

### **Travel Insurance**

Annual Multi Trip Insurance Certificate Policy

LLOYD'S

# **KEY INFORMATION**

The Insurer of this policy is: Lloyd's Insurance Company S.A..

The home member state of this policy's Insurer is: Belgium

### 24 HOUR MEDICAL EMERGENCY SERVICE

In the event of a medical emergency, immediate access is available to the 24 Hour multi-lingual emergency medical assistance company. **Your** call will be answered by an experienced coordinator who will provide advice and assistance. Refer to **your Schedule of Insurance or page 24 of this booklet** for contact details.

### **CLAIMS SERVICE**

All claims and correspondence relating to this Insurance should be addressed to the Authorised Loss Adjuster stated in your **Schedule of Insurance and noted on the back of this bookle**t as soon as possible of any occurrence likely to result in a claim.

This is an important document which should be retained with the Schedule of Insurance which it forms part. No further Insurance Certificate booklets will be issued at future renewals, unless there are material changes.

Request for duplicates will be chargeable.

It is important to note that Pre-existing Medical Conditions will not be covered under this insurance.

### **OPERATIVE CLAUSE**

THIS DOCUMENT CONTAINS THE TERMS AND CONDITIONS OF THE TRAVEL INSURANCE CONTRACT. THIS DOCUMENT MUST BE READ IN CONJUNCTION WITH THE SCHEDULE, SCHEDULE OF INSURANCE.

This is to certify that in accordance with the authorisation granted under the contract number (UMR) noted on your Schedule of Insurance or it's replacement contract issued to the undersigned by Lloyd's Insurance Company S.A. we hereby agree to compensate or indemnify any Insured Person named in the Schedule of Insurance according to the Table of Benefits, each Insured Person being deemed (except where otherwise stated) a separate insurance for the purpose of said terms, conditions, limitations, exclusions and declaration.

Payment shall only be made under any Section of this Insurance following the occurrence of an insured contingency resulting in loss, damage, injury or illness sustained by, or a claim made against you arising out of, or in the course of a Covered Trip subject to the terms, conditions, limitations and exclusions contained herein or endorsed hereon.

The parties to the Insurance are you and us and any person or company who is not a party to this Insurance has no right under the Contract (Right of Third Parties) Act 1999 or Irish equivalent. This does not affect any right or remedy of a third party that exists or is available apart from that Act.

This Policy is underwritten by Lloyd's Insurance Company S.A. in accordance with Section 94 of the Insurance Act 1936.

#### All Errors & Omissions Excluded

All monies which become or may become payable by us under this Policy shall, in accordance with Section 93 of the Insurance Act 1936, be payable and paid in the Republic of Ireland/Northern Ireland.

The appropriate Stamp Duty will be paid in accordance with the provisions of Section 113 of the Finance Act 1990 (as amended).

## **SANCTION LIMITATION AND EXCLUSION CLAUSE (LMA3100)**

No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

Cathal O'Brien, Managing Director, ARB Underwriting Ltd t/a Buddy.ie

for and on behalf of Lloyd's Insurance Company S.A.

ARB Underwriting Ltd t/a Buddy.ie is regulated by The Central Bank of Ireland. Registered Office: Suite 1, The Cube Office, Beacon South Quarter, Sandyford, Dublin 18.

### **DATA PROTECTION PRIVACY NOTICE**

### Your privacy notice

### Who we are

We are Lloyd's Insurance Company S.A. (hereafter referred to as "Lloyd's Brussels") found in the contract of insurance and/or in the certificate of insurance.

### The basics

We collect and use relevant information about you to provide you with the insurance cover or the insurance cover that benefits you, and to meet our legal obligations and the obligations of others in the insurance chain. This information includes details such as your name, address and contact details and any other information that we collect about you in connection with the insurance cover, or the cover from which you benefit. This information may include special categories of personal data details such as information about your health and any criminal convictions you may have.

In certain circumstances, we need your consent to process certain categories of information about you (including special categories of personal data details as mentioned above). Where we need your consent, we will ask you for it separately. You do not have to give your consent and you may withdraw your consent at any time by sending an e-mail to data.protection@lloyds.com (without however affecting the lawfulness of processing based on consent prior to its withdrawal). Nevertheless, if you do not give your consent, or you withdraw your consent, this may affect our ability to provide the insurance cover from which you benefit and may prevent us from providing cover for you or handling your claims.

The way insurance works means that your information may be shared and used by a number of third parties in the insurance sector (both inside and outside Belgium, and inside and outside the EU). For example, insurers, insurance agents or insurance brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. We will only disclose your personal information in connection with the insurance cover that is provided, and to the extent that it is needed or allowed by law.

We keep your personal details for no longer than is necessary in offering the insurance arranged or to comply with our legal or regulatory requirements.

# Other people's details you provide to us

Where you provide us (or your insurance agent or insurance broker) with details about other people, you must ensure that this short form privacy notice is provided to them.

### Want more details?

For more information about how we use your personal information please see our full privacy notice, which is available in the Privacy section of our website <a href="https://www.lloydsbrussels.com">https://www.lloydsbrussels.com</a> or in other formats on request.

## Complaints, contacting us and the regulator, and your rights

You have rights in relation to the information we hold about you, including the right to access your information. If you wish to exercise your rights, discuss how we use your information or see a copy of our full privacy notice, please contact us or go to the Privacy section of our website <a href="https://www.lloydsbrussels.com">https://www.lloydsbrussels.com</a> where we have full details. Alternatively, you may contact the insurance agent or insurance broker that arranged your insurance at: ARB Underwriting Ltd, Suite 1, The Cube Offices, Beacon South Quarter, Sandyford, Dublin 18. D18RF44 You have the right to lodge a complaint with the competent data protection authority, but we encourage you to contact us before doing so.

LBS0046B 11/06/2019

### **Important Notes**

### **RIGHT TO CANCEL**

**You** will for a period of 14 days from the date **you** receive your documentation, have a right to cancel the insurance and receive a refund. This refund will be subject to a charge for the period of cover **you** have received, plus our reasonable administration charges. To exercise **your** right to cancel **you** must contact your broker.

### RECIPROCAL HEALTH AGREEMENT

If **you** are travelling within the European Union **you** are strongly advised to obtain a European Health Insurance Card (EHIC) before **you** leave. This will entitle **you** to benefit from the reciprocal health arrangements which exist between European Union countries. In the event of us accepting liability for a medical expense claim which has been reduced by the use of the EHIC **we** will not apply an **Excess** to your claim.

