



**ace europe**



***ACE businessclass***  
**Injury & Travel Insurance**  
**Policy Wording**

Arranged by

**Bluefin**

ACE European Group Limited registered in England & Wales number 1112892 with registered office at 100 Leadenhall Street, London EC3A 3BP, authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.



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## Insurance Agreement

The Policyholder (as specified in the Policy Schedule) and ACE European Group Limited (ACE) agree that:

The Policyholder will pay the Premium as agreed.

ACE will subject to the terms, Conditions, Provisions and Exclusions of this Policy, provide the Insurance in the manner and to the extent set out in this Policy.

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

A handwritten signature in black ink, appearing to read 'Andrew Kendrick', written over a horizontal line.

Andrew Kendrick  
President  
ACE European Group Limited



## Policyholder Information

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

### Prudential Regulation Authority and Financial Conduct Authority

ACE European Group Limited, Registered in England No. 1112892. Head Office: ACE Building, 100 Leadenhall Street, London, EC3A 3BP. ACE is authorised by the Prudential Regulation Authority (PRA) and regulated by the Financial Conduct Authority (FCA), Reference Number 202803. Full details can be found online in the PRA/FCA website or by contacting the PRA on 020 7601 4878 or the FCA on 0800 11 6768.

### Complaints Procedures

ACE is dedicated to providing a high quality service and wants to maintain this at all times. If it is felt that a first class service has not been offered or a complaint must be made regarding this insurance please contact;

1. the intermediary (if any) who arranged this insurance; or
2. ACE's Customer Service Manager  
Postal Address: ACE European Group Ltd, 200 Broomielaw, Glasgow G1 4RU.  
Telephone: +44 (0) 845 841 0056  
Facsimile: +44 (0)141 285 2901  
E-mail: a&hcustserv.complaints@acegroup.com
3. The Financial Ombudsman Service (FOS) may be approached for assistance in limited circumstances if there is still dissatisfaction with ACE's final response. Those limited circumstances are where the Policy is taken out by;
  - a) a private individual, or
  - b) a micro enterprise.

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

Postal Address: Exchange Tower, London, E14 9SR  
Telephone: 0800 023 4567  
Facsimile: 0207 964 1001  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

The existence of these Complaints Procedures does not reduce the Policyholder's Statutory Rights relating to this Policy. For further information about Statutory Rights contact the Office of Fair Trading or the Citizens Advice Bureau.

### Data Protection

ACE fully accepts its responsibility to protect the privacy of customers and the confidentiality and security of information entrusted to it. ACE will also ensure that it uses information fairly, for its intended purpose and will retain records only for as long as necessary. ACE European Group Limited is part of the ACE Group of companies. ACE and other group companies will use information given, together with other information supplied during the course of the Policy, for the administration of this Policy, the handling of claims and the provision of customer services. For these purposes and for the prevention of fraud, the information may also be disclosed to and used by;

1. ACE's service providers and agents; and/or
2. the Policyholder's agents, where appointed; and/or
3. other insurers and regulatory bodies.

ACE may also transfer certain information to countries that do not provide the same level of data protection as the United Kingdom for the above purposes. A contract will be in place to ensure the information transferred is protected.

The Policyholder has a right to request a copy of the information (for which ACE may charge a small fee) and to correct any inaccuracies. To make sure instructions are followed correctly and to improve ACE's service through staff training, telephone calls may be monitored and recorded.

## Financial Services Compensation Scheme



In the unlikely event that ACE is unable to meet its liabilities, the Policyholder may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). The FSCS protects 90% of an eligible claim without any upper limit.

The relevant contact details are:

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

Telephone: 020 7892 7300.

Fax: 020 7892 7301.

Website: <http://www.fscs.org.uk>



## Policy Definitions

Certain words in this Policy have a specific meaning. They have this specific meaning wherever they appear in the Policy, Schedule, endorsements or memoranda and are shown by using capital letters.

### **Accident**

a sudden, external and identifiable event that happens by chance and could not have been expected. The word 'accidental' shall be construed accordingly.

### **Associate Company**

a company or organisation of the Policyholder the name of which has been advised to and accepted by ACE.

### **Bodily Injury**

injury which is caused solely by Accidental means and which independently of illness or any other cause results in the Insured Person's death, disablement, permanent disfigurement or scarring of the face, Hospital Confinement, or related expenses and costs reasonably and necessarily incurred within twenty-four calendar months from the date of the Accident.

### **Business**

the business of the Policyholder as described in the Schedule.

### ***businessclass* Assistance**

the assistance services arranged by ACE.

### **Business Partner**

an individual who has entered into a legal contract with one or more people to manage the Business of the Policyholder and to share in the responsibilities, resources, profits and liabilities of such Business.

### **Child/Children**

the children, stepchildren and legally adopted children for whom an Insured Person or their Partner is the Parent or Legal Guardian.

To be covered by this Policy, the Child/Children must;

1. not be married; and
2. be under 18 years of age or under 23 years of age if in Full Time Education.

### **Commuting**

regular travel between normal residence and normal place of work.

### **Corporate Event**

an event outside of the usual course of business, arranged by and at the expense of the Policyholder in order to promote their Business externally.

### **Country of Domicile**

the United Kingdom or, if not resident in the United Kingdom, the country in which the Insured Person is habitually resident during the Period of Insurance.

### **Director**

any person holding the position of Director with the Policyholder but not non-executive directors unless otherwise agreed in writing with ACE.

### **Effective Time**

the time, during a Period of Insurance, when an Insured Person is covered, as detailed in the Schedule of Benefits.

### **Employee(s)**

any person(s) under a contract of service or apprenticeship with the Policyholder.

### **Excess**

the first amount of a claim, expressed as a monetary amount or a percentage of the loss, which the Policyholder must bear.



### **Full Time Education**

a programme of learning provided by a recognised educational body, which leads to a qualification by examination or assessment which is either;

1. full-time study; or
2. a mixture of study and work experience as long as at least two thirds of the total time for the course is spent on study.

### **GBP**

United Kingdom pounds sterling.

### **Hospital**

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

### **Insured Person**

any person or category of persons shown in the Schedule of Benefits.

### **Journey**

any trip, other than a Period of Secondment, described in the Schedule of Benefits, which;

1. commences during the Period of Insurance; and
2. is not intended, without the prior written agreement of ACE, to exceed twelve months duration.

Cover will start from the time of leaving home or normal place of Business (whichever is left first) and continue until arrival back at home or normal place of Business (whichever is reached last).

### **Occupation**

carrying out the duties of employment in the Business.

### **Parent or Legal Guardian**

a person with parental responsibility, or a legal guardian, both being in accordance with the Children Act 2004 and any statutory amendment modification or re-enactment of it.

### **Partner**

1. an Insured Person's spouse; or
2. an Insured Person's civil partner, registered pursuant to the Civil Partnership Act; or
3. someone of either sex with whom an Insured Person is living as though they are their spouse or civil partner at the time of the occurrence which is the subject of a claim under this Policy.

### **Period of Insurance**

the period between and inclusive of the dates shown From: and To: in the Policy Schedule commencing at 00.00 hours on the earliest date shown and expiring at 24.00 hours on the latest date shown. Both dates and times refer to local standard time at the address of the Policyholder as shown in the Policy Schedule.

### **Policyholder**

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

### **Premium**

the amount shown on the Policy Schedule in respect of the specified Period of Insurance or any amount which subsequently becomes due as a result of alteration, adjustment or renewal of the Policy.

### **Qualified Medical Practitioner**

a doctor or specialist who is registered or licensed to practice medicine under the laws of the country in which they practice other than;

1. an Insured Person; or
2. a Partner of the Insured Person; or
3. a member of the immediate family of the Policyholder or of an Insured Person: or
4. an Employee or Director of the Policyholder.

### **Secondment**

a posting made by the Policyholder that requires a Director or Employee to live and work outside of their Country of Domicile for a temporary and specified period.

### **United Kingdom**

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

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





## Policy Conditions

In addition to these Policy Conditions there may be Specific Conditions relevant to individual Sections and sub-sections of this Policy. These are shown in the appropriate Sections or sub-sections.

### Acquisitions

If during the Period of Insurance the Policyholder acquires or creates a subsidiary or Associated Company either directly or through one of its own subsidiaries, cover under this Policy automatically extends to include such subsidiary or Associated Company from the date of its acquisition or creation, provided that the revised underwriting information does not vary by more than 10% from the information upon which the premium at inception or last renewal (whichever occurred last) was calculated. Underwriting information for the purposes of this Condition shall mean whichever of the following elements has formed the basis of the premium calculation;

1. estimated salaries;
2. numbers of Insured Persons;
3. travel pattern;
4. fixed benefits.

If the revised underwriting information varies by more than 10% ACE agrees to provide cover from the date of creation or acquisition of such subsidiary or Associated Company, for a period of 30 days during which time the Policyholder shall provide any additional information as ACE may require and pay such additional premium as may become due.

### Adjustable Premiums

If it has been agreed that any part of the premium, being based on estimated numbers, is adjustable then the Policyholder shall within 30 days of the end of the Period of Insurance provide the actual numbers to ACE and the premium will be adjusted accordingly.

### Arbitration

If any difference arises as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the relevant statutory provisions. Where any difference is to be referred to arbitration in accordance with this Condition, the making of an award shall be a condition precedent to any right of action against ACE.

### Assignment

Subject to the Policy Conditions headed 'Payment of Benefits' and 'Trust', the benefits under this Policy may not be assigned by the Policyholder and ACE shall not be bound to accept or be affected by any notice or any trust, charge, lien, purported assignment or other dealing with or relating to this Policy.

### Bank Charges

ACE shall not be liable for any charges applied by the receiving bank for any transactions made in relation to a claim.

### Cancellation

ACE may cancel;

1. this Policy by giving thirty days written notice to the Policyholder at their last known address and in such event the premium for the period up to the date when the cancellation takes effect shall be calculated and ACE shall promptly return any unearned portion of the premium paid; and
2. any cover provided by this Policy for War by sending seven days written notice to the Policyholder at their last known address.

The Policyholder may cancel this Policy;

by giving 30 days written notice to ACE at their head office address in the United Kingdom. In such event, provided no claim has been paid or is payable and no incident has occurred which could give rise to a claim under this Policy, the premium for the period up to the date of cancellation will be calculated and ACE shall promptly return any unearned portion of the premium paid, subject to a minimum retention by ACE of GBP100.

### Change in Business Description

The Policyholder shall give written notice within a reasonable time of any alteration in the Policyholder's Business.

