

## PERSONAL ACCIDENT, ILLNESS AND BUSINESS TRAVEL INSURANCE

### TERMS & CONDITIONS

#### THE CONTRACT OF INSURANCE

This insurance has been arranged by **your** broker who will administer the policy on behalf of AXIS Specialty Europe SE.

This policy wording, the **Schedule** and any endorsements set out the conditions of this insurance between **you** and **us**. They should be read together to avoid any misunderstanding of the terms and conditions of this insurance and **you** should pay particular attention to the General Exclusions and General Conditions which apply to the whole policy.

This contract is written in English and all communications about it will be in English.

In return for the payment of the premium shown in the **Schedule**, **we** agree to provide indemnity, subject to the terms and conditions contained in (or endorsed on) **your** policy documents, in respect of the cover detailed within this policy wording for death, disability, damage, liability or loss which occurs during the period of insurance.

This insurance only covers the **insured events** which have a **sum insured** shown against them in the **Schedule**. Where an **insured event** has not been selected, the words 'Not Covered' are shown next to that **insured event**.

Please note that separate insurance is provided under this insurance for **bodily injury** caused by an **accident** and for **illness**.

Signed by Tryggingamiðlun Íslands ehf. All statements directed to the Insurer related to the Insurance contract should be sent by registered post or delivered with confirmation of receipt to the following address: Tryggingamiðlun Íslands ehf., Hlíðasmári 12, 201 Kópavogur, Iceland.

## INFORMATION YOU HAVE GIVEN US

In deciding to accept this insurance and in setting the terms and premium, **we** have relied on the information **you** have given **us**. **You** have a duty to inform **us** of every material circumstance that **you** know or ought to know, in a way that is reasonably clear and accessible to **us**. A matter is material if it would influence the judgement of a prudent insurer as to whether to accept the risk or the terms of the insurance (including premium).

For the purposes of 'every material circumstance' mentioned above, **you** are expected to know the following:

1. If **you** are an individual, what is known to the individual and anybody who is responsible for arranging **your** insurance.
2. If **you** are not an individual, what is known to anybody who is part of **your** senior management or anybody who is responsible for arranging **your** insurance.
3. Whether **you** are an individual or not, what should reasonably have been revealed by a reasonable search of information available to **you**. The information may be held within **your** organisation or by any third party (including, but not limited to, the broker, subsidiaries, affiliates or any other person who will be covered under the insurance). If **you** are insuring subsidiaries, affiliates or other parties, **we** expect that **you** will have included them in **your** enquiries, and that **you** will inform **us** if **you** have not done so. The reasonable search may be conducted by making enquiries or by any other means.

**You** also have a duty to answer any questions **we** have asked of **you** accurately and to ensure that any information provided by **you** is correct. If **we** establish that **you** breached **your** duty to make a fair presentation of the risk and this was deliberate or reckless, **we** may treat this contract as if it had never existed, refuse to pay all claims and need not return any of the premiums paid.

If **we** establish that **you** breached **your** duty to make a fair presentation of the risk and this was not deliberate or reckless:

- If **we** would not have entered into the contract at all, **we** will treat this contract as if it had never existed and refuse to pay all claims, but must return the premiums paid;
- If **we** would have entered into this contract but on different terms (other than terms relating to the premium), **we** will treat the contract as if it had been entered into on those different terms from the outset;
- If **we** would have entered into the contract but would have charged a higher premium, **we** may reduce the amount **we** pay for a claim (and if applicable, the amount already paid on prior claims) by the proportion of the underpaid premium. For example, if the premium would have been 25% higher based on the correct terms, a claim payment will be reduced by 25%;
- **We** may cancel **your** insurance in accordance with General Condition 6 of this policy wording.

## Notifying us of any changes or inaccuracies

If **you** become aware that information **you** have given **us** is inaccurate or has changed, **you** must inform **your** broker as soon as practicable.

When **we** are notified that information **you** previously provided is inaccurate, or of any changes to that information, **we** will tell **you** if this affects **your** insurance. For example **we** may amend the terms of **your** insurance or require **you** to pay more for **your** insurance, or cancel **your** insurance in accordance with General Condition 6 of this policy wording.

If **you** fail to notify **us** that information **you** have provided is inaccurate, or **you** fail to notify **us** of any changes, this insurance may become invalid and **we** may not pay **your** claim, or any payment could be reduced.

## CONTENTS

The contract of insurance

Information **you** have given **us**

Notifying **us** of any changes or inaccuracies

Travel advice

What to do in a serious medical or other emergency

General definitions

Operative times

Section A - Personal accident

Section B – **Illness**

Section C - Travel

**C1 - Medical, emergency travel and rescue expenses**

**C2 - Cancellation or curtailment, travel delay and replacement**

**C3 - Personal liability**

**C4 - Personal Property**

**C5 - Money**

**C6 - Legal expenses**

**C7 - Hijack**

**C8 - Political evacuation**

General exclusions

General conditions

Legal and regulatory information

Claims procedure

Complaints procedure

Cyber Risks Endorsement

## TRAVEL ADVICE

### European Health Insurance Card (EHIC)

Individuals who are normally resident of the Republic of Ireland are entitled to a European Health Insurance Card (EHIC).

The EHIC can be used to cover any necessary medical treatment due to either an **accident** or **illness** within the European Economic Area (EEA).

Although the EHIC may not cover all medical costs incurred, **we** would strongly recommend that individuals obtain the EHIC card and take it with them whenever they are travelling in the EEA.

Further details can be obtained from the Health Service Executive at [www.hse.ie](http://www.hse.ie)

### Department of Foreign Affairs and Trade (DFA) travel advice

Prior to any foreign travel, **we** would suggest that an individual checks the FDFA website at [www.dfa.ie/travel/travel-advice/](http://www.dfa.ie/travel/travel-advice/)

The site is packed with essential travel advice and tips, plus up-to-date information about the country being visited.

### United States of America – ‘Patient Protection and Affordable Care Act’

This insurance is not subject to, and does not provide certain insurance benefits required by, the Patient Protection and Affordable Care Act (PPACA).

This insurance does not provide (nor does it intend to provide) the minimum essential coverage under the PPACA and benefits will not be provided in excess of those specified in the policy.

This insurance is not subject to guaranteed issuance or renewal other than as specified in the policy.

The PPACA requires certain residents of the United States to obtain PPACA compliant health insurance. In some circumstances penalties may be imposed on persons who do not maintain compliant cover.

**You** or an **insured person** should consult an attorney or tax professional to determine whether the PPACA requirements are applicable.

## WHAT TO DO IN A SERIOUS MEDICAL OR OTHER EMERGENCY - WHERE COVER IS SHOWN IN THE SCHEDULE

Please contact the Claims Emergency Assistance Company below:

Northcott Global Solutions Ltd

Telephone Number: +44 (0) 20 7183 8910

Back-up Operations Mobile: +44 (0) 7785 627433

E-mail: ops@northcottglobalsolutions.com.

Not making contact or not following instructions could affect a claim. The emergency assistance company must agree beforehand any **emergency travel expenses** involving air travel.

What to do in the case of a medical emergency

**You** or the **insured person** must do this immediately in the case of a serious medical emergency abroad where **you** or they will need to stay in **hospital**, have **hospital** treatment or change travel arrangements. If **you** or the **insured person** cannot contact them immediately, **you** or they must do so as soon as possible.

