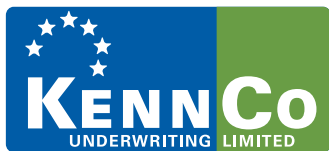




# Single Trip and Annual Multi-Trip Travel Insurance

Arranged by



 Arch | Insurance

## Policy Booklet

### Policy Arranged By:

KennCo Underwriting Ltd (“KennCo”). KennCo is an Irish owned and run underwriting agency based in Rathfarnham, Co Dublin. It is registered in the Company Registration Office under Company number 454673 and its registered office is Suites 5-7, Grange Road Office Park, Grange Road, Rathfarnham, Dublin 16. KennCo Underwriting Ltd T/A KennCo Insurance is regulated by the Central Bank of Ireland. Ref c49930.

### Policy Insured By:

Sections 1-12 and 14-16 are underwritten by Arch Insurance (EU) dac.

Arch Insurance (EU) dac is registered in the Republic of Ireland (No. 505420).

Registered Office: 2nd Floor, Block 3 The Oval, 160 Shelbourne Road, Ballsbridge, Dublin 4.

Arch Insurance (EU) dac, trading as Arch Mortgage Insurance, Alwyn Europe, Arch Insurance EU, Arch Insurance, Arch International and Arch MI, is regulated by the Central Bank of Ireland.

Section 13 is administered by MIS Underwriting Ltd and underwritten by AmTrust International Underwriters DAC, Registered in Ireland. Company No. 169384 is authorised and regulated by the Central Bank of Ireland. Registered office: 6-8 College Green, Dublin 2, Ireland.

This insurance is available only to residents of the Republic of Ireland who purchase their cover before they travel.

This **policy** is a legal contract based on the information **you** supplied when **you** applied for this insurance. **We** rely on that information when **we** decide what cover to provide and how much **you** will pay. Therefore it is essential that all the information given to **us** is accurate and that **you** have answered **our** questions fully and accurately. Please see **Your declaration: important questions relating to health, activities and the acceptance of your insurance** on the following pages.

**You** must tell **us** immediately if there are any relevant changes in **your** circumstances or to the information already given. Accurate information about **pre-existing medical conditions** relating to the health of the people travelling and others upon whose health the travel may depend is particularly important as the **policy** contains specific conditions and exclusions. If **you** are not sure whether something is important, please tell **us** anyway as failure to do so may invalidate **your policy**.

The **policy**, together with **your policy schedule**, and any endorsements that apply sets out the insurance protection being provided in return for **your** premium. It also tells **you** how to make a claim and how to contact **us**. **You** must read all of these documents carefully.

### Useful telephone numbers

Emergency Medical Assistance	Tel	+44 (0)1243 621078
General Claims (non-emergency)	Tel	01 4998388

## Important Questions relating to health and the acceptance of your insurance

Please consider these questions **very** carefully in relation to **you** and **your** travelling companions to be insured by **us** and others upon whose health **your** trip may depend

- 1) Are **you** or **your** travelling companions travelling or planning to travel:
- a) against medical advice?
  - b) to obtain medical treatment?

YES

**You** and **your** travelling companions are not covered under this **policy**. **You** may cancel **your policy** within the 14 day cooling off period provided **you** have not commenced an **insured trip** and have not made or intend **to** make a claim under this **policy** we will refund **your** premium in full. To do this please contact **your** agent. Cancellation after this time is subject to an administration fee.

- 2) Are **you** or **your** travelling companions waiting for tests or test results for any undiagnosed condition(s)?

YES

- 3) At any time during the last 5 years have **you** or **your** travelling companions been treated for alcohol or drug addiction?

YES

- 4) Have **you** or **your** travelling companions made, or tried to make, 3 or more travel insurance claims in the last 5 years?

YES

- 5) Do **you** or **your** travelling companions have any unspent convictions for fraud, theft or malicious damage?

YES

- 6) Are **you** or **your** travelling companions currently aware of any circumstances which are likely to lead to a claim being made under this **Policy**?

YES

Please contact **your** agent

- 7) Are **you** or **your** travelling companions aware that a **relative**, a **close business associate**, someone with whom **you** are going to stay, or any other person on whose health **your trip** might depend has a **medical condition** which might lead to cancellation or curtailment of the **trip**?

YES

**We** will not pay any claims related directly or indirectly to the **pre-existing medical condition** of someone **you** are going to stay with, a **relative**, a **close business colleague**, a travelling companion or anyone on whose health **your trip** may depend if **you** were aware of the medical condition at the time this **policy** was issued, renewed or extended or **your trip** was booked.

- 8) In the 5 years prior to the date **your** insurance was arranged or renewed, or the date **your** trip was booked (for an annual multi-trip policy) have **you** or **your** travelling companions suffered from, been treated for or diagnosed with:

- a) a cardiovascular or heart-related condition e.g. heart attack, angina, chest pain, hypertension and the like?
- b) a lung or respiratory-related condition (not including stable, well-controlled asthma when **you** or **your** travelling companions have no other medical condition)?
- c) a cerebro-vascular condition, e.g. stroke or T.I.A. (transient ischaemic attack)?
- d) any form of cancer?
- e) a psychiatric or psychological condition?
- f) a terminal condition?
- g) a circulatory or renal condition or diabetes?
- h) any other **pre-existing medical conditions**?

YES

**We** will not pay any claims related directly or indirectly to **pre-existing medical conditions**.

- 9) In the 5 years prior to the date **your** insurance was arranged or renewed, or the date **your** trip was booked (for an annual multi-trip policy) have **you** or **your** travelling companions:

- a) received or been on a hospital waiting list for in-patient treatment?
- b) been prescribed regular medication?
- c) required an organ transplant or dialysis?

YES

NO

**Thank you. You do not need to contact us**

## Policy content

Travel Insurance	Page 2
Useful telephone numbers	Page 2
Important questions relating to health and the acceptance of your insurance	Page 3
Cover limits and applicable excesses	Page 5
Important notes	Page 7
Words with special meanings	Page 9
Policy information	Page 12
General policy conditions	Page 12
General policy exclusions	Page 13
Claims conditions	Page 15
Complaints procedure	Page 17
Section 1 - Emergency medical and repatriation expenses	Page 17
Section 2 - Personal accident	Page 20
Section 3 - Withdrawal of services	Page 21
Section 4 - Provision of screened blood	Page 21
Section 5 - Cancellation	Page 22
Section 6 - Curtailment	Page 23
Section 7 - Travel delay and disruption	Page 24
Section 8 - Personal effects	Page 25
Section 9 - Luggage delay	Page 26
Section 10 - Personal liability	Page 27
Section 11 - Hijack, kidnap and Mugging	Page 28
Section 12 - Catastrophe	Page 28
Section 13 - Legal costs and expenses	Page 29
Section 14 - Cruise cover	Page 34
Section 15 - Golf cover (optional)	Page 36
Section 16 - Winter sports (optional)	Page 37
Covered leisure activities	Pages 40&41
Excluded hazardous activities and sports	Page 42

## Cover limits and applicable excesses

The main cover limits are listed below. Some sections also have additional inner limits and/or increased excesses for older **insured persons**. For example personal accident benefits vary according to the age of the **insured person** and the **personal effects** section has a **single item limit** and **valuables** limit. Each section of the **policy** will contain variations in limits and excesses - please read this **policy** booklet carefully.

Section	Cover	Sums <b>insured</b> - per person <sup>1</sup>	Excesses
1	<b>Emergency medical and repatriation expenses</b>		
	A. Emergency medical and transportation expenses Emergency dental treatment	Up to €10,000,000 Up to €1,200	€150 (€250 if over 65) €150
	B. Hospital confinement benefit	Up to €2,400 (€50 per 24 hrs)	Nil
	C. Additional travel and accommodation expenses	Up to €1,200	
	D. Repatriation or evacuation cover in the ROI	Part of section 1A (ROI €1,200)	
	E. Funeral expenses	Up to €3,600 (ROI €1,200)	
2	<b>Personal accident <sup>2</sup></b>		
	A. Personal accident - Death	Up to €30,000 (aged 18-64) Up to €3,000 (under 18, over 65)	Nil
	B. Permanent total disablement	Up to €12,000 (aged 18-64)	
	C. Loss of limb or sight	Up to €1,200 (under 18, over 65)	
3	<b>Withdrawal of services</b>	Up to €360 (€18 per 24 hrs)	Nil
4	<b>Provision of screened blood</b>	Up to €60,000	Nil
5	<b>Cancellation</b>	Up to €6,000	€100
6	<b>Curtailment</b>	Up to €6,000	€100
7	<b>Travel delay and disruption</b>		
	A. Travel delay (50% if due to terrorism) Abandonment after 12 hrs	Up to €300 (€36 per 12 hrs) Up to €6,000	Nil €100
	B. Missed departure	Up to €6,000	€100
8	<b>Personal effects</b>		
	A. Accidental loss or theft of personal effects - Single item limit - Valuables limit	Up to €3,000 €600 €600	€100
	B. Accidental loss or theft of personal money and travel documents - Cash limit	Up to €750 €600 (€240 under 18)	
9	<b>Luggage delay</b>	Up to €240 (after 12hrs)	Nil

Section	Cover	Sums <b>insured</b> - per person <sup>1</sup>	Excesses
10	<b>Personal liability</b>		
	A. Personal liability Property damage	Up to €2,500,000 Up to €120,000	Nil €300
11	<b>Hijack, kidnap and Mugging</b>		
	A. Hijack and kidnap expenses - Daily benefit	Up to €12,000 Up to €600 (€120 per 24 hrs)	Nil
	B. Mugging	Up to €600 (€120 per 24 hrs)	
12	<b>Catastrophe</b>		
		Up to €600	Nil
13	<b>Legal costs and expenses</b>		
		Up to €30,000	Nil
14	<b>Cruise Cover</b>		
	A. Missed port departure	Up to €300	€100
	B. Cabin confinement	Up to €300 (€50 per 24 hrs)	Nil
	C. Itinerary change	Up to €300	Nil
	D. Unused excursions	Up to €300	€100
	E. Cruise Interruption	Up to €300	€100
15	<b>Golf cover (optional) <sup>3</sup></b>		
	A. Loss of golf equipment - Single item limit	Up to €1,800 €300	€100
	B. Hire of golf equipment	Up to €450 (€90 per 12 hrs)	€100
	C. Loss of green fees	Up to €450 (€90 per 12 hrs)	€100
	D. Hole in one	Up to €60	Nil
16	<b>Winter sports (optional) <sup>3</sup></b>		
	A+B. Winter sports equipment	Up to €600	€100
	C. Hire of replacement ski equipment	Up to €450 (€90 per 12 hrs)	€100
	D. Ski Pack	Up to €900	€100
	E. Piste closure	Up to €360 (€24 per 24 hrs)	Nil
	F. Travel delay due to avalanche	Up to €120	Nil

1. Except where specifically varied in the **policy**.
2. If several **insured persons** are involved in the same event **our** aggregate limit shall not exceed €2,400,000 unless otherwise agreed in writing. If the aggregate limit is reached this amount will be allocated in proportion to **our** liability to each **insured person**.
3. Subject to receipt of an additional premium.

## Important notes

The **insurer** wishes to bring to **your** attention some of the important features of **your** travel insurance **policy**. All the words and phrases in bold have special meanings and are defined under **Words with special meanings** (see page 9).

## Important Information - Please read

**We** strongly recommend that **you** keep a record of all information given to **us**, including telephone calls, copies of all letters, emails and the application and claim forms **you** completed whether in hard copy or on-line. A copy of the **policy** is available on request.

### Complaints

The **policy** includes a Complaints Procedure which tells **you** what steps **you** can take if **you** wish to make a complaint.

### Conditions and exclusions

There are conditions and exclusions that apply to individual sections and general conditions, exclusions and terms that apply to the whole **policy**.

### Cooling off period

**You** may cancel this **policy** within 14 days of its issue (providing **you** have not commenced an **insured trip**) and, subject to **you** not having made or intending to make a claim, a full refund of premium will be made. If **you** cancel this **policy** after 14 days, no refund of premium will be made.

### Data Protection Notice

In this notice **we**, **us** and **our** means KennCo Underwriting Ltd, and the **insurers** who underwrite **your policy** - each a separate data controller in respect of **your** personal data. **Your** personal data means any information **we** hold about **you**, and any information **you** give **us** about anyone else, including, identification details, financial information, policy information, credit and anti-fraud data and information about previous and current claims. Personal data processed may include sensitive personal data (e.g. health data) and criminal convictions data. Please read this notice carefully as it contains

important information about **our** use of **your** personal data. Please note that if **you** decline to provide information when requested or **you** give **us** false or inaccurate information this could give **us** the right to void **our** insurance with **you** or it could impact **your** ability to claim.

Security of **your** data is very important to **us**. **We** will ensure that **your** data is processed with appropriate security measures in place. **We** will collect and process data about **you** and any other persons insured under the **policy**, as necessary for performance of the insurance, or at **your** request prior to entering into the insurance, or in order to provide **you** with **our** services in accordance with **our** legitimate interests. These interests include but are not limited to administering **your policy**, improving **our** service, preventing financial crime, general risk modelling and analysis and transferring books of business.

In some circumstances, **we** may need to collect and use sensitive personal data (e.g. health data) or information relating to criminal convictions and offences. Where this is required, unless another ground applies, **we** may need **your** consent to this processing. **You** may withhold or withdraw **your** consent, or ask **us** not to continue processing at any time by contacting **us** using the details below. However if **you** do this, **we** may be unable to process **your** enquiry or claim or continue to provide **you** with insurance.

