible and within 30 days of becoming aware of anything likely to result in a **Claim** (but 14 days for Scheduled Airline Failure).

A personal representative can do this for **You** if **You** cannot;

We can be contacted at:
ACE Travel Insurance Claims
PO Box 1086
Belfast BT1 9ES

Email:
asda.travelclaims@acegroup.com
Tel: **0800 519 9940** or
+44 (0)1293 726 165

We will only accept claims under section 17 Scheduled Airline Failure that are submitted up to six months after the failure. Any claim submitted after the six month period will not be processed.

Reporting Lost, Stolen or Damaged Property:

1. Lost or stolen **Personal Property**, **Money** passport or driving licence.

You MUST notify the local police within 24 hours of discovery and

- if lost or stolen from a hotel, **You MUST** notify hotel management; and
- if **Money** lost or stolen includes traveller's cheques, **You MUST** notify the local branch or agent of the issuing company; and
- provide **Us** with a copy of the original written reports.

2. **Personal Property** lost, stolen or damaged whilst in the custody of an airline or other carrier.

You MUST notify the airline or other carrier in writing within 24 hours of discovery and provide **Us** with a copy of the original written reports.

Complying with Special Conditions

You MUST comply with the Special Conditions detailed in the relevant Section of this Policy.

Supplying Details & Documents

You MUST supply at **Your** own expense any information, evidence and receipts **We** require including medical certificates signed by a **Doctor**, police reports and other reports.

Your Duty to Avoid or Minimise a Claim

You and each **Person Insured** must take ordinary and reasonable care to safeguard against loss, damage, **Accident**, injury or illness as though **You** were not insured. If **We** believe **You** or any **Person Insured** have not taken reasonable care of property, the **Claim** may not be paid. The items insured under this Policy must be maintained in good condition.

Protecting Property

You MUST take all reasonable steps to protect any item or property from further loss or damage and to recover any lost or stolen article.

Interest

We will not pay interest on any benefit payable under this Policy unless payment has been unreasonably delayed by **Us** following receipt of all the required certificates, information and evidence necessary to support the **Claim**.

Sending Us Legal Documents

You MUST send **Us** any original writ, summons, legal process or other correspondence received in connection with a **Claim** immediately it is received and without answering it.

Things You **MUST NOT** Do

You MUST NOT do the following without **Our** written agreement:

1. Admit liability
admit liability, or offer or promise to make any payment; or
2. Dispose of items
sell or otherwise dispose of any item or property for which a **Claim** is being made, or abandon any item or property to **Us**.

Recognising Our Rights

You and each **Person Insured** must recognise **Our** right to:

1. Pay, repair or replace
choose either to pay the amount of a **Claim** (less any **Excess** and up to any Policy limit) or repair, replace or reinstate any item or property that is damaged, lost or stolen;
2. Inspect & dispose of items
inspect and take possession of any item or property for which a **Claim** is being made and handle any salvage in a reasonable manner;

3. Handle a **Claim** in **Your** name take over and deal with the defence or settlement of any **Claim** in his or her name and keep any amount recovered;
4. Pay in sterling
settle all **Claims** in pounds sterling;
5. Be reimbursed promptly
be reimbursed within 30 days for any costs or expenses that are not insured under this Policy, which **We** pay to **You** or on **Your** behalf;
6. Receive medical certificates
be supplied at **Your** expense with appropriate original medical certificates where required before paying a **Claim**;
7. Carry out medical examinations
request and carry out a medical examination and insist on a post-mortem examination, if the law allows **Us** to ask for one, at **Our** expense.

Dishonesty and Fraudulent Claims

We will not be liable to pay a **Claim** and may cancel the Policy immediately in either of the following circumstances

1. Dishonesty
if a **Claim** is in any way dishonest;
2. Fraud
if **You**, any other **Person Insured** or anyone acting on **Your** or their behalf, uses fraudulent means to benefit under this Policy.

Paying Claims

1. Death
 - A. If **You** are 18 years old or over, **We** will pay the **Claim** to **Your** estate and the receipt given to **Us** by **Your** personal representatives shall be a full discharge of all liability by **Us** in respect of the **Claim**.
 - B. If **You** are aged under 18 years and covered under this Policy as the **Partner** of a **Person**

- Insured, We** will pay any **Claim** for **Accidental** death to **Your Partner**. In all other circumstances **We** will pay any **Claim** for Accidental death to **Your Parent or Legal Guardian, Your Partner's or Parent or Legal Guardian's** receipt shall be a full discharge of all liability by **Us** in respect of the **Claim**.
2. All other **Claims**
 - A. If **You** are 18 years or over, **We** will pay the **Claim** to **You** and **Your** receipt shall be a full discharge of all liability by **Us** in respect of the **Claim**.
 - B. If **You** are aged under 18 years and covered under this Policy as the **Partner** of a **Person Insured, We** will pay the **Claim** to **Your Partner** for **Your** benefit. In all other circumstances we will pay the appropriate benefit amount to **Your Parent or Legal Guardian** for **Your** benefit. **Your Partner's** or **Parent or Legal Guardian's** receipt shall be a full discharge of all liability by **Us** in respect of the **Claim**.

ACE ASSISTANCE

ACE Assistance can provide a range of assistance and medical related services when **You** are on a **Holiday Abroad**. Please make sure **You** have details of this Policy, including the Policy number and **Period of Insurance** when **You** call.

To contact **ACE Assistance** please call:

+44 (0)20 7173 7814

While **ACE Assistance** will make every effort to make sure that advice or assistance is provided promptly and in good faith it cannot accept liability for loss or damage of any kind that may

arise or result from the use, or intended use, of the **ACE Assistance - Medical Emergency and Referral Services / Personal Assistance Services**.

1. Medical Emergency and Referral Services

If **You** are injured or become ill **Abroad You MUST** contact **ACE Assistance** immediately if **You** need hospital in patient treatment, specialist treatment, medical tests, scans or to be brought back to the **United Kingdom**.

If **You** cannot do this **Yourself, You MUST** arrange for a personal representative to do this for **You**. If this is not possible because **Your** condition is serious, **You** or **Your** personal representative **MUST** contact **ACE Assistance** as soon as possible.

If **ACE Assistance** are not contacted, **We** may reject **Your Claim** or reduce its payment.

In all other circumstances **You** are entitled to use the services of **ACE Assistance** detailed below, as appropriate.

ACE Assistance - Medical Emergency and Referral Services can help with

- A. Payment of bills - if **You** are admitted to hospital **Abroad**, the hospital or attending **Doctor(s)** will be contacted and payment of their fees up to the Policy limits may be guaranteed so that **You** do not have to make the payment from **Your** own funds.
- B. Being brought back to the **United Kingdom** - if the **Doctor** appointed

by **ACE Assistance** believes treatment in the **United Kingdom** is preferable, transfer may 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.

- C. Provision of medical advice –
- I. if **You** require 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.
 - II. if necessary **ACE Assistance** will make arrangements for a **Doctor** to call, or for **You** to be admitted to hospital.
- D. Unsupervised **Children** - if a **Child** is left unsupervised on a trip **Abroad** because **You** or **Your Partner** (if shown as insured on the Policy Schedule) is hospitalised or incapacitated, **ACE Assistance** may organise his or her return home, including a suitable escort when necessary.

Please note that whilst **You** will not be charged for advice or assistance, **You** will be responsible for paying fees and charges for services provided to **You** if they are not covered as part of a valid **Claim** under this Policy.

