



KEMTER INSURANCE AGENCIES  
SUB-AGENCIES AND CONSULTANTS LTD

Coverholder at **LLOYD'S**

# Policy

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## Kemter Travel Insurance

Form KCNPTRW 09 2024 v1.3



# Policy

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# Policy

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## 1. Introduction

This policy is underwritten by **Us** and arranged through **Kemter** in accordance with the authority granted under the Unique Market Reference stated in the **Schedule**.

This policy consists of the Policy Definitions, Exclusions and Conditions, the **Schedule**, the coverage Sections stated in the **Schedule** and **Endorsements**, if any, all of which are a single document and are to be read as one contract. In deciding to accept this policy and in setting the terms and premium **We** have relied on the information which **You** have provided to **Us**.

**We** will, in consideration of the payment of the premium by **You**, insure each **Insured Person**, subject to the terms and conditions of this policy, against the events set out in the coverage Sections and occurring in connection with each **Trip** undertaken by the **Insured** anywhere in the world, during the **Period of Insurance** or any subsequent period for which **We** agree to accept payment of premium.

Please read this policy carefully and make sure that it meets **Your** needs. If any corrections are necessary **You** should contact **Kemter** through whom this policy was arranged.

Please keep this policy in a safe place – **You** may need to refer to it if **You** have to make a **Claim**.

### 1.1 Accessibility

Upon request **Kemter** can provide large print versions of the policy and the associated documentation including the Key Facts document. If **You** require an alternative format **You** should contact **Kemter** through whom this policy was arranged.

### 1.2 Data Protection

Any information provided to **Us** regarding **You** or any **Person Insured** will be processed by **Us** in compliance with the provisions of the Processing of Personal Data (Protection of the Individual) Regulation (EU) 2016/679, as amended each time, for the purpose of providing insurance and handling claims or complaints, if any. This may necessitate providing such information to third parties.

### 1.3 Third Party Rights

It is not the intention of this policy that any party except **Us** and those named or defined as **You** or other parties specifically insured by this policy should acquire any rights under or in relation to it nor be entitled to the benefit of any of its terms.

### 1.4 Law and Jurisdiction

This policy shall be governed by and construed in accordance with the laws of the country in which the risk is situated, without prejudice to the provisions set out in Regulation (EC) 593/2008, and if the country where the risk is situated cannot be determined (for example risks occurring in international waters), then the laws of the **Republic of Cyprus** shall apply. Each of the parties that the policy applies to irrevocably agrees that the courts of the **Republic of Cyprus** shall have exclusive jurisdiction to hear and decide any suit, action or proceedings, and/or to settle any disputes, which may arise out of or in connection with this policy or its formation or validity and, for these purposes, each party irrevocably submits to the jurisdiction of the courts of the **Republic of Cyprus**.

The language of this contract of insurance and all communications relating to it will be in Greek.

### 1.5 Interpretation

In this policy:

- (a) reference to any Act, statute or statutory provision shall include a reference to that provision as amended, re-enacted or replaced from time to time whether before or after the date of the inception of this policy;
- (b) if any term, condition, exclusion or **Endorsement** or part thereof is found to be invalid or unenforceable the remainder shall be in full force and effect;
- (c) the headings are for general reference only and shall not be considered when determining the meaning of this policy.



## 1.6 Cancellation and Cooling Off Period

### (a) Your Right to Cancel during the Cooling-Off Period

**You** are entitled to cancel this policy by notifying **Us** through Kemter within fourteen (14) days of either:

- (i) the date **You** receive this policy; or
- (ii) the start of **Your Period of Insurance**;

whichever is the later.

**We** will only refund you if **You** have not travelled, a full refund of any premium paid will be made unless **You** have made a **Claim** in which case the full premium is due.

### (b) Your Right to Cancel after the Cooling-Off Period

**You** are entitled to cancel this policy after the cooling-off period by notifying **Us** through **Kemter**. Any return of premium due to **You** will be calculated at a proportional daily rate depending on how long the policy has been in force unless **You** have made a **Claim** in which case the full premium is due.

If **You** cancel this policy outside the cooling-off period, there will be an additional charge, as stated in the **Schedule**, to cover the administrative cost of providing the policy.

### (c) Our Right to Cancel

**We** are entitled to cancel this policy, if there is a valid reason to do so, including for example:

- (i) any failure by **You** to pay the premium; or
- (ii) a change in risk which means **We** can no longer provide **You** with insurance cover; or
- (iii) non-cooperation or failure to supply any information or documentation **We** request, such as details of a **Claim**;

by giving **You** fourteen (14) days' notice in writing. Any return of premium due to **You** will be calculated at a proportional daily rate depending on how long the policy has been in force unless **You** have made a **Claim** in which case the full premium is due.

## 1.7 Information You Have Given Us

In deciding to accept this policy and in setting the terms including premium **We** have relied on the information which **You** have provided to **Us**. **You** must take care when answering any questions **We** ask by ensuring that any information provided is accurate and complete.

If **We** establish that **You** deliberately or recklessly provided **Us** with untrue or misleading information **We** will have the right to:

- (a) treat this policy as if it never existed;
- (b) decline all **Claims**; and
- (c) retain the premium.

If **We** establish that **You** carelessly provided **Us** with untrue or misleading information **We** will have the right to:

- (i) treat this policy as if it never existed, refuse to pay any **Claim** and return the premium **You** have paid, if **We** would not have provided **You** with cover;
- (ii) treat this policy as if it had been entered into on different terms from those agreed, if **We** would have provided **You** with cover on different terms;
- (iii) reduce the amount **We** pay on any **Claim** in the proportion that the premium **You** have paid bears to the premium **We** would have charged **You**, if **We** would have charged **You** more.

**We** will notify **You** in writing if (i), (ii) and/or (iii) apply.



If there is no outstanding **Claim** and (ii) and/or (iii) apply, **We** will have the right to:

- (1) give **You** thirty (30) days' notice that **We** are terminating this policy; or
- (2) give **You** notice that **We** will treat this policy and any future **Claim** in accordance with (ii) and/or (iii), in which case **You** may then give **Us** thirty (30) days' notice that **You** are terminating this policy.

If this policy is terminated in accordance with (1) or (2), **We** will refund any premium due to **You** in respect of the balance of the **Period of Insurance** Provided **You** have not claimed and **We** have not paid a claim.

#### 1.8 **Changes We Need to Know About**

**You** must tell **Us** as soon as practicably possible of any change in the information **You** have provided to **Us** which happens before or during any **Period of Insurance**.

When **We** are notified of a change **We** will tell **You** if this affects **Your** policy. For example **We** may cancel **Your** policy in accordance with the Cancellation and Cooling-Off Provisions, amend the terms of **Your** policy or require **You** to pay more for **Your** insurance. If **You** do not inform **Us** about a change it may affect any **Claim You** make or could result in **Your** insurance being invalid.

#### 1.9 **Fraud**

If **You**, or anyone acting for **You**, makes a fraudulent **Claim**, for example a loss which is fraudulently caused and/or exaggerated and/or supported by a fraudulent statement or other device, **We**:

- (a) will not be liable to pay the **Claim**; and
- (b) may recover from **You** any sums paid by **Us** to **You** in respect of the **Claim**; and
- (c) may by notice to **You** treat this policy as having been terminated with effect from the time of the fraudulent act.