**We** will exchange data about **you** with other parties in order to provide **you** with and administer this insurance and any claims. This may include **your** intermediary (if **you** used one), their supplier, the insurers, service suppliers, underwriting agents, credit reference agencies, anti-fraud databases, solicitors, claims administrators and their suppliers and agents, public and regulatory bodies. Depending on the circumstances, this may involve a transfer of data outside the UK and the European Economic Area ("EEA") to countries that have data protection laws not equivalent to those in the UK or the EEA. Any such transfer will be made with appropriate contractual safeguards in place and **you** can obtain a copy of these by contacting **us** using the details below. **We** will not use **your** data or pass it to any other party for marketing products or services to **you** unless **you** have given consent.

**We** will not keep **your** data for longer than necessary, **We** will delete data about **you** within eight years after **your** cover ends, though for some types of insurance, **we** may be required to retain data for longer due to **our** legal or regulatory obligations.

**You** have the right to access a copy of **your** personal data held by **us** (and have this transferred to a third party) or request rectification of **your** personal data if it is inaccurate or incomplete. In certain circumstances, **you** also have the right to object to the processing of **your** personal data, to request erasure of **your** personal data or to restrict **our** use of **your** personal data. If **you** wish to exercise **your** rights about how **we** process **your** data please write to:

The Data Protection Officer,  
KennCo Underwriting Ltd.  
Suites 5-7, Grange Road Office Park,  
Grange Road, Rathfarnham, Dublin 16  
E-mail: [compliance@kennco.ie](mailto:compliance@kennco.ie)  
Tel: 01 4994600

Please advise **us** of as much details as possible to enable **us** to deal with **your** request.

If **you** are not satisfied with the way **we** have managed **your** personal data, **you** may complain to the Office of the Data Protection Commissioner, Canal House, Station Road, Portlaois, Co. Laois, Ireland, Tel +353 57 868 4800.

### Fraudulent claims

The making of a fraudulent claim is a criminal offence.

### Full and accurate disclosure

It is **your** responsibility to provide complete and accurate information in response to **our** questions when **you** take out **your** insurance policy, and throughout the life of **your** policy. See **important questions relating to health and the acceptance of your insurance**. It is important that **you** ensure that all statements **you** make on the application form, claim forms and other documents are full and accurate. Please note that if **you** fail to provide complete and accurate information in response to **our** questions or fail to inform **us** of any change in circumstances **your** policy may be invalidated and part or all of a claim may be not be paid.

### Law and jurisdiction

This **policy**, including any non-contractual disputes arising in respect of it, shall be governed by and construed in accordance with Irish laws. **We** and **you** have agreed that any legal proceedings between **us** in connection with this **policy** will only take place in the Irish courts.

### Hazardous activities and sports

The **policy** will not cover **you** when **you** take part in any **hazardous activities and sports**. (Please refer to pages 40 and 41 for information about which leisure activities are covered and excluded.)

### Health

The **policy** contains conditions relating to the health of the people travelling and others upon whose well-being the **insured trip** may depend.

### Medical expenses

This **policy** does not provide private healthcare unless specifically approved by the **assistance company**.

### Personal effects claims

These are settled on an indemnity basis: i.e. a deduction will be made for wear, tear and depreciation. **We** do not settle these claims on a new for old or replacement cost basis

### Policy excess

Claims under most sections of the **policy** will be subject to a **policy excess**. Where there is a **policy excess** **you** will be responsible for paying the first part of each claim.

### Policy limits

Most sections of the **policy** have limits on the amount the **insurer** will pay under that section. Some sections also include inner limits e.g. for one item or for **valuables** in total.

### Reasonable care

**You** are required to take all reasonable care to protect yourself and **your** property and to act as though **you** are not insured.

### Pre-existing medical conditions

It is very important that **you** read and understand the following exclusions as they affect all **insured persons** and the cover provided by this **policy**.



### **This policy does not cover any claim:**

1. arising from any disease, illness or injury for which:
  - (a) **you** have received medication, advice or treatment; or
  - (b) **you** have experienced symptoms whether the condition has been diagnosed or not.
2. arising from a **pre-existing medical condition** of someone **you** were going to stay with, a **relative**, a **close business colleague**, a travelling companion or anyone on whose health **your** trip may depend, if **you** were aware of the medical condition at the time this **policy** was issued, renewed or extended or **your** trip was booked.

## Words with special meanings

The words and phrases shown in bold have the same meaning wherever they appear. They are either defined below or more specifically elsewhere in this **policy**.

### **Assistance company**

The company appointed by the **insurer** for the purpose of handling 24/7 emergency assistance.

### **Bodily injury**

An injury caused solely by sudden accidental violent and visible means which, on its own, within 12 months results in **your** death or disablement.

### **Cash**

Valid coins, bank and currency notes.

### **Catastrophe**

Avalanche, explosion, earthquake, fire, flood, hurricane, lightning, storm, tempest, tsunami and volcanic activity.

### **Close business colleague**

Any person whose absence from business for one or more complete days at the same time as **your** absence prevents the effective continuation of that business.

### **Cruise**

A trip involving a sea or river voyage of more than 3 days duration where transportation and accommodation is primarily on an ocean or river going passenger ship.

### **Curtailement**

Returning to **your** home or place of business in the Republic of Ireland before the scheduled return dates of the **insured trip**.

### **Cyber-terrorism**

The use of disruptive activities, or the threat thereof, against computers and/or networks, with the intention to cause real-world harm or severe disruption of infrastructure.

### **Europe**

Republic of Ireland; Continent of Europe west of the Ural Mountains; any other country or island with a Mediterranean coastline; the Azores, Canary Islands, United Kingdom, Iceland and Madeira.

### **Family and couple**

The **insured** and married spouse or civil partner or couples (including same sex) who have been cohabiting partners for more than 6 months and their unmarried dependent children (including adopted, foster and step-children) under 18 or, if still in full-time education, under 23. Children are only covered when travelling with **you** or **your** husband, wife or partner (other than unmarried dependent children aged 17 years and under who can travel independently of their parent(s) provided the **insured trip** does not exceed 21 days duration).

### **Golf equipment**

Golf Clubs, bags, trolleys, apparel and clothing.

### **Hazardous activities and sports**

Any pursuit or activity where it is recognised there is an increased risk of serious injury or which can be reasonably expected to aggravate any existing disability or infirmity. (See page 42 for a list of excluded **hazardous activities and sports**.)

### **Hijack**

The unlawful seizure or wrongful exercise of control of the aircraft or ship (or the crew thereof) or other conveyance in which the **insured person** is travelling as a fare-paying passenger.

### **Illness**

A sudden and unexpected deterioration in health not caused by **bodily injury**.

### Insurance event

One occurrence, or all occurrences of a series, consequent on or attributable to one source or originating cause, which may give rise to a claim.

### Insured/insured person/you/your

Any person named on the **policy schedule** who is eligible to be covered by this **policy** and for whom premium has been paid.

### Insured trip

A trip commenced and ended from or within the Republic of Ireland during the **policy period** and which includes pre-booked travel arrangements and overnight accommodation away from the **insured person's** normal place of residence.

For an Annual Multi Trip policy a trip that is started within the **policy period** is only covered until the end of the **policy period** unless the **policy** is renewed prior to expiry.

### Insurer/we/our/us

Sections 1-12 and 14-16 means Arch Insurance (EU) dac.

Section 13 is administered by MIS Underwriting Ltd and underwritten by AmTrust International Underwriters DAC, Registered in Ireland. Company No. 169384 is authorised and regulated by the Central Bank of Ireland. Registered office: 6-8 College Green, Dublin 2, Ireland.

### Kidnap

The unlawful holding of an **insured person** by a third party without the **insured person's** consent and whose release is subject to the fulfilment of certain conditions.

### Loss of limb or sight

Permanent loss by physical severance of hand or foot at or above the wrist or ankle or permanent loss of use of an entire hand or arm or of an entire foot or leg or total and irrecoverable loss of all sight in one or both eyes.

### Medical practitioner

A qualified medical physician, not being an **insured person** or a **relative** of the **insured person**.

### Mugging

A violent attack on **you** with a view to theft by person(s) not previously known to **you**.

### Nuclear, chemical or biological terrorism act

The use of any nuclear weapon or device or the emission, discharge, dispersal, release, or escape of any chemical agent and/or biological agent during the period of this insurance. "Chemical" agent shall mean any compound which when suitably disseminated produces incapacitating, damaging or lethal effects on people, animals, plants or material property. "Biological" agent shall mean any pathogenic (disease-producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesised toxins) which cause **illness** and/or death in humans, animals or plants.

### Permanent total disablement

Disablement resulting in an **insured person's** permanent and absolute inability to attend any profession, business or gainful occupation of any kind.

### Personal effects

Baggage, clothing, other articles normally worn used or carried by **you**, suitcases and other containers taken on, or acquired during, an **insured trip** by an **insured person** (but excluding **personal money**) and which are owned by **you** including **valuables** and gifts purchased outside the Republic of Ireland.

### Personal money

Credit, debit or charge cards, cheques, travellers cheques, **cash**, bonds, money orders, negotiable instruments, pre-paid phone cards, petrol coupons, or other securities belonging to the **insured person**.

### Policy excess

The amount of money that will be deducted by the **insurer** from a claims settlement under certain sections of the **policy**. If **you** use the EHIC (European Health Insurance Card) when incurring medical costs in an EU member state then no **policy excess** will apply under Section 1, Cover A (Emergency medical and repatriation expenses).

### Policy period

The period to which the **policy** applies, between and inclusive of the dates shown as "Cover start date" and "Cover end date" on the **policy schedule** starting at 00.01 hours on the Cover start date and ending at midnight on the Cover end date.

### Policy schedule

The document which gives details of the **insured person(s)**, **policy period**, premium payable, **policy excess(es)**, endorsements applicable and the cover provided in the geographical area by this **policy**.

### Policy/policy wording

This document, containing full details of the cover provided plus the conditions and exclusions that apply. The **policy** must be read in conjunction with the **policy schedule**. Please read all the documents carefully.

### Private Accommodation

Private accommodation within a permanent building with a securely lockable room or connected series of rooms including sleeping quarters for **your** sole private use or the sole private use of **your** travelling party.

### Pre-existing medical condition

Any disease, **illness** or injury for which:

- **you** have received medication, advice or treatment; or
- **you** have experienced symptoms whether the condition has been diagnosed or not.

Please see **important questions relating to health and the acceptance of your insurance**.

### Relative

**Family and couple**, mother, father, brother, sister, son, daughter, grandmother, grandfather, grandchild, niece, nephew, relation in law or fiancé(e).

### Single item limit

The maximum amount the **insurer** will pay for any one article, pair or set belonging to **you**. A pair or set is any number of items that belong together or can be used together.

### Ski Pack

Winter sports lessons, hired **winter sports equipment** and winter sports lift pass.

### Sports equipment

Those articles which are usually worn, carried or held in the course of participation in a recognised sport.

### Strike or industrial action

Any form of industrial action taken by workers which is carried on with the intention of preventing, restricting, or otherwise interfering with the production of goods or the provision of services.

### Terrorism

An act of Terrorism means an 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 for political, religious, ideological or ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

### Valuables

Jewellery, antiques, articles made of gold or silver or other precious metals, precious or semi-precious stones, musical instruments, furs or leather clothing, watches, binoculars, telescopes, photographic equipment, electronic audio or video equipment including tapes, CDs, DVDs and other digital media, games consoles, e-readers, laptop, tablet and other computer equipment and hand-held electronic devices including but not limited to smart phones, iPods, iPads, Kindles and the like and associated software.

### Withdrawal of services

The withdrawal of all water or electrical services in **your** prepaid accommodation or waiter/waitress service at meals or of kitchen services of such nature that no food is served or room cleaning services provided.

### Winter sports equipment

Ski boots, bindings, skis, snowboards and ski poles.

## Policy information

### The policy documents

The **policy** documents tell **you** exactly what is and is not covered, how to make a claim and other important information.

### Policy schedule

The **policy schedule** shows important details including **your** premium amount and details of **insured persons** who are covered by this **policy**. Please keep it with the **policy** booklet.

### Your Duty of Disclosure

It is **your** responsibility to provide complete and accurate information in response to **our** questions when **you** take out **your** insurance policy, and throughout the life of **your policy**. See **important questions relating to health and the acceptance of your insurance**.

It is important that **you** ensure that all statements **you** make verbally to **us** or **your** broker and on the application form, claim forms and other documents are full and accurate.

Please note that if **you** fail to provide complete and accurate information in response to **our** questions or fail to inform **us** of any change in circumstances, **your policy** may be invalidated and part or all of a claim may not be paid.

### Reciprocal health agreements

If **you** are travelling to a European Union country **you** are strongly advised to obtain a European Health Insurance Card. **You** can find full details and how to apply on the HSE website at [www.hse.ie](http://www.hse.ie). This will entitle **you** to benefit from the reciprocal health agreements, which exist between EU countries. Should **you** require medical treatment in Australia or New Zealand reciprocal arrangements may also apply.

## General policy conditions

These are the conditions of the insurance **you** will need to meet as **your** part of this contract. Certain sections of cover have additional conditions, which must also be complied with.

### Age limitation

Cover does not extend to any person aged 71 years or over (80 years or over for Single Trip) at the start of the **policy period**.