#### **EXCESS**

Under most Sections of this Insurance, claims will be subject to an **Excess**. This means that **you** will be responsible for paying part of your claim. The amount **you** have to pay is the **Excess**.

### **RECREATIONAL ACTIVITIES**

The Insurance may not cover **you** when **you** take part in certain sports or activities where there is a high risk of injury. **You** must check that the Insurance covers your requirements.

### **FAMILY COVER DEFINITION**

Family Cover shall mean **you**, **your** husband, wife or **Partner** plus all **your** unmarried dependant children aged under 19 years at the inception of this Insurance (or under 23 if in full time education) all permanently residing at the same address in the Republic of Ireland/Northern Ireland. Unless cover has been specifically agreed in advance by **us** and endorsed accordingly in **the Certificate**, unmarried dependant children are only covered when travelling with **you** or **your** husband, wife or **Partner**. **Your** children aged 17 years and under can travel independently provided the **Covered Trip** does not exceed 30 days.

### **CORONAVIRUS EXCLUSION**

Your Insurance Policy does not cover any claim in any way caused by or resulting from:

- Coronavirus disease (COVID-19);
- Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
- any mutation or variation of SARS-CoV-2;
- any fear or threat of a), b) or c) above.

# **Definitions**

we/us/our - means Lloyd's Insurance Company S.A.

you/your - means The Insured Person/Persons named in the Schedule of Insurance.

The Schedule of Insurance, the Schedule, your Schedule - means details of the Insured Person and insurance protection provided which forms part of this document of insurance. This document must be read in conjunction with the Schedule of Insurance.

The Certificate, the Certificate of Insurance - means this document, the policy wording, terms and conditions. This document must be read in conjunction with the **Schedule of Insurance**.

**Proposal Form or Statement of Fact** - means the proposal / application form for insurance and declaration completed by **you** or on your behalf or a **Statement of Fact** upon which **we** have relied in entering into this contract. If there is any alteration to the facts shown in this **Proposal Form/Statement of Fact you** should tell your Insurance advisor.

Covered Trip -shall mean a trip of up to 30 days duration which commences or is **Scheduled** to commence during the **Period of insurance** and within the Geographical Limits specified in **the Schedule**. Such trip shall be deemed to commence from the time **you** leave **your** home or place of business in the Republic of Ireland/Northern Ireland, whichever the later, and shall end at the time **you** return to **your** home or place of business in the Republic of Ireland/Northern Ireland, whichever shall be the earlier. Trips undertaken wholly within the Republic of Ireland/Northern Ireland will only be covered where there is a minimum of two nights **Pre-booked** accommodation.

A trip which **exceeds, or intends to exceed 30 days** duration shall NOT be deemed a **Covered Trip**, unless **you** have paid for and received an endorsement from **us** noting **our** agreement to extend such trip to a maximum of 60 days. For the purposes of cover under Section 1 Cancellation and Curtailment, cover is deemed to be effective from the inception date of this Insurance or the date the **Covered Trip** is booked, whichever is the later.

**Immediate Relative** - shall mean husband, wife, **Partner**, parent, parent-in-law, son or daughter, brother or sister or grandparents.

**Pre Existing Medical Condition** — any medical condition (diagnosed or not) which **you** or anyone insured had in the 12 months before the start date of this insurance or the start of a **Covered Trip** 

**Partner** - shall mean the person with whom **you** live at the same address on a permanent basis for a period of not less than six continuous months and with whom **you** have a domestic relationship.

**Bodily Injury** means identifiable physical injury which:

- Is sustained by you, and
- Is caused by an Accident during the Period of insurance and
- Solely and independently of any other cause, except illness directly resulting from or medical or treatment rendered necessary by such injury, occasions your death or disablement within 12 months from the date of the Accident.

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

**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, foot or leg.

**Dependent Children** - means all children aged under 19 years, (or 23 if in full time education) who permanently reside with an adult insured under this **Certificate of Insurance**.

**Pre-booked** - means booked by **you** prior to commencement of the **Covered Trip** and for which payment has or will be made.

**Hi-jack** - shall mean the unlawful seizure or wrongful exercise of control of the aircraft or other conveyance of the crew thereof in which **you** are travelling as a passenger.

**Jewellery and Valuables** - shall mean items of gold, silver or other precious metals, **jewellery** and semi-precious or precious stones, furs, curios, works of art, photographic equipment, video equipment, mobile phones and computer equipment.

**Excess** - shall mean the amount **you** are responsible for paying as part of your claim.

**Residency/Resident** – shall mean that you are permanently **Resident** in Ireland and have been for the past 6 months prior to the date of issue.

**Period of insurance** -Cancellation cover begins on the start date shown on **your** policy **Schedule** or the date **you** booked **your journey**, whichever is the later and ends at the beginning of **your journey**. The cover for all other sections starts at the beginning of **your** journey and finishes at the end of **your** journey. All cover ends on the expiry date shown on **your** policy **Schedule**, unless you cannot finish the journey as planned because of death, injury or illness or there is a delay to the public transport system that cannot be avoided. In these circumstances **we** will extend cover free of charge until **you** can reasonably finish that journey

### General Exclusions applicable to this Insurance

We shall not be liable for the following:-

- 1. The first amount as shown in the "Excess Applicable" column in the Schedule of Insurance, each and every claim.
- 2. Claims arising out of any trip which is booked or commenced by you:
  - a. contrary to medical advice
  - b. contrary to health and safety restriction(s) from an airline or carrier with whom **you** have booked to travel
  - c. to obtain medical treatment or convalescent care
  - d. after a terminal prognosis has been made
- 3. Any claim if you are aged 79 or over at the date of issue of this Insurance, unless otherwise agreed in writing.
- 4. Any claim if **you** are not a **Resident** in the Republic of Ireland/Northern Ireland
- 5. Any claim directly caused by or indirectly arising from suicide or intentional self injury or deliberate exposure to exceptional danger (except in an attempt to save human life).
- 6. Any claim directly or indirectly arising from you whilst you are undertaking manual work unless the appropriate additional premium has been paid and cover is noted on the **Schedule of Insurance**.
- 7. Any claim directly or indirectly arising from participation in Winter Sports or Scuba Diving unless the appropriate premium has been paid and cover is noted on the **Schedule of Insurance**, and the Winter Sports/Scuba Diving trips do not exceed the number of days noted in the Schedule of Insurance during the **Period of insurance**.
- 8. In respect of Winter Sporting Activities, any claim directly or indirectly arising from participation in:
  - a. ski and ski bob racing in international or national events, services or interservices, championships or heats or officially organised practice or training for these events, ski jumping, ice hockey or the use of skeletons, bob-sleighs, ski diving or luging.
  - b. off-piste skiing or off-piste snowboarding undertaken within resort boundaries, if such areas have been deemed unsafe by resort management or by local ski-patrol guidelines.
  - c. off-piste skiing or off-piste snowboarding undertaken outside of resort boundaries unless accompanied by an official and experienced guide who is employed at your ski resort and provided such areas have been deemed safe by resort management or by local ski-patrol guidelines.

