

# BLUE INSURANCE

## Garda Travel Club Annual Travel Insurance Group Policy 2018 - 2019



Policy Number: WH11L/B1/Garda/2018

### HEALTH NOTICE

If You or any person who is traveling has a **Medical Condition** then You must declare that condition to our Medical Screening Line on 0818 221 409 for **each and every Trip**.

Please refer to the list of Automatically Accepted Medical Conditions which do not require completion of the Medical Declaration.

### TRAVEL ASSISTANCE

If an **Insured Person** needs medical assistance or advice during a **Holiday** they should call the Emergency Assistance Service on **+44 1733 224 892**.

Blue Insurance Limited is regulated by the Central Bank of Ireland.

# Insurer

This Policy is underwritten by White Horse Insurance Ireland dac. White Horse Insurance Ireland dac is registered in Ireland No 306045. White Horse Insurance Ireland dac's Registered Office is First Floor, Rineanna House, Shannon Free Zone, Shannon, County Clare, Republic of Ireland.

White Horse Insurance Ireland dac is regulated by the Central Bank of Ireland. This can be checked by visiting their website - [www.centralbank.ie](http://www.centralbank.ie)

## Claims and Customer Service:

To make a claim other than any claim for medical emergencies please contact:

White Horse Administration Services Limited by either:

Telephone: 0818 946 910 (From inside Ireland)

0044 (0) 1733 224 845 (From outside Ireland)

Email: [claims@white-horse.ie](mailto:claims@white-horse.ie)

Write: White Horse Administration Services Limited, First Floor, Rineanna House, Shannon Free Zone, Shannon, County Clare, Republic of Ireland.

To make a claim for a medical emergency please contact the Emergency Assistance Service on +44 1733 224 892.

# Travel Schedule

**Master Policy Number:** WH11/B1/Garda/2018

**Intermediary:** Blue Insurance Limited, Plaza 255, Blanchardstown Corporate Park 2, Blanchardstown, Dublin 15.

**Insured:** The Chairman of the Garda Travel Club.

**Address:** 6th Floor, Phibsboro Tower, Dublin 7.

**Business Description:** Club for arranging holidays and travel insurance for members.

**Period of Insurance:** From: 1st March 2018 To: 28th February 2019.

**Premium:** As agreed between the **Insured**, the Intermediary and White Horse Insurance Ireland dac for specific periods. **Premiums** will be inclusive of 5% Government Levy or any amendment thereof.

Category	Definition of Insured Persons
A	Any Member of the Garda Travel Club, under age 70.
B	Any Member of the Garda Travel Club, under age 80.
C	Any Child of a person described in Categories A or B.

Category	Holiday
A	Whilst travelling to, participating in and travelling from a <b>Holiday</b> .
B	Whilst travelling to, participating in and travelling from a <b>Holiday</b> .
C	Whilst accompanying a person described in Categories A or B.

Maximum Holiday Duration	
i.	Persons aged 19-69 years – 35 days any one <b>Holiday</b>
ii.	Persons aged 70-79 years – 31 days any one <b>Holiday</b>
iii.	Persons aged 19-69 years 45 days or 60 days available under an optional extension and upon payment of an additional premium
iv.	<b>Winter Sports Holidays</b> – Persons under 66 years – 21 days total in any one <b>Period of Insurance</b>

# Schedule of Benefits

Section / Description	Category A AGED UNDER 69YRS	Category B AGED 70-79YRS	Category C AGED UNDER 18YRS
<b>Section 1: Personal Accident</b>			
A Death:	€10,000	€5,000	€5,000
B Loss of one or more limbs	€20,000	€5,000	€5,000
C Loss of sight in one or both eyes	€20,000	€5,000	€5,000
D Permanent Total Disablement Maximum Limit: €20,000	€20,000	€5,000	€5,000
<b>Section 2: Medical Expenses</b>			
A Medical Expenses (not applicable to holidays in Ireland):	€10,000,000	€10,000,000	€10,000,000
Dental Expenses – for pain relief only:	€500	€500	€500
Excess:	€100	€100	€100
B Emergency Repatriation Expenses:	Unlimited	Unlimited	Unlimited
Excess:	€ Nil	€ Nil	€ Nil
C Hospital Benefit (Per day) Maximum payable:	€30 €420	€30 €420	€30 €420
D Other Travel Expenses	€7,500	€7,500	€7,500
Excess:	€100	€100	€100
<b>Section 3: Personal Belongings</b>			
Personal Belongings:	€2,000	€2,000	€2,000
Maximum any one article:	€380	€380	€380
Maximum for Valuables:	€380	€380	€380
Excess:	€90	€90	€90
<b>Delayed Belongings:</b>			
For each 24 hours delay:	€50	€50	€50
Maximum payable	€200	€200	€200
<b>Section 4: Money</b>			
A Money:	€500	€500	€100
Maximum in cash:	€350	€350	€100
B Fraudulent use of Credit Cards:	€500	€500	€500
C Emergency Replacement of Passport, Visa, Travel Documents or Driving Licence:			
ii) Loss of Passport,	€500	€500	€500
iii) loss of visa, travel documents or driving licence:	€250	€250	€250
Excess:	€90	€90	€90
<b>Section 5: Disruption</b>			
A i) Cancellation, Alteration or Curtailment:	€4,500	€4,500	€4,500
ii) Cancellation due to airline strike	€200	€200	€200
Excesses:			
Loss of deposit:	€30	€30	€30
Other claims:	€90	€90	€90
B Delayed departure:			
ii) After each 12 hour period:	€30	€30	€30
Maximum payable:	€200	€200	€200
iii) Abandonment of Holiday after 24 hour delay	€4,500	€4,500	€4,500
C Missed departure:	€500	€500	€500
Excess:	€90	€90	€90
D Hijack (Per day) Maximum payable:	€100 €1,000	€100 €1,000	€100 €1,000
E Catastrophe	€750	€750	€750
F End Supplier Failure	€4,500	€4,500	€4,500
G Missed cruise connection:	€750	€750	€750
Excess:	€90	€90	€90
<b>Section 6: Personal Liability</b>			
Limit of Liability:	€2,000,000	€2,000,000	€2,000,000
Excess:	€100	€100	€100
<b>Section 7: Legal Expenses</b>			
Legal Expenses	€30,000	€30,000	€30,000
<b>Section 8: Winter Sports (max age 65 years)</b>			
A (i) Lost or damaged <b>Winter Sports</b> Equipment:	€400	N/A	€400
Excess:	€90	N/A	€90
(ii) Ski hire (Per day): Maximum Payable:	€50 €300	N/A N/A	€50 €300
B Unused ski pass or tuition fees following Accident or illness, or loss of ski pass (Per day): Maximum Payable:	€50 €300	N/A N/A	€50 €300
C Piste closure - lack of snow (Per day) Maximum Payable:	€50 €500	N/A N/A	€50 €500
D Piste closure (avalanche) Excess:	€500 €90	N/A N/A	€500 €90
E Additional expenses (avalanche)	€100	N/A	€100

# Introduction

All **Insured Persons** should take time to read all parts of the Policy to make sure it meets their needs and that they understand the terms, conditions and exclusions. If the **Insured Person** wishes to change anything or if there is anything they do not understand, they should contact the Garda Travel Club.

The parts of this Policy are:

- Policy Schedule
- Introduction
- Important Conditions Relating to Health
- Important Contact details
- Emergency Assistance Service
- Additional Services
- Policy Definitions
- Sports and Activities
- What the Policy covers
- What the Policy does not cover
- Policy Conditions
- Claims Notification and Conditions
- Complaints procedures
- Data Protection

## Important Conditions Relating to Health

**Phone Number: 0818 221 409**

**Quoting Reference: Garda Annual 2018**

**Please note certain medical conditions will incur an additional premium.**

This insurance is designed to cover You for unforeseen **events**, accidents, **Serious Illness** or **Bodily Injuries** occurring during Your **Period of Insurance**.

To ensure You are fully protected under this insurance contract, You must contact **Medical Screening** within 14 days of each and every **Holiday** booking that You make to declare Your **Medical Condition(s)**.

If You have any **Medical Condition(s)** or if the **Medical Condition** is not listed as an Automatically Accepted Medical Condition, You must contact the Medical Screening Company on **0818 221 409** to declare ALL Your **Medical Conditions** to ensure that the cover will meet Your needs.

### Exclusions

**PLEASE NOTE that cover cannot be offered for any Medical Condition if You;**

- have an undiagnosed medical condition;
- are awaiting the results of medical tests or investigations;
- are travelling against the advice of a **General Practitioner**;
- are travelling for the purpose of obtaining medical treatment;
- are on a **Hospital** or clinic waiting list;
- have been diagnosed with a terminal condition;

Please also note there is no cover for claims arising from any psychological condition (including anxiety, stress, depression, psychiatric or eating disorders, phobias).

### Relating to the Health of Non-Travellers

This insurance policy excludes cover for any claims arising directly or indirectly from a **Medical Condition** (unless shown in the Automatically Accepted Minor Conditions list) of any person on whom travel depends unless the person's doctor can state that, on the date of booking a **Trip** that he/she would have seen no substantial likelihood of the patient's condition deteriorating to such a degree to cause a necessary cancellation or **Curtailment** claim. If the doctor will not confirm this, any claim arising from a **Medical Condition** will be excluded.

All claims arising from a terminal prognosis, any set of symptoms where a diagnosis has not been made and any **Medical Condition** for which a non-

traveller is on a waiting list for or has knowledge of the need for surgery, treatment or investigation at a **Hospital**, clinic or nursing home at the time the **Trip** is booked are automatically excluded.

## Automatically Accepted Medical Conditions

Please see the following list for Medical Conditions which do not require screening.

- i) The following **Medical Conditions** are automatically covered provided that the **Insured Person** has no more than **FIVE** of these conditions simultaneously

