

# Accident & Health UNDERWRITING

Group Personal Accident Insurance

Group Personal Accident & Illness Insurance

Business Travel Insurance

Certificate of Insurance



Accident & Health Underwriting Limited is Authorised  
and Regulated by the Financial Services Authority

LLOYD'S

Underwritten by certain Underwriters at Lloyd's and  
administered by Accident & Health Underwriting Ltd

**THIS IS TO CERTIFY** that in accordance with the authorisation granted to Accident & Health Underwriting Ltd (who administer this Insurance on behalf of Underwriters) under a Contract (the number of which is specified in the Schedule) by certain syndicates at Lloyd's (hereafter referred to as the Underwriters), whose definitive numbers and the proportions underwritten by them, which will be supplied on application, can be ascertained by reference to the said Contract which bears the Seal of Lloyd's Policy Signing Office, and in consideration of the payment of the premium specified herein, the said Underwriters are hereby bound, severally and not jointly, their Executors and Administrators, to insure the person(s) shown in the Schedule for the Benefits herein.

IN ALL COMMUNICATIONS THE CERTIFICATE NUMBER APPEARING ON THE SCHEDULE SHOULD BE QUOTED.

THE INSURANCE IS ONLY VALID WHEN ISSUED WITH A NUMBERED, SIGNED AND DATED SCHEDULE. PLEASE READ THIS CERTIFICATE AND ATTACHING SCHEDULE CAREFULLY. IF THE SCHEDULE IS INCORRECT PLEASE RETURN IT IMMEDIATELY TO YOUR AGENT FOR ALTERATION.

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## DEFINITIONS

Throughout this Certificate and attaching Schedule and Endorsements, all words in bold type shall have the following meaning: -

“**ACCIDENT**” means a sudden, unexpected, unusual, specific event, which occurs at an identifiable time and place, but shall also include exposure resulting from a mishap to a conveyance in which the **Insured Person** is travelling.

**Accident** shall also include disappearance. If the **Insured Person** is not found within 90 days of disappearing, and sufficient evidence is produced satisfactory to the Underwriters that leads them inevitably to the conclusion that he has sustained **Bodily Injury** and that such injury caused his death, the Underwriters shall pay the death benefit, where applicable, under this Insurance, provided that the person or persons to whom such sum is paid shall sign an undertaking to refund such sum to the Underwriters if the **Insured Person** is subsequently found to be living.

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

“**ANNUAL SALARY**” means annual gross basic salary in the 12 months immediately preceding the date of the **Accident** or **Illness** and shall be deemed to exclude remuneration received in respect of bonuses, commission, overtime and the like.

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

“**BENEFIT PERIOD**” means the maximum (but not necessarily consecutive) period for which the **Temporary Total Disablement** or **Temporary Partial Disablement Sum Insured** is payable, after deduction of the **Excess Period**.

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

- a) is sustained by the **Insured Person** and
- b) is caused by an **Accident** during the OPERATIVE TIME and
- c) solely and independently of any other cause, except illness directly resulting from, or medical or surgical treatment rendered necessary by such injury, occasions the death or disablement of the **Insured Person** within 24 months from the date of the **Accident**.

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

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

“**COUNTRY OF DOMICILE**” means the country in which the **Insured Person** normally resides.

“**DEPENDENT CHILDREN**” means the **Insured Person**'s children, including adopted, foster or step children, aged over 30 days and under 18 years, or aged under 23 years if in full time education.

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

“**EMPLOYEE**” means any person under a contract of service or apprenticeship with the **Assured**.

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

“**EXCESS PERIOD**” means the period at the commencement of each **Benefit Period** during which the **Sum Insured** is not payable.

“**GROSS WEEKLY WAGE**” means 1/52<sup>nd</sup> of **Annual Salary**.

“**HI-JACK**” means the unlawful seizure or wrongful exercise of control of an aircraft or conveyance or the crew thereof, in which the **Insured Person** is travelling as a passenger.

“**ILLNESS**” means illness of the **Insured Person** that declares itself during the OPERATIVE TIME and occasions the total disablement of the **Insured Person** within twelve months after declaring itself.

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

“**IRELAND**” means the Republic of Ireland.

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

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

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

- a) In both eyes if the **Insured Person**'s name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist, or
- b) In one eye if, after correction, the degree of sight the **Insured Person** has left is 3/60 or less on the Snellen scale.

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

“**MEDICAL PRACTITIONER**” means a registered, qualified, practicing member of the medical profession who is not related to the **Insured Person** or any person travelling with the **Insured Person** or known to the **Assured** or **Insured Person**.

“**MONEY**” means

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

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

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

“**PERMANENT TOTAL DISABLEMENT**” means disablement which entirely prevents the **Insured Person** from attending to the duties of his usual business or occupation and which lasts twelve months and at the expiry of that period is beyond hope of improvement.

“**PERSONAL PROPERTY**” means property owned by or in the custody or control of the **Insured Person**.

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

“**SUM INSURED**” means the limit of Underwriters liability, as shown in the Schedule and any attaching endorsement.

“**TEMPORARY PARTIAL DISABLEMENT**” means disablement that temporarily prevents the **Insured Person** from attending to a substantial part of the duties of his usual business or occupation.

“**TEMPORARY TOTAL DISABLEMENT**” means disablement that temporarily and totally prevents the **Insured Person** from attending to the duties of his usual business or occupation.

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

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

Words in the masculine gender shall include the feminine.