### Cancelling the policy

**You** may cancel this **policy** within 14 days of its issue (provided **you** have not started an **insured trip**) and, subject to **you** not having made or intending to make a claim, a full refund of premium will be made. If **you** choose to cancel

- more than 14 days after issue of the **policy**;
  - a claim has been made, or;
  - an **insured trip** has started,
- then, **you** will not be entitled to any premium refund.

**We** may cancel this **policy** by giving **you** at least 30 days' notice (or in the event of non-payment of premium, seven days' notice) in writing at **your** last known address. If **we** do, the premium **you** have paid for the rest of the current **policy period** will be refunded pro rata. **We** will only do this for a valid reason.

Examples of valid reasons include:

- non-payment of premium;
- a change in risk occurring which means that **we** can no longer provide **you** with insurance cover;
- non-co-operation or failure to supply information or documentation requested by **us**;
- threatening or abusive behaviour or the use of threatening or abusive language.

No refund of premium will be made to **you** if any claim has been paid or is outstanding under the **policy**.

### Start of cover

Cover for cancellation, (see Section 5) starts on the "Cover Start Date" (issue date for single trip policies) shown on **your policy schedule** or from the date the **insured trip** is booked

(whichever is later) and terminates with the start of the **insured trip**. In respect of all other cover in the **policy**, cover starts from the effective date when **you** leave **your** usual place of residence to start the **insured trip**, and continues until the time of **your** return to **your** usual place of residence or business on completion of the **insured trip**.

### Family members

**Family** members are only insured under this **policy** if they are named on the **policy schedule** and the appropriate premium has been paid. Children are only covered when travelling with **you** or **your** spouse or partner (other than unmarried dependent children aged 17 years and under who can travel independently of their parent(s) provided the **insured trip** does not exceed 21 days duration).

### Maximum duration

The maximum duration of any one **insured trip** is 31 days on an Annual Multi Trip Policy and 180 days on a Single Trip Policy. (increasing to 60 days where stated in **your policy schedule** and where the appropriate additional premium has been paid).

No cover shall be provided for any part of any trip under an Annual Multi Trip Policy where **your** intended trip exceeds the maximum permitted duration.

### Medical examination

In the event of a claim **you** may be required to submit yourself to a medical examination and/or deliver or arrange delivery of a medical declaration / copy of a medical report issued by the **medical practitioner**.

### Sanctions

**We** will not provide any benefit under this **policy** to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

### Third party contracts act

A person or company who is not a party to this **policy** has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this **policy** but this does not affect any right

or remedy of a third party which exists or is available from that Act.

### Transferring your interest in the policy

**You** cannot transfer **your** interest in this **policy** to anyone else.

## General policy exclusions

These exclusions apply to all sections of **your policy**. The sections of cover in this **policy** have additional specific exclusions, which apply only to those sections of cover in which they are expressly referred to.

**We** will not pay for a loss of any kind that does not arise as a direct and foreseeable result of an **Insurance Event** including, without limitation, loss of profit, business contracts or anticipated savings. In addition **we** will not pay for liabilities, losses, costs, claims or expenses directly or indirectly occasioned by, happening through or as a consequence of:

### Active service

Active service in any of the armed forces of any nation or as a hired or voluntary part of a terrorist group, a revolutionary force or as part of a voluntary peacekeeping force.

### Aviation

Flying or aerial activity of any kind other than as a fare-paying passenger in a fully licensed commercial passenger-carrying aircraft.

### Criminal acts

Any criminal act deliberately or intentionally committed by an **insured person**.

### Cyber-terrorism

Any consequences of **Cyber-terrorism** including but not limited to the delay or cancellation of flights due to the failure of critical systems.

### Decompression

Any claim arising as result of flying less than 24 hours after a scuba dive.

**Default:** the negligence, error or omission of:

- (a) the **Insured Person**; or
- (b) any provider of transport or accommodation;  
or

(c) any agent or online booking service through whom travel arrangements were made; or

(d) any **close business colleague**

(e) any relative.

### **Department Of Foreign Affairs (Dfa) Advice**

No cover is provided under any section of this **policy** in respect of travel to a destination which the Department of Foreign Affairs (DFA) has issued advice to avoid non-essential travel or advised do not travel prior to the commencement of **your insured trip**. Travel advice can be obtained from the DFA website [www.dfa.ie/travel/travel-advice](http://www.dfa.ie/travel/travel-advice).

### **Depreciation**

Depreciation, wear and tear and currency exchange losses.

### **Disinclination**

Unwillingness or refusal to travel.

### **Epidemic or Pandemic**

Any claim directly or indirectly related to a pandemic and/or epidemic as announced by the World Health Organisation (WHO), including but not limited to Coronavirus (COVID-19), including any related and/or similar condition(s) or any mutation or variation of these.

This General Exclusion applies to all sections of cover with the exception of:

(i) Section 1 - Emergency Medical and Repatriation Expenses

(ii) Section 5 - Cancellation, sub-sections A5 and A6 and Section 6 - Curtailment, sub-sections A6 and A7

provided prior to **your insured trip** commencing the Department of Foreign Affairs (DFA) have not issued advice to avoid non-essential travel or advised do not travel to **your** intended destination(s) including any country or area **you** are travelling through.

### **Hazardous Activities**

Any claim arising out of participation in a hazardous activity.

### **Manual work**

Manual work involving:

(a) lifting

(b) the repair, maintenance, operation or use of plant machinery, power tools or motor vehicles.

(c) construction

(d) any work above or below ground level.

### **Mental illness**

Incidents arising out of psychological or psychiatric disorder or whilst suffering from any condition of anxiety, stress or depression diagnosed prior to an **insured trip**.

### **Other indirect loss**

Any other loss connected to the event **you** are claiming for, unless **we** provide cover as detailed in this **policy**.

### **Pre-existing medical conditions**

Any disease, **illness** or injury for which:

- **you** have received medication, advice or treatment; or
- **you** have experienced symptoms whether the condition has been diagnosed or not.

### **Pressure waves**

The transmission of an energy pulse through the atmosphere caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

### **Radiation and explosives**

Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or the radioactive toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.

### **Rescue**

Air and/or sea search and rescue.

### **Self-injury**

Any intentional self-injury, suicide, attempted suicide, injury from deliberate or wilful exposure to needless peril (except in an attempt to save human life), the influence of alcohol or of a drug or drugs (including "legal highs"), other than those medically prescribed (but excluding those prescribed in the treatment of drug addiction), or substance or solvents abuse or venereal disease.

### **Terrorism**

- a. when the incident is covered by government or public authority compensation
- b. leading to cancellation or **curtailment** due to fear of travelling.
- c. in the form of a nuclear, chemical or biological **terrorism** act

### War risks

War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

### Winter Sports

Any claim arising out of participation in winter sports unless optional winter sports cover has been purchased, is shown on **your policy schedule** and the appropriate additional premium has been paid.

## Claims conditions

### Fraud

If **you** or anyone acting on **your** behalf

1. makes or gives **us** any
  - a. fraudulent, falsified, inaccurate, intentionally inflated, misrepresented or exaggerated statements or information and/or
  - b. false or forged documents in support of a claim, or
2. makes a claim for loss, damage or injury caused by **your** wilful act or with **your** connivance then
  - (i) **we** will not pay that claim or any other claim which has been or may be made under the **policy**
  - (ii) **we** may treat the **policy** as if never existed (declare the **policy** void)
  - (iii) **we** will be entitled to recover from **you** the amount of any claim paid under the **policy** since inception or the last renewal date
  - (iv) **we** will not return any premiums **you** have paid
  - (v) **we** will inform the Gardai and take legal action against **you**.

### Making a claim

1. Before making a claim, please check the **policy schedule** and **policy wording** to see whether **you** have cover.

2. Please remember to keep relevant original receipts and reports (not photocopies), as they will be required for any claim. **You** must be able to account for all expenses incurred.
3. Remember to quote **your** policy number.

### Claims Forms (Non-emergency)

Call 01 499 8388 or write to: KennCo Travel Claims Department, Suite 7, Grange Road Office Park, Grange Road, Rathfarnham, Dublin 16.

### Medical and medical-related expenses and repatriation

- 1) For outpatient claims request a claim form from KennCo Travel Claims, which **you** should fill in and return to them, together with receipts for any medical costs **you** may have had to pay yourself such as prescription charges and the like. If **you** receive treatment as an outpatient **you** can wait until **you** return home to send **us your** claim. **You** must obtain and provide **us** with original receipts.
- 2) If **you** are admitted to a hospital or clinic as an in-patient, **our Assistance Company** must be notified immediately on + 44 (0)1243 621078, before incurring expenses and in any event within 48 hours. **You** should provide them with:
  - (i) **Your** name, age and Policy number
  - (ii) A contact telephone number for **you**
  - (iii) The name and contact details of the hospital or clinic including telephone
  - (iv) A description of the medical problem
- 3) If **you** are travelling within the European Economic Area and carrying the European Health Insurance Card, **you** should use the Card to reduce the claim. If **you** do so the **policy excess** will not apply.

### Cancellation or curtailment

If **you** cancel **your** trip for medical reasons, obtain a claim form from KennCo Travel Claims. **Your** own **medical practitioner** (GP) should complete the certificate/declaration on the claims form. If the holiday is curtailed for medical reasons, obtain a medical certificate from the treating **medical practitioner** in the locality where the incident occurred.

- 1) Keep receipts and account for all expenses incurred.
- 2) Notify the tour operator or travel agency where **your** trip was booked, if applicable.

- 3) Contact KennCo Travel Claims as soon **you** know that there is a possibility of **your** journey not taking place.
- 4) Obtain authorisation from **our Assistance Company** before incurring any expenses in curtailing **your** trip.

### For all other claims

Please contact KennCo Travel Claims weekdays between 9.00am and 5.00pm  
 KennCo Travel Claims Department,  
 Suite 7, Grange Road Office Park,  
 Grange Road, Rathfarnham, Dublin 16.  
 Tel 01 499 8388

### Travel delay and disruption

- 1) **You** must apply in a timely manner in the event of flight delay, to the airline or their handling agent for compensation **you** are entitled to under EU Regulation No. 26112004 "Air Passengers Rights". If **you** fail to do so **your** claim may be denied.
- 2) To make a claim under the **policy**, **you** must obtain a letter from the airline, carrier, or handling agent confirming the reason for the delay and detailing the scheduled and actual departure times.
- 3) Contact KennCo Travel Claims on **your** return to obtain a claims form.

Claims should be notified as soon as possible and, in any event, no later than 30 days after the **insurance event**.

### No interest

No interest shall be added to any claims payments.

### Other insurance

If any **insured person** claims under this **policy** for something which is also covered by another insurance policy or by credit card insurance, the **insured person** must provide **us** with full details of the other insurance policy. **We** will only pay **our** proportional share of any claim apart from a personal accident claim, which will be paid in full.

### Personal Effects/Possessions

- 1) For all loss or damage in transit claims, including delayed Personal Effects/Possessions, report to the airline, railway company or shipping line, or their handling agent and obtain a written Property Irregularity Report from them before leaving the baggage reclaim area.
- 2) For all damage claims obtain an estimate for repairs.
- 3) In the event of baggage delay, retain receipts for the purchase of essential replacement items.
- 4) **You** must report all theft or losses to the police within 24 hours of discovery and obtain a written police report.
- 5) Contact KennCo Travel Claims on **your** return to obtain a claims form.
- 6) **You** must retain and produce at **your** own expense all receipts, reports and documentary evidence required by **us** to support **your** claim.

### Rights and responsibilities

**We** will be entitled to take over and conduct in **your** name (at **our** expense) the defence or settlement of any claim or to prosecute in **your** name to **our** own benefit in respect of any claim for indemnity or damage or otherwise, and will have full discretion in the conduct of any proceedings or in settlement of any claim and **you** will give all such information and reasonable assistance as **we** require. This will include legal action to get compensation from anyone else and/or legal action to get back from anyone else any payments that have already been made. **You** may not settle, reject or negotiate any claim without written permission to do so from **us**.

### Legal costs and expenses claims

Please telephone +44 (0)344 770 1053 and quote "Arch Insurance Travel Legal Expenses"

In case of **illness** or **bodily injury** **we** may approach any **medical practitioner** who may have treated **you** during the period of three years prior to the claim and **we** may at **our** own expense, and upon reasonable notice to **you** or **your** legal personal representative, arrange for **you** to be medically examined as often as required, or, in the event of death, have a post mortem examination of **your** body. **You** will supply, at **your** own expense, a **medical practitioner's** certificate in the form required by **us** in support of any medical-related claim under the **policy**.



## Complaints

We aim to provide the highest service standards at all times however, if for any reason **you** are not satisfied, **we** would like to hear from **you**. The procedure below has been put in place to ensure that **your** concerns are dealt with promptly and fairly. Please remember to quote **your** name as shown on **your** current **policy schedule** and the policy number or the claims number in all correspondence and telephone calls.

### Complaint relating to the sale of your insurance:

If **you** are dissatisfied with any aspects of the sale of **your** insurance **you** should contact The Complaints Manager, KennCo Underwriting Ltd, Suites 5-7, Grange Road Office Park, Grange Road, Rathfarnham, Dublin 16.

[complaints@kennco.ie](mailto:complaints@kennco.ie)

### All other complaints:

For all other complaints, including complaints relating to the terms of **your** insurance and/or complaints relating to **your** claim the following Complaints Procedure is available to **you** to contact the **insurer** directly.

