

# Annual Multi-Trip Travel Insurance Certificate

Claims: 003531 4998399

24 Hour Medical Emergency Service:  
0044 1243 621 573

Claim Correspondence Address:

KennCo Underwriting Ltd.  
Travel Claims Department  
Suite 7, Grange Road Office Park,  
Grange Road,  
Rathfarnham,  
Dublin 16  
Ireland



## 24 HOUR MEDICAL EMERGENCY SERVICE

In the event of a medical emergency, immediate access is available to the 24 Hour multi-lingual emergency medical assistance company. Your call will be answered by an experienced co-ordinator who will provide advice and assistance. Refer to **the Schedule** for contact details.

## CLAIMS SERVICE

All claims and correspondence relating to this Insurance should be addressed to the Authorised Loss Adjuster stated in **the Schedule** as soon as possible of any occurrence likely to result in a claim and in any event within 30 days of completion of the **Covered Trip**.

This is an important document which should be retained with **the Schedule** which it forms part. No further Insurance Certificate booklets will be issued at future renewals, unless there are material changes.

Request for duplicates will be chargeable.

It is important to disclose all or any pre-existing conditions (defined in Exclusion 2, Section A) before purchasing this Insurance, as failure to do so can invalidate all cover under this Certificate. It is important to note that Pre-existing Medical Conditions will not be covered under this insurance.

## Annual Multi-Trip Travel Insurance


**THIS DOCUMENT CONTAINS THE TERMS AND CONDITIONS OF THE TRAVEL INSURANCE CONTRACT. THIS DOCUMENT MUST BE READ IN CONJUNCTION WITH THE ATTACHED SCHEDULE OF COMPENSATION.**

This is to certify that in accordance with the authorisation granted under contract B0518S091502 issued to the undersigned by certain Underwriters at Lloyd's and authorised Insurers whose definitive numbers and/or proportions written by them (which will be supplied upon application) can be ascertained by reference to the contract, hereby agree to compensate or indemnify any Insured Person named in **the Schedule** according to the Table of Benefits, each Insured Person being deemed (except where otherwise stated) a separate insurance for the purposes of said terms, conditions, limitations, exclusions and declaration. Underwriters are hereby bound severally and not jointly, each for his own part and not for one another, their Heirs, Executors and Administrators.

Payment shall only be made under any Section of this Insurance following the occurrence of an insured contingency resulting in loss, damage, injury or illness sustained by, or a claim made against **you** arising out of, or in the course of a **Covered Trip** subject to the terms, conditions, limitations and exclusions contained herein or endorsed hereon.

The parties to the Insurance are **you** and **us** and any person or company who is not a party to this Insurance has no right under the Contract (Rights of Third Parties) Act 1999 or Irish equivalent. This does not affect any right or remedy of a third party that exists or is available apart from that Act.

This Policy is underwritten by certain Underwriters at Lloyd's and authorised Insurers in accordance with Section 94 of the Insurance Act 1936.



**Mike Bottle, Managing Director,  
Axiom Underwriting**

for and on behalf of Kiln Syndicate 510, Atrium  
Syndicate 570, Sirius International Ins. Corp (Publ) UK  
Branch, HCC International Insurance Company Plc &  
W.R. Berkley Insurance (Europe) Ltd

Axiom Underwriting Agency Limited: Registered Address:  
First Floor, Orchard House, Westerhill Road, Coxheath, Maidstone, ME17 4DH  
Registered in England and Wales No. 05547227  
Authorised and regulated by the Financial Services Authority  
(FSA number 441460)  
Binder No. B0518S091502

# Important Notes

## RIGHT TO CANCEL

You will for a period of 14 days from the date you receive your documentation, have a right to cancel this insurance and receive a refund. This refund will be subject to a charge for the period of cover you have received, plus our reasonable administration charges.

To exercise your right to cancel you must contact your broker.

## RECIPROCAL HEALTH AGREEMENT

If you are travelling within the European Union you are strongly advised to obtain a European Health Insurance Card (EHIC) before you leave. This will entitle you to benefit from the reciprocal health arrangements which exist between European Union countries. In the event of us accepting liability for a medical expense claim which has been reduced by the use of a EHIC we will not apply an excess to your claim.

## EXCESS

Under most Sections of this Insurance, claims will be subject to an excess. This means that you will be responsible for paying part of your claim. The amount you have to pay is the excess.

## RECREATIONAL ACTIVITIES

The Insurance may not cover you when you take part in certain sports or activities where there is a high risk of injury. You must check that the Insurance covers your requirements.