2. Personal Assistance Services

- The services under this Section are provided by **ACE Assistance** are only available during a **Holiday Abroad**.
- These are non-insured facilitation services making use of **ACE Assistance's** wide experience and contacts. Any

costs incurred e.g. for drug replacements must be reimbursed to **ACE Assistance** unless they form part of a successful **Claim** under an appropriate Section of this Policy.

ACE Assistance - Personal Assistance Services can help with

- A. Transfer of emergency funds
Transfer of emergency funds up to £250 per trip if access to normal financial/banking arrangements are not available locally. In order to reimburse **ACE Assistance** **You** must authorise **ACE Assistance** to debit **Your** credit or charge card with the amount of the transfer, or make alternative arrangements to deposit the funds in **ACE Assistance's** account in the **United Kingdom**. If the emergency transfer is needed **Due To** theft or loss of personal money, a **Claim** may be made under the Policy.
- B. Message relay
Transmission of urgent messages to relatives or business associates if medical or travel problems disrupt a **Holiday** travel schedule.
- C. Drug replacement
Assistance with the following:
 - I. replacement of lost drugs or other essential medication, or lost or broken prescription glasses or contact lenses, which **You** cannot get **Abroad**.
 - II. sourcing and delivery of compatible blood supplies.

ACE Assistance will not pay for the replacement costs of any item or the costs of sourcing and delivering blood supplies.

- D. Tracing lost **Personal Property**
Tracing and re-delivery of **Personal Property** that has been lost or misdirected in transit if the carrier has failed to resolve the problem. (Please note: **You** must produce

written confirmation of the loss from the carrier, for example an airline would provide a document known as a property irregularity report.

- E. Replacement travel documents Assistance with the replacement of lost or stolen tickets and travel documents, and referral to suitable travel offices. **ACE Assistance** will not pay for any item.
- F. Lost credit, debit, payment, pre-payment and charge cards Giving advice on how to contact the appropriate card issuers if credit debit, payment, pre-payment and/or charge cards are lost or stolen. Data Protection legislation prevents **ACE Assistance** from contacting the card issuers directly.
- G. Emergency translation facility A translation service if the local provider of an assistance service does not speak English.
- H. Legal help Referral to a local English-speaking Lawyer, Embassy or Consulate if legal advice is needed, and arrangement of payment of reasonable emergency legal expenses or bail, against a guarantee of repayment.
- J. Children at home Medical advice and monitoring, until **You** or **Your Partner** return home, if a **Child** who has been left in the **United Kingdom** becomes ill or suffers injury.

GENERAL EXCLUSIONS

(Exclusions that apply to the whole Policy)

We will not be liable to make any payment under this Policy where

1. Eligibility
You do not meet the eligibility

criteria detailed under Persons Covered on Page 7 of this Policy.

2. **Children** travelling alone
You are a **Child** travelling or booked to travel without an adult **Person Insured** named on the Policy Schedule.
3. **Holidays** not covered
Your Holiday is described under “Holidays Not Covered”, on Page 8 of this Policy.
4. any **Claim** is **Due To**:
 - A. Undisclosed medical conditions.
Any medical condition detailed in the Policy Schedule under “**Your** declaration to **Us**” which existed at the time this Policy was purchased, which **We** were not told about, and had not agreed in writing to provide cover for.
 - B. Change of health
a change of health or where the cost of any **Claim** is increased **Due To** a change of health if the **Person Insured** has not followed the procedure detailed under “Health Declaration and Change of Health” on Page 9 of this Policy.
 - C. Not taking medication or treatment
a medical condition for which a **Person Insured** chose not to take medication or other recommended treatment as prescribed or directed by a **Doctor**.
 - D. Tropical disease where not vaccinated
Any **Claim Due To** a tropical disease where the **Person Insured** has not had the vaccinations or taken the medication recommended by the **United Kingdom** Department of Health or required by the authorities in

- the country being visited, unless they have written confirmation from a **Doctor** that they should not be vaccinated or take the medication, on medical grounds.
- E. Anxiety, stress, depression, phobia, mental or nervous disorder
a **Person Insured** suffering from any anxiety state, stress, depression, or any phobia or mental or nervous disorder, that was diagnosed before the **Period of Insurance** commenced or **Your Holiday** was booked (whichever is later).
- F. Excluded leisure activities sports and winter sports
You taking part in any of the following while on **Holiday**:
- I. any leisure activities, sports or winter sports not specifically covered under “Covered Leisure Activities, Sports and Winter Sports”
 - II. any leisure activities, sports or winter sports in a professional capacity or for financial reward or gain.
 - III. competitive winter sports
 - IV. air travel unless **You** are travelling as a fare paying passenger in a fixed wing aircraft which is provided by a licensed airline or air charter company, or it is specifically covered as an activity under “Covered Leisure Activities, Sports and Winter Sports” under this Policy.
 - V. business of any description
- G. Currency
currency exchange.
- H. Illegal acts
any illegal act by **You**.
- I. Misuse of alcohol/drugs
 - A. **Your** misuse of alcohol or solvents; or ingesting drugs except for drugs which are properly prescribed; or
 - B. **Your** driving a vehicle of any kind whilst the alcohol level in **Your** blood exceeds the legal limit of the country where **You** are driving.
 - J. Suicide/self-injury
 - I. **Your** suicide, attempted suicide or deliberate self-inflicted injury regardless of the state of **Your** mental health; or
 - II. **Your** needless self-exposure to danger except in an attempt to save human life.
 - K. Radiation
 - I. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste resulting from the combustion of nuclear fuel; or
 - II. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.
 - L. Sonic waves
pressure waves from aircraft and other airborne devices travelling at sonic or supersonic speeds.
 - M. **War**
War or any act of **War** whether **War** is declared or not.

COVER

SECTION 1. Cancellation

What is covered

We will refund **You** unused travel and/or accommodation costs up to the amount stated in the Policy Schedule (including ski hire, ski school and ski lift passes if the optional Winter Sports Extension is shown as covered on the Policy Schedule) which **You** have paid or are contracted to pay and which cannot be recovered from any other source if it becomes necessary to cancel a **Holiday Due To**:

1. **You, Your Travelling Companion** or someone **You** have arranged to stay with on **Holiday**:
 - A. dying; or
 - B. being seriously injured; or
 - C. suffering sudden illness; or
 - D. suffering from complications in pregnancy (as diagnosed by a **Doctor** or specialist in obstetrics); or
 - E. being compulsorily quarantined on the orders of a treating **Doctor**;
provided that such cancellation is confirmed as medically necessary by the treating **Doctor**.
2. **You** or **Your Travelling Companion's Immediate Family Member or Close Business Colleague**:
 - A. dying; or
 - B. being seriously injured; or
 - C. suffering sudden and serious illness; or
 - D. suffering from complications in pregnancy (as diagnosed by a **Doctor** or specialist in obstetrics);
provided that such cancellation is confirmed as medically necessary by a **Doctor**.
3. the compulsory jury service or

subpoena of **You** or **Your Travelling Companion**.

4. **You** or **Your Travelling Companion** being made redundant and registered as unemployed.
5. serious fire storm or flood damage to **You** or **Your Travelling Companion's** home; provided that such damage occurs within the 7 days immediately prior to commencement of **Your Holiday**.
6. the police requiring **You** or **Your Travelling Companion's** presence following a burglary or attempted burglary at **You** or **Your Travelling Companion's** home.