**A** Abnormal Smear Test, Achilles Tendon Injury, Acne, Acronyx (Ingrowing Toe-nail), Adenoids, Allergic Rhinitis, Alopecia, Anal Fissure/Fistula, Appendectomy, Astigmatism, Athlete's Foot (Tinea Pedis), Attention Deficit Hyperactivity Disorder  
**B** Bell's Palsy (Facial Paralysis), Benign Prostatic Enlargement, Bladder Infection (no ongoing treatment, no **Hospital** admissions), Blepharitis, Blindness, Blocked Tear Ducts, Breast Fibroadenoma, Breast Cyst(s), Breast Enlargement/Reduction, Broken Bones (other than head or spine) - (no longer in plaster), Bunion (Hallux Valgus), Bursitis,  
**C** Caesarean Section, Candidiasis (oral or vaginal), Carpal Tunnel Syndrome, Cartilage Injury, Cataracts, Cervical Erosion, Cervicitis, Chalazion, Chicken Pox (fully resolved), Cholecystectomy, Chronic fatigue syndrome (if only symptom is fatigue and no hospital admissions), Coeliac Disease, Cold Sore (Herpes Simplex), Common Cold(s), Conjunctivitis, Constipation, Corneal Graft, Cosmetic Surgery, Cyst Breast, Cyst Testicular, Cystitis (no ongoing treatment, no

hospital admissions), Cystocele (fully recovered, no hospital admissions), **D** D & C, Deaf Mutism, Deafness, Dental Surgery, Dermatitis (no hospital admissions or consultations), Deviated Nasal Septum, Diarrhoea and/or Vomiting (resolved), Dilatation and Curettage, Dislocations (no joint replacement or hospital admissions), Dry Eye Syndrome, Dyspepsia,  
**E** Ear Infections (resolved must be all clear prior to travel if flying), Eczema (no hospital admissions or consultations), Endocervical Polyp, Endocervicitis, Endometrial Polyp, Epididymitis, Epiphora (Watery Eye), Epispadias, Epistaxis (Nosebleed), Erythema Nodosum, Essential Tremor  
**F** Facial Neuritis (Trigeminal Neuralgia), Facial Paralysis (Bell's Palsy), Femoral Hernia, Fibroadenoma, Fibroid Uterine, Fibromyalgia, Fibromyositis, Fibrositis, Frozen Shoulder  
**G** Gall Bladder Removal, Ganglion, Glandular Fever (full recovery made), Glaucoma, Glue Ear (resolved must be all clear prior to travel if flying), Goitre, Gout, Grave's Disease, Grommet(s)

inserted (Glue Ear), Gynaecomastia  
**H** Haematoma (external), Haemorrhoidectomy, Haemorrhoids (Piles), Hallux Valgus (Bunion), Hammer Toe, Hay Fever, Hernia (not Hiatus), Herpes Simplex (Cold Sore), Herpes Zoster (Shingles), Hip Replacement (no subsequent arthritis and never any dislocation of a joint replacement), Hives (Nettle Rash), Housemaid's Knee (Bursitis), HRT (Hormone Replacement Therapy), Hyperthyroidism (Overactive Thyroid), Hypospadias, Hypothyroidism (Underactive Thyroid), Hysterectomy (provided no malignancy)  
**I** Impetigo, Indigestion, Influenza (full recovery made), Ingrowing Toe-nail (Acronyx), Inguinal Hernia, Insomnia, Intercostal Neuralgia (no admissions), Intertrigo, Irritable Bowel Syndrome (IBS) (provided definite diagnosis made and no ongoing investigations)  
**K** Keimboeck's Disease, Keratoconus, Knee Injury Collateral/cruciate ligaments, Knee Replacement (no subsequent arthritis and never any dislocation of a joint replacement), Kohlers Disease  
**L** Labyrinthitis,

Laryngitis, Learning Difficulties, Leptoehrith, Leucoderma, Lichen Planus, Ligaments (injury), Lipoma

**M** Macular Degeneration, Mastitis, Mastoidectomy (resolved must be all clear prior to travel if flying), Menopause, Menorrhagia, Migraine (provided definite diagnosis made and no ongoing investigations), Miscarriage, Mole(s), Molluscum Contagiosum, Myalgic Encephalomyelitis (ME) (if the only symptom is fatigue and no **Hospital** admissions), Myxoedema

**N** Nasal Infection, Nasal Polyp(s), Nettle Rash (Hives), Neuralgia (no hospital admissions), Nosebleed(s), Nystagmus

**O** Osgood-schlatter's Disease, Osteochondritis, Otosclerosis, Overactive Thyroid

**P** Parametritis, Pediculosis, Pelvic Inflammatory Disease, Photodermatitis, Piles, Pityriasis Rosea, Post Viral Fatigue Syndrome (if the only symptom

is fatigue and no hospital admissions), Pregnancy (provided no complications), Prickly Heat, Prolapsed Uterus (womb), Pruritis, Psoriasis (no hospital admissions or consultations)

**R** Repetitive Strain Injury, Retinitis Pigmentosa, Rhinitis (Allergic), Rosacea, Ruptured Tendons

**S** Salpingo-oophoritis, Scabies, Scalp Ringworm (Tinea Capitis), Scheuermann's Disease (provided no respiratory issues), Sebaceous Cyst, Shingles (Herpes Zoster), Sinusitis, Skin Ringworm (Tinea Corporis), Sleep Apnoea (no machine used to assist breathing), Sore Throat, Sprains, Stigmatism, Stomach Bug (resolved), Strabismus (Squint), Stress Incontinence (no urinary infections)

**T** Talipes (Club Foot), Tendon Injury, Tennis Elbow, Tenosynovitis, Termination of Pregnancy, Testicles Epididymitis, Testicles Hydrocele, Testicles Varicocele, Testicular

Cyst, Testicular Torsion (Twisted Testicle), Throat Infection(s), Thrush, Thyroid Overactive, Thyroid Deficiency, Tinea Capitis (Scalp Ringworm), Tinea Corporis (Skin Ringworm), Tinea Pedis (Athlete's Foot), Tinnitus, Tonsillitis, Tooth Extraction, Toothache, Torn Ligament, Torticollis (Wry Neck), Trichomycosis, Trigeminal Neuralgia, Turner's Syndrome, Twisted Testicle

**U** Umbilical Hernia, Underactive Thyroid, Undescended Testicle, Urethritis (fully recovered, no hospital admissions), URTI (Upper Respiratory Tract infection) (resolved, no further treatment), Urticaria, Uterine Polyp(s), Uterine Prolapse

**V** Varicocele, Varicose Veins - legs only, never any ulcers or cellulitis (if GP has confirmed that client is fit to travel), Vasectomy, Verruca, Vitiligo

**W** Warts (benign, non-genital), Womb Prolapse (uterus), Wry Neck (Torticollis).

- There must have been NO **Hospital** admissions or diabetic complications EVER.
- Must have been a non-smoker for at least 12 months.

#### Hypercholesterolaemia (High/Raised Cholesterol):

- No more than 1 medication.
- Must NOT be the inherited (genetic) form.
- Must have been a non-smoker for at least 12 months.

#### Hypertension (High Blood Pressure, White Coat Syndrome):

- No more than 2 medications.
- There must have been no change in treatment within the last 6 months.
- Must have been a non-smoker for at least 12 months.

#### Hypotension (Low Blood Pressure):

- Must NOT be associated with any underlying condition.

#### Osteoporosis (Osteopaenia, Fragile Bones):

- There must have been no broken bones within the last 5 years.
- There must have been NO vertebral (backbone) fractures.

## Policy Definitions

Whenever the following words or phrases appear in **bold** font, they will have the meanings as described below

€ means Euro

**Abroad** means outside **Ireland**

#### Accident & Accidental

means a sudden identifiable violent external **event** which happens by chance and which could not be expected, or unavoidable exposure to severe weather.

#### Accommodation

means accommodation of a standard up to but not exceeding that in which the **Insured Person** was or would have been staying during the course of the **Holiday**.

#### Aggregate Limit

means the maximum amount that White Horse Insurance Ireland dac will pay per **Event** in total under this and any other policies issued by White Horse Insurance Ireland dac to the **Insured**.

#### Bodily Injury

means injury which is caused solely by **Accidental** means and which independently of **Illness** or any other cause, occurs within 12 months from the date of the **Accident**.

#### Business Equipment

means any articles used primarily for business purposes, which are the property of the **Insured Person** or their employer including office equipment which is portable by design including, but not restricted to, personal computers, telephones and calculators.

#### Child/Children

means the offspring of the **Principal Insured Person** or the offspring of their **Partner**, including a step child(ren), a legally adopted or fostered child(ren) or a child(ren) for whom the **Principle Insured Person** or their **Partner** is the **Parent or Legal Guardian** each of whom must:

1. be over 3 months and under 18 years of age (or under 23 years of age if still in **Full-time education**) on the date the cover is purchased;
2. be dependent on the **Principal Insured Person** or their **Partner** even if he or she does not live with either of them; and
3. not be married.

- ii) The following **Medical Conditions** are automatically covered provided that the **Insured Person** has no more than **ONE** of the conditions and no other **Medical Condition**.

#### Arthritis (Juvenile, Osteoarthritis, Rheumatoid or Psoriatic Arthritis, Reiter's Syndrome, Rheumatism):

- There must have been NO **Hospital** admissions within the last 12 months.
- Must NOT affect the back more than any other area of the body.
- No more than 2 medications.
- No mobility aids (other than walking stick or frame).
- There must have been NO dislocations of any joint replacements.
- Must NOT be awaiting surgery.
- Must have NO lung problems/respiratory disorders.

#### Asthma (Wheezing):

- There must have been NO **Hospital** admissions EVER.
- Must have been diagnosed prior to age 50.
- Must be controlled with no more than 2 medications (NO nebuliser, NO home oxygen).
- Must have been a non-smoker for at least 12 months.
- Must always be able to walk 200 yards on the flat without becoming short of breath.

#### Diabetes Mellitus (Sugar Diabetes):

- Type 2 (Non-Insulin-Dependent Diabetes Mellitus) only.
- Controlled by diet alone or by no more than 1 medication (no Insulin).

If the **Insured Person** is aged under 18 years of age then cover will apply if they are travelling:

- a) in the company of an adult (i.e. someone not defined as a Child under this Policy) known to their parent(s) (other than on an organised school, college or university trip); or
- b) as an unaccompanied minor on a scheduled air service which operates an unaccompanied minor scheme, and then only if they are travelling with the intention of joining, or being subsequently joined by, another adult insured under this Policy.

If the **Insured Person** is aged 18 or over but under 23 and in **Full Time Education** then they are covered to travel alone.

#### Close Business Associate:

means any person whose absence from business for one or more complete days at the same time as the absence the **Insured Person** prevents the proper continuation of that business.

#### Close Relative:

means **Partner**, mother, father, sister, brother, daughter, son, grandparent, grandchild, parent-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, aunt, uncle, niece, nephew, step parent, step child, step sister, step brother, foster child, legal guardian, next of kin or fiancé/fiancée.

#### Complications of Pregnancy

means toxæmia, gestational hypertension, pre-eclampsia, ectopic pregnancy, hydatidiform mole, (molar pregnancy), post partum haemorrhage, retained placenta membrane, placental abruption, hyperemesis gravidarum, placenta prævia, stillbirths, miscarriage, medically necessary emergency Caesarean section, medical necessary termination and premature births. This definition is only applicable if the complication occurs more than 8 weeks (or 16 weeks in the case of a known multiple pregnancy) prior to the expected delivery date.

#### Death

means death caused by **Bodily Injury**.

#### Due To

means directly or indirectly, caused by or resulting from, in connection with.

#### Effective Time

means the time, during a **Period of Insurance**, when an **Insured Person** is covered – as detailed in the Schedule.

#### End Supplier Failure

means the insolvency of any travel arrangements booked in **Ireland** (not forming part of an inclusive **Holiday** and not bonded or insured already) including:

Camper rental;  
Caravan sites / campsites / mobile homes;  
Car ferries;  
Car hire;  
Coach journeys;  
Cruises;  
Eurotunnel;  
Excursions;  
Hotels;  
Railway journeys including the Eurostar;  
Safaris;  
Scheduled airlines;  
Theme parks such as Disneyland Paris;  
Villa's abroad & cottages.  
Costs resulting from the insolvency of the booking agent or consolidator is not included.

#### Event

means all instances of loss arising out of and directly occasioned by one sudden, unexpected, unusual and specific event occurring at an identifiable time and place.

#### Excess

means the amount of each and every claim that the **Insured Person** must pay, as shown in the Schedule, for each section of the Policy.

#### Full Time Education

means a programme of learning provided by a recognised educational body, which leads to a qualification by examination or assessment which is either:

1. full-time study; or
2. a mixture of study and work experience as long as at least two thirds of the total time for the course is spent on study.

#### General Practitioner

means a registered practising member of the medical profession recognised by the law of the country where they are practising, who is not related to You or any person who You are travelling with.

#### Hijack / Hijacked

means unlawful seizure or taking control of an aircraft or conveyance in which the **Insured Person** is travelling as a passenger.

