

This Policy sets out the full Cover, limits and Exclusions applicable to Your insurance. **WE THEREFORE STRONGLY RECOMMEND YOU READ IT CAREFULLY AND CARRY IT WITH YOU ON YOUR HOLIDAY.**

Valid for Holidays commencing on or before 30th April 2010.

Policy Reference: 02486

We have not provided You with a personal recommendation as to whether this policy is suitable for Your specific needs. This product meets the demands and needs of those who wish to ensure their travel insurance requirements are covered.

**Premium Refund:** We hope You are happy with the cover this policy provides. However, if after reading this policy wording, this insurance does not meet Your requirements, please return it within 14 days of issue and We will refund Your premium provided no claims have been made on the policy during that time and You have not travelled. Please advise Us in writing of Your desire to do so. Thereafter you may cancel the policy at any time, however no refund of premium is payable. We may at any time cancel any insurance document by sending 14 days notice to You at Your last known address. Provided the premium has been paid in full You shall be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

**MEDICAL SCREENING QUESTIONS - PLEASE READ CAREFULLY**

**UK Trips**

Please note that if Your Trip is being taken within the United Kingdom and Republic of Ireland You do not need to call Us to discuss any medical conditions You may have. However please be aware that certain Conditions and Exclusions are applicable to All Sections of this insurance (particularly General Exclusion 2, which applies to You or anyone else upon whom Your Trip depends), details of which can be found on page 6 of this policy document.

**Overseas Trips**

For all overseas destinations please read and answer these questions in respect of You or Your travelling companions;

Have You or any of Your travelling companions ever suffered from, been investigated for, treated for or diagnosed with;

- any cancer or malignant condition?
- any lung, heart-related or circulatory condition (including angina or hypertension)?

YES

No cover is available under this policy for any claim which is directly or indirectly linked to the medical condition(s) which caused You to answer 'Yes' to either of the questions on the left.

NO

Do You or Your travelling companions have any condition that has required referral to or consultation with a specialist or hospital for treatment, investigation or check-up within the past 12 months?

YES

However, we can sometimes offer extended cover at an additional premium. Please call Us on 0818 22 00 96 to discuss your requirements.

NO

Full cover is available under this policy. If Your answers to any of these questions change to Yes during the Period of Insurance, please contact Us on 0818 22 00 96.

For all destinations (UK and Overseas), please also pay attention to the sections titled Conditions Applicable to All Sections of this Insurance and General Exclusions Applicable to All Sections of this Insurance (particularly General Exclusion 2), details of which can be found on page 6 of this policy document.

**IMPORTANT POINTS TO HELP YOU**

1. If You suffer an injury or illness which may lead to a claim under Your insurance, You must always seek the advice of a registered Medical Practitioner before cancelling or Curtailing Your Holiday, or before incurring any expenses. If You are already on Holiday and it is likely that expenses will exceed £300 per person, You must also seek the advice of Primary Assist before incurring any expenses under Sections 2 or 3. Please remember to retain receipts for all costs incurred.
2. All Material Facts must be disclosed to Us at the time Your policy commences and throughout the Period of Insurance. If You are in any doubt as to whether a fact is "material" then for Your own protection it should be disclosed to TPS (Insurance Admin Services) Ltd on 0818 22 00 96. An example of a Material Fact would be the serious illness of a non-travelling relative upon whose health Your booking depends.
3. If You become aware of any circumstances which may cause You to consider cancelling Your Holiday, You must inform the accommodation and/or transport providers with whom You have booked as soon as is reasonably possible and, in any event, within seventy-two hours, or You may incur additional charges that Your travel insurance will not cover.
4. Personal Property should always be kept either on Your person, in Your locked holiday accommodation, or completely hidden from view in the locked boot of a car. If a safety deposit box is available, You should use this to protect all Your Valuables. It is not possible to cover property lost whilst in the possession of a person not insured by this policy. Claims will be paid based on the value of goods at the time of loss, and not on a 'new for old' basis. An amount for wear and tear and depreciation will be deducted.
5. If Your Property or Money is lost or stolen, You must inform the Police within twenty-four hours of discovering the loss, and obtain a written report. If damage or loss occurs whilst the property is in the custody of Your holiday accommodation or transport company, You must inform them within twenty-four hours of discovery, and obtain a written report.
6. In common with all travel insurance policies of this type, this policy is not designed to provide cover for expensive articles such as video equipment, cameras, jewellery and furs. We strongly advise that You read the Cover, Limits and Exclusions applicable to Sections 7, and 8 before commencing Your Holiday. Items which fall into the general definition of 'Valuables' can usually be more effectively insured under an 'All Risks' section of Your household contents insurance policy.
7. You are not covered for money stolen from suitcases.
8. If You are intending to take part in any activity not listed under Acceptable Sports & Leisure Activities, You need to contact TPS (Insurance Admin Services) Ltd on 0818 22 00 96 to ensure that Your policy is suitable.
9. If the cost of Your medical treatment is reduced by use of Your European Health Insurance Card, Medicare or any other similar reciprocal agreement, the Excesses under Section 3 will not be applied.
10. Motor Cycling or Quad Biking can only be covered up to 125cc.
11. This policy is only available to You if You are permanently resident in the Republic of Ireland and registered with a Medical Practitioner in the Republic of Ireland.

This evidence of insurance is to confirm that those persons who have paid the appropriate premium are insured under a master policy number 02486.

**WHAT TO DO IN THE CASE OF MEDICAL EMERGENCY**

The emergency assistance provided for You by this Insurance is operated by **Primary Assist**. In the event of any illness, injury or accident involving anyone insured under this policy where the anticipated costs are likely to exceed €300, You must notify **Primary Assist**. They will direct You to an appropriate medical facility and may be able to guarantee costs on Your behalf.

When contacting **Primary Assist** please state that Your insurance is provided by **UK Underwriting Ltd** and quoting the appropriate reference number: **Cover4Travel 02486**.

**By telephone:** +44 (0) 845 218 7830  
**or by fax:** +44 (0) 845 218 7831  
**By email:** assistance@primaryassist.co.uk



**Note:** You must retain receipts for medical & additional costs incurred.

**PRIMARY ASSIST**

**HOSPITAL TREATMENT ABROAD**

If You are admitted into hospital You must contact **Primary Assist** immediately. If You do not, this could mean that We will not provide cover or We will reduce the amount We pay for medical expenses. If You are not admitted to hospital but You receive medical treatment abroad as an outpatient, You should pay the hospital or clinic and claim back Your medical expenses from claims services when You return to the Republic of Ireland.

**RETURNING EARLY TO THE REPUBLIC OF IRELAND**

If You have to return to the Republic of Ireland under Section 3 (Medical or Additional Accommodation & Travel Expenses), or Section 4 (Loss of Deposit, Cancellation or Curtailment), **Primary Assist** must authorise this. If they do not, this could mean that We will not provide cover or We may reduce the amount We pay for Your return to the Republic of Ireland. **Primary Assist** reserve the right to repatriate You should Our medical advisors view You as being fit to travel.