When calling for help, please provide the following information:

- the **insured person's** name and the address they are staying at;
- the phone number that **you** or the **insured person** is calling from;
- the name and phone number of the doctor and **hospital** treating the **insured person**;
- the policy number (shown on the **Schedule**) and **your** name; and
- the nature of the emergency.

On **your** behalf, the emergency assistance company will do one or all of the following as necessary:

- deal with the doctors and **hospitals**;
- arrange for the **insured person** to be referred to specialists;
- arrange for the **insured person** to go into **hospital**;
- provide medical advice;
- guarantee medical charges;
- keep relatives at home informed;
- organise an emergency return to Ireland, with a medical escort if necessary; and
- provide special equipment if necessary and available locally.

If cover cannot be confirmed at the start of a medical emergency, it is agreed that **you** will guarantee payment until such time as **we** have confirmed cover.

#### What to do in the case of **political evacuation** or **political instability**

**You** or the **insured person** must do this immediately in the case of **political evacuation** or **political instability** abroad. If **you** or the **insured person** cannot contact them immediately, **you** or they must do so as soon as possible.

When calling for help, please provide the following information:

- the **insured person's** name and the address they are staying at;
- the phone number that **you** or the **insured person** is calling from;
- the policy number (shown on the **Schedule**) and **your** name; and
- the details surrounding the evacuation or instability.

## GENERAL DEFINITIONS

Wherever the following words appear in bold throughout this insurance, they will have the meanings shown below.

### **Accident**

A sudden, unexpected, unusual, specific, external event which occurs at an identifiable time and place during the period of insurance, including exposure resulting from an **accident** involving transportation in which an **insured person** is travelling.

### **Advisory**

The formal recommendation of an appropriate authority that an **insured person** leaves the **host country**.

### **Annual salary**

The total gross salary (including dividends) that **you** pay the **insured person** each year (not including payments for overtime, commission or bonuses) at the date the **accident** happens or the first date of absence due to **illness**.

If **you** pay the **insured person** weekly, **we** will work out the **annual salary** by taking the **insured person's** average **gross weekly wage** (not including payments for overtime, commission or bonuses) for the 13 weeks before the first date they are off work due to the **accident** or **illness**, and multiplying this amount by 52.

### **Any one person limit**

This is the most **we** will pay under items 1 to 6 of Section A – Personal **accident** or items 1 to 3 of Section B – **illness** on the **Schedule** for any one **insured person** for any one **accident**. If a **sum insured** is higher than the **any one person limit**, **we** will only pay the amount shown under the **any one person limit**.

### **Appropriate authorities**

Any legally empowered regulatory, governmental or local authority of the Republic of Ireland.

### **Bodily injury**

Physical injury (including **illness** directly resulting from that physical injury) caused by an **accident** which results in an **insured person's** death or disability within 24 months of the date of that **accident**.

### **Business trip**

Any trip taken to carry out business on **your** behalf which begins during the **period of insurance** and is scheduled to last no more than 12 months. This includes non-business activities in connection with, or a result of, a **business trip**.

### **Child or children**

Any person who is not married and is under the age of 18 (or 23 if in full time education) who lives with an **insured person** and is travelling with them.

### **Country of residence**

The country in which an **insured person** normally resides.

### Deferment period

The initial period of temporary disability during which **we** will not pay the benefit under items 5 or 6 of Section A – Personal **accident** or item 3 of Section B – **Illness** on the **Schedule**. The **deferment period** is shown in the **Schedule**.

### Director

Any executive **director** under a contract of service with **you**.

### Emergency travel expenses

The extra transport and accommodation expenses for an **insured person** and up to two people who need to travel to, stay with or escort an ill or injured **insured person**.

### Employee

Any person under a contract of service or apprenticeship with **you**.

### Evacuation and Repatriation Costs

Costs incurred by **you** or an **insured person** for emergency evacuation in the 10 days immediately after an **insured event** to the nearest place of safety or for repatriation to the Republic of Ireland.

### Expenses

The cost of accommodation, transportation, food and any other necessary **expenses** for a maximum of 30 days until such time that an **insured person** can be repatriated to the Republic of Ireland.

### Funeral expenses

The necessary costs of a traditional burial or cremation. This does not include the costs of elective grave, mausoleum, or associated costing/charges.

### Gross weekly wage

For an **insured person** that **you** pay weekly, this means the average weekly wage (not including payments for overtime, commission or bonuses) before income tax and Pay Related Social Insurance (PRSI) for the 13 weeks immediately prior to the first date that they are off work due to the **accident** or **illness**. For other **employees**, **we** will work this out by dividing the **insured person's annual salary** by 52.

### Hijack

The illegally seizing, or wrongfully taking control of, an aircraft, ship, train or vehicle in which an **insured person** is travelling.

### Hospital

An establishment licensed for caring for and treating inpatients who are sick and injured, but not one that is primarily a clinic, nursing home, rest or convalescent home, and not a place to treat alcoholism or drug addiction.

### Hospitalisation

Staying in a **hospital** overnight as an inpatient when this is considered to be necessary by a legally qualified **medical practitioner**.



### Host country

The country in which an **insured person** is located.

### Illness

Sickness or disease, the symptoms of which first appear during the **period of insurance**, which solely and independently of any other cause result in total disablement within 12 consecutive months of the symptoms first appearing.

### Insured event

Any occurrence described under the **political evacuation** or **political instability** definitions.

### Insured person

Any person up to age of 75 who is shown or described (for example, as '**director**') on the **Schedule** as being an **insured person**. Cover applies until the end of the **period of insurance** in which the **insured person** reaches the age of 75.

### Insured trip

Any **business trip** or **non-business trip** for which an **insured person** is covered (as shown in the **Schedule**) by the operative times against that **insured person's** name.

### Legal expenses

- a) Any necessary fees, expenses and other amounts which a **legal representative** pays or agrees to pay in connection with any claim or legal proceedings. This includes costs and **expenses** of expert witnesses as well as those **we** have to pay in connection with any claim or legal proceedings.
- b) Any costs an **insured person** has to pay following any court or tribunal awarding costs and any costs they have to pay following an out of court settlement made in connection with any claim or legal proceedings.
- c) Any necessary fees, expenses and other amounts the **legal representative** has to pay or agrees to pay in appealing, or resisting an appeal, against the judgement of a court tribunal or arbitrator.

### Legal representative

A solicitor, firm of solicitors or any appropriately qualified person, firm or company, appointed to act for an **insured person** in line with the terms of this insurance.

### Loss of a limb

The permanent physical loss of:

- a hand at or above the wrist;
- a foot at or above the ankle; or
- the permanent and total loss of use of a hand, arm, foot or leg.

### Loss of sight

Where this applies to Section A – Personal accident

The permanent and total **loss of sight** which **we** consider as having happened:

- in both eyes if an **insured person's** name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist; or
- in one eye if, after correction, the degree of sight an **insured person** has left in that eye is 3/60 or less on the Snellen Scale (meaning they can see at three feet what they should be able to see at 60 feet).

Where this applies to Section B – Illness

The permanent and total **loss of sight** which **we** will consider as having happened in both eyes if an **insured person's** name is added to the Register of Blind Persons on the authority of a fully qualified ophthalmic specialist.

### Medical expenses

Where this applies to Section A – Personal accident or Section B – Illness

Medical, surgical or other treatment given or prescribed by a **medical practitioner**, and all **hospital**, nursing home and ambulance charges connected with a valid claim under items 5 or 6 of Section A or item 3 of Section B on the **Schedule**.