#### Holiday

means trip(s) involving travel and **Accommodation**, devoted entirely to pleasure, rest, or relaxation, where travel begins and ends in **Ireland**.

#### Hospital

means any establishment which is registered or licensed as a medical or surgical hospital in the country in which it is located and where the **Insured Person** is under the constant supervision of a **Qualified Medical Practitioner**.

#### Hospital Confinement

means any continuous period of 24 hours or more during which time the **Insured Person** has been confined to **Hospital**.

#### Illness

means any disease, infection or **Bodily Injury** which is unexpectedly contracted by You prior to Your Trip or unexpectedly manifests itself for the first time during Your Trip.

#### Incidental Basis

means that the sport or activity you are taking part in on your **Holiday** is on a strictly amateur basis and is not the specific reason for you going on Your **Holiday**.

#### In-patient

means an **Insured Person** whose **Hospital Confinement** is as a resident bed patient, for whom a clinical case record has been opened and whose confinement is necessary for the medical care, diagnosis and treatment of an **Illness** or **Bodily Injury** covered by this Policy and not merely for any form of nursing, convalescence, rehabilitation, rest or extended-care.

#### Insured

means the person, firm, company or organisation named in the Schedule.

#### Insured Person

means any person or category of persons described under this heading in the Schedule.

#### Ireland; Irish

means the Republic of Ireland.

#### Legal Expenses

means:

1. fees, expenses, costs/expenses of expert witnesses and other disbursements reasonably incurred by the **Legal Representatives** in pursuing a claim or legal proceedings for damages and/or compensation against a third party who has caused **Accidental Bodily Injury** to or **illness** of an **Insured Person** or in appealing or resisting an appeal against the judgement of a court, tribunal or arbitrator; and/or



- costs for which an **Insured Person** is legally liable following an award of costs by any court or tribunal or an out of court settlement made in connection with any claim or legal proceedings.

### Legal Representatives

means the solicitor, firm of solicitors, lawyer, advocate or other appropriately qualified person firm or company appointed to act on behalf of the **Insured Person**.

### Loss of Hearing

means total and irrecoverable deafness confirmed by audiometer and sound threshold tests.

### Loss of Limb

means in respect of:

- an arm – amputation or complete and permanent loss of use - at or above the wrist;
- a leg – amputation or complete and permanent loss of use - at or above the ankle (talo-tibial joint).

### Loss of Sight

means when the degree of sight remaining after correction is 3/60 or less on the Snellen Scale (which means the **Insured Person** is only able to see at 3 feet that which they should normally be able to see at 60 feet) and White Horse Insurance Ireland dac is satisfied that the condition is permanent and without expectation of recovery.

### Maximum Limit

means the maximum amount shown in the Schedule of Benefits payable for any **Insured Person** for all **Bodily Injury** arising from any one **Accident**.

### Medical Condition(s)

means any disease, **Bodily Injury** or **Illness**.

### Money

means coins, bank notes, postal or money orders, signed travellers cheques and other cheques, letters of credit, travel tickets, petrol coupons or other prepaid coupons which belong to or are in the custody and control of an **Insured Person** and are intended for travel, meals, **Accommodation** and personal expenditure only.

### Nuclear, Chemical or Biological Weapons or Agents

means the use of any nuclear weapon or device or the emission, discharge, dispersal, release or escape of any solid, liquid or gaseous Chemical Agent and/or Biological Agent.

### Out-patient

means an **Insured Person** whose treatment for an **Illness** or **Bodily Injury** does not necessitate confinement in a **Hospital**.

### Parent or Legal Guardian

means a person with parental responsibility, or a legal guardian, both being in accordance with the law of **Ireland**.

### Partner

means an **Insured Person** who is:

- The Principal Insured Person's spouse.
- The Principal Insured Person's civil partner registered pursuant to the Civil Partnership and Certain Rights and Obligations of Cohabitants Act 2010; or
- The Principal Insured Person's cohabiting partner (as defined in the Civil Partnership and Certain Rights and Obligations of Cohabitants Act 2010) i.e. an adult of the same or opposite sex who has lived with The Principal Insured Person's in an intimate relationship for five years, or for two years where there is a **Child** or **Children** of the relationship.
- someone of either sex with whom The Principal Insured Person has been living for at least three months as though they were The Principal Insured Person's spouse or civil partner.

### Period of Insurance

means the period between and inclusive of the dates shown from: and to: in the Policy Schedule commencing at 00.00 hours on the earliest date shown and expiring at midnight on the latest date shown. Both dates refer to local standard time at the address of the **Insured** as shown in the Schedule.

### Period of Cover

means the period within the **Period of Insurance** for which White Horse Insurance Ireland dac has accepted the appropriate **Premium**. Within the **Period of Cover**:

- The maximum duration of any one **Holiday** is as follows:

Category	Maximum duration of any one <b>Holiday</b>
Persons aged up to 79 years	31 days

- The maximum number of days for **Winter Sports Holidays** (cover for which is limited to those aged under 66 at the time the Policy was issued) in any one **Period of Insurance** is 21 days.

### Permanent Total Disablement

means disablement which:

- has lasted for at least 12 months; and
- which in White Horse Insurance Ireland dac's opinion is beyond hope of recovery; and
- will in all probability continue for the remainder of the **Insured Person's** life; and
- will prevent the **Insured Person** from engaging in or giving attention to business profession or occupation of any and every kind for the remainder of their life.

### Personal Belongings

means personal articles which are the property of the **Insured Person**; or property, other than **Business Equipment**, for which they are responsible; and which are taken on or acquired during the **Holiday**.

### Premium

means the amount specified or referred to in the Schedule in respect of the specified **Period of Insurance** which is payable by the **Principal Insured Person** to White Horse Insurance Ireland dac; any additional **Premium** payable for additional or extended cover.

### Principle Insured Person

means the **Insured Person** who applies for this insurance on their own behalf and on behalf of others – typically their **Partner** and/or **Children**.

### Public Transport

means any publicly licensed aircraft, sea vessel, train or coach on which You are booked to travel.

### Qualified Medical Practitioner

means a doctor or specialist, registered or licensed to practise medicine under the laws of the country in which they practise who is neither:

- an **Insured Person**; or
- a relative of such **Insured Person** unless approved by White Horse Insurance Ireland dac.

### Rearrangement Costs

means all reasonable costs incurred in transporting the original **Insured Person** to complete the curtailed **Holiday** provided that such costs shall be limited to economy fare travel and other essential expenses in transportation of the original **Insured Person** to the point at which the original **Holiday** was curtailed. The **Holiday** must be continued within six months of the original curtailment.

### Ski Equipment

means skis (including bindings), ski boots, ski poles, snowboards, snowboard bindings and snowboard boots.

## Terrorism

means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether 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.

## Travelling Companion

means a person(s) with whom the **Insured Person** has booked to travel or is travelling with on the same booking invoice.

## Unattended

means when the **Insured Person** cannot see or are not close enough to their **Personal Belongings, Valuables, Money**, property or vehicle to stop it being damaged or stolen

## Valuables

means jewellery, gold, silver, precious metal(s), precious or semiprecious stone articles, watches, telescopes, items made of leather (including designer footwear, handbags or purses), binoculars, sunglasses, reading / prescription glasses, furs, cameras, camcorders, photographic audio video computer television or telecommunications equipment (including mobile phones, mobile phone accessories, smart phones, personal digital assistant(s), blackberries, iPods, iPads, laptops, tablets, personal organizer's, notebooks, netbooks, kindles, eBooks, eReaders, CD's, DVD's, memory cards, speakers or headphones, Nintendo DS, games console, computer games and associated equipment).

## War

means armed conflict between nations, invasion, act of foreign enemy, hostilities (whether war declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

## Winter Sports

means the following:

1. skiing (including skiing outside the area of the normal compacted snow ski slope i.e. 'off-piste');
2. tobogganing;
3. snow boarding;
4. ice skating (other than on an indoor rink);
5. ski or ski bob racing;
6. mono skiing;
7. ski jumping;
8. ski boarding;
9. ice hockey; or
10. the use of bobsleighs or skeletons.

# Sports and Activities - Grade 1

The **Insured Person** is covered under the Personal Accident and Medical Expenses Sections for the following activities automatically, provided that the activity is on an **Incidental Basis**.

- Archery
- Badminton
- Baseball
- Basketball
- Beach Games
- Bungee Jump (1)
- Camel/Elephant Riding+
- Canoeing (Grade 1-3) – Life jacket and helmet must be worn
- Clay Pigeon Shooting+
- Cricket
- Cycling (excluding Mountain Biking) - a helmet must be worn in any country where it is required by law.
- Dinghy Sailing+
- Fell Walking
- Fencing
- Fishing
- Flying as a fare paying passenger in a fully licensed passenger carrying aircraft
- Football
- GAA Football
- Golf
- Hiking (under 2,000 metres altitude)
- Hockey
- Horse Riding (up to 7 days, no Polo, Hunting, Jumping) – wearing a helmet
- Ice Skating (Rink)
- Jet Boating +
- Jet Skiing+
- Jogging
- Kayaking (Grades 1 to 3) – Life jacket and helmet must be worn
- Manual Work (bar and restaurant work amateur musicians and singers, chalet maids, au pair/nanny, retail work, fruit picking and occasional light manual work at ground level but excluding the use of power tools or machinery)\*\*+
- Marathon Running
- Motorcycling up to 125cc (with the appropriate **Irish** motorcycle licence, wearing a crash helmet, no racing) +
- Netball
- Non manual work (including professional administrative or clerical duties only)
- Orienteering
- Paintballing +
- Parascending/ Parasailing (over water)
- Pony Trekking – wearing a helmet
- Quad biking up to 50cc (wearing a crash helmet, no racing)+
- Racquetball
- Rambling
- River Canoeing (Up to Grade 3) – Life jacket and helmet must be worn
- Roller Blading
- Rounders
- Rowing
- Running – sprint/ long distance
- Safari (**Ir/UK** organised)
- Sail Boarding
- Sailing within territorial waters +
- Scuba Diving\* down to 30 metres if qualified and not diving alone or accompanied by a qualified instructor (see notes below)
- Skate Boarding
- Snorkelling
- Squash
- Surfing (under 14 days)
- Tennis
- Tour Operator Safari
- Track Events
- Trekking (under 2,000 metres altitude)
- Volleyball
- War Games + (with eye protection)
- Water Polo
- Water Skiing
- White Water Rafting (Grades 1 to 3)
- Windsurfing
- **Winter Sports** (non-**Incidental Basis**)
- Yachting (racing/ crewing inside territorial waters)+

- \* Scuba diving – scuba diving to the following depths. Provided the **Insured Person** is diving under the direction of an accredited dive marshal, instructor or guide. Alternatively, if qualified, within the guidelines of the relevant diving or training agency or organization and not diving alone:
  - PADI Open Water – 18 metres
  - PADI Advanced Open Water – 30 metres\*
  - BSAC Ocean Diver – 20 metres
  - BSAC Sports Diver – 30 metres\*
  - BSAC Dive Leader – 30 metres\*

White Horse Insurance Ireland dac must agree with any equivalent qualification. If the **Insured Person** does not hold a qualification, White Horse Insurance Ireland dac will only cover the **Insured Person** to dive to a depth of 18 metres.

The **Insured Person** will not be covered under this policy if the **Insured Person** travels by air within 24 hours after participating in Scuba Diving.

- \* For the purposes of diving under Sports and Activities: Grade 1.
- + Cover under Section 6 - Personal Liability for those sports and activities marked with a + is excluded.

