



# Lloyd's Certificate

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**This Insurance** is underwritten by certain Underwriters at Lloyd's, London whose syndicate numbers and the proportions underwritten by them are stated within this Certificate

**This Certificate** is issued by the Coverholder identified within this Certificate in accordance with the authorisation granted to the Coverholder under the Binding Authority Agreement with the Unique Market Reference stated within the Certificate.

## LMA3136J (16/12/2015) – Lloyd's Generic Certificate Jacket

Lloyd's Managing Agents are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Their Firm Reference Numbers(s) and other details can be found on the Financial Services Register at [www.fca.org.uk](http://www.fca.org.uk) (Amend/delete/insert alternate disclosure statement as appropriate)

**SCHEDULE**

**Insurer:** Certain Underwriters at Lloyd's in respect of Syndicate 2007 at Lloyd's. Lloyd's is established in the United Kingdom of Great Britain and Northern Ireland

**Assured's Broker:** O'Driscoll O'Neil DAC

**Certificate No:** PA-00001-CP-17

**Type :** PA and Travel (single Trip)

**Assured:** SIFA (Society of Irish Field Archers)

**Sport Insured (if applicable):** Archery

**Insured Persons:** 360 Members

**Geographical Limit:** Ireland and/or United Kingdom

**Age Limit:** 65

**Period of Insurance** from 04/10/2017 to 03/10/2018 both days inclusive at Local Standard Time at the principal domicile of the Assured

**Accumulation limit:** €1,000,000

Premium inclusive of Levy and Compensation Fund €1,398.60

**Authorisation Clause**

This Certificate has been arranged by O'Driscoll O'Neill DAC on behalf of Certain Underwriters at Lloyd's whose definitive numbers and proportions will be supplied on application, under Binding Authority Unique Market Reference Number – B0524CSPXXX37617.

**For and on behalf of O'Driscoll O'Neill DAC**

**Date:**

O'Driscoll O'Neill DAC is authorised and regulated by Central Bank of Ireland. Registered in Ireland with registration number 14385. Registered Office: 17/18 Herbert Place, Dublin 2.

Novae Syndicates Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Our Firm Registration Number 204888.

**The insurance contract**

In return for payment of the premium shown in the schedule, *we* agree to insure *you*, subject to the terms and conditions contained in or endorsed on this insurance, against *bodily injury* and/or *illness* in the manner and to the extent provided in this Certificate during the *period of insurance*.

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**SCHEDULE OF COMPENSATION – PART A PERSONAL ACCIDENT or PERSONAL ACCIDENT and ILLNESS****COMPENSATION PAYABLE IN RESPECT OF ACCIDENT**

1.	DEATH	EUR 40,000
2.	LOSS OF SIGHT OF ONE OR BOTH EYES	EUR 40,000
3.	LOSS OF ONE OR MORE LIMBS	EUR 40,000
4.	PERMANENT TOTAL LOSS OF SPEECH	NOT COVERED
5.	PERMANENT TOTAL LOSS OF HEARING	NOT COVERED
	A) IN ONE EAR	NOT COVERED
	B) IN BOTH EARS	NOT COVERED
6.	PERMANENT TOTAL DISABLEMENT	NOT COVERED
7.	TEMPORARY TOTAL DISABLEMENT	NOT COVERED
8.	TEMPORARY PARTIAL DISABLEMENT	NOT COVERED
9.	MEDICAL EXPENSES	€3,500
10.	PHYSIOTHERAPY	EUR 250 ( Inner Limit)

Medical Expenses and Dental Expenses incurred will be paid in addition by the Underwriters up to but not exceeding a Sum Insured of €2,500, subject to an inner limit of €250 in respect of physiotherapy expenses (each Insured Person): -

1. If in respect of such Medical Expenses and Dental Expenses the Assured or an Insured Person shall recover any payment under any other insurance, the Underwriters shall only be liable for the difference between such recovery and the total cost of such expenses incurred, not exceeding the Sum Insured shown above.
2. Excluding claims for Dental Expenses unless such expenses are incurred as a direct result of Bodily Injury sustained by an Insured Person due to an Accident to sound and natural teeth only.
3. Excluding the first €100 each and every claim

**COMPENSATION PAYABLE IN RESPECT OF ILLNESS**

<b>11. LOSS OF SIGHT OF BOTH EYES</b>	<b>EUR Not Covered</b>
<b>12. PERMANENT TOTAL DISABLEMENT BY PARALYSIS</b>	<b>EUR Not Covered</b>
<b>13. TEMPORARY TOTAL DISABLEMENT</b>	<b>EUR Not Covered</b>
<b>14. MEDICAL EXPENSES</b>	<b>EUR Not Covered</b>

**ACCUMULATION LIMIT**

**ANY ONE ACCIDENT**

**OPERATIVE TIME:**

**OT 4**

**EXTENSIONS applicable to OT 4 only**

***IRELAND* TRAVEL**

**Not Included**

**HOLIDAY TRAVEL OPTIONAL EXTENSION**

**Not Included**

The following is the Operative Time OT 4: -

This Insurance shall cover the Insured Person for Bodily Injury sustained: -

- (a) Whilst playing or officiating for the Assured club
- (b) Whilst taking part in training organised by the Assured club
- (c) Whilst travelling directly to/from away fixtures as part of an organised party under the auspices of the Assured club

### **Amateur Sports Club Endorsement**

Notwithstanding anything contained herein to the contrary, cover afforded hereunder shall be subject to the following additional terms and conditions:-

(a) *Operative Time:*

The *Insured Person(s)* will be covered only whilst:-

- (1) Playing or officiating for the Assured Club at home or away fixtures.
- (2) Taking part in training organised by the Assured Club.
- (3) Taking part in any social activity organised by the Assured Club.
- (4) Proceeding directly to and returning from the Assured Club's away fixtures as part of an organised party, under the Assured Club's auspices, using private cars, motor coaches or public transport, but excluding aircraft or motor cycles.
- (b) That any Insured Person under 18 years of age or undergoing full time education the Death Benefit (Item 1 of the Schedule of Compensation) shall be limited to EUR 3,500 and Item 7 of the Schedule of Compensation (Part A) is deleted.
- (c) That any *Insured Person* not in regular gainful employment, Item 7 of the Schedule of Compensation (Part A) is deleted.
- (d) The definition in respect of *Permanent Total Disablement* is amended to read;  
"PERMANENT TOTAL DISABLEMENT" means disablement which entirely prevents the *Insured Person* from attending to any business or occupation of any and every kind which lasts twelve calendar months and at the expiry of that period being beyond hope of improvement.
- (e) The Geographical limits shall be;  
IRELAND AND/OR UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND

All other terms, clauses and conditions remain unaltered

#### SCHEDULE OF COMPENSATION – PART B TRAVEL

1.	MEDICAL AND ADDITIONAL EXPENSES	Not Covered
2.	CANCELLATION AND CURTAILMENT	Not Covered
3.	EMPLOYEE REPLACEMENT EXPENSES	Not Covered
4.	JOURNEY CONTINUATION	Not Covered
5.	TRAVEL DELAY	Not Covered
6.	PERSONAL LIABILITY	Not Covered
7.	LEGAL EXPENSES	Not Covered
8.	HOSPITAL BENEFIT	Not Covered
9.	PERSONAL PROPERTY AND MONEY	
	PERSONAL PROPERTY	Not Covered
	MONEY	Not Covered
	DELAYED PERSONAL PROPERTY AND LOSS OF KEYS EXTENSION	Not Covered
10.	HIJACK, KIDNAP AND DETENTION	
	Item 1:	Not Covered
	Item 2:	Not Covered
11.	CAR HIRE EXCESS WAIVER	Not Covered
12.	POLITICAL EVACUATION	Not Covered
13.	WINTER SPORTS	Not Covered

#### EXTENSIONS:-

<b>IRELAND TRAVEL:</b>	<b>Not Included</b>
<b>HOLIDAY TRAVEL OPTIONAL EXTENSION:</b>	<b>Not Included</b>

### IMPORTANT INFORMATION

This document and any endorsement(s) form **your** Certificate and sets out the terms and conditions and exclusions of the contract of insurance between **you** and **us**, the Underwriters. They should be kept in a safe place. Words shown in **bold italics** have the meanings shown under the definitions on pages 9-11.

Please read the whole Certificate carefully. It is arranged in different sections. It is important that:

- **you** check that the sections **you** have requested are included;
- **you** notify **us** of any inaccuracies in the information contained in the schedule, or of any changes to that information
- **you** comply with **your** duties under each section and under the Certificate as a whole.

**Our** aim is to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. At all times **we** are committed to providing **you** with the highest standard of service.

If **you** have any questions or concerns about **your** Certificate or the handling of a claim, or **you** cannot comply with what the Certificate states **you** must do, **you** should, in the first instance, contact **your** broker whose contact details are shown in the Schedule.