Where this applies to Section C1 – Medical, emergency travel and **rescue expenses**

The amount **you** have to pay outside an **insured person's country of residence** for medical, surgical or other treatment given or prescribed by a **medical practitioner**, and all **hospital**, nursing home and ambulance charges.

### Medical practitioner

Any suitably qualified medical person other than:

- an **insured person**;
- a member of an **insured person's** immediate family; or
- any person under a contract of employment, service or apprenticeship with **you**.

### Money

Coins, bank or currency notes, banker's drafts, bills of exchange, credit notes, luncheon vouchers, credit cards, debit cards or charge cards, phone cards, postal or **money** orders, traveller's cheques, petrol or other coupons with a financial value, or credit vouchers which belong to, or are in the custody and control of, an **insured person** and are intended for travel, meals, accommodation and personal spending only.

### Non-business trip

A trip that is not a **business trip** which begins during the **period of insurance** and which is scheduled to last no more than 12 months.

### Partner

An **insured person's** husband, wife or civil partner, or a person they are living with as if they were married to them or had a civil partnership with them and who **you** agree to cover under this contract of insurance.

### Period of insurance

The **period of insurance** specified in the **Schedule**, or until cancelled.

### **Permanent Total Disability**

If the **insured person** is a **director** or an **employee** who is under the age of 65

Disability which entirely prevents the **insured person** from carrying out all parts of their usual business or occupation for **you** for at least 52 consecutive weeks and shows no signs of ever improving.

If the **insured person** is not a **director** or is an **employee** over the age of 65

Disability which entirely prevents the **insured person** from working in any business or occupation which they are practically suited to by training, education or experience and which, after a period of 52 weeks from the date of disability, shows no signs of ever improving.

### **Personal property**

Property owned by, or in the custody or control of, an **insured person**.

### **Political evacuation**

An **insured person** being expelled or declared persona non-grata (a foreign person whose entering or remaining in a particular country is prohibited by that country's government) on the written authority of the recognised government of the **host country** or the wholesale seizure, confiscation or expropriation (expropriation occurs when a public agency takes private property for a purpose considered to be in the public interest) of **your** property, plant or equipment.

### **Political instability**

Political or military events involving the **host country** which result in the **appropriate authorities** issuing an **advisory** ordering the departure of all Irish governmental personnel in non-emergency positions and their dependents from the **host country** or **you** receiving direct instructions or a recommendation to evacuate from the **appropriate authorities**.

All such related/connected incidents will be considered a single event and all losses arising will be considered to be a single loss.

All acts or events having a common cause (including continuous or repeated exposure to conditions) or carried out by any person, group or collaborating groups will be treated as related/connected incidents.

### **Pre-existing condition**

Any condition, whether diagnosed or not, for which **you** or an **insured person** has sought advice, diagnosis, treatment or counselling during the 5 years prior to the start date of the current **period of insurance**, or which **you** or they were aware of or should have been aware of at the start date of the current **period of insurance**.

### **Rescue expenses**

The cost of transporting an **insured person**, by any suitable method, to an appropriate medical facility or to their home in the Republic of Ireland (or their **country of residence**). **Our** appointed medical advisor and the local **medical practitioner** must recommend this action.

### **Schedule**

The document showing **your** name, the **insured persons**, the sums insured, the **period of insurance** and the sections of this insurance which apply.

**Sum insured**

The most **we** will pay in the event of a claim, as shown in the **Schedule**.

**Temporary Partial Disability**

A disability which prevents the **insured person** from carrying out a major part of their usual business or occupation for **you**.

**Temporary Total Disability**

A disability which totally prevents the **insured person** from carrying out all parts of their business or occupation for **you**.

**Valuables**

Jewellery, items made of precious metals or stones, furs, watches, binoculars, telescopes, photographic, audio, electronic and electrical equipment of any kind (including CDs, DVDs and other transportable media such as MP3 players, USB sticks, memory cards, computer and laptop equipment), telecommunications and video equipment.

**We, us, our**

AXIS Specialty Europe SE

**Winter Sports**

Dry slope skiing, ice skating, ski blading, skiing, mono-skiing, snowboarding and skiing off-piste with a local guide or another adult who is insured to ski off-piste in areas that resort management consider to be safe.

**You, your**

The person or company named as 'the Insured' in the **Schedule**.

## OPERATIVE TIMES

An **insured person** is only covered at the operative times shown by the code next to their name or description on the **Schedule**. An explanation of these codes is shown below.

### Section A – Personal accident

#### OA1 24 hours

- At any time during the **period of insurance**.

#### OA2 Occupational

- While an **insured person** is carrying out their duties for **you**.
- At any time while an **insured person** is on **your** premises.
- While an **insured person** is travelling, at **your** expense, directly between places of work.

#### OA3 Occupational and commuting

- While an **insured person** is carrying out their duties for **you**.
- At any time while an **insured person** is on **your** premises.
- While an **insured person** is travelling directly between their home and place of work.
- While an **insured person** is travelling, at **your** expense, directly between places of work.

#### OA4 Business travel outside of the Republic of Ireland

- While on a **business trip** outside the Republic of Ireland, cover starts from the time the **insured person** leaves their home or their place of work in the Republic of Ireland, whichever is later, and ends when they return to their home or place of work in the Republic of Ireland, whichever is sooner.

#### OA5 Business travel outside the **country of residence**

- While on a **business trip** outside an **insured person's country of residence**, cover starts from the time the **insured person** leaves their home or place of work, whichever is later, and ends when they return to their home or place of work, whichever is sooner.

#### OA6 All travel outside of the Republic of Ireland

- While on a **business trip** or **non-business trip** outside of the Republic of Ireland, cover starts from the time the **insured person** leaves their home or place of work in the Republic of Ireland, whichever is later, and ends when they return to their home or place of work in the Republic of Ireland, whichever is sooner.

#### OA7 All travel outside the **country of residence**

- While on a **business trip** or **non-business trip** outside an **insured person's country of residence**, cover starts from the time the **insured person** leaves their home or place of work, whichever is later, and ends when they return to their home or place of work, whichever is sooner.

#### OA8 Business travel in the Republic of Ireland

- While on a **business trip** in the Republic of Ireland that involves an overnight stay or a flight, cover starts from the time the **insured person** leaves their home or place of work, whichever is later, and ends when they return to their home or place of work, whichever is sooner.

OA9 Business travel in the **country of residence**

- While on a **business trip** in the **country of residence** that involves an overnight stay or a flight, cover starts from the time the **insured person** leaves their home or place of work, whichever is later, and ends when they return to their home or place of work, whichever is sooner.

OA10 Driving or riding as a passenger

- While driving or riding as a passenger in any vehicle owned, leased or hired by **you**, including while getting into or out of a vehicle, loading and unloading a vehicle, and while carrying out emergency roadside repairs.

Section B – Illness

OB1 24 hours

- At any time during the **period of insurance**.

Section C – Travel

OC1 Business travel outside of the Republic of Ireland

- While on a **business trip** outside of the Republic of Ireland, cover starts from the time the **insured person** leaves their home or their place of work in the Republic of Ireland, whichever is later, cover ends from the time they return to their home or place of work in the Republic of Ireland, whichever is sooner.

OC2 Business travel outside the **country of residence**

- While on a **business trip** outside an **insured person's country of residence**, cover starts from the time the **insured person** leaves their home or place of work, whichever is later, and ends when they return to their home or place of work, whichever is sooner.

OC3 All travel outside of the Republic of Ireland

- While on a **business trip** or **non-business trip** outside of the Republic of Ireland, cover starts from the time the **insured person** leaves their home or place of work in the Republic of Ireland, whichever is later, and ends when they return to their home or place of work in the Republic of Ireland, whichever is sooner.

