

# IrishWeddingInsurance.ie

This Evidence of Insurance is valid only where the appropriately completed and numbered Irish Wedding & Honeymoon Insurance Certificate has been attached and the appropriate premium has been paid.

This Irish wedding and honeymoon insurance has been arranged by **Crispin Speers & Partners Limited** on behalf of **Hastings (Westport) Limited (t/a Hastings & Co)**.

The Insurer for this Evidence of Insurance is:

**White Horse Insurance Ireland Ltd , Registered Office: 14 Clyde Road, Ballsbridge, Dublin 4**

This evidence of cover is to confirm that those persons who have paid the appropriate premium are insured under Master Policy Number **WHIIL/IREWED/08/2010**

**This document only constitutes a valid evidence of insurance when it is issued in conjunction with a validation Certificate issued between 1<sup>st</sup> August 2010 and 31<sup>st</sup> July 2011 in respect of weddings and honeymoons up to 31<sup>st</sup> July 2012.**

This is to certify that the Insurer, in consideration of the premium specified on Your Certificate, agrees to indemnify You on this Evidence of Insurance in respect of:

SUMMARY OF COVER					
WEDDING & CIVIL CEREMONY INSURANCE COVER					
Type of Cover	Cover Limits Per Couple				Excess (per person)
	Silver	Gold	Diamond	Platinum	
1. Cancellation/Rearrangement of Wedding/Civil Ceremony and/or Reception	€ 5,000	€ 8,000	€ 12,000	€ 16,000	€ 35
2. Gifts	€ 2,500	€ 4,000	€ 6,000	€ 8,000	€ 35
3. Photographs & Video	€ 2,500	€ 4,000	€ 6,000	€ 8,000	€ 35
4. Legal Expenses – Wedding	€ 30,000	€ 30,000	€ 30,000	€ 30,000	Nil
5. Personal Liability – Wedding*	€ 3,000,000	€ 3,000,000	€ 3,000,000	€ 3,000,000	Nil
6. Ceremonial Attire	€ 3,000	€ 4,800	€ 7,200	€ 9,600	€ 35
7. Wedding Rings/Cake or Flowers	€ 2,500	€ 4,000	€ 6,000	€ 8,000	€ 35
8. Wedding Transport	€ 1,500	€ 2,400	€ 3,600	€ 4,800	€ 35
9. Wedding Suppliers**	€ 2,500	€ 2,500	€ 2,500	€ 2,500	Nil
10. Optional Marquee Cover***	€ 28,000	€ 28,000	€ 28,000	€ 28,000	€ 150
HONEYMOON (TRIP) INSURANCE COVER					
Type of Cover	Cover Limits Per Couple				Excess (per person)
	Silver	Gold	Diamond	Platinum	
11. Medical Expenses & Assistance	€ 7,500,000	€ 7,500,000	€ 7,500,000	€ 7,500,000	€ 85
Emergency Dental Expenses	€ 2,500	€ 2,500	€ 2,500	€ 2,500	€ 85
12. Hospital Benefit	€ 80 per 24hrs Up to €800	€ 80 per 24hrs Up to €800	€ 80 per 24hrs Up to €800	€ 80 per 24hrs Up to €800	Nil
13. Cancellation and Curtailment of Honeymoon	€ 8,500	€ 8,500	€ 8,500	€ 8,500	€ 85
14. Personal Accident Up to	€ 25,000	€ 25,000	€ 25,000	€ 25,000	Nil
Permanent Total disablement	€ 25,000	€ 25,000	€ 25,000	€ 25,000	Nil
Death	€ 8,500	€ 8,500	€ 8,500	€ 8,500	Nil
15. Personal Liability – Travel*	€ 30,000	€ 30,000	€ 30,000	€ 30,000	Nil
16. Legal Expenses – Travel	€ 3,000,000	€ 3,000,000	€ 3,000,000	€ 3,000,000	Nil
17. Personal Belongings	€ 3,500	€ 3,500	€ 3,500	€ 3,500	€ 85
Single Article Limit	€ 400	€ 400	€ 400	€ 400	€ 85
Valuables Limit	€ 400	€ 400	€ 400	€ 400	€ 85
18. Personal Money & Documents	€ 600	€ 600	€ 600	€ 600	€ 85
Cash Limit	€ 300	€ 300	€ 300	€ 300	€ 85
19. Missed Departure	€ 800	€ 800	€ 800	€ 800	€ 85
20. Travel Delay	€50 per 12hrs Up to € 150	€50 per 12hrs Up to € 150	€50 per 12hrs Up to € 150	€50 per 12hrs Up to € 150	Nil
Abandonment	€ 8,500	€ 8,500	€ 8,500	€ 8,500	€ 85
21. Delayed Baggage	Up to € 300	Up to € 300	Up to € 300	Up to € 300	Nil
22. Pet Care	€ 800	€ 800	€ 800	€ 800	Nil

\* Bride, Groom and/or Civil Partner Only

\*\* Cover can be increased only on receipt of and with confirmation of an Additional Premium

\*\*\* Section only covered on receipt of and with confirmation of an Additional Premium

## READ ME FIRST

### EVIDENCE OF INSURANCE

**You** should read this document carefully. It gives **You** full details of what is and is not covered and the conditions of the cover. Cover will vary from **Evidence of Insurance** to **Evidence of Insurance** and **Insurer to Insurer**.

### CONDITIONS, EXCLUSIONS AND WARRANTIES

Conditions and exclusions will apply to individual sections of **Your Evidence of Insurance** cover while general exclusions and conditions will apply to the whole of **Your** evidence of cover. It is a condition of this evidence of cover that all material facts must be disclosed to the **Insurer** at the time of taking out this insurance. Failure to do so may result in the **Insurer's** non-liability for claims.

### DANGEROUS SPORTS OR PASTIMES

**You** are only covered under the evidence of cover for claims arising from certain Hazardous Activities. If **You** require cover for activities not listed within this booklet please contact Irish Wedding Insurance on (098) 27227.

### GIFTS & BELONGINGS CLAIMS

These claims are paid based on the value of the goods at the time **You** lose them and not on a 'new for old' or replacement cost basis. An allowance for wear, tear and depreciation will be deducted. Certain items of **Personal Belongings** are not covered.

### PERSONAL LIABILITY

There is no cover for Personal Liability claims arising directly or indirectly from, happening through or in consequence of ownership, possession or use of any vehicle, automobile, aircraft or any mechanically propelled conveyance.

### EVIDENCE OF INSURANCE LIMITS

All sections of **Your Evidence of Insurance** have limits on the amount the **Insurer** will pay under that section. There are also specific limits under the **Personal Belongings** section for: any **Single Item**; **Valuables**, items for which an original receipt, proof of purchase or an insurance valuation prior to loss, is not supplied; loss, theft or damage occurring on a beach or in or around a swimming pool.

### EVIDENCE OF INSURANCE EXCESSES

Under most sections of the **Evidence of Insurance**, claims will be subject to an **Excess** per person. This means that **You** will be responsible for the first part of the claim. The amount **You** have to pay is the **Excess**.

### REASONABLE CARE / UNATTENDED PROPERTY

**You** must exercise reasonable care to prevent illness, injury or **Loss or Damage** to **Your** property, as if uninsured. There is no cover for property left unattended in a place to which the general public has access. There is no cover for loss of **Money** which was not carried on the **Insured's** person unless placed in a safety deposit box or similar locked, fixed receptacle.

### TERRITORIAL LIMITATIONS

This **Evidence of Insurance** applies to Weddings taking place in the Republic of Ireland and/or anywhere in the World. It is a condition of this **Evidence of Insurance** that either the **Bride** or **Civil Partner** and Groom or **Civil Partner** (or both) shall be permanent residents of the Republic of Ireland.

### COMPLAINTS PROCEDURE

If **You** have any cause for complaint regarding this insurance, please refer to the relevant section of this document for the complaints procedure to follow.

### CANCELLATION PERIOD

If, after reading this **Evidence of Insurance** **You** are not satisfied with it for any reason, **You** must return the certificate to the Issuing Agent within 14 days of issue in order to receive a full refund of premium, provided that a claim does not exist and that travel has not taken place.

## MATERIAL FACTS

**You** MUST disclose all material facts. A material fact is one that is likely to influence the **Insurer** in accepting **Your** insurance. This could be the state of **Your** health or that of a **Close Relative** or person on whom **Your** travel plans depend or any hazardous activities.

If **You** are in any doubt as to whether a fact is 'material', **You** should tell **Your** issuing agent. If the fact is considered to be 'material', **You** should seek written confirmation from the **Insurer**. If **You** do not disclose material facts, it may result in **Your** claims being invalid.

### EVIDENCE OF INSURANCE CONTRACT PERIOD

#### Wedding

The Period of Insurance as specifically defined in Sections 1 to 10 of this certificate.

#### Single Trip

A single return **Trip**, as defined in the Period of Insurance, beginning and ending in the Republic of Ireland.

### PERIOD OF INSURANCE FOR SINGLE TRIP ONLY

The **Trip Duration** as shown in **Your Certificate**.

Cover under Section 13. of **Your Evidence of Insurance**, starts from the date the certificate is issued and ends at the start of **Your Trip**.

The cover under Sections 11. & 12. and 14. to 20. of **Your Evidence of Insurance**, starts when **You** leave **Your Home** and ends on **Your** return **Home/** place of business or on the expiry of the **Evidence of Insurance**, whichever is first.