### Choice of Law

This Policy shall be governed by and construed in accordance with the Law of England and Wales and the English Courts alone shall have jurisdiction in any dispute. Communication of and in connection with this Policy shall be in the English language.



### **Compliance with Policy Requirements**

The Policyholder and where relevant the Policyholder's representatives, shall comply with all applicable terms and conditions specified in this Policy. ACE reserves the right not to pay a claim.

### **Contracts (Rights of Third Parties) Act**

The Contracts (Rights of Third Parties) Act 1999 or any amendment thereto shall not apply to this Policy. Only ACE and the Policyholder can enforce the terms of this Policy. No other party may benefit from this contract as of right. The Policy may be varied or cancelled without the consent of any third party.

### **Hijack/Kidnap**

If an Insured Person is the victim of a Kidnap or Hijack the insurance provided by this Policy for such Insured Person shall continue for a period not exceeding twelve months from the date of Kidnap or Hijack to enable the Insured Person to complete the original Journey or to return to their Country of Domicile.

### **Interest**

No sum payable by ACE under this Policy shall carry interest unless payment has been unreasonably delayed by ACE following receipt of all the required certificates, information and evidence necessary to support the claim. Where interest becomes payable by ACE, it will be calculated;

1. from the date of final receipt of such certificates, information or evidence; and
2. at the base rate established by the Bank of England on such date.

### **Journeys continuing beyond expiry of Period of Insurance**

Where a Journey continues beyond the expiry of the Period of Insurance for reasons beyond the control of the Policyholder or Insured Person such period is extended for up to a maximum of twelve months or until the completion of such Journey whichever is sooner.

### **Misdescription**

In the event of fraudulent misrepresentation, misdescription or non-disclosure of any material particular by or on behalf of the Policyholder, this Policy will be voidable. In the event of all other misrepresentation, misdescription or non-disclosure of any material particular by or on behalf of the Policyholder, this Policy may have additional terms or additional premium applied. Any additional terms imposed will not apply to any claims which have been finally agreed by ACE, whether paid or not, prior to the date of ACE notification to the Policyholder or its agent of the additional terms.

### **Payment of Benefits**

Notwithstanding the Policy Condition headed 'Assignment', where in relation to any claim the Policyholder, at its discretion, directs ACE to do so, ACE shall pay benefits to, or indemnify, a named Insured Person and the receipt of such Insured Person shall be a sufficient discharge of ACE's liability to indemnify or pay the benefits concerned.

### **Reasonable Precautions**

The Policyholder shall take all reasonable steps to avoid or minimise any loss or damage and to recover any property which has been lost or stolen.

### **Sanctions**

ACE shall not provide cover and ACE shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose ACE to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

### **Trust**

The Policyholder holds its rights under this Policy on trust for the benefit of the Insured Persons and, where applicable, for itself. The Policyholder shall be under no fiduciary obligation or other obligation as trustee to maintain the Policy or the cover it provides and shall be free to exercise any rights to terminate the Policy or to agree with ACE any amendments or restrictions at any time in its sole discretion.



## Claims Provisions

### Notification

On the happening of any occurrence likely to give rise to a claim under this Policy notice shall be given to the ACE Claims Service Team as soon as reasonably possible after the date of the occurrence.

Postal Address: ACE European Group Ltd, (Claims Dept), PO Box 4511, Dunstable, LU6 9QA.  
Telephone: +44(0)845 841 0059  
Facsimile: +44 (0)141 285 2901  
E-mail: ah.ukclaims@acegroup.com

### Information

The Policyholder shall at their own expense furnish to ACE such certificates, information and evidence as ACE may from time to time reasonably require in the form prescribed by ACE. ACE shall be allowed at its own expense, upon reasonable notice to the Policyholder, to request a medical examination of an Insured Person as appropriate.

### Fraud

If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or devices shall be used by the Policyholder or anyone acting on the Policyholder's behalf or by an Insured Person or any Insured Person's legal representatives to obtain benefit under this Policy ACE shall be under no liability in respect of such claim.

### Application of any Excess

Any Excess, where applicable, will apply separately under each section or sub-section, in respect of each and every claim and for each Insured Person.

### Co-operation

The Insured Person shall as soon as possible after the occurrence of any Accidental Bodily Injury or illness;

- a) obtain and follow the advice of a Qualified Medical Practitioner;
- b) co-operate with and follow the advice of an independent rehabilitation case manager where appointed by ACE and ACE shall not be liable for any consequences of the Insured Person's failure to cooperate and obtain and follow such advice and use such appliance or remedies as may be prescribed.

### Currency

Claims involving foreign currency will be converted into the currency in which the premium and benefits/indemnity limits are shown, at the selling rate of exchange published in the Financial Times on the day nearest to the date of the loss.



## Section A. Injury

### Section A1 - Main Benefits

The cover provided by this section will apply only if a benefit amount is shown in the relevant section in the Schedule of Benefits.

If during a Period of Insurance an Accident occurs during the Effective Time and causes Bodily Injury to an Insured Person, ACE will pay the Policyholder the benefit amount shown in the Schedule of Benefits for;

#### Death

#### Permanent Total Disablement from Usual Occupation or Any Occupation

The Definition that applies is shown in the Schedule of Benefits.

#### Permanent Disabling Injuries

The disablement which has lasted for at least 12 months which in ACE's opinion is beyond the hope of recovery. ACE will pay a percentage of the amount shown in the Schedule of Benefits. The percentage payable will be relative to the degree of disablement based on a Scale of Injuries which prescribes the maximum percentage payable. The Scales are shown below and the Scale that applies is shown in the Schedule of Benefits.

#### Injury Scales

Full Scale of Injuries		
A.	Loss of one or more limbs	100%
B.	Loss of sight in one or both eyes	100%
C.	Loss of speech	100%
D.	Loss of hearing in both ears	100%
E.	Loss of intellectual capacity	100%
F.	Loss of hearing in one ear	25%
G.	Post Traumatic Stress Disorder but subject to a maximum payment of GBP 15,000	20%
H.	Total loss of use of:	
	i) the back or spine below the neck with no damage to the spinal cord	40%
	ii) the neck or cervical spine with no damage to the spinal cord	35%
	iii) a shoulder, elbow or wrist	25%
	iv) a hip, knee or ankle	20%
I.	Loss of or total loss of use of:	
	i) a thumb	30%
	ii) a forefinger	20%
	iii) any other finger	10%
	iv) a big toe	15%
	v) any other toe	5%
J.	Payment for any Permanent Disabling Injury not noted above will be calculated on a medical assessment by ACE of the degree of disablement relative to this scale. No account shall be taken of the Insured Person's occupation.	

Specified Scale of Injuries		
A.	Loss of one or more limbs	100%
B.	Loss of sight in one or both eyes	100%
C.	Loss of speech	100%
D.	Loss of hearing in both ears	100%
E.	Loss of intellectual capacity	100%
F.	Loss of hearing in one ear	25%
<p>Provisions applicable to Permanent Disabling Injuries</p> <p>1 The total amount payable shall not exceed 100% of the amount shown in the Schedule of Benefits in respect of any one Accident.</p> <p>2 If benefit is payable for Loss of or Loss of use of a limb then benefit for loss of or loss of use of parts of that limb cannot also be claimed.</p> <p>3 Cover for an Insured Person who has attained the age of seventy-five years shall be limited to Loss of one or more limbs or Loss of sight in one or both eyes and the maximum benefit amount payable shall not exceed the amount stated in the Schedule of Benefits.</p>		

#### Temporary Total Disablement

Temporary disablement which entirely prevents the Insured Person from engaging in their usual occupation. The Benefit Period and the Deferment Period are as stated in the Schedule of Benefits.

#### Temporary Partial Disablement

Temporary disablement which prevents the Insured Person from engaging in a substantial part of their usual occupation. The Benefit Period and the Deferment Period are as stated in the Schedule of Benefits.



## Section A2 - Additional Benefits

This Section of the Policy provides increased benefit amounts as detailed below. They apply only to Insured Persons. They apply only if the Insured Person is covered for the same benefit in Section A1 and there is a valid claim under that benefit.

If during a Period of Insurance an Accident occurs during the Effective Time and causes Bodily Injury to an Insured Person, resulting in any of the following, ACE will pay the Policyholder the benefit amounts shown subject to the Maximum Limits per Insured Person limits stated in the Schedule of Benefits;

### Catastrophic Fatal Accident

In the event of the Death of 5 or more Insured Persons, being Directors, Business Partners or Employees of the Policyholder, in the same Accident an additional GBP 25,000 for Personnel Replacement Expenses.

### Chauffeur or Taxi

An additional 5% of the benefit in the event of a valid claim for Permanent Total Disablement, Permanent Disabling Injuries, Temporary Total Disablement or Temporary Partial Disablement, if the Insured Person is unable to travel to and from work using the method of transport normally used prior to the Accident, for the reasonable costs of a chauffeur or taxi service to convey the Insured Person to and from work until;

1. such time as the Insured Person is well enough to resume using the method of transport normally used prior to the Accident; or
2. benefit ceases to be payable under Temporary Total Disablement or Temporary Partial Disablement; or
3. 12 months from the date the Accident occurred; whichever occurs first.

Where the Policyholder requests payment of benefit under this extension in order to mitigate a claim that would otherwise be payable under Temporary Total Disablement or Temporary Partial Disablement then, subject to the limitations above, ACE will pay the benefit for chauffeur or taxi service expenses based on the benefit amount that would otherwise have been payable under Temporary Total Disablement or Temporary Partial Disablement.

### Dependant Adult

In the event of the Death of an Insured Person an additional benefit of GBP 25,000 for each Dependant Adult.

### Dependant Child/Children

In the event of the Death of an Insured Person an additional GBP 5,000 or 5% of the Insured Person's Death benefit, whichever is the greater, for each Child; or

In the event of the Death of an Insured Person and their Partner in the same Accident, an additional 100% of the Insured Person's Death benefit for Children.

### Estate Administration

In the event of the Death of an Insured Person up to an additional GBP 2,000 for reasonable expenses incurred whilst the administration of the Insured Person's estate is being arranged.

### Funeral Expenses

In the event of the Death of an Insured Person up to an additional GBP 10,000 for reasonable funeral expenses incurred in their Country of Domicile. If Death occurs outside of the Insured Person's Country of Domicile and the Insured Person is covered by Section B1, this Funeral Expenses benefit shall not apply.

### Hemiplegia

An additional GBP 25,000 if the Insured Person suffers Permanent Total Disablement as a result of Hemiplegia.