What is not covered

1. Any **Claim Due To**
 - A. any serious, chronic or recurring medical condition affecting any person upon whom **Your Holiday** depends that was diagnosed before **Your Holiday** was booked (or commencement of the **Period of Insurance** if later), and which could result in **You** having to cancel **Your Holiday**;
 - B. jury service or subpoena if **You** or **Your Travelling Companion** are called as an expert witness or where **You** or their occupation would normally require a Court attendance;
 - C. redundancy where **You** or **Your Travelling Companion**:
 - I. were unemployed or knew that **You** or they may become unemployed, at the time the **Holiday** was booked;
 - II. are voluntarily made redundant or made redundant as a result of misconduct or following resignation;
 - III. are self-employed or a contract worker;

- D. any adverse financial situation causing **You** to cancel **Your Holiday**;
 - E. **You** or **Your Travel Companion(s)** deciding that **You** do not want to travel.
2. Any loss, charge or expense **Due To**:
- A. a delay in notifying the tour operator, travel agent, or transport or accommodation provider that it is necessary to cancel a booking;
 - B. prohibitive regulations by the government of any country.
3. Any charge or expense paid for with, or settled using, any kind of promotional voucher or points, timeshare, holiday property bond or holiday points scheme, or any **Claim** for management fees, maintenance costs or exchange fees associated in relation to timeshares or similar arrangements.
4. The **Excess**.

SECTION 2. Medical and Additional Expenses

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

What is covered

If during a **Holiday Abroad You**:

- 1. are injured; or
- 2. become ill (including complications in pregnancy as diagnosed by a **Doctor** or specialist in obstetrics, provided that if **You** are travelling between 28 and 35 weeks pregnant **You** obtained written confirmation from a registered medical practitioner of **Your** fitness to travel no earlier than 5 days prior to the commencement of **Your Holiday Abroad**);

We will pay up to the amount stated in the Policy Schedule for:

- A. I. Medical Expenses

All reasonable costs that it is medically necessary to incur outside of the **United Kingdom** for:

 - a. hospital, ambulance surgical or other diagnostic or remedial treatment, given or prescribed by a **Doctor**, and including charges for staying in a hospital;
 - b. emergency dental treatment for the relief of pain only.
- II. Emergency Repatriation Expenses

All reasonable costs that it is medically necessary for **ACE Assistance** to incur to return **You** to **Your** home in the **United Kingdom**; or to move **You** to the most suitable hospital in the **United Kingdom**; if it is medically necessary to do so.
- III. Travel Expenses

All necessary and reasonable accommodation (room only) and travel expenses incurred with the consent of **ACE Assistance**, if it is medically necessary for **You** to stay **Abroad** after **Your** scheduled date of return to the **United Kingdom**, and including travel costs, back to the **United Kingdom** if **You** cannot use **Your** original return ticket.
- B. Accompanying Traveller Expenses

All necessary and reasonable accommodation (room only) and travel expenses incurred with the consent of **ACE Assistance**, by any one other person if required on medical advice to accompany **You** or to escort a **Child** home to the **United Kingdom**.

- C. Cremation Burial or Transportation Charges if **You** die **Abroad**
 - I. cremation or burial charges in the country in which **You** die; or
 - II. transportation charges for returning **Your** body or ashes back to the **United Kingdom**.

Special Conditions

- 1. If **You** are injured or become ill **Abroad You MUST** follow the procedure detailed under 'Making a Claim' on page 13 of this Policy.

If **You** do not, **We** may reject your claim or reduce the amount that **We** pay **You**.

- 2. **ACE Assistance** may:
 - A. move **You** from one hospital to another; and/or
 - B. return **You** to **Your** home in the **United Kingdom**; or move **You** to the most suitable hospital in the **United Kingdom**;

at any time, if **ACE Assistance** believes that it is necessary and safe to do so.

- 3. Additional travel and hotel expenses must be authorised in advance by **ACE Assistance**.
- 4. All original receipts must be kept and provided to support a **Claim**.

What is not covered

- 1. Any amount recoverable under a reciprocal healthcare agreement with the **United Kingdom**.
- 2. Any treatment or surgery or exploratory tests:
 - A. not confirmed as medically necessary;
 - B. not directly related to the injury or illness that **You** were admitted to hospital for.

- 3. Surgery, medical or preventative treatment which can be delayed in the opinion of the **Doctor** treating **You** until **You** return to the **United Kingdom**.
- 4. Any costs incurred following **Your** decision not to move hospital or return to the **United Kingdom** after the date when, in the opinion of **ACE Assistance, You** should do so.
- 5. Cosmetic surgery
- 6. Treatment or services provided by any convalescent or nursing home, rehabilitation centre or health spa.
- 7. Any medical treatment that **You** travelled **Abroad** to obtain.
- 8. Medication **You** are taking before, and which **You** will have to continue taking during, a **Holiday**.
- 9. Any expenses incurred in the **United Kingdom**.
- 10. Any additional travel and accommodation expenses incurred which have not been authorised in advance by **ACE Assistance**.
- 11. Accommodation and travel expenses where the transport and/or accommodation used is of a standard superior to that of the **Holiday**.
- 12. Any additional costs for single or private room accommodation.
- 13. Cremation or burial costs in the **United Kingdom**.
- 14. the **Excess**, except where **You** have obtained a reduction in the cost of medical expenses in European Union countries by using a European Health Insurance Card.

SECTION 3. Travel Delay

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

What is covered

If **You** are delayed for at least 12 hours on **Your** outbound international journey

from the **United Kingdom** or the final part of **Your** international return journey to the **United Kingdom** because the scheduled departure of **Public Transport** is affected by a strike; industrial action; adverse weather; mechanical breakdown or grounding of an aircraft **Due To** mechanical or structural defect, **We** will either:

1. pay the Travel Delay benefit stated in the Policy Schedule; or
2. if **You** abandon **Your Holiday** after a delay of at least 24 hours of the scheduled outbound international departure from the **United Kingdom**, **We** will refund **Your** unused travel and accommodation costs up to the amount stated in the Policy Schedule (including ski hire, ski school and ski lift passes and the optional Winter Sports Extension is shown as covered on the Policy Schedule) that **You** have paid or are contracted to pay and which cannot be recovered from any other source,

Special Conditions

1. **You** can only **Claim** under item 1 or item 2 above, not both.
2. **You MUST**:
 - A. check-in before the scheduled departure time shown on **Your** travel itinerary; and
 - B. comply with the travel agent, tour operator and transport providers contract terms; and
 - C. provide **Us** with written details from the **Public Transport** operator describing the length of, and reason for, the delay.

What is not covered

1. Any **Claim Due To**:
 - A. **Public Transport** being taken out of service on the instructions of a Civil Aviation Authority, Port Authority

- or similar authority;
 - B. strike or industrial action that could be reasonably expected when the **Holiday** is booked.
2. Any charge or expense paid for with, or settled using, any kind of promotional voucher or points, timeshare, holiday property bond or holiday points scheme, or any **Claim** for management fees, maintenance costs or exchange fees in relation to timeshares or similar arrangements.
 3. The **Excess**, if a **Holiday** is abandoned.

SECTION 4. Personal Property

What is covered

1. Loss, damage or theft.
If **Personal Property** is lost, damaged or stolen during a **Holiday**, **We** will pay **Repair and Replacement Costs** up to the amount stated in the Policy Schedule.
2. Delay
If **Personal Property** is lost or misplaced for at least 12 hours on **Your** outbound journey by the airline or other carrier, **We** will pay up to the amount stated in the Policy Schedule to reimburse **You** for the cost of essential items of clothing medication, toiletries and **Mobility Aids** that **You** have to purchase.
3. Couriering essential medication
 - a. If essential medication taken by **You** on **Holiday** is lost, damaged, stolen or misplaced for at least 12 hours on **Your** outbound journey by an airline or other carrier; or
 - b. If **You** accidentally omit to take essential medication with **You** on **Holiday**:

and **ACE Assistance** cannot arrange replacement locally within a reasonable time, **We** will pay all reasonable costs incurred by **ACE Assistance**, up to the amount stated in the Policy Schedule to courier **Your** own or replacement essential medication to **You**.