#### **Complaints**

If **you** are unable to resolve any concerns with **your** broker please refer to the complaints procedure on page 8

#### **Cooling off period**

If **you** are a consumer **you** are entitled to cancel this Certificate by contacting **your** broker within fourteen days of either:

- the date **you** receive this Certificate; or
- the start of the **period of insurance**

whichever is the later.

Providing that no claim has been made or is pending then a full refund of any premium paid will be due as per the wording on page 12-13

#### **Cancellation**

**You** have the right to cancel this contract including under a 14 day cooling off period – see page 12.

#### **Hazardous Activities**

If **you** engage in any hazardous occupation, sport or pastime or other activity which has a hazardous nature or **you** are unsure what is hazardous, please contact **your** broker whose contact details are shown in the Schedule. Examples of hazardous activities are, but not limited to, manual labour occupations, aerial sports, bungee jumping, winter sports, scuba diving, climbing, potholing and motorcycle touring. If **you** are in any doubt as to what constitutes hazardous or whether **you** are covered for such activity please contact **your** broker.



**Extension of Cover**

Cover is normally for the *period of insurance* or *operative time* as shown in the Schedule of Compensation but may be automatically extended in specific circumstances – see page 17.

**Compensation**

**We** are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if **we** are unable to meet **our** obligations under this Certificate. If **you** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this Certificate. Further information about the Scheme is available from the Financial Services Compensation Scheme (10<sup>th</sup> Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU) and on their website: [www.fscs.org.uk](http://www.fscs.org.uk)

### CLAIMS REPORTING PROCEDURES

Any occurrence or loss which may give rise to a claim, other than a Legal Expense Claims should be advised without delay and a claim form obtained from:



Claims can be notified via email on: [travel@osg.ie](mailto:travel@osg.ie) or by telephone: (01) 261 1540

In no event must a claim be notified later than 31 days after the occurrence or loss occurred.

#### **For Claims under Part B7 Legal Expenses contact:**

Arc Legal Assistance  
PO Box 8921  
Colchester  
CO4 5YD

Tel: +44 (0) 344 770 1053

Please quote 'Novae Travel Injury Claims

### 24 HOUR MEDICAL EMERGENCY SERVICE

In the event of a **Medical Emergency** arising and covered by this Certificate a 24 hour telephone service is operated by Intana Assist for the benefit of Insured Persons, who must be notified within **48** hours of admission as an in-patient to a hospital, clinic or nursing home.

**Medical Emergency** will mean *illness* or *accident* abroad which may lead to hospital treatment.

Intana Global operate 24 hours a day, 365 days a year

[Intana Global](#)  
[Ground Floor](#)  
[6 Devonshire Square](#)  
[London](#)  
[EC2M 4YE](#)

Telephone Number: +44 (0) 20 7902 7405

Fax Number: +44 (0) 20 7928 4748

E-mail: [operations@intana-global.com](mailto:operations@intana-global.com)

It is important to note that this Certificate only covers emergency medical and related expenses authorised and approved by Intana Assist.

## COMPLAINTS

### Complaint handling arrangements

**We** are committed to providing **you** with a first class service and **we** want to make sure that **we** maintain this at all times.

If **you** have query or concern about the sale of **your** policy, please contact the broker or intermediary who arranged this insurance for **you**.

Any complaint about the insurance provided by **your** Certificate or in relation to the handling of a claim should be addressed in the first instance to:

Complaints

Novae Syndicates Ltd

21 Lombard Street

London EC3V 9AH

Telephone: 020 7050 9000. Fax: 020 7050 9001.

E-mail: [complaints@novae.com](mailto:complaints@novae.com)

The Lloyd's managing agent Novae Syndicates Limited, or the party named above that it has appointed to adjudicate on **your** complaint on its behalf, will acknowledge **your** complaint, in writing, within five business days of the complaint being made. It will also inform **you** of the name of one or more individuals that will be **your** point of contact regarding **your** complaint until the complaint is resolved or cannot be progressed any further.

The Lloyd's managing agent Novae Syndicates Limited, or the party named above that it has appointed to adjudicate on your complaint on its behalf, will provide **you** with an update on the progress of the investigation of **your** complaint, in writing, within twenty business days of the complaint being made.

The Lloyd's managing agent Novae Syndicates Limited, or the party named above that it has appointed to adjudicate on **your** complaint on its behalf, will aim to provide **you** with its decision on **your** complaint, in writing, within forty business days of the complaint being made.

Should **you** remain dissatisfied with the final response from the above or if **you** have not received a final response within forty business days of the complaint being made, **you** may be eligible to refer **your** complaint to the Financial Services Ombudsman (FSO). The contact details are as follows:

Financial Services Ombudsman

3rd Floor, Lincoln House

Lincoln Place

Dublin 2

Ireland

Tel: +353 1 6 620 899

Fax: +353 1 6 620 890

E-mail: [enquiries@financialombudsman.ie](mailto:enquiries@financialombudsman.ie)

The complaints handling arrangements above are without prejudice to **your** rights in law.

01/07/15

LSW1836A .

## DEFINITIONS

Throughout this Certificate and attaching Schedule and any Endorsements, where the following words appear in **bold italics** they will have the following meaning: -

**ACCIDENT** means a sudden, unexpected, unusual, specific event, which occurs at an identifiable time and place, but will also include exposure resulting from a mishap to a conveyance in which **you** are travelling.

**Accident** will also include disappearance. If **you** are not found within 90 days of disappearing, and sufficient evidence is produced satisfactory to **us** that leads **us** inevitably to the conclusion that **you** have sustained **bodily injury** and that such injury caused **your** death, **we** will pay the death benefit, where applicable, under this Certificate, provided that the person or persons to whom such sum is paid will sign an undertaking to refund such sum to **us** if **you** are subsequently found to be living.

**ACCUMULATION LIMIT** means the maximum amount payable by **us** under PART A, Personal Accident.

**ASSURED** means the company, organisation or individual shown within the Schedule.

**BENEFIT PERIOD** means the maximum (but not necessarily consecutive) period for which the **temporary total disablement** or **temporary partial disablement sum insured** is payable, after deduction of the **excess period**.

**BODILY INJURY** means identifiable physical injury which: -

- a) is sustained by **you** and
- b) is caused by an **accident** during the **operative time** and
- c) solely and independently of any other cause, except **illness** directly resulting from, or medical or surgical treatment made necessary by such injury, results in **your** death or disablement within 24 months from the date of the **accident**.

**BUSINESS TRIP** means any **trip** undertaken on behalf of the **assured** commencing during the **period of insurance**, from the time **you** leave home or place of employment (whichever the later), until return to home or place of employment (whichever the earlier). Cover remains operative throughout the period of the **trip** for non-business activities and includes incidental holiday travel of up to 14 days in all immediately before, during and/or immediately after such **trip**.

**CLOSE RELATIVE** means **your Partner**, fiancé(e), parent, parent-in-law, brother, brother-in-law, sister, sister-in-law, aunt, uncle, grandparent, grandchild or child including adopted, foster or step-child.

**COUNTRY OF DOMICILE** means the country in which **you** normally reside.

**DEPENDENT CHILDREN** means **your** children, including adopted, foster or step children, aged over 30 days and under 18 years, or aged under 23 years if in full time education.

**DOMESTIC STAFF** means any person employed by **you** as an au pair, butler, chauffeur, housekeeper, maternity nurse, nanny, personal trainer or tutor.

**EMPLOYEE** means any person under a contract of service or apprenticeship with the **assured**.

**EUROPE** means all countries within the continent of Europe including Russia west of the Ural Mountains, the Azores, Madeira, the Canary Islands, Mediterranean islands and Turkey.

**EXCESS PERIOD** means the period of days not covered before the start of any **benefit period** during which the **sum insured** is not payable as shown on **your** Schedule of Compensation.

**HI-JACK** means the unlawful seizure or wrongful exercise of control of an aircraft or conveyance or the crew of such conveyance, in which **you** are travelling as a passenger.

**ILLNESS** means **your illness** the symptoms of which first appear during the **period of insurance** and which results solely and independently of any other cause in total disablement within 12 consecutive months after the symptoms first appear.

**INSURED PERSON(S)** means the person(s) shown within the Schedule.

**IRELAND** means the Republic of Ireland.

In respect of persons not resident in **Ireland** reference to **Ireland** is amended to read **Country of Domicile**.

**LOSS OF LIMB** means permanent loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle, and includes permanent total and irrecoverable loss of use of a hand, arm or leg.

**LOSS OF SIGHT** means the permanent and total **loss of sight** which will be considered to have happened: -

- a) In both eyes if **you** receive a Certificate of Vision Impairment on the authority of a fully qualified ophthalmic specialist or
- b) In one eye if, after correction, the degree of sight **you** have left is 3/60 or less on the Snellen scale meaning that **you** can see at 3 feet what **you** should be able to see at 60 feet.