## GENERAL CONDITIONS

Applicable to the whole Certificate

1. This Insurance will not be assigned by the **Assured** unless otherwise agreed by the Underwriters in writing.
2. Any fraud, concealment or deliberate misstatement by the **Insured Person** in relation to any matter affecting this Insurance shall render this Insurance null and void in so far as it relates to such **Insured Person**, but any fraud, concealment or deliberate misstatement made by or known to the **Assured** shall render the whole Insurance null and void and all claims hereunder shall be forfeited.
3. The **Assured** and each **Insured Person** must take all reasonable steps to avoid or minimise any expense, damage or loss and make every reasonable effort to make any recovery possible.
4. Notice must be sent to the Claims Administrators as soon as practicable of any occurrence that might give rise to a claim and the **Assured** and/or the **Insured Person** must provide all reasonable and necessary evidence in support of a claim. The **Insured Person** must if so required by the Underwriters, undergo any reasonable medical examination(s) by the medical advisor(s) appointed by the Underwriters.
5. The Underwriters shall be subrogated to all the **Assured's** rights of recovery against any person or organisation for any claim paid or payable under this Certificate up to the limit of the Underwriters' liability in respect of such claim. The **Assured** and/or **Insured Person** shall, wherever possible, give all such information and assistance as the Underwriters may require to secure such rights.

## GENERAL EXCLUSIONS

Applicable to the whole Certificate

This Insurance does not cover: -

1. The **Insured Person** whilst engaged in or taking part in military, air force or naval service or operations (other than reserve or volunteer training).
2. Any claim arising directly or indirectly caused or contributed to by the **Insured Person's** intentional self-injury, suicide or attempted suicide or whilst engaged in or taking part in civil commotions or riots of any kind.
3. Claims in any way caused or contributed to by nuclear reaction, nuclear radiation or radioactive contamination.
4. War, whether war be declared or not, invasion or civil war; except whilst the **Insured Person** is travelling outside **Ireland**, however this exception shall not apply where the **Insured Person** is taking an active part in such War, invasion or civil war.
5. **Terrorism** involving the actual or threatened use of pathogenic or poisonous biological or chemical materials.
6. Any **Insured Person** aged 75 years of age or older at commencement of the Period of Insurance.

Note: Reduced to 65 years of age or older in respect of items 9, 10 and 11 (Compensation payable in respect of **Illness**) by PART A.

## WHO TO CONTACT

### 24 Hour Emergency Service Company

In the event of accident or illness resulting in hospitalisation, the following Emergency Service Company must be contacted immediately following such hospitalisation.

In the event of curtailment, the following Emergency Service Company must be contacted prior to making any travel arrangements.

CEGA Group Services  
Tel (UK) +44 (0) 1243 621525  
Fax (UK) +44 (0) 1243 773169  
E-mail: [assistance@cegagroup.com](mailto:assistance@cegagroup.com)

### Have the following information available: -

1. The Certificate Number and Contract Number as shown in the Schedule.
2. The name and address of your Agent as shown in the Schedule.
3. The telephone number from which you are calling.
4. The name and telephone number of the Doctor and Hospital attending you.

Failure to contact the Emergency Service Company and obtain authorisation may prejudice the claim and mean that not all the costs involved will be paid. The **Assured/Insured Person** should not attempt to find their own solution and then expect full reimbursement from the Underwriters, without prior approval first having been obtained from the Emergency Service Company.

### Reciprocal health agreements with other countries

#### EEA or Switzerland

In the event of inpatient treatment in the European Economic Area (EEA) or Switzerland, the Underwriters will require the **Insured Person** to obtain a European Health Insurance Card (EHIC) at [www.ehic.ie](http://www.ehic.ie). The relevant telephone number is shown on this site.

#### Australia

If the **Insured Person** needs medical treatment in Australia, the Underwriters will require him to enrol with a local MEDICARE office. He does not need to enrol when he arrives, but can do so after the first occasion he receives treatment.

### Non-Emergency Service Company

In the event of non-emergency claims the following claims administrators must be contacted: -

Accident & Health Claims Services LLP  
7-8 Ducketts Wharf  
South Street  
Bishops Stortford  
Hertfordshire  
CM23 3AR

Tel: +44 (0) 1279 713 860  
email: [claims@ahclaimsservices.com](mailto:claims@ahclaimsservices.com)

In the event of cancellation of a trip or a Legal Expenses claim, immediate notice must be given of any occurrence that may give rise to a claim.

Accident & Health Claims Services LLP have internal complaints handling procedures, which are available upon request.

## **NOTICE TO THE INSURED PERSON OR ASSURED IF APPLICABLE**

The insurance cover to which this document relates was granted by the holder of a Binding Authority in Ireland from Lloyd's Underwriters for the class of business underwritten and has been issued in Ireland in accordance with Section 94 of the Insurance Act 1936. The holder of this Binding Authority, in conjunction with the Lloyd's Underwriters Sole General Representative in Ireland has all the powers required of him under the insurance acts and regulations (Insurance Acts 1909-1971) and E.E.C. (Non-Life) Insurance Regulations 1976 (S.I. No. 115/76).

Lloyd's Underwriters Sole General Representative in Ireland is:-

R.P. McGovern, Esq., W.G. Bradley, Alexandra House, The Sweepstakes, Ballsbridge, Dublin 4.

Without prejudice to the generality of the foregoing, the Underwriters hereon agree that:

- (i) in the event of a dispute arising under this Certificate, Underwriters at the request of the Insured Person or Assured if applicable will submit to the jurisdiction of any competent Court in Ireland, such dispute shall be determined in accordance with the Law and practice applicable in such Court;
- (ii) any Summons, Notice or Process shall be served upon their Sole General Representatives at the address stated.

While the Parties to the contract are free to choose the law governing it, the cover referred to in this Certificate is subject to Irish Law.

Any enquiry or complaint should be addressed in the first instance to your Agent.

If you are not satisfied with the way a complaint has been dealt with you may ask the Lloyd's Underwriters Sole General Representative in Ireland to review your case without prejudice to your rights in law.

### **Compensation**

Lloyd's insurers are covered by the Financial Services Authority's Compensation Scheme. You may be entitled to compensation from the Scheme if a Lloyd's insurer is unable to meet its obligations to you under this contract.