Special Conditions

1. **You** **MUST** take reasonable care to keep **Your Personal Property** safe. If **Your Personal Property** is lost or stolen **You** **MUST** take all reasonable steps to get it back.
2. **Valuables** **MUST** be attended by **You** at all times when not contained in a locked safe or safety deposit box.
3. Loss or theft of **Personal Property** **MUST** be reported to the police (and the hotel management if the loss or theft occurs in a hotel) within 24 hours of discovery and **We** **MUST** be provided with a copy of the original written police report and report to the hotel management as applicable.
4. Loss, theft or damage to **Personal Property** in the custody of an airline or other carrier **MUST** be reported in writing to the airline or other carrier within 24 hours of discovery and **We** **MUST** be provided with a copy of the original written airline or carrier's report;
5. Where **Personal Property** is temporarily lost or misplaced by an airline or other carrier **We** must be provided with original written confirmation from such airline or other carrier or the tour representative that the delay lasted for at least 12 hours after **You** arrived at **Your** destination.
6. **We** will deduct any amount payable under a **Claim** for the purchase of essential items, from any **Claim** for

loss, damage or theft of **Personal Property** resulting from the same cause or event.

What is not covered

1. More than the amount stated in the Policy Schedule for:
 - A. a single item, pair or set, or part of a pair or set;
 - B. Sports equipment in total (including winter sports equipment if the optional Winter Sports Extension is shown as covered on the Policy Schedule);
 - C. **Valuables** in total;
 - D. **Mobility Aids** in total.
2. Loss or theft of **Valuables** left **Unattended** unless contained in a locked safe or safety deposit box.
3. Loss or theft of any **Personal Property** (other than **Valuables**) left **Unattended** unless:
 - A. contained in
 - I. a locked room; or
 - II. a locked safe or safety deposit box; or
 - III. the locked glove box or boot of a vehicle or in the luggage space at the rear of a locked estate car or hatchback under a top cover and out of view; and there is evidence of forced entry;
 - B. in the custody or control of an airline or other carrier.
4. Loss, theft or damage to:
 - A. antiques, musical instruments, pictures, household goods, contact or corneal lenses, dentures, or dental fittings, hearing aids, business equipment, tools, samples or merchandise, bonds, securities or documents of any kind;
 - B. sports equipment whilst being

used (except for winter sports equipment if the optional Winter Sports Extension is shown as covered on the Policy Schedule), vehicles or their accessories (other than **Mobility Aids**), watercraft and ancillary equipment, glass, china or similar fragile items and pedal cycles.

5. Damage to mobility scooter tyres and/or accessories unless the mobility scooter is damaged at the same time.
6. Depreciation in value, normal wear and tear, denting or scratching, damage by moth or vermin, electrical, electronic or mechanical breakdown, or damage **Due To** atmospheric or climatic conditions.
7. Delay, detention, seizure or confiscation by customs or other officials.
8. The **Excess**.

SECTION 5. Loss of Passport/Driving Licence

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

What is covered

If **Your** passport (and/or driving licence if taken with **You**) is lost destroyed or stolen while **You** are on **Holiday Abroad**, **We** will pay up to the amount stated in the Policy Schedule to cover the cost of:

1. getting any temporary replacement documents needed to enable **You** to return to the **United Kingdom** including any additional travel and accommodation (room only) costs incurred by **You** or on **Your** behalf during **Your Holiday** to obtain such documents; and
2. the replacement passport or driving licence fee payable, provided that it

remained valid for at least 2 years at the date it was lost destroyed or stolen.

Special Conditions

Loss or theft **MUST** be reported to the police (and the hotel management if the loss or theft occurs in a hotel) within 24 hours of discovery and **We MUST** be provided with a copy of the original written police report and report to the hotel management as applicable.

What is not covered

1. Loss or theft of any passport or driving licence left **Unattended** unless contained in a locked safe or safety deposit box.
2. Delay, detention, seizure or confiscation by customs or other officials.

SECTION 6. Money

What is covered

We will pay up to the amount stated in the Policy schedule if **Money** held by **You** for **Your** own personal use is lost or stolen during a **Holiday** whilst:

1. being carried by **You**; or
2. left in a safe or safety deposit box.

Special Condition

Loss or theft **MUST** be reported to the police (and the hotel management if the loss or theft occurs in a hotel) within 24 hours of discovery and **We MUST** be provided with a copy of the original written police report and report to the hotel management as applicable.

What is not covered

We will not pay:

1. More than the amount stated in the Policy Schedule for cash.
2. For traveller's cheques:
 - A. unless the loss or theft is

- reported immediately to the local branch or agent of the issuing company;
- B. if the issuing company provides a replacement service.
 3. Delay, detention, seizure or confiscation by customs or other officials.
 4. For depreciation in value or shortage **Due To** any error or omission.
 5. The **Excess**.

SECTION 7. Personal Accident

What is covered

If **You** suffer physical injury caused by an **Accident** during a **Holiday** which within 12 months directly results in **Your**

1. death; or
2. **Loss of Sight**; or
3. **Loss of Limb**; or
4. **Permanent Total Disability**.

We will pay the appropriate benefit stated in the Policy Schedule.

Special Conditions

We will not pay more than;

1. one benefit for the same physical injury.
2. £7,500 if **You** are under 16 years of age at the time of the physical injury.

What is not covered

Death, **Loss of Sight**, **Loss of Limb** or **Permanent Total Disability Due To** disease or any physical defect, injury or illness which existed before the **Holiday**.

SECTION 8. Curtailment

What is covered

We will pay:

1. unused accommodation costs (and ski hire, ski school and ski lift passes, if the optional Winter Sports

Extension is shown as covered on the Policy Schedule) which **You** have paid or are contracted to pay and which cannot be recovered from any other source; and

2. reasonable additional travel and accommodation (room only) costs necessarily incurred in **Your** returning to **Your** home in the **United Kingdom**.

up to the amount shown in the Policy Schedule, if it becomes necessary to,

Curtail a Holiday Due To:

- A. **You, Your Travelling Companion** or someone **You** have arranged to stay with on **Holiday**:
 - I. dying; or
 - II. being seriously injured; or
 - III. suffering sudden illness; or
 - IV. suffering from complications in pregnancy (as diagnosed by a **Doctor** or specialist in obstetrics); or
 - V. being compulsorily quarantined on the orders of a treating **Doctor**;

provided that such **Curtailment** is confirmed as medically necessary by the treating **Doctor**.

- B. **Your** or **Your Travelling Companion's Immediate Family Member** or **Close Business Colleague**:

- I. dying; or
- II. being seriously injured; or
- III. suffering sudden and serious illness; or
- IV. suffering from complications in pregnancy (as diagnosed by a **Doctor** or specialist in obstetrics)

provided that such Curtailment is confirmed as medically necessary by the treating **Doctor**.

- C. Serious fire storm or flood damage to **Your** or **Your Travelling Companion's** home; provided that such damage occurs after of **Your Holiday** commences.

- D. The police requiring **You** or **Your Travelling Companion's** presence following a burglary or attempted burglary at **You** or **Your Travelling Companion's** home.

