



## Single Trip and Annual Multi-Trip



## Policy Booklet

Your travel insurance in association with KennCo Underwriting Ltd.

## Axiom Travel Insurance

Welcome to Axiom Travel Insurance underwritten by ETI - International Travel Protection the United Kingdom branch of Europäische Reiseversicherung A.G., (ERV) an Ergo Group Company incorporated and regulated under the laws of Germany, (ETI) Companies House Registration FC 25660 and Branch Registration BR 007939.

ERV is authorised by the Bundesanstalt für Finanzdienstleistungsaufsicht (BAFIN - www.bafin.de), and the Prudential Regulation Authority (PRA), and subject to limited regulation by the Financial Conduct Authority (FCA) and the PRA. Details of the extent of our regulation by the PRA, and the FCA, are available from us on request. Our PRA, and FCA registration number is 220041.

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** insurance.

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**.

## Data protection - Information uses

In taking out this insurance **you** understand and give explicit consent that the sensitive health and other information **you** provide about yourself and others in **your** party will be used by ETI International Travel Protection, its associated companies, other insurers, regulators, industry bodies and agencies to process **your** insurance, handle claims and prevent fraud. This may involve the transfer of such information to other countries (including those with limited or no data protection laws). **We** have, however taken steps to ensure that **your** information is held securely.