# Sports and Activities - Grade 2

50% load to cover all activities

The **Insured Person** can be covered under the Personal Accident and Medical Expenses Sections for the following activities provided that the activity is on an **Incidental Basis** (unless stated otherwise below) and subject to an additional **Premium** being paid and shown on the Policy Schedule.

Medical **Excess** increased to €320  
Personal Accident Sum insured reduced by 50%  
Personal Liability Cover is Excluded

- Boxing Training (No contact)
- Bungee Jump (up to 3 additional)
- Black Water Rafting (Grade 1 to 4) Life jacket and Helmet must be worn
- Camel/Elephant Riding/Trekking (non-**Incidental Basis**)
- Cycle Touring
- Go Karting (specific use)
- Horse Riding – wearing a helmet (no Polo, Hunting, Jumping)
- Hot Air Ballooning – organised pleasure rides only (non-**Incidental Basis**)
- Hurling
- Jet Skiing (non-**Incidental Basis**)
- Martial Arts (Training only)
- Mountain Biking
- Parascending/Parasailing (over water, non-**Incidental Basis**)
- Rambling/Trekking between 2,001m and 4,200m
- Safari (non-**Irl/UK** organised)
- Scuba Diving\* (non-**Incidental Basis**/down to 50m if qualified and not diving alone or accompanied by a qualified instructor (see notes below)
- Sea Canoeing – Life jacket and Helmet must be worn
- Sea Fishing (non-**Incidental Basis**)
- Surfing
- Tandem Skydive (up to 2 jumps maximum)
- Triathlon
- White Water Rafting (Grade 4) – Life jacket and Helmet must be worn
- Waterskiing/Windsurfing/Snorkelling (non-**Incidental Basis**)

- \* Scuba diving – scuba diving to the following depths. Provided the **Insured Person** is diving under the direction of an accredited dive marshal, instructor or guide. Alternatively, if qualified, within the guidelines of the relevant diving or training agency or organization and not diving alone:
- PADI Open Water – 18 metres
  - PADI Advanced Open Water – 30 metres
  - BSAC Ocean Diver – 20 metres
  - BSAC Sports Diver – 35 metres\*
  - BSAC Dive Leader – 50 metres\*

White Horse Insurance Ireland dac must agree with any equivalent qualification. If the **Insured Person** does not hold a qualification, White Horse Insurance Ireland dac will only cover the **Insured Person** to dive to a depth of 18 metres.

The **Insured Person** will not be covered under this policy if the **Insured Person** travels by air within 24 hours after participating in Scuba Diving.

\* For the purposes of diving under Sports and Activities: Grade 2.

# Sports and Activities - Grade 3

100% Loading to cover all activities

The **Insured Person** can be covered under the Personal Accident and Medical Expenses Sections for the following activities provided that the activity is on an **Incidental Basis** (unless stated otherwise below) and subject to an additional **Premium** being paid and shown on the Policy Schedule.

Medical **Excess** increased to €650  
Personal Accident Sum insured reduced by 50%  
Personal Liability Cover is Excluded

- Abseiling
- American Football
- Canoeing (Grade 4) – Life jacket and Helmet must be worn
- Gliding
- Kayaking (Grade 4) – Life jacket and Helmet must be worn
- Motorcycling over 125cc (non-**Incidental Basis** – with the appropriate **Irish** motorcycle licence, wearing a crash helmet, no racing)
- Paragliding
- Rambling/Trekking between 4,201m and 6,000m (professionally organised trips with experienced operators, maximum age 45 years)
- Rugby
- Sand Yachting
- Yachting (racing/crewing) outside territorial waters – Life jacket must be worn
- Zip Lining/Trekking (safety harness must be worn)

# Sports and Activities - Grade 4

200% Loading to cover all activities

The **Insured Person** can be covered under the Personal Accident and Medical Expenses Sections for the following activities provided that the activity is on an **Incidental Basis** (unless stated otherwise below) and subject to an additional **Premium** being paid and shown on the Policy Schedule.

Medical **Excess** increased to €650  
Personal Accident Sum insured reduced by 50%  
Personal Liability Cover is Excluded

- Canyoning
- Hang Gliding
- High Diving under 5m (excluding cliff diving)
- Horse Jumping – wearing a helmet (no Polo, Hunting)
- Kite Surfing
- Micro Lighting
- Parachuting
- Parasailing/Parascending (over land, non-**Incidental Basis**)
- Rock Climbing (under 2,000m)
- Rock Scrambling (under 4,000m)

Continued on the next page



# What This Policy Covers

The cover provided by these sections or sub-sections will apply only to losses occurring during a Period of Insurance and if a benefit amount is shown in the relevant section or sub-sections in the Schedule.

## Section 1: Personal Accident

If an **Accident** occurs during the **Period of Insurance** and **Effective Time** that causes **Bodily Injury** to an **Insured Person** which results in:

- a) **Death**
- b) **Loss of** one or more **limbs**
- c) **Loss of sight** in one or both eyes
- d) **Permanent Total Disablement**

White Horse Insurance Ireland dac will pay the **Insured Person** the amounts shown in the Schedule of Benefits.

## Special Conditions

1. White Horse Insurance Ireland dac will not pay more than one of the benefits a) to d) in respect of any one **Insured Person** for **Bodily Injury** arising from the same loss.
2. White Horse Insurance Ireland dac will not pay more than the **Maximum Limit** for benefits a) to d) as shown in Section 1 Personal Accident of the Schedule of Benefits for any one **Insured Person** arising from the same loss.
3. The **Maximum Limit** payable in respect of **Death** of an **Insured Person** under 18 years of age (or under 23 years of age if in **Full Time Education**) shall not exceed €10,000.
4. If the **Insured Person** was already disabled before the **Accident** or already had a condition which is gradually getting worse, White Horse Insurance Ireland dac may reduce its payment. Any reduced payment will be based on White Horse Insurance Ireland dac's medical assessment of the difference between: a) the disability after the **Accident**; and b) the extent to which the disability is affected by the disability or condition before the **Accident**.
5. Any contributory degenerative condition or disablement (as determined by a **Qualified Medical Practitioner**) known by the **Insured Person** to be in existence at the time of sustaining **Bodily Injury** will be taken into account by White Horse Insurance Ireland dac in assessing the level of benefit payable.

## Section 2: Medical Expenses and Other Travel Expenses

### Special provision applicable to Section 2

Other than in the case of an emergency where immediate action is required to avert serious health or life threatening consequences, the **Insured Person** must first contact the Emergency Assistance Service for advice and assistance to be taken prior to incurring any costs described hereafter.

Failure to seek such prior advice and assistance may result in White Horse Insurance Ireland dac declining to pay for any costs incurred.

If the **Insured Person** becomes ill, suffers **Bodily Injury** or **Complications of Pregnancy** during a **Holiday**, White Horse Insurance Ireland dac will pay the **Insured Person** up to the amounts shown in the Schedule of Benefits less the deduction of any **Excess** amount shown in the Schedule of Benefits for any one **Holiday** in respect of:

## A. Medical Expenses Incurred Outside Ireland

All reasonable costs necessarily incurred outside **Ireland** (or outside of the normal country of residence of the **Insured Person** if different) for **Hospital**, nursing home, ambulance, surgical or other diagnostic or remedial treatment given or prescribed by a **Qualified Medical Practitioner**.

For medical expenses incurred in the United States of America (USA), White Horse Insurance Ireland dac will only pay for reasonable and necessary emergency treatment, surgical, **Hospital** and transportation costs in accordance to the negotiated rate with the provider, if one exists. If no negotiated rate with a provider exists, then White Horse Insurance Ireland dac will pay a maximum amount of 150% of the USA Medicare rate.

Dental treatment is provided for the immediate relief of pain (to natural teeth only) up to a limit of €500 provided that such treatment is necessarily incurred by reason of a medical or dental emergency.

White Horse Insurance Ireland dac will normally arrange for the **Insured Person** to be admitted to a **Hospital** for treatment in a public ward. Private treatment will be considered only where it is deemed necessary e.g. where, in the opinion of White Horse Insurance Ireland dac, treatment in a public ward cannot be facilitated or cannot provide the treatment within a reasonable period of time.

White Horse Insurance Ireland dac will only pay for any one loss under this Section for expenses up to one year from the date of **Bodily Injury** or commencement of **Illness** up to the sum insured shown in the Schedule of Benefits less the deduction of any **Excess** provided that other than in the case of an emergency where immediate action is required to avert serious health or life threatening consequences, the **Insured** or the **Insured Person** must first contact the Emergency Assistance Service for advice and assistance to be taken prior to incurring any costs.

## B. Emergency Repatriation Expenses

All reasonable costs necessarily incurred in repatriating the **Insured Person** to the most suitable **Hospital** or to the **Insured Person's** home address in **Ireland** (or outside of the normal country of residence of the **Insured Person** if different) provided that such repatriation is medically necessary and organised by the Emergency Assistance Service.

White Horse Insurance Ireland dac will only pay for any one loss under this Section for expenses up to one year from the date of **Bodily Injury** or commencement of **Illness** up to the sum **Insured** shown in the Schedule of Benefits less the deduction of any **Excess**.

## C. Overseas Hospital Confinement

After admission to a **Hospital** as an **In-Patient** for a continuous period of 24 hours or more on the advice of and under the constant supervision of a **Qualified Medical Practitioner**, White Horse Insurance Ireland dac will pay the **Insured Person** the **Benefit Amount** shown in the Schedule of Benefits for each complete twenty-four hour period of such **Hospital Confinement** up to the maximum benefit shown in the Schedule of Benefits.

## D. Other Travel Expenses

All reasonable additional costs necessarily incurred following the **Death**, **Bodily Injury** or **Illness** of an **Insured Person** for:

1. travel and **Accommodation** of up to two relatives, or friends of the **Insured Person** who on medical advice from a **Qualified Medical Practitioner** are advised to travel to or remain with the **Insured Person**.
2. funeral expenses incurred in the burial or cremation of the **Insured Person Abroad**.
3. transporting the **Insured Person's** body or ashes for burial in **Ireland**.

## Section 3: Personal Belongings

If the **Insured Person** sustains loss of or damage to **Personal Belongings** during a **Holiday** White Horse Insurance Ireland dac will pay the **Insured Person** in respect of such loss or damage up to the amount shown in the Schedule of Benefits less the deduction of any **Excess** amount shown in the Schedule of Benefits for any one **Holiday** provided that:

- a) any item that is lost or stolen, the **Insured Person** must, as soon as possible and in any **Event** within 48 hours of the loss or theft being discovered notify the loss to the Police or other appropriate authorities and obtain a written loss report
- b) on the happening of any loss or damage White Horse Insurance Ireland dac shall be entitled:
  1. to take and keep possession of any article and to deal with salvage in a reasonable manner
  2. at its own option to repair or replace any article for which it is liable
- c) in the **Event** of total loss or destruction of any article of **Personal Belongings** the basis of settlement shall be the cost of replacing the article as new provided that:
  1. the replacement article is substantially the same but not better than the original article when new
  2. proof of purchase/ownership is provided for articles valued in excess of €200
  3. the receipt for the replacement item is provided
  4. if an **Insured Person** cannot evidence their ownership of a **Personal Belonging**, then a deduction will be made for wear, tear and depreciation in the value of that **Personal Belonging**.