If you were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract. Further information about the Scheme is available from: -

Financial Services Compensation Scheme  
7th floor Lloyd's Chambers  
Portsoken Street  
London E1 8BN  
Website: [www.fscs.org.uk](http://www.fscs.org.uk)

## OPERATIVE TIME

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

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

#### OT 1 – 24-Hour Cover

This Insurance shall cover the **Insured Person** at any time during the Period of Insurance.

#### OT 2 – Occupational Accidents Including Commuting

This Insurance shall cover the **Insured Person** whilst in the course of or in connection with his occupation with the **Assured** during the Period of Insurance, including commuting directly to and from home and place of work.

#### OT 3 – Business Travel only

This Insurance shall cover the **Insured Person** for **Bodily Injury** sustained whilst on a **Business Trip** having a destination outside **Ireland**.

Each trip is deemed to be a separate insurance.

In the event of this insurance not being renewed with Accident and Health Underwriting Ltd, all cover shall cease no later than 30 days after expiry in respect of trips commencing during the Period of Insurance.

### PART B - BUSINESS TRAVEL

This Insurance shall cover the **Insured Person** whilst on a **Business Trip** undertaken on behalf of the **Assured** having a destination outside **Ireland**.

Note: Cancellation cover operates from the date of booking a **Business Trip** or the commencement date of the Period of Insurance shown in the Schedule, whichever is the later, until commencement of the trip or expiry of the Period of Insurance whichever is the earlier.

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

In the event of this Insurance not being renewed with Accident and Health Underwriting Ltd, all cover shall cease in respect of trips commencing during the Period of Insurance, no later than 30 days after expiry.

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

#### Ireland Business Travel

This Insurance is extended to cover the **Insured Person** whilst on a **Business Trip** having a destination within **Ireland** provided such trip involves an air flight or an overnight stay.

#### Holiday Travel Optional Extension

This Insurance is extended to include holiday travel up to a maximum of 30 days any one trip and commencing during the Period of Insurance. Trips shall be covered for the persons specified, their **Partner** and accompanying **Dependent Children**, having a destination outside **Ireland** (or within **Ireland** if involving an air flight or an overnight stay) and not involving any hazardous activities (other than Winter Sports), unless declared to and agreed by Underwriters.

Note: Cancellation cover operates from the date of booking a trip or the commencement date of the Period of Insurance shown in the Schedule, whichever is the later, until commencement of the trip or expiry of the Period of Insurance whichever is the earlier.





## MEDICAL EXPENSES

**Medical Expenses** incurred in respect of a valid claim will be paid in addition by the Underwriters up to but not exceeding (i) 15% of the claim admitted under items 1 to 6, 9 and 10 or (ii) 30% of the claim admitted under items 7, 8 and 11, up to a maximum of €15,000.

However, if in respect of such **Medical Expenses** the **Assured** or an **Insured Person** shall recover any payment under any other insurance, the Underwriter's liability shall be limited to the difference between such recovery and the total cost of **Medical Expenses** incurred.

## PERMANENT DISABILITY

Provided Item 6 is covered, the Schedule of Compensation shall be extended to include the following permanent disabilities in the event of the **Insured Person** sustaining **Bodily Injury**.

Compensation payable in respect of the following benefits shall be:

i.	<b>Paraplegia</b>	€ 50,000
ii.	<b>Quadriplegia</b>	€100,000

Compensation payable in respect of the following benefits shall be the percentage, as shown, of the **Sum Insured** provided under Item 6 of the Schedule of Compensation.

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

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

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

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

## CONDITIONS APPLICABLE TO PERMANENT DISABILITY EXTENSION

- If compensation is payable in respect of one **Insured Person** under more than one form of permanent disability as a result of one **Accident**, the total amount payable shall not exceed 100% of the **Sum Insured** under item 6 of the Schedule of Compensation other than in respect of **Paraplegia** and **Quadriplegia** which shall be payable in addition, as outlined above.
- In the event of an **Insured Person** sustaining any permanent disability not noted above the compensation payable shall be calculated by assessing the degree of disability relative to this extension, but without reference to the **Insured Person's** occupation.
- If compensation is payable for loss of or loss of use of a whole member of the body then compensation for parts of that member cannot also be claimed.

## PERSONAL PROPERTY FOLLOWING ASSAULT BENEFIT

In the event of the **Insured Person** sustaining loss of or damage to **Personal Property** as a direct result of an unprovoked assault during the OPERATIVE TIME, the Underwriters will pay up to a maximum of €250 for replacement or repair of such **Personal Property**.

## RETRAINING EXPENSES BENEFIT

In the event of a valid claim under items 2 to 6, the Underwriters will reimburse the **Assured** up to €25,000 for reasonable expenses incurred within 24-months of the date of the **Accident** in retraining the **Insured Person** for an alternative occupation with the **Assured**.

## **VISITORS AND GUESTS BENEFIT**

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

This Insurance is extended to include cover under Items 1 to 5 of the Schedule of Compensation in respect of third party visitors whilst on the **Assured's** premises in a business capacity or guests whilst on a corporate event arranged by the **Assured**. The **Sum Insured** shall be for each such **Insured Person** €20,000 (€8,000 for Item 5a). This Extension will not apply to paying customers.

## **DELAYED RETURN TO IRELAND**

*APPLICABLE WHERE THE OPERATIVE TIME IS OT3*

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

## **HI-JACK**

*APPLICABLE WHERE THE OPERATIVE TIME IS OT3*

In the event of the **Insured Person** being **Hi-jacked**, cover shall continue whilst he is subject to the control of the person(s) or their associates making the **Hi-jack** and during travel direct to **Ireland** and/or original destination, up to twelve months from the date of the **Hi-jack**.

## **PARTNERS AND DEPENDENT CHILDREN'S TRAVEL**

*APPLICABLE WHERE THE OPERATIVE TIME IS OT3*

This Insurance is extended to cover the **Insured Person's Partner** and/or **Dependent Children** and/or one member of his **Domestic Staff** whilst accompanying the **Insured Person** on a **Business Trip**.