OC4 All travel outside the **country of residence**

- While on a **business trip** or **non-business trip** outside an **insured person's country of residence**, cover starts from the time the **insured person** leaves their home or place of work, whichever is later, and ends when they return to their home or place of work, whichever is sooner.

OC5 Business travel in the Republic of Ireland

- While on a **business trip** in the Republic of Ireland that involves an overnight stay or a flight, cover starts from the time the **insured person** leaves their home or place of work, whichever is later, and ends when they return to their home or place of work, whichever is sooner.

OC6 Business travel in the **country of residence**

- While on a **business trip** in the **country of residence** that involves an overnight stay or a flight, cover starts from the time the **insured person** leaves their home or place of work, whichever is later, and ends when they return to their home or place of work, whichever is sooner.

## SECTION A - PERSONAL ACCIDENT

### Cover

The following cover applies only if the **Schedule** shows that it is included.

This section only covers claims which fall within the definition of **bodily injury** and does not cover any claim caused or contributed to by **illness** which does not fall within the definition of **bodily injury**.

If, during the operative time, an **insured person** suffers a **bodily injury**, **we** will pay **you** or, in the case of **medical expenses**, the **insured person**, up to the **sum insured** shown in the **Schedule** in relation to the relevant **insured event**.

In addition, **we** will pay up to 30% of any amount **you** or the **insured person** has paid in respect of **medical expenses** connected with a valid claim under items 5 or 6 of Section A on the **Schedule**, up to a maximum limit of €10,000 per each **insured person**.

### Coma Benefit

If, during the operative time, an **insured person** suffers a **bodily injury** which results in them being continuously unconscious, **we** will pay **you** €250 a week for each full week they are unconscious. **We** will do this for up to 52 weeks from the date the **insured person** first became unconscious.

### Funeral Expenses

If **we** pay a death claim on behalf of an **insured person**, **we** will pay up to €5,000 for **funeral expenses**.

### Hospitalisation Benefit

**We** will pay €50 for each full 24 hours of **hospitalisation** after the first 3 days if, during the operative time, an **insured person** suffers a **bodily injury** for which they need inpatient **hospital** treatment in the Republic of Ireland. The most **we** will pay is up to €1,500 in total.

### Retraining Benefit

If **we** pay a claim on behalf of an **insured person** for **permanent total disability**, **we** will also pay **you** the necessary **expenses you** have to pay to retrain that **insured person** for another job. **We** will pay up to €5,000.

### Exclusions applicable to Section A

(Please note the General Exclusions also apply to this section)

1. **We** will not cover any claim resulting from:
  - flying, other than as a passenger;
  - any sickness or disease not resulting from an accidental **bodily injury**;
  - **winter sports**, unless **we** have agreed otherwise;
  - any naturally occurring condition or process; or
  - any gradual cause.
2. **We** will not pay any claim for items 5 or 6 of Section A on the **Schedule** for more than 104 weeks from the date of the **accident**, less the **deferment period**.

3. **We** will not pay any benefit to an **insured person** after the end of the **period of insurance** in which they become 75.
4. **We** will not pay any of the benefits 2 to 4 of Section A if an **insured person** dies within 13 weeks of sustaining **bodily injury** and item 1 of Section A is not covered.
5. **We** will not pay more than the death benefit if an **insured person** dies within 13 weeks of sustaining **bodily injury**.
6. **We** will not pay more than the **any one person limit** under items 1 to 6 of Section A – Personal accident. If a **sum insured** is higher than the **any one person limit**, **we** will only pay the amount shown under the **any one person limit**.

#### **Conditions applicable to Section A**

1. For any one **insured person**, **we** will not pay a claim under more than one of items 1 to 4 of Section A on the **Schedule** for any one **accident**. If **we** have made any payment for weekly benefit under items 5 or 6 of Section A on the **Schedule**, **we** will take this amount from any amount **we** later pay for items 1 to 4 under Section A.
2. **We** will not pay more than €7,500 under item 1 of Section A for an **insured person** who is a child, unless they are between 16 and 18 years of age at the time of the **bodily injury** and are a **director** or **employee** for **you**.
3. If the consequences of an **accident** are more serious because of any physical disability or condition an **insured person** had before the **accident** happened, the amount **we** will pay will be the amount an independent medical expert would reasonably consider to have paid if those consequences had not been so serious.
4. If an **insured person** is covered under item 1 of Section A, **we** will pay a claim in the event of their disappearance. **We** will only provide this benefit if:
  - their body is not found within twelve months of their disappearance and satisfactory sufficient evidence is produced, that leads **us** inevitably to the conclusion that the **insured person** has sustained **bodily injury** and that such injury has caused their death; and
  - the person or persons to whom such sum is paid must sign an undertaking to refund such sum to **us** if the **insured person** is subsequently found to be alive.



## SECTION B - ILLNESS

The following cover applies only if the **Schedule** shows that it is included.

### Cover

This section only cover claims which fall within the definition of **illness** and does not cover any claim caused or contributed to by **bodily injury**.

If an **insured person** suffers **loss of sight, permanent total disability** by paralysis only or **temporary total disability** as a result of an **illness** which first happens during the operative time, **we** will pay **you** or, in the case of **medical expenses**, the **insured person**, up to the **sum insured** shown on the **Schedule**. For a valid claim under **temporary total disability**, **we** will work out the benefit from the first date the **insured person** was not able to work due to the **illness**.

In addition, **we** will pay up to 30% of any amount that **you** or an **insured person** has paid in respect of **medical expenses** connected with a valid claim under item 3 of Section B on the **Schedule**. **We** will not pay more than €10,000 for each **insured person**.

### Exclusions applicable to Section B

(Please note the General Exclusions also apply to this section)

**We** will not pay for the following.

1. Any **loss of sight** or **permanent total disability** if the **insured person** dies within 52 weeks of the **illness**.
2. The **deferment period** of a claim for any **insured person's temporary total disability**.
3. Any claim for **temporary total disability** for more than 52 weeks from the date an **insured person** was first unable to work because of the **illness**, less the **deferment period**.
4. More than one of items 1 to 3 under Section B on the **schedule**.
5. Any **loss of sight, permanent total disability** or **temporary total disability** resulting from the following:
  - sexually transmitted diseases or Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex (ARC) or Human Immuno-deficiency Virus (HIV), however these have been acquired or may be named;
  - any psychiatric, mental or nervous disorder, including stress or depression;
  - any surgery or treatment that is not medically necessary, cosmetic surgery, the reversal of cosmetic surgery or any corrective treatment as a result of previous cosmetic surgery necessary;
  - any **pre-existing condition**.
6. **We** will not pay more than the **any one person limit** under items 1 to 3 of Section B – Illness. If a **sum insured** is higher than the **any one person limit**, **we** will only pay the amount shown under the **any one person limit**.

### Conditions applicable to Section B

If **we** have made any weekly benefit payment under item 3 of Section B on the **Schedule**, **we** will deduct this amount from any amount **we** later pay for items 1 or 2 under Section B on the **Schedule**.

## SECTION C - TRAVEL

The following cover applies only if the **Schedule** shows that it is included.

### Section C1 – Medical, emergency travel and rescue expenses

#### Cover

If an **insured person** suffers a **bodily injury** or **illness** during the operative time, **we** will pay **you** or the **insured person** for the **medical expenses**, **emergency travel expenses** and **rescue expenses** necessarily charged as a direct result of this. **We** will pay these **expenses** for up to two years from the date of the **bodily injury** or **illness**, up to the **sum insured** shown on the **Schedule**.