- 9. Death, disablement, loss or expense from your participation in riding or driving in any kind of race, or in any form of operational duties as a member of the armed forces (except for the cover specifically provided by Section 1(iii)), or in mountaineering or rock climbing normally requiring the use of ropes or guides or special equipment, or in sports tours.
- 10. Any claim arising from **you** engaging in aviation except when travelling by air as a fare paying passenger.
- 11. Any claim arising from **your** use of a 2 wheeled motor vehicle where the driver does not have the appropriate driving license and/or **you** are not wearing a crash helmet.
- 12. Any claims in any way caused or contributed to by the failure of, or the fear of failure of, or the inability of any equipment or any computer program to recognise, interpret correctly or process any date as its true calendar date or to continue to function correctly beyond that date. This exclusion applies to Sections 1, 2, 3, 8 and 9.
- 13. Claims where medical or other suitable evidence is not provided.
- 14. Any part of any trip, which is booked or commenced by **you** in the knowledge that the **Covered Trip** will be longer than the maximum duration of any one trip as stated in the Schedule of Insurance.
- 15. Any claim resulting directly from the influence of alcohol, drugs or solvents (other than drugs taken under medical supervision but not for the treatment of drug addiction).
- 16. Any claim resulting from your participation in a criminal act.
- 17. Any loss, damage or any legal liability of whatsoever nature, directly or indirectly caused by or contributed to, by or arising from:
  - a. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof, or
  - b. pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.
- 18. Any claims attributable to any set of circumstances known to **you** at the time of effecting this Insurance or booking a trip, whichever is the later, where such a set of circumstances could reasonably have been expected to give rise to a claim.
- 19. Any claims arising from any health condition that **you** have, where such condition has already been the subject of a claim under this Certificate in respect of any previous **Covered Trip**.
- 20. Any claim arising from a sickness, disease, disability or condition for which **you** have received medical advice or treatment during the 12 months prior to the effective date of this Insurance, unless specifically agreed in writing by the Insurer.
- 21. Any claim due to any condition caused by, prolonged by, or aggravated by any psychiatric, mental or nervous disorder including anxiety and/or depression.
- 22. Any claim consequent upon venereal disease or any expenses incurred either directly or indirectly in the treatment of, diagnosis or counselling of either Acquired Immune Deficiency Syndrome (AIDS), AIDS related complex (ARC), or Human Immunodeficiency Virus (HIV), howsoever these may have been acquired or may be named.
- 23. Any claims arising from travel to a country or specific area or event to which the Travel Advice Unit of the Department of Foreign Affairs, the World Health Organisation (WHO or the Foreign and Commonwealth Office (FCO) have advised against all or all but essential travel.
- 24. Any claims for any other person on whose health the trip may depend, if at the time of taking out this Insurance (or booking the trip whichever is later) they have a medical condition for which they:
  - a. Are receiving treatment at hospital (other than regular hospital check-ups for a stable condition where the medication dosage remains unchanged)
  - b. Are awaiting for a hospital consultation or treatment (other than regular hospital check ups for a stable condition where the medication dosage remains unchanged)
  - c. Has been given a terminal prognosis, or been told that their condition is likely to get worse in the next 12 months;

### War and Kindred Risks Exclusion Clause applying to all Sections

The following exclusion clause shall be operative at all times within the Republic of Ireland/Northern Ireland and at all times during the **Covered Trip** whilst **you** are within the confines of, or travelling to and from, any country or area that, at the commencement of the **Covered Trip**, was publicly known to be in a state of, or faced with the threat of, war, invasion, civil war, armed hostility, armed revolt or insurrection.

We shall not be liable for death, disablement, expense, loss or indemnity directly or indirectly resulting from or attributable to War and Kindred Risks as defined below.

Notwithstanding the foregoing, this War Exclusion shall automatically be deemed inoperative if your presence in such country or area is attributable to:-

- a. the Scheduled transit or stopover not exceeding 24 hours of an aircraft or sea vessel in which he/she is travelling, or
- b. Involuntary diversion or transit due to force majeure or to hijack, kidnap or the like, terrorist or criminal act, provided always that at the time of the original occurrence or act **you** are not within the confines of any country or area to which this War Exclusion was applicable, nor travelling to or from such country or area other than as provided for under this section.

### Note

For the purposes of this Insurance, War and Kindred Risks shall mean:

War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, terrorism, rebellion, revolution, insurrection, or military or usurped power. If **you** are unsure as to whether this Exclusion applies to a particular country **you** are travelling to, then please contact us via the Insurance Broker named on the front of this **Certificate of Insurance** for advice.

### Nuclear, Chemical and Biological Terrorism Exclusion Clause

Regardless of any contributory cause(s), this Insurance does not cover any claim(s) in any way caused or contributed to by an act of terrorism involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent. If **we** allege that, by reason of this exclusion, any claim is not covered by this Insurance, the burden of proving the contrary shall be upon **you**.

### Note

1. For the purpose of this insurance an act of terrorism means:

An act including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, either acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or ethnic purposes or reasons, including the intention to influence any government and/or to put the public, or any section of the public, in fear.

2. Your attention is drawn to General Exclusion 18, which applies at all times.

### General Conditions applicable to all sections

1. In the event of any one occurrence giving rise to claims under more than one Section of this Certificate, only one monetary **Excess** of the amount specified in the "**Excess** Applicable" column in the **Certificate of Insurance** each Insured Person shall be deducted from the total amount of the claim.

- 2. No Endorsement or Amendment to this Certificate shall override the Exclusions applicable to Section 7, Personal Liability.
- 3. In the event of a claim under this Insurance **you** shall allow the Medical Advisor or Advisors appointed by us to examine **you** as often as may be deemed necessary by us.
- 4. Any fraud, misstatement or concealment in the statements made by **you** or on **your** behalf prior to arranging this Insurance or in the submission of a claim made hereunder shall render this Insurance null and void and all claims shall be forfeited.
- 5. You must be a Resident in the Republic of Ireland/Northern Ireland.
- 6. This Insurance is subject to and shall be governed by Irish Law and the Irish Courts alone shall have jurisdiction in any dispute arising under it.
- 7. There is no cover in place for any manual work undertaken by **you** whilst on a **Covered Trip** unless prior written approval has been given by us.
- 8. You must take all reasonable steps to avoid or reduce any loss which may result in a claim under this Insurance.
- 9. In the event of you suffering an Accident or Illness abroad which may lead to hospital treatment or the curtailment of the trip, you must contact the Claims Handlers, as detailed on your Schedule of Insurance for advice as soon as reasonably practicable (See your Schedule of Insurance for details). Failure to do so may prejudice any claim made under this section.