If **We** exercise **Our** right under (c) above:

- (i) **We** shall not be liable to **You** 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 this policy (such as the occurrence of a loss, the making of a **Claim**, or the notification of a potential **Claim**); and.
- (ii) **We** need not return any of the premium paid.

#### 1.10 **Sanctions**

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

#### 1.11 **Sanctions Suspension Clause**

It is a condition of this (re)insurance, and the (re)insured agrees, that the provision of any cover, the payment of any claim and the provision of any benefit hereunder shall be suspended, to the extent that the provision of such cover, payment of such claim or provision of such benefit by the (re)insurer would expose that (re)insurer to any sanction, prohibition or restriction under any:

- a. United Nations' resolution(s); or
- b. the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Such suspension shall continue until such time as the (re)insurer would no longer be exposed to any such sanction, prohibition or restriction.

LMA3200

5 October 2023

#### 1.12 **Complaints Procedure**

**We** are dedicated to providing a high-quality service and **We** want to ensure that **We** maintain this at all times.

If **You** have any questions or concerns about the policy or the handling of a claim please contact **Kemter** through whom this policy was arranged:

Kemter Insurance Agencies Sub-Agencies and Consultants Ltd  
Akinita Ieras Mitropolis



Block B', Office 112  
3040 Limassol  
Cyprus

Telephone Number: +357 25 755 952  
Fax.: + 357 25 755 953  
E-mail: [kemter@kemterinsurance.com](mailto:kemter@kemterinsurance.com)

**We** will acknowledge **Your** complaint, in writing, within two (2) business days of the company being received.

**We** will aim to provide **You** with **Our** decision on **Your** complaint, in writing, within fifteen (15) business days of the complaint being received. If it is not feasible to make a decision within fifteen (15) business days, **We** will inform **You** about the reasons for the delay, in writing, before the end of the fifteen (15) business day time limit and advise **You** when **We** expect to provide **You** with **Our** decision. The additional time taken by **Us** to provide **You** with **Our** decision on the complaint will be within thirty (30) business days from the end of the original fifteen (15) business day time limit.

If **You** remain dissatisfied after the Complaints Manager has considered **Your** complaint, or **You** have not received a final decision within three (3) months, **You** may be eligible to refer **Your** complaint to the Financial Ombudsman of the Republic of Cyprus at:

Financial Ombudsman of the Republic of Cyprus  
PO Box 25735  
1311 Nicosia,  
Cyprus

Telephone Number: +357 2284 8900  
E-mail: [complaints@financialombudsmand.gov.cy](mailto:complaints@financialombudsmand.gov.cy)  
Website: [www.financialombudsman.gov.cy](http://www.financialombudsman.gov.cy)

**You** may also have the right to pass **your** complaint to an Ombudsman in **your** country of residence.

If **You** have purchased **Your** policy online **You** can also make a complaint via the European Union's online dispute resolution (ODR) platform. The website for the ODR platform is: <http://ec.europa.eu/odr>

The above is without prejudice to **Your** rights in law.

#### 1.13 Regulatory Information

Lloyd's Insurance Company S.A. is a Belgian limited liability company (*société anonyme / naamloze vennootschap*) with its registered office at Bastion Tower, Marsveldplein 5, 1050 Brussels, Belgium and registered with Banque-Carrefour des Entreprises / Kruispuntbank van Ondernemingen under number 682.594.839 RLE (Brussels). It is an insurance company subject to the supervision of the National Bank of Belgium. Its Firm Reference Number(s) and other details can be found on [www.nbb.be](http://www.nbb.be).

Website address: [www.lloyds.com/brussels](http://www.lloyds.com/brussels) E-mail: [enquiries.lloydsbrussels@lloyds.com](mailto:enquiries.lloydsbrussels@lloyds.com)

Bank details: Citibank Europe plc Belgium Branch, Boulevard General Jacques 263G, Brussels 1050, Belgium - BE46570135225536

#### 1.14 Areas of Coverage

##### **EUROPE:**

Albania, Andorra, Armenia, Austria, Azores, Belgium, Belarus, Bosnia-Herzegovina, Bulgaria, Channel Islands, Corsica, Croatia, Cyprus, Czech Republic, Denmark (including Faroe Islands), Estonia, Finland, France (including Corsica), Georgia, Germany, Gibraltar, Greece (including Greek Islands), Hungary, Iceland, Ireland, Italy (including Aeolian Islands, Sardinia & Sicily), Latvia, Liechtenstein, Lithuania, Luxembourg, Northern Macedonia, Madeira, Malta, Moldova, Monaco, Montenegro, Netherlands, Norway (including Jan Mayen, Svalbard Islands), Poland, Portugal (including Azores & Madeira), Romania, Russia (West of Urals), San Marino, Serbia (including Kosovo), Slovakia, Slovenia, Spain (including Balearic and Canary Islands), Sweden, Switzerland, Ukraine, United Kingdom (including Great Britain, Northern Ireland and the Isle of Man) and Vatican City.

**WORLDWIDE EXCLUDING:** USA, Canada, China, Hong Kong, Macau, Japan, Singapore and Taiwan.

##### **WORLDWIDE**



# Policy

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## 2. How to Make A Claim

### 2.1 Important Conditions

This Section of the policy explains **Your** responsibilities when making a claim under this policy. If the conditions listed below are not followed, **We** may not pay **Your** claim or any claim payment could be reduced

### 2.2 Notification Details for Claims and Circumstances

Kemter Insurance Agencies Sub-Agencies and Consultants Ltd  
Akinita Ieras Mitropolis  
Block B', Office 112  
3040 Limassol  
Cyprus

Tel.: +357 25 755 952  
Fax.: +357 25 755 953  
E-mail: [claims@kemterinsurance.com](mailto:claims@kemterinsurance.com)

### 2.3 Making a Claim

**You**, the **Insured Person** or their personal representatives must give **Us** notice through **Kemter** as soon as practicably possible, and within 90 days of the happening of an event which might give rise to a claim under this policy.

#### 24-Hour Medical Assistance Notification

In the event of a serious **Illness** or **Injury** during **Your Trip** which will require hospitalisation, in the first instance **You** must notify **Our** Medical Assistance Company.

Tel. : +44 20 8608 4227  
Fax.: +44 20 8481 7826  
E-mail: [internationalhealthcare@healix.com](mailto:internationalhealthcare@healix.com)

A fully completed and signed claim form, accompanied by original invoices and receipts, as well as the results of any diagnostic tests, if any were, performed, must be submitted to **Us** through **Kemter** as soon as practicably possible, and within 90 days after the commencement of any treatment.

### 2.4 Assistance

**You**, the **Insured Person** or their personal representatives must provide **Us** with such information, assistance and co-operation as **We** and/or **Our** representatives may request.

### 2.5 Medical Records and Examination

Following notice of a claim, **You** shall provide, when requested by **Us**, all authorisations necessary to obtain **Your** medical records. **We** have the right to have **You** examined by a **Qualified Medical Practitioner** or vocational expert of **Our** choice, and at **Our** expense, when and as often as **We** or **Our** representatives may request.

### 2.6 How We Deal with Your Claim

Claims under this policy shall be payable to the **Insured Person** or their nominees or, if no **Insured Person** is named, to **You** or **Your** legal personal representatives.





# Policy

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## 3. Policy Definitions

All the individual policy Sections are subject to the following definitions except where stated below.