**Primary Assist** may be contacted from anywhere in the world to provide assistance to You.

If You experience difficulty getting through on the numbers listed above **Primary Assist** can also be contacted

**By telephone:** +44 (0)1603 215200  
**or by fax:** +44 (0)1603 619979

**SUMMARY OF COVER, LIMITS AND EXCESSES - COVER AND LIMITS ARE PER PERSON, UNLESS OTHERWISE SPECIFIED****(Sub limits may apply - please refer to policy section for full details)**

This is to certify that We, in consideration of the premium specified on Your schedule, agree to indemnify You on this Certificate of insurance in respect of:

Description of Cover	Policy Limit - Up to:	Excess
1. Personal Accident i. Loss of one or more eyes or limbs ii. Permanent Total Disablement iii. Death	i. €32,500 (€3,250 for Children and adults aged over 65) ii. €32,500 (Nil for Children and €3,250 for adults aged over 65) iii. €13,000 (€1,300 for Children and €3,250 for adults aged over 65)	Nil
2. (a) Hospital Benefit (b) Return to Home	(a) €26 per 24 hours - Up to €780 (outside ROI) (b) €4,550	(a) Nil (b) €45 per person or €90 per Family
3. (a) Medical Expenses (b) Additional Expenses	(a) €5,000,000 (outside ROI) (b) €2,600 (within ROI)	€45 per person or €90 per Family
4. Loss of Deposit, Cancellation or Curtailment	i. €6,500 for Cancellation or Curtailment ii. €6,500 for additional expenses following Curtailment	€45 per person or €90 per family €20 per person or €90 per Family for Loss of Deposit €65 per person or €130 per family for all claims arising from a medical condition
5. Catastrophe Benefit	€975	Nil
6. Delayed Travel (a) Holiday Abandonment (b) Delayed Travel Benefit	(a) €6,500 (b) €520	(a) €45 per person or €90 per Family (b) Nil
7. Missed Departure	€780 (European Holidays) €1,300 (outside Europe)	Nil
8. Personal Property	€2,275 Single article limit €390 (€130 for Children) Valuables Limit €260 (€130 for Children) Spectacles and prescription sunglasses up to €98	€45 per person or €90 per Family
9. Personal Money	€650 (€325 for Children) Cash Limit €325 (€65 for Children)	€45 per person or €90 per Family
10. Wintersports* i. Owned Wintersports Equipment ii. Hired Wintersports Equipment iii. Ski Pack iv. Piste Closure v. Delay Due to Avalanche	i. €455 ii. €26 per person per day (subject to a maximum of £260) iii. €195 iv. €26 per person per day (up to a maximum of €260) v. €260	€45 per person or €90 per Family Nil for items ii and iv
11. Optional Golf Cover* i. Golf Equipment ii. Golf Equipment Hire iii. Golfing Fees	i. €1,950 (single article limit €390) ii. €26 per 24 hours (up to a maximum of €260) iii. €98 per day (up to a maximum of £390)	i. €45 per person or €90 per Family ii. Nil iii. €45 per person or €90 per Family
12. Delayed Baggage	€163 per 24 hours - Up to €325	Nil
13. Passport / Driving Licence Indemnity	€650	Nil
14. Personal Liability	€2,000,000	Nil
15. Legal Expenses	€32,500	Nil

\* Only applicable if the appropriate premium has been paid

**Cover 4 Travel 2008 Extended Stay Travel Insurance Arranged by:** TPS (Insurance Admin Services) Ltd with UK Underwriting Limited and underwritten by: AXA Insurance UK plc, Registered in England No.78950. Registered Office: 5 Old Broad Street, London, EC2N 1AD.

TPS (Insurance Admin Services) Ltd, UK Underwriting Limited, and AXA Insurance UK plc are authorised and regulated by the Financial Services Authority. This can be checked on the FSA's register by visiting the FSA's website at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting them on 0845 606 1234.

**Data Protection Act 1998**

Please note that any information provided to Us will be processed by Us and Our agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.

**MAKING A CLAIM**

**Any incident or loss which gives rise, or may give rise, to a claim under Your travel insurance should be advised immediately to:**

**TPS (Insurance Admin Services) Ltd Claims Service,  
Claims Department, PO BOX 132, LEEDS, LS10 9BT  
Telephone: 0818 22 00 97**

**When contacting TPS (Insurance Admin Services) Ltd Claims Service please quote Scheme Name: Cover 4 Travel Scheme ref no: 02486**

You will then be sent a claim form including, where appropriate, a medical certificate, which You should arrange to complete as fully as possible, including any documents such as Booking Confirmations, Cancellation Charges Invoices, Police Reports, Hotel/Transport Company Reports, Receipts and Proof of Ownership. IT IS NOT NECESSARY FOR YOU TO OBTAIN A LETTER OR CERTIFICATE FROM YOUR GENERAL PRACTITIONER BEFORE RECEIVING YOUR CLAIM FORM. If any documentary evidence is missing or incomplete, Your claim may be delayed whilst Our claims service requests the correct information.

**If You have to make a claim,** You must notify Us as above as soon as practicable after the incident giving rise to the claim, and in any event **no later than 31 days after this insurance expires.** We will reserve the right to decline liability for any claim notified after this date.

UK Underwriting Ltd are an insurers agent and in the matters of a claim act on behalf of the insurer.

**COMPLAINTS PROCEDURE**

It is the intention to give You the best possible service but if You do have any questions or concerns about this insurance or the handling of a claim You should in the first instance contact the Managing Director of TPS (Insurance Admin Services) Ltd. The contact details are:

The Managing Director, TPS (Insurance Admin Services) Ltd, Claims Service, Claims Department, PO BOX 132, LEEDS, LS10 9BT  
Tel: 0844 5734173 Fax: 0845 2187192 Email: [info@tpsLtd.com](mailto:info@tpsLtd.com)

In all correspondence please state Your insurance is provided by UK Underwriting Ltd and quote: Scheme name: Cover 4 Travel Scheme ref no. 02486

In the event You remain dissatisfied and wish to make a complaint, You can do so by contacting the following:

The Head of Claims, UK Underwriting Ltd, 2 Gibraltar House, Bowcliffe Road, Leeds, LS10 1HB.

If it is not possible to reach an agreement, You have the right to make an appeal to the Insurance Ombudsman of Ireland. This also applies if You are insured in a business capacity but have a group annual turnover of less than £1 million, or are a charity with an annual income of less than £1 million, or are a trustee of a trust with a net asset value of less than £1 million. You may contact the Insurance Ombudsman of Ireland at:

Insurance Ombudsman of Ireland, 77 Merrion Square, Dublin 2. Tel: 01 662 0899

Your statutory rights are not affected if you choose to follow the complaints procedure above. For further information about your statutory rights contact your local authority Trading Standards Service or Citizens Advice Bureau.