**MEDICAL EXPENSES** means irrecoverable expenses properly incurred by **you** for Medical, Hospital, Surgical, Manipulative, Massage, Therapeutic, X-ray or Nursing treatment, including the cost of medical supplies and ambulance hire.

**MEDICAL PRACTITIONER** means a registered, qualified, practicing member of the medical profession who is not related to **you** or any person travelling with **you**

**MONEY** means

- (a) Cash, bank or currency notes, travellers cheques, passports, green cards, petrol coupons or travel tickets,
- (b) Credit cards, charge cards, or banker's cards.

**OPERATIVE TIME** means the **operative time** as shown in the Schedule of Compensation.

**PARAPLEGIA** means the permanent and total paralysis of the two lower limbs, bladder and rectum.

**PARTNER** means **your** spouse or any person who has co-habited with **you** for at least 6 consecutive months and continues to do so at commencement of the **trip**.

**PERMANENT TOTAL DISABLEMENT** means disablement which entirely prevents **you** from attending to all aspects of **your** usual business or occupation and which lasts twelve consecutive months and at the expiry of that period is beyond hope of improvement.

**PERIOD OF INSURANCE** means the **period of insurance** as shown in the current Schedule.

**PERSONAL PROPERTY** means property owned by **you** or in **your** custody or control.

**QUADRIPLEGIA** means permanent and total paralysis of the two upper limbs and two lower limbs.

**SUM INSURED** means the limit of **our** liability, as shown in the Schedule of Compensation and any attaching endorsement.

**TEMPORARY PARTIAL DISABLEMENT** means disablement that temporarily prevents **you** from attending to a substantial part of the duties of **your** usual business or occupation and will be subject to any **excess period** as shown on the Schedule.

**TEMPORARY TOTAL DISABLEMENT** means disablement that temporarily and totally prevents **you** from attending to the duties of **your** usual business or occupation and will be subject to any **excess period** as shown on the Schedule.

**TERRORISM** means an act or series of acts, including the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s), committed for political, religious or ideological purposes including the intention to influence any government and/or to put the public in fear for such purposes.

**TRIP** means a **business trip** as defined and only if the Holiday Travel Optional Extension applies, which includes holiday travel not forming part of a **business trip**.

**VALUABLES** means watches, furs, jewellery and telecommunication, photographic, audio, visual and computer equipment or game consoles, including accessories.

**WE/US/OUR** means Certain underwriters at Lloyd's in respect of syndicate 2007

**YOU / YOUR / YOURSELF** means the **insured person(s)** named in the current Schedule.

#### GENERAL CONDITIONS (applicable to the whole Certificate)

These are the conditions of the insurance that **you** need to meet as **your** part of this contract. If **you** do not meet these conditions, **we** may need to reject a claim payment or a claim payment could be reduced. In some circumstances **your** policy may not be valid.

#### Hazardous Occupations, Sports, Pastimes or Activities

If **you** engage in any hazardous occupation, sport or pastime or other activity which has a hazardous nature **you** should disclose it to **your** broker. If **we** consider it significantly increases the risk, **we** will be entitled to exclude claims arising from it or modify the terms of this Certificate.

Examples of hazardous activities are manual labour occupations, aerial sports, bungee jumping, winter sports, scuba diving, climbing, potholing and motorcycle touring. If **you** are in any doubt as to what constitutes hazardous or whether **you** are covered for such activity please contact **your** broker.

#### Claims

In the event of an **accident** or **illness** which causes or may cause a claim under this Certificate, **you** must as soon as practicable:

- a) seek the attention of a duly qualified **medical practitioner**; and
- b) comply fully with the Claims Reporting Procedures on page 7.

**You** must provide all requested evidence in support of a claim. This may include invoices or receipts for items paid for or expenses incurred, medical reports, details of bookings of various trips and other such information but only where this information is necessary for the assessment of the claim.

If **we** consider it necessary, **you** must provide **us** or **our** medical advisor with the necessary authorisation to access or obtain all **your** medical records, notes and correspondence referring to the subject of a claim or a related pre-existing condition. **You** must also undergo any reasonable medical examination(s) by the medical advisor(s) **we** may appoint. **We** will pay the cost of any medical examination **we** request.

If an **insured person** dies, **we** will be entitled to ask for, at **our** expense, a post mortem examination.

#### Cooling Off Period

**You** are entitled to cancel this Certificate by contacting **your** broker within fourteen days of either:

- the date **you** receive this Certificate, or
- the start of the **period of insurance**

whichever is later.

**We** will then refund the full premium **you** have paid provided no claim has been made or is pending.

#### Right to cancel

**You** can also cancel this Certificate at any time by contacting **your** broker.

If this Certificate is cancelled outside the cooling off period by **you** or **us** then, provided **you** have not made a claim, **you** will be entitled to a refund of any premium paid, subject to a deduction for any time for which **you** have been covered. This will be calculated on a proportional basis. For example, if **you** have been covered for six (6) months, the deduction for the time **you** have been covered will be half the annual premium.

If **we** pay any claim, in whole or in part, then no refund of premium will be allowed.

**We** can cancel this Certificate by giving **you** thirty days' notice in writing where there is a valid reason for doing so. **We** will send the cancellation letter to the latest address **we** have for **you** and **we** will set out the reason for cancellation in this letter. Valid reasons include but are not limited to:

- Where **we** have been unable to collect a premium payment: in this case **we** will contact **you** in writing requesting payment by a specific date. If **we** do not receive payment by this date **we** will write to **you** again notifying **you** that payment has not been received and giving **you** 21 days' notice of a final date for payment. This letter will also notify **you** that if payment is not received by this date **your** Certificate will be cancelled. If payment is not received by that date **we** will cancel **your** Certificate with immediate effect and notify **you** in writing that such cancellation has taken place;
- Where **you** are required in accordance with the terms of this Certificate to co-operate with **us** , or send **us** information or documentation and **you** fail to do so in a way that materially affects **our** ability to process a claim, or **our** ability to defend **our** interests; in this case **we** may issue a cancellation letter and will cancel **your** Certificate if **you** fail to co-operate with **us** or provide the required information or documentation by the end of the cancellation notice period;
- A change in risk which means that **we** can no longer provide **you** with insurance cover;
- Where **we** reasonably suspect fraud; or
- Use of threatening or abusive behavior or language, or intimidation or bullying of staff or suppliers.

#### **Acting as if Uninsured**

**You** must take all reasonable steps to avoid or minimise any expense, damage or loss and make every reasonable effort to make any recovery possible.

#### **Information you have given us**

In deciding to accept this insurance and in setting the terms and premium, **we** have relied on the information **you** have given **us**. **You** must take care when answering any questions **we** ask by ensuring that all information provided is accurate and complete.

- If **we** establish that **you** deliberately or recklessly provided **us** with false information **we** will treat this Certificate as if it never existed and decline all claims. However, if **we** establish that, unknown to the **assured** an **insured person** deliberately or recklessly provided false or misleading information **we** will treat this Certificate, in so far as it relates to the **insured person** concerned, as if it had never existed and decline all claims relating to such **insured person**. **We** will only do this if **we** provided **you** with insurance cover which **we** would not otherwise have offered;

If **we** establish that **you** were careless in providing **us** with the information **we** have relied upon in accepting this Certificate and setting its terms and premium **we** may:

- treat this Certificate as if it had never existed and refuse to pay all claims and return the premium paid. However, if **we** establish that, unknown to the **assured**, an **insured person** was careless in providing information then **we** will treat this Certificate, in so far as it relates to the **insured person** concerned, as if it had never existed and refuse to pay claims and return a proportion of the paid premium that relates to such **insured person**. (**We** will only do this if **we** provided **you** with insurance cover which **we** would not otherwise have offered);

If **we** establish that **you** or an **insured person** was careless in providing **us** with the information **we** have relied upon in accepting this insurance and setting its terms and premium **we** may:

- amend the terms of **your** Certificate. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **you** or an **insured persons** carelessness; or



- charge **you** more for **your** Certificate or reduce the amount **we** pay on a claim in the proportion the premium **you** have paid bears to the premium **we** would have charged **you**; or
- cancel **your** certificate in accordance with the cancellation condition on page 12-13.

**We** or **your** broker will advise **you** if **we**:

- intend to treat **your** Certificate as if it never existed; or
- need to amend the terms of **your** Certificate or
- require **you** to pay more for **your** Certificate.

#### **Notifying us of any changes or inaccuracies**

If **you** become aware that information **you** have given **us** is inaccurate or has changed, **you** must inform **your** broker as soon as practicable.