## **PROVISIONS APPLICABLE TO PART A**

1. (a) Compensation shall not be payable under more than one of the items of the Schedule of Compensation in respect of the consequences of one **Accident**, except for any compensation payable hereunder in respect of **Temporary Partial Disablement** preceding or following **Temporary Total Disablement**, or of the same **Illness**, and  
(b) No weekly compensation shall become payable until the total amount thereof has been ascertained and agreed by the Underwriters. If, nevertheless, payment be made for weekly compensation, the amount so paid shall be deducted from any lump sum becoming claimable in respect of the same **Accident** or **Illness**.
2. The total sum payable under this Insurance in respect of any one or more claims shall not exceed in all during the Period of Insurance the largest amount of benefit payable under any one of the items contained in the Schedule of Compensation or added to this Certificate by endorsement, except that the Underwriters will in addition pay in accordance with the EXTENSIONS APPLICABLE TO PART A as herein provided.
3. If Item 1 of the Schedule of Compensation is not covered then no claim shall be payable, other than for weekly compensation and/or any of the EXTENSIONS APPLICABLE TO PART A as herein provided, in respect of any **Accident** which would have given rise to a claim under Item 1 had that item been covered.
4. If Item 1 of the Schedule of Compensation is covered and an **Accident** causes the death of the **Insured Person** within twelve months following the date of the **Accident** and prior to the definite settlement of the compensation for disablement provided for under Items 2 to 6 of the Schedule of Compensation, there shall be paid only the compensation provided for in the case of death.
5. In respect of **Partners, Dependent Children** and **Domestic Staff**: -
  - (a) The **Sum Insured** in respect of Items 1 to 6 and Items 9 and 10 of the Schedule of Compensation shall be as stated in the Schedule or €75,000 (€30,000 in respect of Item 5a), whichever the lesser.
  - (b) Items 7, 8 and 11 shall be deemed "Not Covered".
6. In respect of **Dependent Children**, the **Sum Insured** by Item 1 of the Schedule of Compensation shall be limited to €20,000 unless he is under 18 years of age and in full time and remunerative employment.
7. In respect of **Dependent Children**, the Definition of **Permanent Total Disablement** shall be amended to read: -  
**"PERMANENT TOTAL DISABLEMENT"** means disablement that entirely prevents the **Insured Person** from attending full time education for a period of 12 consecutive months and at the end of that period is beyond hope of improvement and without prospect of being able to undertake any gainful occupation or of being able to support himself financially.

8. In respect of **Partners** or **Domestic Staff**, the Definition of **Permanent Total Disablement** shall be amended to read: -  
"**PERMANENT TOTAL DISABLEMENT**" means disablement which entirely prevents an **Insured Person** from attending to any Business or Occupation of any and every kind and which lasts 12 months and at the expiry of that period is beyond hope of improvement.
9. If the **Insured Person** is not in full time employment with the **Assured**, this Insurance excludes any claim arising from all other employment elsewhere.

### **EXCLUSIONS APPLICABLE TO PART A**

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

1. The **Insured Person** whilst engaged in or taking part in aeronautics or aviation (unless as part of a corporate event on behalf of the **Assured**), other than as a passenger.
2. The **Insured Person** whilst engaged in or taking part in mountaineering or rock climbing normally involving ropes and/or guides (unless as part of a corporate event on behalf of the **Assured**).
3. The **Insured Person** whilst participating in (a) motor competitions (unless as part of a corporate event on behalf of the **Assured**) or (b) professional sport.

### **ADDITIONAL EXCLUSIONS applicable where this Insurance includes compensation for Illness: -**

4. Any claims arising from physical or mental conditions or disabilities of a recurring or chronic nature from which an **Insured Person** suffered and was known to suffer, during the 12 months prior to the commencement of this Certificate or prior to the date of his addition to this Certificate, whichever is the later.
5. Any **Insured Person** aged 65 years of age or older at commencement of the Period of Insurance.
6. Any claim arising out of any condition caused by, prolonged by, or aggravated by any psychiatric, mental or nervous disorder of the **Insured Person**, including anxiety and/or depression.
7. Any claim consequent upon the **Insured Person's** pregnancy or childbirth.
8. Any claim directly or indirectly arising out of, consequent upon or contributed to by a sexually transmitted disease or Acquired Immune Deficiency Syndrome (A.I.D.S.), A.I.D.S. Related Complex (ARC, howsoever this syndrome has been acquired or may be named.

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

1. Any trip booked or commenced by the **Insured Person**: -
  - a) Contrary to medical advice, or
  - b) To obtain medical treatment, or
  - c) After a terminal prognosis has been made.
2. Any claim arising from the **Insured Person's** participation in Winter Sports involving racing at international or national events, or officially organised practice or training for these events.
3. Any part of any trip booked or commenced in the knowledge that such trip will exceed the maximum duration(s) shown within the Schedule, the Holiday Travel Optional Extension, or any attaching endorsement.

### **CONDITION APPLICABLE TO PART A**

In the event of an **Accident** involving more than one **Insured Person** where the claim exceeds the **Accumulation Limit** specified in the Schedule, the compensation payable in respect of each **Insured Person** shall be proportionately reduced until the total does not exceed that limit.