The **Insurer** will not cover:

Any person over the maximum **Evidence of Insurance** Age Limits.

Any subsequent **Trip** that starts after **You** have returned to **Your Home**, to a hospital or to a nursing **Home** in the Republic of Ireland.

Any **Trip** that exceeds the expiry of the **Evidence of Insurance**

Cover will automatically be extended day by day up to a maximum of 30 days after the expiry of the period stated on the **Evidence of Insurance** when the return is necessarily delayed as a result of the ill health of **You** or failure of **Public Transport** provided that the **Assistance Company** been notified.

In respect of one way **Trips** only, the Period of Insurance shall cease whichever occurs first of the following: the expiry of the **Evidence of Insurance** Contract Period or 72 hours after the time **You** first leave the immigration control of **Your** final destination country.

### HEALTH AGREEMENTS

When **You** are travelling to a European Union Country, **You** should collect a form EHC from **Your** local post office. If **You** need treatment, **You** should present this at the time of treatment as it may save **You** paying the €85 **Evidence of Insurance Excess** from any claim under section 11 (Medical expenses). When **You** are travelling to Australia or New Zealand and **You** have to go to hospital, **You** must register for treatment under either the Medicare scheme or the reciprocal health agreement applicable in those countries. If **You** do not do this, **We** may not be able to pay **Your** claim.

## MEDICAL HEALTH REQUIREMENTS

If **You** are aware that **You** or any other person (including a **relative, travelling companion**, or the person **You** are staying with or **Close Business Associate**) have:

- a **pre-existing medical condition** that could force **You** to cancel or cut short **Your Trip** or
- been admitted as an inpatient in hospital in the last 24 months or
- at any time suffered from, or received any form of medical advice, treatment or medication for any of the following
  1. **Any Heart or Circulatory related condition (Including Hypertension, Angina, Stroke)**
  2. **Any Lung or Breathing related condition (Other than inhaler controlled, mild Asthma, suffered in isolation)**
  3. **Any Cancerous condition**
  4. **Any Kidney Related Disorder** condition.

Then **You** must contact the **Medical Screening company** to arrange cover for that condition. Failure to advise the **Medical Screening company** of a **pre-existing condition** will result in claims for those undisclosed conditions not being paid. **You** can contact the **Medical Screening company** on **0044 (0) 8712 085 544**.

**Please note that cover cannot be offered for any Pre-Existing Medical Condition if You, or the person You are travelling with:**

- are awaiting the results of medical tests or investigations
- are travelling against the advice of a medical practitioner
- are travelling for the purpose of obtaining medical treatment
- are on a hospital waiting list
- are receiving ongoing dialysis treatment
- have been given a terminal prognosis
- have a psychological condition (including anxiety, stress, depression, psychiatric or eating disorders, phobias)

### What will happen when You call Medical Screening?

Our trained operators will ask **You** a few simple questions about **Your** intended holiday and the medical condition. **You** will be advised as to whether **Your Pre-existing Medical Condition** can be covered, whether there will be an additional premium to pay or whether there are any changes to be made to the **Evidence of Insurance** terms and conditions.

If cover can be provided, **You** will be given an acceptance code and a letter will be sent to **You** upon receipt of payment, detailing the extension of cover where applicable. Please read this letter carefully and keep it with **Your** insurance documents as it confirms the terms of the cover. Please note that cover is not effective until **You** are in receipt of this letter. Please note that if there is a significant change in **Your** medical condition or if **You** develop a new condition after **You** have taken out this insurance, but before **You** travel, **You** must declare this to **Your Insurers**. Any subsequent policies will require **You** to contact the **Medical Screening** company again.

### What will happen if You do not contact Medical Screening?

If **You** do not contact Medical Screening **You** will not be covered in the event of a claim arising out of **Your Pre-existing Medical Condition**.

As is consistent with the treatment of all pre-existing medical conditions under the **Policy**, the **Policy** does not intend to cover the normal costs or losses otherwise associated with pregnancy (including multiple pregnancies) or childbirth. This includes, but is not limited to, delivery by caesarean section or any other medically or surgically assisted delivery which does not cause medical complications. The **Policy** does, however, cover **You** should complications arise with **Your** pregnancy due to **accidental injury** or unexpected **illness** which occurs while on **your** trip

## DEFINITIONS

Any word defined below will have the same meaning wherever it is shown in **Your Evidence of Insurance** in bold print.

These definitions have been listed in alphabetical order.

### Accident, Accidental

A sudden, unexpected, unusual, specific, violent, external event which occurs at a single identifiable time and place and independently of all other causes, resulting directly, immediately and solely in physical bodily injury which results in a loss.

The following are not included in the definition:

- the contracting of any disease, illness and/ or medical condition
- the injection or ingestion of any substance
- any event which directly or indirectly exacerbates a previously existing physical bodily injury.

### Act of Terrorism

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

### Additional Costs

The difference between the original invoiced wedding expenses and the agreed replacement **Wedding Services**.

### Assistance Company

AXA Assistance

### Attendants

Non-professional participants in the **Wedding Ceremony**, traditionally attendant on the Bride or Groom or **Civil Partners**.

### Bridal Attire

Clothing and accessories of a formal nature worn by the Bride or **Civil Partner** at the **Wedding Ceremony**.

### Business Equipment

Computer equipment, communication devices and other business related equipment that is carried by **You** in the course of **Your** business.

### Cancellation Costs

Travel and accommodation expenses paid or contracted to be paid by **You** in respect of **Your Trip**.

### Ceremonial Attire

Clothing of a formal nature worn only at a **Wedding Ceremony** and on similar occasions, including, but not limited to, **Bridal Attire** and Ceremonial Swords.

### Certificate

An insurance validation certificate or booking invoice issued by the issuing agent which describes **You** and the **Insured** person(s) who are covered under this **Evidence of Insurance**.

### Civil Partnerships

Is a legal union between two people of the same sex.

### Claims Handler

White Horse Insurance Ireland Limited Claims Department

### Close Relative

**Your** spouse, partner, fiancé(e), parent, parent-in-law, step-parent, son, son-in-law, step-son, daughter, daughter-in-law, step-daughter, grandparent, grandson, granddaughter, brother, brother-in-law, step-brother, sister, sister-in-law or step-sister who live in the Republic of Ireland or United Kingdom.

**Close Business Associate**

A person in the same employment as **You** in **Your Country of Residence**, whose absence from work or place of employment for one or more complete days at the same time as **You**, prevents the effective continuation of that business.

**Common-law partner(s)**

Any couple (including same sex) in a common law relationship or who have co-habitated for at least 6 months.

**Country of Residence**

The country of permanent residence in which **You** live, for no less than 6 months of the year.

**Curtailement Costs**

Travel costs necessary to return **You Home** before the booked return date and a pro-rata amount representing the total pre-paid or contracted costs of accommodation, car hire and excursions attributable to each complete day which is not spent overseas.

The following are not included in the definition:

all costs attributable to the outward and return travel tickets, whether used or unused.

**Evidence of Insurance**

This wording and/or endorsements.

**Evidence of Insurance Age Limits**

70 years and over – No Cover

**Excess**

The first amount **You** and each person named under the insurance **Certificate** have agreed to pay towards a claim under each section of this **Evidence of Insurance**, as outlined within the Summary of Cover.

**Hazardous Sports & Activities**

The following activities are included within the cover as standard, as long as they are amateur activities, conducted under adequate supervision and on an incidental basis.

Archery, badminton, baseball, basketball, beach games, canoeing (excluding white water canoeing of any grade), cricket, cycling (excluding BMX or mountain biking), dinghy sailing, fell walking, fencing, fishing (excluding wade fishing), football, golf, hiking (under 2,000 meters altitude), horse riding (excluding jumping, hunting, polo and racing), hot air ballooning which has been booked in the Republic of Ireland prior to departure, jet boating, jet skiing, jogging, marathon running, netball, orienteering, paintballing (Providing protective eye-wear and clothing worn), parascending (over water), pony trekking, racquetball, rambling, river canoeing, roller skating, roller blading, rounders, rowing, safari (if pre booked through ROI operator, excluding the use of fire arms), sail boarding, sailing within territorial limits, scuba diving up to 15 meters (excluding solo dives and no dives less than 24 hours before departure), skate boarding, snorkelling, squash, surfing, tennis, track events, trekking (under 2,000 meters altitude), triathlon, volleyball, water skiing, white water rafting (up to grade 4), windsurfing, yachting (inside territorial waters).

**Home**

**Your** usual place of residence in the Republic of Ireland for no less than 6 months of the year.

**Illness or Injury**

Any disease, infection, bodily disorder or injury which is unexpectedly contracted by **You** prior to **Your Trip** or unexpectedly manifests itself for the first time during **Your Trip**, which in the opinion of the doctor in attendance and the **Insurers** medical advisors:

- a) restricts mobility; or
- b) results in hospitalisation for more than 48 hours.

**Loss or Damage**

Includes, but is not limited to, **Accident**, fire or theft.

**Marquee**

Shall mean the hired marquee, tent, gazebo or other summerhouse arrangement.

**Money**

Bank currency notes and coins.

**Medical Screening Company**

BAS Affinity Services

**Pair or Set**

Two or more items of **Personal Belongings**, which are complimentary or used or worn together.

**Personal Belongings**

Luggage, clothing, **Valuables** and personal items which are owned by **You** and have been either taken or purchased on the **Trip**.