### Complaints Procedure

#### Sections 1-12, 14-16

Any complaint should be addressed to:

Complaints,  
Arch Insurance (EU) dac  
2nd Floor,  
Block 3 The Oval,  
160 Shelbourne Road,  
Ballsbridge,  
Dublin 4

Email: [complaints@archinsurance.com](mailto:complaints@archinsurance.com)

Should **you** remain dissatisfied, **you** may be eligible to refer **your** complaint to the Financial Services and Pensions Ombudsman (FSPO).

The Contact details are as follows:

Financial Services and Pensions Ombudsman  
Lincoln House  
Lincoln Place  
Dublin 2  
D02 VH29  
Republic of Ireland

Tel: +353 1 567 7000

Email: [info@fspo.ie](mailto:info@fspo.ie)

Website: [www.fspo.ie](http://www.fspo.ie)

In addition, if **you** purchased **your policy** online **you** may be eligible to refer **your** complaint via the European Commission's Online Dispute Resolution (ODR) platform.

Full details can be found at the following website address <http://ec.europa.eu/odr>

The complaints handling arrangements above are without prejudice to **your** right to commence a legal action or an alternative dispute resolution proceeding in accordance with **your** contractual rights.

## Section 13 legal Costs and Expenses

Please forward details of **your** complaint to:

MIS Underwriting Limited  
14a Jocelyn Street  
Dundalk  
Co Louth  
A91 XNY2  
Tel: 01 872 0179  
Email: [underwriting@misgroup.com](mailto:underwriting@misgroup.com)

If the matter still cannot be resolved to **your** satisfaction, **you** have the right to refer to:

The Financial Services and Pensions Ombudsman,  
Lincoln House,  
Lincoln Pl,  
Dublin 2,  
D02 VH29

Tel: +353 1 567 7000

The Financial Services and Pensions Ombudsman can only deal with **your** claim after **you** have followed the full complaints procedure.

## Section 1 - Emergency medical and repatriation expenses

This section of the **policy** sets out the cover provided if an **insured person** sustains actual **bodily injury** or suffers **illness** on an **insured trip** outside the Republic of Ireland (unless specifically covered below). The **insurer** will indemnify/pay the reasonable and/or customary costs/expenses up to but not exceeding the sum insured per **insured person** in total per **insured trip** as shown in the **policy schedule** which are necessarily incurred in respect of the following:

## A. Emergency medical and transportation expenses as a direct result of bodily injury or illness

1. Medical and surgical treatment expenses.
2. Prescribed medicine.
3. Hospitalisation charges, nursing home and additional accommodation during recuperation.
4. Emergency (or doctor-ordered) ambulance charges for conveyance to a hospital.
5. Emergency dental treatment expenses only for the alleviation of sudden pain, up to €1,200.

### Exclusions applying to Section 1

#### A. What is not covered

1. Admission to a private hospital/clinic unless approved by the **assistance company**.
2. Private room accommodation in a hospital/clinic.
3. Any expense that **you** incur more than 12 months after the occurrence of the **bodily injury or illness**.
4. Any expenses not usual, reasonable or customary for the medical services and/or supply.
5. Any costs arising from **your** normal pregnancy, without any accompanying **bodily injury, illness, disease** or complication. This section provides cover for unforeseen events, accidents, illnesses and diseases and normal childbirth would not constitute an unforeseen event except as specifically described.
6. Cost of medical treatment provided and covered under a state insurance or private health scheme.
7. Costs of medications that were known to be required or continued during the **Insured trip**.
8. Costs of medical treatment provided in the Republic of Ireland.
9. Cost of non-essential or ongoing treatment or where treatment can be reasonably delayed until **your** return to the Republic of Ireland.
10. Cost of any form of cardiac or organ transplant surgery unless authorised

by the **insurer** in advance of being performed.

11. Cost of the service of a chiropractor, chiropodist or osteopath.
12. Non-medical costs such as telephone, fax and internet use.
13. Psychological counselling.
14. Cost of dental treatment related to the and work involving the use of precious material.
15. Repair/replacement of prosthetic limbs and/or hearing aids.
16. The **policy excess** except in the case of **you** having used the European Health Insurance Card to reduce the claim. Please refer to **your policy schedule**.
17. Anything mentioned in the General Exclusions.

## B. Hospital confinement benefit

Cover is provided for each 24-hour period that **you** are admitted to a hospital as an inpatient or held in compulsory quarantine outside the Republic of Ireland, payable at €60 per complete 24 hours up to a maximum of €2,400.

## C. Additional travel and accommodation expenses

1. As a result of the hospitalisation of an **insured person**, additional travel and accommodation expenses of a person summoned to travel to, stay with, or escort such **insured person** or similar expenses for a travel companion staying with **you**. Cover limit applicable to sub section C 1 - C 5 up to €1,200.
  - (a) Reasonable transport and accommodation expenses (room only) of one **relative** or friend required on medical advice and authorised by the **assistance company** to travel to **you** and/or remain with **you**, up to €120 per day.
  - (b) The **insurer's** travel insurance for a person summoned or a travel companion staying with **you**.
  - (c) Reasonable additional travelling expenses incurred by **you** in returning to **your** home address.
  - (d) Reasonable additional accommodation expenses (room only) incurred by **you** beyond the number of days pre-booked

in the event of serious injury or **illness** for which a claim is admitted under A “Emergency medical and repatriation expenses” above.

- (e) Cover in the Republic of Ireland applies but is limited to €1,200.
2. In the event of a positive diagnosis of Coronavirus (COVID-19) whilst on an **insured trip** outside the Republic of Ireland, reasonable additional travel and/or accommodation (room only) expenses incurred up to the standard of **your** original booking if it is necessary for **you** to extend **your** stay, up to €1,200.

### Exclusions applying to Section 1

#### C. What is not covered

1. Any expense incurred by an escort summoned under this **policy** if the **insured person** is to be repatriated or released from the hospital/clinic within three days unless the hospitalised **insured person** is less than 19 years of age.
2. Any expense that **you** incur more than 12 months after the occurrence of the **bodily injury** or **illness** to which the claim refers.
3. The **policy excess** as shown in the **policy schedule**.
4. Anything mentioned in the general exclusions.

#### D. Repatriation or evacuation of the insured person as a consequence of a sudden illness, an accident or serious assault.

Cover limit applicable to sub section D 1 - D 3 up to €10,000,000.

1. Costs of **your** repatriation to the Republic of Ireland or nearest qualified medical facility as determined by the **insurer** provided **you** are fit to travel from a medical perspective.
2. The expense of a qualified medical attendant or other person authorised by the **insurer** required on medical advice to escort **you** back to the Republic of Ireland.
3. Repatriation to the Republic of Ireland of accompanying **Family and couple** members where an **insured person** has been hospitalised or has died.
4. Cover in the Republic of Ireland applies but is limited to €1,200.

### Exclusions applying to Section 1

#### D. What is not covered

1. Any costs of repatriation or evacuation as a result of **your** taking part in any excluded **hazardous activities and sports** including dangerous expeditions.
2. Any expense that **you** incur more than 12 months after the occurrence of the **bodily injury** or **illness** to which the claim refers.
3. Anything mentioned in the general exclusions.

#### E. Funeral expenses and body repatriation

1. Cost of returning **your** body or ashes to **your** home address and/or the cost of cremation or burial in the country where death occurs, up to €3,600.
2. Return travel and reasonable accommodation (room only) expenses for one **relative** to travel out and accompany the remains, up to €1,200.
3. Cover in the Republic of Ireland applies but is limited to €1,200.

### Exclusions applying to Section 1

#### E. What is not covered

1. Any expense that **you** incur more than 12 months after the occurrence of the **bodily injury** or **illness** to which the claim refers.
2. Anything mentioned in the general exclusions.

#### Additional conditions applying to Section 1

- a. All coverage under this section must be prescribed or recommended by a **medical practitioner**. If **you** are admitted as an in-patient in a hospital/ clinic **you** must notify the **assistance company** immediately and prior to incurring any medical costs. If costs are incurred without notification, then the **insurer** is only liable for such costs, as they would have incurred had such

a notification taken place based on existing price agreements and provided the claim is valid.

- b. The **assistance company's** doctors have the authority on behalf of the **insurer** to decide whether or not a repatriation is preferable based on an evaluation of the medical condition of the **insured person**.
- c. Where repatriation/evacuation is required, the **insurer** will decide on the mode of transport taking into consideration the medical condition and requirements of the **insured person** and location accessibility. The transport can be carried out by air ambulance, helicopter, scheduled or charter aeroplane, train, taxi and/or with other persons e.g. on scheduled or charter flights(economy class).
- d. **You** are required to ensure that **you** have received the vaccinations recommended by the World Health Organisation (WHO) or Republic of Ireland public health authority prior to **your** travel including malaria medication. If **you** fail to take such precautions and it is determined that the **illness** is a result of **your** negligence, **your** cover under Section 1 may be void.

## Section 2 - Personal accident

This section of the **policy** sets out the cover the **insurer** provides in total per **insured trip** to each **insured person** up to the sum insured shown in the **policy schedule**, who sustains **bodily injury** as a sole and direct result of an accident during the **insured trip** giving rise within 12 months of the accident to:

### A. Death

1. Persons aged 18 to 64 years - 100%
2. Persons under the age of 18 years or over the age of 64 - 10%

### B. Permanent Total Disablement

1. Persons aged 18 to 64 years - 100%
2. Persons under the age of 18 years or over the age of 64 - 10%

### C. Loss of Limb or Sight

1. Persons aged 18 to 64 years - 100%
2. Persons under the age of 18 years or over the age of 64 - 10%

### Additional conditions applying to Section 2

- a. Compensation for **permanent total disablement** or **loss of limb or sight** will be paid to the **insured person**. Compensation for death will be paid to the deceased's personal representatives (next of kin).
- b. Disablement is determined as soon as the final consequences of the accident can be medically determined although not later than 12 months after the date of the **insurance event** causing **bodily injury**.
- c. It is a condition for payment of disablement compensation under B and C above that the **insured person** is alive on the date of payment.
- d. **We** will not pay any benefits solely because the **insured person** is unable to take part in sports or pastimes.
- e. If an **insured person** disappears but no death certificate has been issued, **we** will wait for a suitable period of time during which **we** will consider all available evidence and if **we** have no reason to suppose other than that death has occurred as a result of an accident, **we** will pay the sum insured. If the belief is subsequently found to be wrong, such amount shall be refunded to **us**.
- f. Any disablement compensation that has been paid in connection with an **insurance event** resulting in death will be deducted from the sum insured for death.
- g. The degree of disablement for loss of several parts of the body cannot exceed 100% of the sum insured for **permanent total disablement**.
- h. A pre-existing disablement does not entitle the **insured person** to any higher assessment of compensation than if such disablement had not previously existed.
- i. If several **insured persons** are involved in the same **insurance event**

**our** aggregate limit shall not exceed €2,400,000 unless otherwise agreed in writing. If the aggregate limit is reached this amount will be allocated in proportion to **our** liability to each **insured person**.

- j. The **insured person** (or in the case of death, the deceased's personal representatives or next of kin) must provide the **us** with satisfactory medical and other information or allow **us** access to full medical records and/or death certificates as requested.

### Exclusions applying to Section 2

#### What is not covered

- a. Any **insurance event** arising as a consequence of a nuclear, chemical or biological **terrorism** act
- b. Any **insurance event** arising from **your**:
  - i. being the driver, rider or passenger of a quad bike, all terrain vehicle or motorcycle when **you** are not wearing a crash helmet, whether legally required locally or not
  - ii. **your** participation in any excluded **hazardous activities and sports**.
- c. Anything mentioned in the general exclusions.

### Section 3 - Withdrawal of services

This section of the **policy** sets out the cover the **insurer** provides in total per **insured trip** to an **insured person**, not exceeding the sum insured shown in the **policy schedule**.

- A. **Where a withdrawal of services has occurred continuously for more than 24 hours during your insured trip and an alternative arrangement has not been made by the accommodation or service provider, we will make a payment for each complete 24 hour period during which services are withdrawn in accordance with the policy schedule.**

### Exclusions applying to Section 3

#### A. What is not covered

1. **Strike or industrial action** which existed, had been announced or could have been known about on the date this insurance was purchased or renewed or the **insured trip** was booked.
2. Services that were not part of **your** pre-paid package unless supported by written confirmation from the tour operator or hotel to substantiate **your** claim.
3. Anything mentioned in the general exclusions.

### Section 4 - Provision of screened blood

This section of the **policy** sets out the cover the **insurer** provides in total per **insured person**, not exceeding the sum insured shown in the **policy schedule** in total per **insured trip** in the event of the emergency medical need of screened blood to be forwarded for the treatment of an **insured person** during an **insured trip**.

- A. **The provision of screened blood, resuscitating fluids and sterile medical equipment to the nearest airstrip used by scheduled carriers and the onward transportation of such supplies to the place of treatment by the fastest means reasonably available.**

1. Cost and charges of such provision up to the sum insured of €60,000.

### Exclusions applying to Section 4

#### A. What is not covered

1. Supplies needed as a result of elective surgery, chronic blood disorders, or self-injury.
2. Anything mentioned in the general exclusions.

### Additional conditions applying to Section 4

The existence of any medical emergency necessitating screened blood will be determined by the treating **medical practitioner** in conjunction with the authorised **medical practitioner** of the **assistance company** taking into account the medical condition of the **insured person** and the safety of local supplies.

## Section 5 - Cancellation

This section of the **policy** sets out the cover the **insurer** provides to each **insured person** in total per **insured trip**, not exceeding the sum insured shown in the **policy schedule**, following necessary and unavoidable cancellation of an **insured trip**.