### **Sports and Activities**

**You** will be covered for the following activities unless more specifically excluded under Section 7 Personal Liability and provided that **you** are not participating for monetary gain and/or in a professional capacity:

A angling, archery, athletics

B badminton, banana boating, baseball, boardsailing, boating (inside 12 mile limit) bowling, bowls

**C** camel riding, canoeing (up to grade 2 rivers only), catamaran sailing (inside 12 mile limit), clay pigeon shooting, climbing (on a climbing wall - indoor only), cricket, croquet, cycling (for leisure only)

D deep sea fishing, dinghy sailing

F fell walking, fives

G gliding as a passenger (no cover for crewing or piloting), glacier walking, Golf, gymnastics

**H** handball, hiking/trekking/walking/rambling (up to 4000 metres), hill walking, horse riding (excluding competition, racing, jumping, hunting, eventing, polo and rodeo), hot air ballooning (organised s pleasure rides only)

- I Ice skating
- J Jet skiing
- **K** Kayaking (up to grade 2 rivers only), kite flying (traction)
- N Netball
- O Orienteering
- P Paintballing (providing that you wear eye protection), par-ascending over water only, pony trekking
- **R** Racketball, rifle range shooting, rowing , rounders, roller skating/blading (providing that **you** wear pads and helmet)

- **S** Safari trips (organised by a bona fide tour operator and without the use of guns), sailboarding, sailing (inside 12 mile limit), scuba diving (30 metres or 50 metres if qualified/instructed), skateboarding (provided that **you** wear pads and helmet), snooker, snorkelling, softball, squash
- T table tennis, ten pin bowling, tennis, trampolining
- V Volleyball
- W Water polo, water skiing, white water rafting (up to grade 4) windsurfing
- Y Yachting (inside 12 mile limit)

You will also be covered for the following:

Winter Sports activities unless more specifically excluded under Section 6 – Personal Liability and provided that **you** are not participating for monetary gain and/or in a professional capacity and that the appropriate additional premium has been paid for Winter Sports cover:-

- B Big foot skiing
- C Cross country skiing curling
- D Dog sledging dry slope skiing
- **H** Heli skiing (with a qualified guide)
- I Ice skating
- M Mono skiing
- **O** Off piste skiing/snowboarding (See general Exclusions 8)
- S Snow-boarding, snowmobiling, seeding
- T Tobogganing

### Section 1 - Cancellation or Curtailment

**We** will pay up to the limit shown in the **Schedule of Insurance** for any irrecoverable payments paid or contracted to be paid for travel, accommodation and unused **Pre-booked** excursions (including reasonable additional travel and accommodation expenses incurred for return to the Republic of Ireland/Northern Ireland) should the projected trip be cancelled before commencement or curtailed before completion, directly and necessarily as a result of:

- 1. Death, Bodily Injury, Illness or compulsory quarantine of:
  - a. you, or
  - b. any member of the travel party, or
  - c. any person with whom you intend to reside or conduct business with during the Covered Trip, or
  - d. any Immediate Relative or business associate.
- 2. Marital breakdown (provided that formal legal proceedings are commenced between the commencement date of the **Period of insurance** and the date of commencement of the **Covered Trip**) of:
  - a. You, or
  - b. any member of the travel party.
- 3. Summoning to jury service or witness attendance in a court of the Republic of Ireland/Northern Ireland or unavoidable requirement to be present in the Republic of Ireland/Northern Ireland for service in any military or civil emergency of:
  - a. you, or

- b. any member of the travel party.
- 4. Major damage or burglary at the home or place of business of:
  - a. you, or
  - b. any member of the travel party, or
  - c. any person with whom you intend to reside or conduct business during the Covered Trip.
- 5. The cancellation of **Scheduled** or chartered transport services (including publicly licensed transportation) caused by **Accident**, strike, industrial action, **Hi-jack**, criminal act, bomb scare, riot, civil commotion, fire, flood, earthquake, landslide, avalanche, or mechanical breakdown, provided that the event giving rise to such cancellation occurs, or is only announced, after this Insurance is effected or the **Covered Trip** is booked, whichever the later.
- 6. Adverse weather conditions making it impossible for **you** to travel to the point of departure at commencement of the outward trip.

#### **Exclusions**

We shall not be liable to pay for: -

- 1. Any claim that exceeds your contractual liability.
- 2. Any additional costs incurred as a result of **your** failure to advise the Tour Operator of the cancellation of the trip.
- 3. Any condition or set of circumstances known to **you** at the time this Insurance was effected or at the time a **Covered Trip** was booked, whichever is the later, where such condition or set of circumstances could reasonably have been expected to give rise to the cancellation or curtailment of the **Covered Trip**.
- 4. Arising from any **pre-existing medical condition**, infirmity or condition for which **you** are receiving regular medical treatment, advice or consultation at the time of effecting this Insurance or at the commencement of the **Covered Trip**, whichever is the later

### **Section 2 - Journey Continuation**

We will pay up to the limit shown in the Schedule of Insurance for:

### **Outward Journey**

- Reasonable additional travel and accommodation expenses incurred in meeting a Pre-booked travel
  connection or reaching Pre-booked accommodation, if at commencement of, or during the Covered Trip
  you miss a Pre-booked air, sea, coach or rail journey through any of the following contingencies directly
  affecting the means of transport in which your travelling or intending to travel:
  - a. If travel is by non-Scheduled transport, interruption caused by strike, locked out workers, industrial action, bomb scare, criminal action, Hi-jack, fire, avalanche, landslide, earthquake, flood, or Accident to or mechanical breakdown of such non-Scheduled transport in which you travel.
  - b. If travel is by Scheduled public transport, the contingencies specified in (i) above and also adverse weather conditions.
- Reasonable additional travel and accommodation expenses incurred in meeting a Pre-booked travel
  connection or reaching Pre-booked accommodation, if at commencement of or during the Covered Trip
  you miss a Pre-booked air, sea, coach or rail journey due to your failure to reach the departure point due to
  circumstances which you can realistically demonstrate were beyond your reasonable control.