When **we** are notified that information **you** previously provided is inaccurate, or of any changes to that information, **we** will tell **you** if this affects **your** insurance. For example **we** may amend the terms of **your** Certificate or require **you** to pay more for **your** insurance or cancel **your** insurance in accordance with the cancellation condition within this Certificate.

If **you** fail to notify **us** that information **you** have provided is inaccurate, or **you** fail to notify **us** of any changes, this Certificate may become invalid and **we** may not pay **your** claim, or any payment could be reduced.

#### **Subrogation**

**We** will be subrogated (put in **your** place) to all **your** rights of recovery against any person or organisation for any claim paid or payable under this Certificate up to the limit of **our** liability in respect of such claim. **You** will, wherever possible, give all such information and assistance as **we** may require to secure such rights.

#### **Language of Certificate**

Unless otherwise agreed the language of this Certificate will be English and all communication between **you** and **us** will be in English.

#### **Law and Jurisdiction**

**You** and **we** are free to choose the law applicable to this Certificate. Unless specifically agreed to the contrary this Certificate will be governed by the laws of **Ireland** and any litigation will be subject to the exclusive jurisdiction of the courts of **Ireland**.

#### **Data Protection Act 1998**

Any information provided to **us** regarding **you** will be processed by **us**, in compliance with the provisions of the English Data Protection Act 1998, for the purpose of providing insurance and handling claims, and complaints, if any, which may necessitate providing such information to third parties.

#### **Several Liability Notice**

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

### **Assignment**

**You** may not assign this Certificate unless **we** have agreed in writing.

### **Sanctions**

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

### **Rights of third parties**

A person who is not a party to this insurance has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this insurance but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

### **Fraudulent claims**

If **you** or an **insured person** makes a fraudulent claim under this insurance contract, then **we**:

- a) Are not liable to pay the claim; and
- b) May recover from **you** or an **insured person** any sums paid by **us** to **you** or an **insured person** in respect of the claim; and
- c) May by notice to **you** or an **insured person** treat the contract as having been terminated with effect from the time of the fraudulent act

If **we** exercise **our** right under clause (c) above:

- a) **We** will not be liable to **you** or an **insured person** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **our** liability under the insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim) and;
- b) **We** need not return any of the premiums paid

If this insurance contract provides cover for any person who is not a party to the contract, and a fraudulent claim is made under the contract by or on behalf of such **insured person**, **we** may exercise the rights set out in the clause above as if there were an individual insurance contract between **us** and the **insured person**. However, the exercise of any of those rights will not affect the cover provided under the contract for any other person.

#### GENERAL EXCLUSIONS (applicable to the whole Certificate )

This Certificate does not cover claims in any way caused or contributed to by:

1. **you** engaging in or taking part in military, air force or naval service or operations (other than reserve or volunteer training);
2. **you** engaging in or taking part in aeronautics or aviation other than as a fare paying passenger;
3. **you** engaging in or taking part in mountaineering or rock climbing normally involving ropes and/or guides (unless as part of a corporate event on behalf of the **assured** );
4. **you** participating in (a) motor competitions (unless as part of a corporate event on behalf of the **Assured** ) or (b) professional sport;
5. **you** participating in Winter Sports involving racing at international or national events, or officially organised practice or training for these events;
6. **you** being intoxicated by alcohol or drugs;
7. **your** intentional self-injury, suicide or attempted suicide or whilst engaged in or taking part in civil commotions or riots of any kind;
8. nuclear reaction, nuclear radiation, radioactive contamination or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or component.
9. war, whether war be declared or not, invasion or civil war; except whilst **you** are travelling outside **Ireland**. However this exception will not apply where **you** are taking an active part in such war, invasion or civil war.
10. **terrorism**, involving the actual or threatened use of pathogenic or poisonous biological or chemical materials.
11. **your** deliberate exposure to exceptional danger (except in an attempt to save human life),
12. a criminal act by **you**,
13. a sexually transmitted disease or Acquired Immune Deficiency Syndrome (A.I.D.S.) or A.I.D.S. Related Complex (ARC), howsoever this syndrome has been acquired or may be named.
14. If **you** are aged 65 years of age or older at commencement of the **period of insurance**.

the actual or threatened use of pathogenic or poisonous biological or chemical materials by any person(s), committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public or any section of the public in fear;

## OPERATIVE TIME

An **insured person** is only covered at the **operative time** shown by the code next to their name or description on the schedule. An explanation of these codes is shown below.

### PART A - PERSONAL ACCIDENT or PERSONAL ACCIDENT AND ILLNESS

Subject to the terms, Definitions, Conditions and Exclusions contained, endorsed, or listed in the Schedule: -

#### OT 1 – 24-Hour Cover

This Certificate will cover **you** at any time during the **period of insurance**.

#### OT 2 – Occupational Accidents Including Commuting

This Certificate will cover **you** whilst in the course of or in connection with **your** occupation with the **Assured** during the **period of insurance**, including commuting directly to and from home and place of work.

#### OT 3 – Business Travel only

This Certificate will cover **you** for **bodily injury** sustained during the **period of insurance** whilst on a **business trip** having a destination outside **Ireland**.

Each **trip** is considered to be a separate insurance.

In the event of this Certificate not being renewed with **your** broker, all cover will cease no later than 30 days after expiry in respect of **trip(s)** commencing during the **period of insurance**.

### PART B - BUSINESS TRAVEL

**Your** Certificate will cover **you** during the **period of insurance** whilst on a **business trip** undertaken on behalf of the **assured** having a destination outside **Ireland**.

Note: Cancellation cover operates from the date of booking a **business trip** or the commencement date of the **period of insurance**, whichever is the later, until commencement of the **trip** or expiry of the **period of insurance** whichever is the earlier.

Each **trip** is considered to be a separate insurance, each being subject to the terms, Definitions, Conditions and Exclusions contained in, endorsed on, or listed in the Schedule.

In the event of this Certificate not being renewed with **your** broker all cover will cease in respect of **trips** commencing during the **period of insurance**, no later than 30 days after expiry.

## OPTIONAL EXTENSIONS APPLICABLE TO PART A – OT3 AND PART B

The following covers apply only if the schedule shows that they are included.

#### **Ireland** Business Travel

This Certificate is extended to cover **you** during the **period of insurance** whilst on a **business trip** having a destination within **Ireland** provided such **trip** involves an air flight or an overnight stay.

#### Holiday Travel Optional Extension

This Certificate is extended to include holiday travel up to a maximum of 30 days any one **trip** and commencing during the **period of insurance**. **Trips** will be covered for the persons specified, their **partner** and accompanying **dependent children**, having a destination outside **Ireland** (or within **Ireland** if involving an air flight or an overnight stay) and not involving any hazardous activities (other than Winter Sports), unless declared to and agreed by **us**.

Note: Cancellation cover operates from the date of booking a **trip** or the commencement date of the **period of insurance**, whichever is the later, until commencement of the **trip** or expiry of the **period of insurance** whichever is

the earlier.

## PART A - PERSONAL ACCIDENT OR PERSONAL ACCIDENT & ILLNESS

**We** will pay the **sum insured** to the **insured person(s)**, or the Executors or Administrators, in accordance with items 1-10 in the Schedule of Compensation in the event of **you** sustaining **bodily injury** or in accordance with items 11-14 in the Schedule of Compensation in the event of **you** sustaining **illness**, subject to the terms, Definitions, Conditions and Exclusions contained in, endorsed on, or listed in the Schedule.

This Certificate insures only those items which have a **sum insured** entered by them in the Schedule of Compensation. Items not insured have the words "NOT COVERED" by them.

## EXTENSIONS APPLICABLE TO PART A

### DEPENDENT'S BENEFIT

In the event of a valid claim under Item 1, **we** will pay an additional sum of EUR 10,000 for each **dependent child**.

Should there be a valid claim under Item 1 involving both **you** and **your partner** in the same **accident**, this additional sum will be increased to EUR 20,000

The maximum sum payable by **us** under this extension will be EUR 20,000 regardless of the number of **dependent children**.

### FUNERAL EXPENSES BENEFIT

In the event of a valid claim under Item 1, **we** will pay reasonable funeral expenses incurred up to EUR 7,500 any one **insured person(s)** subject to the total amount payable under this extension and any cover provided within PART B, Section 1, paragraph 4 not exceeding EUR 7,500 in total.

### HOSPITAL IN-PATIENT AND COMA BENEFIT

APPLICABLE WHERE THE **OPERATIVE TIME** IS OT1 OR OT2 ONLY

In the event of **you** sustaining **bodily injury** and being admitted to a hospital as an in-patient or certified as being housebound within **Ireland** by a **medical practitioner**, **we** will pay the following: -

Part A An amount of EUR 50 per day or part thereof up to a maximum of 365 days. This amount will increase to EUR 100 on public or bank holidays in **Ireland**.