## ACTIVITIES AUTOMATICALLY COVERED

This insurance provides automatic cover for the following activities during a Covered Trip provided that you are not participating in competitions and/or sports tours:

Aerial Safari (chartered aviation or hot air balloon and organised excursion), Angling, Badminton, Baseball, Basketball, Bowls, Cricket, Croquet, Cycling (exc. racing mountain biking), Handball, Hill Walking (not involving ropes/guides), Jogging, Motor cycling (up to 50cc), Orienteering, Pony trekking, Rafting/canoeing(including white water rafting up to grade 3), Rambling, Roller skating, Rounders, Rowing (excludes competitions), Shooting (excluding competitions and big game hunting), Snorkelling/skin diving, Softball, Squash, Surfing, Swimming, Table tennis, Ten pin bowling, Tennis, Trekking, Tug of war, Volleyball, Water polo, Water skiing (excluding jumping), Yachting, boating or windsurfing in inland or coastal waters (12mile limit)

No other sports or activities will be covered unless specifically agreed by us and the Schedule endorsed accordingly.

## Recreational Activities Extension

*(only if stated in the Schedule as being included)*

In consideration of an additional premium, which has been included in the premium stated in the Schedule, this

Insurance is extended to cover you whilst engaged in any **Recreational Activities**, as defined, whilst on a **Covered Trip**.

## DEFINITION

**Recreational Activities** shall include abseiling, American football, fencing, football (excluding tours), go-karting (excluding racing), gymnastics, hockey (excluding tours), horse riding (excluding jumping/competitions/hunting), Jet Skiing (Excluding third party liability), judo, lacrosse, martial arts, mountain biking (excluding stunts or racing) netball, parascending, rafting/canoeing including white water rafting up to Grade 5, rugby (excluding tours), safari (but only an organised excursion with a tour operator), weight lifting and wrestling but only as specifically stated in the **Schedule** as being included.

All other terms, conditions and limitations remain unchanged.

## Scuba Diving Extension

*(only if stated in the Schedule as being included)*

In consideration of the additional premium, which has been included in the premium stated in the **Schedule**, this Insurance is extended to cover you whilst engaged in scuba diving on a **Covered Trip**.

## ADDITIONAL CONDITIONS

It is a condition precedent to our liability under this Extension that you shall not:

- i) engage in any form of flying within 24 hours of diving;
- ii) dive to a depth greater than 30 metres.

## ADDITIONAL EXCLUSIONS

This Extension shall not apply:

A) if you are scuba diving:

- i) whilst unaccompanied by a fellow certified scuba diver;
- ii) against the advice or warning of a qualified dive master, instructor or other appropriate authority.

B) to any loss of and/or damage to any scuba diving equipment/clothing belonging to or hired by you during the course of a **Covered Trip**.

All other terms, conditions and limitations remain unchanged.

## Winter Sports Extension

*(only if stated in the Schedule as being included)*

In consideration of the additional premium, which has been included in the premium stated in the **Schedule**, this Insurance is extended to cover you whilst engaged in **Winter Sports** (as defined) on a **Covered Trip**, but only in accordance with the following amendments to **Sections B, E and F**:-

## DEFINITION

**Winter Sports** shall mean dry-slope skiing; alpine skiing; glacier skiing; snow skiing; snow boarding; langlauf or Nordic skiing; bobsleighing; luge; mono-skiing; skibobbing / ski doo; ice skating; ice hockey; curling and tobogganing, and shall

include such activities being undertaken off piste, provided such activity is not undertaken alone and/or against local authoritative warning or advice.

No other winter sports will be covered unless specifically agreed by us and endorsed on the Schedule.

**Section B** is extended to indemnify you in respect of all irrecoverable deposits, advance payments and other charges paid or due to be paid by you to engage in **Winter Sports** whilst on a **Covered Trip**, such deposits, payments and other charges being only in respect of **Winter Sports** instruction, equipment hired or ski passes, up to a maximum Sum Insured of €953 per person, if a **Covered Trip** is cancelled or curtailed due to a cause covered under i) - v) of **Section B**.

In respect of this Extension, the following **Conditions** shall be added to **Section B**:

**Condition 1.** You shall provide us with written confirmation by a registered qualified medical practitioner that you are unable to take part in **Winter Sports** by reason of accidental bodily injury or illness.

**Condition 2.** It is a condition precedent to our liability in respect of unused lessons, equipment hire or ski passes that:

a) you shall have applied to the local service provider for a refund or for evidence of their refusal to refund.

b) We are supplied with the unused ski passes and/or documented refusal of refund by the said service provider.

In addition to the Exclusions applicable to **Section B**, the following Exclusion shall apply:-

We shall not be liable for claims:

a) for irrecoverable charges for the first 2 days cancellation of lessons, the loss of use of equipment hired or ski passes;

b) solely due to adverse weather conditions of any kind.

**Section E** is extended to cover accidental loss of or damage (other than damage whilst in use) to equipment, including but not limited to skis, ski-bindings or ski-boots, owned by you, up to a maximum sum of €381 per person in respect of such equipment which is less than 5 years old, or up to a maximum sum of €64 per person for equipment more than 5 years old.

The following **Condition** is added to **Section E**:

You shall at your own expense transport damaged skis or ski equipment back to your home address in the Republic of Ireland, so that it is available for our inspection or by our appointed representative.