The following are not included in the definition:

Animal skins, Antiques, bicycles, binoculars, bonds, coupons, documents of any kind, **Money**, securities, stamps, travellers cheques, mobile phones, computer or telecommunications equipment of any kind, computer games and computer games consoles, ipods, MP3 players, contact or corneal lenses, diving equipment, furs, musical instruments, radios, tape recorders, television sets, video equipment or DVD equipment of any kind.

**Property Insured (for the purposes of Marquee section)**

Shall for the purposes of Section 10 only, mean the **Marquee**, together with staging, chairs, tables and ancillary equipment hired or leased by **You** (or by another person on **Your** behalf) solely for the purpose of **Your** Wedding and for which **You** (or such other person) are responsible.

**Public Transport**

A train, bus, coach, ferry service or **Certificated** airline flight operating to a published timetable to join the booked travel itinerary.

**Redundancy, Redundant**

**You** becoming unemployed under the Employment Protection Act. **You** must have been given a Notice of **Redundancy** and be receiving payment under the current **Redundancy** payments legislation.

The following are not included in the definition:

- any employment which has not been continuous and with the same employer
- any employment which is not a permanent basis
- any employment which is on a short term fixed contract
- any instance where **You** had reason to believe that **You** would be made **Redundant** at the time of booking **Your Trip**.
- any self-employment

**Single Item**

Any one article, pair, set or collection.

**Sports Equipment**

Those items that are usually worn, carried, used or held during the participation in a sporting activity. The following is not included in the definition: golf equipment

**Territorial Limits**

**Area 1 – Europe** West of the Ural Mountains, countries bordering the Mediterranean (except Israel, Algeria, Libya and Syria)

**Area 2 – Worldwide** *excluding* USA and Canada

**Area 3 – Worldwide** *including* USA and Canada

**Total disablement**

Means **You** are prevented from engaging in paid employment or paid occupation of any and every kind, except any occupation normally reserved for the disabled.

**Trip, Trip Duration**

A journey which begins when **You** leave **Your Home** to travel within Ireland, to the United Kingdom or to go abroad, for a minimum of 2 nights and ends on **Your** return during the period of insurance to **Your Home** in the Republic of Ireland or to a hospital in the Republic of Ireland following **Your** repatriation.

### Valuables

Articles made of or containing gold, silver or other precious metals, jewellery, leather goods, camcorders, photographic equipment, precious or semi-precious stones, silks, telescopes, watches, computer equipment, cameras, compact disc players, MP3 players & iPods, Mini-Disc players, CD discs, sunglasses (up to maximum €75) and spectacles.

### Wedding Ceremony

Any ceremony that creates a contract of marriage that is legally enforceable within the Republic of Ireland.

### Wedding Date

The day specified in the Proposal Form and **Certificate** for the Wedding to take place.

### Wedding Gifts

Gifts for the Bride or **Civil Partner** and Groom or **Civil Partner** presented for the purposes of celebrating the Wedding.

### Wedding Reception

The social gathering, including but not limited to, room hire and catering, following within no more than twenty four hours of the **Wedding Ceremony**, at which the Wedding will be celebrated (unless otherwise agreed in writing with Us).

### Wedding Rings

The ring(s) exchanged by the Bride or **Civil Partner** and Groom or **Civil Partner** at the **Wedding Ceremony**.

### Wedding Services

Services traditional to the celebration of a Wedding, including, but not limited to, Professional Photography and/or Professional Video Operation, Floral Arrangements, Hired Cars or other Transport and Wedding Guest Accommodation for the Bride or **Civil Partner** and Groom or **Civil Partner** only.

### We/ Us/ Insurer

White Horse Insurance Ireland Limited

### You/ Yours/ Insured

The Bride or **Civil Partner** and Groom or **Civil Partner** named in the **Certificate** or, for the purposes of certain Sections, and where appropriate, the person upon whom the cost of the Wedding or **Wedding Services** devolves.

**The Insurer hereby agrees to the extent and in the manner hereinafter provided, to indemnify the Insured against Loss or Damage sustained or legal liability for Accidents happening during the period stated in the Certificate, after such loss, damage or liability are proved. PROVIDED always that the liability of the Insurer shall not exceed the limits of liability as expressed in the attached terms and conditions or such other limits of liability as may be substituted therefore by memorandum hereon or attached hereto signed on behalf of the Insurer.**

## WEDDING & CIVIL CEREMONY INSURANCE COVER

### SECTION 1: CANCELLATION AND ARRANGEMENT OF WEDDING AND/OR RECEPTION

#### PART 1: CANCELLATION

##### • What You Are Covered For:

The **Insurer** will pay up to the amount shown in the Certificate in respect of any irrecoverable expenses incurred by **You** in respect of **Ceremonial Attire**, flowers, photographs, caterers, transport, accommodation and the services from any other wedding supplier booked but not used as a direct result of the unavoidable cancellation or curtailment of the Wedding or **Wedding Reception** as the result of:

1. The booked venue for the Wedding or **Wedding Reception** being unable to hold **Your** Wedding due to an outbreak of infectious or contagious disease, damage to the venue, murder or suicide at the premises or closure of the venue by the relevant authority.

2. The death, injury or sickness of the bride or **Civil Partner** or groom or **Civil Partner** or **Close Relative** which would make continuance of the wedding inappropriate.
3. **Accidental** complete loss of or severe damage to **Ceremonial Attire** which renders the items unwearable, where the purchase of hire of alternatives is not possible within 24 hours of the event.
4. **Redundancy**, where notice is received at least 8 weeks after the issue of the Certificate and qualifying for payment under the current **Redundancy** legislation, of the bride or **Civil Partner** or groom or **Civil Partner** or any of their parents who would have made proven, significant financial contributions on which the Wedding arrangements depend.
5. The unforeseen postings overseas of a serving member of the Irish armed forces or unavoidable and necessary duty for the Ambulance Service, Coastguard, Fire Brigade or Police Personnel which occurs during the Period of Insurance.
6. The non-appearance of the pre-booked officiating minister or registrar.

Cover under this Section commences from the date the premium is paid and applies until completion of the Wedding and **Wedding Reception** or until a claim is made under this Section of the **Evidence of Insurance**, whichever occurs first.

#### PART 2: RE-ARRANGEMENT

##### • What You Are Covered For:

In the event of cancellation or curtailment of the Wedding, Reception or Services for reasons specified in Part I above, the **Insurer** will pay up to the amount detailed in the Certificate to reimburse **You** for **Additional Cost** incurred in rearranging the Wedding and/or Reception and/or **Wedding Services** to a similar standard to the amount originally budgeted.

Cover under this Section extends to travel and/or accommodation arrangements made for Weddings taking place outside the Republic of Ireland for **You** only and starts from the date the certificate is issued and ends at the start of **Your Trip**.

##### • What You Are Not Covered For:

1. the first €35 per person of each and every claim.
2. pecuniary losses recoverable from any other source.
3. government regulation or act.
4. strikes or labour disputes.
5. unemployment or **Redundancy** other than as specified above.
6. **Your** financial circumstances or those of any person or company upon whom the Wedding arrangements depend, except as provided for above. This exclusion does not apply in respect of the insolvency of **Wedding Services** suppliers/ providers.
7. Wedding arrangements not honoured by **Your** employer, other than as specified above.
8. disinclination to contract to the marriage as agreed.
9. failure to notify the provider of any goods or service immediately if it is found necessary to cancel or curtail the Wedding or Reception.
10. in respect of **Marquees**, cancellation/curtailment and/or rearrangement following **Loss or Damage**:
  - i) caused during or as a result of erection or dismantling of any hired equipment
  - ii) due to or arising from wear, tear, inherent defect, rot, mildew, rust, corrosion, frost, insects, woodworm, vermin, moth, dyeing, cleaning, repair or renovation; electronic, electrical or mechanical breakdown, failure or derangement; faulty manipulation, design, plan or specification of materials; gradual deterioration or market depreciation; normal atmospheric conditions; shrinkage or change of colour.
11. illness or death of any person caused by pregnancy or childbirth unless the expected date of confinement is more than 2 months after the **Wedding Date**.

12. any claim where the person whose condition causes the claim
  - i) has a Pre-existing medical condition.
  - ii) is receiving treatment or advice, including consultations.
  - iii) is on a waiting list for in-patient treatment in a hospital.
  - iv) has received a terminal prognosis.
13. Anxiety, stress or depression unless **You** are admitted as an in-patient at a recognised hospital.

## SECTION 2: WEDDING GIFTS

### • What You Are Covered For:

The **Insurer** will pay up to the amount shown in the Summary (subject to a maximum of €250 for any one item) for Loss of or Damage to **Wedding Gifts** due to **Accident**, fire or theft by violent, visible and forcible entry thereto, whilst being stored by **You** or Parents. This cover also applies whilst gifts are in transit or on display at the Reception. Cover applies 48 hours prior to the Wedding and for a subsequent twenty-four hours after the reception thereafter, or until a claim is made under this Section of the **Evidence of Insurance**, whichever occurs first.