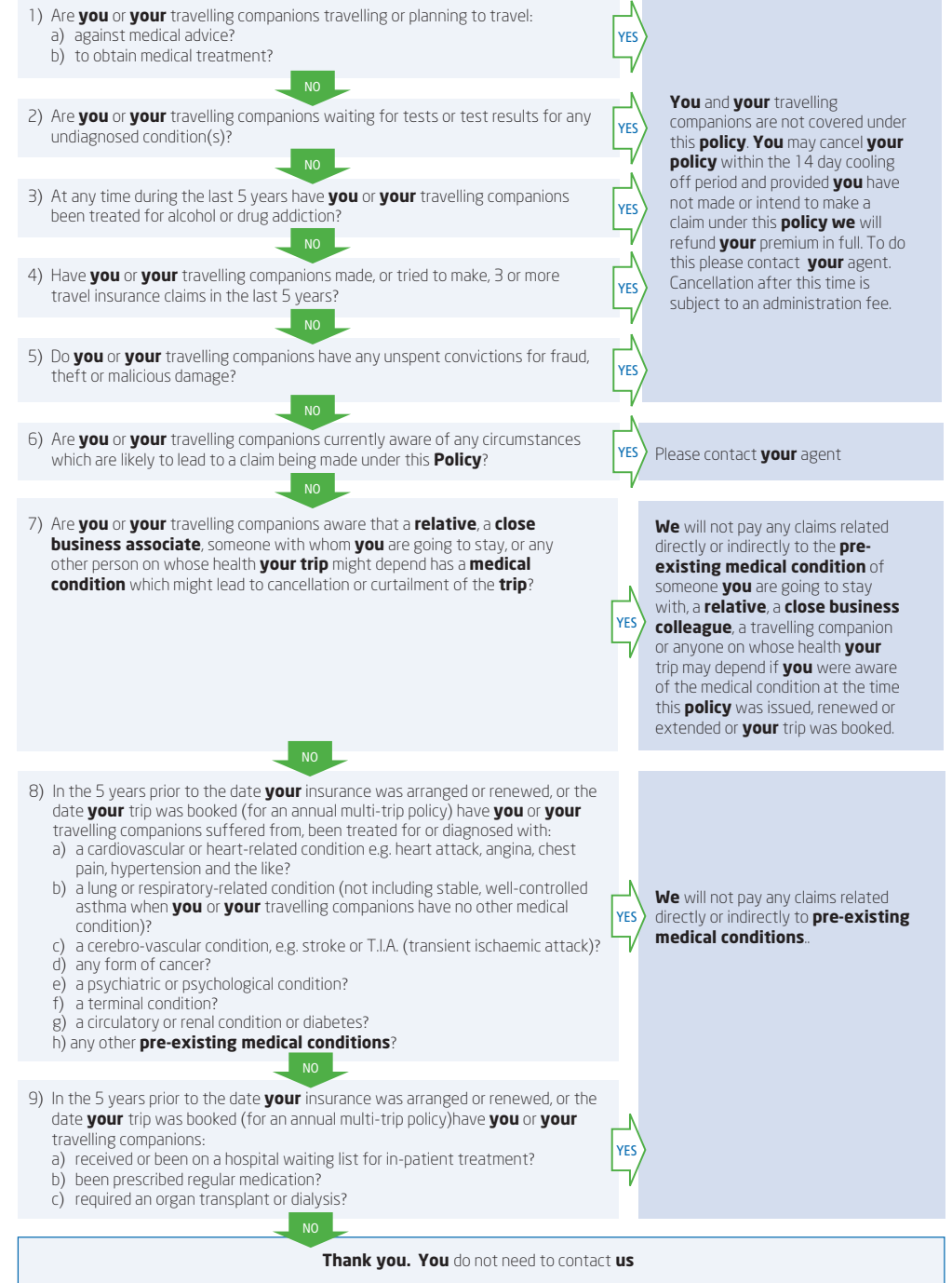
## Useful telephone numbers

ETI Emergency Medical Assistance      Tel    +44 (0)1444 454 540

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



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## 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 insured - per person <sup>1</sup>                         | Excesses                       |
|---------|---|--|--------------------------------|
| 1       | <b>Emergency medical and repatriation expenses</b>  |  |                                |
|         | A. Emergency medical and transportation expenses<br>Emergency dental treatment              | Up to €10,000,000<br>Up to €1,200                              | €150 (€250 if over 65)<br>€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)<br>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)<br>Abandonment after 12 hrs                       | Up to €300 (€36 per 12 hrs)<br>Up to €6,000                    | Nil<br>€100                    |
|         | B. Missed departure   | Up to €6,000   | €100                           |
| 8       | <b>Personal effects</b>   |  |                                |
|         | A. Accidental loss or theft of personal effects<br>- Single item limit<br>- Valuables limit | Up to €3,000<br>€600<br>€600                                   | €100                           |
|         | B. Accidental loss or theft of personal money and travel documents<br>- Cash limit          | Up to €750<br>€600 (€240 under 18)                             |                                |
| 9       | <b>Luggage delay</b>  | Up to €240 (after 12hrs)                                       | Nil                            |

Sections 10 - 16 continued overleaf

| Section | Cover  | Sums insured - per person <sup>1</sup>        | Excesses    |
|---------|--|---|-------------|
| 10      | <b>Personal liability</b>                        |   |             |
|         | A. Personal liability<br>Property damage         | Up to €2,500,000<br>Up to €120,000            | Nil<br>€300 |
| 11      | <b>Hijack, kidnap and Mugging</b>                |   |             |
|         | A. Hijack and kidnap expenses<br>- Daily benefit | Up to €12,000<br>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 €10,000                                 | €100        |
| 14      | <b>Golf cover (optional) <sup>3</sup></b>        |   |             |
|         | A. Loss of golf equipment<br>- Single item limit | Up to €1,800<br>€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         |
| 15      | <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 8).

### 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 the **insured trip**) and, subject to **you** not having or intending to make a claim, a full refund of premium will be made.

### Fraudulent claims

The making of a fraudulent claim is a criminal offence.

### Governing law

The law of the Republic of Ireland governs your policy.

### Hazardous activities and sports

The policy will not cover **you** when **you** take part in any **hazardous activities and sports**. (Please refer to pages 35, 36 and 37 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

Please note this section of the **policy** does not provide private healthcare unless specifically approved by the **assistance company**.

### Personal effects claims

These are settled on an indemnity basis - not on a new for old or replacement cost basis i.e. a deduction will be made for wear, tear and depreciation.

### 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 that 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

ERV's Assistance company, appointed 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, medical epidemic, 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.

### Curtailment

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, 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 39 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 **insured** 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.