- 3.1 "**Baggage**" means accompanied personal goods belonging to **You** or for which **You** are responsible and which are taken by **You** on a **Trip** or acquired by **You** during a **Trip**.
- 3.2 "**Benefit Amount**" means the amount stated in the **Schedule** for each of the Sections covered under this policy.
- 3.3 "**Business Equipment**" means equipment which either belongs to your employer or which is owned by you and used as part of your trade, profession or occupation.
- 3.4 "**Close Business Colleague**" means: any person whose absence from business for one or more complete days at the same time as your absence prevents the proper continuation of that business.
- 3.5 "**Complications of Pregnancy or Childbirth**" means:
  - (a) toxaemia (toxins in the blood)
  - (b) gestational hypertension (high blood pressure arising as a result of pregnancy)
  - (c) pre-eclampsia (where **You** develop high blood pressure, carry abnormal fluid and have protein in **Your** urine during the second half of pregnancy)
  - (d) ectopic pregnancy (a pregnancy that develops outside of the uterus)
  - (e) molar pregnancy or hydatidiform mole (a pregnancy in which a tumour develops from the placental tissue)
  - (f) post-partum haemorrhage (Excessive bleeding following childbirth)
  - (g) retained placenta membrane (part or all of the placenta is left behind in the uterus after delivery)
  - (h) placental abruption (part or all of the placenta separates from the wall of the uterus)
  - (i) hyperemesis gravidarum (Excessive vomiting as a result of pregnancy)
  - (j) placenta praevia (when the placenta is in the lower part of the uterus and covers part or all of the cervix)
  - (k) stillbirth
  - (l) miscarriage
  - (m) emergency caesarean section
  - (n) a termination needed for medical reasons
  - (o) premature birth more than 8 weeks (or 16 weeks if You know **You** are having more than one baby) before the expected delivery date.
- 3.6 "**Country of Permanent Residence**" means the country where an Insured Person resides indefinitely or where an Insured Person has the intent to reside indefinitely.
- 3.7 "**Employee**" means any person under a contract of employment, service or apprenticeship with **You**.
- 3.8 "**Endorsement**" means a change in the terms and conditions of this policy, agreed by **Us**, that can extend or restrict cover.
- 3.9 "**Excess**" means the first part of each and every **Claim**, for which **You** are responsible as stated in the **Schedule**.
- 3.10 "**Family Cover**" means up to two adults and up to four of their children, stepchildren or foster children aged under 18, accompanying the parents or legal guardian insured on the same **Schedule**, travelling on any trip to the same destination. Children are only insured when travelling with one or both of the insured adults, (or accompanied by another responsible adult) but under annual multi trip cover either adult is also insured to travel on their own  

If **family cover** applies, then **we** will not apply more than two **Excess** charges to any incident claimed for.
- 3.11 "**Hi-jack**" means illegally seizing, or wrongfully taking control of, an aircraft, ship, bus or train which **You** are travelling in.





- 3.12 "**Ill / Illness**" means illness or disease of a person which first manifests itself during the **Period of Insurance**.
- 3.13 "**Injury**" means identifiable physical injury resulting from an accident caused by violent, external and visible means and occurring solely and directly and independently of any other cause which occurs at an identifiable time and place within twelve (12) calendar months of the date of the accident.
- 3.14 "**Kemter**" means Kemter Insurance Agencies Sub-Agencies and Consultants Ltd who are a Lloyd's coverholder acting as agent for **Us**.
- 3.15 "**Loss of Limb**" means:
- (a) loss of a leg or foot means either that it has been severed at or above the ankle or that **You** have permanently lost the use of an entire leg or foot.
  - (b) loss of an arm or hand means either that it has been severed at or above the wrist, or that **You** have permanently lost the use of an entire arm or hand.
- 3.16 "**Loss of Sight**" means:
- (a) permanent and total loss or sight in both eyes is evidenced by **Your** name being added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist.
  - (b) permanent and total loss or sight in one eye means that the degree of sight remaining after correction is 3/60 or less on the Snellen scale.
- 3.17 "**Money**" means anything having the value of money, including currency, crossed or uncrossed cheques, travellers' cheques, crossed or uncrossed money orders, crossed or uncrossed postal orders, crossed or uncrossed bankers' drafts, bearer bonds, current postage stamps, current revenue stamps, unused units in postage stamp franking machines, bills of exchange, trading stamps, gift vouchers, travel tickets, telephone cards and VAT purchase invoices.
- 3.18 "**Partner**" means **Your** spouse, common-law spouse or civil partner.
- 3.19 "**Period of Insurance**" means the period stated in the **Schedule**.
- 3.20 "**Permanent Total Disablement**" means total disablement which has lasted for twelve (12) consecutive calendar months and entirely prevents **You** from engaging in any occupation for which **You** are suited by education, training or experience for the remainder of **Your** life.
- 3.21 "**Qualified Medical Practitioner**" means an individual who is qualified to perform or prescribe surgical or manipulative treatment and has the necessary knowledge and expertise to render a diagnosis. The individual must be licensed by the country in which they are practicing, cannot be a **Relative** of the person claiming benefit under this policy and, in respect of any diagnosis rendered, must be acting within the scope of their licence.
- 3.22 "**Radiation**" means the emission, discharge, dispersal, release or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement, or death, amongst people or animals.
- 3.23 "**Relative**" means **Your** or **Your Partner's** parents, brother, sister, son, daughter, adopted or fostered children, grandparent, grandchild, step parent, step child, step brother or step sister.
- 3.24 "**Republic of Cyprus**" means the Island of Cyprus.
- 3.25 "**Schedule**" means the document entitled **Schedule** that relates to and forms part of this policy.
- 3.26 "**Terrorism**" means an act, including for example 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 similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.
- 3.27 "**Trip**" means a holiday or non-manual business **Trip** which commences when **You** leave **Your Country of Permanent Residence** and ends when **You** return to **Your Country of Permanent Residence**.  
Cover commences during the **Period of Insurance** when **You** leave **Your Country of Permanent Residence** and ends when **You** return to **Your Country of Permanent Residence** or the date shown on the **Schedule** whichever occurs first. Cover applies for trips that take place by aircraft, sea vessel or other publicly licensed form of passenger transport in which **You** have pre-booked ticket to travel.



Cover under the **Cancellation, Missed Departure and Travel Delay Section** commences at the time this **Policy** is issued consider that **You** have booked the **Trip** during the **Period of Insurance**.

3.28 **"We / Us / Our" means Lloyd's Insurance Company S.A.**

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an insurer is shown next to its stamp. This is subject always to the provision concerning "signing" below.

Proportion of liability

Unless there is "signing" (see below), the proportion of liability under this contract underwritten by each insurer is shown next to its stamp and is referred to as its "written line".

Where this contract permits, written lines, or certain written lines, may be adjusted ("signed"). In that case a schedule is to be appended to this contract to show the definitive proportion of liability under this contract underwritten by each insurer. A definitive proportion is referred to as a "signed line". The signed lines shown in the schedule will prevail over the written lines unless a proven error in calculation has occurred.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural

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- 3.29 **"Wear and Tear"** means a reduction in value through age, natural deterioration, ordinary use, depreciation due to use, damage by exposure to the light, lack of maintenance or damage which happens gradually over a period of time.
- 3.30 **"Winter Sports"** means skiing; snowboarding; off-piste skiing and snowboarding except in areas considered to be unsafe by resort management unless with a qualified guide; cross-country skiing; mono-skiing; blading; langlauf; ski boarding; tobogganing and glacier walking or trekking up to 4.000 metres.
- 3.31 **"You / Your / Insured Person"** means **You, Your Partner**, and dependent child under the age of eighteen (18) years or **Employee** who are named in the **Schedule**.