### • What You Are Not Covered For:

1. the first €35 per person of each and every claim.
2. any Loss (other than by Damage) not reported to the police within twenty-four hours of discovery and a report obtained.
3. **Loss or Damage** arising from wear or tear, moth, vermin, atmospheric conditions, deterioration, depreciation, confiscation, detention or any process of cleaning, restoration or repair.
4. **Loss or Damage** which is or but for the existence of this **Evidence of Insurance** would be otherwise **Insured**.
5. **Loss or Damage** by theft or attempted theft of any **Wedding Gifts** left in any unattended vehicle, unless the property is left in the locked boot or locked glove compartment of a motor vehicle, concealed from view and there is evidence of violent, visible and forcible entry thereto.
6. **Loss or Damage** by theft or attempted theft of any **Wedding Gifts** left in the **Home** or ceremony venue or reception venue, unless there is evidence of violent, visible and forcible entry thereto.
7. **Loss or Damage** of any item where receipt or sufficient proof of purchase is not provided.

## SECTION 3: PHOTOGRAPHY AND VIDEO

### • What You Are Covered For:

The **Insurer** will pay up to the amount stated on the Summary to reimburse **You** for unforeseen expenses necessarily incurred to take Wedding Photographs and Videos as a direct and necessary consequence of:

1. non-appearance for any reason of the pre-booked Professional Photographer or Professional Video Operator contracted for the Wedding.
2. Loss of or Damage to the original film or negatives before copies are made.
3. non-development of the original film or negatives (other than as a result of under or over exposure).

Cover under this Section commences from the date the premium is paid, and applies until completion of Wedding and Reception, or a claim being made under this Section of the **Evidence of Insurance**, whichever occurs first.

### • What You Are Not Covered For:

1. the first €35 per person of each and every claim.
2. losses recoverable from any other source.
3. losses which may effectively be claimed under Section 1 of this **Evidence of Insurance**.
4. contracts which are not in writing.
5. any costs which would have been incurred had the original supplier not failed to meet their contractual obligations.
6. financial failure of any service provider.

## SECTION 4: LEGAL EXPENSES

### • What You Are Covered For:

The **Insurer** will reimburse **You** up to the amount as shown in the Summary of Cover, for legal costs incurred by **You** in pursuit of legal proceedings against third parties (excluding any member of **Your** or **Your** travelling companions family, **Your** travelling companion, business partner or employer or any members of the wedding party) for any compensation owed to **You** arising directly from physical bodily injury to **You** or **Your** death during the period of insurance.

It is a condition of this Section that the **Insurer** has complete control over legal proceedings and appointing legal representation.

### • What You Are Not Covered For:

In addition to the General Exclusions of the **Evidence of Insurance**, the **Insurer** shall not be responsible for:

1. the **Excess** as shown in the Summary of Cover;
2. claims arising for any legal expenses incurred without prior authorisation by the **Insurer**;
3. claims arising where the **Insurer** considers **Your** prospects of success in achieving a reasonable benefit to be insufficient;
4. claims arising pursuant to a contingent fee agreement between **You** and **Your** counsel/ lawyer;
5. claims arising for travel and accommodation expenses over €1,000, whilst in pursuit of a legal action;
6. claims arising from **Your** pursuing legal proceedings as part of and/or on behalf of a group or organisation.
7. claims incurred for any legal costs pursuant to a legal action against a travel agent, tour operator, carrier, the **Insurer**, the **Claims Handler**, the **Assistance Company**, the placing broker or the insurance company.
8. claims occurring under criminal law.
9. claims occurring or where the case is brought to court in more than one country.
10. claims arising out of pursuance against any person contracted to supply any aspect of the wedding or reception.
11. any claim reported more than 45 days after commencement of the incident giving rise to the claim.
12. claims for injury/death occurring more than 24hrs before or after **Wedding Date**.

## SECTION 5: PERSONAL LIABILITY

(ONLY APPLICABLE TO WEDDINGS IN REPUBLIC OF IRELAND)

### • What You Are Covered For:

The **Insurer** will indemnify **You**, the Bride or **Civil Partner** or Groom or **Civil Partner**, up to the amount specified in the Summary in respect of **Your** legal liability arising from **Accidental** injury to third parties or **Accidental** loss of or damage to third party property.

We will, in respect of the liability incurred by **You**, indemnify **Your** personal representatives in the terms of and subject to the limitations of this Section, provided that such personal representatives shall act as though they were **You** and observe, fulfil and be subject to the terms, Exclusions and Conditions of this Section insofar as they can apply.

This section does not provide an indemnity in respect of liabilities arising from the actions of anyone other than the Bride or **Civil Partner** and Groom or **Civil Partner**, except insofar as the Bride or **Civil Partner** and Groom or **Civil Partner** would be held liable for them at law, and does not include any additional liability accepted under a hiring or booking contract.

### • What You Are Not Covered For:

1. liability arising from:
  - i) the use or possession of vehicles, aircraft or watercraft, trailers or caravans.
  - ii) Loss of or Damage to property belonging to or held in trust by the **Insured**.
  - iii) any wilful or malicious activities; the carrying on of any profession, trade or business.
2. employers' liability, contractual liability or liability to a member of **Your** family.
3. liability assumed by **You** by arrangement.
4. animals belonging to or in **Your** care, custody or control.

5. the ownership or occupation of land or buildings.
6. liability arising from the use of firearms.
7. liability arising from any criminal proceedings.
8. **Your** costs and expenses incurred without Our prior written consent.
9. any liability arising out of the Road Traffic Act or its equivalent.
10. liability which is or but for the existence of this **Evidence of Insurance** would be **Insured** by any other **Evidence of Insurance** except in respect of any **Excess** beyond the amount payable under such other **Evidence of Insurance**, or which would have been payable under such other **Evidence of Insurance** had this Insurance not been effected.
11. liability incurred by **You** more than twenty-four hours before or more than twenty-four hours after the **Wedding Date**.
12. liability for fines, penalties, liquidated, damages or punitive exemplary aggravated or multiplied damages.
13. Loss of or damage to any goods or other property sold, supplied, delivered, installed or erected by **You** and all costs of or arising from the need for making good, removal or repair, rectification, replacement or recall of:
  - i) any such goods or property.
  - ii) any defective work executed by **You**.
14. liability arising from the ownership or use of fireworks or other pyrotechnic devices or effects.
15. **Loss or Damage** to flooring caused by footwear of any kind.
16. any loss arising from ownership or use of bouncy castles or other inflatable.
- 17.

#### SECTION 6: CEREMONIAL ATTIRE

**• What You Are Covered For:**

The **Insurer** will pay up to the amount stated in the Summary for:

1. the reinstatement or replacement (at Our discretion) of **Bridal Attire** to be worn by the Bride or **Civil Partner** if such attire is lost or damaged whilst in **Your** possession or that of a **Close Relative** within one month prior to the Wedding. In respect of hired attire cover shall apply for up to 48 hours after commencement of the wedding.
2. Loss of or Damage to **Ceremonial Attire** worn by **You** and **Your Attendants** within forty-eight hours before and for duration of the wedding.
3. the reimbursement of all deposits and other charges paid for the purchase or hire of the **Ceremonial Attire** which are not recoverable solely due to the financial failure of the contracted suppliers unless the completed goods are made available prior to the **Wedding Ceremony**. Cover under this item commences from the date the premium is paid and applies until completion of Wedding and Reception.

In respect of points 1 and 2 above, an amount will be deducted in respect of hired attire to reflect previous wear and tear.

**• What You Are Not Covered For:**

1. the first €35 per person of each and every claim.
2. **Loss or Damage** arising from wear or tear, moth, vermin, atmospheric or climatic conditions, deterioration, depreciation, confiscation, detention or any process of cleaning, restoration or repair.
3. **Loss or Damage** which is or but for the existence of this **Evidence of Insurance** would be otherwise **Insured**.
4. any Loss or theft not reported to the police within twenty-four hours of discovery. Except in the case of Damage, in which case a written estimate from a reputable retailer may be accepted.

**Loss or Damage** by theft or attempted theft of any **Ceremonial Attire** left in any unattended vehicle, unless the property is left in the locked boot or locked glove compartment of a motor vehicle, concealed from view and there is evidence of violent, visible and forcible entry thereto commences from the date the premium is paid and applies until completion of Wedding and Reception.

#### SECTION 7: WEDDING RINGS(S), FLOWER(S), ATTENDANTS' AND THE WEDDING CAKE

**• What You Are Covered For:**

The **Insurer** will pay up to the amount stated in the Summary for Loss of or Damage to Wedding Ring(s), Flower(s) and the Wedding Cake which occurs during the time specified in 1, 2 or 3 below:

Cover under this Section commences

1. seven days prior to the Wedding and expires twenty-four hours after the Wedding in respect of **Wedding Rings**.
2. Thirty-six hours prior to the Wedding and expires twenty-four hours after the Wedding in respect of Flowers and the Wedding cake.

**• What You Are Not Covered For:**

1. the first €35 per person of each and every claim.
2. theft of Wedding Ring(s) and Flowers unless such items were removed by visible and forcible means.
3. any Loss by theft not reported to the police within twenty-four hours of discovery and a police report obtained.
4. **Loss or Damage** which is or but for the existence of this **Evidence of Insurance** would be otherwise **Insured**.
5. claims for Loss of or Damage to Floral Arrangements, or to the Wedding Cake, that may effectively be claimed under Section 1 of this **Evidence of Insurance**.
6. **Loss or Damage** arising from wear or tear, moth, vermin, atmospheric or climatic conditions, deterioration, depreciation, confiscation, detention or any process of cleaning, restoration or repair.
7. **Loss or Damage** by theft or attempted theft of any **Wedding Rings**, Flowers or the Wedding Cake, left in any unattended vehicle, unless the property is left in the locked boot or locked glove compartment of a motor vehicle, concealed from view and there is evidence of violent, visible and forcible entry thereto.