**Section F** is extended to cover accidental loss of ski passes, up to a maximum Sum Insured of €127 per person.

All other terms, conditions and limitations remain unchanged.

## Golf Cover Extension

*(only if stated in the Schedule as being included)*

In consideration of an additional premium, which has been included in the premium stated in the **Schedule**, **Sections B** and **E** of this Insurance are extended to provide the following cover:

	Section	Max Benefit	Excess
(i)	Golf Equipment	Up to €1,500	€100
	(any single item, pair or set)	€500	
(i)	Golf Equipment Hire	€50 per day up to €500	n/a
(iii)	Non-refundable Golfing Fees	€120 per day up to €500	n/a

### Definitions

Golf Equipment shall mean golf clubs, golf bag, non-motorised golf trolley and golf shoes

**Section E** is extended to indemnify you in respect of the following:

#### (i) GOLF EQUIPMENT

In the event of accidental loss, theft of or damage to **golf equipment** owned by you whilst on a **Covered Trip**, we shall indemnify you in respect of such loss or damage up to €1,500.

### Exclusions

In addition to the Exclusions applicable to **Section E** we shall not be liable for:

- the first €100 of each and every loss
- more than €500 in respect of any single item of property, a pair or set of articles being deemed a single item.
- more than €70 per single item, up to a maximum of €280 in total for any one claim, if you are unable to provide the original receipt, proof of purchase or an insurance valuation which was obtained prior to the loss .
- damage to, or loss or theft of **golf equipment** which is over five years old
- claims for loss, theft or damage to **golf equipment** whilst being shipped as freight or under a Bill of Lading
- damage to, or loss or theft of **golf equipment**, which is being carried on a vehicle roof rack
- damage to, or loss or theft of **golf equipment**, if it has been left:
  - a) unattended in a place to which the public have access; or
  - b) left in an unattended motor vehicle; or
  - c) in the custody of a person who does not have an official responsibility for the safekeeping of the property; or
- any claim for damage to **golf equipment** whilst in use.

Section E is extended to indemnify **you** in respect of the following:

#### (ii) GOLF EQUIPMENT HIRE

In the event that **golf equipment** owned by **you** is

- lost, stolen or damaged; or
- misdirected or delayed in transit by more than 12 hours

**we** will pay for the cost of hiring **you** the necessary **golf equipment**, up to €50 for each 24 hour period **you** are without **your own golf equipment**, subject to a maximum of €500 in all.

#### Exclusions

In addition to the Exclusions applicable to Section E **we** shall not be liable for claims following damage to, or loss or theft of **golf equipment**:

- whilst in use
- whilst being shipped as freight or under a Bill of Lading
- which is being carried on a vehicle roof rack
- if it has been left:
  - a) unattended in a place to which the public have access; or
  - b) left in an unattended motor vehicle; or
  - a) in the custody of a person who does not have an official responsibility for the safekeeping of the property.

Section B is extended to indemnify **you** in respect of the following:

#### (iii) NON-REFUNDABLE GOLFING FEES

**We** will pay up to €500 in respect of any non refundable pre-paid green fees, **golf equipment** hire fees or tuition hire fees which are not used due to **you** sustaining accidental bodily injury or falling ill or the loss or theft of documentation which prevents **you** from participating in the pre-paid golfing activity.

#### Exclusions

In addition to the Exclusions applicable to Section B

- claims arising from a medical condition which is not substantiated by a report from the treating doctor confirming **your** inability to play golf.
- any claim for loss or theft of **your** documents if **you** have not notified the police within 24 hours of its discovery and obtained a written report, which includes the crime reference number
- any claim, if the loss or theft of **your** documents occurs during a journey or whilst in the custody of an airline or other carrier, and **you** have not notified the carrier or their handling agent of the incident and obtained an official report or a Property Irregularity Report (PIR)

All other terms, conditions and limitations remain unchanged.

## Definitions

**we/us/our** - means Axiom Underwriting on behalf of Kiln Syndicate 510, Atrium Syndicate 570, Sirius International Ins. Corp (Publ) UK Branch, HCC International Insurance Company Plc & W.R. Berkley Insurance (Europe) Ltd.

**you** - means The Insured Person/Persons named in the **Schedule**.

**The Schedule** - means details of the Insured Person and insurance protection provided which forms part of this document of insurance. This document must be read in conjunction with the **Schedule**.

**Proposal Form or Statement of Fact** - means the proposal/application form for insurance and declaration completed by **you** or on your behalf or a statement of fact upon which **we** have relied in entering into this contract. If there is any alteration to the facts shown in this form/statement **you** should tell your Insurance advisor.

**Covered Trip** - shall mean a trip of up to 60 days duration which commences or is scheduled to commence during the period of Insurance and within the Geographical Limits specified in the **Schedule**. Such trip shall be deemed to commence from the time **you** leave your home or place of business in the Republic of Ireland, whichever the later, and shall end at the time **you** return to your home or place of business in the Republic of Ireland, whichever shall be the earlier. Trips undertaken wholly within the Republic of Ireland will only be covered where there is a minimum of two nights pre-booked accommodation.