If the **insured person** dies, **we** will pay the costs of transporting their body or ashes and their personal belongings back to the Republic of Ireland (or their **country of residence**). Alternatively, **we** will pay the necessary **expenses**, up to €5,000, for a funeral abroad.

**We** will pay up to €2,500 for dental expenses if they result from an emergency or **bodily injury**. **We** will only pay for natural teeth and up to €250 for each tooth.

#### Exclusions applicable to Section C1

(Please note the General Exclusions also apply to this section)

**We** will not cover any claim resulting from the following.

1. An **insured person** travelling against the advice of a **medical practitioner** for the purpose of getting medical treatment or advice abroad, or after a terminal prognosis has been given (that is, the **insured person** has been told they have a terminal condition which they will not recover from).
2. An **insured person** being refused travel (or having travelled) against a carrier's policy on carrying passengers, or contrary to the health and safety restrictions of a carrier or any other publicly licensed sea vessel, train or coach or their handling agents.
3. Any surgery or treatment that is not medically necessary, cosmetic surgery, the reversal of cosmetic surgery or any corrective treatment as a result of previous cosmetic surgery.
4. **Winter sports**, unless **we** have agreed otherwise.
5. Any **expenses** incurred more than 24 months after the commencement of a trip or after the return of the **insured person** to the Republic of Ireland (or their **country of residence**).
6. Any loss that is also covered by any other valid and collectable insurance, of which **you** or an **insured person** are the policyholder.
7. An **insured person** who resides in or pays income tax in the United States of America who does not maintain a Patient Protection and Affordable Care Act compliant healthcare policy in the United States of America.

## Section C2 – Cancellation or curtailment, travel delay and replacement

### Cover

**We** will pay **you** or an **insured person** up to the **sum insured** shown on the **Schedule** if an insured trip within the operative time has to be cancelled, curtailed or rearranged as a direct result of any cause outside **your** or an **insured person's** control.

If the insured trip has to be cancelled before the **insured person** leaves, **we** will pay for all deposits and payments already made for transport and accommodation costs that cannot be recovered.

If the insured trip has to be curtailed after it has started, **we** will pay for unused transport and accommodation costs and other **expenses** which:

- have been paid or will have to be paid; or
- cannot be recovered from elsewhere.

When pre-booked travel arrangements in connection with an insured trip have to be altered after the **insured person** leaves, **we** will pay **you** or them for the extra costs of travel and accommodation which cannot be recovered. These costs must be necessary to allow the **insured person** to continue the insured trip or return to their **country of residence**.

If a **director** or **employee** resigns or their employment ends more than 31 days before a pre-booked insured trip within the period of insurance, **we** will pay **you** all deposits and any transport and accommodation costs **you** have had to pay as a result. However, **we** will not pay for any **expenses you** can recover from elsewhere.

### Travel Delay

If the ship, aircraft or train which an **insured person** is booked to travel on to get to their planned destination is delayed because of a strike, industrial action, poor weather conditions or mechanical breakdown, **we** will pay €30 for every hour, after the first six hours, that the **insured person** is delayed. The most **we** will pay is €300.

### Replacement

**We** will pay **you** up to the **sum insured** shown on the **Schedule** if an **insured person** has to return home before an insured trip is scheduled to finish as a direct result of any cause outside **your** or an **insured person's** control.

**We** will pay the necessary extra travel and accommodation costs to return the **insured person** to their **country of residence**). **We** will also pay the extra costs of travel and accommodation which are necessary as a direct result of sending a replacement member of staff to take over the **insured person's** duties. However, **we** will not pay any amount which **you** can recover from elsewhere.

## Exclusions applicable to Section C2

(Please note the General Exclusions also apply to this section)

**We** will not cover any claim for cancellation or curtailment, or for a replacement trip, resulting from the following.

1. If **you** or an **insured person** decide not to travel or decide not to continue an insured trip within the operative time.
2. An **insured person** being refused travel (or having travelled) against a carrier's policy on carrying passengers, or contrary to the health and safety restrictions of a carrier or any other publicly licensed sea vessel, train or coach or their handling agents.
3. If **you** make an **insured person** redundant or end their contract of employment within 31 days of a pre-booked insured trip during the operative time.
4. If **you** make an **insured person** redundant or end their employment once an insured trip within the operative time has started.
5. If any company (or their agent) acting for **you** or an **insured person** fails to provide transport or accommodation.
6. Any regulations made by a public authority or government.
7. A strike, labour dispute, mechanical breakdown or failure of transport (other than disruption of road and rail services by avalanche, snow or flood), unless the departure of a ship, aircraft or train the **insured person** is booked to travel on is delayed by at least 24 hours. However, **we** will not provide any cover if the delay is due to a strike or industrial action which existed, or the possibility of which existed, and which advance warning had been given for before the date the insured trip was booked.
8. Any **expenses** arising if an insured trip within the operative time was, or was due to be, taken against the advice of a **medical practitioner** or for the purpose of getting medical advice or treatment abroad.
9. Any claim for cancellation if a ship, aircraft or train is delayed and an **insured person** fails to check in according to the itinerary supplied, unless the failure was due to strike or industrial action
10. Any loss that is also covered by any other valid and collectable insurance, of which **you** or an **insured person** is the policyholder.

## Section C3 – Personal liability

### Cover

We will pay up to the **sum insured** on the **Schedule** for any one event or series of events leading to **you** or an **insured person** becoming legally liable to pay claims for **bodily injury** to a person, or loss of or damage to property, which happens during the operative time.

### Exclusions applicable to Section C3

(Please note the General Exclusions also apply to this section)

We will not cover any claim resulting from the following:

1. **Bodily injury** to any person who is under a contract of employment, service or apprenticeship with **you** or an **insured person** if the injury results from that contract with **you** or an **insured person**.
2. **Bodily injury** to any member of an **insured person's** family or anyone who lives with them.
3. Liability arising in any way in connection with the use of any mechanically propelled vehicle, aircraft (including drones) or watercraft.
4. Liability arising in connection with an animal belonging to, or being in the care, custody or control of, an **insured person**.
5. Liability arising in connection with **you** or an **insured person**:
  - owning, possessing or occupying land, buildings, property or caravans which cannot be moved, other than living in them temporarily;
  - committing any deliberate, malicious or unlawful act;
  - carrying on any trade, business or profession; or
  - being involved in any racing activity.
6. Accidental loss of or damage to property belonging to, held in trust by, or in the custody or control of **you** or an **insured person**, any of **your** or their **employees** or any member of their family or household.
7. Liability which **you** or an **insured person** has under any contract, unless **you** or the **insured person** would have had that liability anyway.
8. Liability which payment should be claimed for under a more specific contract of insurance in **your** or an **insured person's** name.
9. An **insured person** having a mental disorder or form of dementia.
10. Sexually transmitted diseases or Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex (ARC) or Human Immuno-deficiency Virus (HIV), however these have been acquired or may be named.
11. Any loss that is also covered by any other valid and collectable insurance, of which **you** or an **insured person** is the policyholder.

### Conditions applicable to Section C3

1. **You** must, without delay and in any event within 3 days of receipt, send **us** every communication about a claim against **you** or an **insured person** (including any writ, summons or claim form) without answering it first. If legal proceedings are under way, **you** must tell **us** without delay and take all reasonable steps to reduce the costs of

these proceedings as far as possible. **You** must not admit any liability, or make, arrange, offer or promise any payment without **our** written permission.