### Insurer/we/our/us

ETI International Travel Protection, Albany House, 14 Bishopric, Horsham RH121QN, the United Kingdom branch of Europäische Reiseversicherung A.G., (ERV) an Ergo Group Company incorporated and regulated under the laws of Germany, Companies House Registration FC 25660 and Branch Registration BR 007939. In Section 13 **Insurer/we/our/us** will mean DAS Insurance Company.

### 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 your **policy** 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.

### 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 digital media, games consoles, e-readers, laptop, tablet and other computer equipment and hand-

held electronic devices including but not limited to smart phones, Blackberries, iPods and the like and associated software.

### War risks and civil hazards

- Any sort of war, hostility, invasion, revolution, act of foreign enemy, civil war or unrest, rebellion, insurrection, or military usurped power (and whether declared or not) or United Nations or NATO enforcement action
- Explosion of war weapon(s), utilisation of chemical weapons or biological weapons, the release of weapons of mass destruction, or the hostile act of an enemy foreign to the nationality of the **insured person** or of the country in which the act occurs.

### 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 wording

The **policy wording** tells **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 wording**.

### Data Protection Act

Any information provided to the **insurer** regarding **you** and/or **insured persons** will be processed in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance, medical screening and handling claims, if any, which may necessitate providing such information to third parties. (See **Data Protection - Information uses.**)

### 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 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 apply for the EHIC online at [www.ehic.org.uk](http://www.ehic.org.uk). 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 70 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 or intending to make a claim, a full refund of premium will be made. If **you** choose to cancel and a claim has been made or the **insured trip** has started, **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.

### 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)

### 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**.

### 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.

### War risks and civil hazards

The **policy** covers the **insured person** provided **you** are not in Active Service/Taking Part (see general policy exclusions) and:

- a. provided that the **insured person's** presence in such country or area is:
  - i. attributable to the unscheduled transit or stopover not exceeding 24 hours of an aircraft or sea vessel in which **you** are travelling; or
  - ii. attributable to involuntary diversion or transit due to **hijack, kidnap** or other occurrence beyond the **insured person's** control, provided always that at the time of such **hijack, kidnap** or occurrence the **insured person** was not within the confines of any country or area to which events such as war, invasion, civil war, armed hostility, rebellion, revolution, overthrow of a legally constituted government, insurrection of military or usurped power was applicable, nor travelling to or from such country or area.

- b. for a maximum period of three days from the start of the hostilities or of the insurrection, where the **insured person** is surprised by such events whilst out of the **insured person's** country of residence in a country which, until that time was in a state of peace.

## 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.

**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/Taking part

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**

### Depreciation

Depreciation, wear and tear and currency exchange losses.

### Disinclination

Unwillingness or refusal to travel.

### 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 intoxicating liquor 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**
- d. in areas which are regarded by the **insurer** as **war risks and civil hazards** areas and/or in areas in which **you** are travelling against the advice of the Department of Foreign Affairs.

### War risks and civil hazards

**You** travelling to or through a country or territory against the advice of the Department of Foreign Affairs.

See - [www.dfa.ie](http://www.dfa.ie)

### 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 the **insured person** makes any misrepresentation or concealment or dishonest statement in obtaining the **policy** or in support of any claim, the insurance will be void and all rights both in relation to that claim and otherwise under this **policy** will be lost.

### 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)1444 454 540, 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.

### 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.

### 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.

### Legal costs and expenses claims

Please contact DAS Legal Expenses Insurance Company Limited.

DAS House, Quay Side, Temple Back, Bristol BS1 6NH

Tel +44 (0)117 934 2000

Fax +44 (0)117 934 2109

Email newclaims@das.co.uk

Claims should be notified as soon as possible and, in any event no later than 180 days of **your** becoming aware of the **insurance event**.

### 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

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** pro rata share of any claim apart from a personal accident claim, which will be paid in full.

### 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**.

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.

If **you** are dissatisfied with any aspects of the sale of **Your** insurance **you** should contact

The Complaints Manager, KennCo Underwriting Ltd, Suite 7, Grange Road Office Park, Grange Road, Rathfarnham, Dublin 16.

