

## Operative Time

This Insurance is to cover a holiday trip, a non manual business trip or a manual business trip providing the appropriate additional premium has been paid and is noted on the Certificate of Insurance, commencing and terminating during the specified Period of Travel. The Period of Travel operates from the time of leaving home, or place of employment (whichever is the later), during the whole time away and until return to home, or place of employment (whichever occurs first). Cover in respect of Section 1, Cancellation, operates from the date of booking a trip or date of issue of this Insurance, whichever is the later.

## Single Trip Travel Insurance

THIS DOCUMENT CONTAINS THE TERMS AND CONDITIONS OF THE TRAVEL INSURANCE CONTRACT.

**THIS DOCUMENT MUST BE READ IN CONJUNCTION WITH THE CERTIFICATE OF INSURANCE.**

This is to certify that in accordance with the authorisation granted under contract (UMR) noted on your **Schedule of Insurance** or its replacement contract issued to the undersigned by certain Underwriters at Lloyd's and/or Authorised Insurers whose definitive numbers and/or proportions written by them (which will be supplied upon application) can be ascertained by reference to the contract, 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. Underwriters are hereby bound severally and not jointly, each for his own part and not for one another, their Heirs, Executors and Administrators.

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 certain Underwriters at Lloyd's and authorised Insurers in accordance with Section 94 of the Insurance Act 1936.

All Errors & Omissions Excluded.



**Cathal O'Brien,  
Managing Director**

A.R. Brassington & Co Ltd

For and on behalf of certain Underwriters at Lloyd's and authorised insurers.

A.R. Brassington & Co Ltd t/a Quickcover.ie is regulated by the Central Bank of Ireland.

Registered Office: Suite 1, The Cube Offices, BSQ, Sandyford, Dublin 18. D18 RF44.

Company No. 168567

## 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.

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### 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. 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. Children aged 17 years and under can travel independently of a parent provided the Covered Trip does not exceed 30 days.

### Definitions applicable to this Certificate of Insurance

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

- 1 is sustained by you, and
- 2 is caused by an Accident during the Operative Time, and
- 3 solely and independently of any other cause, except Illness directly resulting from or medical or surgical 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.

“**Permanent Total Disablement**” means disablement which entirely prevents you from attending to any business or occupation for which you are reasonably suited by training, education or experience, or if you are of 16 years of age or under, from attending to any business or occupation whatsoever, and which lasts twelve months and at the expiry of that period is beyond hope of improvement.

“**Hi-jack**” means the unlawful seizure or wrongful exercise of control of an aircraft or conveyance, or the crew thereof, in which you are travelling as a passenger.

“**Valuables**” means antiques, watches, furs, animal skins, jewellery, precious stones, photographic, video, audio and computer equipment, games consoles and their software.

“**Business Samples**” means items carried by you whilst on a business trip on behalf of your Employer, which are the property of the Employer.

“**Permanent Republic of Ireland Resident**” means you have a fixed abode in the Republic of Ireland and reside permanently at that abode.

“**Partner**” means your fiancé(e) or a person who has cohabited with you for a period of not less than 6 months at the commencement date of the Period of Travel.

“**Dependent Children**” means all children aged under 18 years, (or under 23 years if in full time education) who permanently reside with and are travelling with an adult insured under this Certificate.

“**Close Relative**” means mother, father, sister, step sister, brother, step brother, husband, wife, partner, daughter, step daughter, son, step son, grandparent, grandchild, parent-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, or fiancé(e).

“**Pre-booked**” means booked by you or the Assured prior to commencement of the Period of Travel and for which payment has or will be made.

“**You/Your**” means any Insured Person named under the “Certificate of Insurance”

**General Exclusions applicable to this Insurance**

The Underwriters shall not be liable for the following:-

- 1 The first amount as shown in the “Excess Applicable” column in the Certificate 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 70 years or over at the date of issue of this insurance.
- 4 Any claim if you are not a permanent resident in the Republic of 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 Certificate of Insurance.
- 7 Any claim directly or indirectly arising from participation in Winter Sports unless the appropriate premium has been paid and cover is noted on the Certificate 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 luge.
  - (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 passenger.
- 11 Any claim arising from your use of a 2 wheeled motor vehicle where the driver does not have the appropriate driving licence 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 Period of Travel will be longer than 45 days at the date of issue of this 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 set of circumstances could reasonably have been expected to give rise to a claim.
- 19 Any claim arising from a sickness, disease, disability or condition for which you have received medical advice or treatment during the 12 month period prior to the effective date of this Insurance, unless specifically agreed in writing by Underwriters.
- 20 Any claim due to any condition caused by, prolonged by, or aggravated by any psychiatric, mental or nervous disorder including anxiety and/or depression.
- 21 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.
- 22 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)

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- (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; 23 Any trip which is undertaken by Dependent Children unless accompanied by an adult insured hereunder.