### Delayed Personal Belongings

If access is denied to all or part of the **Insured Person's Personal Belongings** for more than the number of hours shown in the Schedule of Benefits during any stage of a **Holiday** (other than the final return stage to **Ireland**) for any reason outside the **Insured Person's** control, White Horse Insurance Ireland dac will reimburse the **Insured Person** in respect of sums paid for the purchase of essential items of replacement clothing or toilet requisites up to the amount shown in the Schedule of Benefits. Any amounts paid under this **Delayed Personal Belongings** benefit will be deducted from any subsequent amounts payable under this section in respect of the same loss.

## Section 4: Money

A. If the **Insured Person** sustains loss or damage to **Money** during a **Holiday**, White Horse Insurance Ireland dac will pay the **Insured Person** in respect of such loss up to the amount shown in the Schedule of Benefits less the deduction of any **Excess** amount shown in the Schedule of Benefits for any one **Holiday**

provided that in respect of:

the **Money** that is lost or stolen, the **Insured Person** must within 48 hours of the loss or theft being discovered notify the loss to the Police or other appropriate authorities and obtain a written loss report.

### B. Fraudulent Use of Credit, Debit or Charge Cards

If during a **Period of Insurance** the **Insured Person** sustains financial loss directly as a result of a credit, debit or charge card being lost or stolen during a **Holiday** and subsequently being used fraudulently by any person other than:-

- i) the **Insured Person**; or
- ii) a member of the **Insured Person's** family.

White Horse Insurance Ireland dac will pay the **Insured Person** an amount equivalent to such loss provided that the terms and conditions under which such card has been issued have been fully complied with for such loss up to the amount shown in the Schedule of Benefits for any one **Holiday**.

## C. Emergency Replacement of Passport, Visa, Travel Documents or Driving Licence

If during a **Holiday** the **Insured Person** sustains loss or theft of or damage to:

1. their passport, visa or other essential travel documents White Horse Insurance Ireland dac will pay the **Insured Person** in respect of fees charged and any reasonable additional travel or **Accommodation** expenses incurred in replacing them; or
2. their Driving Licence or International Driving Licence White Horse Insurance Ireland dac will pay the **Insured Person** in respect of fees charged by the appropriate authorities in obtaining any official temporary driving licence or replacement licence up to the amounts shown in the Schedule of Benefits for any one **Insured Person**.

## Section 5: Disruption

### A. (i) Cancellation, Curtailment or Alteration of Itinerary Expenses

If an **Insured Person** is forced to:

- i) cancel any part of a planned **Holiday** prior to the commencement of that **Holiday**; or
- ii) curtail or alter the itinerary or any part of a planned **Holiday**;

as the direct and necessary result of:

- a) the death, **Bodily Injury, Illness** or **Complications of Pregnancy** of:
  - i) the **Insured Person**
  - ii) the **Insured Person's Travelling Companion**
  - iii) any person with whom the **Insured Person** has arranged to reside temporarily
  - iv) the **Insured Person's Close Relative**
  - v) the **Insured Person's Close Business Associate**

b) Compulsory quarantine, on the orders of the treating doctor, jury service attendance or being called as a witness at a Court of Law of the **Insured Person** or the **Insured Person's Travelling Companion**.

c) Redundancy (which qualifies for payment under the current **Irish** redundancy payment legislation and at the time of booking the **Holiday** there was no reason to believe anyone would be made redundant) of **Insured Person** or **Insured Person's Travelling Companion**.

d) the **Insured Person** or any person whom the **Insured Person** is travelling or has arranged to travel with are a member of the Armed Forces, Garda, Police, Fire, Nursing or Ambulance Services or employees of a Government Department and they have their authorised leave cancelled or are called up for operational reasons, provided that such cancellation or **Curtailment** could

not reasonably have been expected at the time when the **Insured Person** purchased this insurance or at the time of booking any **Holiday**;

- e) Burglary at the **Insured Person's Home** within 48 hours of the **Insured Person's** departure or the police requesting the **Insured Person** to return to their home **Due To** serious damage to the **Insured Person's** home caused by fire, aircraft, explosion, storm, flood, subsidence, malicious persons or theft;

White Horse Insurance Ireland dac will pay the **Insured Person** in respect of:

- a) loss of deposits, or charges for advance payments for travel or **Accommodation** or other charges which have not been or will not be used, but which become forfeit or payable under contract up to the amount shown in the Schedule of Benefits for any one **Holiday**.
- b) reasonable additional travel and **Accommodation** costs necessarily incurred in returning an **Insured Person** home provided that: such travel is of a standard no greater than the class of transport on the outbound journey; and

### A. (ii) Cancellation Due to Airline Strike

- 1. If the **Insured Person's** pre-booked flight is cancelled **Due To** strike or industrial action taken by the staff of the airline on which the **Insured Person** was **Due To** travel White Horse Insurance Ireland dac will pay the **Insured Person** in respect of loss of deposits, or charges for advance payments for **Accommodation** at their intended destination which will not be used but which become forfeit or payable under contract up to the amount shown in the Schedule of Benefits for any one **Holiday**.

Provided that In the **Event** of strike or industrial action;

- a) the **Insured Person** must:
  - i) obtain written confirmation from the airline of the date and duration on which the strike or industrial action occurred.
  - ii) provide the **Insured Person's** unused travel tickets.
  - iii) provide receipts or bills for any **Accommodation** cost claimed for.
- 2. the **Insured Person** may claim either under this sub-section or sub-section B ii) Delayed Departure for the same **Event**, not both.

### B. Travel Delay

- i) If the outward or return departure of the aircraft, sea vessel or publicly licensed conveyance (including pre-booked connecting publicly licensed transportation) in which the **Insured Person** has arranged to travel as part of a **Holiday** is delayed for at least the number of hours shown in the Schedule of Benefits from the departure time indicated by the carrier **Due To** strike, industrial action, adverse weather conditions, mechanical breakdown or structural defect affecting that aircraft, sea vessel or publicly licensed conveyance White Horse Insurance Ireland dac will pay the amounts shown in the Schedule of Benefits or the cost of the **Holiday** whichever is the lesser.
- ii) if a **Holiday** is abandoned after a delay of at least 24 hours of the scheduled departure from **Ireland Due To** strike, industrial action, adverse weather conditions, mechanical breakdown or structural defect affecting that aircraft, sea vessel or publicly licensed conveyance White Horse Insurance Ireland dac will pay the **Insured Person** in respect of loss of deposits, or charges for advance payments for travel or **Accommodation** or other charges which have

not been or will not be used, but which become forfeit or payable under contract up to the amount shown in the Schedule of Benefits for any one **Holiday**.

**Please note: only those types of delays listed above are covered.**

### C. Missed Departure

- 1. If the **Insured Person** arrives too late at their international departure point including airport, sea port, coach or train station to commence a booked journey from or to **Ireland Due To**:
  - i) the car they are using for travel breaking down or being involved in an **Accident**; or
  - ii) the **Public Transport** they are using for travel failing to arrive on schedule;
- 2. If, as a result of 1. above, the **Insured Person** arrives too late to travel on any onward connecting flights to their final destination.

White Horse Insurance Ireland dac will pay up to the amount shown in the Schedule of Benefits for necessary and reasonable **Accommodation** and travel expenses to enable the **Insured Person** to reach their final scheduled destination.

### D. Hijack

If during a **Holiday** the **Insured Person** is **Hijacked** White Horse Insurance Ireland dac will pay the **Insured Person** the amount shown in the Schedule of Benefits for each complete day that an **Insured Person** is forcibly or illegally detained up to the maximum amount shown in the Schedule of Benefits.

### E. Catastrophe

If during a **Holiday** the **Insured Person** is forced to move from the pre-booked **Accommodation** as a result of fire, lightning, explosion, earthquake, storm, tempest, hurricane, flood, tsunami, medical epidemic or local Government directive which is confirmed in writing by local or national authority and the tour company or travel agent is unable to assist White Horse Insurance Ireland dac will pay up to the amount shown in the Schedule of Benefits that for irrecoverable travel or **Accommodation** costs necessarily incurred to continue with the **Holiday** or if the **Holiday** cannot be continued for the **Insured Person's** return home.

### F. End Supplier Failure

White Horse Insurance Ireland dac will pay the **Insured Person** up to the amount shown in the Schedule of Benefits for:

- 1. Irrecoverable sums paid in advance in the **Event** of insolvency of the Travel or Accommodation provider not forming part of an inclusive **Holiday** prior to departure
- or
- 2. In the **Event** of insolvency after departure:
  - a) additional pro rata costs incurred by the Person-Insured in replacing that part of the travel arrangements to a similar standard of transportation as enjoyed prior to the curtailment of the travel arrangements
  - or
  - b) if curtailment of the **Holiday** is unavoidable - the cost of return transportation to the Ireland to a similar standard of transportation as enjoyed prior to the curtailment of the travel arrangements.

PROVIDED THAT in the case of 2(a) and (b) above where practicable the Person-Insured shall have obtained the approval of the insurer prior to incurring the relevant costs by contacting the insurer as set out below

## We Cover:

For the insolvency of any travel arrangements booked in **Ireland** (not forming part of an inclusive **Holiday**) and not bonded or insured already.

These would include:

Scheduled airlines  
Hotels;  
Car ferries;  
Villa's abroad & cottages  
Railway journeys including the Eurostar;  
Coach journeys;  
Cruises not bonded;  
Car hire;  
Caravan sites / campsites / mobile homes;  
Camper rental;  
Safaris;  
Excursions;  
Eurotunnel;  
Theme parks such as Disneyland Paris

## G. Cruise Connection

If the **Insured Person** fails:

- a) to arrive at the original embarkation point in time to board the cruise ship on which they were booked to travel,
- b) to disembark at the original disembarkation place in time to reach their international flight departure point;

as a direct result of:

- a) the failure of any scheduled **Public Transport**
- b) the failure of the **Insured Person's** booked cruise ship
- c) strike, industrial action or adverse weather conditions;

White Horse Insurance Ireland dac will pay up to the amount shown in the Schedule of Benefits for reasonable additional travel and **Accommodation** (room only) expenses necessarily incurred in reaching the next available embarkation point of the **Insured Person's** cruise itinerary.

## Section 6: Personal Liability

If the **Insured Person** becomes legally liable to pay damages in respect of:

1. **Accidental Bodily Injury** (which shall include **Death, Illness** and disease) to any person; and/or
2. **Accidental** loss of or damage to material property

occurring during and arising out of the **Holiday**, White Horse Insurance Ireland dac will indemnify the **Insured Person** for all such damages payable in respect of each occurrence or a series of occurrences arising directly or indirectly from one source or original cause up to the Limit of Liability for this Section shown in the Schedule of Benefits.

White Horse Insurance Ireland dac will also pay in connection with such liability:

1. all costs and expenses recoverable by a claimant from the **Insured Person**;
2. all costs and expenses incurred with the written consent of White Horse Insurance Ireland dac;
3. solicitors' fees for representation at any coroner's inquest or fatal accident enquiry or in any Court of Summary Jurisdiction;

except that in respect of occurrences happening in or claims or legal proceedings brought or originating in the United States of America and Canada or any other territory within the jurisdiction of either such country, costs and expenses described in 1, 2 and 3 above are deemed to be included in the Limit of Liability for this Section shown in the Schedule of Benefits provided that:

1. no admission, offer, promise or indemnity shall be made without the consent of White Horse Insurance Ireland dac which shall be entitled to take over and conduct in the **Insured Person's** name the defence or settlement of any claim or to prosecute in the **Insured Person's** name for its own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the **Insured Person** shall give all information and assistance as White Horse Insurance Ireland dac may require. Every letter, claim, writ, summons and process shall be forwarded to White Horse Insurance Ireland dac on receipt. Written notice shall be given to White Horse Insurance Ireland dac immediately the **Insured Person** shall have notice of any prosecution or inquest in connection with any circumstances which may give rise to liability under this Section.
2. White Horse Insurance Ireland dac may at any time pay to the **Insured Person** in connection with any claim or series of claims the amount shown in the Schedule of Benefits as the Limit of Liability for this Section (after deduction of any sum(s) already paid as compensation) or any lesser amount for which such claim(s) can be settled and upon such payment being made White Horse Insurance Ireland dac shall relinquish the conduct and control of and be under no further liability in connection with such claim(s) except for the payment of costs and expenses recoverable or incurred prior to the date of such payment.
3. the **Insured Person** shall as though they were the Insured observe, fulfil and be subject to the terms, Specific Exclusions and Specific Conditions of this Section.