### Home Adaptation/Relocation

Up to an additional GBP 25,000 if the Insured Person suffers Permanent Total Disablement as a result of Paraplegia or Quadriplegia for reasonable expenses to adapt the Insured Person's home or to relocate to another home to cater for the practical changes involved in living with the disablement.

### Home Help

An additional 5% of the benefit in the event of a valid claim for Permanent Total Disablement, Permanent Disabling Injuries, Temporary Total Disablement or Temporary Partial Disablement, to a maximum of GBP 10,000 for the reasonable costs of providing domestic cooking, cleaning, laundry, shopping and similar services until;

1. benefit ceases to be payable under Temporary Total Disablement or Temporary Partial Disablement; or
2. 12 months from the date the Accident occurred, whichever occurs first.



### **Independent Financial Advice**

Up to a maximum of GBP 2,500 following a valid claim for Death, Permanent Total Disablement or a 100% Permanent Disabling Injury (items A to E in the Scale of Injuries) in respect of fees charged by an authorised independent financial advisor to provide professional financial advice.

### **Injury Medical Expenses**

An additional 25% of the benefit in the event of a valid claim for Death, Permanent Total Disablement, Permanent Disabling Injuries, Temporary Total Disablement, Temporary Partial Disablement or Permanent Disfigurement or Scarring of the Face, up to a maximum of GBP 30,000 per claim.

### **Paraplegia**

An additional GBP 50,000 if the Insured Person suffers Permanent Total Disablement as a result of Paraplegia.

### **Post Traumatic Stress Disorder - Terrorism**

An additional 50% of the Temporary Total Disablement Benefit or GBP 350 per week, whichever is the lesser amount, payable for up to 13 weeks if disablement arises as a result of post traumatic stress disorder as a result of an Insured Person directly witnessing an act of Terrorism on a publicly licensed conveyance (other than an aircraft or sea vessel). Post traumatic stress disorder must be suffered within 6 months of the event.

### **Quadriplegia**

An additional GBP 125,000 if the Insured Person suffers Permanent Total Disablement as a result of Quadriplegia.

### **Quality of Life Improvement Advice**

Up to GBP 15,000 for reasonable and necessary external costs incurred by the Policyholder to engage professional advice and assistance where a valid claim for Permanent Total Disablement becomes payable in respect of an Insured Person who is;

1. a Director, Business Partner or Employee of the Policyholder; and
2. rendered incapable of performing any occupation whatsoever, aimed at improving the quality of the Insured Person's life.

### **Recruitment Expenses (Suicide)**

In the event of the Death of an Insured Person as a result of suicide, ACE will pay the Policyholder up to GBP 12,000 for authorised and documented costs incurred in engaging a replacement Employee or Director.

### **Rehabilitation Case Management & Treatment**

Up to GBP 5,000 in the event of a valid claim for Permanent Total Disablement or a 100% Permanent Disabling Injury (items A to E in the Scale of Injuries) for ACE to engage independent injury management specialists to provide Rehabilitation Case Management Services and to pay for reasonable and necessary Rehabilitation Treatment until;

1. the Insured Person has returned to work in his pre-injury occupation (where relevant); or
2. the clinical indication is that further functional improvement is unlikely; or
3. the benefit amount of GBP 5,000 has been exhausted, whichever occurs first.

### **Retraining**

Up to GBP 15,000 if the Insured Person suffers Permanent Total Disablement (the "Usual" definition must apply) for reasonable costs incurred to retrain the Insured Person for an alternative occupation either in the Business of the Policyholder or elsewhere.

### **Retraining for a Partner**

Up to GBP 15,000 in the event of the death or Permanent Total Disablement (the "Usual" definition must apply) of an Insured Person, for the reasonable costs incurred;

1. in training or retraining the Insured Person's Partner for gainful employment; or
2. to improve the employment prospects of the Insured Person's Partner; or
3. to enable the Insured Person's Partner to improve the quality of care they can provide for the Insured Person.

### **Triplegia**

An additional GBP 75,000 if the Insured Person suffers Permanent Total Disablement as a result of Triplegia.



## Section A3 - Automatic Additional Benefits

This Section of the Policy provides additional benefits as detailed below. They apply only to Insured Persons and the Policyholder. They apply automatically.

If during a Period of Insurance an Accident occurs during the Effective Time and causes Bodily Injury resulting in any of the following, ACE will pay the Policyholder the benefit amounts shown subject to the Maximum Limits per Insured Person limits stated in the Schedule of Benefits;

### **Coma**

GBP 100 for each day the Insured Person remains in a Coma up to a maximum of 730 days.

### **Hospital Confinement within Country of Domicile**

GBP 100 for each complete day of Hospital Confinement of the Insured Person up to a maximum of 365 days.

### **Hospital Transfer**

Up to a maximum of GBP 5,000 for Hospital Transfer Expenses if Hospital Confinement of the Insured Person is required more than 25 miles away from their normal residence and confinement is expected to last 72 hours or more. The transfer must be organised by *businessclass* Assistance.

### **Hospital Visiting**

GBP 100 for each complete day of Hospital Confinement of the Insured Person more than 25 miles away from their normal residence up to a maximum of GBP 2,500 for additional travel and accommodation expenses reasonably and necessarily incurred by;

1. the Insured Person's Partner, children or parents; and/or
2. a close Business associate of the Insured Person,  
for the purposes of visiting the Insured Person during such period of Hospital Confinement.

### **Loss of or Damage to Personal Belongings from Assault**

Up to GBP 1,500 if an unprovoked assault results in the Insured Person sustaining Bodily Injury and loss of or damage to clothing and personal articles.

### **Permanent Disfigurement or Scarring of the Face**

Up to GBP 10,000 for disfigurement or scarring of the Insured Person covering the whole area of the Face. A minimum amount of GBP 1,000 will apply for disfigurement or scarring of at least one square centimetre or two centimetres in length. Payment between the minimum and maximum amounts shall be calculated in accordance with the degree of disfigurement or scarring relative to this scale. No account shall be taken of any psychological effects. The level of benefit payable shall be assessed at the time when the Insured Person reaches maximum medical improvement (upon a medical assessment by ACE), or as at 24 calendar months from the date of the Accident, whichever is sooner.

### **Return Home**

Up to GBP 750 for additional expenses reasonably and necessarily incurred in returning the Insured Person, their personal belongings and any portable business equipment to their home if more than 10 miles away from it and being prevented from returning there due to physical incapacity lasting 72 hours. The return must be organised by *businessclass* Assistance.

## Section A4 - Corporate Reputation

This Section of the Policy provides the additional benefit detailed below. It applies only to the Policyholder. It applies automatically.

If during a Period of Insurance an Accident occurs and causes Bodily Injury ACE will pay the Policyholder up to GBP 50,000 during any one Period of Insurance for reasonable and necessary external costs incurred by the Policyholder to protect their corporate reputation in the event of Insured Persons or Visitors sustaining Bodily Injury whilst legally in or on the Policyholder's premises. Bodily Injury must result in Death, Permanent Total Disablement or a 100% Permanent Disabling Injury (items A to E in the Scale of Injuries) and costs must be for;

1. the engagement of image and/or public relations consultants; and/or
2. the release of information through the media, within 15 days of and directly in connection with such Bodily Injury, to protect and/or positively promote the Policyholder's image.



## Section A5 - Cover for additional persons

This Section of the Policy provides cover for the following persons subject to the provisos where shown. Cover applies only if the persons described in each Category are not otherwise an Insured Person.

If during a Period of Insurance an Accident occurs during the Effective Time and causes Bodily Injury to a person described, ACE will pay the Policyholder the benefit amount shown in the table below. The Aggregate Limit payable under this extension is GBP 250,000 per Event.

Category	Effective Time	Benefits payable	Provisos
Partners and Children of Directors.	24 hours a day.	Permanent Disabling Injuries Specified Scale Benefit Amount GBP 25,000	Directors must be covered under Section A1 with an Effective Time of; 24 hours a day; or Whilst engaged in their occupation
Partners and Children of Employees.	Whilst on any trip with the Employee in connection with the Business including days added by the Employee for personal reasons.	Permanent Disabling Injuries Specified Scale Benefit Amount GBP 25,000	Employees must be covered under Section A1 with an Effective Time of; 24 hours a day; or Whilst engaged in their occupation
Directors, Employees and guests of the Policyholder .	Whilst on any trip in connection with a Corporate Event involving (a) any travel outside the Country of Domicile, or (b) air travel within the Country of Domicile, or (c) any travel within the Country of Domicile provided such travel involves an overnight stay away from home or normal place of Business.	Death, or Permanent Total Disablement - Any Occupation, or Permanent Disabling Injuries - Specified Scale Benefit Amount GBP 25,000 The Death benefit for a Child is limited to GBP 20,000	
Up to two relatives, friends or close Business associates of an Insured Person.	Whilst on a trip made solely for the purposes of being with an Insured Person who has sustained injury or suffered illness on a Journey outside the Country of Domicile, for which cover is provided by this Policy.	Permanent Disabling Injuries Specified Scale Benefit Amount GBP 25,000	
Any Visitor.	Whilst legally in or on the Premises.	Death, or Permanent Disabling Injuries - Specified Scale Benefit Amount GBP 25,000	The Death benefit for a Child is limited to GBP 20,000



## Section A - Definitions



Certain words in this section have a specific meaning. They have this specific meaning wherever they appear in the Policy, Schedule, endorsements or memoranda and are shown by using capital letters.

### **Aggregate Limit**

the maximum amount shown in the Schedule of Benefits that ACE will pay per Event.

### **Annual Salary**

the gross salary or wages payable per annum by the Policyholder to the Insured Person as remuneration for services provided immediately preceding the date of death or disablement excluding loans, whether repayable or otherwise, benefits in kind, profit share payments, overtime, expenses payments and/or dividends unless these emoluments have been specifically included in the estimated/actual salaries/wages on which the premium has been based.

### **Benefit Period**

the maximum (but not necessarily consecutive) period for which temporary total disablement or temporary partial disablement benefits are payable in respect of any Insured Person for any one Accident. The Benefit Period commences at the end of the Deferment Period, if any.

### **Coma**

an extended period of unconsciousness from which an Insured Person cannot be aroused even with the most painful stimuli and assessed by a Qualified Medical Practitioner as scoring less than 9 on the Glasgow Coma Scale (GCS).

### **Deferment Period**

a period at the beginning of a period of temporary total disablement or temporary partial disablement during which benefits are not payable.

### **Dependant Adult**

any person who is dependent on the Insured Person and for whom the Insured Person is in receipt of a carer's or attendance benefit from the state.

### **Event**

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

### **Hemiplegia**

complete paralysis of one leg, one arm and trunk on the same side of the body which results in Permanent Total Disablement.