#### SECTION 8: WEDDING CARS AND TRANSPORT

**• What You Are Covered For:**

The **Insurer** will pay up to the amount stated in the Summary if the private hire firm or pre-booked individual with whom the transport arrangements have been made fails to meet their contractual obligations and they are not able to offer a reasonable alternative for the day of the wedding. Cover under this Section commences from the date the premium is paid, and applies until completion of Wedding and Reception.

**• What You Are Not Covered For:**

1. the first per person €35 of each and every claim.
2. losses recoverable from any other source.
3. losses which may effectively be claimed under Section 1 of this **Evidence of Insurance**.
4. contracts which are not in writing.
5. any costs which would not have been incurred had the original supplier not failed to meet their contractual obligations.
6. financial failure of any service provider.

#### SECTION 9: WEDDING SUPPLIERS

**• What You Are Covered For:**

The **Insurer** will pay up to the amount stated in the Summary following the bankruptcy or liquidation of any pre-booked wedding service supplier for irrecoverable deposits or **Additional Cost** in arranging alternative equivalent services. Cover under this Section commences from the date the premium is paid, and applies until completion of Wedding and Reception.

**• What You Are Not Covered For:**

1. the first per person €35 of each and every claim.
2. losses recoverable from any other source.
3. any costs which would not have been incurred had the original supplier not ceased trading.

## SECTION 10: OPTIONAL MARQUEE EXTENSION (ONLY APPLICABLE TO WEDDINGS IN REPUBLIC OF IRELAND)

### • What You Are Covered For:

This section only applies where the appropriate Premium has been paid. The **Insurer** will indemnify **You** in the event of **Loss or Damage** to the Property **Insured** by any cause not specifically excluded occurring during the Period of hire (not exceeding a maximum of 4 days) subject to the amount shown in the Summary.

### • What You Are Not Covered For:

1. the first €150 per person of each and every Loss resulting from any one occurrence.
2. erection and/or dismantling of any hired equipment.
3. audio visual entertainment equipment unless specifically mentioned and agreed by us.
4. Loss of or Damage to the Property **Insured** due to or arising from:
  - i) wear and tear or inherent defect.
  - ii) rot, mildew, rust, corrosion or frost.
  - iii) insects, vermin, woodworm or moth.
  - iv) dyeing, cleaning, repair or renovation.
  - v) electronic, electrical or mechanical breakdown, failure or derangement.
  - vi) faulty manipulation, design, plan, specification or materials.
  - vii) gradual deterioration or market depreciation.
  - viii) normal atmospheric conditions.
  - ix) shrinkage or change of colour.
5. **Loss or Damage** suffered by **You** as a result of being deceived into knowingly parting with the Property.
6. Damage to flooring caused by footwear.
7. consequential loss of any kind or description.
8. theft or attempted theft unless involving forcible or violent entry to or exit from a building.
9. pecuniary losses recoverable from any other source.
10. government regulation or act.
11. loss or theft from unattended venue or vehicle.

## HONEYMOON (TRIP) INSURANCE COVER

## SECTION 11: EMERGENCY MEDICAL EXPENSES AND REPATRIATION

### SPECIAL CONDITION:

**In the event of Your death, incurring medical expenses in Excess of €400, or Your being involved in an Accident, being admitted to hospital, or curtailing for medical reasons, the Assistance Company must be advised as soon as possible and liability shall only attach for expenses agreed by them. Failure to notify the Assistance Company will prejudice the Insurer and will result in the Insurer's non-acceptance of liability of such claims.**

### • What You Are Covered For:

The **Insurer** will reimburse **you** up to the amount shown in the Schedule of Benefits in respect of the following expenses necessarily incurred as a result of **you** sustaining **Accidental** bodily **Injury**, unexpected **Illness** or your death:

#### 1 Emergency Medical Expenses

1. cost of medical, surgical or hospital treatment (including emergency dental treatment up to €300 for the immediate relief of pain only). The **Insurer** reserves the right to repatriate when, in the opinion of the doctor in attendance and the **Insurers** medical advisors, the **Insured** is fit to travel.
2. cost of transporting **Your** remains to the Republic of Ireland, or the reasonable cost of funeral in the country where death occurs, if other than **Your** usual **Country of Residence**, up to €3,000;
3. reasonable additional transportation and accommodation costs incurred by **You** and any one of **Your** travelling companions, as a result of **You** receiving medical advice from the doctor in attendance and the **Insurers** medical advisors that **Your** originally planned return journey to the Republic of Ireland is impossible due to medical reasons. (Payment shall be based upon the average cost of transportation and accommodation incurred prior to the originally planned return date, at the **Insurers** discretion).

#### 2 Emergency Repatriation

1. the cost of return to the Republic of Ireland of an injured or sick **Insured** by medically appropriate means where, in the opinion of the **Insurers** medical advisors, such return is medically necessary.

### • What You Are Not Covered For:

In addition to the General Exclusions of the **Evidence of Insurance**, the **Insurer** shall not be responsible for:

1. the **Excess** as shown in the Summary of Cover;
2. claims arising directly or indirectly as a result of a pre-existing medical condition of **You** or **Your** travelling companion, unless declared to and agreed by the Medical Screening Company in writing, with any required additional premium paid and/or amendments to **Evidence of Insurance** conditions;
3. claims arising if **You**:
  - (i) are travelling against the advice of a medical practitioner or for the purpose of obtaining medical treatment; or
  - (ii) are on a hospital waiting list or awaiting the results of medical investigations; or
  - (iii) have received a terminal prognosis at the date of application;
  - (iv) are undergoing dialysis treatment;
  - (v) are suffering from any psychological or mental disorder.
4. claims arising for treatment or surgery which, in the opinion of the **Insurers** medical advisors, is not essential or can reasonably be delayed until **Your** return **Home**;
5. claims arising from the **Additional Cost** of single or private hospital room accommodation;
6. claims arising from medical treatment of any kind received after **You** have returned to the Republic of Ireland;
7. claims arising from medical treatment of any kind not authorised at the time by a recognised registered medical practitioner;
8. claims arising from medical treatment of any kind occurring after **You** have refused the offer of repatriation when, in the opinion of the doctor in attendance and the **Insurers** medical advisors, **You** are fit to travel;
9. claims arising in respect of elective medical treatment, physiotherapy treatment and other associated therapies;
10. claims arising out of **Your** failure to contact the **Assistance Company**.

**CONDITION: Should You require medical treatment in Australia, they should enrol with MEDICARE. It is not necessary to enrol on arrival. You can simply do this at the first occasion on which they receive treatment. In-patient and out-patient treatment at a public hospital is then available free of charge. Should You be admitted to hospital then immediate contact must be made with the Assistance Company and their authority obtained in respect of any treatment NOT available under MEDICARE before such treatment is provided.**

## SECTION 12: HOSPITAL BENEFIT

### • What You Are Covered For:

The **Insurer** will pay **You** the amount shown in the Summary of Cover for each and every completed period of 24 hours for which **You** are an inpatient in a hospital abroad, as a direct result of an **Accidental** bodily **Injury** or unexpected **Illness** which is covered under Emergency Medical Expenses and Repatriation section.

### • What You Are Not Covered For:

In addition to the General Exclusions of the **Evidence of Insurance**, the **Insurer** shall not be responsible for:

1. claims where the **Assistance Company** has not been contacted and a recommended hospital has been appointed.

## SECTION 13: CANCELLATION AND CURTAILMENT OF HONEYMOON

### • What You Are Covered For:

If **Your Trip** is cancelled or curtailed due to any one of the reasons listed below occurring to **You, Your** travelling companion or someone on whom **Your Trip** depends, during the Period of Insurance, the **Insurer** will indemnify **You** up to the amount shown in the Summary of Cover:

#### • Cancellation

for travel and accommodation expenses paid or contracted to be paid by **You** in respect of **Your own Trip** (prior to any occurrence giving rise to a claim under this section) which are not recoverable.

#### • Curtailment

for travel expenses to **Your Home** and pro-rata amount of the total pre-paid or contracted cost for each complete day of the **Trip** which is foregone and which are not recoverable (excluding pre-paid or contracted costs for transportation to return **Home** and used travel ticket costs).

Reasons for Cancellation and Curtailment:

1. Death, accidental **Injury** or unexpected **Illness**, occurring during the period of insurance, to **You, Your Travelling Companion, a Relative or Close Business Associate of You or Your Travelling Companion**, or the person with whom you have arranged to stay whilst on the trip;
2. **You** being called for jury service, witness call or compulsory quarantine;
3. **Accident** involving **Your** vehicle within 7 days prior to intended date of departure (applicable to self-drive holidays only);
4. **You** posting overseas or emergency and unavoidable requirements of duty in the Armed Forces, Police, Fire, Nursing or Ambulance Services;
5. **Your Redundancy** notified during the period of insurance which qualifies for payment under the **Redundancy** payments act;
6. fire, flood or burglary at **Your Home** or place of business occurring or becoming apparent within 5 days prior to the commencement of the journey or holiday, or during the course of **Your** holiday;
7. **You** presence being required by the police following burglary at **Home** or **Your** place of business; or
8. **Your** pregnancy where birth is expected before or within 10 weeks of the booked return date or complications of pregnancy occurring prior to the thirtieth week if there have not been complications in any previous pregnancy.