**A. All travel charges that you have paid and/or are contracted to pay before the departure date and cannot recover in respect of any part of the insured trip that you are necessarily required to cancel as a result of:**

1. **Your** accidental **bodily injury** or **illness** or death (or that of a **relative**, a **close business colleague** or a friend with whom **you** have arranged to travel or stay).
2. **You** or any person with whom **you** have arranged to travel or stay, having being subject to compulsory quarantine or being summoned for non-foreseeable compulsory military and/or jury service or as a witness in a court of law (except as an expert witness in a professional capacity) during the period of the **insured trip**.
3. **Your** redundancy (qualifying **you** to claim for payment under current Redundancy Payment Legislation) and that of any person with whom **you** intend to travel provided that such notice of redundancy is advised to **us** within 14 days of its announcement.
4. **Your** private dwelling becoming uninhabitable following fire, storm or flood, or **your** presence being required by the police following burglary at such private dwelling occurring at any time after **we** have accepted this insurance.
5. **You** or any person with whom **you** have arranged to stay or travel testing positive for Coronavirus (COVID-19) within 14 days of the departure date of an **insured trip**.

6. **Your relative** or **close business colleague** being admitted to hospital with Coronavirus (COVID-19) within 7 days of the departure date of an **insured trip** or, the death of a **relative** or **close business colleague** due to Coronavirus (COVID-19) within 7 days of the departure date of an **insured trip**.

## Exclusions applying to Section 5

### A. What is not covered

1. Any cancellation arising from circumstances that could reasonably have been anticipated at the time **you** booked **your insured trip**.
2. Any costs arising from **your** normal pregnancy, without any accompanying **Bodily Injury, Illness**, disease or complication. This section provides cover for unforeseen events, accidents, illnesses and diseases and normal childbirth would not constitute an unforeseen event except as specifically described.
3. Any cancellation following **your** disinclination to travel or to continue with the **insured trip** or **your** loss of enjoyment of the **Insured trip**.
4. Any cancellation as a consequence of **terrorism** including **your** fear of travelling.
5. Any cancellation of an **insured trip**:
  - i. due to the fear of an epidemic or pandemic
  - ii. by the travel organiser
  - iii. where **your** carrier has refused to allow **you** to travel.
6. Any additional costs or expenses due to **your** failure to notify the travel agent, tour operator or provider of transport immediately it is found necessary to cancel **your insured trip**.
7. Any charges in respect of the **insured trip**:
  - i. for which there is no contractual liability; or
  - ii. which are recoverable elsewhere.
8. Any costs of expenses arising from a **catastrophe**.
9. Any costs or expenses arising by virtue of the liquidation, administration or receivership of the carrier or travel organiser.

10. Any additional costs or expenses arising by virtue of failure to check in or comply with the itinerary supplied.
11. Any failure to obtain the required passport, visa, vaccine certificate, medical tests/documentation or ESTA (Electronic System for Travel Authorisation for travellers to the U.S.A) in time for the **insured trip**.
12. Any claim due to a change in the Department of Foreign Affairs (DFA) advice for travel to **your** intended destination(s) including any country or area **you** are travelling through.
13. Any claim arising from a psychological/mental **illness** suffered by **you** or a **relative** whether travelling or not.
14. The **policy excess** as shown in the **policy schedule**.
15. Anything mentioned in the general exclusions.

#### Additional conditions applying to Section 5

1. **You** are obliged to immediately advise **us** of any changed circumstances which become apparent after the date of issue of the **policy** and before the start of any **insured trip** during the **policy period** which **you** could reasonably foresee as likely to give rise to a claim under the **policy**. The **insurer** reserves the right to alter the terms of insurance in the light of such changed circumstances. The **insurer** will, subject to the terms, conditions and exceptions, indemnify **you** in respect of loss of deposits or charges that **you** have necessarily incurred up to the date **you** advise **us** of such changed circumstances.
2. In the event of a claim due to **you** testing positive for Coronavirus (COVID-19), **you** must provide at **your** own expense a copy of the positive test result for Coronavirus (COVID-19) **you** received from the HSE, **your** GP or a private test provider. The test must be an approved PCR test reported to the HSE as showing a positive result for Coronavirus (COVID-19).

## Section 6 - Curtailment

This section of the **policy** sets out the cover the **insurer** provides to each **insured person** in total per **insured trip**, not exceeding the sum insured shown in the **policy schedule**, following necessary and unavoidable **curtailment** of an **insured trip**.

### A. All reasonable additional travel expenses incurred by you in returning to your home address in the Republic of Ireland where such return is urgently necessitated by

1. The death, serious **illness** or severe injury of **your relative** or **close business colleague**, where such **relative** or **close business colleague** is resident in the Republic of Ireland.
2. **Your kidnap** or the **hijack** of the scheduled public transport in which **you** are travelling.
3. **Your** redundancy (qualifying **you** to claim for payment under current Redundancy Payment Legislation) and that of any person with whom **you** intend to travel provided that such notice of redundancy is advised after **your** departure.
4. **Your** private dwelling becoming uninhabitable following fire, storm or flood, or **your** presence being required by the police following burglary at such private dwelling occurring at any time after the start of the **insured trip**.
5. **You** or any person with whom **you** are travelling or staying, being subject to serious assault/rape or witnessing a traumatic event requiring hospitalisation or psychological counselling.
6. **You** or any person with whom **you** are travelling or have arranged to stay testing positive for Coronavirus (COVID-19) within 14 days of **your** departure from the Republic of Ireland.
7. The death of a **relative** or **close business colleague** in the Republic of Ireland due to Coronavirus (COVID-19) within 7 days of **your** departure from the Republic of Ireland.

## Exclusions applying to Section 6

### A. What is not covered

1. Any **curtailment** of a **insured trip** that was started prior to the **policy period** unless declared to and accepted by **us**.
2. Any **curtailment** as a consequence of **terrorism** including **your** fear of travelling
3. Any **curtailment** of a trip due to the risk of contracting an epidemic or pandemic virus/illness.
4. Any costs arising from **your** normal pregnancy, without any accompanying **bodily injury, illness**, disease or complication. This section provides cover for unforeseen events: accidents, illnesses and diseases and normal childbirth would not constitute an unforeseen event except as specifically described.
5. Any expense following **your** disinclination to travel or to continue with **your insured trip** or **your** loss of enjoyment of the **insured trip**.
6. Any expense arising from circumstances that could reasonably have been anticipated at the time **you** booked or started **your insured trip**.
7. Any additional costs or expenses due to **your** failure to notify the travel agent, tour operator or provider of transport immediately it is found necessary to curtail the **insured trip**.
8. Any charges in respect of the **insured trip**:
  - i. for which there is no contractual liability; or
  - ii. which are recoverable elsewhere.
9. Any costs or expenses arising by virtue of the liquidation, administration or receivership of the carrier or travel operator.
10. Any additional costs or expenses arising by virtue of failure to check in or comply with the itinerary supplied.
11. Any claim due to a change in the Department of Foreign Affairs (DFA) advice for travel to **your** intended destination(s) including any country or area **you** are travelling through.
12. The **policy excess** as shown in the **policy schedule**.
13. Anything mentioned in the general exclusions.

## Additional conditions applying to Section 6

- a. If the **insured trip** is curtailed due to **your** accident or **illness**, a **medical practitioner** at the resort or the nearest town must confirm that the **curtailment** was medically necessary.
- b. All **curtailment** costs must be authorised in advance by the **assistance company**.

## Section 7 - Travel delay and disruption

This section of the **policy** sets out the cover the **insurer** provides to each **insured person** in total per **insured trip**, not exceeding the sum insured shown in the **policy schedule**.

### A. Travel delay on the outward and return journey

Delay to departure of at least 12 hours due to failure or delay of pre-booked public means of transport on which the **insured person** is scheduled to travel

1. The amount as shown on **your policy schedule** for each full twelve-hour period that **you** are delayed or
2. The full deposit or cancellation charges (non-recoverable) if, after 12 hours delay to **your** outward journey from the Republic of Ireland, **you** choose to abandon the **insured trip**. Such compensation cannot exceed the sum insured for Section 5 - Cancellation.
3. Travel delay as a consequence of an act of **terrorism** in the resort **you** were staying. Cover will be limited to 50% of the sum insured.

### B. Missed departure and catching up with your scheduled itinerary

Disruption of an **insured person's** scheduled travel itinerary due to the failure or delay of any pre-booked public transport, to the trip destination point.

This section does not apply to trips within the Republic of Ireland.

1. Reasonable additional accommodation and travel expenses of an equivalent standard (up to the sum insured) as stated in the **policy schedule** to the original booking, necessarily incurred to reach the booked destination.
2. Any travel delay as a consequence of **terrorism** will be limited to 50% of the sum insured.



## Exclusions applying to Section 7

### A&B What is not covered

1. Travel delay caused by **strike or industrial action** that started or had been announced or could have been known about before the purchase of this insurance or before **your insured trip** was booked.
2. Any costs of expenses arising from a **catastrophe**.
3. Costs or charges for which the airline or the provider of transport or accommodation will compensate **you**. **You** should seek compensation for flight delay in the first instance from the airline under Protection for Airline Passengers - Regulation 261/2004/EC.
4. Circumstances that could reasonably have been anticipated at the date the **policy** was purchased or renewed or the **insured trip** was booked.
5. The **policy excess** is payable in respect of abandonment after 24hrs of delay.
6. Anything mentioned in the general exclusions.

### Additional conditions applying to Section 7

Each **insured person** must:

- a. take all reasonable steps to complete the scheduled journey on time.
- b. check-in according to the itinerary provided by the tour operator or carrier and obtain a signed statement or certificate from the tour operator, carrier, agent or transport provider confirming the period of delay or disruption.
- c. comply with minimum check-in and connecting times.
- d. allow sufficient time to reach any airport, station, port or terminus with reasonable expectation of meeting the scheduled check-in time.
- e. obtain written confirmation from the public transport provider if **you** miss **your** departure due to the failure or delay of the means of public transport on which **you** were travelling.
- f. apply in a timely manner to the airline or carrier for compensation **you** are entitled to under EU Regulation No. 261/2004 "Air Passengers Rights".

## Section 8 - Personal effects

This section of the **policy** sets out the cover the **insurer** provides to each **insured person** in total per **insured trip** not exceeding the sum insured and limits shown in the **policy schedule**, for the loss, damage or theft of **personal effects**.

The **insurer** will settle claims on an indemnity basis i.e. a deduction will be made for wear, tear and depreciation.

### A. Accidental loss, damage or theft of personal effects

The **insurer** will, pay the market value of items at the time the loss occurred, subject to the **insurer** not paying more than the sum insured in total or more than any **single item limit** and **valuables** limits set out in the **policy schedule**. The cover is limited to €60 for spectacles.

## Exclusions applying to Section 8

### A. What is not covered

1. Items delayed or confiscated by any government or public authority.
2. Depreciation in value.
3. Any loss or damage occurring:
  - a. due to normal wear and tear, superficial marks and scratches, dents or defacement of suitcases or other packaging
  - b. due to atmospheric or climatic conditions
  - c. during any process of cleaning, dyeing, repairing or restoring
  - d. to **sports equipment** while in use
  - e. due to mechanical or electrical breakdown or derangement
  - f. to any items being shipped as freight or under a bill of lading
  - g. to **personal effects** whilst in the custody of an airline or other carrier unless a Property Irregularity Report has been obtained
  - h. to prosthetic limbs and/or hearing aids.
  - i. to any **valuables**, fragile articles or electronic equipment in baggage or in transit outside **your** personal control.

4. Any loss of unattended items left in a public place, or at your lodgings unless in securely locked **private accommodation**, or loss from an unattended vehicle unless all items are kept out of sight in a locked glove or boot compartment and the vehicle shows signs of forced entry..
5. Losses not reported to the police or appropriate authority within 24 hours of discovery and a written report obtained.
6. The **policy excess** as shown in the **policy schedule**.
7. Anything mentioned in the general exclusions.

- c. not reported to the police or appropriate authority within 24 hours of discovery and a written police report obtained.
3. Any loss of **personal money** or travel documents left unattended in a public place or at **your lodgings** unless in securely locked **private accommodation**, or loss from an unattended vehicle unless all items are kept out of sight in a locked glove or boot compartment and the vehicle shows signs of forced entry.
4. The **policy excess** as shown in the **policy schedule**.
5. Anything mentioned in the general exclusions.

## B. Accidental loss or theft of personal money and travel documents

The **insurer** will pay up to the sum insured shown in the **policy schedule**, subject to the cash limit, for accidental loss or theft of **personal money**, passport, flight tickets and other travel documents belonging to the **insured person** whilst on **your person**, in a safety deposit box within a hotel or bank or whilst in securely locked **private accommodation**.

1. If the **insured person** is under the age of 18, the **insurer** will not pay more than the amount for **cash** shown in the **policy schedule**.
2. Reasonable additional costs incurred in obtaining replacement travel documents.

## Additional conditions applying to Section 8

- a. Claims for **personal money** lost by or stolen from an **insured person** will only be paid if the **insured person** reports such loss or theft to the relevant card issuer, bank or other security provider as soon as possible.
- b. The **insurer** will only be responsible for losses of **personal money** or **cash** to the extent **you** are not covered by any other insurance or any other form of indemnity or reimbursement by the card issuer, bank or other security provider.
- c. Original purchase receipts will be required for items of luggage, clothing and **personal effects** where these are less than one year old.