## Section 7: Legal Expenses

White Horse Insurance Ireland dac agrees to provide the insurance described in this Section, in return for payment of the **Premium** and subject to the terms, conditions, exclusions and limitations set out in this Section, provided that:

1. **Reasonable Prospects** exist for the duration of the claim
2. the **Date of Occurrence** of the **Insured Incident** is during the **Period of Insurance**
3. any legal proceedings will be dealt with by a court, or other body which White Horse Insurance Ireland dac agree to, within the **Countries Covered** and
4. the **Insured Incident** happens within the **Countries Covered**.

### What White Horse Insurance Ireland dac will pay

White Horse Insurance Ireland dac will pay an **appointed representative**, on your behalf, **costs and expenses** incurred following an **insured incident**, provided that:

- a) the most White Horse Insurance Ireland dac will pay for all claims resulting from one or more **Event** arising at the same time or from the same originating cause is €30,000
- b) the most White Horse Insurance Ireland dac will pay in **costs and expenses** is no more than the amount White Horse Insurance Ireland dac would have paid to a **preferred law firm**

- c) in respect of an appeal or the defence of an appeal, the **insured person** must tell White Horse Insurance Ireland dac within the time limits allowed that the **insured person** wants to appeal. Before White Horse Insurance Ireland dac pay the **costs and expenses** for appeals, White Horse Insurance Ireland dac must agree that **reasonable prospects** exist
- d) for an enforcement of judgment to recover money and interest **Due To the insured person** after a successful claim under this section, White Horse Insurance Ireland dac must agree that **reasonable prospects** exist, and
- e) where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most White Horse Insurance Ireland dac will pay in **costs and expenses** is the value of the likely award.

### What White Horse Insurance Ireland dac will not pay

In the **Event** of a claim, if the **insured person** decides not to use the services of a **preferred law firm**, the **insured person** will be responsible for any costs that fall outside the White Horse Insurance Ireland dac **Standard Terms of Appointment** and these will not be paid by White Horse Insurance Ireland dac

### Definitions applicable to this Section

The following words have these meanings wherever they appear in this section in **bold**:

#### appointed representative

The **preferred law firm**, law firm, accountant or other suitably qualified person White Horse Insurance Ireland dac will appoint to act on behalf of the **insured Person**.

#### costs and expenses

- a) All reasonable and necessary costs chargeable by the **appointed representative** and agreed by White Horse Insurance Ireland dac in accordance with the White Horse Insurance Ireland dac **Standard Terms of Appointment**.
- b) The costs incurred by opponents in civil cases if the **insured person** has been ordered to pay them, or the **insured person** pays them with White Horse Insurance Ireland dac's agreement.

#### countries covered

Worldwide

#### White Horse Insurance Ireland dac Standard Terms of Appointment

The terms and conditions (including the amount White Horse Insurance Ireland dac will pay to an **appointed representative**) that apply to the relevant type of claim, which could include a conditional fee agreement (no win, no fee).

#### date of occurrence

The date of the **Event** that leads to a claim. If there is more than one **Event** arising at different times from the same originating cause, the **date of occurrence** is the date of the first of these **Events**. (This is the date the **Event** happened, which may be before the date the **insured person** first became aware of it.)

#### insured person

The person stated on the Policy certificate as being insured

#### preferred law firm

A law firm or barristers' chambers White Horse Insurance Ireland dac choose to provide legal services. These legal specialists are chosen as they have the proven expertise to deal with the **insured person's** claim and must comply with White Horse Insurance Ireland dac's agreed service standard levels, which White Horse Insurance Ireland dac audit regularly. They are appointed according to the White Horse Insurance Ireland dac **Standard Terms of Appointment**.

#### reasonable prospects

For civil cases, the prospects that the **insured person** will recover losses or damages (or obtain any other legal remedy that White Horse Insurance Ireland dac have agreed to, including an enforcement of judgment), makes a successful defence or make a successful appeal or defence of an appeal, must be at least 51%. White Horse Insurance Ireland dac, or a **preferred law firm** on White Horse Insurance Ireland dac behalf, will assess whether there are **reasonable prospects**.

#### insured incident

A specific or sudden **Accident** that causes Death or **Bodily Injury** to the **insured person**.

### Section exclusions (also see General policy exclusions)

White Horse Insurance Ireland dac will not pay for the following:

1. A claim where an insured person has failed to notify White Horse Insurance Ireland dac of the insured incident within a reasonable time of it happening and where this failure adversely affects the **Reasonable Prospects** of a claim or White Horse Insurance Ireland dac consider their position has been prejudiced.
2. An incident or matter arising before the start of this cover.
3. **Costs and Expenses** incurred before White Horse Insurance Ireland dac's written acceptance of a claim.
4. any claim relating to any **Illness** or **Bodily Injury** that happens gradually or is not caused by a specific or sudden **Accident**.
5. any claim relating to psychological injury or mental illness.

## Section 8 : Winter Sports

- a) If during a **Holiday** the **Insured Person's Winter Sports** equipment is:
  - i) lost or broken in an **Accident**; or
  - ii) lost or misplaced by an airline or other Carrier on the outward journey from **Ireland** and delayed for at least 12 hours after the arrival of the **Insured Person** at his or her destination;

White Horse Insurance Ireland dac will pay:

- i) up to the amount shown in the Schedule of Benefits to repair or replace lost or damaged equipment;
  - ii) up to the amount shown in the Schedule of Benefits for each full 24 hour period it is necessary for an **Insured Person** to hire **Winter Sports** equipment;
- b) If, following:
    - i) an **Accident** or **Illness**;
    - ii) loss or theft of his or her ski pass;

White Horse Insurance Ireland dac will pay the amount shown in the Schedule of Benefits, for each 24 hour period up to the maximum payable shown in the Schedule of Benefits to cover the value of an unused ski pass belonging to an **Insured Person**, and hire or tuition fees which an **Insured Person** cannot recover.

- c) If during a **Holiday** an **Insured Person** is unable to ski because there is a lack of snow in the pre-booked resort and no alternative skiing available, White Horse Insurance Ireland dac will pay the amount shown in the Schedule of Benefits for each full 24 hour period up to the maximum payable amount shown in the Schedule of Benefits.



- d) If, during a **Holiday**, an avalanche results in the closure of skiing facilities (excluding cross-country skiing) in **Insured Person's** resort and it is not possible to ski White Horse Insurance Ireland dac will pay the **Insured Person** up to the amount shown in the Schedule of Benefits for the cost of transport organised by the tour operator to an alternative site. The cover only applies:
- i) to the resort which the **Insured Person** has pre-booked for a period exceeding 12 hours and for so long as such conditions prevail at the resort, but not exceeding the pre-booked period of the **Insured Person's Holiday** and
  - ii) to **Holidays** taken outside **Ireland** during the published ski season for the **Insured Person's** resort.
- e) if an **Insured Person's** outward or return journey is delayed by an avalanche for more than 12 hours from the scheduled departure time on his or her travel ticket White Horse Insurance Ireland dac will pay up to the amount shown in the Schedule of Benefits for additional and necessary travel and **Accommodation** costs.

## What This Policy Does Not Cover

This Part of the policy provides details of all Exclusions.

Exclusions applicable to all sections of the policy are listed first, followed by Exclusions applicable to each individual section of the policy.

White Horse Insurance Ireland dac will not pay any claim which is caused by or results from:

1. the **Insured Person** committing a criminal act or taking part or whilst engaged in civil commotions or riots of any kind;
2. the misuse of alcohol or solvents, or as a result of drugs ingested (except for drugs which are properly prescribed), or whilst driving with an alcohol level in the blood which exceeds the legal limit of the country in which the **Insured Person** is driving;
3. the **Insured Person** travelling to any country which is or whose armed forces are engaged in **War** within its own borders;
4. the **Insured Person** being a full time member of the armed forces of any nation or international authority or a member of any reserve forces called out for permanent service;
5. the **Insured Person** engaging in any form of air travel, unless travelling as a fare-paying passenger in an aircraft which is provided and operated by an airline or air charter company which must be licensed for this;
6. the **Insured Person** engaging in Sports and Activities except where permitted by the Sports and Activities section
7. **War** in the **Ireland** or country of residence; In respect of Personal Liability this exclusion 6 is replaced by Exclusion 18 g in the Personal Liability Section.)
8. suicide, attempted suicide or deliberate self-inflicted **Bodily Injury** by the **Insured Person** regardless of the state of their mental health;
9. any act of **Terrorism** involving the use of **Nuclear, Chemical or Biological Weapons or Agents**;
10. travel to a country (or specific area within a country) to which the Travel Advice Unit of the Department of Foreign Affairs or similar body has advised all or all but essential travel be avoided;

11. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel including the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
12. Your failure to comply with the Important Conditions Relating To Health Section of this insurance contract.

## White Horse Insurance Ireland dac will not pay:

1. any claim under Section 1 (Personal Accident) of this Policy for:
  - a) post traumatic stress disorder or related syndromes or any psychological or psychiatric condition;
  - b) repetitive stress (strain) Injury or syndrome or any gradually operating cause;
  - c) any **Illness** or disease not directly resulting from **Bodily Injury**;
  - d) Any claim for more than the **Maximum Limit** per **Insured Person**; as shown in the Schedule of Benefits.
  - e) disease or any physical defect, **Bodily Injury** or **Illness** which existed before the **Holiday**;
  - f) any physical defect, infirmity or medical condition for which medical advice or treatment has been received within the 24 months prior to an **Insured Person's** effective date of cover.
  - g) **Permanent Total Disablement** where the **Insured Person** is retired from gainful employment and receiving a pension of any kind.
2. any claim under Section 2 (Medical Expenses) of this Policy for:
  - a) where a **Holiday** is undertaken against the advice of a **Qualified Medical Practitioner** or where the purpose of the **Holiday** is to receive medical treatment or advice;
  - b) cosmetic treatment unless agreed by White Horse Insurance Ireland dac and necessary as a result of **Accidental Bodily Injury**;
  - c) expenses which are recovered from any national insurance programme which is applicable to the **Insured Person**;
  - d) expenses incurred twelve months after the date of incurring the first expense;
  - e) dental or optical expenses other than those incurred in providing the minimum treatment necessary to relieve pain and discomfort for the duration of the **Holiday**;
  - f) costs of medication known by the **Insured Person** to be required or continued whilst on a **Holiday**;
  - g) treatment or **Hospital Confinement** which in any way arises from or is attributable to any Human Immunodeficiency Virus infection or related syndrome unless it can be proved to the reasonable satisfaction of White Horse Insurance Ireland dac and their medical advisors that this was contracted as a result of a blood transfusion or other medical treatment received for an unrelated **Bodily Injury** or **Illness** whilst on a **Holiday**.

h) Your failure to comply with the Important Conditions Relating To Health Section of this insurance contract.