### • What You Are Not Covered For:

In addition to the General Exclusions of the **Evidence of Insurance**, the **Insurer** shall not be responsible for:

1. the **Excess** as shown in the Summary of Cover;
2. claims arising directly or indirectly as a result of a Pre-existing Medical Condition to **You, Your** travelling companion, a **Close Relative or Close Business Associate** of the **Insured** or **Your** travelling companion, or the person with whom **You** have arranged to stay whilst on the **Trip**, unless declared to and agreed by the **Insurer** in writing, with any required additional premium paid and/or amendments to **Evidence of Insurance** conditions;
3. claims arising if **You**:
  - (i) are travelling against the advice of a medical practitioner or for the purpose of obtaining medical treatment; or
  - (ii) are on a hospital waiting list or awaiting the results of medical investigations; or
  - (iii) have received a terminal prognosis at the date of application;
4. claims arising which are not supported by written medical confirmation and clinical reports from medical service providers, as well as all other proof of the happening of an event causing Cancellation or Curtailment;
5. claims for any costs associated with unused timeshare property;
6. claims arising where **You** have not received the necessary inoculations or vaccinations or obtain necessary visas.

7. claims arising from any loss resulting from the cancellation or delay of a flight, subsequent to **Your** initial International departure or return from or to **Your Country of Residence**.
8. claims arising from where **You** will not/cannot travel to area subject to disease of epidemic or pandemic proportions.

### SPECIAL CONDITION:

**It is a condition of this section that any claim for Cancellation be advised verbally to Your issuing agent within 48 hours and confirmed in writing to the Claims Handler. Curtailment must be authorised by the Assistance Company if the cost of Your Trip Home is more than €400, following confirmation from the treating doctor that IT IS MEDICALLY NECESSARY THAT THE INSURED CURTAILS THEIR TRIP.**

**If You curtail Your Trip due to an illness/death of a third party, family member or Close Relative then You must also contact the Assistance Company, otherwise Your claim may be declined. You must always mitigate Your costs.**

## SECTION 14: PERSONAL ACCIDENT

### • What You Are Covered For:

The **Insurer** will pay **You** or **Your** estate the sum **Insured** as shown in the Summary of Cover for one of the following Losses resulting from an external **Accident** sustained by **You**: death, loss of limb(s), loss of sight or permanent **Total disablement**. Loss must occur within 180 days of the date of **Accident**. No benefits shall be paid for more than one Loss suffered.

### • What You Are Not Covered For:

In addition to the General Exclusions of the **Evidence of Insurance**, the **Insurer** shall not be responsible for:

1. Any benefit where **You** death, injury or loss does not occur within 180 days of the **Accident**;
2. Any benefit as a result of participating in a hazardous sport or leisure activity, unless **You** have paid the additional premium prior to travel, for that specific hazardous activity and cover is confirmed on **Your Certificate**;
3. Any benefit if **You** cannot prove to the **Insurer** that the permanent **Total disablement** has continued for 12 months from the date of the injury and in all probability will continue for the remainder of **Your** life;
4. More than one lump sum under this section;
5. The contracting of any disease, illness and/or medical condition, the injection or ingestion of any substance, or any event which directly or indirectly exacerbates a previously existing physical bodily injury.

### SPECIAL CONDITION:

**The Insured must comply with the following procedures:**

- (a) **the Insured shall apply to the Insurer for a written acknowledgement by the Insurer of the existence of a potentially viable claim.**
- (b) **if an acknowledgement in (a) is granted, the Insurer shall initially pay up to 5% of the amount shown in the summary of cover for legal costs incurred by the Insured to determine the probability of success in achieving a reasonable benefit. This shall include an assessment of the legal liability of the potential defendant and the ability to collect damages from the potential defendant.**
- (c) **the Insurer shall not be responsible for any legal expenses incurred prior to its issuing the Insured with a written acknowledgement of the existence of a potentially viable claim.**
- (d) **in the event that the Insured is awarded compensation (by judgment or settlement), the Insurer shall be entitled to recover from the Insured or on behalf of the Insured any sum paid to the Insured under any section of this Evidence of Insurance on account of the same incident for which compensation is received.**

## SECTION 15: PERSONAL LIABILITY

### What You Are Covered For:

The **Insurer** will indemnify **you** up to the amount as shown in the Schedule of Benefits for the legal liability of the **Insured** for **accidental** injury to third parties and/or **accidental** damage to their property within the **territorial limits** of their **policy**. This cover is applicable only in respect of liability under the law of the country in which the event giving rise to the claim occurred, or under UK or Republic of Ireland law, (whichever is applicable to the case in point).

### What You Are Not Covered For:

In addition to the General Exclusions of the **policy**, the **Insurer** shall not be responsible for:

1. the **excess** for damage to property as shown in the Schedule of Benefits;
2. claims arising directly or indirectly from, happening through or in consequence of:
  - (i) employer's liability, contractual liability, or liability to a member of **your family** or **your travelling companion**;
  - (ii) animals belonging to, or in the care, custody or control of the **Insured**;
  - (iii) wilful, malicious or unlawful acts or the use of firearms;
  - (iv) the pursuit of trade, business or profession;
  - (v) ownership or occupation of land or buildings (other than **your temporary trip** accommodation); or
  - (vi) the influence of intoxicating liquor or drugs;
3. claims arising directly or indirectly from, happening through or in consequence of ownership, possession or use of any vehicle, automobile, aircraft, watercraft, or any mechanically propelled conveyance;
4. claims for legal fees and costs resulting from any criminal proceedings.
5. any claim where **you** have cover under another insurance policy

### SPECIAL NOTE:

**No liability shall be admitted and no admission, arrangement, offer, promise or payment shall be made by the Insured without the written consent of the Insurer, who shall be entitled, if they so desire, to take over and conduct, in the name of the Insured, their defence of any claim or to prosecute for their own benefit any claims for indemnity, damages or otherwise against any third party. The Insurer shall have full discretion in the conduct of any negotiations, proceedings, or the settlement of any claims and the Insured shall, wherever possible, give all such information and assistance as the Insurer may require.**

## SECTION 16: LEGAL EXPENSES

### What You Are Covered For:

The **Insurer** will reimburse **you** up to the amount as shown in the Schedule of Benefits, for legal costs incurred by **you** in pursuit of legal proceedings against third parties (excluding any member of **your** or **your travelling companions** family, **your travelling companion**, business partner or employer) for any compensation owed to **you** arising directly from death or **serious illness or injury** during the **period of insurance**.

### What You Are Not Covered For:

- In addition to the General Exclusions of the **policy**, the **Insurer** shall not be responsible for:
1. claims arising for any legal expenses incurred without prior authorisation by the **Insurer**;
  2. claims arising where the **Insurer** considers **your** prospects of success in achieving a reasonable benefit to be insufficient;
  3. claims arising pursuant to a contingent fee agreement between **you** and **your** counsel/ lawyer;
  4. claims arising for travel and accommodation expenses over £1,000, whilst in pursuit of a legal action;
  5. claims arising from **your** pursuing legal proceedings as part of and/or on behalf of a group or
  6. claims incurred for any legal costs pursuant to a legal action against a travel agent, tour operator, carrier, the **Insurer**, the **Claims Handler**, the **Assistance Company**, the placing broker or the insurance company
  7. claims occurring under criminal law.
  8. claims occurring or where the case is brought to court in more than one country.

### SPECIAL CONDITION:

The **Insured** must comply with the following procedures:

- (a) the **Insurer** shall have complete control over the appointment of any solicitor(s) acting on your behalf and of any legal proceedings
- (b) the **Insured** shall apply to the **Insurer** for a written acknowledgment by the **Insurer** of the existence of a potentially viable claim.
- (c) if an acknowledgment in (a) is granted, the **Insurer** shall initially pay up to 5% of the amount shown in the Schedule of Benefits for legal costs incurred by the insured to determine the probability of success in achieving a reasonable benefit. This shall include an assessment of the legal liability of the potential defendant and the ability to collect damages from the potential defendant.
- (d) the **Insurer** shall not be responsible for any legal expenses incurred prior to its issuing the **Insured** with a written acknowledgment of the existence of a potentially viable claim. (e) in the event that the **Insured** is awarded compensation (by judgment or settlement), the **Insurer** shall be entitled to recover from the **Insured** or on behalf of the **Insured** any sum paid to the **Insured** under any section of this policy on account of the same incident for which compensation is received.

## SECTION 17: PERSONAL BELONGINGS

### • What You Are Covered For:

#### 1. Lost, Stolen or Damaged

The **Insurer** will reimburse **you** up to the amount as shown in the Summary of Cover, for the value of **Personal Belongings** taken or purchased on the **Trip** by **you** which is **Accidentally** lost, stolen or damaged.

The maximum payment for any **Single Item** is shown in the Summary of Cover. The maximum payment for **Valuables** is shown in the Summary of Cover.

The maximum payment for any **Single Item** for which an original receipt, proof of purchase or insurance valuation (obtained prior to the loss) is not supplied is €90, subject to a maximum of €450 for all such items.

#### 2. Travel Documents

The **Insurer** will reimburse **you** up to the maximum as shown in the Summary of Cover for the value of travel documents (passport, green cards, travel tickets and accommodation vouchers) held by **you** which are lost or stolen (and reasonable expenses directly consequential upon any such loss whilst abroad).