### **Return Journey**

1. Reasonable additional travel and accommodation expenses incurred in returning to your home, or place of employment (whichever occurs first), if subsequent to you leaving your accommodation such additional and reasonable travel expenses are incurred as a result of the following:

- a. If travel is by non-Scheduled transport, interruption caused by strike, locked out workers, industrial action, bomb scare, criminal action, Hi-jack, fire, avalanche, landslide, earthquake, flood, or **Accident** to or mechanical breakdown of such non-Scheduled transport in which **you** travel.
- b. If travel is by Scheduled public transport, the contingencies specified in (i) above and also adverse weather conditions.
- Reasonable additional travel and accommodation expenses incurred in meeting a Pre-booked travel
  connection, if you/ miss a Pre-booked air, sea, coach or rail journey due to your failure to reach the
  departure point due to circumstances which you can realistically demonstrate were beyond your reasonable
  control.

#### **Exclusion**

We shall not be liable to pay for: -

Any claim arising out of any of the contingencies specified above, if such contingencies had already started or been forecast before the trip was booked or the insurance was effected, whichever is the later.

#### **Conditions**

- 1. In the selection of the route, means of travel and time of departure, **you** shall do all things reasonable and practical to minimise the possibility of late arrival at the departure point and allow reasonable time to make onward connections.
- 2. **We** shall only be liable for claims attributable to mechanical breakdown of non-Scheduled transport if **you** have obtained a garage or motoring organisation report confirming the date, time and cause of such breakdown.

### Section 3 - Travel Delay

**We** will pay up to the limit shown in the Schedule of Insurance for delays in accordance with the following scale, should the aircraft, sea vessel, coach or train on which **you** are booked to travel be delayed as a result of strike, locked out workers, industrial action, bomb scare, criminal action, **Hi-jack**, fire, avalanche, landslide, earthquake, flood, adverse weather conditions or **Accident** to or mechanical breakdown of such passenger transport:

- 1. In respect of the outward journey at commencement of a **Covered Trip**:
  - a. up to the Sum Insured stated in your Schedule for irrecoverable loss of travel and accommodation expenses paid or due to be paid should you opt to cancel a Covered Trip completely following a delay of 24 hours or more
  - b. €/£30 for the first completed 12 hour period of delay and €/£50 for each subsequent 12 hour period, up to a maximum of €/£230 in all.
- 2. In respect of all subsequent journeys during a **Covered Trip**, €/£30 for each completed 12 hour period of delay, up to a maximum of €/£230 in all.

#### **Exclusions**

We shall not be liable to pay for: -

Any claim arising directly or indirectly out of your failure to check in according to the itinerary supplied to you.

### Conditions

1. **We** shall only be liable under this section if **you** have obtained written confirmation from the carrier(s), or their Agent(s) stating the actual date and time of departure and the reasons for delay.

2. For the purposes of claims payment the period of delay shall be taken as commencing at the departure time of the conveyance as specified in the booking confirmation supplied to **you**.

### Section 4 - Medical, Repatriation and Additional Expenses

Should **you** suffer **Bodily Injury** or Illness (including compulsory quarantine) during the Period of Travel, **we** will pay up to the limit shown in the Schedule of Insurance for normal and necessary expenses incurred for medical or surgical treatment including specialists fees, hospital, nursing home and nursing attendance charges, massage and manipulative treatment, surgical and medical requisites, ambulance charges, emergency dental treatment (for the immediate relief of pain only) up to €1,300, and emergency ophthalmic fees, plus:

- a. Reasonable additional accommodation and repatriation expenses incurred by **you** and any one member of the travel party who has to remain or travel with **you**.
- b. Reasonable travel and hotel expenses of one person to travel from the Republic of Ireland/Northern Ireland if his/ her presence with **you** is necessary on medical grounds.
- c. Up to €/£5,000 for the reasonable cost of transporting your remains or ashes to your former place of residence in the Republic of Ireland/Northern Ireland or reasonable funeral expenses incurred abroad.
- d. The charter of an air ambulance or the use of air transport including qualified attendants certified by a registered doctor and authorised by the appointed Claims Handlers (details to be found on your **Schedule of Insurance**) to be necessary for your repatriation or treatment.

#### **Exclusions**

We shall not be liable to pay for:

- 1. The cost of continuing regular medication for any condition for which medical advice or treatment is being followed at the time of booking a trip or commencement of a **Covered Trip**, whichever is the later.
- 2. Any expenses incurred more than 12 months after the date of the incident which gave rise to the claim.
- 3. Medical Expenses incurred in the Republic of Ireland/Northern Ireland.
- 4. Any expenses incurred if **you** are travelling against medical advice, or after a terminal prognosis has been made.
- 5. Any expenses incurred from any **pre-existing medical condition**, infirmity or condition for which **you** are receiving regular medical treatment, advice or consultation at the time of effecting this Insurance or at the commencement of the **Covered Trip**, whichever is the later.

In the event of a serious medical emergency, you must contact the emergency medical assistance service. This number can be found by calling the number printed on your Schedule of Insurance and at the back of this booklet. They will be solely responsible for all decisions on the most suitable, practical and reasonable solutions to any problem.

#### Note

Claims for Repatriation on the grounds of the fear of contracting AIDS from Medical treatment will not be admitted. If **you** are seeking advice about this risk **you** should contact the Department of Foreign Affairs prior to your departure.

### Section 5 - Hospital Benefit

We will pay €/£30 per day for each completed 24 hour period up to the limit shown in the Schedule of Insurance should you suffer Bodily Injury or Illness during the Covered Trip which necessitates in-patient treatment outside of the Republic of Ireland/Northern Ireland.

### Section 6 - Personal Accident

We shall pay the Sum Insured stated in your Schedule of Insurance if in the course of a **Covered Trip**, **you** sustain **Bodily Injury** by Accidental, visible and violent means which solely and independently of any other cause within 12 calendar months of the date of the **Accident** results in **you** suffering:

- a. Death;
- b. Loss of one or both eyes;
- c. Loss of, or loss of use of one or more Limbs;
- d. Loss of one or both eyes and one or more Limbs;
- e. Permanent Total Disablement as defined.

#### **Definitions & Limitations**

- 1. If you are aged 15 years or below at the date of the Accident, the death benefit is limited to €/£3,175.
- 2. Benefit shall not be paid in respect of any one Insured Person under more than one of the benefits (a) to (e).
- 3. Permanent Total Disablement shall mean disablement which entirely prevents you from attending to your usual business or occupation (or from attending to any and every business or occupation if you are not in gainful employment at the date of the Accident) and which lasts 12 consecutive calendar months and at the expiry of that period is beyond hope of improvement.
- 4. **Loss of Limb** shall mean permanent loss by physical separation of a hand at or above the wrist or a foot at or above the ankle and includes permanent total and irrecoverable loss of use of hand, arm or leg.
- 5. Loss of an eye shall mean total and irrecoverable loss of sight of the eye.
- 6. In the event of an **Accident** involving more than one Insured Person where the claims exceed the Maximum Sum Insured any one Occurrence specified above, the amount payable in respect of each Insured Person shall be proportionately reduced until the total does not exceed that limit.