### 3. any claim under Section 3 (Personal Belongings) of this Policy for:

- a) loss of **Valuables** left **Unattended**;
- b) vehicles or their accessories;
- c) loss of any items left **Unattended** in a motor vehicle unless kept out of sight in a locked boot or compartment or under the purpose built luggage cover of an estate or hatchback car;
- d) more than a reasonable proportion of the total value of a pair or set where the lost or damaged article is part of a pair or set;
- e) loss or corruption of or damage to software, information or data contained in any computer, tapes or recording equipment or any cost incurred in repairing or replacing such information, software, data, computers, tapes or recording equipment;
- f) loss or damage **Due To**:
  - i) moth, vermin, wear and tear, atmospheric or climatic conditions or gradual deterioration; or
  - ii) inherent mechanical or electrical failure, breakdown or derangement; or
  - iii) any process of cleaning, restoring, repairing or alteration;
- g) loss or damage occurring in the custody of an airline or other transport carrier unless reported immediately upon discovery and in the case of an airline a Property Irregularity Report obtained;
- h) loss or damage to any items sent as freight or under an airway-bill or bill of lading;
- i) loss **Due To** confiscation or detention by customs or any other authority;
- j) any items of household furniture, household appliances or household equipment;
- k) loss or damage to **Business Equipment**;
- l) loss or damage to **Money**.

### 4. any claim under Section 4 (Money) of this Policy for:

- a) Loss or theft of **Money** left **Unattended**;
- b) Loss or theft of credit, debit or charge cards and/or loss or theft of or damage to passport, driving licence or other travel documents:
  - i) left **Unattended**;
  - ii) not reported to the police and/or appropriate authorities within forty-eight hours of discovery or earlier if required by the card issuer and obtain a written loss report;
- c) loss **Due To** confiscation or detention by customs or any other authority;
- d) loss **Due To** devaluation of currency or shortages **Due To** errors or omission during monetary transaction;

### 5. any claim under Section 5Ai (Cancellation, alteration or curtailment) of this Policy for:

- a) expenses incurred where a **Holiday** is undertaken against the advice of a **Qualified Medical Practitioner** or where the purpose of the **Holiday** is to receive medical treatment or advice;
- b) expenses incurred as the result of the default or financial failure of any transport or **Accommodation** provider, of any agent acting for them (other than those covered by Section 5f) or of any agent acting for the **Insured** or **Insured Person**
- c) expenses incurred as a result of disinclination of an **Insured Person** to travel or, if on a **Holiday**, disinclination to continue;
- d) expenses incurred where a **Holiday** is cancelled as a result of redundancy or resignation of the **Insured Person** or of the termination of the **Insured Person's** employment within 31 days of the commencement of a pre-booked **Holiday**;
- e) expenses incurred where a **Holiday** is curtailed, altered or rearranged or where an **Insured Person** must be replaced as a result of redundancy or resignation of the **Insured Person** or of the termination of the **Insured Person's** employment once a **Holiday** has commenced;
- f) any expenses incurred as result of adverse changes in the **Insured's** or an **Insured Person's** financial circumstances;
- g) any expenses incurred as a result of regulations or order made by any Public Authority or Government;
- h) Your failure to comply with the Important Conditions Relating To Health Section of this insurance contract.

### 6. any claim under Section 5Aii (Cancellation due to airline strike)

- a) any expenses incurred as a result of strike, which existed or the possibility of which existed and for which advance warning had been given before the date on which the insured **Holiday** was booked.
- b) any additional accommodation costs incurred by the **Insured Person**:
  - i) where the airline has offered reasonable alternative travel arrangements.
  - ii) which are recoverable from the airline or for which the **Insured Person** receives or is expecting to receive compensation.

### 7. any claim under Section 5b (Travel Delay) of this Policy for:

- a) the **Excess** if a **Holiday** is abandoned;
- b) additional travel and accommodation expenses for **Curtailment and Rearrangement Costs** where the means of transport and/or accommodation used is of a standard superior to that of the outbound leg of the **Holiday**;
- c) if an **Insured Person** does not:
  - i) check-in before the scheduled departure time shown on his or her travel itinerary unless the failure was itself **Due To** strike or industrial action; or
  - ii) provide White Horse Insurance Ireland dac with written details from the airline, shipping company, coach or train operators describing the length of, and reason for, the delay;

- d) if an aircraft, sea vessel, coach or train is taken out of service on the instructions of a Civil Aviation Authority, Port Authority or similar authority;
- e) if a strike or industrial action could be reasonably expected when a **Holiday** is booked;
- f) a charge or expense paid for or to be discharged with any kind of promotional voucher.
- g) the **Insured Person** cancelling the **Holiday** and being eligible for indemnity the cancellation sub-section.

#### 8. any claim under Section 5c (Missed Departure) of this Policy for:

- a) accommodation and travel expenses where the means of transport and/or accommodation used is of a standard superior to that of the booked journey or **Holiday**;
- b) if the **Insured Person** does not provide original written:
  - i) evidence from a motoring organisation or garage that the car used for travel is roadworthy and properly maintained; or
  - ii) details from the operators of **Public Transport** used for travel of the length of, and reason for, the delay;
- c) the **Excess**;
- d) if the **Insured Person** has not allowed sufficient time for the journey;
- e) for a missed departure caused by strike or industrial action that could be reasonably expected when the **Holiday** was booked.

#### 9. any claim under Section 5d (Hijack) of this Policy for:

- a) Claims not substantiated by a written police report confirming the length and exact nature of the incident.
- b) being **Hijacked** when the scheduled destination of the flight is or is by way of a country in a state of **War**;

#### 10. any claim under Section 5e (Catastrophe) of this Policy for:

- a) which written confirmation is not provided from the local or national authority stating that it was not acceptable for the **Insured Person** to remain in their booked accommodation.

#### 11. any claim under Section 5f (End Supplier Failure) for:

- a) Travel or **Accommodation** not booked within Ireland prior to departure;
- b) The Financial Failure of:
  - i) any Travel or Accommodation provider in Chapter 11 or any threat of insolvency being known as at the Insured's date of application for this Policy;
  - ii) any Travel or Accommodation provider who is bonded or insured elsewhere (even if the bond is insufficient to meet the claim);
  - iii) any travel agent, tour organiser, booking agent or consolidator with whom the **Insured** has booked travel or accommodation;
- c) Any loss for which a third party is liable or which can be recovered by other legal means.

- d) Any losses which are not directly associated with the incident that caused the Insured to claim. For example, loss **Due To** being unable to reach your pre booked hotel following the financial failure of an airline.

#### 12. any claim under Section 5g (Missed Cruise Connection) of this Policy for:

- a) any additional travel or accommodation expenses incurred where expenses the **Insured Person** did not allow sufficient time for the scheduled **Public Transport**, Cruise Ship or other transport to arrive on schedule and to deliver the **Insured Person** to their embarkation point or International Departure point.
- b) the **Excess** as shown in the Schedule of Benefits.
- c) Claims arising directly or indirectly from:
  - i) strike or industrial action or air traffic control delay existing or publicly announced by the date You purchased this insurance or at the time of booking any **Holiday** whichever is the later.
  - ii) withdrawal from service (temporary or otherwise) of an aircraft or sea vessel on the recommendation of the **Irish** Aviation Authority or a Port Authority or any similar body in any country.
- d) additional expenses where the scheduled **Public Transport** operator has offered reasonable alternative travel arrangements.
- e) any delay caused by quarantine on the Cruise Ship **Due To** contagious disease.

#### 13. any claim under Section 6 (Personal Liability) of this Policy for:

- a) liability in respect of **Bodily Injury** to any person who is:
  - i) under a contract of service or apprenticeship with the **Insured** or **Insured Person** when such **Bodily Injury** arises out of and in the course of their employment by the **Insured** or **Insured Person**;

or

  - ii) a member of the **Insured Person's** family;
- b) liability in respect of loss of or damage to property belonging to or in the care, custody or control of the **Insured Person**. However this exclusion shall not apply in respect of loss of or damage to buildings and their contents not belonging to but temporarily occupied by an **Insured Person** in the course of a **Holiday**;
- c) liability in respect of **Bodily Injury**, loss or damage caused directly or indirectly in connection with the ownership, possession or use by the **Insured Person**, their servants or agents of:
  - i) mechanically propelled vehicles (other than golf buggies used on golf courses and not on public roads); or
  - ii) aircraft, hovercraft, watercraft (other than non mechanically powered watercraft less than 30 feet in length used on inland waters); or
  - iii) firearms (other than sporting guns);
- d) liability in respect of **Bodily Injury**, loss or damage arising directly or indirectly in connection with:

- i) the ownership, possession or occupation of land or buildings, immobile property or caravans other than temporary **accommodation** occupied by the **Insured Person** in the course of a **Holiday**; or
- ii) any willful or malicious act; or
- e) any liability assumed by the **Insured Person** under any contract or agreement unless such liability would have attached in the absence of such contract or agreement;
- f) punitive or exemplary damages;
- g) the carrying on of, or engaging in, any:
  - i) trade, business or profession; or
  - ii) activities or volunteer work organised by, or under the auspices of, a charitable, voluntary, not for profit, social or similar organisation when liability for such activities or work should reasonably be included within the organisation's own Public Liability policy.
- h) liability directly or indirectly occasioned by happening through or in consequence of **War**.

#### 14. any claim under Section 7 (Legal Expenses) of this Policy for:

- a) any claim reported to White Horse Insurance Ireland dac more than 24 months after the beginning of the incident which led to the claim;
- b) any claim where it is White Horse Insurance Ireland dac's opinion that the prospects for success in achieving a reasonable settlement are insufficient and/or where the laws, practices and/or financial regulations of the country in which the incident occurred would preclude the obtaining of a satisfactory settlement or the costs of doing so would be disproportionate to the value of the claim;
- c) **Legal Expenses** incurred before receiving White Horse Insurance Ireland dac's prior authorisation in writing unless such costs would have been incurred subsequent to White Horse Insurance Ireland dacs' authorisation;
- d) **Legal Expenses** incurred in connection with any criminal or wilful act;
- e) **Legal Expenses** incurred in the defence against any civil claim or legal proceedings made or brought against the **Insured Person** unless as a counter claim;
- f) Fines, penalties compensation or damages imposed by a court or other authority;
- g) **Legal Expenses** incurred for any claim or legal proceedings brought against:
  - i) a tour operator, travel agent, carrier, a medical establishment or medical professional, an insurer or their agents where the subject matter of the claim or legal proceedings is eligible for consideration under an Arbitration Scheme or Complaint Procedure; or
  - ii) White Horse Insurance Ireland dac or their agents; or
  - iii) the **Insured**;
- h) Actions between **Insured Persons** or pursued in order to obtain satisfaction of a judgement or legally binding decision;

- i) **Legal Expenses** incurred in pursuing any claim for compensation (either individually or as a member of a group or class action) against the manufacturer, distributor or supplier of any drug, medication or medicine;
- j) **Legal Expenses** chargeable by the **Legal Representatives** under contingency fee arrangements;
- k) **Legal Expenses** incurred where an **Insured Person** has:
  - i) failed to co-operate fully with and ensured that White Horse Insurance Ireland dac is fully informed at all times in connection with any claim or legal proceedings for damages and or compensation from a third party; or
  - ii) settled or withdrawn a claim in connection with any claim or legal proceedings for damages and or compensation from a third party without the agreement of White Horse Insurance Ireland dac;

In such circumstances White Horse Insurance Ireland dac shall be entitled to withdraw cover immediately and to recover any fees or expenses paid to the **Insured** on behalf of the **Insured Person**;

- l) **Legal Expenses** incurred after an **Insured Person** has not:
  - i) accepted an offer from a third party to settle a claim or legal proceedings where the offer is considered reasonable by White Horse Insurance Ireland dac; or
  - ii) accepted an offer from White Horse Insurance Ireland dac to settle a claim;
- m) **Legal Expenses** which White Horse Insurance Ireland dac considers unreasonable or excessive or unreasonably incurred.