## **PART B - BUSINESS TRAVEL**

### **SECTION**

1. MEDICAL AND ADDITIONAL EXPENSES
2. CANCELLATION AND CURTAILMENT
3. EMPLOYEE REPLACEMENT
4. JOURNEY CONTINUATION
5. TRAVEL DELAY
6. PERSONAL LIABILITY
7. LEGAL EXPENSES
8. HOSPITAL BENEFIT
9. PERSONAL PROPERTY AND MONEY
10. HI-JACK, KIDNAP AND DETENTION
11. CAR HIRE EXCESS WAIVER
12. POLITICAL EVACUATION
13. WINTER SPORTS

### **CONDITION APPLICABLE TO PART B**

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

## GENERAL EXCLUSIONS APPLICABLE TO PART B

The Underwriters shall not be liable under any Section of this Insurance in respect of: -

1. Any trip booked or commenced by the **Insured Person**: -
  - a) Contrary to medical advice, or
  - b) To obtain medical treatment, or
  - c) After a terminal prognosis has been made.
2. Any claim arising from the **Insured Person's** participation in Winter Sports involving racing at international or national events, or officially organised practice or training for these events.
3. Any part of any trip booked or commenced in the knowledge that such trip will exceed the maximum duration(s) shown in the Schedule, the Holiday Travel Optional Extension, or any attaching endorsement.
4. Any claim for expenses arising as a consequence of a loss (e.g. loss of earnings due to an insured accident).
5. Any claim arising out of one event of less than €75 each **Insured Person**, other than by Section 5 – Travel Delay and Section 9 – the Delayed **Personal Property** Extension.

**Additional Exclusion** only applicable to **Insured Persons** travelling on **Business Trips** that exceed 3 months duration: -

6. This Insurance excludes all claims arising from physical or mental conditions or disabilities of a recurring or chronic nature from which an **Insured Person** suffered, and was known to suffer, prior to the commencement of this Certificate or prior to the date of their addition to this Certificate, whichever is the later.

### DELAYED RETURN TO IRELAND

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

### HI-JACK

In the event of the **Insured Person** being **Hi-jacked**, cover shall continue whilst he is subject to the control of the person(s) or their associates making the **Hi-jack** and during travel directly to **Ireland** and/or original destination, up to twelve months from the date of the **Hi-jack**.

### PARTNERS AND DEPENDENT CHILDREN'S TRAVEL

This Insurance is extended to cover the **Insured Person's** **Partner** and/or **Dependent Children** and/or one member of his **Domestic Staff** whilst accompanying the **Insured Person** on a **Business Trip**.

## SECTION 1. MEDICAL AND ADDITIONAL EXPENSES

The Underwriters will pay up to the **Sum Insured** each **Insured Person** for the following expenses should he suffer **Bodily Injury** or illness during the OPERATIVE TIME: -

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

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

In the event of a valid claim by paragraph 1 of this Section, the Underwriters will pay hospital in-patient **Medical Expenses** necessarily incurred within 3-months of the **Insured Person's** return to **Ireland**, up to a maximum of €50,000.

## EXCLUSIONS

In addition to the GENERAL EXCLUSIONS and the GENERAL EXCLUSIONS APPLICABLE TO PART B, the Underwriters shall not be liable to pay for: -

1. Any claim due to the **Insured Person** participating in (a) motor competitions (unless as part of a corporate event on behalf of the **Assured**), or (b) professional sport.
2. Any claim or expenses arising from pregnancy, childbirth or any medical complications resulting therefrom if the expected delivery date is during the trip or within 8 weeks of the end of the trip.
3. The costs of continuing regular medication for any condition for which medical advice or treatment is being followed at the time of booking or commencing a trip.
4. Any expenses incurred more than 24 months after the date the first expense was incurred or any continuing expense incurred after the **Insured Person** has refused the option of repatriation to **Ireland**.
5. Any claim consequent upon a sexually transmitted disease or any expenses incurred either directly or indirectly in the treatment, diagnosis or counselling of Acquired Immune Deficiency Syndrome (A.I.D.S.), A.I.D.S. related Complex (A.R.C.) or Human Immunodeficiency Virus (H.I.V.), howsoever these have been acquired or may be named.

**Note:** Claims for repatriation on the grounds of the fear of contracting A.I.D.S., A.R.C. or H.I.V. from medical treatment will not be admitted.

## SECTION 2. CANCELLATION AND CURTAILMENT

The Underwriters will pay up to the **Sum Insured** each **Insured Person** any irrecoverable payments paid or contracted to be paid for travel, accommodation and unused pre-booked excursions (including reasonable additional travel and accommodation expenses incurred for return to **Ireland**) should the trip be cancelled or curtailed during the OPERATIVE TIME, directly as a result of any cause outside of the control of the **Assured** and/or **Insured Person**.

### EXCLUSIONS

In addition to the GENERAL EXCLUSIONS and the GENERAL EXCLUSIONS APPLICABLE TO PART B, the Underwriters shall not be liable to pay for: -

1. Any claim or expenses arising from pregnancy, childbirth or any medical complications resulting therefrom if the expected delivery date is during the trip or within 8 weeks of the end of the trip.
2. Any claims attributable to any condition or set of circumstances known to the **Assured** and/or **Insured Person** at the time of effecting this Insurance or booking a trip, where such condition or set of circumstances could reasonably have been expected to give rise to cancellation or curtailment of a trip.
3. Any claims where medical or other suitable evidence is not provided as proof of the necessity to cancel or curtail a trip.
4. Any claims consequent upon a sexually transmitted disease or any expenses incurred either directly or indirectly in the treatment, diagnosis or counselling of Acquired Immune Deficiency Syndrome (A.I.D.S.), A.I.D.S. Related Complex (A.R.C.) or Human Immunodeficiency Virus (H.I.V.), howsoever these have been acquired or may be named.

**Note:** Claims for repatriation on the grounds of the fear of contracting A.I.D.S., A.R.C. or H.I.V. from medical treatment will not be admitted.

5. Any disinclination of the **Insured Person** to travel or to complete the trip.
6. Any claim arising as a result of the default or financial failure of any transport or accommodation provider, of any agent acting for them or of any agent acting for the **Assured** or **Insured Person**.
7. Any claim arising as a result of regulations or order made by any public authority or government.
8. Any claim arising as a result of the withdrawal from service, temporary or otherwise of any public conveyance on the order or recommendation of the manufacturer, the Civil Aviation Authority, Port Authority or any similar organisation.