## COMPENSATION SCHEME

AXA Insurance UK plc is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 100% of the first £2,000 and 90% of the remainder of the claim. You can get more information about compensation scheme arrangements from the FSCS or visit [www.fscs.org.uk](http://www.fscs.org.uk)

## MEANING OF WORDS

ANY WORD DEFINED BELOW WILL HAVE THE SAME MEANING WHEREVER IT IS SHOWN IN YOUR POLICY

**Acceptable Sports & Leisure Activities** - The following amateur activities are automatically included within the cover:

Archery, if adequately supervised, Angling, Athletics, Aviation (as a fare paying passenger in a duly certified passenger-carrying aircraft), Badminton, Ballrooming (which has been organised in the Republic of Ireland prior to departure), Baseball, Basketball, Beach Games, Boating (within 12 miles of coastal waters), Canoeing (to Grade 3), Clay Pigeon Shooting, Cricket (amateur), Croquet, Cycling, Dry Skiing, Fell Walking, Fencing, Fishing, Football, Golf, Go Karting, Gymnastics, Handball, Horse Riding (up to 7 days), Jet Skiing or Boating, Jogging, Kite Buggy, Kayaking (to Grade 3) Motor Cycling or Quad Biking up to 125cc, Netball, Non Manual Work, Orienteering, Outward Bound, Parascending (over water), Pony Trekking, Racquetball, Rambling, Roller Skating or Roller Blading, Rounders, Rowing, Running (sprinting or long distance), Safari (which has been organised in the Republic of Ireland prior to departure), Sail Boarding, Sailing (within 12 miles of coastal waters), Scuba Diving (max 30 metres) if adequately supervised, Shooting, Skate Boarding, Squash, Snorkelling, Softball, Street Hockey, Surfing, Swimming, Tennis, Trekking/Hiking (under 2000 metres), Triathlon, Volleyball, Water Polo, Water Skiing, White Water Rafting (to Grade 3), Windsurfing, Yachting or Dinghy Sailing (within 12 miles of coastal waters).

If Your activity does not appear on the list of Acceptable Sports & Leisure Activities, it is not covered. However, We may be able to cover Your activity upon payment of an additional premium. Please call TPS (Insurance Admin Services) Ltd on 0844 5734162 to discuss Your requirements.

**Accident, Accidental** - A sudden, unexpected, unusual, specific, violent, external event, which occurs at a single identifiable time and place.

**Age Limit** - The maximum age of any insured person outside Europe will be 69, and 79 for travel within Europe, at the date of departure of your trip. Children/Grandchildren are separately insured

**Bodily Injury** - Shall be injury caused by external, violent and visible means.

**Children/Grandchildren** - Are defined as persons aged up to and including 17 years of age and in full time education.

**Close Business Colleague** - Means Your associate, employed by the same company as You, whose absence from work or place of employment for one or more complete days necessitates the cancellation or Curtailment of the Holiday as certified by a Senior Director of such company.

**Close Relative** - Means Your spouse, partner, fiancé(e), parent, parent-in-law, step-parent, son, son-in-law, step-son, daughter, daughter-in-law, step-daughter, grandparent, grandson, granddaughter, brother, brother-in-law, step-brother, sister, sister-in-law or step-sister.

**Curtailment** - Means the abandonment of the Holiday by Your early return to Your Home in the Republic of Ireland or You being confined as an in-patient in a hospital or nursing home during Your Trip.

**Family** - Shall mean parents or grandparents (two adults) and their Children or Grandchildren. Cover for families shall apply where the appropriate premium has been paid and where the Family members travel together.

**Geographical Limits** - The level of cover applicable to You will depend upon the premium paid. The Geographical Limits covered by this Policy are clearly shown on the Schedule and fall within the following definitions:

- Area 1 - The United Kingdom, Channel Islands, Isle of Man and Republic of Ireland
- Area 2 - The continent of Europe west of the Ural mountains, including the Canary Islands, Madeira and Iceland
- Area 3 - Australia and New Zealand
- Area 4 - Worldwide excluding USA and Canada
- Area 5 - Worldwide including USA and Canada

**Golf Equipment** - Shall mean golf clubs, golf bag, non motorised golf trolley and golf shoes under 5 years of age.

**Hazardous Sports & Leisure Activities** - Any activity not listed under Acceptable Sports & Leisure Activities above.

**Holiday/Trip** - Means a journey that begins when You leave Your Home and ends on Your return to the Republic of Ireland during the Period of Insurance.

**Home** - Means Your usual place of domicile in the Republic of Ireland.

**Intrinsic Value** - Means the actual cash value of an item at the time of loss or damage, including appropriate deductions for wear and tear.

**Loss of Limb** - Means loss by physical severance at or above the wrist or ankle or the total and permanent loss of use of an entire hand, arm, foot or leg.

**Loss of Sight** - Means complete and irrecoverable loss of sight in one or both eyes.

**Material Fact** - Any fact which is known to You, which is likely to influence Us in the acceptance or assessment of this insurance.

**Medical Practitioner** - means a registered practising member of the medical profession who is not related to you or any person with whom you are travelling.

**Occupational Postings** - Shall mean postings of foreign office employees and military employees, including civilian services to the military.

**Permanent Total Disablement** - Means total disablement from engaging in or attending to any occupation whatsoever for at least twelve months from the date of injury, and at the end of that time being beyond hope of improvement.

**Personal Money** - Shall mean Your cash, coins, bank notes, cheques, travellers' cheques, postal or money orders or travel tickets.

**Personal Property** - Shall mean Your suitcases and similar containers and their contents, articles which can be worn or carried by You, including Your Valuables, but excluding Personal Money.

**Public Transport** - Shall mean any recognised bus, coach, train or Scheduled Airline service forming part of the booked itinerary.

**Self-Drive Holiday** - Shall mean a Holiday, the itinerary of which does not include transportation by means of Public Transport, or by means of the services of other privately owned coach/tour operators.

**Severe Weather** - Shall mean weather of such severity that the Police (or appropriate authority) warn by means of public communications networks (including but not limited to television or radio) that it is unsafe for individuals to attempt to travel via the route originally envisaged by You, or by any reasonable alternative route.

**Single Trip or One-Way Trip Period of Insurance** - The Trip duration, as shown in Your schedule / booking confirmation. Cover under the Cancellation section of Your policy starts from the date the certificate is issued and ends at the start of Your Trip. The cover under all other sections of Your policy starts at Your Trip departure and ends on Your return Home or the expiry of the policy, whichever is first.

**Ski Pack** - Shall mean Your ski pass and hire or tuition fee.

**Valuables** - Shall mean cameras and other photographic equipment of any kind, audio and video equipment, radios, electrical and electronic equipment, computers, all discs and other audio and visual media, jewellery, watches, furs, telescopes, binoculars, precious stones or articles made of or containing gold, silver or other precious metals.

**We, Our, Us, Insurer** - UK Underwriting Ltd on behalf of AXA Insurance UK plc.

**Wintersports** - Guided cross country skiing, mono skiing, off-piste skiing or snowboarding, recreational racing, skiing, snowboarding and snow sledging.

**You, Your(s), Insured Person** - All person (s) within the Age Limit, the names of whom are provided to TPS (Insurance Admin Services) Ltd at the time of premium payment, being permanently resident in the Republic of Ireland and registered with a Medical Practitioner in the Republic of Ireland and shown on the Schedule attaching. Each person is separately insured, with the exception of Children/Grandchild unless travelling with an insured adult.

## COVER AND LIMITS

### SECTION 1 - PERSONAL ACCIDENT

In the event that You sustain an Accidental Bodily Injury during the Period of Insurance, We will pay the benefits detailed in the Summary of Cover, Limits and Excesses for Bodily Injury, which solely and independently of any other cause within twelve calendar months from the date of the Accident causing such Bodily Injury results in:

1. Your death, or
2. Loss of one or more of Your Limbs, or
3. Loss of sight in one or both of Your Eyes, or
4. Your Permanent Total Disablement

#### PROVIDED THAT:

- a. death or disablement occurs within one year of the Bodily Injury
- b. compensation shall not be payable under more than one of the above items 1, 2, 3 or 4 in respect of the same Accident, and the payment under any one item shall terminate Our liability under this Section of the policy
- c. for Children, the death benefit shall be limited to €1,300, the loss of one or more limbs or eyes benefit shall be limited to €3,250 and nil shall be payable for Permanent Total Disablement
- d. for adults aged 66 years and over all benefits under this section shall be limited to €3,250
- e. any claim must be certified by an independent Medical Practitioner.