Part B During a valid claim under Part A above, if **you** are in a continuous comatose state, **we** will pay an additional amount of EUR 50 per day or part thereof whilst **you** remain unconscious, up to a maximum of 730 days.

Additionally, **we** will pay the reasonable cost of transporting any person authorised by the **assured** to visit **you** whilst in hospital, up to a total amount of EUR 2,500

## PERMANENT DISABILITY

Provided Item 6 is covered, the Schedule of Compensation will be extended to include the following permanent disabilities in the event of **you** sustaining **bodily injury**.

Compensation payable in respect of the following benefits will be:

- i. **Paraplegia** EUR 50,000
- ii. **Quadriplegia** EUR 100,000

Compensation payable in respect of the following benefits will be the percentage, as shown, of the **sum insured** provided under Item 6 of the Schedule of Compensation.

Loss by amputation or permanent total loss of use of: -

- iii. One thumb 30%
- iv. One index finger 20%
- v. Any other finger 10%
- vi. Shoulder or elbow 25%
- vii. Wrist 20%

Loss by amputation or permanent total loss of use of: -

- viii. One big toe 15%
- ix. Any other toe 5%
- x. Hip, knee, or ankle 20%
- xi. Lower jaw by surgical operation 30%

## CONDITIONS APPLICABLE TO PERMANENT DISABILITY EXTENSION

- a) If compensation is payable in respect of one **insured person(s)** under more than one form of permanent disability as a result of one **accident**, the total amount payable will not exceed 100% of the **sum insured** under item 6 of the Schedule of Compensation other than in respect of **paraplegia** and **quadriplegia** which will be payable in addition, as outlined above.
- b) In the event of **you** sustaining any permanent disability not noted above the compensation payable will be calculated by assessing the degree of disability relative to this extension, but without reference to **your** occupation.
- c) If compensation is payable for loss of or loss of use of a whole member of the body then compensation for parts of that member cannot also be claimed.

## PERSONAL PROPERTY FOLLOWING ASSAULT BENEFIT

In the event of **you** sustaining loss of or damage to **personal property** as a direct result of an unprovoked assault during the **operative time**, **we** will pay up to a maximum of EUR 250 for replacement or repair of such **personal property**.

## RETRAINING EXPENSES BENEFIT

In the event of a valid claim under items 2 to 6, **we** will reimburse the **assured** up to EUR 25,000 for reasonable expenses incurred within 24-months of the date of the **accident** in retraining **you** for an alternative occupation with the **assured**.

## VISITORS AND GUESTS BENEFIT

APPLICABLE WHERE THE **OPERATIVE TIME** IS OT1 OR OT2 ONLY

This Certificate is extended to include cover under Items 1 to 5 of the Schedule of Compensation in respect of third party visitors whilst on the **assured's** premises in a business capacity or guests whilst on a corporate event arranged by the **assured**. The **sum insured** will be for each such third party EUR 20,000 (EUR 8,000 for Item 5a). This extension will not apply to paying customers.

## DELAYED RETURN TO IRELAND

APPLICABLE WHERE THE **OPERATIVE TIME** IS OT3

If **you** have not returned to **Ireland** by the expected expiration date of a **trip** for reasons which are beyond **your** control, this Certificate will remain in force from such expected expiration date for a further 30 days or until return, whichever is the earlier, without additional premium.

## HI-JACK

APPLICABLE WHERE THE **OPERATIVE TIME** IS OT3

In the event of **you** being **hi-jacked**, cover will continue whilst **you** are subject to the control of the person(s) or their associates making the **hi-jack**, and during travel direct to **Ireland** and/or original destination, up to twelve months from the date of the **hi-jack**.

## PARTNERS AND DEPENDENT CHILDREN'S TRAVEL

APPLICABLE WHERE THE **OPERATIVE TIME** IS OT3

This Certificate is extended to cover **your partner** and/or **dependent children** and/or one member of **your domestic staff** whilst accompanying **you** on a **business trip**.

## CONDITIONS APPLICABLE TO PART A

1. (a) Compensation will not be payable under more than one of the items of the Schedule of Compensation in respect of the consequences of one **accident** or one **illness**, except for any compensation payable in respect of one **accident** for **temporary partial disablement** preceding or following **temporary total disablement** and  
(b) No weekly compensation will become payable until the total amount thereof has been ascertained and agreed by **us**. If, nevertheless, payment be made for weekly compensation, the amount so paid will be deducted from any lump sum becoming claimable in respect of the same **accident** or **illness**.
2. The total sum payable under this Certificate in respect of any one or more claims will not exceed in all during the **period of insurance** the largest amount of benefit payable under any one of the items contained in the Schedule of Compensation or added to this Certificate by endorsement, except that **we** will in addition pay in accordance with the EXTENSIONS APPLICABLE TO PART A as provided within this Certificate.
3. If Item 1 of the Schedule of Compensation is not covered then no claim will be payable, other than for weekly compensation and/or any of the EXTENSIONS APPLICABLE TO PART A as provided, in respect of any **accident** which would have given rise to a claim under Item 1 had that item been covered.
4. If Item 1 of the Schedule of Compensation is covered and an **accident** causes **your** death within twelve months following the date of the **accident** and prior to the definite settlement of the compensation for disablement provided for under Items 2 to 6 of the Schedule of Compensation, there will be paid only the compensation provided for in the case of death.



- . In respect of **partners, dependent children** and **domestic staff**: -
  - (a) The **Sum Insured** in respect of Items 1 to 6 and Items 9 and 10 of the Schedule of Compensation will be as stated in the Schedule of Compensation or EUR 75,000 (EUR 30,000 in respect of Item 5a), whichever the lesser.
  - (b) Items 7, 8 and 11 will be considered "Not Covered".
- 6. In respect of **dependent children**, the **sum insured** by Item 1 of the Schedule of Compensation will be limited to EUR 20,000 unless they are over 18 years of age and in full time and remunerative employment.
- 7. In respect of **dependent children**, the Definition of **permanent total disablement** will be amended to read: -  
**PERMANENT TOTAL DISABLEMENT** means disablement that entirely prevents **you** from attending full time education for a period of 12 consecutive months and at the end of that period is beyond hope of improvement and without prospect of being able to undertake any gainful occupation or of being able to support **yourself** financially.
- 8. In respect of **partner(s)** or **domestic staff**, the Definition of **permanent total disablement** will be amended to read: -  
**PERMANENT TOTAL DISABLEMENT** means disablement which entirely prevents **you** from attending to any business or occupation of any and every kind and which lasts 12 consecutive months and at the expiry of that period is beyond hope of improvement.
- 9. In the event of an **accident** involving more than one **insured person(s)** where the claim exceeds the **accumulation limit** specified in the Schedule of Compensation, the compensation payable in respect of each **insured person(s)** will be proportionately reduced until the total does not exceed that limit.

#### EXCLUSIONS APPLICABLE TO PART A

In addition to the GENERAL EXCLUSIONS, and where this Certificate includes compensation for **illness**, this Certificate does not cover: -

1. Any claims arising from physical or mental conditions or disabilities of a recurring or chronic nature, whether diagnosed or not, for which an **insured person** has sought advice, diagnosis, treatment or counselling or of which the **insured person(s)** were aware or should have been aware at the start of the **period of insurance** or for which an **insured person** has been treated during the 12 months prior to the start of the **period of insurance** or prior to date of **your** addition to this Certificate, whichever is the later.
2. If **you** are aged 65 years of age or older at commencement of the **period of insurance**.
3. Any claim arising out of any condition caused by, prolonged by, or aggravated by any psychiatric, mental or nervous disorder, including anxiety and/or depression.
4. any claim arising from all other employment elsewhere if **you** are not solely employed by the **assured**.

#### ADDITIONAL EXCLUSIONS applicable to OPERATIVE TIME OT3 – Business Travel only: -

1. Any **trip** booked or commenced by **you** a) contrary to medical advice, or b) to obtain medical treatment, or c) after a terminal prognosis has been made.
2. Any part of any **trip** booked or commenced in the knowledge that such **trip** will exceed the maximum duration(s) shown within the Holiday Travel Optional Extension, or any attaching endorsement.

## PART B – BUSINESS TRAVEL

### CONDITIONS APPLICABLE TO PART B

No endorsement or amendment to this Certificate will override the Exclusions applicable to Section 6, Personal Liability.

### GENERAL EXCLUSIONS APPLICABLE TO PART B

In addition to the GENERAL EXCLUSIONS, this Certificate does not cover:

1. Any **trip** booked or commenced by **you** a) contrary to medical advice, or b) to obtain medical treatment, or c) after a terminal prognosis has been made.
2. Any part of any **trip** booked or commenced in the knowledge that such **trip** will exceed the maximum duration(s) shown in the Holiday Travel Optional Extension, or any attaching endorsement.
3. Any claim for expenses arising as a consequence of a loss (e.g. loss of earnings due to an **accident**).
4. Any claim arising out of one event of less than EUR 50 (fifty) each **insured person(s)**, other than by Section 5 – Travel Delay and Section 9 – the Delayed **Personal Property Extension**.