### • What You Are Not Covered For:

In addition to the General Exclusions of the **Evidence of Insurance**, the **Insurer** shall not be responsible for:

1. the **Excess** as shown in the Summary of Cover;
2. wear, tear and depreciation of the article(s);
3. claims arising from breakage of fragile articles unless caused by fire or **Accident** to a vehicle;
4. claims arising for loss, theft or damage to prams, buggies, wheelchairs, pedal cycles, motor vehicles, motor cycles, marine or diving equipment and craft, surfboards, sailboards, ski equipment, golf equipment or related equipment or fittings of any kind;
5. claims arising from damage caused by leakage of powder or liquid carried within personal effects or baggage;
6. claims arising for **Money**, cheques, contact lenses, antiques, computer equipment of any kind, mobile telephones, TV sets;
7. claims arising for theft which is not reported to any appropriate police authority within 24 hours of discovery and an official report obtained;
8. claims arising for **Loss or Damage** which is not reported to any appropriate authority within 24 hours of discovery and an official report obtained (and specifically for claims arising against or in common carriers and hotels, any claim not reported in writing to such carrier or hotel within 24 hours of discovery, and an official report obtained) will not be covered. In the case of an airline, a Property Irregularity Report will be required;
9. claims arising for breakage of **Sports Equipment** whilst in use;

10. claims arising for loss, theft or damage to household goods or anything shipped as freight or under a bill of lading;
11. claims arising for **Loss or Damage** of dentures or bridgework, corneal lenses, artificial limbs or hearing aids of any kind;
12. claims arising for personal effects left unattended in a place to which the general public has access or left in the custody of a person who does not have an official responsibility for the safekeeping of the property. Including, theft or damage occurring on a beach or in or around a swimming pool;
13. claims arising for loss, theft or damage of items from an unattended motor vehicle, unless taken from a locked boot, glove box or locked & secured roof box between 8am and 8pm local time and there is evidence of forced entry which is confirmed by a police report;
14. claims arising for **Loss or Damage** to items carried on a vehicle roof rack;
15. claims arising for loss, theft or damage to **Valuables** which at the time of such loss, theft or damage were located in checked-in luggage or a motor vehicle.

#### SECTION 18: PERSONAL MONEY

##### • What You Are Covered For:

The **Insurer** will indemnify **You** up to the amount as shown in the Summary of Cover in respect of loss of **Money** which is the property of **You** and carried on **Your** person (a reduced limit applies as shown in the Summary of Cover for children under 18 unless an adult premium has been paid for that person) or placed in a safety deposit box or similar locked, fixed receptacle. Cover for **Money** is limited to the **Money** limit as shown in the Summary of Cover.

##### • What You Are Not Covered For:

In addition to the General Exclusions of the **Evidence of Insurance**, the **Insurer** shall not be responsible for:

2. the **Excess** as shown in the Summary of Cover;
3. claims arising for theft which has not been reported to any appropriate police authority within 24 hours of discovery and an official report obtained;
4. claims for loss which has not been reported to any appropriate authority within 24 hours of discovery and an official report obtained (and specifically for claims arising against common carriers and hotels, any claim not reported in writing to such carrier or hotel within 24 hours of discovery, and an official report obtained).
5. claims arising from delay, detention, seizure or confiscation by Customs or other officials;
6. claims arising from shortages due to error, omission or depreciation in value;
7. claims arising for loss or theft of personal **Money** which at the time of such loss or theft was located in checked-in luggage or an unattended motor vehicle at any time;
8. claims arising for personal **Money** left unattended in a place to which the general public has access or left in the custody of a person who does not have an official responsibility for the safekeeping of the property. Including loss or theft occurring on a beach or in or around a swimming pool.

#### SECTION 19: MISSED DEPARTURE

##### • What You Are Covered For:

The **Insurer** will indemnify **You** up to the amount shown in the Summary of Cover, in respect of reasonable **Additional Cost** of travel and accommodation necessarily incurred if **You** are unable to reach the International point of departure of the booked travel itinerary on the initial outward or final return journey as a consequence of the failure of **Public Transport** services or the **Accident/** breakdown of a motor vehicle in which **You** are travelling.

##### • What You Are Not Covered For:

In addition to the General Exclusions of the **Evidence of Insurance**, the **Insurer** shall not be responsible for:

1. the **Excess** as shown in the Summary of Cover;
2. claims arising as a result of **Your** not having taken reasonable steps to complete the journey to the departure point on time;

3. claims arising from the failure of **Public Transport** services caused by strike, riot or civil commotion for which warning has been given prior to the commencement of departure to the departure point;
4. claims arising from the vehicle not having been properly serviced and maintained, in the event of vehicle breakdown.
5. claims arising from an **Accident/** breakdown of a motor vehicle, where no written evidence of such **Accident/** breakdown has been supplied.

#### SECTION 20: TRAVEL DELAY AND HOLIDAY ABANDONMENT

##### • What You Are Covered For:

In the event of a delay of **Your** outward flight or sea **Trip** from the Republic of Ireland or planned inbound flight, international rail journey or sea **Trip** to the Republic of Ireland the **Insurer** will compensate **You** as follows:

##### 1. Travel Delay

The amount shown in the Summary of Cover for the first full 12 hour period of delay and an additional amount for each full 12 hour period of delay thereafter, up to the maximum amount shown in the Summary of Cover, provided always that **You** obtain in writing from the carrier a statement confirming the length and exact nature of the delay.

##### 2. Abandonment

If the holiday or journey is necessarily cancelled following a delay of not less than 24 hours beyond the **Certificated** departure time (and written confirmation obtained from the carrier), the **Insurer** will indemnify **You** up to the amount shown in the Summary of Cover for travel and accommodation expenses paid or contracted to be paid by **You** in respect of his own **Trip** (prior to any occurrence giving rise to a claim under this section) and which are not recoverable.

##### • What You Are Not Covered For:

In addition to the General Exclusions of the **Evidence of Insurance**, the **Insurer** shall not be responsible for:

1. the **Excess** as shown in the Summary of Cover for Abandonment;
2. claims arising from delay caused by strike if strike or industrial action was notified at the time the insurance was purchased.
3. **Your** failure to check in as per **Your** original itinerary.
4. any claim payable that can be paid under the section missed departure

**NOTE: Both travel delay and abandonment are restricted to the following causes:**

- **Strike or industrial action**
- **Adverse weather conditions**
- **Mechanical breakdown**

#### SECTION 21: DELAYED BAGGAGE

##### • What You Are Covered For:

The **Insurer** will reimburse **You** for the cost of purchase of necessities, up to the maximum as shown in the Summary of Cover should **Personal Belongings** be delayed or lost in transit on the outward journey for more than 24 hours. Payment made under this heading will be set against the amount of any claim arising if the **Personal Belongings** are permanently lost. **You** must supply receipts for the items purchased and confirmation from the carrier of the length of delay.

##### • What You Are Not Covered For:

In addition to the General Exclusions of the **Evidence of Insurance**, the **Insurer** shall not be responsible for:

1. the **Excess** as shown in the Summary of Cover;
2. wear, tear and depreciation of the article(s);
3. claims arising from breakage of fragile articles unless caused by fire or **Accident** to a vehicle;
4. claims arising for loss, theft or damage to prams, buggies, wheelchairs, pedal cycles, motor vehicles, motor cycles, marine or diving equipment and craft, surfboards, sailboards, ski equipment, golf equipment or related equipment or fittings of any kind;

5. claims arising from damage caused by leakage of powder or liquid carried within personal effects or baggage;
6. claims arising for **Money**, cheques, contact lenses, antiques, computer equipment of any kind, mobile telephones, TV sets;
7. claims arising for theft which is not reported to any appropriate police authority within 24 hours of discovery and an official report obtained;
8. claims arising for **Loss or Damage** which is not reported to any appropriate authority within 24 hours of discovery and an official report obtained (and specifically for claims arising against or in common carriers and hotels, any claim not reported in writing to such carrier or hotel within 24 hours of discovery, and an official report obtained) will not be covered. In the case of an airline, a Property Irregularity Report will be required;
9. claims arising for breakage of **Sports Equipment** whilst in use;
10. claims arising for loss, theft or damage to household goods or anything shipped as freight or under a bill of lading;
11. claims arising for **Loss or Damage** of dentures or bridgework, corneal lenses, artificial limbs or hearing aids of any kind;
12. claims arising for personal effects left unattended in a place to which the general public has access or left in the custody of a person who does not have an official responsibility for the safekeeping of the property. Including, theft or damage occurring on a beach or in or around a swimming pool;
13. claims arising for loss, theft or damage of items from an unattended motor vehicle, unless taken from a locked boot, glove box or locked & secured roof box between 8am and 8pm local time and there is evidence of forced entry which is confirmed by a police report;
14. claims arising for **Loss or Damage** to items carried on a vehicle roof rack;
15. claims arising for loss, theft or damage to **Valuables** which at the time of such loss, theft or damage were located in checked-in luggage or a motor vehicle;
16. claims arising from delay, detention, seizure or confiscation by customs or other officials.