#### EXCLUSIONS APPLICABLE TO SECTION 1 ONLY

- Section 1 of this insurance does not cover:
1. the contracting of any disease, illness and/or medical condition
  2. the injection or ingestion of any substance
  3. any event which directly or indirectly exacerbates a previously existing physical bodily injury.

### SECTION 2 - HOSPITAL BENEFIT AND RETURN TO HOME

(a) **Hospital Benefit:** We will pay the amount shown in the Summary of Cover, Limits and Excesses for each completed twenty-four hours You spend in a recognised hospital as an in-patient as a result of falling ill or sustaining a Bodily Injury during Your Holiday.

(b) **Return to Home:** In the event of Your death occurring during the Period of Insurance, We will pay up to the amount shown in the Summary of Cover, Limits and Excesses to meet all reasonable expenses incurred by Your estate arising out of the transportation of Your remains back to Your Home in the Republic of Ireland or to an Undertaker within ten miles of Your Home; or the cost of burial or cremation in the locality abroad where Your death occurred.

#### CONDITIONS APPLICABLE TO SECTION 2 ONLY

You may not claim under Sub-Section 2(b) **Return to Home** and Section 4 in respect of the same Return to Home Expenses.

### SECTION 3 - MEDICAL OR ADDITIONAL ACCOMMODATION & TRAVEL EXPENSES

We will pay up to the amount shown in the Summary of Cover, Limits and Excesses for:

- (a) i. essential medical, hospital and treatment expenses
- ii. the cost of EMERGENCY dental treatment BUT ONLY for the immediate relief of pain, up to €520
- iii. repatriation

(b) additional accommodation, travelling and similar expenses (including such reasonable additional expenses of a relative or friend required on medical advice to travel to or remain behind with or accompany You)

as a direct result of:

- i. Your Accidental Bodily Injury, or
- ii. Your illness which occurs whilst You are on Holiday and which arises after You have paid Your premium.

#### CONDITIONS APPLICABLE TO SECTIONS 1 TO 3 ONLY

1. Items (a)i, (a)ii and (a)iii of Section 3 above are applicable only in respect of Holidays outside the Republic of Ireland.
2. It is a condition of Section 3 of the insurance that travel is limited to the same class as that originally booked.
3. You may not claim under this Section 3 and Section 4 in respect of the same additional accommodation or travel expenses.
4. If the cost of Your medical treatment is reduced by use of Your European Health Insurance Card, Medicare or any other similar reciprocal agreement, the Excesses under Section 3 will not be applied.
5. In the event that benefit under Section 3 becomes payable and it is considered medically necessary to do so, We will arrange for Primary Assist to transfer You, to the nearest practical location.
6. Section 3 covers the emergency costs of airlifting where such action is appropriate, necessary and practical.
7. We may instruct You to return if Our medical advisors and the doctors treating You decide that You can safely return Home. If You refuse to be repatriated all cover under the policy will cease.

#### EXCLUSIONS APPLICABLE TO SECTIONS 1 TO 3 ONLY

Sections 1, 2 and 3 of this insurance do not cover:

1. the first €45 per person or €90 per Family of each and every claim other than in respect of Section 1 and Section 2(b) where no excess shall apply
2. losses arising under Sections 2 or 3 if expenses are likely to exceed €300 per person and the consent of Primary Assist is not obtained before such expenses are incurred
3. losses arising within twenty-five miles of Your Home (not applicable to Section 1)
4. expenses incurred under these Sections after You are repatriated to the Republic of Ireland (We reserve the right to repatriate You should Our medical advisors view You as being fit to travel)
5. treatment or aid obtained in the Republic of Ireland (except as provided for herein)
6. surgery or medical treatment which can reasonably be dealt with on Your return to the Republic of Ireland
7. medication and/or treatment which at the time of the departure is known to be required or to be continued outside the Republic of Ireland
8. the additional cost of a single or private room accommodation at a hospital or nursing home, except where the Medical Practitioner treating You deems it necessary for You to occupy such accommodation
9. charges for personal services such as radio, TV, telephone and the like
10. cosmetic surgery and all expenses incurred in connection with cosmetic surgery
11. all expenses incurred in connection with elective or non-emergency care
12. non-prescribed drugs, medicines and related items
13. services and supplies to the extent that they are not usual, customary and reasonable or not prescribed by a legally qualified Medical Practitioner in accordance with similar accepted provisional medical standards

14. claims arising directly or indirectly from Your participation in Hazardous Sports and Leisure Activities unless agreed by TPS (Insurance Admin Services) Ltd
15. any cost or expense if You do not have a pre-paid return ticket to Your Home at the start of Your Trip
16. the cost of any treatment or surgery, including exploratory tests, which are not directly related to the illness or injury for which You went into hospital or clinic abroad
17. the cost of providing, repairing or replacing dentures, dental work involving the use of precious metals, false limbs, hearing aids, contact or corneal lenses or prescription spectacles
18. medication or drugs You knew You would need before the start of Your Trip.
19. any medical costs or expenses, if You are in Australia and You have not enrolled medicare.

#### SECTION 4 – LOSS OF DEPOSIT, CANCELLATION OR CURTAILMENT

We will pay up to the appropriate amount stated in the Summary of Cover, Limits and Excesses in the event that You shall sustain pecuniary loss in respect of:

- i. irrecoverable deposits, payments and contractual obligations including those for pre-paid excursions and unused travel and accommodation, for which You contracted prior to the commencement of the Holiday, and
  - ii. additional accommodation and additional costs of returning to Home where the Holiday is necessarily and unavoidably cancelled or Curtailed due to:
    - a. the death, injury or illness as certified by a registered Medical Practitioner of:
      - i. You, the Insured Person, or
      - ii. the person with whom You are travelling or had arranged to travel, or
      - iii. Your Close Relative or Close Business Colleague or that of the person with whom You are travelling or had arranged to travel, or
      - iv. the person with whom You have made arrangements for the provision of Holiday accommodation where Your Holiday involves staying in such person's home and is dependent upon such person's well being
    - b. Your, (or that of the person with whom You are travelling or had arranged to travel):
      - i. requirement to attend Jury Service or Your attendance under a subpoena as a witness at a Court of Law
      - ii. compulsory redundancy which qualifies for payment under current redundancy legislation
    - c. the theft, storm, flood or damage occurring within fourteen days prior to the commencement of the Holiday and during the Holiday at Your Home or place of business in the Republic of Ireland or that of the person with whom You are travelling or had arranged to travel, where Your/their presence is required either by the Police or the insurers of Your/their main residence or place of business
    - d. Your unforeseen Occupational Postings not known of at the time You pay Your premium, or those of the person with whom You are travelling or had arranged to travel, or the unexpected cancellation of previously agreed leave arising from unavoidable and necessary duty for Ambulance Service, Coastguard, Fire Brigade or Police Personnel
- which occurs during the Period of Insurance.