*A trip which exceeds 60 days duration shall NOT be deemed a Covered Trip, unless you have paid for and received an endorsement from us noting our agreement to extend such trip.*

*For the purposes of cover under Section B Cancellation and Curtailment, cover is deemed to be effective from the inception date of this Insurance or the date the Covered Trip is booked, whichever is the later.*

*In the event of you receiving a terminal prognosis, all cover under this Insurance shall cease in respect of any future trip with the exception of the cancellation cover provided under Section B.*

**Family Cover** - shall mean **you**, your husband, wife or **Partner** plus all your unmarried dependant children aged under 19 years at the inception of this Insurance (or under 23 if in full time education) all permanently residing at the same address in the Republic of Ireland.

Unless cover has been specifically agreed in advance by **us** and endorsed accordingly in the **Schedule**, unmarried dependent children are only covered when travelling with **you** or your husband, wife or **Partner**.

# Terms and Conditions

However unmarried dependent children aged 17 years and under can travel independently of a parent provided the **Covered Trip** does not exceed 30 days.

**Immediate Relative** - shall mean husband, wife, **Partner**, parent, parent-in-law, son or daughter, brother or sister or grandparents.

**Partner** - shall mean the person with whom **you** live at the same address on a permanent basis and with whom **you** have a domestic relationship.

**Hi-jack** - shall mean the unlawful seizure or wrongful exercise of control of the aircraft or other conveyance of the crew thereof in which **you** are travelling as a passenger.

**Jewellery and Valuables** - shall mean items of gold, silver or other precious metals, jewellery and semi-precious or precious stones, furs, curios, works of art, photographic equipment, video equipment, mobile phones and computer equipment.

## Section A: Medical & Emergency Expenses

This Section reimburses **you** in respect of reasonable expenses necessarily incurred for medical, surgical, diagnostic or remedial treatment as a result of **you** falling ill or sustaining accidental bodily injury in the course of a **Covered Trip**, up to the amount of the Sum Insured stated in the Table of Benefits:

i) the use of the emergency medical assistance service available on a 24 hour basis in the event of a serious medical emergency during the **Covered Trip** outside the Republic of Ireland involving **you** which may entail evacuation and/or repatriation to the Republic of Ireland or treatment abroad as a hospital in-patient;

The emergency assistance service can include, where necessary,

- a) making guarantees for the payment of hospital or doctor's fees, when appropriate
- b) giving multi lingual assistance
- c) arranging repatriation to the Republic of Ireland by air ambulance or scheduled air service and necessary escort by medical attendant
- d) making travel arrangements for other members of the party or next of kin
- e) on arrival in the Republic of Ireland organising an ambulance service to hospital or home.

In the event of a serious medical emergency, **you** must contact the emergency medical assistance service stated on **the Schedule** who will solely be responsible for all decisions on the most suitable, practical and reasonable solutions to any problem. Do not attempt to find your own solution and then expect **us** to reimburse **you** without prior authorisation from the emergency medical assistance service.

ii) those for reasonable travel, accommodation and repatriation necessarily incurred in respect of **you** by your relative, friend, business associate or colleague who on medical advice is required to travel to, remain with or escort **you**;

iii) in the case of your death, either expenses incurred up to a maximum of €5,000 in all to transport the body or ashes to your home in the Republic of Ireland or funeral expenses incurred outside of the Republic of Ireland up to a maximum of €5,000 in all;

iv) reasonable additional expenses necessarily incurred as a result of the sudden death, serious injury or serious illness of your **Immediate Relative**, close business colleague or fiancé(e) in the **Republic of Ireland**;

v) reasonable additional expenses necessarily incurred as a result of the death, serious injury or serious illness of an accompanying Insured Person or the repatriation of such person consequent upon the death, serious injury or serious illness of your **Immediate Relative**, fiancé(e) or close business colleague;

vi) those for dental treatment but only for the emergency relief of pain to sound and natural teeth, up to a maximum of €1,300 in all;

vii) those for emergency optical treatment but only in respect of a condition resulting from accidental bodily injury sustained, or illness first manifesting itself, during the **Covered Trip**;

viii) in-patient hospital expenses, but limited to €26 per day for each complete 24 hour period spent by **you** in hospital as an in-patient, outside the Republic of Ireland, if **you** fall ill or sustain accidental bodily injury, up to a maximum of €1,300 in all.

## EXCLUSIONS

We shall not be liable for:

1. the **Excess** as shown in your **Schedule**.
2. expenses arising from any pre-existing defect, infirmity or condition for which **you** are receiving regular medical treatment, advice or consultation at the time of effecting this Insurance or at the commencement of the **Covered Trip**, whichever is the later;
3. expenses incurred in the Republic of Ireland, or as a continuation of treatment already received outside the Republic of Ireland on a **Covered Trip**;
4. expenses arising from childbirth, pregnancy or any medical complications resulting therefrom within 2 (two) calendar months of the expected date of delivery;
5. expenses incurred more than 12 calendar months after completion of a **Covered Trip**;
6. expenses arising from the treatment of alcoholism, alcohol abuse, drug abuse or from taking drugs not prescribed by a registered qualified medical practitioner. Expenses arising from taking drugs prescribed for the treatment of drug abuse or drug dependency are also excluded.