**Additional Exclusion** only applicable to **insured persons** travelling on **business trips** that exceed 3 months duration:

-

5. This Certificate excludes all claims arising from physical or mental conditions or disabilities of a recurring or chronic nature whether diagnosed or not, for which an **insured person** has sought advice, diagnosis, treatment or counselling or of which they were aware or should have been aware at the start of the **period of insurance** or for which an **insured person** has been treated start of the **period of insurance** or prior to date of **your** addition to this Certificate, whichever is the later.

### EXTENSIONS APPLICABLE TO PART B

#### DELAYED RETURN TO IRELAND

If **you** have not returned to **Ireland** by the expected expiration date of a **trip** for reasons which are beyond **your** control, this Certificate will remain in force from such expected expiration date for a further 30 days or until return, whichever is the earlier, without additional premium.

#### HI-JACK

In the event of **you** being **hi-jacked**, cover will continue whilst **you** are subject to the control of the person(s) or their associates making the **hi-jack** and during travel directly to **Ireland** and/or original destination, up to twelve months from the date of the **hi-jack**.

#### PARTNERS AND DEPENDENT CHILDREN'S TRAVEL

This Certificate is extended to cover **your partner** and/or **dependent children** and/or one member of **your domestic staff** whilst accompanying **you** on a **business trip**.

## SECTION 1. MEDICAL AND ADDITIONAL EXPENSES

The following cover applies only if the schedule shows that it is included

### What is covered

**We** will pay up to the **sum Insured** each **insured person** for the following expenses should **you** suffer **bodily injury** or **illness** during the **operative time** :-

1. Normal and necessary expenses incurred outside **Ireland** for medical or surgical treatment including specialists' fees, emergency dental treatment, emergency ophthalmic fees, hospital, nursing home and nursing attendance charges, physiotherapy, massage and manipulative treatment, surgical and medical requisites and ambulance charges.
2. Reasonable additional accommodation and repatriation expenses incurred by **you** and any one **close relative** or business associate who has to remain or travel with **you**.
3. Reasonable travel and accommodation expenses of two persons to travel from **Ireland** if their presence with **you** is necessary on medical grounds.
4. Reasonable expenses incurred in transporting **your** remains or ashes to **your** former place of residence in **Ireland** or reasonable funeral expenses incurred abroad. These expenses will be payable in the event of **your** suicide, notwithstanding GENERAL EXCLUSION 7.
5. Expenses incurred with the prior consent and authorisation of the Emergency Service Company detailed on page 7, for the provision of an air ambulance or the use of air transport, including qualified attendants, to repatriate **you** to **Ireland**.

### **Ireland** In-Patient **Medical Expenses** Extension

In the event of a valid claim by paragraph 1 of this Section, **we** will pay hospital in-patient **Medical Expenses** necessarily incurred within 3-months of **your** return to **Ireland** up to a maximum of EUR 50,000.

### EXCLUSIONS (What is not covered)

In addition to the GENERAL EXCLUSIONS and the GENERAL EXCLUSIONS APPLICABLE TO PART B, **we** will not be liable to pay for: -

1. The costs of continuing regular medication for any condition for which medical advice or treatment is being followed at the time of booking or commencing a **trip**.
2. Any expenses incurred more than 24 months after the date the first expense was incurred or any continuing expense incurred after **you** have refused the option of repatriation to **Ireland**.
3. Any claim for repatriation on the grounds of the fear of contracting Acquired Immune Deficiency Syndrome (A.I.D.S.), A.I.D.S. Related Complex (A.R.C.) or Human Immunodeficiency Virus (H.I.V.) from medical treatment.

## SECTION 2. CANCELLATION AND CURTAILMENT

The following cover applies only if the schedule shows that it is included

### What is covered

**We** will pay up to the **sum insured** each **insured person(s)** for any irrecoverable payments paid or contracted to be paid for travel, accommodation and unused pre-booked excursions (including reasonable additional travel and accommodation expenses incurred for return to **Ireland**) should the **trip** be cancelled or curtailed during the **operative time**, directly as a result of any cause outside of the control of the **assured** and/or **insured person(s)**.



### EXCLUSIONS (What is not covered)

In addition to the GENERAL EXCLUSIONS and the GENERAL EXCLUSIONS APPLICABLE TO PART B, **we** will not be liable to pay for: -

1. Any claims attributable to any condition or set of circumstances known to the **assured** and/or **insured person** at the time of taking out this Certificate or booking a **trip**, where such condition or set of circumstances could reasonably have been expected to give rise to cancellation or curtailment of a **trip**.
2. Any claims where medical or other suitable evidence is not provided as proof of the necessity to cancel or curtail a **trip**.
3. **Your** disinclination to travel or to complete the **trip**.
4. Any claim arising as a result of the default or financial failure of any transport or accommodation provider, of any agent acting for them or of any agent acting for the **assured** or **insured person**.
5. Any claim arising as a result of regulations or order made by any public authority or government.
6. Any claim arising as a result of the withdrawal from service, temporary or otherwise of any public conveyance on the order or recommendation of the manufacturer, the Civil Aviation Authority, Port Authority or any similar organisation.

### SPECIAL CONDITION APPLICABLE TO SECTION 2

In addition to the GENERAL CONDITIONS and the CONDITION APPLICABLE TO PART B: -

1. If any one occurrence or event results in more than one **insured person** making a claim, **our** maximum liability is EUR 50,000 in total.
2. Any claims for curtailment must be pre-authorised by the Emergency Service Company shown in the section 24 Hour Emergency Medical Service.

## SECTION 3. EMPLOYEE REPLACEMENT

The following cover applies only if the schedule shows that it is included

### What is covered

**We** will pay up to the **sum insured** each **insured person(s)** for any additional expense necessarily and reasonably incurred should the **trip** be curtailed during the **operative time**, directly as a result of any cause outside of the control of the **insured person(s)** : -

1. To return the **insured person(s)** to **Ireland**.
2. To recruit and send a replacement to complete the duties of the original **insured person(s)** or
3. To return the original **insured person(s)** to complete the curtailed **trip**.

### EXCLUSIONS (What is not covered)

In addition to the GENERAL EXCLUSIONS and the GENERAL EXCLUSIONS APPLICABLE TO PART B, **we** will not be liable to pay for: -

1. Any claims attributable to any condition or set of circumstances known to the **assured** and/or **insured person** at the time of commencing this Certificate or booking a **trip**, where such condition or set of circumstances could reasonably have been expected to give rise to the possibility of replacement.
2. Any claim where medical or other suitable evidence is not provided as proof of the necessity to replace the

***insured person(s).***

3. Any disinclination of the ***insured person(s)*** to complete the ***trip***.
4. The salary of the replacement person if the ***assured*** already pays that person a remuneration.

#### SECTION 4. JOURNEY CONTINUATION

The following cover applies only if the schedule shows that it is included

##### **What is covered**

**We** will pay up to the ***sum insured*** each ***insured person(s)*** for reasonable additional travel and accommodation expenses incurred to enable ***you*** to reach a reserved overseas travel connection or accommodation or to return home to ***Ireland*** if during the ***operative time***, ***you*** fail to reach such destination directly as a result of any cause beyond the control of the ***assured*** and/or ***insured person***.

##### **EXCLUSIONS (What is not covered)**

In addition to the GENERAL EXCLUSIONS and the GENERAL EXCLUSIONS APPLICABLE TO PART B, ***we*** will not be liable to pay for: -

1. Any claims attributable to any condition or set of circumstances known to the ***assured*** and/or the ***insured person(s)*** at the time of taking out this Certificate or booking a ***trip***, where such condition or set of circumstances could reasonably have been expected to give rise to the possibility of the missed departure or delay of a ***trip***.
2. Any claim where suitable evidence is not provided.
3. Any disinclination of the ***insured person(s)*** to travel or complete the ***trip***.
4. Any claim arising as a result of the default or financial failure of any transport or accommodation provider, of any agent acting for them or of any agent acting for the ***assured*** or the ***insured person(s)***.
5. Any claim arising as a result of regulations or order made by any authority or government.
6. Any claim arising as a result of the withdrawal from service, temporary or otherwise, of any public conveyance on the order or recommendation of the manufacturer, the Civil Aviation Authority, the Port Authority or any similar organisation.