#### CONDITIONS APPLICABLE TO SECTION 4 ONLY

1. Any event which **may** give rise to a cancellation claim under this Section must be notified to the hotel or holiday establishment, or tour operator or travel/booking agent within a maximum of seventy-two hours of such event.
2. You may not claim under sections 2, 3 and/or 4 in respect of the same expenses.
3. Cover for cancellation is limited to the amount shown in the Summary of Cover, Limits and Excesses, less insurance premiums paid.
4. In respect of Curtailment claims:
  - i. travel must be limited to the same class as that originally booked
  - ii. payments will be calculated from the day You return to the UK or You are hospitalised as an in-patient. Your claim will be based solely on the number of complete nights' accommodation lost out of Your originally booked arrangements. In respect of travel expenses, We will pay for any additional costs but not for the loss of Your pre-booked arrangements
  - iii. prior to Curtailment of the Holiday due to medical reasons, it is a condition that a Doctor's certificate **must** be obtained to confirm the necessity to Curtail the Holiday.
5. Any claim for Curtailment must be approved by Primary Assist tel +44 (0) 845 218 7380, prior to Your return to the Republic of Ireland

#### EXCLUSIONS APPLICABLE TO SECTION 4 ONLY

Section 4 of the insurance does not cover:

1. the first €45 per person or €90 per Family of each and every claim, other than:
  - i. Claims for loss of deposit only, where an excess of €20 per person or €90 per Family applies
  - ii. All claims arising from a medical condition where an excess of €75 per person or €130 per Family applies
2. government regulations or currency restriction or act
3. omission or default of the provider of transport or accommodation or of the agent through whom the Holiday/travel arrangements were made
4. Your disinclination to travel or financial circumstances or that/those of the person with whom You are booked to travel, or on whom the Holiday plans depend
5. Holiday arrangements not honoured by Your employer, or the employer of the person with whom You have booked to travel, other than as provided for by Sub-section 4(d)
6. Your late arrival at the airport or port after checking in or booking in time
7. Your loss of enjoyment of the Trip, however caused
8. failure to obtain the relevant passport or visa
9. return to Your Home if You do not possess return tickets already
10. if You become aware of any circumstances which may cause You to cancel Your Holiday, We will only be liable for the cancellation charges which would have applied if You notify the Holiday provider within seventy-two hours.
11. Any claim for Curtailment which has not been approved by Primary Assist prior to Your return to the Republic of Ireland.

#### SECTION 5 – CATASTROPHE BENEFIT

We will pay up to the amount stated in the Summary of Cover, Limits and Excesses in respect of irrecoverable travel or accommodation costs necessarily incurred by You in order to continue with Your Holiday, in the event You are forced to move from Your pre-booked accommodation as a result of fire, lightning, explosion, earthquake, storm, tempest, hurricane, flood, medical epidemic or local Government directive which occurs during the Trip (and is confirmed in writing by the appropriate local or national authority). If the Holiday cannot be continued, We will pay for Your return to Home, subject to the amount stated in the Summary of Cover, Limits and Excesses. In the event that benefit under this Section becomes payable and it is necessary to do so, We will arrange for Primary Assist to transfer to You, to the nearest practical location, any benefit that has accrued up to the amount stated in the Summary of Cover, Limits and Excesses. Such transfer will only be available once in respect of each claim.

#### EXCLUSIONS APPLICABLE TO SECTION 5 ONLY

We will not cover claims arising from:

1. Your decision not to remain in Your booked accommodation when official directives from local authorities state that it is acceptable to do so

2. any costs or expenses payable by or recoverable from the tour operator, airline, hotel or other provider of services.

#### SECTION 6 – DELAYED TRAVEL & HOLIDAY ABANDONMENT

1. If the departure of the aircraft, sea vessel or Public Transport in which You have arranged to travel either to or from the Holiday destination is delayed for at least twelve hours from the time specified in the official travel itinerary supplied to You as a direct result of:
  - strike or industrial action
  - Severe Weather conditions
  - mechanical breakdown or derangement of such aircraft, sea vessel, Eurotunnel train or Public Transport

We will pay either:

- (a) Holiday Abandonment - (on the outbound journey only) Your pecuniary loss in respect of irrecoverable charges for unused travel and accommodation for which You contracted prior to the commencement of the Holiday, if, after twelve hours, You elect to abandon the whole travel itinerary, subject to the maximum amount shown in the Summary of Cover, Limits and Excesses, or
  - (b) Delayed Travel Benefit - an amount of €25 for the first completed twelve hour period of delay in departure, commencing from the original booked time specified in the official itinerary supplied to You and a further €25 after each subsequent twelve hour period of delay, subject to the maximum amount shown in the Summary of Cover, Limits and Excesses.
2. Alternatively, in respect of a Self Drive Holiday the benefits described in 6.1(a) and 6.1(b) shown above will become payable if You are delayed for at least twelve hours from travelling in Your own vehicle either to or from the Self-Drive Holiday destination specified in the booking confirmation supplied to You due to:
    - (a) Severe Weather, or
    - (b) accidental damage to the self-driven vehicle, including towed caravans, that occurs en route to the self-drive destination and where repairs cannot be effected within twelve hours of the accident.

#### SECTION 7 – MISSED DEPARTURE

We will pay You, up to the amount shown in the Summary of Cover, Limits and Excesses, for reasonable additional accommodation and travel expenses, if You arrive at Your last departure point from the Republic of Ireland or the last departure point for Your return Trip to the Republic of Ireland too late to board Your booked flight, train or sailing, as a result of the following:

- i. scheduled Public Transport services failing to get You to Your destination in time due to strike, industrial action, Severe Weather conditions or mechanical breakdown, or
- ii. the private motor vehicle in which You were travelling suffering from a mechanical breakdown or failure, or
- iii. the private motor vehicle in which You were travelling being directly involved in a road traffic accident, which resulted in mechanical breakdown or failure

**provided always that:**

- (a) You have taken all reasonable steps to complete the journey to the departure point on time
- (b) You are able to provide documentary evidence from a recognised garage or recovery service as to the cause and effect of an accident or mechanical failure.

#### CONDITIONS APPLICABLE TO SECTIONS 6 AND 7 ONLY

1. You shall be entitled to only one of the benefits shown in these Sections, namely 6.1(a) Holiday Abandonment, 6.1(b) Delayed Travel Benefit, or 7 Missed Departure, per outward or homebound journey undertaken, subject always to the sums shown in the Summary of Cover, Limits and Excesses which shall apply in all, and not per journey.
2. It is a condition of these Sections that You shall take all reasonable steps to continue with the Holiday/travel plans once the original occurrence giving rise to the delay is diminished or otherwise rectified.
3. Claims will only be considered under Section 6.1(a) or 6.1(b), not both.

#### EXCLUSIONS APPLICABLE TO SECTIONS 6 AND 7 ONLY

Sections 6 and 7 do not cover:

1. delay or disruption which occurs after the departure of the aircraft, sea vessel or Public Transport in which You have arranged to travel
2. claims arising from Your failure to check in according to the itinerary supplied to You (other than as provided for in the Missed Departure Section above)
3. claims where You fail to obtain written confirmation from the carriers (or their handling agents) of the number of hours delay and the reason for such delay
4. claims arising from strike and industrial action existing or notified by intention at the date this insurance is purchased, or Trip is booked whichever is the later
5. the first €45 per person or €90 per Family of each and every claim in respect of 6.1(a) Holiday Abandonment
6. claims where You fail to obtain substantiation in respect of Severe Weather
7. claims for disrupted travel or delayed arrival
8. Your disinclination to travel
9. any claims arising directly or indirectly from the delay of travel arrangements in any way caused or contributed to by or on the order of any government, public or local authority including but not limited to any civil or federal aviation authority.