## Exclusions applying to Section 8

### B. What is not covered

1. Items delayed or confiscated by any government or public authority.
2. Losses:
  - a. occurring as a result of **personal money** being packed in suitcases or similar receptacles whilst in transit outside an **insured person's** personal control
  - b. arising due to non-compliance with any of the terms of issue of any **personal money**

## Section 9 - Luggage delay

The **insurer** will pay up to the sum insured shown in the **policy schedule**, for a delay of more than 12 hours after the actual arrival time of the **insured person** for:

### A. Luggage delay

1. Reimbursement of reasonable costs for the purchase of necessary emergency replacement clothing, toilet requisites and similar items, up to €240.
2. In the event that no emergency purchases are made a cash benefit of €60 is available per **Insured Person**.

## Exclusions applying to Section 9

### A. What is not covered

1. Losses in respect of any **personal effects** delayed on a return journey to the **insured person's** usual place of residence.
2. Delay in the arrival of **personal effects** whilst in the custody of an airline or other carrier unless a property irregularity report has been obtained.
3. Any payment made under this section will be deducted from any subsequent payment made under Section 8 - **Personal effects**.

## Section 10 - Personal liability

This section of the **policy** sets out the cover the **insurer** provides in total, per **insured trip**, not exceeding the sum insured shown in the **policy schedule**, in relation to personal liability.

### A. Costs and expenses for which an insured person is legally liable in a personal capacity in respect of accidents happening during the insured trip resulting in:

1. loss of or damage to material property not belonging to **you** or in the charge of or under the control of **you** or a member of **your** family or household or of a person in **your** employ or service.
2. **bodily injury**, death or disease to any third party who is not an **insured person**, a member of **your** family or household or in **your** employ or service.

The indemnity provided by this section extends to cover costs and expenses recoverable by any claimant, provided they were incurred before the date on which **we** paid or offered to pay either the full amount of the claim or the total amount recoverable, in respect of any one occurrence and also to costs and expenses incurred by **you** with **our** written consent.

In the event of **your** death **your** personal representative will receive the benefit of the cover provided by this section.

## Exclusions applying to Section 10

### A. What is not covered

1. Legal liability arising directly or indirectly out of:
  - a. the **insured person's** trade profession or business
  - b. contractual liability unless such liability would have attached in any event in the absence of such contract
  - c. ownership, possession or use (other than as a passenger having no right of control) of any motor vehicle, caravans, trailers, aircraft, model aircraft or watercraft other than manually propelled craft, mechanically or electrically propelled vehicles and lifts
  - d. the **insured person** having transmitted disease to other persons via infection or otherwise
  - e. wilful, malicious or criminal acts
  - f. ownership, possession or use of animals or firearms
  - g. ownership of any land or buildings.
2. Any fines or other penalties.
3. Legal liability in respect of loss or damage to any property owned or held in trust by or in the custody or control of the **insured person** other than use of an hotel and other similar temporary accommodation.
4. Personal liability as a consequence of participation in a **hazardous activity and sport** unless shown as covered on page 40 and 41.
5. The **policy excess** of €300 in respect of property damage. Please refer to **your policy schedule**.
6. Anything mentioned in the general exclusions.

### Additional conditions applying to Section 10

- a. If **you** know of any **insurance event**, which may result in a claim under this section **you** must:
  - i. inform **us** in writing without delay
  - ii. send all correspondence and legal documents to **us** unanswered
  - iii. refrain from discussing liability with any third party.

- b. No admission, offer, promise, payment or indemnity may be made by **you** without **our** prior written agreement.
- c. **We** are entitled to take over the defence and settlement of any claim against **you** in **your** name and have full discretion in the conduct of any proceedings and the settlement of any claim.
- d. **We** may at **our** own expense take proceedings in **your** name with full discretion to recover compensation or indemnity from any third party in respect of any loss, damage or expense.
- e. Where more than one **insured person** is involved in the same **insurance event**, the maximum **we** will pay is €2,500,000 in the case of liability for personal injury and €120,000 in the case of liability for property damage unless otherwise agreed. If this limit is reached, this amount will be allocated in proportion to each **insured person**.

## Section 11 - Hijack, kidnap and Mugging

This section of the **policy** sets out the cover the **insurer** will provide to each **insured person** in total, per **insured trip**, not exceeding the sum insured shown in the **policy schedule**, in respect of

### A. The kidnap of an insured person or the hijack of the means of transport on which an insured person is travelling

Reasonable costs of up to €12,000 in respect of:

1. Negotiating or attempting to negotiate **your** release.
2. Security counselling from specialist professional advisers.
3. Psychological counselling for all **insured persons**.
4. Travel and accommodation cost (room only) incurred by up to two family members when travelling to a destination near the location of the **kidnap** and/or **hijack** incident, when such incident has lasted more than seven days.
5. **Hijack/kidnap** benefit per day of €120 for each full 24 hours up to a maximum of €600 that an **insured person** is detained.

### B. The hospitalisation of an insured person following a Mugging.

1. Mugging benefit of €120 per day up to €600 for each day spent in hospital.

## Exclusions applying to Section 11

### A&B What is not covered

1. Any ransom or other amount or property paid in relation to the release of a kidnapped or hijacked **insured person**.
2. **Mugging** that does not necessitate hospitalisation.
3. Any claim not supported by a written police report.
4. Anything mentioned in the general exclusions.

## Section 12 - Catastrophe

This section of the **policy** sets out the cover the **insurer** provides to each **insured person** in total, per **insured trip**, not exceeding the sum insured shown in the **policy schedule**, in respect of

### A. The disruption of your insured trip by a catastrophe

1. Reasonable additional accommodation and travel expenses necessarily incurred to return home, go to an alternative destination or continue to the booked destination via an alternative route in the event that **your insured trip** is disrupted by a **catastrophe**.

## Exclusions applying to Section 12

### A. What is not covered

1. Circumstances already known at the time of buying or renewing this **policy** or booking the **insured trip**.
2. Claims not supported by a written report from the appropriate authorities.
3. Claims that are not justifiable given the circumstances, for example, the fear of an event happening or not taking place.
4. **Your** decision not to remain in **your** booked accommodation or to continue

**your** planned itinerary when official directives from local authorities state that it is acceptable to do so.

5. Any expense recoverable from the tour operator, airline, hotel, provider of services or elsewhere.

Note In the event of a **catastrophe**, **your** travel insurance **policy** will be automatically extended to cover the period until **your** return to the Republic of Ireland.

## Section 13 - Legal costs and expenses

Important- cover under this Section is underwritten by AmTrust International Underwriters DAC. The legal advice service is provided by MIS Underwriting Ltd and or a preferred law firm on behalf of MIS.

### MIS UNDERWRITING LIMITED & AMTRUST INTERNATIONAL UNDERWRITERS DAC

MIS Underwriting Limited is registered as an insurance intermediary to undertake insurance distribution under the European Union (Insurance Distribution) Regulations, 2018 (IDR) in respect of General Insurance, registration no: C190040.

You can check our status on the insurance distribution register by clicking here: <http://registers.centralbank.ie/>

This insurance is administered by MIS Underwriting Ltd and underwritten by AmTrust International Underwriters DAC, Registered in Ireland. Company No. 169384 is authorised and regulated by the Central Bank of Ireland. Registered office: 6-8 College Green, Dublin 2, Ireland.

**MIS** agrees to provide the insurance described in this Section, in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this Section, provided that

1. **reasonable prospects** exist for the duration of the claim
2. the **date of occurrence** of the **insured incident** is during the **policy period**
3. any legal proceedings will be dealt with by a court, or other body which **MIS** agree to, within the **countries covered** and

4. the **insured incident** happens within the **countries covered**.

### What MIS will pay

**MIS** will pay an **appointed representative**, on the **Insured Persons** behalf, **costs and expenses** incurred following an **insured incident**, provided that:

- a. the most **MIS** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is €30,000
- b. the most **MIS** will pay in **costs and expenses** is no more than the amount **MIS** would have paid to a **preferred law firm**. The amount **MIS** will pay a law firm (where acting as an appointed representative) is currently €120 per hour. This amount may vary from time to time.
- c. in respect of an appeal or the defence of an appeal, the **insured person** must tell **MIS** within the time limits allowed that the **insured person** wants to appeal. Before **MIS** pay the **costs and expenses** for appeals, **MIS** must agree that **reasonable prospects** exist
- d. for an enforcement of judgment to recover money and interest due to the **Insured person** after a successful claim under this section, **MIS** must agree that **reasonable prospects** exist, and
- e. where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most **MIS** will pay in **costs and expenses** is the value of the likely award.

### What MIS will not pay

In the event of a claim, if the **insured person** decides not to use the services of a **preferred law firm**, the **Insured person** will be responsible for any costs that fall outside the **MIS Standard Terms of Appointment** and these will not be paid by **MIS**.

### Definitions applicable to this Section

The following words have these meanings wherever they appear in this section in **bold**:

### Appointed representative

The **preferred law firm** or law firm **MIS** will appoint to act on behalf of the **Insured Person**.

## Costs and expenses

- a. All reasonable and necessary costs chargeable by the **appointed representative** and agreed by **MIS** in accordance with the **MIS Standard Terms of Appointment**.
- b. The costs incurred by opponents in civil cases if the **insured person** has been ordered to pay them, or the **insured person** pays them with **MIS's** agreement.

## Countries covered

Worldwide.

## MIS Standard Terms of Appointment

The terms and conditions (including the amount **MIS** will pay to an **appointed representative**) that apply to the relevant type of claim, which could include a conditional fee agreement (no win, no fee). Where a law firm is acting as an **appointed representative** the amount is currently €120 per hour. This amount may vary from time to time.

## Data Protection Legislation

The relevant data protection legislation in force within the territorial limits where this cover applies at the time of the insured incident.

## Date of occurrence

The date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the **date of occurrence** is the date of the first of these events. (This is the date the event happened, which may be before the date the **Insured person** first became aware of it.)

## Insured person

The person stated on the **Policy Schedule** as being insured.

## Preferred law firm

A law firm or barristers' chambers **MIS** choose to provide legal services. These legal specialists are chosen as they have the proven expertise to deal with the **insured person's** claim and must comply with **MIS's** agreed service standard levels, which **MIS** audit regularly. They are appointed according to the **MIS Standard Terms of Appointment**.

## Reasonable prospects

The prospects that the Insured person will recover losses or damages (or obtain any other legal remedy that **MIS** have agreed to, including an enforcement of judgment), makes a successful defence or make a successful appeal or defence of an appeal, must be at least 51 %. **MIS**, or a **preferred law firm** on **MIS's** behalf, will assess whether there are **reasonable prospects**.

## MIS

**MIS** Legal assistance Limited.

## Insured incident

A specific or sudden accident that causes death or **Bodily Injury** to the **insured person**.

## Exclusions applying to Section 13

### Also see General Exclusions

What is not covered

**MIS** will not pay for the following:

1. any claim relating to any **illness** or **bodily injury** that happens gradually or is not caused by a specific or sudden accident.
2. Any claim relating to psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical **Bodily Injury** to an **insured person**.
3. Defending an **insured person's** legal rights, but **MIS** will cover defending a counter-claim.
4. Any claim relating to clinical negligence.
5. A claim where an **Insured Person** has failed to notify **MIS** of the **insured Incident** within a reasonable time of it happening and where this failure adversely affects the **reasonable prospects** of a claim or **MIS** consider their position has been prejudiced.
6. An incident or matter arising before the start of this cover.
7. **Costs and expenses** incurred before **MIS's** written acceptance of a claim.
8. Fines, penalties, compensation or damages that a court or other authority orders an **insured person** to pay.
9. Any legal action an **insured person** takes that **MIS** or the **appointed representative** have not agreed to, or where an **insured person** does anything that hinders **MIS** or the **appointed representative**.
10. A dispute with **MIS** not otherwise dealt with under section condition 7.
11. **Costs and expenses** arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.
12. Any **costs and expenses** that are incurred where the **appointed representative** handles the claim under a contingency fee arrangement.
13. A claim against insurers, insurers' agent, **MIS**, tour operator or travel agent.
14. Any claim where **you** are not represented by a law firm or barrister.