# Policy

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## 4. Policy Exclusions

All the individual policy Sections are subject to the following exclusions except where stated below.

This policy does not apply to or include cover for or arising out of or relating to:

- 4.1 war being any activity arising out of or attempt to participate in the use of military force between nations and will include:
- (a) hostilities or warlike operations (whether war be declared or not).
  - (b) invasion, civil war, rebellion, insurrection, revolution.
  - (c) act of an enemy foreign to **Your** nationality, or the country in, or over, which the act occurs
  - (d) civil commotion assuming the proportions of, or amounting to, an uprising.
  - (e) overthrow of the legally constituted government.
  - (f) military or usurped power.
  - (g) explosions of war weapons.
  - (h) **Terrorism.**
  - (i) the utilisation of any:
    - (i) biological weapon of mass destruction being the emission, discharge, dispersal, release or escape of any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesised toxins);
    - (ii) chemical weapon of mass destruction being the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical compound; or
    - (iii) nuclear weapon of mass destruction being the use of any explosive nuclear weapon or device or the emission, discharge, dispersal, release or escape of fissile material emitting a level of radioactivity;  
which is capable of causing incapacitating disablement or death amongst people or animals, however these may be distributed or combined.
  - (j) murder or assault subsequently proved beyond reasonable doubt to have been the act of agents of a state foreign to the nationality of the **Insured Person** whether war be declared with that state or not.
- 4.2 the use, release or escape of nuclear materials that directly or indirectly results in nuclear reaction or **Radiation** or radioactive contamination; or
- (a) the dispersal or application of pathogenic or poisonous biological or chemical materials; or
  - (b) the release of pathogenic or poisonous biological or chemical materials.
- 4.3 **Winter Sports**
- Competition in events on snow or ice; freestyle skiing; ski jumping; heli-skiing; ice hockey; the use of bob sleighs and skeletons.
- This exclusion does not apply if the Winter Sports Section is operative.
- 4.4 **You** travelling independently if **You** are under the age of eighteen (18) years of age, unless **You** are on an organised school **Trip**, organised sporting activity **Trip** or travelling with an **Insured Person** over the age of eighteen (18) years of age.



- 4.5 any claim if **You** or any person on whose health the **Trip** may depend:
- (a) has during the two (2) years prior to the commencement of this policy received or been referred for any treatment, surgery, investigations or follow-ups at any hospital, surgery or clinic for any of the following medical conditions:
    - (i) asthma requiring inpatient treatment, bronchitis, any other lung or respiratory condition, cancer, any growth or form of malignancy, diabetes mellitus, epilepsy or fits, any kidney or bladder disorder, any mental or psychological condition; or
    - (ii) has any other medical condition that is ongoing or from which **You** have suffered symptoms requiring inpatient treatment during the two (2) years prior to the commencement of cover under this policy and/or any **Trip**; or
  - (b) has been diagnosed with a terminal condition.
- 4.6 **You** travelling against medical advice of a **Qualified Medical Practitioner**.
- 4.7 **You** travelling for the purpose of receiving medical treatment.
- 4.8 **You** being aware of any medical condition which could reasonably be expected to lead to a claim.  
Note: **You** must inform **Us** of any known health changes happening after this policy is issued and before **You** travel. **We** have the right to alter the terms of cover in this instance.
- 4.9 **You** flying, except as a passenger in an aircraft licensed to carry passengers.
- 4.10 **Your** professional entertaining.
- 4.11 **You** travelling to a country where the Ministry of Foreign Affairs have advised against all but essential travel.
- 4.12 **You** being under the influence of alcohol or non-prescribed drugs, or drugs prescribed by a **Qualified Medical Practitioner** and not taken in accordance with the prescription,
- 4.13 **Your** attempting to commit or committing intentional self-injury or suicide.
- 4.14 the tour operator, airline or any other company, firm or person becoming insolvent, or being unable or unwilling to fulfil any part of their obligation to **You**.
- 4.15 **You** taking part in manual labour or in any sport or activity not shown in Clause 5.7 – Sports and Activities.
- 4.16 any criminal or illegal act.
- 4.17 participation in professional sports.
- 4.18 **Your** deliberate exposure to exceptional danger (other than in an attempt to save human life).
- 4.19 after the expiry of the **Period of Insurance** during which **You** reach age eighty (80) years.
- 4.20 **bodily injury** as the result of an accident on two (2) or three (3) wheeled motorised vehicles or quad bikes.  
This exclusion is replaced with the following clause, if the **Motorcycle** extension is selected.  
**bodily injury** as the result of an accident on two (2) wheeled motorised vehicles, provided that the vehicle is 125cc or less and at the time of the accident the driver is in possession of a current full driving licence valid in the country they are operating the vehicle, is qualified, and the driver and the passengers are all wearing a safety crash helmet and the vehicle is driver in accordance with the laws of the country they are operating the vehicle in.  
Provided **You** are under sixty-five (65) years of age at the date of buying this policy and selecting this extension.
- 4.21 mountaineering or rock climbing normally requiring the use of ropes or guides; driving a mechanically propelled vehicle in any kind of race.



**4.22 Infectious or Contagious Disease during a PHEIC**

- a) **We** shall not be liable for any claims incurred for any **Accident or Illness** which in any way caused by or resulting from an by an **infectious or contagious disease**, an outbreak of which has been declared a Public Health Emergency of International Concern (PHEIC) by the World Health Organization (WHO).
- b) This exclusion shall apply to claims made after the date of any such declaration(s), other than where a relevant diagnosis has been made by a qualified medical practitioner before the date of any such declaration(s).
- c) This exclusion will continue to apply until the WHO cancels or withdraws any relevant PHEIC.
- d) Infectious or contagious disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.

**4.23 Any expenses within Your Country of Permanent Residence.**



# Policy

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## 5. Policy Conditions

All the individual policy Sections are subject to the following conditions except where stated below.

### 5.1 Co-operation

**You** shall provide **Us**, or **Our** designated representatives, all information, documentation and medical information that **We** may require at all times during the **Period of Insurance**, or until resolution of all claims, whichever is later.

### 5.2 Limitation of Liability

In no case shall **Our** liability in respect of **You** exceed the largest **Benefit Amount** stated in the **Schedule**.

### 5.3 Limitation of Trip Period

This policy provides cover during the **Period of Insurance** for any single **Trip** (other than for **Winter Sports**) lasting up to ninety (90) consecutive days **unless otherwise stated in the Certificate of Insurance**. For an Annual Multi-Trip policy any **Trip** lasting up to thirty-one (31) consecutive days unless otherwise stated in the Certificate of Insurance.

If the **Trip** is not completed within ninety (90) days due to circumstances outside **Your** control, cover will continue for a maximum of thirty (30) days at no additional premium.

Provided that the Winter Sports Section is operative, this policy provides cover for **Winter Sports** for a maximum of thirty (30) days in total during the **Period of Insurance**.