### **Hospital Confinement within Country of Domicile**

admission to a Hospital for a continuous period of 24 hours or more on the advice of and under the constant supervision of a Qualified Medical Practitioner.

### **Hospital Transfer Expenses**

costs reasonably and necessarily incurred in transferring the Insured Person to the most suitable hospital or nursing home nearest to his/her home, including;

1. the cost of medical surgical or remedial treatment given or prescribed by a Qualified Medical Practitioner; and
2. hospital and nursing home treatment, and ambulance charges, necessary to enable the transfer to be undertaken and without which the transfer could not be made.

### **Injury Medical Expenses**

costs incurred for medical, surgical or other remedial attention or treatment given or prescribed by a Qualified Medical Practitioner and all Hospital, nursing home and ambulance charges following an Accident for which ACE has paid or agreed to pay a benefit.

### **Loss of hearing**

total and permanent loss of hearing.

### **Loss of intellectual capacity**

Permanent loss of ability to remember, reason, perceive, understand, express and give effect to ideas.



### **Loss of limb**

1. in respect of an arm;
  - a) permanent physical severance of the four fingers at or above the metacarpal phalangeal joints (where the fingers join the palm of the hand); or
  - b) the permanent total loss of use of an entire hand or arm; and
2. in respect of a leg;
  - a) physical severance or total loss of use above the level of the ankle (talo-tibial joint); or
  - b) the permanent total loss of use of an entire foot or leg.

### **Loss of sight**

shall be deemed to have occurred;

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

### **Loss of speech**

total and permanent loss of speech.

### **Maximum Limit per Insured Person**

the maximum amount shown in the Schedule of Benefits payable for any Insured Person for all Bodily Injury arising from any one Accident.

### **Paraplegia**

complete paralysis of the lower half of the body including both legs which results in Permanent Total Disablement.

### **Permanent Total Disablement from Usual Occupation**

disablement which has lasted for at least 12 months, which in ACE's opinion is beyond hope of recovery, will in all probability continue for the remainder of the Insured Person's life and which results in their inability to perform or give attention to their usual occupation.

### **Permanent Total Disablement from Any Occupation**

disablement which has lasted for at least 12 months, which in ACE's opinion is beyond hope of recovery, will in all probability continue for the remainder of the Insured Person's life and which results in their inability to perform or give attention to any gainful occupation for which they are fitted by way of training, education or experience.

### **Personnel Replacement Expenses**

costs reasonably and necessarily incurred for;

1. overtime payments & temporary replacement costs;
  - a. in paying overtime; and/or
  - b. for hiring temporary employees, to cover the work normally undertaken by such Directors Business Partners or Employees for up to 13 weeks in total;
2. recruitment costs in finding permanent replacement Directors, Business Partners or Employees including advertising fees and recruitment consultants fees.

### **Premises**

any premises occupied by the Policyholder in connection with the Business as advised to ACE.

### **Quadriplegia**

complete paralysis of all four limbs which results in Permanent Total Disablement.

### **Rehabilitation Case Management**

the managed medical case management services provided by ACE to offer a proactive approach to injury management.

### **Rehabilitation Treatment**

clinically evidenced based procedures and therapies including but not limited to: MRI/CT scans, X-rays, physiotherapy and gym based programmes, osteopathy, chiropractic, counselling/CBT, surgical procedures, consultations, podiatry.

**Remunerated Employment**

any gainful remunerated work for which the Insured Person is contracted to work at least 16 hours per week.

**Terrorism**

any act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed in the pursuit of War or for political, religious or ideological purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

**Triplesia**

complete paralysis of three limbs which results in Permanent Total Disablement.

**Visitor**

any person, whilst legally in or on the Policyholder's Premises, other than;

1. an Insured Person; and/or
2. a Director, Business Partner or Employee of the Policyholder that is not an Insured Person; and/or
3. a person undertaking a contract for the supply of services to the Policyholder; and/or
4. a member of the armed forces or police, ambulance, fire brigade or other emergency service, sustaining Bodily Injury in the course of duty.

**Weekly Wage**

the average of the gross weekly amount payable by the Policyholder to the Insured Person as a wage or salary for services provided as set out in the Insured Person's contract of employment, reasonably adjusted to take into account any seasonal fluctuations, overtime or other payments earned by the Insured Person in the thirteen weeks immediately preceding the date of commencement of the period of Temporary Total Disablement or Temporary Partial Disablement, excluding loans whether repayable or otherwise benefits in kind profit share payments overtime, expenses payments and/or dividends unless these emoluments have been specifically included in the estimated/actual salaries/wages on which the Premium has been based.

**Working Day**

each complete day of Temporary Total Disablement or Temporary Partial Disablement during which, had it not been for the disablement, the Insured Person would normally have been working or engaging fully in their usual occupation.



## Section A - Provisos and Limitations

### **Disappearance**

If an Insured Person disappears and after a suitable period of time it is reasonable for the Police or registration authorities to believe that such Insured Person has died as a result of Bodily Injury, the Death benefit shall become payable subject to a signed undertaking being given by the Policyholder that if the belief is subsequently found to be wrong such Death benefit shall be refunded to ACE.

### **Exposure**

If an Insured Person suffers Bodily Injury as a result of unavoidable exposure to severe weather conditions ACE will consider it as having been caused by an Accident.

### **Known conditions**

Any contributory degenerative condition or disablement (as determined by a Qualified Medical Practitioner) known by the Insured Person to be in existence at the time of sustaining Bodily Injury will be taken into account by ACE in assessing the level of benefit payable under the Permanent Total Disablement or Permanent Disabling Injuries benefits.

### **Payment of Benefit under multiple Items**

Benefit shall not be payable under more than one of the Death, Permanent Total Disablement or Permanent Disabling Injuries benefits in respect of any one Accident. Temporary Total Disablement and Temporary Partial Disablement benefits will be payable in addition to any amount claimed under Permanent Total Disablement or Permanent Disabling Injuries. The total benefit payable in respect of any one Accident shall not exceed the Maximum Limits per Insured Person shown in the Schedule of Benefits.

### **Payment of the Death Benefit**

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

### **Death Benefit for Children**

The Death benefit for a Child is limited to the amount shown in the Schedule of Benefits unless the Child is included in the Policy as an Insured Person, is aged 16 or over and is a Director, Business Partner or Employee of the Policyholder.

### **Limited Benefits over age 75**

If a person is aged 75 or over at the date of sustaining Bodily Injury, cover applies only in respect of Death or Permanent Disabling Injuries (but only items A or B in the Scale of Injuries) and is limited to the Maximum Limits per Insured Person shown in the Schedule of Benefits.

### **Application of Benefit Periods of less than a week**

Where a period of Temporary Total Disablement or Temporary Partial Disablement is less than a complete week the amount payable for each Working Day shall be an appropriate percentage of the Insured Person's normal days/hours of work per week as set out in their contract of employment, reasonably adjusted to take into account any overtime or other payments earned by the Insured Person prior to the period of Temporary Total Disablement or Temporary Partial Disablement.

### **Limitation of the Permanent Total Disablement Benefit**

The Permanent Total Disablement benefit shall not apply to Insured Persons not usually engaged in Remunerated Employment. Any claim where this limitation applies will be dealt with under the Full Scale of the Permanent Disabling Injury benefit.

### **Application of the Aggregate Limit**

If the aggregate amount of all benefits payable under this Section exceeds the applicable Aggregate Limit the benefit amount payable for each Insured Person, and each other item of claim, shall be proportionately reduced until the total of all benefits does not exceed such Aggregate Limit. Where more than one Schedule, Schedule of Benefits or Policy showing benefits has been issued by ACE in the name of the Policyholder, one Aggregate Limit, the greatest, shall apply overall.



## Section A - Exclusions

ACE will not pay any claim for Bodily Injury, or expense which results from or is contributed to by;

1. sickness or disease which is not itself the direct result of Bodily Injury.
2. repetitive stress (strain) injury or syndrome or any gradually operating cause.
3. any psychological or psychiatric condition, other than Post Traumatic Stress Disorder.
4. the Insured Person committing or attempting to commit suicide or intentionally inflicting self injury.
5. the Insured Person engaging in aviation as a pilot or crew member of an aircraft or other aerial device.
6. the Insured Person being a full time member of the armed forces of any nation or international authority or a member of any reserve forces called out for permanent service.
7. War, whether declared or not in the Insured Person's Country of Domicile.



## Section A - Assistance

The Policyholder and Insured Person may call businessclass Assistance for a number of assistance, counselling, advice and information services providing emotional support and practical advice.

Please note that the counselling service and the advice lines are only available to persons resident in the United Kingdom.

**If assistance is required at any time, call +44 (0)20 7173 7796 and follow the instructions on the *businessclass* Assistance line.**

### Using *businessclass* Assistance

When *businessclass* Assistance is called the following information will be needed;

1. The caller's name and the name of their employer, company or organisation;
2. The contact number and address where the caller can be reached;
3. The nature of the assistance needed,

The assistance services are included automatically. Costs and expenses authorised by *businessclass* Assistance will normally be covered by this insurance.

### Hospital Transfer

Assistance with the transfer of an Insured Person to a Hospital more than 25 miles away from home at the request of the Policyholder and with the agreement of the Insured Person or his/her Partner or next of kin, the Qualified Medical Practitioner attending the Insured Person and ACE's medical advisors.

### Return Home

Assistance in returning the Insured Person, their personal belongings and any portable Business equipment to their home if more than 10 miles away from it and being prevented from returning there due to physical incapacity lasting 72 hours.

### Counselling

Identifying and managing stress and stressful situations, crisis counselling, debt counselling, addiction counselling, advice on the practical and emotional aspects of living with a long-term injury or disablement, following death - support and help for the bereaved family and colleagues to cope with the trauma of their loss, support in dealing with the psychological impact of not being able to continue in employment due to injury and advice about finding more suitable employment, providing information and details of organisations which provide face-to-face counselling.

### Legal Advice

Advice on employment issues.

### Personal Tax advice

General advice on tax issues of a personal nature (but excluding financial planning advice relating to ways of avoiding or reducing personal tax liability).

### Medical Advice

General medical advice which can be given over the telephone, how to access details of the length of hospital waiting lists, providing details of additional sources of information and societies who specialise in dealing with particular disabilities, information on facilities available through Social Services, advice on how to obtain a second opinion.

### Bereavement Advice

Information on locating wills, obtaining grant of probate or letters of administration or the need to consult a solicitor, advice on how to register death, the duties of the coroner and information on the documents required by the registrar, referral to a funeral director and advice on the practical details.