### 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 and at all times during the Period of Travel whilst you are within the confines of, or travelling to and from, any country or area that, at the commencement of the Period of Travel, 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.

The Underwriters 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 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 i).

#### 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 Underwriters 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 Underwriters 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

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

- 1 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 6, Personal Liability.
- 3 In the event of a claim under this Insurance you shall allow the Medical Advisor or Advisors appointed by the Underwriters to examine you as often as may be deemed necessary by the Underwriters.
- 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 permanent resident in the Republic of Ireland.
- 6 You must take all reasonable steps to avoid or reduce any loss which may result in a claim under this Insurance.

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**Single Trip Policy Wordings**

- 7 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 in your Certificate of Insurance for advice as soon as reasonably practicable. Failure to do so may prejudice any claim made under this section.

**Covered Activities**

*Any activities not mentioned in the list below will not be covered unless agreed by endorsement.*

You will be covered for the following 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:-

A	angling archery athletics	golf gymnastics	roller skating/blading (providing that you wear pads and helmet) rounders rowing
B	badminton banana boating baseball boardsailing boating (inside 12 mile limit) bowling bowls	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 pleasure rides only)	s safari trips (organised by a bona fide tour operator and without the use of guns) sail boarding sailing (inside 12 mile limit) s scuba diving (30 metres or 50 metres if qualified/instructed) skateboarding (provided that you wear pads and helmet)
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)	i ice skating j jet skiing k kayaking (up to grade 2 rivers only) kite flying (traction) n netball o orienteering	snooker snorkelling softball squash t table tennis ten pin bowling tennis trampolining
D	deep sea fishing dinghy sailing	p paint balling (providing that you wear eye protection) parascending over water only pony trekking	v volley ball w water polo water skiing white water rafting (up to grade 4) wind surfing
f	fell walking fives	r racket ball rifle range shooting	y yachting (inside 12 mile limit)
g	gliding as a passenger (no cover for crewing or piloting), glacier walking		

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:-

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B	Big foot skiing	h	heli skiing (with a qualified guide)	(see General Exclusion 8)
c	cross country skiing curling	i	ice skating	s sledging snow-boarding snow mobiling
d	dog sledging dry slope skiing	m	mono skiing	t tobogganing
		o	off piste skiing/snowboarding	

### Section 1 – Cancellation or Curtailment

The Underwriters will pay up to the limit shown in the Certificate 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) should the projected trip be cancelled before commencement or curtailed before completion, directly and necessarily as a result of:

- (i) 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 Period of Travel, or
  - d) any close relative or business associate.
- (ii) Marital breakdown (provided that formal legal proceedings are commenced between the date of issue of this Insurance and the date of commencement of the Period of Travel) of:-
  - a) you, or
  - b) any member of the travel party.
- (iii) Summoning to jury service or witness attendance in a court of the Republic of Ireland or unavoidable requirement to be present in the Republic of Ireland for service in any military or civil emergency of:-
  - a) you, or
  - b) any member of the travel party.
- (iv) 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 Period of Travel.
- (v) Adverse weather conditions making it impossible for you to travel to the point of departure at commencement of the outward trip.

### Exclusions

The Underwriters 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.

### Section 2 – Journey Continuation

The Underwriters will pay up to the limit shown in the Certificate of Insurance for:

#### Outward Journey

- (i) 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 Period of Travel 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 you are 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.

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- b) If travel is by scheduled public transport, the contingencies specified in (i) above and also adverse weather conditions.
- (ii) 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 Period of Travel 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

- (i) 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.
- (ii) 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.

### Exclusions

The Underwriters shall not be liable to pay for: -

- 1 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 The Underwriters 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

The Underwriters will pay up to the limit shown in the Certificate 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:

- a) In respect of the outward journey at commencement of a Covered Trip:
  - (i) Up to the Sum Insured stated in your Certificate 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.
  - (ii) €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.
- b) 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.