#### **Exclusions**

This Section does not cover death or disablement in any way caused or contributed to by or resulting from alcoholism, alcohol abuse, drug abuse nor from taking drugs not prescribed by a registered qualified medical practitioner, nor from taking drugs prescribed for the treatment of drug abuse or drug dependency.

### Section 7- Personal Liability & Legal Expenses

### **Personal Liability**

**We** shall indemnify **you** up to the Limit of Liability stated in your Schedule against all sums which **you** shall become legally liable to pay for:

- a. Accidental death or Bodily Injury
- b. Accidental damage to material property occurring in the course of a Covered Trip.

We shall pay legal costs and expenses incurred with our prior written consent, in respect of such claim under this Section up to a maximum sum of €/£35,000.

## **Legal Expenses**

This Section covers up to the sum of €/£35,000 in respect of legal costs and expenses incurred, with **our** prior written consent, by or on **your** behalf in the pursuit of a claim against a third party who has caused **you Bodily Injury**, or

illness or your death by an incident occurring in the course of a **Covered Trip**. **We** reserve the right to withdraw at any stage from an action and **we** shall not be liable for any further expense incurred after that withdrawal.

#### **Conditions & Limitations**

- 1. Our liability for all sums including legal and other costs payable by **you** shall not exceed the respective Limit of Liability stated in your Schedule.
- 2. **You** shall give immediate notice to us of any occurrence for which there may be a claim under this Section and shall provide us with such particulars and information as **we** may require and shall forward to us immediately on receipt any letter, writ, summons and process and shall advise us in writing immediately **you** have knowledge of any impending prosecution, inquest or inquiry in connection with the said occurrence.
- 3. No admission of liability or offer, promise or payment shall be made without our prior written consent. **We** shall be entitled at our discretion to take over and conduct in your name the defence or settlement of any claim and to prosecute at our own expense and for our own benefit any claim for compensation or damage against any other person. **You** shall give all information and assistance required.
- 4. There shall be no cover for legal costs and expenses incurred without our prior written consent which shall not be unreasonably withheld.

### **Exclusions**

We shall not be liable:

A. Personal Liability

For any claim arising from:

- 1. Bodily Injury to
  - a. Any member of your family
  - b. Any person who is under a contract of service with **you** and which arises out of and in the course of their employment with **you**;
- 2. **Bodily Injury** to or damage to the property of any person(s) with whom **you** are travelling, irrespective of whether such person(s) is covered under this Insurance or not;
- 3. Loss or damage to property belonging to or in the custody or control of **you**, your family or **your** servant or agent;
- 4. The ownership, co-ownership, possession or use by **you** of any land or buildings;
- 5. the ownership, co-ownership, possession, use or whilst under your control of any mechanically propelled vehicle (other than golf buggies), aircraft, hovercraft, or watercraft (other than hand propelled watercraft, sailboards, surfboards, foot propelled paddle boats and inflatable sailing dinghies);
- 6. Liability assumed by **you** by an agreement unless such liability would have attached to **you** in the absence of such agreement;
- 7. The practice of a profession or your occupation or the supply of goods and services by you;
- 8. Loss or damage occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds:
- B. Legal Expenses
- 1. For costs incurred in the pursuit of claims against a travel agent, tour operator, carrier, insurer or insurer's agent.

## Section 8 - Baggage & Personal Effects

In the event of you:

a. Suffering loss of or damage to baggage and/or personal effects including Jewellery and Valuables whilst on
a Covered Trip, we shall indemnify you in respect of such loss or damage up to the Sum Insured stated in
your Schedule

b. Being temporarily deprived of your baggage and/or personal effects excluding **Jewellery** and **Valuables** for a period in **Excess** of 12 (twelve) hours on the outward journey whilst on a **Covered Trip**, we shall reimburse **you** in respect of emergency purchases up to a maximum sum of €200 in all.

### **Conditions & Limitations**

- 1. There is a maximum Sum Insured of €635 in all (irrespective of the Sums Insured stated in this Section) in respect of losses from unattended vehicles.
- 2. There is a maximum Sum Insured of €5,100 in all in respect of Family Cover (where Family Cover is indicated in the **Schedule**) in respect of loss of or damage to property arising from the same event.
- 3. Our liability for any single item of property shall not exceed the single article limit stated in the **Certificate** and/ or **Schedule**, a pair or set of articles being deemed a single item.
- 4. Total loss or destruction of an insured item shall be dealt with on an indemnity basis up to the Sum Insured stated in **your Schedule** subject to any maximum limitations expressed in this Section.
- 5. You shall at all times exercise reasonable care in the supervision of insured property.

#### **Exclusions**

We shall not be liable for claims up to the Excess amount in your Schedule/ Certificate or resulting from:

- 1. breakage of glass or china unless caused by an **Accident** to the conveyance in which **you** are travelling;
- 2. loss or damage caused by moth, vermin, electrical or mechanical breakdown, machinery breakdown, gradual deterioration or wear and tear (this does not apply to the loss of or damage to any item resulting from wear and tear to a clasp, setting or other fastening, carrier or container):
- 3. loss of cash, bank or currency notes, cheques, postal orders, credit cards, charge cards, travel cards, bankers cards, travellers cheques, travel tickets, passports, driving licences, green cards and petrol or other coupons;
- 4. claims resulting from confiscation, requisition, detention, destruction or damage by customs authorities or other such officials;
- 5. losses which are not reported to the Police or appropriate authorities within 24 hours of discovery or as soon as is reasonably practicable, and where a Police or Property Irregularity Report (PIR) is not obtained;
- 6. breakage of sports equipment whilst in use or loss of or damage to pedal cycles or hired equipment;
- 7. Loss of or damage to contact, corneal or micro- corneal lenses.
- 8. Items left unattended at any time, unless in a locked hotel room.
- 9. Valuables not on **your** person unless locked in a hotel room or safe.