### State Benefit Advice

Information on entitlements to state benefits, and advice on the financial implications of long term absence from work due to injury.



## Section B. Travel

### Section B1 - Medical & Other Expenses

The network of *businessclass* Assistance offices is available whenever an Insured Person is on a Journey covered by this Section.

**The number to call in an emergency is +44 (0)20 7173 7796.**

If during a Period of Insurance the Insured Person becomes ill or sustains Bodily Injury during a Journey outside of their Country of Domicile ACE will indemnify the Policyholder up to the amounts shown in the Schedule of Benefits for any one Journey for;

#### Medical Expenses

reasonable and necessary costs incurred outside the Insured Person's Country of Domicile for immediate medical, surgical or other remedial attention or treatment given or prescribed by a Qualified Medical Practitioner, Hospital, nursing home, ambulance charges, dental and optical expenses incurred in an emergency or as a result of Bodily Injury. Dental expenses are restricted to those incurred only for the immediate and direct relief of pain for the duration of the Journey. Expenses associated with pregnancy are covered if incurred in an emergency as a result of complications (where such complications are diagnosed by a Qualified Medical Practitioner who specialises in obstetrics).

1. *businessclass* Assistance must be informed immediately or as soon as reasonably possible of any emergency that may potentially give rise to a claim.
2. Where it is reasonable and practical to do so, the Policyholder must make arrangements for inpatient treatment and/or day surgery only with the involvement and/or agreement of *businessclass* Assistance.
3. ACE shall cease to indemnify the Insured Person if they elect to remain in the country where Medical Expenses were first incurred after *businessclass* Assistance has deemed it to be appropriate to repatriate the Insured Person.

#### Hospital Confinement outside of Country of Domicile

admission to a Hospital outside the Insured Person's Country of Domicile for a continuous period of 24 hours or more on the advice of and under the constant supervision of a Qualified Medical Practitioner.

#### Supplementary Travel and Accommodation Expenses

reasonable additional costs necessarily incurred for travel and accommodation of up to two relatives, friends or close Business associates who on medical advice from a Qualified Medical Practitioner are advised to travel to or remain with the Insured Person whilst outside their Country of Domicile.

#### Repatriation Expenses

reasonable costs necessarily incurred in repatriating the Insured Person to the most suitable Hospital or to the Insured Person's home address in their Country of Domicile at the earliest opportunity provided that such repatriation is;

1. medically necessary; and
2. organised by *businessclass* Assistance

Provided that:

1. The Policyholder must not make or attempt to make arrangements without the involvement and/or agreement of *businessclass* Assistance.
2. The Policyholder will reimburse ACE in respect of all costs incurred in the event of repatriation services being provided by *businessclass* Assistance in good faith to any person not insured under this Policy.

#### On-going treatment as an in-patient following repatriation

If, in the 12 months immediately following repatriation to their Country of Domicile the Insured Person requires on-going medical treatment as an in-patient for the same Injury or illness, ACE will indemnify the Policyholder in respect of reasonable Medical Expenses necessarily incurred and arranged by *businessclass* Assistance. The Insured Person will normally be admitted to a NHS hospital or local equivalent for treatment. Private treatment will be considered only where it is deemed necessary e.g. where, in the opinion of *businessclass* Assistance, a NHS hospital or local equivalent cannot facilitate the Insured Person or provide the treatment within a reasonable period of time.



## Search and Rescue Expenses

If an Insured Person is reported as missing outside of their Country of Domicile and it becomes necessary for the rescue or police authorities to instigate a search and rescue operation where;

1. it is known or believed that the Insured Person may have sustained Bodily Injury or suffered illness; or
2. weather or safety conditions are such that it becomes necessary to do so in order to prevent the Insured Person from sustaining Bodily Injury or suffering illness,

ACE will indemnify the Policyholder in respect of the necessary and reasonable costs incurred by *businessclass* Assistance and/or levied by recognized rescue or police authorities in searching for such Insured Person and for bringing them to a place of safety provided that;

1. all reasonable local safety advice and precautions have been obtained and followed.
2. *businessclass* Assistance must be informed immediately or as soon as reasonably possible of any emergency that may potentially give rise to a claim.
3. Where it is reasonable and practical to do so, the Policyholder must make arrangements for search and rescue only with the involvement and/or agreement of *businessclass* Assistance.
4. Expenses are only payable for the Policyholder's proportion of the search and rescue operation.
5. Costs will only be covered up to the point where the Insured Person is recovered by search and rescue or at the time where the search and rescue authorities advise that continuing the search is no longer viable.
6. A written statement from the appropriate rescue authorities involved in the search and/or rescue must be obtained and provided to ACE in the event of a claim.

## Repatriation of Mortal Remains

Reasonable additional costs in the event of death to repatriate the Insured Person's body or ashes and Personal Belongings to their Country of Domicile and for funeral expenses incurred provided that such repatriation is organised by *businessclass* Assistance.

## Repatriation Expenses Following Suicide

Up to GBP 15,000 for reasonable costs in the event of the Death of an Insured Person as a result of suicide to repatriate the Insured Person's body or ashes and Personal Belongings to their Country of Domicile

## Section B1 - Exclusions

Journeys not covered;

1. any taken against the advice of a Qualified Medical Practitioner.
2. where the purpose of the Journey is to receive medical treatment or advice.
3. where the purpose of the Journey is directly or indirectly related to a medical condition or situation known to exist by the Insured Person.
4. of more than 30 days duration taken by a person aged 75 or over, unless the Journey has been declared to and accepted by ACE.

For Journeys that are covered, ACE shall not be liable for;

5. expenses incurred as a result of the use by an Insured Person of non-prescribed drugs which cannot be legally obtained from a pharmacy.
6. expenses incurred as a result of suicide, attempted suicide or self-inflicted injury.
7. any expenses which are recovered from any national insurance programme in connection with any claim.
8. any expenses incurred 30 days after the time of the incurring of the first expense for the treatment of psychiatric or mental disorders.
9. any expenses incurred twelve months after;
  - a) emergency repatriation to the Country of Domicile in respect of expenses of on-going medical treatment as an in-patient; or
  - b) the time of the incurring of the first expense in respect of other expenses.
10. treatment which in any way arises from or is attributable to any Human Immunodeficiency Virus infection or related syndrome unless it can be proved to the reasonable satisfaction of ACE and their medical advisors that this was contracted as a result of a blood transfusion or other medical treatment received for an unrelated injury or illness whilst on a Journey.
11. loss as a result of the Insured Person being a full time member of the armed forces of any nation or international authority or a member of any reserve forces called out for permanent service.



## Section B2 - Business Equipment & Personal Belongings



If during a Period of Insurance the Policyholder sustains loss, damage or delay to Business Equipment, or there is a loss damage or delay to the Insured Person's Personal Belongings during a Journey ACE will pay the Policyholder in respect of such loss or damage up to the amount shown in the Schedule of Benefits for any one Journey for;

### **Business Equipment**

Equipment used primarily for Business purposes, which is the property of the Policyholder, but which the Insured Person is responsible for and which is taken on or acquired during the Journey by them.

### **Personal Belongings**

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

### **Personal Belongings Delay**

If access is denied to all or part of the Insured Person's Personal Belongings for more than four hours ACE will reimburse the Policyholder in respect of sums paid for the purchase of reasonable and essential items. This benefit shall not apply to the final return leg of the Journey. Any amounts paid under this extension will be deducted from any subsequent amounts payable under Personal Belongings in respect of the same loss.

### **Loss or Delay of Home Keys or Car Keys**

If access is denied to the Insured Person's home keys or car keys for more than four hours after the Insured Person's disembarkation in their Country of Domicile on completion of the final leg of their Journey as a result of loss or theft of such keys occurring outside their Country of Domicile, or delay of Personal Belongings containing such keys, ACE will pay the Policyholder up to the amount shown in the Schedule of Benefits for reasonable and necessary costs incurred for;

- a) having such keys or spare keys couriered to the Insured Person; or
- b) reasonable costs of travel to obtain spare keys; or
- c) locksmiths charges in gaining access and/or replacing locks damaged in gaining access to the Insured Person's home.

### **Section B2 - Basis of Settlement**

1. On the happening of any loss or damage ACE shall be entitled;
  - a) to take and keep possession of any article and to deal with salvage in a reasonable manner.
  - b) at its own option to repair or replace any article for which it is liable.
2. In the event of total loss or destruction of any article of Personal Belongings the basis of settlement shall be the cost of replacing the article as new provided that;
  - a) the replacement article is substantially the same but not better than the original article when new; and
  - b) proof of purchase/ownership is provided for articles valued in excess of GBP 500; and
  - c) the receipt for the replacement item is provided.
3. In the event of total loss or destruction of any article of Business Equipment the basis of settlement shall be the market value of the article at the date of loss taking into account wear, tear and depreciation.



## Section B2 - Exclusions

ACE shall not be liable for;

1. any item of Business Equipment or Personal Belongings valued at more than GBP 3,000.
2. loss of or damage to mechanically propelled vehicles or their accessories (whether such accessories are permanently fitted to such vehicle or not).
3. loss of any items left in a motor vehicle unless kept out of sight in a locked boot or compartment or under the purpose built luggage cover of an estate or hatchback car.
4. loss or corruption of or damage to software, information or data contained in any computer, tapes, media or other electronic equipment or device or any consequential loss arising therefrom.
5. loss or damage due to;
  - a) moth, vermin, wear and tear, atmospheric or climatic conditions or gradual deterioration; or
  - b) inherent mechanical or electrical failure, breakdown or derangement; or
  - c) any process of cleaning, restoring, repairing or alteration.
6. more than a reasonable proportion of the total value of a pair or set where the lost or damaged article is part of a pair or set.
7. loss or damage occurring in the custody of an airline or other transport carrier unless reported immediately upon discovery and in the case of an airline a property irregularity report obtained.
8. loss or damage to any items sent as freight or under an airway-bill or bill of lading.
9. loss due to confiscation or detention by customs or any other authority.
10. any items of household furniture, household appliances or household equipment.
11. loss or damage to Business Equipment or Personal Belongings more specifically insured under any other insurance policy.
12. loss of Money.
13. loss as a result of the Insured Person being a full time member of the armed forces of any nation or international authority or a member of any reserve forces called out for permanent service.



## Section B3 - Money

If during a Period of Insurance the Insured Person suffers loss or theft of Money, financial loss as the result of fraudulent use of credit, debit or charge cards, or loss theft or damage to travel documents during a Journey ACE will pay the Policyholder in respect of such loss or damage up to the amount shown in the Schedule of Benefits for any one Journey for;

### Money

Coins or bank notes (cash), postal or money orders, signed travellers cheques and other cheques, letters of credit, travel tickets, promotional vouchers, petrol coupons or other prepaid coupons which belong to or are in the custody and control of an Insured Person and are intended for travel, meals, accommodation and personal expenditure only.