#### SECTION 8 – PERSONAL PROPERTY

We will pay up to the amount shown in the Summary of Cover, Limits and Excesses in respect of loss of or damage to Your Personal Property which occurs during the Period of Insurance.

Cover does not apply on a "new for old" basis and is based on the value of the property at the time of loss or damage.

#### CONDITIONS APPLICABLE TO SECTION 8 ONLY

1. We reserve the right to repair, replace or pay the intrinsic value of any lost or damaged article.
2. Notwithstanding the above, the maximum amount payable in respect of:
  - i. any one article, pair or set is €390 (€130 for Children)
  - ii. loss of or damage to Valuables is €260 (€130 for Children) in total
  - iii. the maximum payment for any single article for which an original receipt, proof of purchase or insurance valuation (obtained prior to the loss) is not supplied is €65, subject to a maximum of €260 for all such items
  - iv. spectacles and prescription sunglasses is €98
3. Any damaged article must be retained and made available to Us for inspection.

#### SECTION 9 – PERSONAL MONEY

We will pay up to the amount shown in the Summary of Cover, Limits and Excesses in respect of Your loss of Personal Money which occurs within seventy-two hours prior to travel and during the Period of Insurance.

#### CONDITIONS APPLICABLE TO SECTION 9 ONLY

1. Cover under this Section of the insurance applies only when Personal Money is carried by You or is deposited in a bank or safety deposit box, or in Your locked holiday accommodation in the event that there is no safety deposit box.

2. It is a condition of this Section of the insurance that in the event of loss of Personal Money, documentary evidence (e.g. bank or other exchange organisation receipts) must be provided to substantiate a claim.
3. The maximum amount payable in respect of actual cash (i.e. coins or bank notes) shall be limited to €325 (€65 in respect of Children).
9. theft from an unattended motor vehicle, unless left in the locked boot or locked glove compartment and there is evidence of violent, visible and forcible entry thereto
10. theft from Your Holiday accommodation unless there is evidence of violent, visible and forcible entry thereto
11. theft of Personal Money and/or Valuables from an unattended motor vehicle
12. loss of or damage to Personal Property, Wintersports Equipment or Golf Equipment whilst in the custody of a person other than those insured by this policy
13. damage to suitcases, unless rendered unusable
14. damage to sports equipment whilst in use (other than in respect of Wintersports Equipment)
15. shortage due to errors, omissions, rates of exchange or depreciation in value
16. loss of travellers' cheques not reported to the issuing authority or their agent within twenty-four hours of discovery of such loss
17. loss of or damage to Valuables or Personal Money whilst carried in a suitcase or similar receptacle
18. loss of Personal Money belonging solely to You whilst in the custody of another person, unless such Personal Money is deposited in a bank or safety deposit box
19. leakage of powder or liquid, any process of cleaning, restoring or repairing
20. claims relating to prams, buggies, wheelchairs, pedal cycles, motor vehicles, marine equipment, diving equipment, watercraft, surfboards or sports equipment.
21. any breakage or fragile article, unless the breakage is caused by fire or an accident involving the vehicle in which You are being carried
22. loss, theft or damage to anything being shipped as freight or under a Bill of Lading.

## SECTION 10 – WINTERSPORTS

**Cover under this Section applies only when the appropriate Wintersports Premium has been paid**

We will pay up to:

1. Wintersports Equipment:
  - i. €455 per person in respect of loss of or damage to Your Wintersports Equipment, or;
  - ii. €325 per person in respect of loss of or damage to hired Wintersports Equipment which occurs during the Period of Insurance and renders such equipment unusable. If you own the Winter Sports Equipment, we will take off the following amounts for wear and tear.

### Age of Wintersports Equipment

- | Age of Wintersports Equipment | Deduction             |
|-------------------------------|-----------------------|
| Up to 1 year                  | 10% of purchase price |
| 1 to 2 years                  | 30% of purchase price |
| 2 to 3 years                  | 50% of purchase price |
| 3 to 4 years                  | 70% of purchase price |
| 4 to 5 years                  | 80% of purchase price |
| Over 5 years                  | No Cover              |
2. Hired Winter Sport Equipment - €26 per person per day (subject to a maximum of €260 per person in all) in respect of hiring replacement skis or snowboard following loss or damage during the Period of Insurance which renders Your skis or snowboard unusable.
  3. Ski Pack - €195 per person in respect of the proportionate, unused value of Your Ski Pack following:
    - i. Your Accident or sickness (certified by a qualified Medical Practitioner at the time of the Accident or sickness)
    - ii. Curtailment of Your Holiday for the reasons specified under Section 4
    - iii. loss or theft of Your Ski Pack
  4. Piste Closure - €26 per person per day (up to a maximum of €260 per person) in the event that You are unable to ski either as a result of lack of snow fall in Your pre-booked Holiday resort or on account of piste closure in Your pre-booked Holiday resort due to avalanche and in the absence of any reasonable or suitable alternative.  
This benefit applies only:
    - i. after You are unable to ski for twenty-four hours
    - ii. where written confirmation is provided by Your tour operator
    - iii. in respect of non-ROI holidays.
  5. Delay due to Avalanche - €260 per person for reasonable and necessary expenses incurred in the event that You become displaced from Your Holiday accommodation, or are restricted to the Holiday resort due to avalanche occurring during the Period of Insurance.

### CONDITIONS APPLICABLE TO SECTION 10 ONLY

1. Cover under this Section applies only in respect of leisure travel/Holidays and not in respect of business travel or where You undertake Wintersports in a professional capacity.
2. Cover under this Section does not apply in respect of Your participation in mountaineering, ski-acrobatics, ski-flying, ski-mountaineering, ski-stunting, ski-jumping, ski randonnee, use of skeletons, freestyle skiing, ice hockey, luge, off-piste skiing in areas designated as unsafe by resort management, off-piste skiing where there is an avalanche warning in place, parapenting, ski bob racing, ski-doing, ski racing or training, the use of bobsleighs, snow mobiling, tobogganing, heli-skiing or unsupervised off-piste skiing. Cover in respect of off-piste skiing applies only where You are accompanied by a suitably qualified guide.
3. You may not claim under this Section 10 and Section 8 in respect of the same loss or damage.
4. We reserve the right to repair or replace the items lost or damaged.
5. Any damaged ski equipment must be returned to the Republic of Ireland and made available for inspection.

### SECTION 11 - OPTIONAL GOLF COVER

**Cover under this Section applies only when the appropriate Premium has been paid**

1. **Golf Equipment** - We will pay up to €1,950 (single article limit €390) for accidental loss, theft or damage to Golf Equipment which You own.
2. **Golf Equipment Hire** - if Your Golf Equipment is:
  - i. lost, stolen or damaged; or
  - ii. misdirected or delayed in transit by more than 24 hours
 We will pay You €26 per day (up to a maximum of €260) for each 24 hour period You are without Your own Golf Equipment for the cost of hiring You the necessary Golf Equipment
3. **Non-refundable Golfing Fees** - We will pay You €98 per day (up to a maximum of €390), the proportionate value of any non-refundable
  - i. pre-paid green fees; or
  - ii. Golf Equipment hire fees; or
  - iii. tuition hire fees
 which are not used due to:
  - (a) You being involved in an Accident
  - (b) Your sickness certified by a treating doctor in resort
  - (c) adverse weather conditions which cause the closure of the golf course.