What is not covered

1. Any **Claim Due To:**
 - A. any serious, chronic or recurring medical condition affecting any person upon whom **Your Holiday** depends that was diagnosed before **Your Holiday** was booked (or commencement of the **Period of Insurance** if later), and which could result in **You** having to **Curtail Your Holiday**;
 - B. any adverse financial situation causing the **Curtailement** of a **Holiday**;
 - C. **You** or **Your Travelling Companions** not wanting to travel or remain on **Holiday**.
2. Any loss, charge or expense **Due To:**
 - A. a delay in notifying the tour operator, travel agent, or transport or accommodation provider that it is necessary to cancel **Curtail** or rearrange a booking;
 - B. prohibitive regulations by the government of any country.
3. Any charge or expense paid for with, or settled using any kind of promotional voucher or points, timeshare, holiday property bond or holiday points scheme, or any **Claim** for management fees, maintenance costs or exchange fees in relation to timeshares or similar arrangements.
4. Accommodation and travel expenses where the transport and/or accommodation used is of a

standard superior to that of the **Holiday**.

5. The **Excess**.
-

SECTION 9. Personal Liability

What is covered

We will indemnify **You** up to the Limit of Liability stated in the Policy Schedule against all sums which **You** are legally liable to pay as damages in respect of:

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

The maximum that **We** will pay under this Section for all damages as a result of any one occurrence or series of occurrences arising directly or indirectly from one source or original cause shall be the Limit of Liability stated in the Policy Schedule.

We will in addition pay Costs and Expenses.

Costs and Expenses shall mean:

1. all costs and expenses recoverable by a claimant from **You**;
 2. all costs and expenses incurred with **Our** 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 – 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. above are deemed to be included in the Limit of Liability for this Section.

Special Conditions

1. **We** may at **Our** sole discretion in respect of any occurrence or occurrences covered by this Section pay to **You** the Limit of Liability applicable to such occurrence or occurrences (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 **We** 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 **We** may be responsible hereunder.
2. If at the time of the happening of any occurrence covered by this Section there is any other existing insurance whether taken out by **You** or not covering the same liability **We** shall not be liable to indemnify **You** 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.

What is not covered

1. Indemnity for any liability:
 - A. in respect of bodily injury to any person who is
 - I. under a contract of service with **You** when such injury arises out of and in the course of their employment by **You**;
 - II. a member of **Your** family.
 - B. assumed by **You** under a contract or agreement unless

such liability would have attached in the absence of such contract or agreement;

- C. in respect of loss of or damage to property
 - I. belonging to **You**;
 - II. in **Your** care custody or control.
- However this Exclusion shall not apply in respect of loss of or damage to buildings and their contents not belonging to but temporarily occupied by **You** in the course of the **Holiday**.
- D. in respect of bodily injury loss or damage caused directly or indirectly in connection with:
 - I. the carrying on of any trade business or profession;
 - II. the ownership, possession or use of
 - a. mechanically propelled vehicles;
 - b. aircraft, hovercraft or watercraft (other than manually propelled watercraft);
 - c. firearms (other than sporting guns);
 - d. arising from the occupation or ownership of any land or building other than any building temporarily occupied by **You** in the course of a **Holiday**.
 2. in respect of punitive or exemplary damages.

SECTION 10. Overseas Legal Advice & Expenses

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

What is covered

If during a **Holiday You** sustain bodily injury or illness which is caused by a third party **We** will pay up to a benefit

amount stated in the Policy Schedule to cover **Legal Expenses** arising out of **Any One Claim**.

Special Conditions

1. **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.
2. **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, **You** do not have to accept the **Legal Representatives** chosen by **Us**. **You** have 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** **You** can propose **Legal Representatives** by sending **Us** the proposed **Legal Representatives'** name and address. **We** may choose not to accept **Your** 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 **Your** interests.
3. **You** **MUST** co-operate fully with the **Legal Representatives** 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 **You** will give to the **Legal Representatives** any instructions necessary to ensure such access.

4. **Our** authorisation to incur **Legal Expenses** will be given if **You** 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 **Your** expense, an opinion of a barrister as to the merits of the **Claim** or legal proceedings. If the **Claim** is admitted, **Your** costs in obtaining this opinion will be covered by this Policy.
5. 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 **Our** favour, **Your** costs shall not be recoverable under the Insurance.

6. **We** may at **Our** discretion assume control at any time of any **Claim** or legal proceedings in **Your** name for damages and or compensation from a third party.
7. All **Claims** within this Section must be submitted to **Us** in writing within 90 days.
8. Any **Legal Expenses** incurred without **Our** written agreement shall entitle **Us** to withdraw cover immediately and to recover any fees or expenses paid to **You**.
9. **We** may at **Our** discretion require **You** to obtain at **Your** expense an opinion of a barrister agreed by **You** 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.
10. **We** may at **Our** discretion offer to settle a counter-claim against **You** which **We** consider to be reasonable instead of continuing any **Claim** or legal proceedings for damages and/or compensation by a third party.
11. **You** 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 **Your** favour in the **Claim** or legal proceedings; or
 - B. costs are agreed to be paid to **You** as part of any settlement of the **Claim** or legal proceedings.
12. 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, **You**

have the right to select and appoint other **Legal Representatives** in accordance with the terms of this Insurance.

13. If at **Your** request **Legal Representatives** cease to continue acting for **You**, **We** shall be entitled to withdraw cover immediately or agree with **You** to appoint other **Legal Representatives** in accordance with the terms of this Insurance.

What is not covered

1. Any **Claim** reported to **Us** more than 12 months after the beginning of the incident which led to the **Claim**.
2. 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**.
3. **Legal Expenses** incurred before receiving **Our** prior authorisation in writing unless such costs would have been incurred subsequent to **Our** 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 **You** 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;
 - B. **Us** or **Our** agents; or
 - C. **Your** employer.
8. Actions between **Persons Insured** 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 **You** have:
 - A. failed to co-operate fully with and make sure 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;
 12. **Legal Expenses** incurred after **You** have 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**.
 13. **Legal Expenses** which **We** consider unreasonable or excessive or unreasonably incurred.

THE FOLLOWING SECTIONS APPLY ONLY IF THE POLICY SCHEDULE SHOWS THAT YOU HAVE BOUGHT OUR SUPERIOR LEVEL OF COVER:

SECTION 11. Missed Departure

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

What is covered

We will pay up to amount stated in the Policy Schedule for necessary and reasonable additional accommodation (room only) and travel expenses to enable **You** to reach:

1. **Your** scheduled destination **Abroad** if **You** arrive too late at **Your** final point of international departure from the **United Kingdom** on **Your** outbound journey to board the **Public Transport** on which **You** are booked to travel from the **United Kingdom**;
2. the **United Kingdom** if **You** arrive too late at **Your** final point of international departure to the **United Kingdom** on **Your** return journey to board the **Public Transport** on which **You** are booked to travel to the **United Kingdom**;

Due To:

1. the car **You** are travelling in breaking down or being involved in an accident; or
2. the **Public Transport** **You** are travelling in failing to arrive on schedule.

Special Conditions

You **MUST**: provide **Us** with

1. original written:
 - A. evidence from a motoring organisation or garage that the car used for travel is roadworthy and properly maintained; or
 - B. details from the operators of

the **Public Transport** used for travel of the length of, and reason for, the delay.

2. evidence of all the extra costs incurred.

What is not covered

1. Accommodation and travel expenses where the transport and/or accommodation used is of a standard superior to that of the **Holiday**.
2. Any **Claim Due To You** not allowing sufficient time for the journey.
3. For a missed departure caused by strike or industrial action that could be reasonably expected when the **Holiday** was booked.
4. The **Excess**.

SECTION 12. Hospital Benefit

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

What is covered

If **You** are admitted to hospital as an in-patient during a **Holiday Due To** injury or illness for which **You** have a valid **Claim** under the Medical and Additional Expenses Section of this Policy, **We** will pay the benefit amount stated in the Policy Schedule for each complete 24 hours that **You** remain a hospital in-patient, up to the maximum amount stated in the Policy Schedule.