## Section B: Cancellation And Curtailment

We shall indemnify **you** in respect of all irrecoverable deposits, advance payments and other charges paid or due to be paid for travel and/or accommodation up to the Sum Insured stated in the Table of Benefits, in the event of your **Covered Trip** being necessarily cancelled or curtailed due to:

i) your death, accidental bodily injury or illness or the death, accidental bodily injury or illness of your **Immediate Relative**, fiancé(e) or close business colleague.

ii) the death, accidental bodily injury or sickness of any person with whom **you** had arranged to travel, reside or conduct business, or of the **Immediate Relative**, fiancé(e) or close business colleague of such person.

iii) **you** or any person with whom **you** had arranged to travel, reside or conduct business being:

- a) quarantined or called for witness or jury service
- b) made redundant (provided that such redundancy qualifies for payment under the Redundancy Payments Act or Irish equivalent
- c) called for emergency duty as a member of the armed forces, the defence of civil administration, the police force or the fire, rescue, public utility or medical services
- d) required to be present at their home or place of business in the Republic of Ireland following burglary or major damage.

iv) the cancellation of scheduled or chartered transport services (including connecting publicly licensed transportation) caused by accident, strike, industrial action, **Hi-jack**, criminal act, bomb scare, riot, civil commotion, fire, flood, earthquake, landslide, avalanche, adverse weather conditions or mechanical breakdown, provided that the event giving rise to such cancellation occurs, or is only announced, after this Insurance is effected or the **Covered Trip** is booked, whichever the later.

v) major damage rendering uninhabitable the accommodation in which **you** had previously booked to reside during a **Covered Trip**.

This Section also covers reasonable additional travel and accommodation expenses up to a maximum of €635 incurred in reaching your scheduled destination in the event that **you** miss your pre-booked international flight, rail journey, coach journey or voyage at the commencement of your booked journey from or to the Republic of Ireland due to:

- (i) the car in which **you** are travelling being involved in an accident or suffering mechanical breakdown, or
- (ii) the publicly licensed passenger transport in which **you** are travelling failing to arrive on schedule.

## CONDITIONS & LIMITATIONS

**You** must obtain:

- (i) a repairers report from a motoring organisation or garage and written evidence that the car used for travel is roadworthy and properly maintained or,
- (ii) written confirmation from the public transport operators or their agents of the length of and reason for, the delay.

## EXTENSION OF COVER

For the purpose of Cancellation, Covered Trip shall be deemed to include trips booked during the period of Insurance which take place after (up to 30 days) the period of Insurance has expired.

## EXCLUSIONS

We shall not be liable for:

1. the **Excess** as shown in your **Schedule**.
2. claims resulting from childbirth, pregnancy or any medical complications resulting therefrom within 2 (two) calendar months of the expected date of delivery;
3. claims resulting from any condition or set of circumstances known to **you** at the time this Insurance was effected or at the time a **Covered Trip** was booked, whichever is the later, where such condition or set of circumstances could reasonably have been expected to give rise to the cancellation or curtailment of the **Covered Trip**;
4. claims resulting from lack of reasonable care over means of travel, route or departure time.

## Section C: Delayed Departure

In the event that transport services on which **you** have previously booked to travel are delayed due to the perils listed in Section B(iv) above, **we** shall indemnify **you** as follows:

- i) In respect of the outward journey at commencement of a **Covered Trip**:
  - a) up to the Sum Insured stated in the Table of Benefits for irrecoverable loss of travel and accommodation expenses paid or due to be paid should **you** opt to cancel a **Covered Trip** completely following a delay of 24 hours or more, less any amounts recoverable under Section B(iv) or
  - b) €26 for the first completed 12 hour period of delay and €51 for each subsequent 12 hour period, up to a maximum of €229 in all.
- ii) In respect of all subsequent journeys during a **Covered Trip**, €26 for each completed 12 hour period of delay, up to a maximum of €229 in all.

## CONDITIONS & LIMITATIONS

1. **You** must obtain written confirmation from the carriers or their agents of the actual date and time of departure and the reasons for delay before a claim is considered under this Section.
2. Claims under this Section shall be calculated from the time of departure of the conveyance on which **you** were booked to travel, as specified in the booking confirmation.

## EXTENSION OF COVER:

### HI-JACK OF THE INSURED PERSON

In the event of your means of transportation being subjected to a **Hi-Jack** during a **Covered Trip** and **you** being detained as a result for a period in excess of 24 hours, **we** pay the sum of €64 to **you** for each period of 24 hours of detention up to a maximum of 21 days.

In respect of this extension of cover the geographical limits and the 60 days trip limitation are deemed not to apply.