Foreign currency and travellers cheques purchased for a Journey are covered from the time of collection or 120 hours prior to departure whichever occurs last and up to 120 hours after completion of the Journey or until deposited or cashed, whichever occurs first.

### Financial Card Misuse

Fraudulent use by any person other than the Insured Person, a member of the Insured Person's family or another Employee, provided that the card issuer's terms and conditions have been complied with.

### Travel Documents

Fees to replace an Insured Person's passport, visa, essential travel document or driving licence and any reasonable travel and accommodation expenses necessarily incurred in obtaining such replacements.

## Section B3 - Exclusions

ACE shall not be liable for;

1. loss or theft of a financial card and/or loss or theft of or damage to passport, driving licence or other travel documents not reported to the police and/or appropriate authorities within forty-eight hours of discovery or earlier if required by the card issuer.
2. loss due to confiscation or detention by customs or any other authority.
3. loss due to devaluation of currency or shortages due to errors or omission during monetary transaction.
4. loss as a result of the Insured Person being a full time member of the armed forces of any nation or international authority or a member of any reserve forces called out for permanent service.



## Section B4 - Disruption

If during a Period of Insurance a Journey is delayed, cancelled, altered or curtailed, or the Insured Person has to be replaced, all as a direct result of any cause outside of the Policyholder's or Insured Person's control ACE will pay the Policyholder for reasonable and necessary expenses incurred up to the amount shown in the Schedule of Benefits for any one Journey for;

### **Cancellation**

Loss of deposits or charges for advance payments for travel or accommodation or other charges which have not been or will not be used but which become forfeit or payable under contract.

### **Alteration of Itinerary or Curtailment**

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

### **Rearrangement**

Travel and accommodation costs incurred in sending the original Insured Person to complete the curtailed Journey provided that such travel and accommodation shall be of a standard up to but not exceeding that used for the original Journey.

### **Replacement**

Travel and accommodation costs incurred in sending a replacement Employee to complete the original Journey provided that such travel and accommodation shall be of a standard up to but not exceeding that used by the original Insured Person.

### **Travel Delay**

If the outward or return departure of the aircraft, sea vessel or publicly licensed conveyance (including pre-booked connecting publicly licensed transportation) in which the Insured Person has arranged to travel as part of a Journey is delayed for at least 4 hours from the departure time indicated by the carrier due to strike, industrial action, adverse weather conditions, mechanical breakdown or structural defect affecting that aircraft, sea vessel or publicly licensed conveyance ACE will pay the amounts shown in the Schedule of Benefits.

### **Section B4 - Aggregate Limit**

the maximum that ACE will pay for all claims arising from a single event, or a series of events linked to one original cause.

### **Section B4 - Basis of Settlement**

Where there is an entitlement to a refund on a travel ticket or accommodation voucher, ACE shall be entitled to deduct the value of the unused portion from any claim for Cancellation, Alteration of Itinerary or Curtailment, Rearrangement or Replacement.

If any Journey has been funded wholly or partially by promotional vouchers or awards which have been redeemed and which are non-refundable as a result of Cancellation, Alteration of Itinerary or Curtailment, Rearrangement or Replacement ACE shall indemnify the Policyholder up to the cost of an equivalent Journey up to the maximum amount shown in Schedule of Benefits in respect of any one Insured Person.



## Section B4 - Exclusions

Journeys not covered;

1. any taken against the advice of a Qualified Medical Practitioner.
2. where the purpose of the Journey is to receive medical treatment or advice.
3. where the purpose of the Journey is directly or indirectly related to a medical condition or situation known to exist by the Insured Person.
4. of more than 30 days duration taken by a person aged 75 or over, unless the Journey has been declared to and accepted by ACE.

For Journeys that are covered, ACE shall not be liable for;

5. expenses incurred as a result of the use by an Insured Person of non-prescribed drugs which cannot be legally obtained from a pharmacy.
6. expenses incurred as a result of suicide, attempted suicide or self-inflicted injury.
7. any expenses incurred as the result of the default or financial failure of any transport or accommodation provider, of any agent acting for them or of any agent acting for the Policyholder.
8. any expenses incurred as a result of disinclination of an Insured Person to travel or, if on a Journey, disinclination to continue to travel.
9. any expenses incurred where a Journey is cancelled as a result of redundancy or resignation of the Insured Person or of the termination of the Insured Person's employment within 31 days of the commencement of a pre-booked Journey.
10. any expenses incurred where a Journey is curtailed, altered or rearranged or where an Insured Person must be replaced as a result of redundancy or resignation of the Insured Person or of the termination of the Insured Person's employment once a Journey has commenced.
11. any expenses incurred as result of adverse changes in the Policyholder's financial circumstances.
12. any expenses incurred as a result of regulations or order made by any Public Authority or Government.
13. any expenses incurred as a result of Political Intervention, Natural Disaster, Hijack, Kidnap or a Life-threatening situation.
14. any expenses incurred as a result of strike, labour dispute, mechanical breakdown or failure of the means of transport (other than disruption of road and rail services by avalanche snow or flood) which existed or the possibility of which existed and for which advance warning had been given before the date on which the Journey was booked.
15. applicable to Travel Delay;
  - a) any delay where the Insured Person failed to,
    - i) check in according to the itinerary supplied unless the failure was itself due to strike or industrial action; and
    - ii) obtain written confirmation from the carriers or their handling agents of the number of hours delay and the reason for such delay.
  - b) withdrawal from service temporarily or otherwise of an aircraft, sea vessel or other publicly licensed conveyance on the orders or recommendation of the manufacturer, the Civil Aviation Authority, Rail Authority or Port Authority or any similar body in any country.
  - c) the Policyholder cancelling the Journey and being able to claim for Cancellation Expenses.
16. loss as a result of the Insured Person being a full time member of the armed forces of any nation or international authority or a member of any reserve forces called out for permanent service.



## Section B 4.1 - Natural Hazard

If during a Period of Insurance a Journey is delayed, cancelled, altered or curtailed all as a direct result of a Natural Hazard ACE will pay the Policyholder for reasonable and necessary expenses incurred up to the amount shown in the Schedule of Benefits for any one Journey for;

1. Cancellation
2. Alteration of Itinerary or Curtailment
3. Rearrangement
4. Travel Delay

A Natural Hazard shall mean a naturally occurring flood, tornado, hurricane, volcanic eruption, earthquake or landslide.

The following exclusions within Section B4 - Disruption are deleted and replaced by:

12 any expenses incurred as a result of regulations or order made by any Public Authority or Government, unless the regulations or order are made as a direct result of Natural Hazard.

15b) withdrawal from service temporarily or otherwise of an aircraft, sea vessel or other publicly licensed conveyance on the orders or recommendation of the manufacturer, the Civil Aviation Authority, Rail Authority or Port Authority or any similar body in any country, unless the orders or recommendations are made as a direct result of Natural Hazard.



## Section B5 - Serious Disruption

Cover under this Section only applies when *businessclass* Assistance have been notified of an emergency, as a direct result of a cause specified below, and have agreed to provide their services. Less serious causes of disruption will be dealt with under Section B4 - Disruption.

The network of *businessclass* Assistance offices is available whenever an Insured Person is on a Journey covered by this Section.

**The number to call in an emergency is +44 (0)20 7173 7796.**

If during a Period of Insurance a Journey outside of the Insured Person's Country of Domicile is disrupted due to;

### 1. Political Intervention

- a) Her Majesty's Government of the United Kingdom of Great Britain and Northern Ireland issuing a travel advice for a particular country or region in which the Insured Person is travelling, recommending that certain categories of person, which includes the Insured Person, should leave that country or region; or
- b) any appropriate, legally empowered, regulatory, governmental or local authority in the country or region in which the Insured Person is travelling;
  - i) declaring a state of emergency necessitating immediate evacuation; or
  - ii) formally recommending or instructing that certain categories of person, including the Insured Person, should leave that country or region for safety reasons; or

### 2. Natural Disaster

- any appropriate, legally empowered, regulatory, governmental or local authority in the country or region in which the Insured Person is travelling,
- a) declaring a state of emergency necessitating immediate evacuation; or
  - b) formally recommending or instructing that certain categories of person, including the Insured Person, should leave that country or region for safety reasons; or

### 3. Hijack

the unlawful seizure or taking control of an aircraft or conveyance in which the Insured Person is travelling; or

### 4. Kidnap

the illegal abduction and holding hostage of an Insured Person for the purpose of demanding payment of extortion/ransom monies as a condition of release. A Kidnap in which more than one Insured Person is abducted shall be considered a single Kidnap; or any other

### 5. Life-threatening situation

A situation where the security specialists appointed by *businessclass* Assistance agree that the Insured Person's life is in danger.

ACE will pay the Policyholder for reasonable and necessary costs and expenses incurred on their behalf by *businessclass* Assistance and for Security Specialists Costs up to the amounts shown in the Schedule of Benefits for;

### Evacuation, Alteration of Itinerary or Curtailment

- a) additional accommodation, transportation and other expenses, incurred during the first 14 days of disruption, to evacuate the Insured Person to their Country of Domicile or to the nearest place of safety; or,
- b) additional travel and accommodation expenses, incurred during the first 14 days of disruption, where it is not possible to evacuate the Insured Person; and,
- c) loss of deposits, or charges for advance payments for travel or accommodation or other charges which have not been and will not be used, but which become forfeit or payable under contract.

### Rearrangement

Travel and accommodation costs incurred in sending the original Insured Person to complete the curtailed Journey provided that such travel and accommodation shall be of a standard up to but not exceeding that used for the original Journey.



### **Replacement**

Travel and accommodation costs incurred in sending a replacement Employee to complete the original Journey provided that such travel and accommodation shall be of a standard up to but not exceeding that used by the original Insured Person.

### **Business Disruption following Hijack or Kidnap**

An automatic daily benefit payable during a period of disruption due to Hijack or Kidnap to contribute towards business expenses.

### **Payment or Loss of Extortion or Ransom Monies and Expenses**

- a) the consideration paid for the return of a Kidnap victim or consideration paid to terminate or end an extortion, to a person believed to be responsible for the Kidnap or extortion and includes but is not limited to cash, securities, marketable goods or services, property or monetary instruments; or
- b) loss due to destruction, disappearance, seizure or usurpation while being delivered to a person demanding those monies, by anyone authorized to have custody thereof; and
- c) payments made to a person providing information which leads to the arrest of the individuals responsible for Kidnap or extortion; and
- d) loan costs from a financial institution providing money to be used for the payment of extortion or ransom monies.