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### **Single Trip Policy Wordings**

#### **Exclusions**

The Underwriters shall not be liable to pay for:

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

#### **Conditions**

- 1 The Underwriters 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, the Underwriters will pay up to the limit shown in the Certificate 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 if his 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 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 Certificate of Insurance) to be necessary for your repatriation or treatment.

#### **Exclusions**

The Underwriters 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 Period of Travel, 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.

#### **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 relevant advisory authorities such as the Travel Enquiry Unit in the Consular Department of the Foreign and Commonwealth office prior to departure.

### **Section 5 – Hospital Benefit**

The Underwriters will pay €30 per day for each completed 24 hour period up to the limit shown in the Certificate of Insurance should you suffer Bodily Injury or Illness during the Period of Travel which necessitates in-patient treatment outside of the Republic of Ireland.

### **Section 6 – Personal Liability**

The Underwriters will indemnify up to the limit as stated in the Certificate of Insurance, any one event or series of events and in all (including Legal Expenses), should you become legally liable to pay compensation for Bodily Injury to the public or accidental loss of or damage to property, occurring during the Period of Travel.



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### Exclusions

The Underwriters shall not be liable for

- 1 Any claim arising out of Bodily Injury to any member of your family or household, or to any employee.
- 2 Any claim arising out of accidental loss or damage to property belonging to or in your care, custody or control of or any member of your family or household or of an employee.
- 3 Any claim 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 claim arising out of the ownership, possession, occupation or use of land or buildings.
- 5 Any claim arising out of your profession, occupation or business or arising out of liability assumed under a contract if such a liability would not otherwise have attached.
- 6 Any costs recoverable under any other Insurance in force

### Conditions

- 1 You must not make any admission of liability whatsoever, or make any arrangements, offer or promise of payment without the written consent of the Underwriters.
- 2 The Underwriters shall be entitled, if they so desire, to take over and conduct, in your name, a defence of any claim or to prosecute in their name for their own benefit any claims for indemnity or damages or otherwise against any third party, and have discretion in the conduct of any negotiations or proceedings or the settlement of any claim. You 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 limit as stated in the Certificate of Insurance, for Legal Expenses incurred by you or on your behalf in the pursuit of a claim for damages against a third party who has caused you Bodily Injury, Illness or Death by an Accident during the Period of Travel.

### Exclusions

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 for actions against Travel Agents, Tour Operators, Underwriters or their Agents, or your spouse, immediate family or employer.
- 3 Any costs recoverable under any other Insurance in force.

### Conditions

- 1 Claims Handlers shall be entitled to nominate and appoint a Legal Representative to act on your behalf and to have direct access at all times to the Legal Representative.
- 2 The Underwriters reserve the right to withdraw at any stage and thereafter they shall not be liable for any further expenses.

## Section 8 – Personal Baggage and Money

The Underwriters will pay up to the limits as stated in the Certificate of Insurance for loss, theft or damage occurring during the Period of Travel to accompanied Personal Baggage and Money, subject to the following inner limits:-

### Single Article or Pair or Set of Article Limit

Up to the limit as shown in the Certificate of Insurance.

### Valuable items

Up to the limit as shown in the Certificate of Insurance and subject to the Single Article or Pair or Set of Articles Limit as stated in the Certificate of Insurance.

## QuickCover.ie Single Trip Policy Wordings

### Exclusions

The Underwriters shall not be liable to pay for:

1. Any claim in respect of damage due to wear and tear and gradual deterioration, or money shortages due to error, omission or depreciation in value
2. Any claim in respect of loss of and/or theft of Money or Personal Baggage not reported to the police within 24 hours of discovery, and a police statement obtained.
3. Losses arising from confiscation or detention by customs or any other authority.
4. Any claim in respect of property or money otherwise insured.
5. Any loss or damage whilst in the custody of a carrier, unless reported to the carrier within 24 hours of discovery and a report obtained.
6. Any claim in respect of valuables or money whilst in the custody of a carrier.
7. Any loss or damage whilst left unattended, unless in a locked hotel room, safe, apartment, holiday residence or motor vehicle. If left in a motor vehicle overnight, Underwriters shall not be liable for any claims unless such motor vehicle is contained in a securely locked garage, or secure compound.
8. Any claim arising out of electrical and/or mechanical breakdown.
9. Any loss or damage of fragile articles unless caused by fire or by an accident to the aeroplane, ship or vehicle in which they are being carried.
10. Loss or theft or damage to contact or corneal lenses, dentures, hearing aids, mobile telephones (including Pocket PCs, Blackberrys and the like), bonds, coupons, securities, stamps or documents of any kind, antiques, pictures, sports equipment whilst in use, boats and/or ancillary equipment including windsurfing equipment and sailboards.
11. Personal Baggage that is left unattended in a public place.
12. Damage caused by leaking powder or fluid carried within your baggage.