### EXCLUSIONS APPLICABLE TO SECTIONS 8, 9, 10, 11 ONLY

Sections 8, 9, 10, 11 of this insurance do not cover:

1. the first €45 per person of each and every claim (separately in respect of Sections 8, 9, 10, 11) other than in respect of:
  - i. spectacles and prescription sunglasses
  - ii. items 2 and 4 of Section 10 (see Summary of Cover, Limits and Excesses)
  - iii. items 2 and 3 of Section 11
 where no excess applies (the maximum excess applicable where Personal Property and Personal Money are lost, stolen or damaged as a result of the same occurrence is €45 per person or €90 per Family per claim)
2. loss or damage arising from delay, confiscation or detention by recognised officials or authorities
3. loss of or damage to stamps, documents, contact or corneal lenses, non-prescription sunglasses, hearing aids, dentures, false limbs or fragile articles (china, glass, sculpture and the like), antiques and mobile phones
4. business equipment or samples, tools or motor accessories
5. normal wear and tear, denting, scratching, damage due to moths or vermin, gradual deterioration or mechanical or electrical breakdown
6. loss or damage whilst Your Personal Property (excluding Valuables), or Golf Equipment is in the custody of a transport company or other carrier unless reported immediately upon discovery, and a report obtained (in the case of an airline, a property irregularity report must be obtained and submitted to Us, along with airline tickets and baggage tags)
7. loss not reported to the Police
8. loss of or damage to anything left unattended by You in a public place other than in respect of skis left in an area designated for their storage where no secure facility exists

9. theft from an unattended motor vehicle, unless left in the locked boot or locked glove compartment and there is evidence of violent, visible and forcible entry thereto
10. theft from Your Holiday accommodation unless there is evidence of violent, visible and forcible entry thereto
11. theft of Personal Money and/or Valuables from an unattended motor vehicle
12. loss of or damage to Personal Property, Wintersports Equipment or Golf Equipment whilst in the custody of a person other than those insured by this policy
13. damage to suitcases, unless rendered unusable
14. damage to sports equipment whilst in use (other than in respect of Wintersports Equipment)
15. shortage due to errors, omissions, rates of exchange or depreciation in value
16. loss of travellers' cheques not reported to the issuing authority or their agent within twenty-four hours of discovery of such loss
17. loss of or damage to Valuables or Personal Money whilst carried in a suitcase or similar receptacle
18. loss of Personal Money belonging solely to You whilst in the custody of another person, unless such Personal Money is deposited in a bank or safety deposit box
19. leakage of powder or liquid, any process of cleaning, restoring or repairing
20. claims relating to prams, buggies, wheelchairs, pedal cycles, motor vehicles, marine equipment, diving equipment, watercraft, surfboards or sports equipment.
21. any breakage or fragile article, unless the breakage is caused by fire or an accident involving the vehicle in which You are being carried
22. loss, theft or damage to anything being shipped as freight or under a Bill of Lading.

### SECTION 12 – DELAYED BAGGAGE

We will pay up to the amount shown in the Summary of Cover, Limits and Excesses for every twenty-four hour period that You remain without Your baggage subject to proof of purchase for emergency purchases of essential items, and providing Your baggage is certified by the carriers (or their handling agents) in writing to have been lost or misplaced on the outward journey for at least twenty-four hours from the time of arrival at the Holiday destination, and a property irregularity report for airlines, and an incident report for tour operators or Holiday companies obtained.

### CONDITIONS APPLICABLE TO SECTION 12 ONLY

1. All purchase receipts must be retained in support of a claim.
2. You cannot claim under both Sections 8 and 12 for the same loss.

### SECTION 13 – PASSPORT/DRIVING LICENCE INDEMNITY

We will indemnify You up to the limit shown in the Summary of Cover, Limits and Excesses in respect of essential additional travel and accommodation expenses necessarily incurred within one week prior to the Holiday and during the period of the Holiday outside the Republic of Ireland in the event of Your passport or driving licence being lost or stolen and as a result of obtaining a replacement thereof, subject always to the maximum amount shown in the Summary of Cover, Limits and Excesses.

### EXCLUSIONS APPLICABLE TO SECTION 13 ONLY

Section 13 of the insurance does not cover:

1. loss, destruction or damage
  - i. arising from confiscation or detention by customs officials or other authorities
  - ii. due to wear and tear
  - iii. not reported to the consular representatives of the relevant issuing country within twenty-four hours of discovery of loss, and a written report obtained
2. loss from any unattended motor vehicle.

### SECTION 14 – PERSONAL LIABILITY

We will indemnify You up to the limit shown in the Summary of Cover, Limits and Excesses (inclusive of costs) in respect of Your legal liability arising from Accidental Bodily Injury to third parties or Accidental loss of or damage to third party property occurring during the Period of Insurance.

In the event of Your death We will, in respect of the liability incurred by You, indemnify Your personal representatives in the terms of and subject to the limitations of this Section, provided that such personal representatives shall act as though they were You and observe, fulfil and be subject to the terms, exclusions and conditions of this Section insofar as they can apply.

### EXCLUSIONS APPLICABLE TO SECTION 15 ONLY

Section 14 of the insurance does not cover:

1. anything in General Exclusions
2. the first €260 of each and every claim in respect of loss or damage to temporary holiday accommodation
3. bodily injury or disease to any person who, at the time of sustaining such injury or disease, is engaged in Your service or to any member of Your Family or anyone You are travelling with
4. damage to property belonging to, or in the care, custody or control of Your Family or a person in Your service
5. any liability arising out of or incidental to any profession, occupation, or business
6. any liability which has been assumed under contract and would not otherwise have attached
7. any liability, injury, loss or damage arising directly or indirectly from or due to ownership, possession or use of:
  - (a) any motorised or mechanical vehicles including any attached trailers or caravans;
  - (b) any aircraft (whatsoever);
  - (c) any watercraft or vessel (other than manually propelled watercraft or vessels) or any other form of motorised leisure equipment
8. any liability arising out of ownership, occupation, possession, or use of any land or building (other than occupation only of any temporary residence)
9. any liability, injury, loss or damage arising directly or indirectly from or due to ownership, possession or use of any firearms or weapons of any kind
10. any liability arising in respect of any wilful or criminal act or assault
11. any liability, injury, loss or damage arising directly or indirectly from or due to any animals belonging to You or in Your care, custody or control.

### SECTION 15 – LEGAL EXPENSES

We will pay for legal expenses incurred by You up to the amount shown in the Summary of Cover, Limits and Excesses in the pursuit of legal proceedings for compensation and/or damages directly arising from or out of Your Bodily Injury or death during the Period of Insurance.

### CONDITIONS APPLICABLE TO SECTION 15 ONLY

We shall have complete control over the legal proceedings and the appointment of a Solicitor.

