



## TERMS AND CONDITIONS

### PRE-EXISTING MEDICAL CONDITIONS

This Insurance does not provide cover for:

- (i) any disease, illness or injury for which you or any person to be insured have received medication, advice or treatment or have experienced symptoms whether the condition is diagnosed or not.
- (ii) arising from the 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 are aware of the medical condition at the time the policy is issued, renewed or extended or a trip is booked.

### CONDITIONS RELATING TO THIS APPLICATION

- (i) You are **not** eligible for this insurance if:
  - You are travelling overseas at the time of application.
  - You are planning to undertake manual work or take part in any hazardous activities and/or sports i.e. involving an increased risk of serious injury or increased likelihood of a claim.
  - You have ever been refused insurance cover or had an insurance policy cancelled or renewal of an existing policy declined.
  - You are travelling or planning to travel against medical advice or with the intention of obtaining medical treatment abroad?
  - You are waiting for tests or test results for any undiagnosed condition(s).
  - You have been treated for alcohol or drug addiction in the last 5 years.
  - You have made or attempted to make three or more travel insurance claims in the past five years.
  - You have any unspent convictions for fraud, theft or malicious damage.
  - You are aware of any circumstances likely to give rise to a claim under this policy.
- (ii) This insurance available to Republic of Ireland residents only.
- (iii) Any person aged 71 years or over at the start of the policy period is not covered for Annual Multi Trip Insurance. Persons aged 71 years or over are eligible for Single Trip Insurance only. There is no cover for any person aged 80 years and over at the start of the policy period.
- (iv) Family cover includes 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, 23.
- (v) Children are only covered when travelling with the proposer or the proposer's husband, wife or partner (other than dependent children aged 17 years and under who can travel independently of their parents provided the trip does not exceed 21 days duration).
- (vi) There is no cover for claims related directly or indirectly to your pre-existing medical conditions or the pre-existing medical conditions 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 the policy is issued, renewed or extended or your trip is booked.
- (vii) There is no cover under this insurance for travel involving manual work. Business trips of a non-manual nature are covered.

### 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. Email: [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@fspoi.ie](mailto:info@fspoi.ie) Website: [www.fspoi.ie](http://www.fspoi.ie)

In addition, if you purchased your insurance 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 Place, 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.

### **RIGHT TO CANCEL**

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 this policy, or
  - a claim has been made, or
  - an insured trip has started,
- then you will not be entitled to any premium refund.

## **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 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.

### **IMPORTANT NOTICE DUTY OF DISCLOSURE**

YOU are entering a LEGAL CONTRACT with an insurance company.

YOU are obliged to *answer or confirm all our questions honestly and disclose or confirm all information* as set out in the Statement of Fact. If YOU have any questions, then we are here to answer them fairly. We would like to ensure that ALL claims are paid for YOU, but remember this is only possible when ALL the Facts are disclosed at the outset.

#### **Such items include:**

ACCURATE DETAILS OF ALL PERSONS NAMED ON THE SCHEDULE

Accurate details of all persons to be named on the Policy must be provided. This includes their ages.

## **Consumer Distance Sales Information**

### **Your Insurer**

**Sections 1-12, 14-16**

**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**

This insurance is administered 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.

**Cooling-off Period – right of Withdrawal**

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 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.

**Main Characteristics of the Policy**

The main characteristics of your (the consumer's) insurance Policy is, as explained to you and as set out in your Policy Terms and Conditions which you have been given and which is available on request from KennCo.

**Period of Insurance**

Subject to cancellation, the period of insurance in respect of any Policy held with KennCo will be the period specified by KennCo as such in the Policy Schedule and/or Renewal Notice.