### 5.4 Practical Precautions

**You** must take all practical care to prevent loss, damage, **Injury** or **Illness** and to protect, save and/or recover personal property. **We** shall have no liability under this policy, if **You** fail to comply with these precautions unless **You** show that non-compliance with these provisions could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

### 5.5 Pregnancy and Childbirth

**We** shall provide cover under this policy if something unexpected happens. In particular, **We** will provide cover under the Emergency Medical, Repatriation and Other Expenses Section for **Injury** or **Illness** that was not expected. **We** do not consider pregnancy or childbirth to be an **Illness** or **Injury**. To be clear, **We** only provide cover under the Emergency Medical, Repatriation and Other Expenses Section, for claims that come from **Complications of Pregnancy and Childbirth**.

### 5.6 Reciprocal Health Agreement

If **You** are travelling to countries within the European Union (EU), the European Economic Area (EEA) or Switzerland **You** are strongly advised to obtain a European Health Insurance Card (EHIC). The European Health Insurance Card is issued from Citizens Service Centers and the District Offices of the Department of Postal Services.

This will entitle **You** to benefits from the reciprocal health care arrangements which exist between countries within the EU/EEA or Switzerland.

If **We** agree to pay for a **Medical Expense** which has been reduced because **You** have used either a European Health Insurance Card or private health insurance, **We** will not deduct the **Excess** under the Emergency Medical, Repatriation and Other Expenses Section.



### 5.7 Sports and Activities

Provided **You** are under sixty-five (65) years of age at the date of buying this policy, cover is automatically included during the **Trip** for the activities and sports listed below:

Abseiling	Handball	Running (non competitive)
Angling	Dinghy Sailing	Sailing (with qualified crew, within coastal waters)
Archery	Hiking	Scuba Diving (to 30 metres and accompanied)
Assault course	Horse Riding (excluding racing, jumping and eventing)	Sledging
Badminton	Hot Air Ballooning (as a passenger)	Snorkelling
Banana boating	Indoor climbing	Softball
Baseball	Ice Skating	Squash
Basketball	Jet Boating	Surfing
Beach games	Jet skiing (no racing)	Swimming
Bowling	Karting	Table Tennis
Bungee Jumping	Kayaking (up to Grade 2 only)	Tennis
Canoeing	Kite Surfing	Ten Pin Bowling
Clay Pigeon Shooting	Mountain biking (no racing)	Trekking up to 3.000 meters
Cricket	Netball	Tug of War
Curling	Orienteering	Volleyball
Cycling	Organised Safari (without guns)	Walking
Deep Sea Fishing	Paint balling	Water Polo
Dinghy Sailing	Pony Trekking	Water-Skiing
Fell Walking	Racket Ball	Whale watching
Fishing	Rambling	White Water Rafting (up to Grade 4 only)
Football (amateur)	Roller Skating (including blading)	Wind Surfing
Go Karting	Rounders	Yachting (with qualified crew, within coastal waters)
Golf	Rowing	

This list is not exhaustive. If **You** intend to participate in any activity not noted above please provide details to **Your** broker who will approach **Us** to request cover.

### 5.8 Cyber Risks Endorsement (Personal Accident & Illness)

Any benefits for **Bodily Injury** or **Illness** caused by or arising out of a **Cyber Act** or a **Cyber Incident** are payable, subject to the terms, conditions, limitations and exclusions of this policy.

**Cyber Act** means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer System**.

**Cyber Incident** means:

- 1.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or
- 1.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.

**Computer System** means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.





# Policy

## 6. Cancellation, Missed Departure and Travel Delay Section

### 6.1 Cancellation, Curtailment and Associated Expenses

In the event of:

- (a) **You** death or sustaining an **Injury** or becoming seriously **Ill**.
- (b) the death, **Injury** or serious **Illness** of **Your Relative, Partner** or business colleague or of any person with whom **You** had arranged to travel, reside or conduct business or the immediate **Relative**, fiancé(e) or business colleague of such person.
- (c) **You** or any person with whom **You** had arranged to travel, reside or conduct business being:
  - (i) quarantined or called for witness or jury service.
  - (ii) made redundant, provided that such redundancy qualifies for payment under **Your Country of Permanent Residence** Employment Law.
  - (iii) called for emergency duty as a member of the armed forces, the defence or civil administration, the police force, or the fire, rescue, public utility or medical services.
  - (iv) the **Insured Person** required to be present at their home or place of business in their **Country of Permanent Residence** following a burglary or major damage caused by storm, flood or fire.
- (d) the cancellation or delayed departure for twenty-four (24) hours or more of an aircraft, sea vessel or other publicly licensed form of passenger transport in which **You** have pre-booked to travel, resulting from any of the following contingencies: strike, industrial action, fire, flood, earthquake, landslide, avalanche, volcanic eruption, adverse weather conditions and accident or mechanical breakdown provided always that such contingency had not occurred, commenced or been announced before the booking was made.

The period of delay shall be taken as commencing at the departure time of the conveyance as specified in the booking confirmation supplied to **You**.

- (e) major damage caused by storm, flood or fire rendering uninhabitable the accommodation in which **You** had previously booked to reside during the **Trip**, excluding any waterborne vessel or craft.

Subject to the terms and conditions of this policy We will pay **You** up to the **Benefit Amount** in total for the following expenses incurred as the result of any of Clauses 6.1(a) to (e) above:

- (i) irrecoverable loss of unused, pre-paid travel and accommodation expenses or for which there is a contractual liability consequent upon the cancellation or curtailment of the pre-arranged **Trip** or, if the **Trip** is not cancelled; and
- (ii) additional travel and accommodation expenses incurred in fulfilling the pre-booked travel and accommodation commitments, including the use of equivalent local accommodation if rendered necessary by an occurrence covered under Clause 6.1(e) above.

#### What is not covered

We will not pay:

- (1) the **Excess**.
- (2) any claim under Clause 6.1(d) for a contingency that had occurred, commenced or been announced before this policy was effected.
- (3) any claim as a result of a serious **Illness** if **You** have purchased this insurance policy three (3) days or less prior to the commencement of the **Trip**
- (4) cancellation or curtailment due to any medical condition or set of circumstances known to **You** at the time that this policy was effected or at the time that the **Trip** was booked, whichever is the later, where such condition or circumstances could have been expected to give rise to cancellation or curtailment of the **Trip**.
- (5) claims for **You** not wanting to travel.
- (6) any claims for redundancy caused by misconduct, resignation or voluntary redundancy, or if **You** knew of the redundancy at the time **You** booked Your **Trip** or the start date of the **Trip**.



- (7) claims for unused travel or accommodation arranged and paid for by using Air Miles or similar promotions.
- (8) losses outside the extent of the contractual liability.
- (9) any claim that comes from pregnancy or childbirth, unless a **Qualified Medical Practitioner** confirms that the claim comes from the **Complications of Pregnancy and Childbirth**.
- (10) for claims under Clause 6.1(d) if **You** have not obtained written confirmation from the Carriers or their Agents stating the actual date and time of departure and the reason for the delay.
- (11) any claim as a result of a positive coronavirus COVID-19 test of the **Insured Person**, their accompanying travelling partner or any accompanying children unless the test has been carried out at a Government approved Medical Testing Centre.
- (12) any claim under Clause 6.1 for the outbound **Trip**, if **You** have purchased this insurance policy twenty-four (24) hours or less prior to the commencement of the **Trip**.