## Section C4 – Personal property

### Cover

If an **insured person** loses, has stolen or damages **personal property** during the operative time, **we** will pay **you** or the **insured person** the cost of replacing or repairing that property. **We** will pay up to the **sum insured** shown on the **Schedule**.

If the **insured person's personal property** is temporarily lost for more than four hours, **we** will pay up to €1,000 towards the cost of buying essential and necessary replacement items. If the **personal property** which has been temporarily lost becomes permanently lost and this results in a claim, **we** will take the amount **we** have already paid for the temporary loss from the payment for permanent loss.

### Travel Documents

If, during the operative time, an **insured person** loses or damages their passport, animal passport, visa, travel tickets or other essential travel documents, **we** will pay **you** or them the necessary costs of replacing them. **We** will pay up to €1,000.

### Exclusions applicable to Section C4

(Please note the General Exclusions also apply to this section)

**We** will not cover any claim resulting from the following:

1. Any item, article or set valued at more than €1,000, unless **we** specifically agree beforehand.
2. Loss due to chipping, scratching or breakage of glass, china or other fragile articles, unless due to fire, theft or **accident** to the vehicle they were being transported in.
3. Loss or damage caused by:
  - moth, vermin, wear and tear, weather or gradual deterioration;
  - mechanical or electrical failure or breakdown; or
  - any process of cleaning, dyeing, restoring, repairing or alteration.
4. A loss not reported to the police or appropriate authority as soon as possible.
5. Any loss or damage while the property is in the custody of a carrier if **you** do not report it to the carrier as soon as possible and get a report.
6. Any loss or damage to **valuables** while in the custody of a carrier and outside the control of the **insured person**.
7. Loss or damage caused by customs or other officials delaying, detaining or confiscating the property.
8. Loss of or damage to vehicles, their accessories or spare parts.
9. Loss of or damage to **personal property** sent as freight or under an 'airway bill' or 'bill of lading'.
10. Loss of **money**, bonds and securities of any kind.
11. Any loss or damage that is also covered by any other valid and collectable insurance, of which **you** or an **insured person** is the policyholder.

## Section C5 – Money

### Cover

**We** will pay **you** or an **insured person** for the loss or theft of **money** or travel tickets, or financial loss which **you** or they suffer as the result of fraudulent use of credit cards, debit cards or charge cards during the operative time. **We** will pay up to the **sum insured** shown on the **Schedule**.

**We** will cover foreign currency and traveller's cheques bought for an insured trip within the operative time. The cover for these items will also apply from the time they are collected or 120 hours before departing on the insured trip, whichever is later, and up to 120 hours after the insured trip ends or they are paid into an account or cashed, whichever is sooner.

### Exclusions applicable to Section C5

(Please note the General Exclusions also apply to this section)

**We** will not cover any claim resulting from the following:

1. Any loss of cash worth more than €1,000.
2. Loss or theft of a credit card, charge card or cash card unless **you**, or an **insured person**, have kept to all the terms and conditions for the card.
3. Any loss due to mistakes, neglect or loss of value.
4. Any loss due to customs or other officials detaining or confiscating the **money**.
5. Any loss not reported to the police or appropriate authority.
6. Any loss of cash while left unattended, unless it was in a locked hotel room, apartment or holiday home, safe or safety deposit box, and there is evidence of a forced entry.
7. Any loss of **money** while in the custody of a carrier.
8. Any loss or damage that is also covered by any other valid and collectable insurance, of which **you** or an **insured person** is the policyholder.



## Section C6 – Legal expenses

### Cover

**We** will pay **you**, on behalf of the **insured person**, up to the **sum insured** on the **Schedule** for **legal expenses** incurred on their behalf in making a claim for damages against someone else who has caused their **bodily injury** or **illness**, during the operative time, outside of the Republic of Ireland.

### Exclusions applicable to Section C6

(Please note the General Exclusions also apply to this section)

**We** will not cover any claim resulting from the following:

1. Any **legal expenses** incurred without **our** written permission, which **we** will not withhold unless **we** have good reason to.
2. Any **legal expenses** for action against **you**, **us** or **our** agents, travel agents, tour operators, or an **insured person's** family.
3. Any **legal expenses** that are also covered by any other valid and collectable insurance, of which **you** are the policyholder.

### Conditions applicable to Section C6

**We** can appoint a **legal representative** to act on **your** or an **insured person's** behalf, however, **you** or an **insured person** are free to choose a legal representative if **you/they** wish. **We** will have direct access to the **legal representative** at all times.

Where **you** or an **insured person** wish to exercise **your/their** right to choose, **you/they** must contact **us**, via **your** broker, with **your/their** preferred representative's contact details. If **you** or an **insured person** do choose **your/their** own **legal representative**, the amount payable for their services will be on the basis of **our** standard terms of appointment for legal representation or other terms of appointment to which **we** agree, **our** agreement not to be unreasonably withheld.

If **you** or an **insured person** dismisses the **legal representative** without good reason, or withdraws from the claim without **our** written agreement or if the **legal representative** refuses with good reason to continue acting for **you** or an **insured person**, cover will end with immediate effect.

**We** may withdraw this cover at any stage and from then on **we** will not pay for any further expenses

## Section C7 – Hijack

### Cover

**We** will pay €250 for each complete day that an **insured person** is forcibly or illegally held as the result of a **hijack** which starts during the period of insurance. **We** will pay up to €25,000.

### Exclusions applicable to Section C7

(Please note the General Exclusions also apply to this section)

**We** will not cover any claim resulting from the following:

1. Paying a ransom.
2. An **insured person** committing any act(s) which would be considered an offence under Irish law.
3. Any loss that is also covered by any other valid and collectable insurance, of which **you** are the policyholder.

## Section C8 – Political evacuation

### Cover

**We** will pay up to the **sum insured** on the **Schedule** for **evacuation and repatriation costs** due to **political evacuation** or **political instability**.

**Evacuation and repatriation costs** will be paid only once for each (affected) **insured person** for each **insured event**.

The maximum **we** will pay under this section is €50,000 for any one evacuation and €50,000 in total during the **period of insurance** for **evacuation and repatriation costs**. **We** will also pay each (affected) **insured person** €100 per day for a maximum of 30 days in respect of **expenses** incurred as a result of any one evacuation.

### Exclusions applicable to Section C8

(Please note the General Exclusions also apply to this section)

**We** will not cover any claim resulting from the following:

1. An alleged violation of the laws of the **host country** by **you** or an **insured person**.
2. The failure of **you** or an **insured person** to maintain and possess duly authorised and required documents and visas, unless **we** determine that such allegations were intentionally false, fraudulent and malicious and made solely to achieve political, propaganda and/or coercive effect upon or at **your** expense or that of the **insured person**.
3. Any debt, insolvency, commercial failure, the repossession of any property or any other financial cause.
4. The non-compliance by **you** or an **insured person** with any obligation specified in a contract or licence or the failure by **you** or an **insured person** to provide a bond or other security because of any liability assumed by **you** or an **insured person** under any contract, whether written or oral, unless **our** specific consent (which will be endorsed on this policy) is obtained prior to an **insured event**.
5. Any shortfall in currency should an exchange rate fixed by a legally constituted authority.
6. If **you** or an **insured person** is a citizen of the **host country**.