#### SECTION 5. TRAVEL DELAY

The following cover applies only if the schedule shows that it is included

##### **What is covered**

**We** will pay each ***insured person(s)*** up to the ***sum insured*** for each completed 4 hour period of delay (subject to the maximum amount shown in the Schedule of Compensation) during the ***operative time***, should the aircraft, sea vessel, coach or train on which ***you*** are booked to travel, be delayed as a result of strike, locked out workers, industrial action, riot or civil commotion, bomb scare, criminal or terrorist action, hi-jack, fire, avalanche, landslide, earthquake, flood, adverse weather conditions, or accident to or mechanical breakdown of such aircraft, sea vessel, coach or train.

OR

In the event of delay due to the incidents specified above of at least 24 hours, Section 2, Cancellation and Curtailment ***we*** will pay each ***insured person(s)*** up to the ***sum insured*** for any irrecoverable payments paid or contracted to be paid in respect of travel, accommodation and unused pre-booked excursions in the event of the cancellation of a ***trip***.



#### EXCLUSIONS (What is not covered)

In addition to the GENERAL EXCLUSIONS and the GENERAL EXCLUSIONS APPLICABLE TO PART B **we** will not be liable to pay for: -

1. Any claims attributable to any condition or set of circumstances known to the **assured** and/or **insured person(s)** at the time of taking out this Certificate or booking a **trip**, where such condition or set of circumstances could reasonably have been expected to give rise to a claim under this Section.
2. Any claims arising directly or indirectly out of, or in any way connected with the failure of the **insured person** to check in according to their itinerary and obtain written confirmation from the carriers, or their handling agents, of the number of hours delay and the reason for such delay.

### SECTION 6. PERSONAL LIABILITY

The following cover applies only if the schedule shows that it is included

#### What is covered

**We** will indemnify up to the **sum insured** each **insured person**, any one event or series of events (including legal expenses), should **you** become legally liable to pay claims for accidental **bodily injury** to the public or accidental loss of or damage to property, occurring during the **operative time**.

#### EXCLUSIONS (What is not covered)

In addition to the GENERAL EXCLUSIONS and the GENERAL EXCLUSIONS APPLICABLE TO PART B, **we** will not be liable to pay for: -

1. Any claims arising out of accidental **bodily injury** to any member of **your** family or household or any **employee**.
2. Any claims arising out of accidental loss of or damage to, property belonging to or in **your** care, custody or control or any member of **your** family or household or of any **employee**.
3. Any claims arising out of the ownership, possession or use of any horse drawn or mechanically propelled vehicle (other than golf buggies), aircraft (including drones), waterborne craft (other than sailboards, surfboards, canoes, rowing dinghies, foot or hand propelled paddle boats, and inflatable dinghies), firearms or animals.
4. Any claims arising out of the ownership, possession, occupation or use of lands, or buildings.
5. Any claims arising out of **your** profession, occupation or business or arising out of liability assumed under a contract, if such liability would not otherwise have attached.

#### SPECIAL CONDITIONS APPLYING TO SECTION 6

In addition to the GENERAL CONDITIONS and the CONDITION APPLICABLE TO PART B: -

1. **You** must not make any admission of liability whatsoever, or make any arrangements, offer, promise or payment without **our** written consent.
2. **We** will be entitled, if **we** so desire, to take over and conduct in **your** name, the defence of any claim or to prosecute in **your** name for **our** own benefit any claims for indemnity or damages or otherwise against any third party, and will have full discretion in the conduct of any negotiations or proceedings or the settlement of any claim. **You** will, whenever possible, give all such information and assistance as **we** may require. **We** will only ask for information and/or assistance in relation to the claim.



## SECTION 7. LEGAL EXPENSES

The following cover applies only if the schedule shows that it is included

### What is covered

**We** will pay up to the **sum insured** each **insured person** for legal expenses incurred by or on behalf of the **insured person** in the pursuit of a claim for damages against a third party who has caused the **insured person bodily injury** or **illness** during the **operative time**.

### EXCLUSIONS (What is not covered)

In addition to the GENERAL EXCLUSIONS and the GENERAL EXCLUSIONS APPLICABLE TO PART B, **we** will not be liable to pay for: -

1. Legal expenses incurred without **our** written consent (which will not be unreasonably withheld).
2. Legal expenses incurred in connection with any criminal act deliberately or intentionally committed by **you**.
3. Actions against travel agents, tour operators, **us** and **our** agents, **you or your** family or the **assured**.

### SPECIAL CONDITIONS APPLYING TO SECTION 7

In addition to the GENERAL CONDITIONS and the CONDITION APPLICABLE TO PART B: -

1. **We** will be entitled to nominate and appoint a legal representative to act on **your** behalf and to have direct access to the legal representative at all times.
2. **We** reserve the right to withdraw at any stage giving 10 days notice and thereafter **we** will not be liable for any further expenses.

## SECTION 8. HOSPITAL BENEFIT

The following cover applies only if the schedule shows that it is included

### What is covered

**We** will pay each **insured person(s)** up to the **sum insured** should **you** suffer **bodily injury** or **illness** during the **operative time**: -

1. The amount specified in the Schedule of Compensation for each day or part thereof, up to a maximum of 365 days, that **you** spend in hospital as an in-patient during the **operative time**. This daily amount will be doubled during public or bank holidays in **Ireland**.
2. Normal and necessary expenses incurred in hospital as an in-patient, up to a maximum of 3 months immediately following the date of **your** return to **Ireland**.

### EXCLUSIONS (What is not covered)

In addition to the GENERAL EXCLUSIONS and the GENERAL EXCLUSIONS APPLICABLE TO PART B, **we** will not be liable to pay for: -

1. Any claims that are claimable under the HOSPITAL IN-PATIENT AND COMA BENEFIT EXTENSION of PART A.

## SECTION 9. PERSONAL PROPERTY AND MONEY

The following cover applies only if the schedule shows that it is included

### What is covered

**We** will pay each **insured person(s)** up to the **sum insured** in all in the event of loss of or damage to **personal property** and/or **money** (including reasonable expenses incurred as a result of loss of **money**), during the **operative time**, subject to: -

1. The limit shown in the Schedule of Compensation for **personal property** and/or **money**.
2. The limit shown in the Schedule of Compensation for any one article, pair or set of articles.
3. The limit shown in the Schedule of Compensation for cash.

### EXCLUSIONS (What is not covered)

In addition to the GENERAL EXCLUSIONS and the GENERAL EXCLUSIONS APPLICABLE TO PART B **we** will not be liable to pay for: -

1. Any claim due to moth, vermin, wear and tear and gradual deterioration, or **money** shortages due to error, omission or depreciation in value.
2. Any claim arising from delay, confiscation or detention by customs or any other authority.
3. Any claim in respect of **personal property** belonging to the **insured person(s)** if otherwise insured.
4. Any claim in respect of **valuables** or **money** whilst in the custody of a carrier.
5. Any claim arising out of electrical and/or mechanical breakdown.
6. Any claim arising from the fraudulent use of credit cards, charge cards or banker's cards, if **you** and/or the **assured** have not reported the loss of the card to the issuing bank or company, and otherwise not complied with the terms and conditions under which the card was issued. **Our** liability will be limited to any loss not covered by any guarantee given by the issuing bank or company to **you** and/or the **assured**.

### SPECIAL CONDITION APPLYING TO SECTION 9

In addition to the GENERAL CONDITIONS and the CONDITION APPLICABLE TO PART B: -

1. In the event of loss or damage by a carrier, **you** must obtain a Property Irregularity Report within 7 days of the loss.

#### Note: -

1. If **you** purchase a comparable replacement for a lost or damaged article, **we** will pay for the replacement cost, providing that such article was less than 2 years old at the time, and that evidence of the original purchase is provided. For articles of 2 years old or more, or if the article is not actually replaced, or evidence of the original purchase cannot be provided, payment will be based upon the value of such article at the time of loss, or the cost of repair.
2. In respect of foreign currency and signed travellers cheques only, cover will be effective from the time of collection from a bank or travel agent or from 5 days prior to commencement of a **trip**, whichever is the later, and up to 5 days after completion of a **trip**, or time of conversion or encashment, whichever is the earlier.

### DELAYED PERSONAL PROPERTY EXTENSION

If **personal property** is temporarily lost by the carrier during the **operative time**, **we** will pay each **insured person(s)** up to the **sum insured** for the purchase of immediate necessities, but such payment will be deducted from the final claim under this Section if the loss becomes permanent.

Receipts for such purchases must be provided.

**ADDITIONAL EXCLUSION APPLICABLE TO THIS EXTENSION**

1. **We** will not be liable to pay for any claims occurring during return travel to *Ireland*.

#### LOSS OF KEYS EXTENSION

If **you** lose the keys to **your** main permanent residence during the **operative time**, **we** will reimburse **you** any reasonable cost of parts and labour to replace the relevant keys or locks.