## 6.2 Missed Departure and Transport Diversion

**We** will pay **You** up to the **Benefit Amount** in all in respect of additional travel and accommodation expenses incurred by **You** during the **Period of Insurance** in fulfilling **Your** pre-booked travel and accommodation commitments:

- (a) if at the commencement of the **Trip** **You** miss **Your** pre-booked international travel connection from **Your Country of Permanent Residence** through disruption of **Your** journey to the departure point occurring as the direct result of:
  - (i) a fellow passenger or a crew member of the conveyance in which **You** are travelling sustaining an **Injury** or becoming **Ill** after such journey has commenced; or
  - (ii) any of the contingencies specified in Clause 6.1(d) provided always that such contingency had not occurred, commenced or been announced before the international travel booking was made.
  - (iii) mechanical breakdown of the vehicle **You** are travelling in.
- (b) If at any time during the **Trip** an aircraft, sea vessel or other publicly licensed passenger conveyance in which **You** are travelling has to be diverted from its pre-arranged destination as the result of:-
  - (i) a fellow passenger or a crew member sustaining an **Injury** or becoming **Ill**; or
  - (ii) any of the contingencies specified in Clause 6.1(d) provided always that such contingency has not occurred, commenced or been announced before the booking was made in respect of the flight, voyage or journey thus affected.

### What is not covered

**We** will not pay:

- (i) the **Excess**.
- (ii) for claims arising out of any contingency that had occurred, commenced or been announced before this policy was effected.
- (iii) claims for unused travel or accommodation arranged by using Air Miles or similar promotions.
- (iv) losses outside the extent of the contractual liability.
- (v) any claim that comes from pregnancy or childbirth, unless a **Qualified Medical Practitioner** confirms that the claim comes from the **Complications of Pregnancy and Childbirth**.
- (vi) any claim under Clause 6.2(a) if in the selection of the route, means of travel and time of departure **You** have not done all things practicable to minimise the possibility of late arrival to the departure point.
- (vii) any claims under Clause 6.2(a)(iii) if **You** have not obtained a garage or motoring organisation report confirming the date, cause and time of such breakdown.



### 6.3 Travel Delay Inconvenience

**We** will pay **You** up to the hourly **Benefit Amount** for the first completed twelve (12) hour period that transport is delayed and the hourly **Benefit Amount** for each subsequent completed twelve (12) hour period, up to a maximum **Benefit Amount** in total if **You** are delayed because of the late departure of an aircraft, sea vessel or other publicly licensed form of passenger transport in which **You** had pre-booked to travel, as a result of any of the contingencies specified in Clause 6.1(d) during the **Period of Insurance**. Provided always that such contingency had not occurred, commenced or been announced before the booking was made in respect of the flight, voyage or journey thus affected.

The period of delay shall be taken as commencing at the departure time of the conveyance as specified in the booking confirmation supplied to **You**.

#### **What is not Covered**

**We** will not pay:

- (a) for claims arising out of any contingency that had occurred, commenced or been announced before this policy was effected.
- (b) losses outside the extent of the contractual liability.
- (c) for claims arising from delayed departure if **You** have not obtained written confirmation from the Carriers or their Agents stating the actual date and time of departure and the reason for the delay.

### 6.4 Alteration of Itinerary

**We** will pay **You** up to the **Benefit Amount** in all for additional travel and accommodation expenses incurred by **You** in the alteration of the arrangements of the **Trip** consequent upon **You** being the victim of a **Hi-Jack**, kidnap, **Terrorism** or criminal act, or upon the cancellation of publicly licensed passenger transport services caused by any of the contingencies specified in Clause 6.1(d) during the **Period of Insurance**, provided that these occur or commenced during the **Trip**.

#### **What is not covered**

**We** will not pay:

- (a) the **Excess**.
- (b) claims for unused travel or accommodation arranged by using Air Miles or similar promotions.
- (c) losses outside the extent of the contractual liability.



# Policy

## 7. Emergency Medical, Repatriation and Other Expenses Section

### 7.1 Emergency Medical, Repatriation and Return to Your Country of Permanent Residence Expenses

We will pay up to the **Benefit Amount** in respect of expenses incurred outside the **Your Country of Permanent Residence** as a result of **You** sustaining an **Injury** or becoming **Ill** during the **Trip** for:

- (a) **Your** medical, hospital and treatment expenses (including additional travel and accommodation expenses).
- (b) **Your** additional repatriation expenses; including compulsory quarantine.
- (c) emergency dental treatment for the immediate relief of pain.
- (d) accompanying medical attendants if agreed by prior consultation between **Your** attending physicians and **Us** or **Our** appointed advisors.
- (e) travel and accommodation expenses of a **Relative** or friend (not necessarily an **Insured Person**) who on medical advice by a **Qualified Medical Practitioner** is required to travel/remain with or escort **You**.

We will pay additional travel and accommodation expenses incurred by **You** following:

- (i) the death or serious **Illness** or serious **Injury** of **Your Relative, Partner** or business colleague necessitating **Your** presence in **Your Country of Permanent Residence**.
- (ii) burglary or major damage at **Your** home or place of business.
- (iii) the death or serious illness or serious **Injury** of an accompanying **Insured Person**, or the repatriation of such person as provided for in (i) and (ii) above.

#### What is not covered

We will not pay:

- (1) the **Excess**.
- (2) the cost of any medication, consultation or treatment which at the time the **Trip** commenced could have been foreseen by **You**, nor for any travel, accommodation or other expense incurred in connection with such medication, consultation or treatment.
- (3) any expense incurred after **You** have returned to **Your Country of Permanent Residence** or incurred after a period of twelve (12) calendar months following the date on which the **Injury, Illness** or contingency first occurred or commenced during the **Trip** whichever shall occur the sooner.
- (4) any claim that comes from pregnancy or childbirth, unless a **Qualified Medical Practitioner** confirms that the claim comes from **Complications of Pregnancy and Childbirth**.
- (5) any medical expenses for more than twelve (12) months after incurring the first expense.

### 7.2 Funeral Expenses

We will pay **You** up to the **Benefit Amount** in all for the cost of transporting **Your** remains or ashes to **Your** former place of **Country of Permanent Residence** if **You** die during the **Trip**, and/or the cost of burial or cremation if this takes place in the country abroad where the death occurred.

### 7.3 Hospital Inconvenience Benefit

We will also pay **You** the daily **Benefit Amount** for each completed twenty-four (24) hour period, up to a the maximum **Benefit Amount** for the time that **You** spend as a hospital in-patient outside **Your Country of Permanent Residence** as the result of **You** sustaining an **Injury** or becoming **Ill** during the **Trip**.

We will not pay:

- (a) the cost of any medication, consultation or treatment the need for which could have been foreseen by **You** at the time that the **Trip** commenced, nor for any travel, accommodation or other expense incurred in connection therewith.
- (b) any claim that comes from pregnancy or childbirth, unless a **Qualified Medical Practitioner** confirms that the claim comes from **Complications of Pregnancy and Childbirth**.
- (c) any medical expenses for more than twelve (12) months after incurring the first expense.



# Policy

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## 8. Winter Sports Section

### 8.1 Avalanche

**We** will pay **You** up to the **Benefit Amount** in total for extra travelling and accommodation expenses if **Your** arrival or departure from **Your** pre booked ski resort is delayed by more than twelve (12) hours due to an avalanche.