7. Any set of circumstances known to **you** and/or the **insured person** at the time of taking out or renewing this insurance or booking a trip where such set of circumstances could reasonably be expected to give rise to a claim.
8. **Expenses** paid which were part of the original travel budget.
9. If **we** or **our** emergency assistance representatives decide that it is too dangerous to evacuate the **insured person** or it is illegal to do so.

**Conditions applicable to Section C8**

**You** must, without delay, contact the Emergency Service Company if an incident occurs which may result in an **insured event**. No claim will be accepted unless the 24 Hour Emergency Service Company is contacted prior to any **evacuation and repatriation costs** and **expenses** being incurred.

## GENERAL EXCLUSIONS

The following exclusions apply to the whole of this insurance in addition to any special exclusions which apply to an individual section of this policy.

- A. This insurance does not cover death, disability, liability or loss directly or indirectly caused or contributed to by, resulting from or in connection with the following:
1. War, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.
  2. Any claim arising from or in any way connected with:  
Any **Business trip** or **non-business trip** involving travel to areas where the Department of Foreign Affairs has advised against 'all travel' and 'all but essential travel'. If **you** are not sure whether there is a travel warning for **your** destination, please check their website.
  3. The actual or threatened malicious use of pathogenic or poisonous biological or chemical materials by any person(s) committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public or any section of the public in fear.
  4. Nuclear reaction, nuclear explosion, nuclear radiation or radioactive contamination, however such reaction, explosion, radiation or contamination may have been caused.
  5. **You** or an **insured person** engaging in or taking part in armed forces service or operations.
  6. Suicide, attempted suicide or intentional self-injury.
  7. **You** or an **insured person's** deliberate exposure to exceptional danger (except in an attempt to save human life).
  8. An **insured person** having neuroses, psychoneuroses, psychopathies or psychoses, anxiety, stress, fatigue or mental or emotional diseases or disorders of any type.
  9. A chronic pain syndrome, including but not limited to, Chronic or Complex Regional Pain Syndrome or fibromyalgia (a syndrome characterised by chronic pain in the muscles and soft tissues surrounding the joints, fatigue and tenderness at specific sites in the body).
  10. An **insured person** being under the influence of alcohol drugs or solvents (other than drugs taken as prescribed by a medical practitioner but not for the treatment of drug addiction).
  11. **You** or an **insured person** taking part in any criminal act.
- B. This insurance will not pay a benefit or any portion of a benefit for disablement arising from the interaction between **bodily injury** and another medical condition.
- C. **We** will not provide any cover for a claim which is in any way caused by, results from, any disease, or the fear or threat of any disease, which:
- Is notifiable to the government or a local authority under any law, order, act or statute; and/or
  - Is declared a Public Health Emergency of International Concern (PHEIC) by the World Health Organisation.

## GENERAL CONDITIONS

The following conditions apply to the whole of this insurance.

1. If **you** do not keep to the policy conditions

**We** will not pay a claim if **you** or an **insured person** have not kept to a condition of this policy and this results in a claim, unless **you** or the **insured person** can prove that the breach in no way could have increased the risk of such claim.

2. **Arbitration**

If **we** accept a claim but disagree over the amount due to **you** or an **insured person**, the matter will be passed to an arbitrator who both **you** and **we** agree to. When this happens, the arbitrator must make a decision before **you** can start proceedings against **us**.

3. **Associated companies and change in risk**

If this contract of insurance covers associated companies, **you** must give **us** a list of those companies. If, during a period of insurance, **you** change **your** business activities from those described in the business description on the **schedule**, **you** must tell **your** broker without delay.

4. **Cooling off period**

If **you** decide not to proceed with this insurance, the policy may be cancelled, without giving reason, by giving cancellation instructions to **your** broker within 14 days of either:

- a) the date **you** receive **your** insurance documentation; or
  - b) the start date of the period of insurance,
- whichever is later.

If **you** cancel this insurance within the cooling off period specified above then, provided **you** have not made a claim and no incidents have arisen which may result in a claim, **we** will refund in full any premium **you** have paid.

5. **Cancellation by you**

Following the cooling off period explained in general condition 4 **you** can cancel this insurance at any time by contacting **your** broker.

If no claims have been reported and no incidents have arisen which could result in a claim during the current period of insurance, **you** will be entitled to a refund of the premium paid less a deduction for any time for which **you** have been covered. For example, if **you** have been covered for 6 (six) months, the deduction for the time **you** have been covered will be half of the annual premium.

If a claim payment has been made, a claim submitted or there has been an incident likely to give rise to a claim during the current period of insurance, there will be no refund of premium.

6. **Cancellation by us**

- a) **We** can cancel this insurance by giving **you** 14 days' notice in writing where there is a valid reason for doing so. **We** will send **our** cancellation letter to the latest address **we** hold for **you** and set out the reason for cancellation in this letter.

Valid reasons include, but are not limited to:

- i) Where **we** have been unable to collect a premium payment. In this case **we** will contact **you** in writing to request payment by a specific date. If the payment is not received by this date, the policy will be cancelled (from this date). A letter will be issued to confirm that the cancellation has taken place.
- ii) Where **you** are required in accordance with the terms of this policy to co-operate with **us** and fail to do so in a way that materially affects **our** ability to process a claim or **our** ability to defend **our** interests.
- iii) Where **we** reasonably suspect fraud.
- iv) The use of threatening or abusive behaviour or language, or intimidation or bullying of staff or suppliers.

## 7. Claims

- **You** must report any possible claim as soon as possible. Please refer to the claims notification details within this document)
- **You** must provide, at **your** own expense, evidence to support a claim. **We** will only request information in relation to the claim and/or a related **pre-existing condition**. An **insured person** must have any medical examinations **we** decide are necessary and **we** will pay the cost of these.
- The **insured person** must provide **us** or **our** medical adviser with the necessary authorisation to access or obtain all of the **insured person's** medical records, notes and correspondence referring to the subject of a claim or a related **pre-existing condition**.
- In the event of an **accident** or **illness** the **insured person** must seek the attention of a duly qualified **medical practitioner**. Notice must be given to **us** in the event of the **insured person's** death resulting or alleged to result from an **accident**.
- If **you** or **insured person** dies, **we** will be entitled to ask for, at **our** expense, a postmortem examination.
- Each **insured person** must take all reasonable steps to avoid and/or minimise any loss or damage and must also make every effort to recover any property covered by this policy which has been lost or stolen.

## 8. Fraudulent claims

- a) If **you** make a fraudulent claim under this insurance, **we**:
  - i) are not liable to pay the claim; and
  - ii) may recover (from **you**) any sums paid by **us** to **you** in respect of the claim; and
  - iii) may, by notice to **you**, treat the contract as having been terminated with effect from the time of the fraudulent act.
- b) If **we** exercise **our** right under clause a) iii) above:
  - i) **we** will not be liable in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise **our** liability under the insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and
  - ii) **we** need not return any of the premiums paid.

- c) If a fraudulent claim is made by an **insured person** other than **you, we** may exercise the rights set out in clause a) above as if there were an individual insurance contract between **us** and the **insured person**. However, this not affect the cover provided under the contract for any other person.

9. **Reasonable care**

**You** and each **insured person** must take all reasonable steps to avoid or reduce any loss, damage or **bodily injury** as far as possible. **You** must also make every effort to recover any property which has been lost.

10. **Transferring this policy**

**You** cannot transfer the benefit of this policy to anyone else or use this contract of insurance as security or guarantee for a mortgage or commitment of any kind.