## Section D: Personal Accident

We shall pay the Sum Insured stated in the Table of Benefits if in the course of a **Covered Trip**, **you** sustain bodily injury by accidental, visible and violent means which solely and independently of any other cause within 12 calendar months of the date of the accident results in **you** suffering:

- i) Death;
- ii) **Loss of one or both eyes**;
- iii) **Loss of**, or loss of use of one or more **Limbs**;
- iv) **Loss of one or both eyes and one or more Limbs**;
- v) **Permanent Total Disablement** as defined.

## DEFINITIONS & LIMITATIONS

1. If **you** are aged 15 years or below at the date of the accident, the death benefit is limited to €3,175.
2. Benefit shall not be paid in respect of any one Insured Person under more than one of the benefits (i) to (v).
3. **Permanent Total Disablement** shall mean disablement which entirely prevents **you** from attending to your usual business or occupation (or from attending to any and every business or occupation if **you** are not in gainful employment at the date of the accident) and which lasts 12 consecutive calendar months and at the expiry of that period is beyond hope of improvement.
4. **Loss of Limb** shall mean permanent loss by physical separation of a hand at or above the wrist or a foot at or above the ankle and includes total and irrecoverable loss of use of hand, arm or leg.
5. **Loss of an eye** shall mean total and irrecoverable loss of sight of the eye.

## EXCLUSIONS

This Section does not cover death or disablement in any way caused or contributed to by or resulting from alcoholism, alcohol abuse, drug abuse nor from taking drugs not prescribed by a registered qualified medical practitioner, nor from taking drugs prescribed for the treatment of drug abuse or drug dependency.

## Section E: Baggage & Personal Effects

In the event of **you**:

- i) suffering loss of or damage to baggage and/or personal effects including **Jewellery and Valuables** whilst on a **Covered Trip**, **we** shall indemnify **you** in respect of such loss or damage up to the Sum Insured stated in the Table of Benefits.
- ii) being temporarily deprived of your baggage and/or personal effects excluding **Jewellery and Valuables** for a period in excess of 12 (twelve) hours on the outward journey whilst on a **Covered Trip**, **we** shall reimburse **you** in respect of emergency purchases up to a maximum sum of €191 in all, any amounts so paid being deducted from any subsequent claim paid under (i) above.

## CONDITIONS & LIMITATIONS

1. There is a maximum Sum Insured of €635 in all (irrespective

of the Sums Insured stated in this Section) in respect of losses from unattended vehicles.

2. There is a maximum Sum Insured of €5,079 in all in respect of **Family Cover** (where **Family Cover** is indicated in the Schedule) in respect of loss of or damage to property arising from the same event.

3. **Our** liability for any single item of property shall not exceed the single article limit stated in **the Schedule**, a pair or set of articles being deemed a single item.

4. Total loss or destruction of an insured item shall be dealt with on an indemnity basis up to the Sum Insured stated in the Table of Benefits subject to any maximum limitations expressed in this Section.

5. **You** shall at all times exercise reasonable care in the supervision of insured property.

## EXCLUSIONS

**We** shall not be liable for:

1. the **Excess** as shown in your **Schedule**.
2. breakage of glass or china unless caused by an accident to the conveyance in which **you** are travelling;
3. loss or damage caused by moth, vermin, electrical or mechanical breakdown, machinery breakdown, gradual deterioration or wear and tear (this does not apply to the loss of or damage to any item resulting from wear and tear to a clasp, setting or other fastening, carrier or container);
4. loss of cash, bank or currency notes, cheques, postal orders, credit cards, charge cards, travel cards, bankers cards, travellers cheques, travel tickets, passports, driving licences, green cards and petrol or other coupons;
5. claims resulting from confiscation, requisition, detention, destruction or damage by customs authorities or other such officials;
6. losses which are not reported to the Police or appropriate authorities within 24 hours of discovery or as soon as is reasonably practicable, and where a Police or Property Irregularity Report (PIR) is not obtained;
7. breakage of sports equipment whilst in use or loss of or damage to pedal cycles or hired equipment;
8. loss of or damage to contact, corneal or micro-corneal lenses.

## Section F: Money Insurance

In the event of **you** suffering loss of cash, bank or currency notes, cheques, postal orders, travellers cheques, travel tickets, passports, driving licences, green cards and petrol coupons:

- i) whilst on a **Covered Trip** OR
- ii) during the 72 hours immediately prior to commencement of a **Covered Trip** in respect of cash or travellers cheques obtained for the purpose of your travel and in your custody and control, **we** shall indemnify **you** in respect of any such loss, up to the Sum Insured stated in the Table of Benefits, subject to the cash limit stated in the Table of Benefits. This Section shall also cover loss resulting from the fraudulent use of any credit card, charge card or bankers card in your name following loss or theft of such card whilst on a **Covered Trip** up to the Sum Insured stated in the Table of Benefits. **Our**

liability shall be limited to those amounts not covered by any guarantee given by the bank or issuing company to **you** in respect of such losses.