## Conditions applying to Policy Section 13

1.
  - a. On receiving a claim, if legal representation is necessary, **MIS** will appoint a **preferred law firm** as the **insured person's appointed representative** to deal with the **insured person's** claim. They will try to settle an **insured person's** claim by negotiation without having to go to court
  - b. If the appointed **preferred law firm** cannot negotiate settlement of the **insured person's** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then the **insured person** may choose a law firm to act as the **appointed representative**.
  - c. If the **insured person** chooses a law firm as their **appointed representative** who is not a **preferred law firm**, **MIS** will give the **insured person's** choice of law firm the opportunity to act on the same terms as a **preferred law firm**. However if they refuse to act on this basis, the most **MIS** will pay is the amount **MIS** would have paid if they had agreed to the **MIS Standard Terms of Appointment**. The amount **MIS** will pay a law firm (where acting as the appointed representative) is currently €120 per hour. This amount may vary from time to time.
  - d. The **appointed representative** must co-operate with **MIS** at all times and must keep **MIS** up to date with the progress of the claim.
2.
  - a. An **insured person** must co-operate fully with **MIS** and the **appointed representative**.
  - b. An **insured person** must give the **appointed representative** any instructions that **MIS** ask an **insured person** to.
3.
  - a. An **insured person** must tell **MIS** if anyone offers to settle a claim. An **insured person** must not negotiate or agree to a settlement without **MIS's** written consent.
  - b. If an **insured person** does not accept a reasonable offer to settle a claim, **MIS** may refuse to pay further **costs and expenses**.
  - c. **MIS** may decide to pay an **insured person** the reasonable value of the **insured person's** claim, instead of starting

- or continuing legal action. In these circumstances an **insured person** must allow **MIS** to take over and pursue or settle any claim. An **insured person** must also allow **MIS** to pursue at their own expense and for their own benefit, any claim for compensation against any other person and an **insured person** must give **MIS** all the information and help **MIS** need to do so.
4.
    - a. An **insured person** must instruct the **appointed representative** to have **costs and expenses** taxed, assessed or audited if **MIS** ask for this.
    - b. An **insured person** must take every step to recover **costs and expenses** and court attendance expenses that **MIS** have to pay and must pay **MIS** any amounts that are recovered.
  5. If the **appointed representative** refuses to continue acting for an **insured person** with good reason, or if an **insured person** dismisses the **appointed representative** without good reason, the cover **MIS** provide will end immediately, unless **MIS** agree to appoint another **appointed representative**.
  6. if an **insured person** settles or withdraws a claim without **MIS's** agreement, or does not give suitable instructions to the **appointed representative**, **MIS** can withdraw cover and will be entitled to reclaim from an **insured person** any **costs and expenses** **MIS** has paid.
  7. If there is a disagreement between the **insured person** and **MIS** about the handling of a claim and it is not resolved through **MIS's** internal complaints procedure the Insured person can contact the Financial Services and Pensions Ombudsman for help. This is a free arbitration service for eligible consumers, small businesses, charities and trusts. (Details available from [www.fspo.ie](http://www.fspo.ie)). If the dispute is not covered by the Financial Service and Pension Ombudsman there is a separate arbitration process. The arbitrator will be a barrister, solicitor or other suitably qualified person chosen jointly by the **insured person** and **MIS**. If there is a disagreement over the choice of

- arbitrator, **MIS** will ask the Bar Council of Ireland to decide. The arbitrator will decide who will pay the costs of the arbitration. For example, costs may be split between the **insured person** and **MIS** or may be paid by either you or **MIS**.
8. **MIS** may require an **insured person** to get, at the **insured person's** expense, an opinion from an expert that **MIS** considers appropriate on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by **MIS** and the cost agreed in writing between the **insured person** and **MIS**. Subject to this, **MIS** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that the **insured person** will recover damages (or obtain any other legal remedy that **MIS** have agreed to) or makes a successful defence.
  9. An **insured person** must:
    - a. keep to the terms and conditions of this section
    - b. take reasonable steps to avoid and prevent claims
    - c. take reasonable steps to avoid incurring unnecessary costs
    - d. send everything **MIS** asks for, in writing, and
    - e. report to **MIS** full and factual details of any claim as soon as possible and give **MIS** any information **MIS** need.
  10. **MIS** will, at **MIS's** discretion, void this section (make it invalid) from the date of claim, or alleged claim, and/or **MIS** will not pay the claim if:
    - a. a claim an **insured person** has made to obtain benefit under this policy is fraudulent or intentionally exaggerated, or
    - b. a false declaration or statement is made in support of a claim.
  11. Apart from **MIS**, an **insured person** is the only person who may enforce all or any part of this policy and the rights and interests arising from or connected with it. This means that section 62 of the Civil Liability Act 1961 does not apply to this section in relation to any third-party rights or interest.



12.If any claim covered under this section is also covered by another policy, or would have been covered if this section did not exist, **MIS** will only pay their share of the claim even if the other insurer refuses the claim.

13.This section is governed by the law that applies in the Republic of Ireland.

- Sensitive personal information such as criminal convictions, motoring offences and about your health (current state of health or existing conditions)

We may use your information to allow us to detect and prevent fraudulent applications and claims, for details relating to information held about you on the Claims Underwriting and Exchange Register and Motor Insurance Anti-Fraud and Theft Register please visit [www.insurancedatabases.co.uk](http://www.insurancedatabases.co.uk)

### **How your data is used and shared by Insurers and Databases in relation to insurance**

The data you provide will be used by us and shared with other insurers as well as certain statutory and other authorised bodies.

### **Security**

We are committed to protecting the confidentiality and security of the information that you provide to us and we put in place appropriate technical, physical and organisational security measures to protect against any unauthorised access or damage to, or disclosure of loss of your information.

### **Insurance Administration**

Your information may be used for the purposes of insurance administration by the insurer, its associated companies and agent and by re-insurers. It may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing the insurers compliance with regulatory rules/codes. Your information may also be used for offering renewal, research and statistical purposes and crime prevention. Information may also be shared with other insurers either directly or via those acting for the insurer, such as Investigators or Loss Adjusters.

### **Update your information, request to erase your data, subject access request**

If you wish to contact us regarding this notice you can contact us at: - Data Protection Officer, 14a Jocelyn Street, Dundalk, Co Louth, A91 XNY2. Telephone: 01 872 0179. Email [underwriting@misgroup.online](mailto:underwriting@misgroup.online) - Please put your request in the subject line.

### **Legal Advice**

You can use the helpline service to discuss any legal problem arising during the period of this policy. Simply telephone **+44 (0) 344770 1053** and quote **"Arch Insurance Travel Legal Expenses"**.

For our joint protection telephone calls may be recorded and/or monitored.

### **Data Protection MIS Underwriting**

#### **Who we are**

In this notice, 'we', 'us' and 'our' refers to MIS Underwriting Ltd. For full information concerning MIS Underwriting Ltd please visit [www.misunderwriting.com](http://www.misunderwriting.com) We may record and monitor telephone calls for training, regulatory compliance, quality evaluation and verifications of information provided and received.

### **Our approach to Privacy**

The privacy and security of your personal information is very important to us. We protect your information with security measures under the laws that apply. We keep our computers, files and buildings secure.

### **The information you provide MIS Underwriting Ltd**

We may receive personal information about you, when you contact MIS Underwriting Ltd for example by doing either of the following:

- Reporting an incident involving your Home
- Reporting an incident involving your Vehicle

This Information may include:

- Basic personal information such as your name, address, email address, telephone number, date of birth or age, gender and marital status, your car, your home, your household or your travel arrangements
- Information about your other policies, Claims history, Claims data

## How to find what information we hold about you

You have the right to request a copy of all the personal information we hold about you in a Subject access request or to have their data deleted (exemptions may apply), or to have any inaccurate or misleading data corrected or deleted, or to restrict the processing of personal data. To do this simply write to us at the address above or contact us via email.

## Complaints

You have the right to complain about how we treat your Personal Data and Sensitive Personal Data to the information commissioner's office (ICO). The ICO can be contacted at: <https://ico.org.uk/global/contact-us/>

We are only allowed to keep your information if we need it for the reasons outlined above. We will keep it in line with the industry, regulatory and contractual requirements.

## Section 14 - Cruise Cover

This section of the **policy** sets out the cover the **insurer** will provide to each **insured person** in total, per **insured trip** not exceeding the sums insured shown in the **policy schedule**, in respect of:

### A Missed Port Departure. Disruption of your scheduled travel itinerary due to the failure or delay of any pre-booked public transport

1. Reasonable additional accommodation (room only) and travel expenses up to €300 necessarily incurred in joining **your cruise** ship at the next docking port if **you** fail to arrive in time to board the ship on which **you** are booked to travel at the initial port of embarkation of **your Insured trip** as a result of:
  - a. breakdown of or accident directly involving the vehicle in which **you** are travelling; or
  - b. cancellation or curtailment of scheduled public transport due to adverse weather conditions, **Strike or Industrial action**, mechanical breakdown, or accident; or
  - c. closure of the motorway or road on which **you** are travelling in order to reach **your** port of embarkation due to a road traffic accident.

## Exclusions applying to Section 14

### A. What is not covered

1. **Travel delay** caused by **Strike or Industrial action** that started or had been announced or could have been known about before the purchase of this insurance or before **your Insured trip** was booked.
2. Any costs or expenses arising from a **catastrophe**.
3. Costs or charges for which the airline or the provider of transport or accommodation will compensate **you**.
4. Circumstances that could reasonably have been anticipated at the date the **policy** was purchased or renewed or the **insured trip** was booked.
5. The **policy excess** as shown in the **policy schedule**.

### B. Cabin Confinement

1. A benefit of €50 per day, up to a maximum of €300, for each full 24 hour period, after an initial confinement of a full and continuous 48 hours, that **you** are confined to **your** cabin by the ships medical officer due to medical reasons which are covered under Section 1 Emergency Medical and Repatriation Expenses.

## Exclusions applying to Section 14

### B. What is not covered

1. Claims where **you** have not provided written confirmation of **your** confinement from the ships medical officer and that it was medically necessary.

### C. Itinerary change

1. A benefit of €50 per port, up to a maximum of €300, for each missed port shown on **your cruise** itinerary in the event of cancellation of a scheduled port visit due to adverse weather or timetable restrictions.

### Exclusions applying to section 14

- C. What is not covered
1. Claims caused by **Strike or Industrial action** that started or had been announced or could have been known about before the purchase of this insurance or before **your insured trip** was booked.
  2. **Your** failure to attend the excursion as per **your** itinerary
  3. Claims arising when **your** ship cannot put people ashore due to a scheduled tender operation failure.

### D. Unused excursions

1. Up to €300 for the cost of pre-booked excursions which **you** were unable to use as a direct result of being confined to **your** cabin due to medical reasons covered under Section 1 Emergency Medical and Repatriation Expenses

### Exclusions applying to section 14

- D. What is not covered
1. Claims where **you** have not provided written confirmation of **your** confinement from the ships medical officer and that it was medically necessary.
  2. The **policy excess** as shown in the **policy schedule**.

### E. Cruise Interruption

1. Additional travel expenses up to €300 necessarily incurred to reach the next port in order to re-join **your cruise** ship, following **your** temporary illness covered under Section 1 Emergency Medical and Repatriation Expenses requiring hospital treatment on land.

### Exclusions applying to section 14

- E. What is not covered
1. Claims where **you** have not obtained written confirmation from the ships medical officer stating the reason for **your** transfer to a hospital on land.

2. Claims for additional travel or accommodation expenses where in the opinion of the doctor in attendance and **our** medical officer it is not medically advisable for **you** to re-join **your cruise**.
3. Claims where less than 25% or 2 days of the trip duration remains.
4. The **policy excess** as shown in the **policy schedule**.

### Additional conditions applying to Section 14.

Each **Insured Person** must:

1. Take all reasonable steps to complete the scheduled journey on time.
2. Check-in according to the itinerary provided by the **cruise** operator or other transport provider and obtain a signed statement or certificate from them confirming the period of delay or disruption.
3. Comply with minimum check-in and connecting times or if not published to allow 2 hours for international flights and 1 hour for domestic flights.
4. Allow sufficient time to reach any airport, station, port or terminus with reasonable expectation of meeting the scheduled check-in time.
5. Obtain written evidence from an appropriate authority if **you** miss **your** departure as a result of the vehicle in which **you** were travelling being unable to reach the departure point in time.
6. Prior to arranging any additional travel, contact **us** so that **we** can approve and assist **you** with any travel arrangements.

### Additional Exclusions applying to Section 14 what is not covered

1. Anything mentioned in the General Exclusions.

## Section 15 - Golf cover (optional)

This section only applies if the additional premium for Golf cover has been paid and golf cover is shown in the **policy schedule**.

This section provides cover up to a maximum of 17 days in total during the **policy period**.

A golfing incident leading to a valid claim will be covered under the **policy** however no cover for **golf equipment** will be provided under Section 7 Travel Delay or Section 8 **Personal effects** where a claim is made under this section. Please see below for details of **golf equipment** cover.

This part of the **policy** sets out the cover **we** provide to each **insured person** in total, per **insured trip** not exceeding the sum insured set out in **your policy schedule**. The additional cover is subject to the general policy conditions and exclusions.

### A. Loss of golf equipment

The value or repair of any of **your own golf equipment** (after making proper allowance for wear and tear and depreciation) or hired **golf equipment**, which is lost, stolen, damaged or destroyed during an **insured trip**. Limited to €300 per single item, pair or set.

### B. Hire of golf equipment (€90 per day up to €450)

The reasonable cost of hiring replacement **golf equipment** as a result of accidental loss, theft, damage or delay in transit by not less than 12 hours on the outward journey, of **your own golf equipment** during an **insured trip**.

## Exclusions applying to Section 15

### A&B What is not covered

1. The hire of items under B if **you** have already repaired or replaced the same items under A.
2. Loss or theft when **you** leave **your own or your hired golf equipment** unattended or otherwise fail to exercise reasonable care for its safety and supervision.
3. Losses not reported to the police or appropriate authority within 24 hours

of discovery and a written report obtained in the event of loss, burglary or theft of **your own or your hired golf equipment**.

4. **Your own or your hired golf equipment** stolen from:
  - a. an unattended vehicle unless it was in the rear boot or luggage area of the vehicle and is covered so as not to be visible from outside the vehicle, or items stored on a roof rack (unless the vehicle is parked within sight of **you**), and there is evidence of forcible and violent entry;
  - b. an unattended vehicle (other than motor caravans) left for any period between the hours of 8pm and 8am;
5. **Your own or your hired golf equipment** which is lost, damaged or delayed in transit, if **you** do not:
  - a. notify the carrier (i.e. airline, shipping company etc.) immediately and obtain a written carriers report (or property irregularity report, in the case of an airline) or,
  - b. follow up in writing within seven days to obtain a written carriers report (or property irregularity report in the case of an airline), if **you** are unable to obtain one immediately.
6. Hire charges once **your golf equipment** has been returned/ delivered to you.
7. Loss, destruction, damage or theft from confiscation or detention by customs or other officials or authorities.
8. Claims where **you** do not apply in a timely manner to the airline or carrier for compensation **you** are entitled to under EU Regulation No. 261/2004 "Air Passengers Rights".
9. The **policy excess** as shown in the **policy schedule**.
10. Anything mentioned in the general exclusions.