### Note

- 1 Money shall mean cash, travellers cheques, passports, green card, or travel tickets.
- 2 Money and Travellers Cheques shall be covered from the time of collection from a bank or travel agent or from 72 hours prior to commencement of the Period of Travel, whichever is the later, and up to 48 hours after completion of the Period of Travel, or time of conversion or encashment, whichever is the earlier.

### Conditions

- 1 You shall at all times exercise reasonable care in the supervision of the insured property.
- 2 You shall in the event of any loss, take all reasonable steps to recover such item(s).
- 3 If you purchase 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, whichever is the lesser.

### Section 9 - Delayed Baggage

In the event that personal effects are temporarily lost for more than 12 hours by the carrier, Underwriters will pay up to the limit as stated in the Certificate of Insurance for the purchase of immediate necessities, but such payment will be deducted from any claim submitted under Section 8, Personal Baggage and Money if the loss becomes permanent. Receipts for such purchases must be provided.

### Section 10 - Personal Accident

The Underwriters will indemnify you up to the following percentage of the Sum Insured as stated in the Certificate of Insurance should you suffer Bodily Injury during the Period of Travel which results in one of the following:

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1	Death
2	Permanent Total Loss of Sight of One or Both Eyes
3	Loss of, or loss of use of One or More Limbs
4	Loss of one or both eyes and one of more Limbs
5	Permanent Total Disablement (other than loss of sight of one or both eyes or loss of limb (s))

### Exclusions

- 1 The Underwriters will not be liable to pay for any claim directly or indirectly resulting from disease or natural causes or surgical treatment (unless rendered necessary by Bodily Injury covered hereunder).
- 2 In the event that an accident covered hereunder should result in your death within 12 months of the date of the accident and prior to the definite settlement of the benefit for disablement, there shall be paid instead of the latter the benefit payable in the case of death.

### Conditions

- 1 Benefit shall not be payable under more than one of the Items above in respect of the consequences of one Accident.
- 2 The Sum Insured by Item 1 above shall be restricted to €3,175 if you are 16 years of age or under.
- 3 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.

## Section 11 – Winter Sports Extension

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

In consideration of the additional premium, which has been included in the premium stated in the Certificate, 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 and 8.

### Definition

Winter Sports shall mean dry-slope skiing; alpine skiing; glacier skiing; snow skiing; snow boarding; langlauf or Nordic skiing; bobsleighbing; 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 Certificate.

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 €1,000 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 accidental 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.

## QuickCover.ie Single Trip Policy Wordings

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, so that it is available for our inspection or by our appointed representative.

Section 8 is also 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.

### Claims Procedure

In the event of a claim under any section of this Insurance, then notice must be given as soon as possible but in any case within 21 days from the date of return to the Republic of Ireland, or in the event of a claim under Section 1, Cancellation, immediate notice must be given to the Claims Handlers as detailed in your Certificate of Insurance.

In the event of a serious medical emergency, you must contact the emergency medical assistance service stated on the Certificate of Insurance who will solely be responsible for all decisions on the most suitable, practical and reasonable solutions to any problem. **Do not attempt to find your own solution and then expect us to reimburse you without prior authorisation from the emergency medical assistance service.**

### Complaints Procedure

At QuickCover.ie 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:

1. In the first instance please write to:-The Complaints Manager, Suite 1, The Cube Offices, BSQ, Sandyford, Dublin18. D18 RF44.
2. Should you remain dissatisfied you are entitled to take your complaint to Lloyd's Ireland Representative Ltd, 7/8 Wilton Terrace Dublin 2 Phone No +353 1 6313600
3. If you are not satisfied with the results of our investigation, you have the right to refer your complaint to an independent authority for consideration. Your complaint should be referred to: Financial Services Ombudsman, Lincoln Place, Dublin 2

These arrangements for the handling of complaints are entirely without prejudice to your rights in Irish law and you are free at any stage to seek legal advice and take legal action.