For all other complaints, a Complaints Procedure is available to **you** to contact the Insurer directly. The address is detailed below:

If **you** have already contacted KennCo Underwriting Ltd about **your** complaint, and they have not resolved **Your** complaint to **Your** satisfaction **you** may still contact the Insurer:

### Complaints Procedure

Please write to

The Managing Director, ETI International Travel Protection, Albany House, 14 Bishopric, Horsham, RH12 1QN



If **you** wish to make a specific complaint about: Section 13 - Legal Expenses, please forward details of **your** complaint to:

The Managing Director, DAS Legal Expenses Insurance Company Ltd., DAS House, Quay Side, Temple Back, Bristol BS1 6NH.

If the matter still cannot be resolved to **your** satisfaction, **you** have the right to refer to: The Financial Ombudsman Service (FOS), South Quay Plaza, 183 Marsh Wall, London E14 9SR.

Tel +44 (0) 845 080 1800

Email enquires@financial-ombudsman.org.uk

The Financial Ombudsman Service 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 provision of dentures, artificial teeth 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

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.

1. 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.
2. The **insurer's** travel insurance for a person summoned or a travel companion staying with **you**.
3. Reasonable additional travelling expenses incurred by **you** in returning to **your** home address.
4. 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.
5. Cover in the Republic of Ireland applies but is limited 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 or from an area which is considered by the **insurer** to be a **war risk and civil hazard** area.
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 Personal Accident risks which are a consequence of **terrorism** in areas which are regarded by the **insurer** as a **war risks and civil hazards** area

c. 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**.

d. 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 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.

#### 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 or ESTA (Electronic System for Travel Authorisation for travellers to the U.S.A)
12. Any claim arising from a psychological/mental **illness** suffered by **you** or a **relative** whether travelling or not.
13. The **policy excess** as shown in the **policy schedule**.
14. Anything mentioned in the general exclusions.

### Additional conditions applying to Section 5

**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.

### 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.

### 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 unless the Department of Foreign Affairs has issued a recommendation "not to travel" after **your** departure from the Republic of Ireland.
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. The **policy excess** as shown in the **policy schedule**.
12. 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 intrinsic 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.

#### 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.

### 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**
  - 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.

### 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.

### 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.

- 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:

- 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.
- 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

- Legal liability arising directly or indirectly out of:
  - the **insured person's** trade profession or business
  - contractual liability unless such liability would have attached in any event in the absence of such contract
  - 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
  - the **insured person** having transmitted disease to other persons via infection or otherwise
  - wilful, malicious or criminal acts
  - ownership, possession or use of animals or firearms
  - ownership of any land or buildings.
- Any fines or other penalties.
- 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.
- Personal liability as a consequence of participation in a **hazardous activity and sport** unless shown as covered on page 35.
- The **policy excess** of €300 in respect of property damage. Please refer to **your policy schedule**.
- Anything mentioned in the general exclusions.

## Additional conditions applying to Section 10

- If **you** know of any **insurance event**, which may result in a claim under this section **you** must:
  - inform **us** in writing without delay
  - send all correspondence and legal documents to **us** unanswered
  - refrain from discussing liability with any third party.
- No admission, offer, promise, payment or indemnity may be made by **you** without **our** prior written agreement.
- 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.
- 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.
- 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:

- Negotiating or attempting to negotiate **your** release.

- Security counselling from specialist professional advisers.
- Psychological counselling for all **insured persons**.
- 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.
- 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.

- 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

- Any ransom or other amount or property paid in relation to the release of a kidnapped or hijacked **insured person**.
- Any **kidnap** or **hijack** in an area that is considered by the **insurer** to be a **war and civil hazard** area.
- Mugging** that does not necessitate hospitalisation.
- Any claim not supported by a written police report.
- 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

- 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

The **insurer** for this section is DAS Legal Expenses Insurance Company Limited (DAS/**we/us/our**), DAS House, Quay Side, Temple Back, Bristol BS1 6NH. Registered in England and Wales, number 103274. Authorised and regulated by the Financial Conduct Authority. Register number 202106.

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**, in relation to legal costs and expenses. DAS manages and controls claims under this section.