## CONDITION

**You** shall at all times exercise reasonable care in the supervision of the insured property.

## EXCLUSIONS

**We** shall not be liable for:

1. the **Excess** as shown in your **Schedule**.
2. claims resulting from delay, errors or omissions in receipts, payments, accountancy or from depreciation in value;
3. losses which are not reported to the Police or appropriate authorities within 24 hours of discovery or as soon as is reasonably practicable and where a Police report is not obtained;
4. loss of credit cards, charge cards, travel cards, bankers cards, cheques or travellers cheques where the loss is not reported to the issuing company or bank in accordance with the conditions under which the card(s) or cheque(s) was issued;
5. losses from unattended vehicles;
6. claims resulting from the confiscation, requisition, detention, destruction or damage of the insured property by customs authorities or other such officials.

## Section G: Personal Liability & Legal Expenses

### A - Personal Liability

**We** shall indemnify **you** up to the Limit of Liability stated in the Table of Benefits against all sums which **you** shall become legally liable to pay for:

- i) accidental death or bodily injury
- ii) accidental damage to material property occurring in the course of a **Covered Trip**.

**We** shall pay for claims made for legal costs and expenses incurred with **our** prior written consent, in respect of such claim under this Section up to a maximum sum of €31,744.

### B - Legal Expenses

This Section covers up to the sum of €31,744 in respect of legal costs and expenses incurred, with **our** prior written consent, by or on your behalf in the pursuit of a claim against a third party who has caused **you** bodily injury, or illness or your death by an incident occurring in the course of a **Covered Trip**. **We** reserve the right to withdraw at any stage from an action and **we** shall not be liable for any further expense incurred after that withdrawal.

## CONDITIONS & LIMITATIONS

1. **Our** liability for all sums including legal and other costs payable by **you** shall not exceed the respective Limit of Liability stated in the Table of Benefits.
2. **You** shall give immediate notice to **us** of any occurrence for which there may be a claim under this Section and shall provide **us** with such particulars and information as **we** may require and shall forward to **us** immediately on receipt any letter, writ, summons and process and shall advise **us** in

writing immediately **you** have knowledge of any impending prosecution, inquest or inquiry in connection with the said occurrence.

3. No admission of liability or offer, promise or payment shall be made without **our** prior written consent. **We** shall be entitled at **our** discretion to take over and conduct in your name the defence or settlement of any claim and to prosecute at **our** own expense and for **our** own benefit any claim for compensation or damage against any other person. **You** shall give all information and assistance required.

4. There shall be no cover for legal costs and expenses incurred without **our** prior written consent which shall not be unreasonably withheld.

## EXCLUSIONS

### We shall not be liable

#### A - Personal Liability

for any claim arising from:

1. bodily injury to:
  - a) any member of your family
  - b) any person who is under a contract of service with **you** and which arises out of and in the course of their employment with **you**;
2. bodily injury to or damage to the property of any person(s) with whom **you** are travelling, irrespective of whether such person(s) is covered under this Insurance or not;
3. loss or damage to property belonging to you or in your custody or control or the custody or control of your family or your servant or agent;
4. the ownership, co-ownership, possession or use by **you** of any land or buildings;
5. the ownership, co-ownership, possession, use or whilst under your control of any mechanically propelled vehicle (other than golf buggies), aircraft, hovercraft, or watercraft (other than hand propelled watercraft, sailboards, surfboards, foot propelled paddle boats and inflatable sailing dinghies);
6. liability assumed by **you** by an agreement unless such liability would have attached to **you** in the absence of such agreement;
7. the practice of a profession or your occupation or the supply of goods and services by **you**;
8. loss or damage occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds;

#### B - Legal Expenses

1. for costs incurred in the pursuit of claims against a travel agent, tour operator, carrier, insurer or insurer's agent.

## General Exclusions Applicable to All Sections

We shall not be liable for:

1. loss, damage, death, disablement or expenses directly or indirectly occasioned by, happening through or in consequence of 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;

#### 2. acts of terrorism

For the purpose of this exclusion 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 or ideological purposes, or reasons including the intention to influence any government and/or to put the public or any section of the public in fear.