#### **What is not covered**

**We** will not pay:

- (a) the **Excess** stated in the **Schedule**.
- (b) any costs incurred at ski resorts less than 1.000 metres above sea level.

### 8.2 Equipment Hire

**We** will pay **You** the daily **Benefit Amount**, up to the maximum **Benefit Amount** for the hiring of replacement equipment if **Your** ski, poles, snowboards, boots or bindings are lost or delayed for more than twelve (12) hours during **Your** outward or onward **Trip**.

#### **What is not covered**

**We** will not pay:

- (a) any claim not supported by a written report from the carrier responsible for the delay or damage to **Your** skis or ski boots.
- (b) any claim resulting from theft.

### 8.3 Lift Pass

**We** will pay **You** up to the **Benefit Amount** in total for the loss or theft of any unexpired period of **Your** pre-paid lift pass. Any payment under this cover will be made on a proportional basis calculated on the original value of the lift pass.

#### **What is not covered**

**We** will not pay the **Excess** stated in the **Schedule**.

### 8.4 Piste Closure

If all lifts in **Your** pre-booked ski resort are closed due to a lack of snow which means **You** have to travel to an alternative resort for skiing, **We** will pay **You** the daily **Benefit Amount**, up to the maximum **Benefit Amount** for:

- (a) travel costs to the nearest available ski resort; or
- (b) if **You** are unable to ski at a different resort, the extra cost of acquiring a new or extended ski pass.

#### **What is not covered**

**We** will not pay:

- (i) any claim not supported by a written statement from the management of the resort confirming the reason for the piste closure and the duration of the piste closure.
- (ii) any costs incurred at ski resorts less than 1.000 metres above sea level.
- (iii) any claim where the piste closure was public knowledge prior to the **Trip**.



# Policy

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## 9. Personal Accident Section

### 9.1 Cover

We will pay **You** up to the **Benefit Amount** if at any time during the **Trip** and the **Period of Insurance** **You** sustain an **Injury** which results in one of the following:

1. Accidental Death
2. **Loss of Limb** (one limb) or **Loss of Sight** (one eye)
3. **Loss of Limb** (two limbs) or **Loss of Sight** (both eyes)
4. **Permanent Total Disablement**

### 9.2 Benefit Conditions

- (a) For **Insured Persons** under the age of sixteen (16) Benefit 1 is limited to €5.000 and all other Benefits are reduced by 50%.
- (b) For **Insured Persons** over the age of sixty-five (65) Benefit 1 is limited to €5.000 and Benefits 2 and 3 are reduced by 50%, Benefit 4 (**Permanent Total Disablement**) is deleted.
- (c) Death or **Permanent Total Disablement** solely as a result of unavoidable exposure to severe weather conditions shall be treated as being an **Injury**.
- (d) If **You** disappear during the **Trip** and if, after a reasonable period of time has elapsed and all available evidence examined, there is reason to presume that **Your** death has occurred in accordance with the terms, provisions and conditions of this section of the policy, then Benefit 1 shall become payable. However, if at any time after such payment **You** are found to be living, the benefit sum paid shall be refunded to **Us**.
- (e) In no case shall **Our** liability exceed the largest **Benefit Amount** applicable under any one of the Schedule of Benefits items.
- (f) No claim shall be payable under more than one item in the Schedule of Benefits in respect of the same **Injury**.
- (g) In the event that an **Injury** results in **Your** death within thirteen (13) weeks of the date of an **Injury** and prior to the settlement of a claim for disablement under Items 2, 3, 4 of the Schedule of Benefits, Benefit 1 shall be payable.
- (h) In the event of a claim **Our** appointed medical advisor(s) shall be allowed to examine **You** as often as may be necessary.



# Policy

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## 10. Legal Expenses Section

### 10.1 Cover

**We** will pay **You** up to the **Benefit Amount**, subject to the aggregate **Benefit Amount**, in respect of **Your** incurred legal expenses in the pursuit of claims for damages against third parties who have caused an **Insured Person's** death, **Injury** or **Illness** through incidents occurring during the **Trip**. **We** shall only be liable for expenses incurred with **Our** prior written consent, which will not be unreasonably withheld, but **We** reserve the right to withdraw from the proceedings at any stage and to limit **Our** liability to the expenses incurred during the period up to but not beyond the date of such withdrawal.

### 10.2 What is Not Covered

**We** will not pay:

- (a) the **Excess**.
- (b) legal expenses incurred without **Our** prior written approval.
- (c) claims against **Us** or anyone acting on **Our** behalf, or a travel agent, tour operator or carrier.
- (d) the continued pursuit of any claim where **We** consider **You** do not have a likely prospect of establishing a legal liability against the party being pursued and of recovering charges from such party.
- (e) legal actions between **Insured Persons**.
- (f) legal actions to obtain satisfaction of a judgement or legally binding decision, or legal proceedings brought in more than one country.
- (g) legal expenses which constitute a valid claim under any other insurance policy beyond **Our** rateable share of any claim costs.





# Policy

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## 11. Hi-jack and Kidnap Section

- 11.1 **We** will pay **You** the daily **Benefit Amount**, up to the maximum **Benefit Amount**, for any costs and expenses incurred as a direct consequence of **You** being a victim of a **Hi-Jack** or kidnapping occurring during the **Trip**.



# Policy

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## 12. Baggage Delay Section

- 12.1 We will pay You the **Benefit Amount** in respect of the cost of necessities purchased or hired by You if on arrival at Your outward destination You are deprived of Your **Baggage** for more than twelve (12) hours because of temporary loss or mis-direction by the airline, shipping line or their handling agents.



# Policy

## 13. Baggage and Money Section

### 13.1 Cover

#### (a) Loss of Baggage

If, whilst on a **Trip**, **You** sustain loss or damage to **Baggage**, **We** will reimburse **You** in respect of such loss or damage up to the **Benefit Amount**.

In order to be reimbursed by **Us**, **You** must:

- (i) report the loss or damage to either the police or to the airline, shipping line or their handling agent within 24 hours of discovery and a written report obtained as soon as practicably possible; and
- (ii) as soon as practicably possible provide a detailed description of the property along with its date of purchase and value. Bills, invoices or other proof are required. Stolen or damaged property will be valued allowing for **Wear and Tear** at the time of the loss.

#### (b) Loss of Money

If, whilst on a **Trip**, **You** sustain loss or damage to **Money** whilst being carried by **You** or left in a locked safety deposit box or safe, **We** will reimburse **You** in respect of such loss or damage up to the **Benefit Amount**.

In order to be reimbursed by **Us**, **You** must:

- (i) report the loss or damage to either the police or to the airline, shipping line or their handling agent within 24 hours of discovery and a written report obtained as soon as practicably possible; and
- (ii) as soon as practicably possible provide evidence of the initial withdrawal of the **Money** and also evidence of how **You** coped financially immediately after the loss, for example currency withdrawal slips, bank/credit card statements.