**Definitions applicable to this section in addition to the words with special meanings on page 8.**

#### Representative

the lawyer, or other suitably qualified person, who has been appointed to act for the **insured person** under Condition (f) of the additional conditions to this Section 13.

#### Legal costs

All reasonable and necessary costs charged by the representative on a standard basis. Also the costs incurred by opponents in civil cases if the **insured person** has to pay them, or pay them with the agreement of DAS.

#### Date of occurrence

the date of the **insurance event** which may lead to a claim. If there is more than one **insurance event** arising at the same time or from the same cause, then the date of occurrence is the date of the first of these **insurance events**.

#### A. Bodily injury, illness and death

DAS agree to provide the insurance in this section as long as any legal proceedings will be dealt with by a court or other body which DAS agree to and the date of occurrence of the insured incident happens during the **policy period** and it is always more likely than not that an **insured person** will recover damages (or obtain any other legal remedy which DAS have agreed to) or make a successful defence. DAS will cover reasonable legal and travel expenses necessarily incurred in pursuit of a claim for damages or compensation arising from the **bodily injury, illness, death of an insured person** occurring outside the Republic of Ireland.

DAS will negotiate for the **insured person's** legal rights after an **insurance event** that causes the death of, or **bodily injury** to the **insured person**. DAS will not pay legal expenses to bring proceedings in more than one country in respect of the same event.

For all insured incidents DAS will help in appealing or defending an appeal as long as the **insured person** informs them within the time limits allowed that they want to appeal.

Before DAS pay the legal costs and expenses for appeals, **we** must agree that it is always more likely than not that the appeal will be successful.

1. Up to the sum insured specified in the **policy schedule** for legal costs and expenses, directly related to the legal action including the legal costs and expenses of a representative. The maximum amount DAS will pay for all claims resulting from one or more **insurance events** arising at the same time or from the same cause is €60,000 unless otherwise specified in the **policy schedule**. If the aggregate limit is reached, this amount will be allocated in proportion to **our** liability to each **insured person**.

### Exclusions applying to Section 13

#### What is not covered

DAS shall not be liable for:

1. any claim reported more than 180 days after the date the **insured person** should have known about the **insurance event**
2. any legal costs that are incurred before DAS agreed to pay them
3. any claim against an **insurer** or **insurer's** agent
4. any disagreement with ERV or DAS that is not in the Additional conditions applying to Section 13(f)
5. any claim relating to any **illness** that develops gradually or is not caused by a specific or sudden accident
6. any claim relating to the following:
  - a. a contract regarding the **insured person's** profession, business or employment
  - b. a lease or a licence or tenancy of land or buildings
  - c. construction work on any land, or designing, converting or extending any building
  - d. a contact involving a motor vehicle, except for car hire
  - e. the settlement payable under an insurance policy.
7. an application for Judicial Review
8. written or verbal remarks that damage the **insured person's** reputation
9. fines, damages or other penalties that the **insured person** is ordered to pay by a court or other authority

10. defending the **insured person's** legal rights
11. any legal action the **insured person** takes which DAS or the representative have not agreed to or where the **insured person** does anything that hinders them or the representative
12. any legal costs and expenses that are incurred where DAS agree a contingency fee arrangement with the representative.

### Additional conditions applying to Section 13

- a. i. DAS can take over the conduct, in the **insured person's** name, any claim or legal proceedings at any time before a representative is appointed. DAS can negotiate any claim on the **insured person's** behalf.
- ii. If DAS agree to start legal proceedings, or if there is a conflict of interest, the **insured person** can choose a representative by sending them the lawyer's name and address. DAS may choose not to accept the choice of lawyer, but only in exceptional circumstances. If there is a disagreement over the choice of representative, another lawyer can be appointed to decide the matter (see condition (f) of the Additional conditions to Section 13).
- iii. Before the **insured person** chooses a lawyer, DAS can appoint a representative.
- iv. A representative will be appointed by DAS and represent the **insured person** according to **our** standard terms of appointment. The representative must co-operate fully with DAS at all times.
- v. DAS will have direct contact with the representative.
- vi. The **insured person** must co-operate fully with DAS and the representative and must keep DAS up-to-date with the progress of the claim.
- vii. The **insured person** must give the representative any instructions that DAS ask for.