### **Security Specialist Costs**

Costs and expenses incurred by security specialists appointed by *businessclass* Assistance to provide assistance, investigation and negotiation services.

### **Section B5 - Aggregate Limits**

the maximum that ACE will pay for all claims for;

- a) evacuation, alteration of itinerary or curtailment, rearrangement, replacement, or business disruption following Hijack or Kidnap; and
- b) payment or loss of extortion or ransom monies and expenses; and
- c) security specialist costs;

arising during any one Period of Insurance.

### **Section B5 - Conditions**

1. *businessclass* Assistance must be informed immediately or as soon as reasonably possible of any emergency that may potentially give rise to a claim.
2. The Policyholder or their representatives must not make or attempt to make arrangements without the involvement and/or agreement of *businessclass* Assistance.
3. The Policyholder will reimburse ACE in respect of all costs incurred in the event of repatriation services being provided by *businessclass* Assistance in good faith to any person not insured under this Policy.
4. Any repatriation or evacuation must be organised by *businessclass* Assistance who will use the most appropriate method including, if necessary, the appointment of security specialists and the attendance of a security specialist to accompany an Insured Person if required.
5. The security specialists appointed by *businessclass* Assistance shall take over and control all kidnap negotiations on behalf of the Policyholder and no offer, promise or payment shall be made by the Policyholder without the express consent of ACE.
6. The Policyholder and their representatives shall make a reasonable effort not to disclose the existence of the Kidnap benefit provided by this Section.

### **Section B5 - Basis of Settlement**

Where there is an entitlement to a refund on a travel ticket or accommodation voucher, ACE shall be entitled to deduct the value of the unused portion from any claim for Evacuation or Alteration of Itinerary or Curtailment, Rearrangement or Replacement.

If any Journey has been funded wholly or partially by promotional vouchers or awards which have been redeemed and which are non-refundable as a result of Evacuation or Alteration of Itinerary or Curtailment, Rearrangement or Replacement ACE shall indemnify the Policyholder up to the cost of an equivalent Journey up to the maximum amount shown in Schedule of Benefits in respect of any one Insured Person.





## Section B5 - Exclusions

ACE shall not be liable for,

1. any claim where the Policyholder or their representatives have violated the laws or regulations of the country where the insured event occurs, or is due to any fraudulent, dishonest or criminal act committed or attempted by the Policyholder, their representatives or any person who has custody of any extortion/ransom monies.
2. any claim where the Policyholder or their representatives fail to honour any contractual obligation, bond or specific performance condition in a license.
3. any claim where an Insured Person has permanently resided or stayed for more than one hundred and eighty (180) consecutive days outside of their Country of Domicile.
4. any Kidnap which occurs in Afghanistan, Colombia, Iraq, Mexico, Nigeria, Pakistan, Somalia, Venezuela or Yemen.
5. any claim for Kidnap or a Life-threatening Situation due to any unpaid debt, insolvency, financial failure or other financial obligation.
6. any claim for Kidnap of a Child by its Parent or Legal Guardian.
7. any amount the Policyholder becomes legally liable to pay as the result of any legal action for damages, including legal costs incurred by the Policyholder in defence of such action, as the result of alleged negligence or incompetence.
8. any amount, property or other consideration surrendered to any person other than those responsible for making a previously communicated ransom demand to the Policyholder or any person(s) authorised to act on behalf of the Policyholder.
9. any loss incurred where;
  - a) prior to the commencement of the Journey, warnings were issued by *businessclass* Assistance or the Government in the Insured Person's Country of Domicile not to travel to the intended country or region; and/or
  - b) after commencement of a Journey, warnings to leave or evacuate had been given by *businessclass* Assistance or the Government in the Insured Person's Country of Domicile or any appropriate, legally empowered, regulatory, governmental or local authority in the country or region in which the Insured Person is travelling, and such warnings had not been heeded.
10. any claim as a result of suicide, attempted suicide or self-inflicted injury.
11. loss as a result of the Insured Person being a full time member of the armed forces of any nation or international authority or a member of any reserve forces called out for permanent service.



## Section B6 - Personal Liability

If the Insured Person becomes legally liable to pay damages in respect of;

1. accidental bodily injury (which shall include death, illness and disease) to any person; and/or
2. accidental loss of or damage to material property,

occurring during the Period of Insurance and arising out of a Journey, ACE will indemnify the Policyholder for all such damages payable in respect of each occurrence or a series of occurrences arising directly or indirectly from one source or original cause up to the amount shown in the Schedule of Benefits.

ACE will also pay;

1. all costs and expenses recoverable by a claimant from the Insured Person;
2. all costs and expenses incurred with the written consent of ACE;
3. solicitors' fees for representation at any coroner's inquest or fatal accident enquiry or in any Court of Summary Jurisdiction,

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 amount shown in the Schedule of Benefits.

### Section B6 - Conditions

1. no admission, offer, promise or indemnity shall be made without the consent of ACE which shall be entitled to take over and conduct in the Insured Person's name the defence or settlement of any claim or to prosecute in the Insured Person's name for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim. Every letter, claim, writ, summons and process shall be forwarded to ACE on receipt. Written notice shall be given to ACE immediately there is notice of any prosecution or inquest in connection with any circumstances which may give rise to liability under this Section.
2. ACE may at any time pay to the Policyholder in connection with any claim or series of claims the amount shown in the Schedule of Benefits (after deduction of any sum(s) already paid as compensation) or any lesser amount for which such claim(s) can be settled and upon such payment being made ACE shall relinquish the conduct and control of and be under no further liability in connection with such claim(s) except for the payment of costs and expenses recoverable or incurred prior to the date of such payment.
3. The Policyholder or representatives shall give all information or assistance as ACE may require and observe fulfil and be subject to the terms, conditions and exclusions of this section.

### Section B6 - Exclusions

ACE shall not be liable for;

1. liability in respect of bodily injury to any person who is;
  - a) under a contract of service or apprenticeship with the Policyholder when such injury arises out of and in the course of their employment by the Policyholder; or
  - b) a travelling companion of the Insured Person on the same Journey.
2. liability in respect of loss of or damage to property belonging to or held in trust by or in the custody or control of the Insured Person other than temporary accommodation occupied by the Insured Person in the course of a Journey.
3. liability in respect of bodily injury loss or damage caused directly or indirectly in connection with the ownership, possession or use by the Insured Person of;
  - a) mechanically propelled vehicles (other than golf buggies used on golf courses and not on public roads); or
  - b) aircraft, hovercraft, watercraft (other than non mechanically powered watercraft less than 30 feet in length used on inland waters); or
  - c) firearms (other than sporting guns).
4. liability in respect of bodily injury loss or damage arising directly or indirectly in connection with;
  - a) the ownership, possession or occupation of land or buildings, immobile property or caravans other than temporary accommodation occupied by the Insured Person in the course of a Journey; or
  - b) any wilful or malicious act; or
  - c) the carrying on of any trade, business or profession; or
  - d) activities or volunteer work;
    - (i) organised by; or
    - (ii) when the Insured Person is assigned overseas by; or
    - (iii) under the auspices of, a charitable not for profit social or similar organisation, except where there is no other insurance or indemnity available



5. any liability assumed by the Insured Person under any contract or agreement unless such liability would have attached in the absence of such contract or agreement.
6. any liability directly or indirectly occasioned by the happening of, through or in consequence of War.
7. liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from;
  - a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
  - b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
8. punitive or exemplary damages.
9. loss as a result of the Insured Person committing or attempting to commit suicide or intentionally inflicting self injury.
10. loss as a result of the Insured Person being a full time member of the armed forces of any nation or international authority or a member of any reserve forces called out for permanent service.



## Section B7 - Legal Expenses

If during a Period of Insurance the Insured Person sustains Accidental Bodily Injury or illness which is caused by a third party during a Journey ACE will indemnify the Policyholder up to the amounts shown in the Schedule of Benefits for Any One Claim for;

### Legal Expenses

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 or in appealing or resisting an appeal against the judgement of a court, tribunal or arbitrator; and/or

Costs for which there is a legal liability to pay 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.

### Travel and Accommodation Expenses to attend court

Reasonable travel and accommodation expenses necessarily incurred for an Insured Person to attend court in connection with an action arising under this Section.

### Section B7 - Definitions

- Legal Representatives**  
the solicitor, firm of solicitors, lawyer, advocate or other appropriately qualified person firm or company appointed to act on behalf of the Policyholder or Insured Person.
- Any One Claim**  
all claims or legal proceedings including any appeal against judgement consequent upon the same original cause, event or circumstance.

### Section B7 - Conditions

- 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 sub-section is resident.
- The Policyholder has the right to select and appoint a Legal Representative of their choice to represent the Policyholder in any legal inquiry or legal proceedings (provided any appointment of a Legal Representative is not on a contingency fee basis, where the Legal Representative charges a proportion of the amount recovered as a fee). The Policyholder shall provide ACE with details of the selected Legal Representative's name and address. ACE may provide information about Legal Representatives in the Policyholder's local area if requested to do so by the Policyholder.
- The Policyholder, any representatives legal or otherwise must co-operate fully with, and ensure that, ACE is fully informed at all times in connection with any claim or legal proceedings for damages and or compensation from a third party. ACE is entitled to obtain from the Legal Representatives an information, document or advice relating to a claim or legal proceedings under this Insurance. On request the Policyholder will give to the Legal Representatives any instructions necessary to ensure such access.
- ACE's authorisation to incur Legal Expenses will be given if the Policyholder can satisfy ACE that;
  - 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
  - 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 ACE's own advisers. If there is a dispute, ACE may request, at the Policyholder's expense, an opinion of a barrister as to the merits of the claim or legal proceedings. If the claim is admitted, the Policyholder's costs in obtaining this opinion will be covered by this Insurance.
- If there is any dispute, other than in respect of the admissibility of a claim on which ACE's 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 Law Society of England and Wales. The party against whom the decision is made shall meet the costs of the arbitration in full. If the decision is not clearly made against either party the arbitrator shall have the power to apportion costs. If the decision is made in favour of ACE, the Policyholder's costs shall not be recoverable under the Insurance.
- ACE may at its discretion assume control at any time of any claim or legal proceedings in the name of the Insured Person for damages and or compensation from a third party.
- Any Legal Expenses incurred without the written agreement of ACE shall entitle ACE to withdraw cover immediately and to recover any fees or expenses paid to the Policyholder.
- ACE may, at its discretion require, the Policyholder to obtain at its own expense, an opinion of a barrister, agreed by both parties, as to whether or not there are reasonable grounds for continuing to pursue or defend any claim or legal proceedings. ACE will pay such expense if the opinion indicates that there are reasonable grounds for pursuing or defending the claim or legal proceedings.