## LEGAL AND REGULATORY INFORMATION

### 1. General Data protection Regulation “GDPR”

**You** must read the GDPR addendum attaching to and forming part of this Policy wording.

### 2. The Insurer

The Policy is underwritten by AXIS Specialty Europe SE.

AXIS Specialty Europe SE is registered in Ireland (Registration Number 353402) at Sixth Floor, 20 Kildare Street, Dublin 2, Ireland. ASE is authorised by the Central Bank of Ireland and subject to limited regulation by the UK Financial Conduct Authority.

### 3. Law and Jurisdiction

This insurance will be governed exclusively by the law and practice of the Republic of Ireland and any disputes arising under, out of or in connection with this insurance will be exclusive subject to the jurisdiction of any competent court in the Republic of Ireland.

### 4. Sanctions

**We** will be not provide cover and will not be liable to pay any claim or provide any benefit under this insurance to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **us** 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.

### 5. Compensation Arrangements

AXIS Specialty Europe SE (ASE) is covered by the Insurance Compensation Fund (ICF). **You** may be entitled to compensation from the ICF if ASE is unable to meet its obligations to **you** under this insurance.

If **you** are entitled to compensation from the ICF, the level and extent of the compensation will depend on the nature of this insurance. This scheme is overseen by the Central Bank of Ireland and further information can be found on their website, [www.centralbank.ie](http://www.centralbank.ie)



## CLAIMS PROCEDURE

If there is a serious medical or other emergency whilst on a trip, please refer to page 5 for contact details, otherwise, If **you** need to make a claim, except under Section C6 – **Legal expenses**, please contact:

Tryggingamiðlun Íslands ehf.  
Hlíðasmári 12  
201 Kópavogur  
Iceland

Telephone Number: +354 553 6688  
E-mail: [claim@tmi.is](mailto:claim@tmi.is)

Where cover is shown in the **schedule** for claims under Section C6 – **Legal expenses**, please contact:

Trowers & Hamlins LLP  
The Senate  
Southernhay Gardens  
EX1 1UG  
Telephone Number: + 44 (0) 1392 671 439  
E-mail: [axislegalclaims@trowers.com](mailto:axislegalclaims@trowers.com)

**You** must report any claim as soon as possible.

**You** must also contact the claims handler as soon as an **insured person** finds out about any condition or circumstances which may cause an insured trip to be cancelled or cut short.

## COMPLAINTS PROCEDURE

**We** aim to provide **you** with a high standard of service at all times, although **we** appreciate that there may be occasions where **you** feel it is necessary to make a complaint.

If **you** or an **insured person** wish to make a complaint about any aspect of **your** insurance policy, please contact **us** at:

Tryggingamiðlun Íslands ehf.

Hlíðasmári 12

201 Kópavogur, Iceland

email: [tmi@tmi.is](mailto:tmi@tmi.is)

phone + 354 553 6688 (office hours 9.00 – 12.00 & 13.00 - 16.00, workdays)

Call charges may apply, if affected by call charges please notify us as part of **your** complaint.

**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

Tel: +353 1 567 7000

E-mail: [info@fspoi.ie](mailto:info@fspoi.ie)

Website: [www.fspoi.ie](http://www.fspoi.ie)

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.

## CYBER RISKS ENDORSEMENT

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

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

Cyber Incident means:

1.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or

1.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

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

This is the short form version of “AXIS UK-EU Privacy Notice”. This Notice applies to all individuals purchasing an insurance policy with a firm of the AXIS Capital Group (“AXIS”) or benefitting from an insurance policy purchased by an employer or third party on their behalf (“you”).

In this Notice, we provide you with a summary of when, why and how we collect and use your personal data, the conditions under which we may disclose it to others, how we keep it secure and your rights under UK and EU data protection laws.

### **Who collects your personal data?**

The AXIS entity that originally collected your personal data is responsible for managing your personal data (“Data Controller”) and is responsible for deciding how your personal data is held and used. To find out the identity of the Data Controller, you can contact the AXIS company you contracted with, your broker or your employer.

### **What type of personal data do we collect about you?**

We process personal data you provide us and personal data which is provided to us by third parties. We process personal data you provide to us, which may include the following categories of information:

- Anti-fraud information
- Banking information
- Claims/Policy numbers
- Credit History and Credit Score
- Date and Place of birth
- Gender
- Family information
- Government identification numbers
- Marital Status
- Name, Address, phone number, email
- Risk information

And the following categories of special category personal data:

- Criminal history
- Health data/Medical History
- Racial or ethnic origin

Where we will process special category personal data about you, we will apply safeguards in accordance with the applicable data protection legislation.

### **How do we collect personal data about you?**

If you are an insured or potential insured, we collect data from you or your representative through the policy application process. We may also collect data about you from your family members or employer, credit reference agencies, anti-fraud databases, sanctions lists, and relevant government agencies, including public registers or databases.

If you are a claimant, we collect data about you when you notify us of a claim, or if the claim is made by someone with a close relationship to you or who otherwise has authority to make a claim on your behalf. We may also collect personal data about you from others who are involved in the claim, including lawyers, witnesses, experts, and adjusters. Finally, we may consult other public sources to validate the claim or protect against fraud or other financial crime.

If you decide not to supply personal data that we have requested and as a result we are unable to comply with our professional, legal or regulatory obligations, then we may be unable to enter into a relevant contract with you. Where we already have a contractual relationship with you, a decision by you not to provide the requested personal data may cause delay in fulfilment of our contractual obligations or may result in our being unable to continue the relationship.

### **Why do we collect personal data about you?**

We collect your personal data for the following purposes:

- Account setup, including background checks [Legitimate interest, legal obligation, performance of a contract]
- Complying with legal or regulatory obligations [Legal obligation]
- Customer service communications [Performance of a contract]
- Defending or prosecuting legal claims [Establish, exercise, or defend legal claims]
- Direct marketing activities [Consent, legitimate interest]
- Evaluating risks to be covered [Legitimate interest, performance of a contract]
- Investigating or prosecuting fraud [Establish, exercise, or defend legal claims, Legitimate interest]
- Managing insurance or reinsurance claims [Legitimate interest, performance of a contract]
- Payments to/from individuals [Performance of a contract]
- Risk modelling and underwriting [Legitimate interest, performance of a contract]

### **How long do we keep your personal data?**

We will retain your personal data in accordance with our retention policies and, in any case, for no longer than necessary to provide the services agreed in your contract with us or to comply with legal or regulatory requirements. Retention periods for personal data are reviewed periodically.

### **Where does your personal data go?**

We may need to transfer your personal data to third parties or to other AXIS group companies.

### **Transferring your personal data outside the UK or EEA**

We may transfer your personal data to other companies in AXIS and to our agents and contractors in the United States, Bermuda, India, Singapore, Dubai, and the Philippines. Whenever we transfer your personal data outside the UK or EEA, we take appropriate steps to ensure your personal data and your privacy rights are adequately protected.

### **Your Rights**

Under UK and EU data protection laws, you have certain rights in relation to your personal data. You may also file a complaint with a local supervisory authority regarding how your personal data is collected and processed. We aim to respond to all valid requests within one month of receipt and generally will not charge any fee when processing your request.

### **How to Contact Us**

Please address all inquiries, requests, and other communications regarding your personal information or this Privacy Notice to:

Contact: Data Protection Officer

Email: [dpo@axiscapital.com](mailto:dpo@axiscapital.com)

Address: 52 Lime Street, London EC3M 7AF

Phone: +44-20-7877-3800

<https://www.axiscapital.com/who-we-are/privacy>