### C. Loss of green fees (€90 per day up to €450)

An amount per day for the unused portion of **your** green fee costs paid for or contracted to be paid for before **your insured trip** commenced, where **you** do not curtail the **insured trip**, but are certified by a **medical practitioner** as being unable to play golf and use the golf facilities because of serious injury or **illness** occurring during the **insured trip** and where there is confirmation that no refund is available for the unused green fees.

#### Exclusions applying to Section 15

##### C. What is not covered

1. Claims that are not confirmed as medically necessary by the **assistance company** and where a medical certificate has not been obtained from the attending **medical practitioner** abroad confirming that **you** are unable to golf and unable to use the golf facilities.
2. Anything mentioned under What is not covered of Section 1 – Medical emergency and repatriation expenses.
3. Anything mentioned in general exclusions.

##### D. Hole in one

A fixed benefit of €60 if **you** complete a hole in one stroke gross (i.e. exclusive of handicap) during any organised game on any golf course during an **insured trip**.

**Note** This benefit will only be payable once in any game.

#### Exclusions applying to Section 15

##### D. What is not covered

1. If **you** do not produce written confirmation from the secretary of the club, stating that the hole in one has been performed to the satisfaction of the club, together with the original score card fully completed and duly signed.
2. Anything mentioned in the general exclusions.

This section applies only if the additional premium for winter sports cover has been paid and “Winter sports cover” is shown on the **policy schedule**.

Where Annual Multi Trip Insurance is shown in **your policy schedule** Winter Sports cover is limited to a maximum duration of 21 days any one trip.

Cover is provided for all amateur non-hazardous winter sports. A winter sports incident leading to a valid claim will be covered under the **policy**. However, where a claim is made under this section no cover for **winter sports equipment** will be provided under the **personal effects** policy section and avalanche travel delay will not be covered under the policy sections 5, 6 and 7. Please see below for details of **winter sports equipment** cover.

This part of the **policy** sets out the additional cover **we** provide to each **insured person**, per **insured trip**, if **you** are participating in winter sports up to the sum insured set out in **your policy schedule** in total. The additional cover is subject to the general policy conditions and exclusions.

##### A. Up to €600 for the accidental loss, damage or theft of your winter sports equipment.

The value of items owned by **you** after consideration of wear and tear; or

##### B. Up to €600 for the accidental loss, damage or theft of hired winter sports equipment.

Loss of deposit or reasonable fees or costs of repair charged by the hiring agent.

##### C. Hire of Replacement Ski Equipment (€90 per day up to €450)

The reasonable cost of hiring replacement **winter sports equipment** as a result of accidental loss, theft, damage or delay in transit by not less than 12 hours on the outward journey, of **your own winter sports equipment** during an **insured trip**.

## Exclusions applying to Section 16

### A, B & C What is not covered

1. Items delayed or detained, confiscated by Customs or any other officials or public authorities.
2. Depreciation in value.
3. Any amounts that are paid under another policy or recoverable elsewhere.
4. For any loss or damage occurring:
  - a. due to normal wear and tear, superficial marks and scratches, dents or defacement of **winter sports equipment**
  - b. during cleaning, repairing or restoring•
  - c. to any items being shipped as freight or under a bill of lading•
  - d. to **winter sports equipment** whilst in the custody of an airline or other carrier unless a property irregularity report has been obtained.
5. The loss of unattended items left in a public place or unattended motor vehicles unless all equipment is kept out of sight in a locked glove or boot compartment and the vehicle shows signs of forced entry or from a secure area designated for the storage of ski equipment.
6. Losses not reported to the police or appropriate authority within 24 hours of discovery and a written police report obtained.
7. The loss or damage to items whilst in the custody of an airline or other carrier unless a property irregularity report has been obtained.
8. The **policy excess** as shown in the **policy schedule**.
9. Any specific exclusions applying to winter sports cover.

### D. Compensation for the costs of the Ski Pack if you are prevented from skiing for more than 48 hours following your accidental injury, bodily injury or illness sustained during your insured trip

The proportional amounts of irrecoverable charges **you** have paid or are contracted to pay up to €900 in respect of:

1. winter sports lessons•
2. hired **winter sports equipment**
3. winter sports lift-pass.

## Exclusions applying to Section 16

### D. What is not covered

1. Claims that are not confirmed as medically necessary by the **assistance company** and where a medical certificate has not been obtained from the attending **medical practitioner** abroad confirming that **you** are unable to participate in winter sports activities and unable to use the winter sports facilities.
2. Anything mentioned under What is not covered of Section 1 - Medical emergency and repatriation expenses.
3. Intentional self-injury.
4. Any **pre-existing medical conditions** or injury.
5. The influence of intoxicating liquor or of a drug or drugs (unless prescribed by a **medical practitioner**) but excluding those prescribed in the treatment of any addiction or substance or solvent abuse, venereal disease or psychological or psychiatric disorder, anxiety, stress or depression.
6. Any other **hazardous activities and sports** considered by **us** to be hazardous (see specific exclusions list on page 42).
7. The **policy excess** as shown in the **policy schedule**.
8. Any specific exclusions applying to winter sports cover.

### E. Compensation for the costs of your Ski Pack if you are prevented from skiing for more than 48 hours following adverse snow conditions or avalanche which result in the total closure of all skiing facilities.

The proportional amounts of irrecoverable prepaid charges **you** have paid or are contracted to pay in respect of unused:

1. winter sports lessons.
2. hired **winter sports equipment**.
3. winter sports lift-pass.

In addition

4. a daily sum of €24 per day up to €360 covering the transport costs of transferring **you** to an alternative resort where there are adequate snow conditions, or
5. if it is not possible to arrange transport to an alternative resort with adequate snow conditions, compensation of €24 per day up to €360 for each complete day **you** are unable to undertake **your** winter sport activities.

### Exclusions applying to Section 16

#### E. What is not covered

1. Policies purchased within 14 days of departure unless the winter sport holiday was booked at the same time.
2. Any specific exclusions applying to winter sports cover.

#### F. Travel delay due to Avalanche up to €120

Additional travel and accommodation expenses necessarily incurred in the event that the outward journey or return journey is delayed beyond the scheduled arrival/ departure time as a direct consequence of avalanche, subject to a delay of not less than 12 hours having occurred.

### Exclusions applying to Section 16

#### F. What is not covered

1. Policies purchased within 14 days of departure unless the winter sport holiday was booked at the same time.
2. Any specific exclusions applying to winter sports cover.

### Additional conditions applying to Section 16

- a. Cover relating to piste closure will only apply:
  - i. while there are poor snow conditions or avalanche risks at **your** resort during winter sports holidays in the Northern Hemisphere commencing on or after the **1st January** and ending before **16th April** and in the Southern Hemisphere

commencing on or after the **1st July** and ending before **16th October**. **You** must obtain written confirmation from the appropriate authority to confirm that pistes were closed and that it was not possible to travel to another resort•

- ii. if the resort area booked by **you** has skiing facilities situated above 1600 meters from surface ground
- iii. if **you** are not compensated from any other source.

- b. Original purchase receipts will be required for items of ski equipment where these are less than one year old.
- c. **You** will supply at **your** own expense a detailed explanation regarding any claim arising under this **policy** section including, where deemed necessary by **us**, any corroboration from the relevant authorities.

### Specific Exclusions applying to Section 16 What is not covered

These exclusions apply to all sections of winter sports cover. **You** should always read the general exclusions which apply to all sections of the **policy**.

- Hazardous winter sport activities excluded as mentioned on page 42 in the excluded winter sports list.
- Any **policy excess** that applies. Please refer to the **policy schedule**.

## Covered leisure activities

Whilst the leisure activities listed below are themselves covered by the **policy**, for some there is no cover for personal accident or personal liability, please contact **your agent** to ensure **you** are covered as the leisure activities may be subject to an additional premium.

Activity	Personal accident and personal liability covered
Abseiling	No
Amateur athletics	Yes
Angling	Yes
Archaeological digging	Yes
Archery	Yes
Badminton	Yes
Banana boating	No
Baseball	Yes
Basketball	Yes
Body boarding	No
Bowls / Ten pin bowling	Yes
Bungee jumps (three jumps)	Yes
Camel or elephant riding or trekking	No
Camping	Yes
Canoeing - Inland Waters only	Yes
Clay-pigeon shooting	No
Conservation or charity work (educational and environmental - working with hand tools only)	No
Cricket	Yes
Croquet	Yes
Cycle touring	No
Cycling	Yes
Dune and wadi bashing	No
Falconry	No
Fencing	Yes
Football	No
Go-karting	No
Golf	Yes
Gymnastics	Yes
Hand ball	Yes
Hiking (under 2,000 metres altitude)	Yes
Hiking (over 2,000 metres but under 6,000 metres altitude)	No
Hockey	No
Horse riding (not polo, hunting, jumping)	No
Hot-air ballooning	No
Husky sledge driving	Yes
Jet boating / Jet skiing	No
Jogging	Yes
Judo	No
Kayaking (up to Grade 3)	No



Activity	Personal accident and personal liability covered
Kite surfing (over water)	No
Lacrosse	Yes
Marathons	Yes
Motorcycling (under 50cc - not racing)	No
Mountain biking (not including downhill racing and extreme terrain)	Yes
Mud buggying	No
Netball	Yes
Orienteering	Yes
Paintballing (wearing eye protection)	No
Parascending (over water)	No
Passenger (in private or small aircraft or helicopter)	No
Pony trekking	Yes
Quad biking	No
Rambling	Yes
Racquetball	Yes
Roller blading (in-line skating and skate boarding)	Yes
Rounders	Yes
Rowing	No
Running (sprint and long distance)	Yes
Safari	Yes
Sand boarding	Yes
Scuba diving (unqualified) - maximum depth 9 metres and/or for less than 14 days per trip	Yes
Scuba diving (qualified)* - maximum depth 30 metres and/or for less than 14 days per trip	Yes
Sea kayaking	No
Sleigh rides (part of a Christmas experience trip to northern Europe)	Yes
Snorkeling	Yes
Softball	Yes
Squash	Yes
Surfing	Yes
Swimming	Yes
Target rifle shooting	No
Tennis / Table tennis	Yes
Trampolining	Yes
Trekking (over 2,000 metres but under 6,000 metres altitude)	No
Trekking (under 2,000 metres altitude)	Yes
Triathlons	Yes
Volleyball	Yes
Wake boarding	Yes
Water polo	Yes
Water skiing	Yes
White or black water rafting (Grades 1 - 4)	Yes
Windsurfing and yachting (racing and crewing) inside territorial waters	No

## Excluded hazardous activities and sports

This **policy** does not provide cover for any of the **hazardous activities and sports** listed below.

Activity	Excluded winter sports activities include the following
American football	Bobsleighting
Assault course	Freestyle skiing
Battle re-enactment	Heli-skiing
Breathing observation bubble diving	Ice hockey
Canyoning	Luging
Cliff Diving	
Coasteering	Off-piste skiing
Flying (piloting private or small aircraft or helicopter)	Off-piste snowboarding (with a leash)
Glacier Walking	
Gliding	Recreational racing
Gorge walking	Skeletons
Hang-gliding	Ski acrobatics
High diving - 10 metres or over	Ski racing or training
Horse jumping, polo and hunting	Ski stunting
Kite surfing (over land)	Snow mobiling
Martial arts	Tobogganing
Micro lighting	
Motorcycling (over 50cc)	
Mountain biking (downhill racing and extreme terrain)	
Mountain boarding	
Ostrich riding or racing	
Parachuting	
Paragliding	
Parapenting	
Parasailing	
Parascending (over land or snow)	
Rock climbing or mountaineering	
Rock scrambling	
Rugby	
Sand yachting	
Scuba diving (unqualified) - below 9 metres depth	
Scuba diving (qualified)* - below 30 metres depth	
Sea canoeing	
Shark diving	
Sky diving	
Tall-ship crewing	
Via ferrata	
White or black water rafting (grades 5 to 6)	
Zorbing	

### \*Scuba diving

Qualified divers, diving with a dive-buddy and in accordance with the guidelines of the relevant diving organisation will be covered as follows:

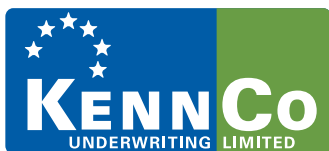
<b>Qualification</b>	<b>Maximum depth</b>
PADI Open Water	18 metres
PADI Advanced Open Water	30 metres
BSAC Ocean Diver	20 metres
BSAC Sports Diver	30 metres
BSAC Dive Leader	30 metres

Other qualifications may be accepted but must be declared to **us** prior to travel.

If **you** do not hold a diving qualification, **we** will only cover **you** to dive to a maximum depth of 9 metres when accompanied by and under the direction of a qualified diving instructor as part of an accredited course.

**You** will not be covered under this **Policy** if **you** travel by air within 24 hours after participating in a scuba dive.

**Arranged by**



Company registered no. 0454673.

Registered office: Suites 5-7, Grange Road Office Park, Grange Road, Rathfarnham, D16

**T** 01 4994600 **F** 01 4954627 **E** [travel@kennco.ie](mailto:travel@kennco.ie)