#### 15. any claim under Section 8 (Winter Sports) of this Policy for:

- a) Loss, theft or damage to **Ski Equipment** left **Unattended**
- b) loss resulting from delay, detention, seizure or confiscation by customs or other officials;
- c) ski equipment lost, stolen or damaged whilst in the care of an airline where the **Insured Person** failed to:
  - i) obtain a Property Irregularity Report from the airline.
  - ii) give formal written notice of the claim to the airline within the time limit contained in their conditions of carriage (please retain a copy).
  - iii) retain all travel tickets and tags for submission if a claim is to be made under this policy.
- d) ski equipment lost or stolen not reported to the Police (and the hotel management if the loss or theft occurs in a hotel) within 24 hours of discovery and White Horse Insurance Ireland dac is provided with a copy of the original written Police report and report to the hotel management as appropriate;
- e) loss or damage to ski equipment which occurred whilst the **Insured Person** was participating in competitive **Winter Sports** including, but not limited to, ski or ski bob racing, mono skiing, ski jumping, ski boarding, ice hockey, or the use of bobsleighs or skeleton.
- f) ski equipment damaged whilst on the **Holiday** where the **Insured Person** failed to obtain an official report from a retailer confirming the item is damaged and beyond repair;

- g) ski equipment lost, stolen or damaged where receipts have not been retained to substantiate the claim.
- h) additional travel and accommodation expenses if a **Claim** is paid under the Cancellation Curtailment or Alteration of itinerary Section.

## Policy Conditions

### Adjustable Premiums

If it has been agreed that any part of the **Premium**, being based on estimated numbers, is adjustable then the **Insured** shall within 30 days of the end of the **Period of Insurance** provide the actual numbers to White Horse Insurance Ireland dac and the **Premium** will be adjusted accordingly.

### Assignment

Subject to the General Condition headed 'Payment of Benefits', the benefits under this Policy may not be assigned by the **Insured Person**. White Horse Insurance Ireland dac shall not be bound to accept or be affected by any notice or any trust, charge, lien, purported assignment or other dealing with or relating to this Policy.

### Cancellation

White Horse Insurance Ireland dac may cancel this Policy by giving thirty days written notice to the **Insured** at their last known address and in such **Event** the **Premium** for the period up to the date when the cancellation takes effect shall be calculated and White Horse Insurance Ireland dac shall promptly return any unearned portion of the **Premium** paid.

In the **Event** of cancellation by White Horse Insurance Ireland dac the **Insured** must notify all **Insured Persons** of such cancellation.

The **Insured Person** may withdraw from the cover provided by this Policy at any time by giving notice to the **Insured**. No refund of **Premium** will be payable.

No refund of **Premium** will be payable once an extension has been authorised by the **Insurer**, accepted by the **Insured Person** and the additional **Premium** paid.

The **Insured** may not cancel this Policy.

White Horse Insurance Ireland dac reserves the right to retain the annual **Premium** where claims have occurred in the **Period of Insurance** when cancellation takes place.

### Change in Business Description

The **Insured** shall give written notice within a reasonable time of any alteration in the **Insured's** business.

### Changes to Policy Terms or Premiums

White Horse Insurance Ireland dac reserves the right to make changes or add to the Policy terms and to change the **Premiums** applicable:

1. for legal, regulatory or taxation reasons; and/or
2. to reflect new industry guidance and codes of practice; and/or
3. to reflect legitimate costs increases or reductions associated with providing this Policy.

### Compliance with Policy Requirements

Where the **Insured** or the **Insured Person** or their personal representatives do not comply with any obligation to act in a certain way specified in this Policy White Horse Insurance Ireland dac reserves the right not to pay a claim.

### Disappearance

If an **Insured Person** disappears and after a suitable period of time it is reasonable for the Police or registration authorities to believe that such **Insured Person** has died as a result of **Bodily Injury**, the **Death** benefit shall become payable subject to a signed undertaking being given by the executor's of the deceased's estate that if the belief is subsequently found to be wrong such **Death** benefit shall be refunded to White Horse Insurance Ireland dac.

### Insurance Act 1936

All moneys which become or may become due and payable by White Horse Insurance Ireland dac under this Policy shall be in accordance with Section 93 of the Insurance Act 1936 be payable and paid in the Republic of Ireland.

### Interest

No sum payable by White Horse Insurance Ireland dac under this Policy shall carry interest unless payment has been unreasonably delayed by White Horse Insurance Ireland dac following receipt of all the required certificates, information and evidence necessary to support the claim.

Where interest becomes payable by White Horse Insurance Ireland dac, it will be calculated:

1. from the date of final receipt of such certificates, information or evidence and
2. at the base rate established by the European Central Bank on such date.

### Law Applicable to Contract

This Policy shall be governed by and construed in accordance with the Law of **Ireland** and the **Irish** Courts alone shall have jurisdiction in any dispute. The language of this Policy and all communications relating to it shall be in the English language.

### Material Disclosure

It is the **Insured's** and **Insured Person's** responsibility to provide complete and accurate information to White Horse Insurance Ireland dac when applying for and throughout the life of this Policy. It is important that all statements made in the application, over the telephone, on claim forms and other documents are full and accurate. Please note that if the **Insured** or the **Insured Person** fails to disclose any material information to White Horse Insurance Ireland dac this could invalidate the insurance cover and could mean that part or all of a claim may not be paid.

### Misdescription

This Policy will be voidable in the **Event** of misrepresentation, misdescription or non-disclosure of any material particular by or on behalf of the **Insured** or the **Insured Person**.

### Other Taxes or Costs

White Horse Insurance Ireland dac are required to notify **Insured Persons** that other taxes or costs may exist which are not imposed by White Horse Insurance Ireland dac.

### Payment of Benefits

Notwithstanding the General Condition headed 'Assignment', where in relation to any Claim the **Insured**, at its discretion, directs White Horse Insurance Ireland dac to do so, White Horse Insurance Ireland dac shall pay benefits to, or indemnify, a named **Insured Person** and the receipt of such **Insured Person** shall be a sufficient discharge of White Horse Insurance Ireland dac's liability to indemnify or pay the benefits concerned.

### Policy Age Limit

Unless otherwise agreed by White Horse Insurance Ireland dac and specifically noted in this Policy no person age 80 years and over will be covered by this Policy.



## Reasonable Precautions

The **Insured Person** shall take all reasonable steps to avoid or minimise any loss or damage.

## Stamp Duty

The appropriate stamp duty has been or will be paid to the Revenue Commissioners in accordance with the provisions of Section 125 of the Stamp Duties Consolidation Act 1999 or any future law, enactment or regulation.

# Claims Notification & Conditions

## Claims Notification

On the happening of any occurrence likely to give rise to a claim contact:

1. For Medical Emergencies Abroad:

The Emergency Assistance Service on +44 1733 224 892.

2. All Other Claims

To make a claim other than any claim for medical emergencies please contact:

White Horse Administration Services Limited by either:

Telephone: 0818 946 910 (From inside Ireland)

0044 (0) 1733 224 845 (From outside Ireland)

Email: [claims@white-horse.ie](mailto:claims@white-horse.ie)

Write: White Horse Administration Services Limited, First Floor, Rineanna House, Shannon Free Zone, Shannon, County Clare, Republic of Ireland.

within 31 days after the date of the occurrence.

When contacting the claims department, please have the following information to hand:

- A contact number
- Policy number
- Date insurance purchased
- Resort and country visited
- Value of claim (if known)
- Brief circumstances
- Travel dates
- Incident date

## Claims Conditions

1. The **Insured Person** shall as soon as possible after the occurrence of any **Accidental Bodily Injury** or **Illness**:

- a) obtain and follow the advice of a **Qualified Medical Practitioner**;
- b) co-operate with and follow the advice of an independent rehabilitation case manager where appointed by White Horse Insurance Ireland dac.

and White Horse Insurance Ireland dac shall not be liable for any consequences of the **Insured Person's** failure to cooperate and obtain and follow such advice and use such appliance or remedies as may be prescribed.

2. In the **Event** of the **Death** of the **Insured Person**, White Horse Insurance Ireland dac will be entitled to have a post-mortem examination carried out at its own expense. The benefit payable for **Death** will be paid to the estate of such **Insured Person**.
3. The **Insured** and/or **Insured Person** shall at their own expense furnish White Horse Insurance Ireland dac such certificates, information and evidence as White Horse Insurance Ireland dac may from time to time reasonably require in the form prescribed by White Horse Insurance Ireland dac shall be allowed at its own expense, upon reasonable notice to the **Insured**, to request a medical examination of an **Insured Person** as appropriate.
4. If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or devices shall be used by the **Insured** or anyone acting on the **Insured's** behalf or by an **Insured Person** or any **Insured Person's Legal Representatives** to obtain benefit under this Policy White Horse Insurance Ireland dac shall be under no liability in respect of such claim.
5. Claims involving foreign currency will be converted into the currency in which the **Premium** and benefits/indemnity limits are shown, at the selling rate of exchange published by the European Central Bank on the day nearest to the date of the loss.
6. Any **Excess**, where applicable, will apply separately under each section, in respect of each and every claim and for each **Insured Person**.
7. In the **Event** of a catastrophe preventing the **Insured Person** from staying in their pre-booked accommodation, the **Insured Person** must obtain written confirmation of this from the local or national authority.

## Complaints Procedures

White Horse Insurance Ireland dac are dedicated to providing a high quality service and wants to maintain this at all times. If it is felt that a first class service has not been offered or a complaint must be made regarding this insurance please contact:

A. If your complaint relates to customer service or policy sales please contact your issuing agent.

Alternatively, if You purchased Your policy online, You can submit a complaint through the Online Dispute resolution (ODR) platform: <http://ec.europa.eu/odr>

B. If your complaint relates to a claim on your policy please contact:

The Customer Experience Manager  
White Horse Insurance Ireland dac  
First Floor,  
Rineanna House,  
Shannon Free Zone,  
Shannon,  
County Clare,  
Republic of Ireland.

Email: [complaints@white-horse.ie](mailto:complaints@white-horse.ie)

If **We** have given You **Our** final response and You are still dissatisfied You may refer Your Case to the Financial Services and Pensions Ombudsman. Please be aware that the Financial Services and Pensions Ombudsman will consider Your complaint after You have exhausted **Our** internal complaints procedure.

Financial Services and Pensions Ombudsman  
Lincoln House  
Lincoln Place  
Dublin 2  
D02 VH29

Email: info@fspo.ie  
Telephone +353 (1) 567 7000  
Website: www.fspo.ie

The existence of these complaint procedures does not reduce an **Insured Person's** Statutory Rights relating to this Policy. For further information about Statutory Rights, a **Insured Person** should contact the National Consumer Agency.

## Data Protection

Please note that any information provided to White Horse Insurance Ireland dac will be processed by us and our agents in compliance with the provisions of the Data Protection Act 1998 as amended, for the purpose of providing insurance and handling claims, if any, which may necessitate such information being provided to third parties.



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