## SECTION 22: PETCARE

### • What You Are Covered For:

This insurance will pay up to the amount shown in the Summary of Cover and **Excesses** in the event of **You** necessarily incurring additional kennel and/or cattery fees in **Excess** of a pre-booked period of accommodation within a recognised Boarding Kennel and/or Cattery as a direct result of:

- i) a delay of more than 12 hours to **Your** final planned inbound flight, rail or sea **Trip** to Republic of Ireland, or
- ii) **Your** return **Home** being delayed due to **You** receiving in-patient treatment overseas and Emergency **Assistance Company** are notified.

### • What You Are Not Covered For:

1. any delay which is due to a strike or industrial action which had started or had been announced before buying this insurance
2. claims not substantiated by a written report from the recognised Boarding Kennel, Cattery or Animal Shelter
3. claims due to travel delay that are not substantiated by a written report from the carrier stating the length and exact nature of the delay
4. any fees incurred in the first 12 hours, or which did not form part of the original pre-booked duration for **Your** pet **You** are not covered for anything mentioned in the general exclusions.

## EXCLUSIONS APPLICABLE TO ALL SECTIONS OF THE INSURANCE

In addition to the General Exclusions of the **Evidence of Insurance**, the **Insurer** shall not be responsible for claims arising:

1. which are directly or indirectly caused by, occasioned by, resulting from or in connection with any of the

following regardless of any other cause or event contributing concurrently or in any other sequence to the claim:

- i) **Act of Terrorism**; or
  - ii) war, invasion or warlike operations (whether war be declared or not), hostile acts of sovereign or government entities, civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power or martial law or confiscation by order of any government or public authority; or
  - iii) seizure or illegal occupation; or
  - iv) confiscation, requisition, detention, legal or illegal occupation, embargo, quarantine or any result of any order of public or government authority which deprives **You** of the use or value of **Your** property, nor for **Loss or Damage** arising from acts of contraband or illegal transportation or illegal trade; or
  - v) discharge of pollutants or contaminants, which pollutants and contaminants shall include but are not limited to any solid, liquid, gaseous or thermal irritant, contaminant or toxic or hazardous substance or any substance the presence, existence or release of which endangers or threatens to endanger the health, safety or welfare of persons or the environment; or
  - vi) chemical or biological release or exposure of any kind; or
  - vii) attacks by electronic means including computer hacking or the introduction of any form of computer virus; or
  - viii) threat or hoax, in the absence of physical damage due to an **Act of Terrorism**; or
  - ix) any action taken in controlling, preventing, suppressing or in any way relating to any **Act of Terrorism**
2. from loss or destruction of, or damage to any property whatsoever, or any loss or expense whatsoever resulting in or arising there from, or any consequential loss of any legal liability of whatsoever nature, directly or indirectly caused by or contributed to, or arising from:
    - a. ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
    - b. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;
  3. from **You** engaging in any illegal or criminal act;
  4. from any consequential loss whatsoever. Claims shall only be paid for those losses which are specifically stated under the terms of this insurance;
  5. directly or indirectly out of **Your** financial incapacity, except in the circumstance of **Redundancy**;
  6. which but for the existence of this insurance, would be covered under any other insurance **Evidence of Insurance**(ies), including any amounts recovered by **You** from private health insurance, any reciprocal health agreements, airlines, hotels, **Home contents Insurers** or any other recovery by **You** which is the basis of a claim;
  7. from the tour operator, airline or any other company, firm or person either becoming insolvent or being unable or unwilling to fulfil any part of their obligation;
  8. from any hazardous activity including but not limited to all wintersports;
  9. from Suicide or attempted suicide or wilful exposure to danger (except in an attempt to save human life), psychological and/or mental disorder, anxiety, stress or depression, venereal infection or the influence of or in connection with the use of alcohol or drugs, unless as prescribed by a treating doctor;
  10. from **You** being in or entering or descending from an aircraft other than a fully licensed passenger carrying aircraft **You** are travelling as a passenger other than as a member of the crew and not for the purpose of undertaking any trade or technical operation therein or thereon;
  11. from **Your** wilful exposure to a peril. **You** must exercise reasonable care to prevent illness, injury or **Loss or Damage** of his property as if uninsured;

12. directly or indirectly from **You** being engaged in any manual employment after the commencement of the **Trip**;
13. which have not been proven and the amount thereof substantiated;
14. from the use of a any vehicle.
15. wilful exposure to areas known to be infected with:
  - a. Severe Acute Respiratory Syndrome (S.A.R.S)
  - b. Avian Influenza, Asian Bird Flu, and/or H5N1
  - c. Any other Influenza A virus.
16. from **Your** travelling against the advice of a medical practitioner

#### CONDITIONS APPLICABLE TO ALL SECTIONS OF THE INSURANCE

1. **All material facts must be disclosed to the Insurer at the time of taking out this Insurance. Failure to do so may result in the Insurers non-liability for claims. A material fact is any fact known to You which is likely to influence the Insurers in the acceptance or assessment of the insurance. If You are in any doubt as to whether a fact is 'material' then for Your own protection it should be disclosed. All information provided in purchasing this insurance shall form the basis of the contract. The Insured should keep a record (including copies of letters) of all information provided by the Issuing Agent for the purpose of entering into this contract.**
2. All Certificates, information and evidence required by the **Insurer** shall be furnished at **Your** expense or **Your** legal personal representatives and shall be in such form and of such nature as the **Insurer** may prescribe.
3. **You** shall as often as required submit to a medical examination on behalf of the **Insurer** at the **Insurers** expense.
4. In the event of **Your** death, the **Insurer** shall be entitled to have a post-mortem examination at our own expense.
5. Any items which become the subject of a claim for **Loss or Damage** shall be retained for **Insurer** inspection and shall be forwarded to their agents upon request at the expense of **You** or **Your** legal personal representatives. All such items shall become the property of the **Insurer** following final settlement of the claim.
6. In the event of any occurrence which may give rise to a claim under this insurance, **You** shall take all reasonable steps to minimise any loss arising out of such claim.
7. This insurance is non-transferable. Should the **Trip** be cancelled prior to departure for any reason whatsoever other than those set out in the Cancellation section of the **Evidence of Insurance** then the insurance cover terminates immediately and the premium is neither apportionable nor refundable.
8. The **Insurer** and the **Insured** are entitled to choose the law applicable to the insurance contract. The **Insurer** chooses English law and, in the absence of any agreement to the contrary, English law shall apply.
9. The **Insurer**, at its own expense, take proceedings in **Your** name to recover compensation or secure an indemnity from any third party in respect of any **Loss or Damage** covered by this insurance and any amount so recovered shall belong to the **Insurer**.
10. In the event that the **You** recover by any means, damages from any third party in respect of personal **Accident**, all benefits paid to **You** shall be repaid to the **Insurer**.
11. If any fraudulent claim is made or if any fraudulent means or devices are used to obtain any benefit under this **Evidence of Insurance**, all benefits there under shall be forfeited as well as all premiums paid.

#### DATA PROTECTION ACT 1998

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

#### COMPLAINTS PROCEDURE

Should **You** have any queries or complaints regarding this insurance or in the way **Your** claim has been dealt with, in the first instance please write to:

**The Claims Manager, White Horse Insurance Ireland Limited, PO Box 644, Shannon, Co. Clare, Republic of Ireland**

If **You** are still not satisfied with our decision after following the above procedure, **You** may then write to:

**Financial Services Ombudsman's Bureau, Third Floor Lincoln House, Lincoln Place, Dublin 2, Republic of Ireland**

LoCall: 1890 882090  
Telephone: 00353 (1) 6620 899  
Fax: 00353 (1) 6620 890

Please note that the Ombudsman will not consider **Your** case until **You** have followed the internal complaints procedure by writing to White Horse Insurance Ireland Ltd, as outlined above.

Please quote **Your** insurance reference number and **Your** claim number in all **Your** correspondence to all parties involved with this procedure. This procedure is intended to provide **You** with a prompt and practical service with any complaint that **You** may have, and does not affect **Your** legal rights.

#### FOR 24 HOUR EMERGENCY MEDICAL ASSISTANCE:

Please telephone AXA Assistance on 0044 (0) 844 811 0923

#### FOR CLAIMS:

Please telephone the White Horse Insurance Ireland Ltd Claims Department on 0818 946910.

Any incident or Loss which gives rise, or may give rise, to a claim under Wedding Insurance (Sections 1 – 10) only should be notified immediately to the Claims Department. In respect of claims occurring under Section 3 – Photography and Video, **You** must observe the specific claims reporting conditions set out. If **You** have to make a claim under the Wedding Insurance **You** must notify Us as above as soon as practical after the incident giving rise to the claim, and in any event no later than 45 days after this Insurance expires. We will reserve the right to decline liability for any claim notified after this date.

For Single **Trip** cover (Sections 11 – 20) please note that it is a condition of **Your Evidence of Insurance** that **You** notify us of **Your** intention to make a claim within 45 days of **Your** return date. Our postal address is:

White Horse Insurance Ireland Ltd Claims Department  
PO BOX 644  
Shannon  
Co Clare

When **You** contact us please ensure **You** have the following information available to **You** as we will require it to process **Your** claim:

- Master **Evidence of Insurance** reference of **WHIIL/IREWED/08/2010**
- Name of **Your Evidence of Insurance** and were it was purchased
- **Your Evidence of Insurance** number
- Country and Resort **You** visited or intended to visit
- Actual or intended travel dates
- Incident date
- Brief circumstances of **Your** claim
- Value of the claim

Please note **Your** claim may be delayed if **You** are unable to advise us on the above information.