What is not covered

We will not pay for time **You** spend in an institution not recognised as a hospital in the country of treatment.

SECTION 13. Additional Pet Care Fees

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

What is covered

If **You** are injured or become ill during a **Holiday Abroad**, and are:

1. delayed from returning to the **United Kingdom** as a direct result of **You** being admitted as a hospital in-patient; and/or
2. brought back to a hospital in the **United Kingdom** by **ACE Assistance** and directly admitted as an in-patient;

and have a valid **Claim** for Medical Expenses and/or Emergency Repatriation Expenses under the Medical and Additional Expenses Section of this Policy, **We** will reimburse any additional Pet Care Fees incurred by **You** or on **Your** behalf, up to the amount stated in the Policy schedule.

What is not covered

Any **Claim Due To Your** being admitted as an in-patient in an institution not recognised as a hospital in the country of treatment.

SECTION 14. Compassionate Return

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

What is covered

We will pay reasonable additional travel and accommodation costs (room only) up to the amount specified in the Policy Schedule necessarily incurred in returning **You** home if **You** want to return to the **United Kingdom** on compassionate grounds **Due To** the:

1. death as a direct result of an **Accident** or sudden and unexpected deterioration in health of;
2. serious injury caused by **Accident** and resulting in hospital confinement expected to last seven consecutive days or more of;

3. sudden and unexpected deterioration of health resulting in hospitalisation and terminal prognosis, expected to result in death prior to **Your** scheduled date of return to the **United Kingdom** of;
- a close friend, immediate neighbour or member of **Your** family

What is not covered

1. Any **Claim** where cover is provided under Section 8. **Curtailement** for the same cause or event.
2. Any **Claim Due To** any serious, chronic or recurring medical condition affecting any close friend, immediate neighbour or member of **Your** family that was diagnosed before **Your Holiday** was booked (or commencement of the **Period of Insurance** if later), and which could result in **Your** wanting to return to the **United Kingdom** on compassionate grounds, before **Your Holiday** is due to end.
3. Accommodation and travel expenses where the transport and/or accommodation used is of a standard superior to that of the **Holiday**.
4. The **Excess**.

THE FOLLOWING SECTIONS APPLY ONLY IF THE POLICY SCHEDULE SHOWS THAT YOU HAVE BOUGHT OUR SUPERIOR LEVEL OF COVER:

SECTION 15. Catastrophe

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

What is covered

We will pay up to the amount stated in the Policy Schedule for reasonable additional travel expenses and the costs of renting similar accommodation (room only) if **You** cannot live in **Your** booked **Holiday** accommodation **Abroad** because of a fire, flood, earthquake, storm, lightning, explosion or hurricane.

Special Conditions

You **MUST**:

1. provide **Us** with
 - A. a written statement from an appropriate public authority confirming the reason and nature of the disaster and how long it lasted; and
 - B. evidence of all the extra costs incurred.
2. not have known about any event that results in a **Claim** before leaving **Your** international departure point.

What is not covered

1. Any **Claim Due To**
 - A. **Your** travelling against the advice of the appropriate national or local authority.
 - B. prohibitive regulations by the government of any country.
2. Accommodation and travel expenses where the transport and/or accommodation used is of a standard superior to that of the **Holiday**.

3. Any expenses that:
 - A. **You** can recover from any tour operator, airline, hotel or other service provider;
 - B. **You** would normally have to pay during **Your Holiday**.

SECTION 16. Hijack

What is covered

If **You** are held hostage by **Hijackers** whilst travelling to or from a **Holiday**, **We** will pay the amount stated in the Policy Schedule for each full 24 hours **You** are held hostage up to the maximum benefit stated in the Policy Schedule for each **Holiday**.

Special Conditions

You **MUST** provide **Us** with written details from the airline or other transport operators describing the length of the hijacking.

SECTION 17. Scheduled Airline Failure

What is covered

In the event of the insolvency of a scheduled airline prior to the commencement of the **Holiday** provided that **You** are named on the invoice and air ticket, **We** will reimburse **You** up to a maximum of the amount stated in the Policy Schedule in total, for:

1. irrecoverable sums paid in advance in the event of Insolvency of the scheduled airline not forming part of an inclusive holiday prior to departure
2. in the event of insolvency after departure:
 - A. additional pro rata costs incurred by **You** in replacing that part of the flight arrangements to a similar standard to that originally booked or

- B. if curtailment of the **Holiday** is unavoidable - the cost of return flights to the **United Kingdom** to a similar standard to that originally booked

PROVIDED THAT in the case of A. and B. above where practicable **You** shall have obtained **Our** approval prior to incurring the relevant costs by contacting **Us**, as set out in the claims procedure on page 13 under "Making a Claim".

What is not covered

We will not pay:

1. Scheduled flights not booked within the **United Kingdom** prior to departure
2. Any costs resulting from
 - A. the insolvency of:
 - I. any scheduled airline which is insolvent or in respect of which any prospect of insolvency is known at the date of issue of this Policy or booking **Your** trip;
 - II. any scheduled airline who is bonded or insured elsewhere (even if the bond is insufficient to meet the claim);
 - B. the failure of any travel agent, tour organiser, booking agent or consolidator with whom the insured has booked a scheduled flight to meet any obligations under such booking;
 - C. any loss for which a third party is liable or which can be recovered by other legal means.

THIS FOLLOWING EXTENSION IS OPTIONAL; IT APPLIES ONLY IF THE POLICY SCHEDULE SHOWS THAT YOU HAVE BOUGHT THIS EXTENSION

Winter Sports Extension

What is covered

We will pay for:

1. Winter sports equipment hire.
Up to the amount stated in the Policy Schedule for each full 24 hour period that **You** need to hire replacement winter sports equipment if **Your** winter sports equipment is:
 - A. lost or broken in an accident; or
 - B. lost or misplaced by an airline or other carrier on the outbound journey from the **United Kingdom** and delayed for at least 12 hours after **You** arrive at **Your** destination;
2. Unused ski pass ski hire or tuition fees
Up to the amount stated in the Policy Schedule for each full week, or a proportionate amount for shorter or longer periods, to cover the value of **Your** unused ski pass, ski hire and/or tuition fees which **You** cannot recover following:
 - A. **Your** injury or illness;
 - B. loss or theft of **Your** ski pass;
3. Lack of Snow
The amount stated in the Policy Schedule for each full 24-hour period that **You** are unable to ski because there is a lack of snow in the pre-booked resort and no alternative skiing available;
4. Avalanche
Up to the amount stated in the Policy Schedule for additional and necessary travel and accommodation costs if **Your**

outbound or return journey is delayed by an avalanche for more than 12 hours from the scheduled departure time on **Your** travel ticket.

Special Conditions

1. A. Loss, theft or damage to winter sports equipment in the custody of an airline or other carrier **MUST** be reported in writing to the airline or other carrier within 24 hours of discovery and **We MUST** be provided with a copy of the original written airline or carrier report;
 - B. Loss or theft of winter sports equipment in all other circumstances and loss or theft of **Your** ski pass, **MUST** be reported to the police (and the hotel management if the loss or theft occurs in a hotel) within 24 hours of discovery and **We MUST** be provided with a copy of the original written police report and report to the hotel management as applicable.
2. **You MUST** provide **Us** with a medical certificate issued by a **Doctor** when submitting a claim for unused ski pass, ski hire and/or tuition fees, as a result of **Your** injury or illness.