#### SECTION 10. HI-JACK, KIDNAP AND DETENTION

The following cover applies only if the schedule shows that it is included

##### What is covered

**We** will pay each **insured person(s)** up to the **sum insured** in the event of **your** detainment, internment, **hi-jack**, or kidnap during the **operative time**: -

1. The amount specified in the Schedule of Compensation for each completed 24-hour period of detention.
2. Up to the **sum insured** for legal, travel, accommodation and related incidental expenses reasonably and necessarily incurred to secure **your** release.

Items 1, 2 and this Section as a whole, are subject to the limits shown in the Schedule of Compensation.

##### EXCLUSIONS (what is not covered)

In addition to the GENERAL EXCLUSIONS and the GENERAL EXCLUSIONS APPLICABLE TO PART B, **we** will not be liable to pay for: -

1. Any claim relating to payment of ransom monies.
2. Any claim arising out of any act(s) by **you** that would be considered an offence by a court of **Ireland** if committed in **Ireland**.
3. Any claim where **your** detainment, internment, **hi-jack** or kidnap is for a period of less than 3 days.
4. Any detention, internment or kidnap that occurs in Afghanistan, Colombia, Iraq, Mexico, Nigeria, Pakistan, Philippines, Somalia, Venezuela or Yemen.

#### SPECIAL CONDITIONS APPLYING TO SECTION 10

In addition to the GENERAL CONDITIONS and the CONDITION APPLICABLE TO PART B: -

1. **You** have not engaged in any political or other activity that would prejudice this Certificate.
2. **You** have no family or business connections that could be expected to prejudice this this Certificate or increase **our** risk.
3. All visas and documents are in order.

#### SECTION 11. CAR HIRE EXCESS WAIVER

The following cover applies only if the schedule shows that it is included

##### What is covered

**We** will pay up to the **sum insured** each **insured person** for any monetary excess or deductible that **you** are legally liable to pay in respect of loss of or damage to a rental car hired by **you** during the **operative time**.

### EXCLUSIONS (What is not covered)

In addition to the GENERAL EXCLUSIONS and the GENERAL EXCLUSIONS APPLICABLE TO PART B, **we** will not be liable to pay for: -

1. Any claim arising out of loss of or damage due to the operation of the rental car in violation of the terms of the rental agreement.
2. Any claim due to wear and tear, corrosion, rot of any kind, woodworm, fungus, mildew, rust, insects, moth, vermin, any cause that happens gradually, or mechanical or electrical breakdown.

### SPECIAL CONDITIONS APPLYING TO SECTION 11

In addition to the GENERAL CONDITIONS and the CONDITION APPLICABLE TO PART B: -

1. The rental car must be rented from a licensed rental agency.
2. As part of the rental agreement, **you** must agree to accept all comprehensive motor insurance and waivers offered by the licensed rental agency, whether discretionary or mandatory, against loss of or damage to the rental car during the rental period.
3. **You** must comply with all the requirements of the licensed rental agency under the rental agreement and of the car insurer.

## SECTION 12. POLITICAL EVACUATION

The following cover applies only if the schedule shows that it is included

### What is covered

**We** will reimburse the **insured person(s)** for **evacuation and repatriation costs** and **expenses** due to **political evacuation** or **political instability**.

The maximum **we** will pay under this extension is EUR 50,000 any one **political evacuation** and in the annual aggregate for **evacuation and repatriation costs** and EUR 100 per **insured person(s)** per day for a maximum of 30 days in respect of **expenses**.

### ADDITIONAL DEFINITIONS APPLICABLE TO SECTION 12

**ADVISORY** means a formal recommendation of the **appropriate authorities** that **you** or a class of person that includes the **insured person(s)** leaves the **host country**.

**APPROPRIATE AUTHORITIES** means any legally empowered regulatory, governmental or local authority of **Ireland**.

**EVACUATION AND REPATRIATION COSTS** means costs incurred by the **assured** or **you** for **your** emergency evacuation within 30 days prior to an **insured event**, and the 10 days after the **insured event** to the nearest place of safety or for **your** repatriation to **Ireland**.

Note: **Evacuation and repatriation costs** will be paid once each **insured person(s)** per **Insured Event**.

**EXPENSES** means the costs of accommodation, transportation, food and any other reasonable and necessary expenses for up to 30 days until such time as **you** can be repatriated to **Ireland**.

**EXPROPRIATION** means when a public agency takes private property for a purpose considered to be in the public interest

**HOST COUNTRY** means the country in which **you** are located.

***INSURED EVENT*** means any occurrence described under ***political evacuation*** or ***political instability*** definitions.

**PERSONA NON-GRATA** means a foreign person whose entering or remaining in a particular country is prohibited by that country's government.

**POLITICAL EVACUATION** means **you** being expelled or declared **persona non-grata** on the written authority of the recognised government of the **host country**, or the wholesale seizure, confiscation or **expropriation** of the property, plant or equipment of the **assured**.

**POLITICAL INSTABILITY** means political or military events involving the **host country** such that the **appropriate authorities** issue an **advisory** ordering the departure of all **Ireland** governmental personnel in non-emergency positions and their dependents from the **host country**, or such that the **assured** receives direct instructions or recommendation to evacuate from the **appropriate authorities**. All such related and/or connected incidents will be considered a single event, and all losses arising will be considered to be a single loss. All acts or events having a common cause (including continuous or repeated exposure to conditions) or carried out by any person, group or collaborating groups will be treated as related and/or connected incidents.

#### **EXCLUSIONS (What is not covered)**

In addition to the GENERAL EXCLUSIONS and the GENERAL EXCLUSIONS APPLICABLE TO PART B, **we** will not be liable to pay for: -

1. Any claim arising from or attributable to an alleged violation of the laws of the **host country** by the **assured** or by **you**.
2. Any claim which results from the failure of the **assured** or **you** to maintain and possess duly authorised and issued required documents and visas, unless **we** determine ~~in their sole discretion~~ that such claims were intentionally false, fraudulent and malicious and made solely to achieve political, propaganda and/or coercive effect upon or at **your** expense or that of the **assured**
3. Any debt, insolvency, commercial failure, the repossession of any property or any other financial cause.
4. Any claim arising from or attributable, in whole or in part, to the non-compliance by the **assured** or **you** with any obligation specified in a contract or licence or failure by the **assured** or **you** to provide bond or other security because of any liability assumed by the **assured** or **you** under any contract, whether written or oral, unless **our** specific consent is endorsed on this Certificate prior to an **insured event**.
5. Any shortfall in currency should an exchange rate be fixed by a legally constituted authority.
6. Any claim if **you** are a citizen of the **host country**.
7. Any claim arising from or attributable to any set of circumstances known to the **assured** and/or **you** at the time of taking out this Certificate or booking a **trip** where such set of circumstances could reasonably be expected to give rise to a claim.

#### **SPECIAL CONDITION APPLYING TO SECTION 12**

If an incident occurs which may result in an **insured event** the **assured** must contact the Emergency Service Company as detailed on page 7. No claim will be admitted unless the 24 Hour Emergency Service Company are contacted prior to any **evacuation and repatriation costs** and **expenses** being incurred.

## SECTION 13. WINTER SPORTS

The following cover applies only if the schedule shows that it is included

### What is covered

#### SKI PASSES, SKI HIRE, SKI CLOTHING HIRE AND TUITION FEES

**We** will pay up to EUR 250 (two hundred and fifty) each **insured person(s)** for any irrecoverable payments in respect of: -

1. The unused proportion of any ski pass lost during the **operative time**.
2. The unused proportion of any ski pass, ski hire, ski clothing hire and tuition fees if: -
  - (a) **You** suffer **bodily injury** or **illness** during the **operative time** that is certified by a local **medical practitioner**, or
  - (b) There is a valid claim by Section 2 of PART B – Cancellation and Curtailment.

#### PISTE CLOSURE

In the event that all skiing facilities at a pre-booked resort outside **Ireland** are closed due to lack of snow during the **operative time**, **we** will pay: -

1. Up to EUR 10 per day for additional travel expenses incurred in reaching an alternative skiing site, or
2. EUR 20 per day when an alternative skiing site is not available.

The maximum amount payable under this Section is EUR 200 each **insured person**.

#### AVALANCHE

**We** will pay up to EUR 150 each **insured person(s)** for additional accommodation and travel expenses incurred if, as a result of avalanche, landslide or landslip, **you** are unavoidably delayed from leaving **your** pre-booked resort outside **Ireland** during the **operative time**.

#### EXCLUSIONS (What is not covered)

In addition to the GENERAL EXCLUSIONS and the GENERAL EXCLUSIONS APPLICABLE TO PART B, **we** will not be liable to pay for: -

1. Any claims for travel expenses where the Tour Operator has made alternative travel arrangements.
2. Any claims for Piste Closure or Avalanche arising within **Europe** and occurring during the period from 1st May to 30th November inclusive.