3.
  - a) death, disablement, loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
  - b) any legal liability of whatsoever nature; directly or indirectly caused by or contributed to by or arising from;
    - i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
    - ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
4. death, disablement, loss or expense arising from:
  - a) base jumping, canyoning, boxing, hunting, hang gliding, paragliding, parachuting, parapenting, gliding, polo, ski stunting/acrobatics, ski flying, ski mountaineering, ski randonee, microlighting, paramotoring, sky diving, bouldering, mountaineering or rock climbing normally involving the use of ropes or guides; bungee jumping; caving; potholing; acrobatics; free climbing; motor sports; all forms of racing other than on foot; heli skiing, ski jumping, ski racing, white water rafting in excess of Grade 5; any form of operational duties as a member of the armed forces (except as specified in Section B (iiic)); professional sports; professional entertaining; sports tours or competitions. Any other sport or activity involving physical contact or a significant risk of bodily injury (except when stated in the Schedule as being included);
  - b) death, disablement, loss or expense arising from driving or riding on motor cycles or motor scooters other than mopeds under 50c.c. (this exemption being without prejudice to Exclusion 5 of Section G of this Insurance);
  - c) Diving involving the use of breathing apparatus (other than scuba diving as defined in the Scuba Diving Extension where stated in **the Schedule** as being included);
  - d) **Winter Sports** (as defined in the **Winter Sports** Extension, except when stated in the **Schedule** as being included);
  - e) **Recreational Activities** (as defined in the **Recreational Activities** Extension, except when stated in **the Schedule** as being included);
  - f) wilful self-injury; suicide; attempted suicide; psychiatric disorders; deliberate exposure to exceptional danger (except in the attempt to save human life); or your own criminal act;

- g) aviation other than when travelling by air as a passenger;
5. bodily injury sustained or illness or disease contracted by **you** if **you** are over the age of eligibility stated in the **Schedule** unless cover has been agreed by **us** and the appropriate additional premium paid;
6. claims arising from the failure or fear of failure or the inability of any equipment or any computer programme to recognise, interpret correctly or process any date as its true calendar date or to continue to function correctly beyond that date. This exclusion only applies to **Section B** Cancellation and Curtailment, **Section C** Delayed Departure and **Section E(ii)** Delayed Baggage.

## General Conditions

1. **You** shall as soon as possible following accidental bodily injury sustained or illness or disease manifesting itself for which Insurance is provided hereunder, place yourself under the care of and follow the advice of a registered qualified medical practitioner. There shall be no cover under this Insurance should **you** fail to follow such advice or follow any treatment prescribed.
2. On the happening of any event likely to give rise to a claim under this Insurance, written notice thereof shall be given to **us** immediately or as soon as is reasonably practicable.
3. **You** shall at your expense furnish to **us** such certificates, information and evidence as **we** may from time to time reasonably require, in the form and of the nature prescribed by **us**. **We** shall be allowed at **our** own expense upon reasonable notice to **you** to arrange a medical examination of **you** from time to time, or in the case of death, upon reasonable notice to your legal representatives, to have a post-mortem examination of the body.
4. Any fraud, concealment, or deliberate mis-statement by **you** either in the application form on which this Insurance is based or in relation to any other matter affecting this Insurance or in connection with the making of any claim hereunder shall render this Insurance null and void in so far as it relates to **you**.
5. No sum under this Insurance shall carry interest and **we** shall not be affected by any notice of trust, charge, lien, assignment or any other dealing relating to this Insurance.
6. **We** may cancel this Insurance by giving 30 days written notice to **you** at your last known address and in such an event the premium for the period up to the date of the cancellation shall be returned to **you** on a pro-rata basis. No return of premium shall be made to **you** if any claim has been paid or is outstanding under this Insurance.
7. This Insurance is limited to Republic of Ireland residents only unless specifically agreed by **us**.
8. This Insurance is subject to and shall be governed by Irish law and the Irish courts alone shall have jurisdiction in any dispute arising under it.

9. There is no cover under this Insurance for any manual work undertaken by **you** whilst on a **Covered Trip** unless prior written approval has been given by **us**.

10. There shall be no cover under this insurance if at the time of effecting the insurance or commencing a Covered Trip you have received a terminal prognosis, are receiving inpatient treatment or awaiting such treatment in a hospital or nursing home; travelling with the intention of obtaining medical treatment abroad or travelling against the advice of a registered qualified practitioner.

## Complaints Procedure

At KennCo Underwriting Ltd we aim to provide insurance cover and service of the highest standards. However, we accept that things can go wrong and we would rather be told about any difficulties than have a dissatisfied client.

If **you** feel that we have been unreasonable in any aspect of the handling of your insurance please follow the procedure below:

1. In the first instance please write to:- The Complaints Manager, Kennco Underwriting Ltd., Suite 7, Grange Road Office Park, Grange Road, Rathfarnham, Dublin 16. Please quote the reference number stated in the **Schedule** in any correspondence
2. Should **you** still remain dissatisfied **you** are entitled to take your complaint to: The Managing Director, Axiom Underwriting Agency Limited, First Floor, Orchard House, Westerhill Road, Coxheath, Maidstone, ME17 4DH.
3. Should **you** remain dissatisfied **you** are entitled to take your complaint to the representative of Lloyd's in Ireland: Lloyd's Ireland Representative Ltd., 7/8 Wilton Terrace, Dublin 2. [lloydsireland@lloyds.com](mailto:lloydsireland@lloyds.com)
4. If **you** are not satisfied with the results of our investigation, **you** have the right to refer your complaint to an independent authority for consideration. Your complaint should be referred to: The Financial Services Ombudsman's Bureau, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2.

These arrangements for the handling of complaints are entirely without prejudice to your rights in Irish law and **you** are free at any stage to seek legal advice and take legal action.