### 13.2 What is Not Covered

**We** will not pay:

- (a) the **Excess**.
- (b) for loss or damage to any one article with a value over €350.
- (c) for loss or damage to items composed of gold, silver or other precious metals or semi-precious stones, furs, curios, works of fine art and photographic equipment with a value over €300 in total.
- (d) claims in respect of accessories for vehicles or boats;
- (e) for loss or damage due to:
  - (i) moths, vermin, **Wear and Tear**, atmospheric or climatic condition;
  - (ii) mechanical or electrical failure; or
  - (iii) any process of cleaning, repairing, restoring or alteration.
- (f) for loss or damage to more than a proportion of the total value of the set where the lost or damaged article is part of a pair or set.
- (g) for loss not reported to either the police or to the airline, shipping line or their handling agent within 24 hours of discovery and a written report obtained.
- (h) for loss due to confiscation or detention by customs or any other authority.
- (i) any loss where the **Baggage** or **Money** is stolen from a vehicle where there is no one in charge keeping the vehicle under observation and able to interfere with any attempt by anyone to break into it or steal it or anything in it unless such **Baggage** or **Money** was out of sight in a locked compartment.
- (j) for the breakage of sports equipment in use or loss of or damage to bicycles or hired equipment.
- (k) for loss of or damage to contact, corneal or micro-corneal lenses.
- (l) for loss of personal goods borrowed, hired or rented by **You**.



- (m) for the devaluation of currency or shortages due to errors or omissions during monetary transaction.



# Policy

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## 14. Passport Replacement Section

### 14.1 Cover

In the event of **You** forgetting, losing or misplacing (either permanently or temporarily) their passport whilst on a **Trip We** will arrange the payment of all costs incurred for replacing the passport up to the **Benefit Amount**.

All such costs must be approved by the Assistance Company on **Our** behalf prior to them being incurred.

### 14.2 What is Not Covered

**We** will not pay:

- (a) for loss, temporary loss/misplacement not reported to the police within 24 hours of discovery.
- (b) any loss consequent or resulting from the loss of the passport beyond the physical cost of replacement.



# Policy

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## 15. Personal Liability

### 15.1. What is Covered

**We** will pay **you** up to the amount shown in the **Schedule** (including legal costs and expenses) against any amount **You** become legally liable to pay as compensation for any claim or series of claims arising from any one event or source of original cause for accidental:

- (a) Accidental **Bodily Injury**, death, illness or disease to any person who is not in **Your** employment, who is not a **Relative**, or who is residing with **You** but not paying for their accommodation.
- (b) Loss of or damage to property that does not belong to and is neither in the charge of nor under the control of **yourself**, a **Relative** and/or anyone in **Your** employment. Cover is provided for any temporary holiday accommodation occupied (but not owned) by **you**.

### 15.2. Special Conditions Relating to Claims

- (a) **You** must give **us** written notice of any incident which may result in a claim as soon as possible.
- (b) **You** must send **us** every writ, summons, letter of claim or other document as soon as **You** receive it.
- (c) **You** must not admit any liability or pay, offer to pay, promise to pay or negotiate any claim without **Our** permission in writing.
- (d) **We** will be entitled to take over and carry out in **Your** name the defence of any claims for compensation or damages or otherwise involving any third party. **We** will have full discretion in the conduct of any negotiation or proceedings or in the settlement of any claim and **You** must give **Us** all information and assistance which **We** may require.
- (e) If **You** die, **Your** legal representative(s) will have the protection of this cover as long as they comply with the terms and conditions outlined in this policy.

### 15.3 What is Not Covered

**We** will not pay:

- (a) the **Excess**.
- (b) Compensation or legal costs arising directly or indirectly from:
  - (i) Liability which **You** were required to assume under the terms of any agreement or contract (such as a hire agreement).
  - (ii) Pursuit of any business, trade, profession or occupation or the supply of goods or services including any voluntary or unpaid work including babysitting.
  - (iii) Ownership, possession or use of animals, aircraft, firearms or weapons of any kind.
  - (iv) Ownership, possession or use of any vehicle, watercraft or leisure equipment that is motorised or mechanically or jet propelled
  - (v) The transmission of any contagious or infectious disease or virus.



# Policy

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## 16. Business Travel

### 16.1 Special Note

For the purpose of this Section only, “**Trip**” means a trip carried out to conduct business only.

This extension to the insurance provides the following amendments to the insurance specifically for any **Trip** made by **you**.

### 16.2 What is Covered

- (a) In addition to the cover provided under Section – Baggage **We** will pay **You** up to the amount shown in the **Schedule** for the accidental loss of, theft of or damage to **Business Equipment**. The amount payable will be the current market value, which takes into account a deduction for wear and tear and depreciation (loss of value).
  - (i) The maximum we will pay for any one article, pair or set of articles is the amount shown in the **Schedule**.
- (b) **We** will pay **you** up to the amount shown in the **Schedule** for additional accommodation and travelling expenses incurred in arranging for a colleague or Business Colleague to take **Your** place on a pre-arranged business **Trip** in the event that:
  - (i) **You** die.
  - (ii) **You** are unable to make the business **Trip** due to being temporarily or permanently incapacitated, hospitalised or **You** were on a waiting list to go into hospital at the time of arranging the business **Trip** as confirmed in writing by a **Medical Practitioner**.
  - (iii) **Your Relative** or **Close Business Colleague** in your home area dies, is seriously injured or falls seriously ill.

### 16.3 Special Conditions Relating to Claims

- (a) **You** must report to the local police in the country where the incident occurred within 24 hours of discovery or as soon as practicable after that and get (at **Your** own expense) a written report of the loss, theft or attempted theft of all **Business Equipment**.
- (b) If **Business Equipment** is lost, stolen or damaged while in the care of a public transport provider, authority, hotel or **Your** accommodation provider **You** must report details of the loss, theft or damage to them in writing and get (at **Your** own expense) written confirmation.
- (c) If **Business Equipment** is lost, stolen or damaged whilst in the care of an airline **You** must:
  - (i) get a Property Irregularity Report from the airline.
  - (ii) give formal written notice of the claim to the airline within the time limit contained in their conditions of carriage (please keep a copy).
  - (iii) keep all travel tickets and tags for submission if **You** are going to make a claim under this insurance.
- (d) **You** must provide (at **Your** own expense) an original receipt or proof of ownership for items lost, stolen or damaged to help **You** to provide evidence to support **Your** claim.

### 16.4 What is Not Covered

**We** will not pay:

- (a) the **Excess**,
- (b) Loss or damage arising out of **You** engaging in manual work.
- (c) Any financial loss, costs or expenses incurred arising from the interruption of **Your** business.
- (d) Loss, theft of or damage to **Business Equipment** left unattended at any time unless left in the custody of a public transport provider, deposited in a hotel safe or safety deposit box, or left in **Your** locked accommodation.





- (e) Loss, theft of or damage to **Business Equipment** contained in an unattended vehicle unless:
  - (i) it is locked out of sight in a secure baggage area
  - (ii) forcible and violent means have been used by an unauthorised person to gain entry into the vehicle and evidence of this entry is available.
- (f) Loss or damage due to delay, confiscation or detention by customs or any other authority.
- (g) Loss or damage caused by wear and tear, depreciation (loss of value), atmospheric or climatic conditions, moth, vermin, any process of cleaning, repairing or restoring, mechanical or electrical breakdown.
- (h) Loss of, theft of or damage to films, tapes, cassettes, cartridges or discs other than for their value as unused materials unless purchased pre-recorded, when **We** will pay up to the manufacturer's latest list price.

<b>Business Equipment</b>	Up to €3,000 in total
Single Article/Pair/Set Limit	Up to €1,000 in total
Replacement Business Colleague	Up to €5,000 in total