### SPECIAL CONDITION APPLICABLE TO SECTION 2

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

1. If any one occurrence or event results in more than one **Insured Person** making a claim, the Underwriters' maximum liability is €50,000 in total.
2. Any claims for curtailment must be pre-authorized by the Emergency Service Company shown in the section 'Who To Contact'.



### SECTION 3. EMPLOYEE REPLACEMENT

The Underwriters will pay up to the **Sum Insured** each **Insured Person** any additional expense necessarily and reasonably incurred should the trip be curtailed during the OPERATIVE TIME, directly as a result of any cause outside of the control of the **Assured** and/or **Insured Person**: -

1. To return the **Insured Person** to **Ireland** and
2. To recruit and send a replacement to complete the duties of the original **Insured Person** or
3. To return the original **Insured Person** to complete the curtailed trip.

#### EXCLUSIONS

In addition to the GENERAL EXCLUSIONS and the GENERAL EXCLUSIONS APPLICABLE TO PART B, the Underwriters shall not be liable to pay for: -

1. Any claim or expenses arising from pregnancy, childbirth or any medical complications resulting therefrom if the expected delivery date is during the trip or within 8 weeks of the end of the trip.
2. Any claims attributable to any condition or set of circumstances known to the **Assured** and/or **Insured Person** at the time of commencing this Insurance or booking a trip, where such condition or set of circumstances could reasonably have been expected to give rise to the possibility of replacement.
3. Any claim where medical or other suitable evidence is not provided as proof of the necessity to replace the **Insured Person**.
4. Any claims consequent upon a sexually transmitted disease or any expenses incurred either directly or indirectly in the treatment, diagnosis or counselling of Acquired Immune Deficiency Syndrome (A.I.D.S.), A.I.D.S. Related Complex (A.R.C.) or Human Immunodeficiency Virus (H.I.V.), howsoever these have been acquired or may be named.  
**Note:** Claims for repatriation on the grounds of the fear of contracting A.I.D.S., A.R.C. or H.I.V. from medical treatment will not be admitted
5. Any disinclination of the **Insured Person** to complete the trip.
6. The salary of the replacement person if the **Assured** already pays that person a remuneration.

### SECTION 4. JOURNEY CONTINUATION

The Underwriters will pay up to the **Sum Insured** each **Insured Person** for reasonable additional travel and accommodation expenses incurred to enable him to reach a reserved overseas travel connection or accommodation or to return home to **Ireland**, if during the OPERATIVE TIME, he fails to reach such destination directly as a result of any cause beyond the control of the **Assured** and/or **Insured Person**.

#### EXCLUSIONS

In addition to the GENERAL EXCLUSIONS and the GENERAL EXCLUSIONS APPLICABLE TO PART B, the Underwriters shall not be liable to pay for: -

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

## SECTION 5. TRAVEL DELAY

The Underwriters will pay the **Sum Insured** each **Insured Person** for each completed 4 hour period of delay (subject to the maximum amount shown in the Schedule) during the OPERATIVE TIME, should the aircraft, sea vessel, coach or train on which he is booked to travel, be delayed as a result of strike, locked out workers, industrial action, riot or civil commotion, bomb scare, criminal or terrorist action, hi-jack, fire, avalanche, landslide, earthquake, flood, adverse weather conditions, or accident to or mechanical breakdown of such aircraft, sea vessel, coach or train.

OR

In the event of delay due to the contingencies specified above of at least 24 hours, the Underwriters will pay up to the **Sum Insured** by Section 2, Cancellation and Curtailment, each **Insured Person** for any irrecoverable payments paid or contracted to be paid in respect of travel, accommodation and unused pre-booked excursions in the event of the cancellation of a trip.

### EXCLUSIONS

In addition to the GENERAL EXCLUSIONS and the GENERAL EXCLUSIONS APPLICABLE TO PART B, the Underwriters shall not be liable to pay for: -

1. Any claims attributable to any condition or set of circumstances known to the **Assured** and/or the **Insured Person** at the time of effecting this Insurance or booking a trip, where such condition or set of circumstances could reasonably have been expected to give rise to a claim under this Section.
2. Any claims arising directly or indirectly out of the failure of the **Insured Person** to check in according to his itinerary and obtain written confirmation from the carriers, or their handling agents, of the number of hours delay and the reason for such delay.

## SECTION 6. PERSONAL LIABILITY

The Underwriters will indemnify up to the **Sum Insured** each **Insured Person**, any one event or series of events (including legal expenses), should he become legally liable to pay claims for accidental bodily injury to the public or accidental loss of or damage to property, occurring during the OPERATIVE TIME.

### EXCLUSIONS

In addition to the GENERAL EXCLUSIONS and the GENERAL EXCLUSIONS APPLICABLE TO PART B, the Underwriters shall not be liable to pay for: -

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

### SPECIAL CONDITIONS APPLYING TO SECTION 6

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

1. The **Insured Person** must not make any admission of liability whatsoever, or make any arrangements, offer, promise or payment without the written consent of the Underwriters.
2. The Underwriters shall be entitled, if they so desire, to take over and conduct in the name of the **Insured Person**, the defence of any claim or to prosecute in his name for their own benefit any claims for indemnity or damages or otherwise against any third party, and shall have full discretion in the conduct of any negotiations or proceedings or the settlement of any claim. The **Insured Person** shall, whenever possible, give all such information and assistance as the Underwriters may require.

## SECTION 7. LEGAL EXPENSES

The Underwriters will pay up to the **Sum Insured** each **Insured Person** for legal expenses incurred by or on behalf of him in the pursuit of a claim for damages against a third party who has caused his **Bodily Injury** or illness during the OPERATIVE TIME.

### EXCLUSIONS

In addition to the GENERAL EXCLUSIONS and the GENERAL EXCLUSIONS APPLICABLE TO PART B, the Underwriters shall not be liable to pay for: -

1. Legal expenses incurred without their written consent (which shall not be unreasonably withheld).
2. Legal expenses incurred in connection with any criminal act deliberately or intentionally committed by the **Insured Person**.
3. Actions against travel agents, tour operators, Underwriters or their agents, the **Insured Person's** family or the **Assured**.