- b. i. The **insured person** must tell DAS if anyone offers to settle the claim.
- ii. If the **insured person** does not accept a reasonable offer to settle a claim, DAS may refuse to pay further legal costs and expenses.
- iii. The **insured person** must not negotiate or agree to settle a claim without DAS's approval.
- iv. DAS may decide to pay the **insured person** the amount of damages that the **insured person** is claiming or is being claimed against them instead of starting or continuing legal proceedings.
- c. i. If DAS ask, the **insured person** must tell the representative to have legal costs and expenses taxed, assessed or audited.
- ii. The **insured person** must take every step to recover legal costs and expenses that DAS have to pay and must pay them any legal costs and expenses that are recovered.
- d. If a representative refuses to continue acting for the **insured person** with good reason or if the **insured person** dismisses a representative, the cover DAS provide will end at once, unless **we** agree to appoint another representative.
- e. If the **insured person** stops a claim without DAS's agreement, or does not give suitable instructions to a representative, the cover **we** provide will end at once.
- f. If DAS and the **insured person** disagree about the choice of representative, or about the handling of a claim, DAS and the **insured person** can choose another lawyer to decide the matter. **You** and DAS must agree to this in writing. If DAS cannot agree with the **insured person** about the choice of the second lawyer, **we** will ask the president of a relevant national law society to choose a lawyer.
- g. DAS may, at **our** discretion require the **insured person** to obtain an opinion from counsel at the **insured person's** expense as to the merits of a claim or proceedings. If counsel's opinion indicates that there are reasonable

grounds for the pursuit of a claim or proceedings, the cost of obtaining the opinion will be paid by DAS.

#### Claims procedure

Claims should be notified as soon as possible and, in any event no later than 180 days of **your** becoming aware of the **insurance event**.

Please contact DAS Legal Expenses Insurance Company Limited. DAS House, Quay Side, Temple Back, Bristol BS1 6NH

Tel 44 (0)117 934 2000  
 Fax 44 (0)117 934 2109  
 Email newclaims@das.co.uk

### Section 14 - 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 14

##### 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 14

##### 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 14

##### 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.

#### Section 15 - Winter sports (optional)

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 15

##### 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 15

##### 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 37).
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 15

#### 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 15

#### 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 15

- 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 15

#### 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 37 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 bugging   | 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   | Bobsleighbing   |
| 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:

| Qualification            | Maximum depth |
|--------------------------|---------------|
| 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.

### 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.

### 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.

### Administration and regulatory compliance

The information **you** supply may be:

- used for insurance and claims administration, debt collection, research and statistical analysis by ERV, its associated companies and agents, by other participating insurers, their agents and suppliers and **your** insurance intermediary
- disclosed to regulatory bodies for monitoring and/or enforcing the insurers' compliance with any regulatory rules and codes of conduct
- shared with other insurers either directly or via those acting for them such as claims administrators, lawyers and investigators
- shared with and checked against various databases, credit reference agencies, fraud prevention agencies and public bodies including the police when **you** apply for, renew this insurance or make a claim.

### Fraud detection and prevention

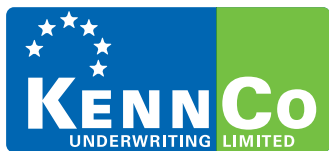
ERV, participating insurers and/or their agents and suppliers may, in order to detect and prevent fraud:

- check **your** identity to prevent money laundering unless **you** have provided **us** with satisfactory proof of identity
- undertake checks against publicly available information such as the electoral roll, County Court Judgements and bankruptcy orders
- validate **your** claims history or that of any **insured person** or property involved in the **policy** or a claim.

### Financial Services Compensation Scheme

ERV are covered by the Financial Services Compensation Scheme (FSCS). If **we** are unable to meet **our** obligations **you** may be entitled to compensation from the scheme, depending on the type of insurance and the circumstances of the claim. Further information is available from the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk)

**Provided by**



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