# Section 9 - Money Insurance

In the event of **you** suffering loss of cash, bank or currency notes, cheques (other than travellers cheques), postal orders, travel tickets, passports, driving licences, green cards and petrol coupons:

- a. whilst on a Covered Trip OR
- b. During the 72 hours immediately prior to commencement of a **Covered Trip** in respect of cash obtained for the purpose of your travel and in your custody and control, **we** shall indemnify **you** in respect of any such loss, up to the Sum Insured stated in your Schedule, subject to the cash limit stated in your Schedule. This Section shall also cover loss resulting from the fraudulent use of any credit card, charge card or bankers card in your name following loss or theft of such card whilst on a **Covered Trip** up to the Sum Insured stated in your Schedule. Our liability shall be limited to those amounts not covered by any guarantee given by the bank or issuing company to **you** in respect of such losses.

### Condition

You shall at all times exercise reasonable care in the supervision of the insured property.

#### **Exclusions**

We shall not be liable for claims up to the Excess amount in your Schedule/ Certificate or resulting from:

- 1. delay, errors or omissions in receipts, payments, accountancy or from depreciation in value;
- 2. losses which are not reported to the Police or appropriate authorities within 24 hours of discovery or as soon as is reasonably practicable and where a Police report is not obtained;
- 3. loss of credit cards, charge cards, travel cards, bankers cards, cheques (other than travellers cheques), where the loss is not reported to the issuing company or bank in accordance with the conditions under which the card(s) or cheque(s) (other than travellers cheques), was issued;
- 4. losses from unattended vehicles;
- 5. The confiscation, requisition, detention, destruction or damage of the insured property by customs authorities or other such officials.
- 6. Travellers cheques.

### **Scuba Diving Endorsement**

(only if stated in your **Schedule** as being included)

In consideration of the additional premium, which has been included in the premium stated in your **Schedule**, this Insurance is extended to cover **you** whilst engaged in scuba diving on a **Covered Trip**.

### **Additional Conditions**

It is a condition precedent to our liability under this Extension that **you** shall not:

- 1. engage in any form of flying within 24 hours of diving;
- 2. dive to a depth greater than 30 metres.

### **Additional Exclusions**

This Extension shall not apply:

- 1. If you are scuba diving:
  - i. Whilst unaccompanied by a fellow certified scuba diver;
  - Against the advice or warning of a qualified dive master, instructor or other appropriate authority.
- 2. To any loss of and/or damage to any scuba diving equipment/clothing belonging to or hired by **you** during the course of a **Covered Trip**. All other terms, conditions and limitations remain unchanged

# Winter Sports Endorsement

(Only if stated in your Schedule as being included)

In consideration of the additional premium, which has been included in the premium stated in your Schedule, this Insurance is extended to cover **you** whilst engaged in Winter Sports (as defined) on a **Covered Trip**, but only in accordance with the following amendments to Sections 1, 8 and 9.

### Definition

Winter Sports shall mean dry-slope skiing; alpine skiing; glacier skiing; snow skiing; snow boarding; langlauf or Nordic skiing; bobsleighing; luge; mono-skiing; skibobbing/ ski doo; ice skating; ice hockey; curling and tobogganing, and

shall include such activities being undertaken off piste, provided such activity is not undertaken alone and/ or against local authoritative warning or advice.

No other winter sports will be covered unless specifically agreed by us and endorsed on the **Schedule**.

Section 1 is extended to indemnify **you** in respect of all irrecoverable deposits, advance payments and other charges paid or due to be paid by **you** to engage in Winter Sports whilst on a **Covered Trip**, such deposits, payments and other charges being only in respect of Winter Sports instruction, equipment hired or ski passes, up to a maximum Sum Insured of e1,000 per person, if a **Covered Trip** is cancelled or curtailed due to a cause covered under i) – v) of Section 1. In respect of this Extension, the following Conditions shall be added to Section 1:

**Condition 1**. **You** shall provide us with written confirmation by a registered qualified medical practitioner that **you** are unable to take part in Winter Sports by reason of ac- cidental **Bodily Injury** or illness.

Condition 2. It is a condition precedent to our liability in respect of unused lessons, equipment hire or ski passes that:

- a. you shall have applied to the local service provider for a refund or for evidence of their refusal to refund.
- b. **We** are supplied with the unused ski passes and/or documented refusal of refund by the said service provider.

In addition to the Exclusions applicable to Section 1, the following Exclusion shall apply:-

We shall not be liable for claims:

- a. for irrecoverable charges for the first 2 days cancellation of lessons, the loss of use of equipment hired or ski
  passes:
- b. solely due to adverse weather conditions of any kind.

Section 8 is extended to cover **Accidental** loss of or damage (other than damage whilst in use) to equipment, including but not limited to skis, ski-bindings or ski-boots, owned by **you**, up to a maximum sum of €/£400 per person in respect of such equipment which is less than 5 years old, or up to a maximum sum of €65 per person for equipment more than 5 years old. The following Condition is added to Section 8: **You** shall at your own expense transport damaged skis or ski equipment back to your home address in the Republic of Ireland/Northern Ireland, so that it is available for our inspection or by our appointed representative.

Section 9 is extended to cover **Accidental** loss of ski passes, up to a maximum Sum Insured of €/£130 per person. All other terms, conditions and limitations remain unchanged.

## **Golf Cover Endorsement**

(Only if stated in your Schedule as being included)

In consideration of an additional premium, which has been included in the premium stated in your **Schedule**, Sections 1 and 8 of this Insurance are extended to provide the following cover:

	Section	Max Benefit	Excess
(i)	Golf Equipment  (Any single item, pair or set)	Up to €/£1,500 €/£500	€/£ <b>7</b> 5

(ii)	Golf Equipment Hire	€/£50 per day up to €/£500	n/a
(iii)	Non-refundable Golfing Fees	€/£120 per day up to €/£500	n/a

#### Definition

Golf Equipment shall mean golf clubs, golf bag, non- motorised golf trolley and golf shoes. Section 8 is extended to indemnify **you** in respect of the following:

i. Golf Equipment

In the event of Accidental loss, theft of or damage to golf equipment owned by **you** whilst on a **Covered Trip**, **we** shall indemnify **you** in respect of such loss or damage up to  $\ell$ .

### **Exclusions**

In addition to the Exclusions applicable to Section 8 we shall not be liable for:

- a. the first €/£75 of each and every loss
- b. More than €/£500 in respect of any single item of property, a pair or set of articles being deemed a single item.
- c. More than €/£70 per single item, up to a maximum of €/£280 in total for any one claim, if **you** are unable to provide the original receipt, proof of purchase or an insurance valuation which was obtained prior to the loss.
- d. damage to, or loss or theft of golf equipment which is over five years old
- e. claims for loss, theft or damage to golf equipment whilst being shipped as freight or under a Bill of Lading
- f. damage to, or loss or theft of golf equipment, which is being carried on a vehicle roof rack
- g. damage to, or loss or theft of golf equipment, if it has been left:
  - a. unattended in a place to which the public have access; or
  - b. left in an unattended motor vehicle; or in the custody of a person who does not have an official responsibility for the safekeeping of the property; or
- h. Any claim for damage to golf equipment whilst in use.