### SPECIAL CONDITIONS APPLYING TO SECTION 7

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

1. Underwriters shall be entitled to nominate and appoint a legal representative to act on behalf of the **Insured Person** and to have direct access to the legal representative at all times.
2. The Underwriters reserve the right to withdraw at any stage giving 10 days notice and thereafter they shall not be liable for any further expenses.

## SECTION 8. HOSPITAL BENEFIT

The Underwriters will pay up to the **Sum Insured** each **Insured Person** should he suffer **Bodily Injury** or illness during the OPERATIVE TIME: -

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

### EXCLUSIONS

In addition to the GENERAL EXCLUSIONS and the GENERAL EXCLUSIONS APPLICABLE TO PART B, the Underwriters shall not be liable to pay for: -

1. Any claims that are claimable under the HOSPITAL IN-PATIENT AND COMA BENEFIT EXTENSION OF PART A.
2. Any claim due to the **Insured Person** participating in: -
  - a) Mountaineering and/or rock climbing normally involving the use of ropes and/or guides, or potholing (unless as part of a corporate event on behalf of the **Assured**) or
  - b) Motor competitions (unless as part of a corporate event on behalf of the **Assured**) or
  - c) Professional sport.
3. Any claim or expenses arising from pregnancy, childbirth or any medical complications resulting therefrom if the expected delivery date is during the trip or within 8 weeks of the end of the trip.
4. Any claim consequent upon a sexually transmitted disease or any expenses incurred either directly or indirectly in the treatment, diagnosis or counselling of Acquired Immune Deficiency Syndrome (A.I.D.S.), A.I.D.S. Related Complex (A.R.C.) or Human Immunodeficiency Virus (H.I.V.), howsoever these have been acquired or may be named.

## SECTION 9. PERSONAL PROPERTY AND MONEY

The Underwriters will pay up to the **Sum Insured** in all each **Insured Person** in the event of loss of or damage to **Personal Property** and/or **Money** (including reasonable expenses incurred as a result of loss of **Money**), during the OPERATIVE TIME, subject to: -

1. The limit shown in the Schedule for **Personal Property** and/or **Money**.
2. The limit shown in the Schedule for any one article, pair or set of articles.
3. The limit shown in the Schedule for cash.

### EXCLUSIONS

In addition to the GENERAL EXCLUSIONS and the GENERAL EXCLUSIONS APPLICABLE TO PART B, the Underwriters shall not be liable to pay for: -

1. Any claim due to moth, vermin, wear and tear and gradual deterioration, or **Money** shortages due to error, omission or depreciation in value.
2. Any claim arising from delay, confiscation or detention by customs or any other authority.
3. Any claim in respect of **Personal Property** belonging to the **Assured** if otherwise insured.
4. Any claim in respect of **Valuables** or **Money** whilst in the custody of a carrier.
5. Any claim arising out of electrical and/or mechanical breakdown.
6. Any claim arising from the fraudulent use of credit cards, charge cards or banker's cards, if the **Insured Person** and/or the **Assured** has not reported the loss of the card to the issuing bank or company, and otherwise not complied with the terms and conditions under which the card was issued. The Underwriters liability shall be limited to any loss not covered by any guarantee given by the issuing bank or company to the **Insured Person** and/or **Assured**.

### SPECIAL CONDITION APPLYING TO SECTION 9

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

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

#### Note: -

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

### DELAYED PERSONAL PROPERTY EXTENSION

If **Personal Property** is temporarily lost by the carrier during the OPERATIVE TIME, the Underwriters will pay up to the **Sum Insured** each **Insured Person** for the purchase of immediate necessities, but such payment will be deducted from the final claim under this Section if the loss becomes permanent.

Receipts for such purchases must be provided.

### ADDITIONAL EXCLUSION APPLICABLE TO THIS EXTENSION

1. The Underwriters shall not be liable to pay for any claims occurring during return travel to **Ireland**.

### LOSS OF KEYS EXTENSION

If the **Insured Person** loses the keys to his main permanent residence during the OPERATIVE TIME, the Underwriters will reimburse the **Insured Person** any reasonable cost of parts and labour to replace the relevant keys or locks.

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

The Underwriters will pay up to the **Sum Insured** each **Insured Person** in the event of his detainment, internment, **Hi-jack**, or kidnap during the OPERATIVE TIME: -

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

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

### EXCLUSIONS

In addition to the GENERAL EXCLUSIONS and the GENERAL EXCLUSIONS APPLICABLE TO PART B, the Underwriters shall not be liable to pay for: -

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

### SPECIAL CONDITIONS APPLYING TO SECTION 10

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

1. The **Insured Person** has not engaged in any political or other activity that would prejudice this Insurance.
2. The **Insured Person** has no family or business connections that could be expected to prejudice this Insurance or increase the Underwriters' risk.
3. All visas and documents are in order.

## SECTION 11. CAR HIRE EXCESS WAIVER

The Underwriters will pay up to the **Sum Insured** each **Insured Person** for any monetary excess or deductible that he is legally liable to pay in respect of loss of or damage to a rental car hired by him during the OPERATIVE TIME.

### EXCLUSIONS

In addition to the GENERAL EXCLUSIONS and the GENERAL EXCLUSIONS APPLICABLE TO PART B, the Underwriters shall not be liable to pay for: -

1. Any claim arising out of loss of or damage due to the operation of the rental car in violation of the terms of the rental agreement.
2. Any claim due to wear and tear, gradual deterioration or damage from insects or vermin, inherent vice, latent defect or damage.

### SPECIAL CONDITIONS APPLYING TO SECTION 11

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

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

## SECTION 12. POLITICAL EVACUATION

The Underwriters will reimburse the **Assured** for **Evacuation and Repatriation Costs and Expenses** due to **Political Evacuation or Political Instability**.