9. ACE may, at its discretion, offer to settle a claim with the Policyholder which it considers to be reasonable instead of initiating or continuing any claim or legal proceedings for damages and/or compensation against a third party and any such settlement will be in full and final settlement of Any One Claim under this Insurance.
10. ACE may, at its discretion, offer to settle a counter-claim with the Policyholder which it considers to be reasonable instead of continuing any claim or legal proceedings for damages and/or compensation by a third party.
11. If the Policyholder is successful in any action, any Legal Expenses provided by ACE will be reimbursed by the Policyholder to ACE.
12. If a conflict of interest arises, where ACE are also the insurers of the third party or proposed defendant to the claim or legal proceedings, the Policyholder has the right to select and appoint other Legal Representatives in accordance with Condition 2 of this Section
13. If the Legal Representatives refuse to continue acting with good reason or if they are dismissed without good reason the cover provided by ACE under this Section will end at once, unless ACE agrees to appoint other Legal Representatives.

## Section B7 - Exclusions

ACE shall not be liable for;

1. any claim reported to ACE more than 12 months after the beginning of the incident which led to the claim.
2. any claim where it is ACE's 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 ACE's prior authorisation in writing unless such costs would have been incurred subsequent to ACE's authorisation.
4. Legal Expenses incurred in connection with any criminal or wilful act.
5. Legal Expenses incurred in the defence against any civil claim or legal proceedings made or brought against the Insured Person unless as a counter claim.
6. Fines, penalties, compensation or damages imposed by a court or other authority.
7. Legal Expenses incurred for any claim or legal proceedings brought against;
  - a) a tour operator, travel agent, carrier, insurer or their agents where the subject matter of the claim or legal proceedings is eligible for consideration under an arbitration scheme or complaint procedure; or
  - b) ACE or their agents; or
  - c) the Policyholder.
8. Actions between Insured Persons or pursued in order to obtain satisfaction of a judgement or legally binding decision.
9. Legal Expenses incurred in pursuing any claim for compensation (either individually or as a member of a group or class action) against the manufacturer, distributor or supplier of any drug, medication or medicine.
10. Legal Expenses chargeable by the Legal Representatives under contingency fee arrangements.
11. Legal Expenses incurred where the Policyholder or their representatives has;
  - a) failed to co-operate fully with and ensured that ACE is fully informed at all times in connection with any claim or legal proceedings for damages and or compensation from a third party; or
  - b) settled or withdrawn a claim in connection with any claim or legal proceedings for damages and or compensation from a third party without the agreement of ACE.In such circumstances ACE shall be entitled to withdraw cover immediately and to recover any fees or expenses paid to the Policyholder.
12. Legal Expenses incurred after the Policyholder has not;
  - a) accepted an offer from a third party to settle a claim or legal proceedings where the offer is considered reasonable by ACE; or
  - b) accepted an offer from ACE to settle a claim.
13. Legal Expenses which ACE considers unreasonable or excessive or unreasonably incurred.
14. Legal Expenses incurred as a result of the Insured Person committing or attempting to commit suicide or intentionally inflicting self injury.
15. Legal Expenses incurred as a result of the Insured Person being a full time member of the armed forces of any nation or international authority or a member of any reserve forces called out for permanent service.



## Section B8 - Additional Covers

### Directors

Directors covered under this Section for business travel will also be covered for holiday travel. Holiday trips within the Country of Domicile must involve at least two nights in pre-booked accommodation.

### Additional persons

The following Categories of persons are covered by Section B whilst on a Journey during the Period of Insurance subject to the provisos where shown.

Category	Journey Definition	Provisos
Partners and Children of Directors.	The same as that for the Director.	Directors must be covered under Section B.
Partners and Children of Employees.	The same as that for the Employee.	Employees must be covered under Section B.
Directors, Employees and guests of the Policyholder.	Any trip in connection with a Corporate Event involving (a) any travel outside the Country of Domicile, or (b) air travel within the Country of Domicile, or (c) any travel within the Country of Domicile provided such travel involves an overnight stay away from home or normal place of Business.	If they are not already covered under Section B.
Relatives, friends or close Business associates of an Insured Person.	Any trip made solely for the purposes of being with an Insured Person who has sustained injury or suffered illness on a Journey outside the Country of Domicile, for which cover is provided by this Policy.	If required to travel or stay with them.



## Section B9 - Rental Vehicle Excess

ACE will indemnify the Policyholder if an Insured Person is legally liable to pay for an excess or deductible amount stated in a Rental Vehicle insurance policy following loss by theft, collision or damage to a Rental Vehicle during a Period of Insurance on a Journey outside the United Kingdom, ACE will indemnify the Policyholder for any excess or deductible amounts, stated in the Rental Vehicle insurance policy, that an Insured Person is legally liable to pay for such loss

Up to GBP 1,000 per incident

### **Aggregate Limit**

Up to GBP 25,000 during any one Period of Insurance

### **Specific Provisions applicable to the Rental Vehicle Excess**

1. The Rental Vehicle must be inspected before it is taken charge of.

### **Specific Definition applicable to Rental Vehicle Excess**

Rental Vehicle shall mean any vehicle rented for 30 days duration or less by an Insured Person under a licensed rental vehicle agreement, during a Journey and from a company licensed to rent vehicles.

### **Specific Exclusions applicable to Rental Vehicle Excess**

ACE shall not be liable for:

1. more than the Aggregate Limit;
2. loss or damage to a Rental Vehicle caused deliberately by the Insured Person;
3. loss or damage to a Rental Vehicle arising out of failure to maintain the Rental Vehicle according to manufacturer's service schedule, wear and tear, gradual deterioration, mechanical or electrical failure not attributable to accidental damage and damage that existed at the commencement of the period of rental;
4. any Rental Vehicle Excess incurred where the Insured Person was on a Journey exceeding 30 days duration;
5. loss or damage to third party property or injury to any person;
6. loss or damage arising out of operation of the Rental Vehicle in violation of the terms of the rental agreement or of the insurer under the insurance policy applicable to the Rental Vehicle



## Section B - Assistance

The network of *businessclass* Assistance offices is available whenever an Insured Person is on a Journey or is about to begin a Journey.

If assistance is required at any time, call +44 (0)20 7173 7796 and follow the instructions on the *businessclass* Assistance line.

### Using *businessclass* Assistance

When *businessclass* Assistance is called the following information will be needed;

1. The caller's name and the name of their employer, company or organisation;
2. The contact number and address where the caller can be reached;
3. The nature of the assistance needed.

The assistance services are included automatically. Costs and expenses authorised by *businessclass* Assistance will normally be covered by this insurance. The section of the Policy that is likely to apply is indicated against each item where relevant.

### The medical assistance services provided are:

#### 24 hour Service

Multi-lingual staff are available at all times to assist in any emergency.

#### Medical Staff

Qualified doctors and nurses are ready to respond to any emergency and to make sure that the Insured Person receives treatment in the most appropriate facility.

#### Communication

Arranging and monitoring any overseas hospitalisation with the attending local medical attendants. Keeping GP's, hospital services, the Insured Person's relatives and employer up to date and informed of the situation and progress.

#### Repatriation

If required, repatriation by air ambulance or scheduled flights, depending on the specific circumstances and, if necessary, with a fully equipped medical team in attendance. Arrangements for onward transportation upon return can also be made. Refer to Section B1 for the insurance terms and conditions.

#### Travel Arrangements

If the Insured Person remains in hospital overseas, assisting relatives or a business associate of the Insured Person to be with them by arranging their transport and accommodation. In the event of death, help with returning the body back to the Country of Domicile. Refer to Section B1 for the insurance terms and conditions.

#### Search and Rescue

Co-ordinating with rescue or police authorities to instigate an emergency search and rescue operation where an Insured Person is missing overseas. Refer to Section B1 for the insurance terms and conditions.

#### On-going Medical Treatment

If required, arrangements will be made for the Insured Person to be admitted to a NHS hospital (or local equivalent) for treatment. Refer to Section B1 for the insurance terms and conditions.

#### Paying medical bills

No need for the Insured Person to worry about the costs of treatment or whether they will have to use their own funds.





Other services are also available both before and during travel:

### **Travel Advice**

Useful information for the traveller to help prepare for a Journey to another country including health precautions, vaccinations, reciprocal health agreements, business and social customs, political and security situations, Visa and entry permit requirements, currency and banking hours, driving restrictions.

### **Security Reports**

Customised reports for volatile countries are available upon request which will give security advice tailored to protect the Insured Person during a specific trip. These reports are available within 48 hours of making the request.

### **Emergency Evacuation**

Making arrangements to evacuate an Insured Person from a country declared unsafe because of the political situation, or a natural disaster. Refer to Section B5 for the insurance terms and conditions.

### **Security**

Provision of specialists to make arrangements to extricate an Insured Person from a Kidnap or other Life-threatening situation. Refer to Section B5 for the insurance terms and conditions.

### **Emergency Cash**

Advance of emergency funds following loss or theft of cash overseas. A temporary loan will be provided when there is a loss of Money and will result in a claim under the Policy. Any amount advanced will be deducted from any subsequent valid claim or otherwise reimbursed to ACE. Any fees that occur as a result of using the *businessclass* Assistance will be repayable. This service does not extend to cover credit cards or debit cards lost or stolen, but, advice on cancellation of lost or stolen financial cards or travellers cheques overseas. Refer to Section B3 for the insurance details.

### **Drugs and Personal Items**

Replacement of essential maintenance medication or prescribed drugs, blood and medical equipment or contact lenses glasses which are unavailable at the Insured Persons overseas location.

### **Luggage and Documents**

Help with the tracking of lost luggage, and assistance with the replacement of lost or stolen passport, tickets, or other travel documents.

### **Legal**

Referral to an Embassy, Consulate or other source if legal consultation is needed, including an English speaking Lawyer.

### ***businessclass* Assistance Internet services**

To access and register for these services log onto [www.businessclassassistance.com](http://www.businessclassassistance.com) and follow the link to *businessclass* Assistance Services. When prompted for a password please enter the last four digits of the *businessclass* Assistance telephone number (7796).

### **Travel Advice**

A wide range of medical, travel advice and safety information to help guide and inform the traveller.

### **Security Updates**

After registering for this service, free concise security updates will be e-mailed daily to the Insured Person's inbox.