What is not covered

1. Delay, detention, seizure or confiscation by customs or other officials.
2. Any **Claim** for benefit under Avalanche cover if **We** pay a **Claim** under the Travel Delay or Catastrophe Sections of this Policy for the same event.

GENERAL CONDITIONS

(Conditions that apply to the whole Policy)

Contract

This Policy, the Policy Schedule and any information provided in **Your** application will be read together as one contract.

Legal Interpretation and Language

Current legislation allows the parties to this contract to choose which law is used to interpret this Policy. **You** and **We** agree that:

1. this Policy will be governed and interpreted in accordance with the Law of England and Wales and only the English Courts will have jurisdiction in any dispute; and
2. communication of and in connection with this Policy shall be in the English language.

Third Party Rights

You and **We** have agreed that it is not intended for any third party to this contract to have the right to enforce the terms of this contract. **You** and **We** can rescind or vary the terms of this contract without the consent of any third party to this contract, who might seek to assert that they have rights under the Contracts (Rights of Third Parties) Act 1999.

Observing Policy Terms & Conditions

We will not be liable to make any payment under this Policy if a **You** or **Your** personal representative(s) do not observe and fulfil its Terms, Exclusions and Conditions.

Changing Your Policy

1. If **You** want to change **Your** Policy
If **You** want to change **Your** Policy
You must telephone (and confirm in writing if **We** request **You** to do so),

e-mail or write to **Us** if either **Your** insurance needs or any of the information **You** have given **Us** changes. **We** will update the Policy and issue a new Policy Schedule each time a change is agreed.

2. If **We** want to Change **Your** Policy
If **We** no longer wish to offer this Policy and need to cancel **Your** policy **We** will write to **You** at the current address **We** have for **You**. **We** will then cancel the policy 30 days after the date of **Our** letter. If **We** cancel the policy **We** will refund any premium **You** paid for the cancelled period provided **You** have not made a claim under the Policy during the current **Period of Insurance**.

Any change made to **Your** Policy will begin on the date that the Policy Schedule issued to record the change in cover becomes effective.

Cancelling Your Policy

If **You** want to cancel **Your** Policy

- A. 14 day cancellation option
If, for any reason, **You** are not satisfied with this Policy, and **You** have not taken or booked a **Holiday** protected by the cover provided, **You** may, within 14 days of **Your** receipt of full policy documentation, telephone **Us** on free phone: **0800 519 9935** or **+44 (0)1293 725803** or E-mail: asda.travelinsurance@acegroup.com and **We** will cancel it. If this happens the policy will have provided no cover and **We** will refund any premiums **You** have paid.
- B. Cancellation after 14 days
If **You** want to cancel **Your** Policy **You** must telephone (and confirm in writing if **We** request **You** to do so) , e-mail or write to **Us**. **We** will cancel it from the date **Your** instructions

are received or any later date **You** give **Us**. **We** reserve the right to charge **You** a premium proportionate to the cover that has been in force up to the date of **Your** cancellation, and a reasonable administration charge for any costs incurred.

Our contact details are:
ASDA Travel Insurance,
ACE European Group Ltd
PO Box 1086, Belfast BT1 9ES.
Tel: 0800 519 9935 or
+44 (0)1293 725803
E-mail: asda.travelinsurance
@acegroup.com

If **We** want to cancel **Your** Policy **We** reserve the right to make changes or add to these policy terms; for legal or regulatory reasons; and/or to reflect new industry guidance and codes of practice. **We** will write to **You** with details at least 30 days before **We** make any changes. **You** will then have the option to continue with, or to cancel, the Policy.

Other taxes or costs

ACE are required to notify **You** that other taxes or costs may exist which are not imposed or charged by **Us**.

Complaints procedures

We are dedicated to providing a high quality service and want to maintain this at all times. If **You** are not satisfied with this service, please contact **Us** immediately, quoting **Your** Policy details, so that **Your** complaint can be dealt with as soon as possible.

If **You** have a complaint about the sale of **Your** Policy or the Customer Service **You** have received please contact:

The Customer Service Manager,
ASDA Travel Insurance,
ACE European Group Ltd
PO Box 1086
Belfast BT1 9ES.
Tel: 0800 519 9935 or
+44 (0)1293 725803

E-mail:
asda.travelinsurance@acegroup.com

If **You** have a complaint in relation to **Claims** please contact:

The **Claims** Manager
ACE Travel Insurance Claims
PO Box 1086
Belfast BT1 9ES.
Tel: 0800 519 9940 or
+44 (0)1293 726165

E-mail:
asda.travelclaims@acegroup.com

The existence of these complaints procedures does not reduce **Your** statutory rights relating to this Policy. For further information about **Your** statutory rights contact the Office of Fair Trading or Citizens Advice Bureau¹.

Financial Ombudsman Service

We are a member of the Financial Ombudsman Service (FOS), who may be approached for assistance, if **You** are not satisfied following receipt of **Our** final response. A leaflet explaining its procedure is available on request.

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

Financial Services Compensation Scheme

In the unlikely event of **Our** being unable to meet **Our** liabilities, **You** may be entitled to compensation under the Financial Services Compensation Scheme. Their contact details are:

Financial Services Compensation Scheme
7th Floor Lloyds Chambers
Portsocken Street
London E1 8BN
Fax: 020 7892 7301

Data Protection Statement

PLEASE READ this notice as it explains the purposes for which **We** will use the personal and sensitive personal data (information) which that **We** hold.

We accept fully **Our** responsibility to protect the privacy of customers and the confidentiality and security of information given to **Us**.

Where **You** have provided information about another person in connection with the purchase and performance of this insurance Policy **You** confirm that they have appointed **You** to act for them, that they have consented to the processing of their personal data, including sensitive personal data and they have consented to the transfer of their information **Abroad**. **You** also agree to receive on their behalf any data protection notices from **Us**.

We will use the information **You** have provided for;

- customer service
- handling claims
- providing emergency assistance in connection with this Travel Insurance Policy,

We may disclose information to **Our** service providers and agents for these purposes. The information **You** have provided may also be used for the purpose of fraud prevention including passing details to other insurers and regulatory bodies.

In the event that a **Person Insured** makes an injury or illness related **Claim**, **We** may need to obtain further Sensitive Personal information such as medical history in order to assess the claim. The **Claim** form will explain in more detail how this Sensitive Personal data is handled.

If a **Person Insured** asks **We** will provide details of the information **We** hold in accordance with the applicable law.

Any information which is found to be incorrect will be corrected promptly. **We** may monitor and/or record **Your** communication with **Us** either **Ourselves** or by reputable organisations selected by **Us**, to ensure consistent servicing levels and account operation. **We** will keep information about **Persons Insured** only for so long as it is appropriate.

Unless **You** have confirmed otherwise during the purchase of this travel insurance Policy, **We** shall also share the information **You** have provided with ASDA Financial Services Limited and its associated group companies who will use the information in accordance with its privacy policy and may provide information by email, letter, phone and SMS about special offers, news and new products that may be of interest.

Contact Details for **ACE** and ASDA Financial Services Ltd are;

The Customer Service Manager,
ASDA Travel Insurance,
ACE European Group Ltd
PO Box 1086
Belfast BT1 9ES.

Tel: 0800 519 9935 or
+44 (0) 1293 725803
E-mail:
asda.travelinsurance@acegroup.com

GENERAL DEFINITIONS

The following words and phrases below will always have the following meanings wherever they appear in the Policy in bold type and starting with a capital letter in this Policy Document and the Policy Schedule.

Abroad

Outside the **United Kingdom**

Accident, Accidental

A sudden identifiable violent external event that happens by chance and which could not be expected; or unavoidable exposure to severe weather conditions.