The maximum Underwriters will pay under this Extension is €50,000 any one evacuation and in the annual aggregate for **Evacuation and Repatriation Costs** and €100 per **Insured Person** per day for a maximum of 30 days in respect of **Expenses**.

### ADDITIONAL DEFINITIONS APPLICABLE TO SECTION 12

“**ADVISORY**” means a formal recommendation of the **Appropriate Authorities** that an **Insured Person** or that class of person that includes the **Insured Person** leaves the **Host Country**.

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

“**EVACUATION AND REPATRIATION COSTS**” means costs incurred by the **Assured** or an **Insured Person** for the emergency evacuation of an **Insured Person** within 30 days prior to an **Insured Event**, and the 10 days after the **Insured Event** to the nearest place of safety or for the repatriation of an **Insured Person** to **Ireland**.

Note: **Evacuation and Repatriation Costs** will be paid once each **Insured Person** per **Insured Event**.

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

“**HOST COUNTRY**” means the country in which the **Insured Person** is employed.

“**INSURED EVENT**” means any occurrence described under **Political Evacuation or Political Instability**.

“**POLITICAL EVACUATION**” means an **Insured Person** being expelled or declared persona non-grata on the written authority of the recognised government of the **Host Country**, or the wholesale seizure, confiscation or expropriation of the property, plant or equipment of the **Assured**.

“**POLITICAL INSTABILITY**” means political or military events involving the **Host Country** such that the **Appropriate Authorities** issue an **Advisory** ordering the departure of all **Irish** governmental personnel in non-emergency positions and their dependents from the **Host Country**, or such that the **Assured** receives direct instructions or recommendation to evacuate from the **Appropriate Authorities**. All such interrelated contingencies will be considered a single event hereunder, and all loss arising there from will be considered a single loss. All acts or events having a common cause (including continuous or repeated exposure to conditions) or perpetrated by any person, group or collaborating groups will be treated as interrelated contingencies.

### EXCLUSIONS

In addition to the GENERAL EXCLUSIONS and the GENERAL EXCLUSIONS APPLICABLE TO PART B, the Underwriters shall not be liable to pay for: -

1. Any claim arising from or attributable to an alleged violation of the laws of the **Host Country** by the **Assured** or by an **Insured Person**.
2. Any claim which results from the failure of the **Assured** or an **Insured Person** to maintain and possess duly authorised and issued required documents and visas, unless the Underwriters determine in their sole discretion that such allegations were intentionally false, fraudulent and malicious and made solely to achieve political, propaganda and/or coercive effect upon or at the expense of the **Assured** or an **Insured Person**.
3. Any claim arising from or attributable, in whole or in part, to a debt, insolvency, commercial failure, the repossession of any property by any title holder or lien holder or any other financial cause.
4. Any claim arising from or attributable, in whole or in part, to the non-compliance by the **Assured** or an **Insured Person** with any obligation specified in a contract or licence or failure by the **Assured** or an **Insured Person** to provide bond or other security because of any liability assumed by the **Assured** or an **Insured Person** under any contract, whether written or oral, unless Underwriters specific consent thereto is endorsed on this Certificate prior to an **Insured Event**.

continued

## SECTION 12. POLITICAL EVACUATION - continued

5. Any claim arising from or attributable, in whole or in part, to the implementation of currency exchange rates by a legally constituted authority.
6. Any claim if an **Insured Person** is a citizen of the **Host Country**.
7. Any claim arising from or attributable to any set of circumstances known to the **Assured** and/or the **Insured Person** at the time of effecting this Insurance or booking a trip where such set of circumstances could reasonably be expected to give rise to a claim.

## SPECIAL CONDITION APPLYING TO SECTION 12

If an incident occurs which may result in an **Insured Event** the **Assured** must contact the Emergency Service Company as detailed herein. No claim shall be admitted unless the 24 Hour Emergency Service Company as detailed herein are contacted prior to any **Evacuation** and **Repatriation Costs** and **Expenses** being incurred.

## SECTION 13. WINTER SPORTS

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

The Underwriters will pay up to €250 each **Insured Person** for any irrecoverable payments in respect of: -

1. The unused proportion of any ski pass lost during the OPERATIVE TIME.
2. The unused proportion of any ski pass, ski hire, ski clothing hire and tuition fees if: -
  - (a) The **Insured Person** suffers **Bodily Injury** or illness during the OPERATIVE TIME that is certified by a local **Medical Practitioner**, or
  - (b) There is a valid claim by Section 2 of PART B – Cancellation and Curtailment.

### EXCLUSIONS

1. Anything included within the GENERAL EXCLUSIONS and GENERAL EXCLUSIONS APPLICABLE TO PART B.

### PISTE CLOSURE

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

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

The maximum amount payable under this Section is €200 each **Insured Person**.

### EXCLUSIONS

In addition to the GENERAL EXCLUSIONS and the GENERAL EXCLUSIONS APPLICABLE TO PART B, the Underwriters shall not be liable to pay for: -

1. Any claims arising within **Europe** in respect of trips commencing or ending during the period 1<sup>st</sup> May to 30<sup>th</sup> November inclusive.
2. Any claims for travel expenses where the Tour Operator has made alternative travel arrangements.

### AVALANCHE

The Underwriters will pay up to €150 each **Insured Person** for additional accommodation and travel expenses incurred if, as a result of avalanche, landslide or landslip, the **Insured Person** is unavoidably delayed from leaving his pre-booked resort outside **Ireland** during the OPERATIVE TIME.

### EXCLUSIONS

In addition to the GENERAL EXCLUSIONS and the GENERAL EXCLUSIONS APPLICABLE TO PART B, the Underwriters shall not be liable to pay for: -

1. Any claims arising within **Europe** in respect of trips commencing or ending during the period 1<sup>st</sup> May to 30<sup>th</sup> November inclusive.