Section 8 is extended to indemnify you in respect of the following:

- ii. Golf Equipment Hire in the event that golf equipment owned by **you** is
  - i. lost, stolen or damaged; or
  - ii. misdirected or delayed in transit by more than 12 hours **we** will pay for the cost of hiring **you** the necessary golf equipment, up to €/£50 for each 24 hour period **you** are without your own golf equipment, subject to a maximum of €/£500 in all.

### **Exclusions**

In addition to the Exclusions applicable to Section 8 we shall not be liable for claims following damage to, or loss or theft of golf equipment:

- a. whilst in use
- b. whilst being shipped as freight or under a Bill of Lading
- c. which is being carried on a vehicle roof rack
- d. if it has been left:
  - i. unattended in a place to which the public have access; or
  - ii. left in an unattended motor vehicle; or
  - iii. in the custody of a person who does not have an official responsibility for the safekeeping of the property.

Section 1 is extended to indemnify **you** in respect of the following:

iii. Non -Refundable Golfing Fees

We will pay up to €/£500 in respect of any non refundable prepaid green fees, golf equipment hire fees or tuition fees which are not used due to **you** sustaining **Accidental Bodily Injury** or falling ill or the loss or theft of documenta- tion which prevents **you** from participating in the pre-paid golfing activity.

#### **Exclusions**

In addition to the Exclusions applicable to Section 1

- Claims arising from a medical condition which is not substantiated by a report from the treating doctor confirming your inability to play golf.
- b. Any claim for loss or theft of your documents if **you** have not notified the police within 24 hours of its discovery and obtained a written report, which includes the crime reference number.
- c. Any claim, if the loss or theft of your documents occurs during a journey or whilst in the custody of an airline or other carrier, and you have not notified the carrier or their handling agent of the incident and obtained an official report or a Property Irregularity Report (PIR) All other terms, conditions and limitations remain unchanged.

#### **Recreational Activities Endorsement**

(only if stated in your Schedule as being included)

In consideration of an additional premium, which has been included in the premium stated in your Schedule, this Insurance is extended to cover **you** whilst engaged in any Recreational Activities, as defined, whilst on a **Covered Trip**.

### Definition

Recreational Activities shall include abseiling, American football, fencing, football (excluding tours), go-karting (excluding racing), hockey (excluding tours), judo, lacrosse, martial arts, mountain biking (excluding stunts or racing), rafting, weight lifting and wrestling but only as specifically stated in the Certificate as being included. All other terms, conditions and limitations remain un- changed.

### **Complaints Procedure**

**We** aim to provide insurance cover and service of the highest standards. However, **we** accept that things can go wrong and **we** would rather be told about any difficulties than have a dissatisfied client. If **you** feel that **we** have been unreasonable in any aspect of the handling of your insurance please follow the procedure below:

Any complaint should be addressed, in the first instance, to:-

ARB Underwriting Ltd t/a Buddy Suite 1, The Cube Offices, Beacon South Quarter, Sandyford, Dublin 18

Your complaint will be acknowledged, in writing, within 5 (five) business days of the complaint being made. **You** will also be informed of the name of one or more individuals that will be your point of contact regarding your complaint

until the complaint is resolved or cannot be progressed any further. **You** will be provided with an update on the progress of the investigation of your complaint, in writing, within twenty business days of the complaint being made.

A decision on **your** complaint will be provided to **you**, in writing, within 40 (forty) business days of the complaint being made.

Should **you** remain dissatisfied with the final response or if **you** have not received a final response within 40 (forty) business days of the complaint being made, **you** may be eligible to refer **your** complaint to the Financial Services and Pensions Ombudsman (FSPO). The contact details are as follows:

Financial Services and Pensions Ombudsman Lincoln House Lincoln Place Dublin 2 D02 VH29 Republic of Ireland/Northern Ireland

Tel: +353 1 6 567 7000 E-mail: info@fspo.ie Website: www.fspo.ie

If **you** have purchased your contract online **you** may also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is <a href="www.ec.europa.eu/odr">www.ec.europa.eu/odr</a>.

The complaints handling arrangements above are without prejudice to your right to commence a legal action or an alternative dispute resolution proceeding in accordance with your contractual rights.

## Service of Suit and Jurisdiction Clause

It is agreed that this Insurance shall be governed exclusively by the law and practice of Ireland, and any disputes arising under, out of or in connection with this Insurance shall be exclusively subject to the jurisdiction of any competent court in Ireland.

Lloyd's Insurance Company S.A. hereby agrees that all summonses, notices or processes requiring to be served upon it for the purpose of instituting any legal proceedings against them in connection with this Insurance shall be properly served if addressed to it and delivered to it care of

Republic of Ireland Policyholders only:

Lloyd's Ireland Representative Limited 7/8 Wilton Terrace Dublin 2 D02 KC57 Ireland

Tel: +353 (0) 1644 1000

Email: lloydsireland@lloyds.com

who in this instance, has authority to accept service on its behalf.

Northern Ireland Policyholders only:

Keith Stern

General Representative for the UK Lloyd's Insurance Company S.A. 1 Lime Street London EC3M 7HA

Tel: +44 (0) 20 7327 5933 E-mail: keith.stern@lloyds.com

who in this instance, has authority to accept service on its behalf.

Lloyd's Insurance Company S.A. by giving the above authority does not renounce its right to any special delays or periods of time to which it may be entitled for the service of any such summonses, notices or processes by reason of its residence or domicile in Belgium.

This Service of Suit and Jurisdiction Clause will not be read to conflict with or override the obligations of the parties to resolve their disputes as provided for in any other clause in this Policy and, to the extent required, shall apply to give effect to that process.

# <u>Useful Telephone Numbers</u>

Department of Foreign Affairs: +353 1 4780822

A.R.B. Underwriting Ltd: +353 1 525 7900 or www.arb.ie

Sedgwick Travel Claims while in Ireland: +353 1 2611 540

Healix International 24 hour worldwide medical assist: + 44 0203 823 1435

Arranged by ARB Underwriting Ltd t/a Buddy.ie, is regulated by the Central Bank of Ireland. Registered Office: Suite 1, The Cube Office, Beacon South Quarter, Sandyford, Dublin 18

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