ACE

ACE European Group Limited.

ACE Assistance

1. The telephone advice, information and counselling services; and/ or
2. The travel assistance and emergency medical and repatriation services;
arranged by **ACE**.

Any One Claim

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

Child, Children

Your offspring and the offspring of **Your Partner**, extending to include a step child or children and fostered or adopted child or children, each of whom must be:

1. under 18 years old (or under 23 years old if still in full-time education) on the date **You** purchase cover; and
2. dependent on **You** or **Your Partner** even if he or she does not live with either of **You**; and
3. not be married or living with a **Partner**.

Claim, Claims

Single loss or a series of losses **Due To** one cause covered by this Policy

Close Business Colleague

Someone who **You** work with in the **United Kingdom** and who has to be in work in order for **You** to be able to go on or continue a **Holiday**.

Curtail, Curtailed, Curtailment

Cut short/cutting short **Your Holiday**.

Doctor

A doctor or specialist, registered or licensed to practise medicine under the laws of the country in which they practise who is neither:

1. a **Person Insured**; or
2. a relative of the **Person Insured** making the **Claim**, unless approved by **Us**.

Due To

Directly or indirectly caused by, arising or resulting from, in connection with.

Europe

Andorra, Austria, Belarus, Belgium, Bosnia- Herzegovina, Bulgaria, Canary Islands, Channel Islands, Croatia, Czech Republic, Denmark, Eire, Estonia, Finland,

France, Germany, Greece, Hungary, Iceland, Isle of Man, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Madeira, Mediterranean Islands (including Majorca, Menorca, Ibiza; Corsica; Sardinia; Sicily; Malta, Gozo; Crete, Rhodes and other Greek Islands; Northern and Southern Cyprus), Moldova, Monaco, Morocco, Netherlands, Norway, Poland, Portugal, Romania, Russian Federation (West of Urals), Serbia and Montenegro, Slovakia, Slovenia, Spain, Sweden, Switzerland, Tunisia, Turkey, Ukraine, **United Kingdom**. Albania, although in **Europe**, is excluded from our definition. If **You** wish to visit Albania or are likely to travel outside the countries specified **You** need our Worldwide cover.

Excess

The first amount stated in the Policy Schedule of any **Claim** which each **Person Insured** must pay.

GP

A general physician registered or licensed to practise medicine, who is neither:

1. a **Person Insured**; or
2. a relative of the **Person Insured** unless approved by **Us**.

Hijack

The unlawful seizure or taking control of an aircraft or other means of transport in which a **Person Insured** is travelling as a passenger.

Hijackers

The perpetrators of a **Hijack**.

Holiday, Holidays

Trip(s) involving pre-booked travel or accommodation (of at least 2 nights duration if the trip is not **Abroad**), devoted entirely to pleasure, rest, or

relaxation, where travel begins and ends in the **United Kingdom**.

Immediate Family Member

Your Partner or fiancé(e) or the grandchild, **Child**, brother, sister, parent, grandparent, grandchild, step-brother, stepsister, step-parent, parent-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, aunt, uncle, nephew, niece, of **You** or **Your Partner**, or anyone noted as next of kin on any legal document, all of whom must be resident in the **United Kingdom**, and not **Persons Insured**.

Legal Expenses

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 **You** accidental bodily injury or illness or in appealing or resisting an appeal against the judgment of a Court, tribunal or arbitrator.
2. costs for which **You** are 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 **Your** behalf.

Loss of Limb

Amputation or total and permanent loss of use of one or more hands at or above the wrist or of one or more feet above the ankle (talo-tibial joint).

Loss of Sight

1. In both eyes when **Your** 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 **You** are only able to see at 3 feet that which **You** should normally be able to see at 60 feet) and **We** are in no doubt that the condition is permanent and without expectation of recovery.

Mobility Aid/Mobility Aids

Any crutch, walking stick, walking frame, wheeled walking frame, walking trolley, evacuation chair, wheelchair, powered wheelchair or mobility scooter constructed specifically to aid persons suffering from restricted mobility but excluding any golf buggy or golf trolley.

Money

Coins, banknotes, traveller's cheques, postal or money orders, travel tickets, pre-paid vouchers, non-refundable pre paid entry tickets and debit, credit, payment, pre-payment and/or charge cards.

Parent or Legal Guardian

A person with parental responsibility, or a legal guardian, both being in accordance with the Children Act 1989 and any statutory amendment modification or re-enactment of it.

Partner

Your spouse or civil partner (registered pursuant to the Civil Partnership Act) or someone of either sex with whom **You** have been living for at least three months as though they were **Your** spouse or civil partner.

Period of Insurance

- Annual Multi-Trip: Period of cover between and inclusive of the dates shown as Effective From: and To: on the Policy Schedule commencing at 00.01 or any later time the Policy Schedule is issued on the earlier date shown and finishing at 24.00 on the later date shown.
- Single Trip: Period of cover commencing at 00.01 or any later time the Policy Schedule is issued and ending either when **You** arrive at **Your** home in the **United Kingdom** or at the end of the trip duration shown on **Your** Policy Schedule, whichever is sooner.

Permanent Total Disability

A disability which has lasted for at least 12 months from which **We** believe **You** will never recover and which prevents **You** from carrying out any gainful occupation for which **You** are fitted by way of training, education or experience.

Personal Property

1. Any suitcase, trunk or container of a similar kind and its contents;
2. any **Mobility Aid**
3. **Valuables**
4. any other article worn or carried by **You**;

that is not otherwise excluded and which is either owned by **You** or for which **You** are legally responsible.

Person(s) Insured, Person Insured

You, and **Your Partner** and **Children** if they are shown as insured on the Policy Schedule.

Public Transport

Any air, land or water vehicle operated under licence for the transportation of fare-paying passengers.

Repair and Replacement Costs

The cost of repairing partially damaged property, or, if property is totally lost or destroyed or uneconomical to repair, the cost of replacing property as new less a deduction for wear, tear or depreciation. (Note: **We** will pay a reasonable proportion of the total value of a set or pair to repair or replace an item that is part of a set or pair).

Travelling Companions

Someone **You** have arranged to go on **Holiday** with and who it would be unreasonable to expect **You** to travel or continue **Your Holiday** without.

Unattended

Where **You** are not in full view of or in a position to prevent unauthorised taking or interference with **Your Personal Property** or vehicle.

United Kingdom

England, Scotland, Wales and Northern Ireland.

Valuables

Cameras and other photographic equipment, telescopes and binoculars, Audio/Video equipment (including radios, cassette/compact disc players, ipods, mp3 and mp4 players, camcorders, DVD, video, televisions, and other similar audio and video equipment), mobile phones, satellite navigation equipment, computers and computer equipment (including PDAs, personal organisers, laptops, notebooks, netbooks and the like), computer games equipment (including consoles, games and peripherals) jewellery, watches, furs, precious and semi-precious stones and articles made of or containing gold, silver or other precious metals.

War

Armed conflict between nations, invasion, act of foreign enemy, hostilities (whether war declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

We/Us/Our/Ourselves

ACE European Group Limited.

You; Your; Yourself

The **Person Insured** shown in the Policy Schedule.

This policy is underwritten by
ACE European Group Limited
Main business - General Insurance.
Registered in England No. 1112892.
Head Office: ACE Building, 100 Leadenhall Street, London EC3A 3BP.
www.aceeuropeangroup.com

Authorised and regulated by the Financial Services Authority (FSA). FSA Firm Reference Number FRN202803. Full details can be found on the FSA's Register by visiting www.fsa.gov.uk or by contacting the FSA on 0300 500 5000.

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