### EXCLUSIONS APPLICABLE TO SECTION 16 ONLY

Section 16 of the insurance does not cover:

1. any claim brought against Us or Our agents, Your Family or any member of Your travelling party
2. legal expenses incurred prior to the granting of Our support
3. any claim reported more than 31 days after the commencement of the incident giving rise to such claim
4. any claim where We consider Your prospects of success in achieving a reasonable benefit are insufficient
5. any claim emerging from the pursuance to a contingent fee agreement between You and Your counsel

6. any claim for travel and accommodation expenses which You have incurred whilst pursuing legal action
7. any claims for legal costs where You are pursuing legal action relating directly or indirectly to medical negligence or alleged medical negligence
8. pursuing claims as part of or on behalf of a group or organisation.

#### CONDITIONS APPLICABLE TO ALL SECTIONS OF THIS INSURANCE

1. It is a condition that all Material Facts have been disclosed to Us. Failure to do so may affect Your rights under this insurance. Following a change in a Material Fact disclosed to Us by You during the Period of Insurance, We reserve the right to amend or cancel Your insurance, providing You with a pro-rata refund of premium. If You are in any doubt as to whether a fact is 'material', then for Your own protection it should be disclosed to Us.
2. Written notice of any event which may give rise to a claim shall be given to Us (or Our claims service) as soon as practicable, and in any event no later than 31 days after the incident giving rise to the loss. All documents, certificates and evidence required in support of a claim, including items being claimed for if required by Us, shall be produced by You, and at Your expense.
3. Except with Our written consent, no person is entitled to admit liability on Our behalf or to give any representations or other undertakings binding upon Us. We shall be entitled to conduct all proceedings arising out of or in connection with claims in Your name, and to instruct solicitors of Our own choice for this purpose.
4. The due observance and fulfilment of all the terms and conditions of this insurance by You, or anyone acting on Your behalf, insofar as they relate to anything to be done or complied with by You, or anyone acting on Your behalf, shall be a condition precedent to Our liability to make any payment under this insurance.
5. No refund of premium is allowed (other than in respect of the Premium Refund Guarantee) once the insurance has been effected. In the event that Your Holiday dates are revised to a date within three months of the original Holiday, We may, at Our discretion, agree to transfer the insurance.
6. You must exercise due care and attention at all times for the safety of Your property and take all reasonable steps to prevent Accident, loss or damage.
7. Our liability shall be conditional upon the observance by You of the terms and conditions of this insurance and the truth and completeness of the statements and answers supplied by You and on Your behalf. If a claim is in any respect false or if any fraudulent means or devices are used by You or anyone acting on Your behalf to obtain any benefits from this insurance, all benefits under this insurance shall be forfeited and no return of premium shall be due.
8. This policy shall be governed by and construed in accordance with Irish Law.
9. If at the time of any loss, damage or liability arising under this insurance there is any other insurance covering the same loss, damage or liability, We will pay only Our rateable proportion.
10. You may not transfer Your interest in this insurance.
11. Each Insured Person shall be deemed to be insured separately.
12. Our total liability shall not exceed the respective sums stated in the Summary of Cover, Limits and Excesses.
13. You shall submit to medical examination at Your expense, except post mortem which We reserve the right to have undertaken at Our own expense.
14. We may, at Our own expense, take proceedings in Your name to recover compensation or secure an indemnity from any third party in respect of any loss or damage covered by this insurance, and any amount so recovered shall belong to Us.
15. This policy may be rescinded or cancelled without the consent of a third party.
16. Costs will be limited to those that would have been incurred if you were a resident of the Republic of Ireland.
17. If You have to make a claim, You must notify Us as above as soon as practicable after the incident giving rise to the claim, and in any event no later than 31 days after this insurance expires. We will reserve the right to decline liability for any claim notified after this date.

#### EXCLUSIONS APPLICABLE TO ALL SECTIONS OF THIS INSURANCE

This insurance does not cover:

1. claims if You or any of Your travelling companions have ever suffered from, been investigated for, treated for or diagnosed with:
  - i) any cancer or malignant condition
  - ii) any lung, heart-related or circulatory condition (including angina or hypertension)
  - iii) any condition that has required referral to or consultation with a specialist or hospital for treatment, investigation or check-up within the past 12 months unless declared to and accepted by the insurers and you have paid the additional premium required.
2. claims (for You or anyone else upon whom Your Trip depends) arising directly or indirectly from:
  - a) travelling or acting against medical advice
  - b) awaiting results of tests or medical investigations
  - c) being on a hospital waiting list for treatment
  - d) having received a terminal prognosis
  - e) pregnancy, where the pregnancy will exceed 26 weeks by the return date of the Trip
  - f) anxiety, stress or depression (unless admitted as an in-patient)
3. claims (for You or anyone else upon whose health Your Trip depends) arising directly or indirectly from failure to obtain the recommended vaccinations
4. circumstances of which You are aware at the time of effecting this policy
5. losses directly or indirectly occasioned by, happening through or in consequence of:
  - i. war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), terrorism, civil war, rebellion, revolution, insurrection, military or usurped power or confiscation by nationalisation or requisition and/or destruction of or damage to property by or under the order of any Government or local authority or riot or civil commotion
  - ii. Wintersports, or Your participation in any activity not shown on the list of Acceptable Sports and Leisure Activities, unless the appropriate additional premium has been paid

**If Your activity does not appear on the list of Acceptable Sports & Leisure Activities, it is not covered. However, We may be able to cover Your activity upon payment of an additional premium. Please call TPS (Insurance Admin Services) Ltd on 0844 5734162 to discuss Your requirements.**

- vi. prohibitive regulations by the government of any country
- vii. any unlawful act or criminal proceedings against the Insured, or any other person on whom the holiday plans depend except this exclusion shall not apply in the event of Your obligation to attend a Court of Law under subpoena as a witness, unless such obligation to attend falls within Your occupational, professional or other similar capacity
- viii. the tour operator, coach operator, transport company or hotel:
  - (a) causing a delay in the commencement of the holiday
  - (b) levying a surcharge, thus increasing the basic brochure price of the holiday
- ix. failure to notify the hotel or holiday establishment, or tour operator or travel agent or booking agent or provider of transport immediately it is found necessary to cancel or Curtail the travel arrangements
- x. the failure or inability of any equipment or any computer program to recognise or to correctly process any date as its true calendar date, or to continue to function correctly beyond that date other than for loss, damage, expenses or consequential loss not otherwise excluded which itself results from the operation of an insured cause (not applicable in respect of Sections 1, 2 and 3)
- xi. sexually transmitted diseases
- xii. injury, illness, death, loss, expense or any other liability attributable to HIV (Human Immunodeficiency Virus) and/or any HIV related illness including AIDS (Acquired Immune Deficiency Syndrome) and/or any mutant derivative or variations thereof
- xiii. Your financial incapacity
6. any loss whereby any period of disability or loss whatsoever is increased through Your own act or omission
7. any property more specifically insured
8. incidents which may give rise to a claim not notified in writing to Us (or Our claims service) within 31 days of the incident giving rise to the loss
9. third party rights and no party other than You may claim benefit under the terms of this insurance
10. failure in provision of any part of the booked itinerary including error, omission, or default by the provider of any service forming part of the booked itinerary
11. any part of a claim which is unproven or unsubstantiated
12. any claim when travelling against Foreign Office advice.

- iii. alcoholism, the use of intoxicating drink or drugs (other than drugs taken in accordance with treatment prescribed and directed by a registered Medical Practitioner, but not for drug addiction) or self exposure to needless peril (except in an attempt to save human life), wilfully self-inflicted injury or harm
- iv. nuclear fission, nuclear fusion or radioactive contamination
- v. consequential loss of any kind