# **Natural Catastrophe Cover**

This document only constitutes a valid insurance policy when it is issued in conjunction with a valid Travel Insurance Certificate.

Scheme Reference: NCC2011

Just Cover. ie has arranged this insurance with Professional Travel Insurance Company Limited. Registered in Companies House (Gibraltar) Ltd., 317 Main Street, P.O. Box 848, Gibraltar. Reg no. 33927.

Just Cover. ie are authorized and regulated by The Central Bank of Ireland). Professional Travel Insurance Company Limited are authorised and regulated by the Financial Services Commission (FSC) in Gibraltar. The FSC holds a register of all regulated firms on its website (visit <a href="https://www.fsc.gi">www.fsc.gi</a>).

We hereby draw Your attention to some important features of Your Natural Catastrophe Cover.

#### **POLICY DOCUMENT**

**You** should read this document carefully together with the **Certificate** which forms an integral part of the Policy. It gives **You** full details of what is and is not covered and the conditions of the cover.

#### **CONDITIONS, EXCLUSIONS AND WARRANTIES**

General conditions and exclusions will apply to the whole of **Your** policy. Specific terms may be applied to each sub-section.

#### **POLICY EXCESSES**

Claims will be subject to an **Excess**. The **Excess** will be applied per person, per section and per incident under which a claim is made. This means that **You** will be responsible for the first part of the claim. The amount **You** have to pay is the **Excess**.

#### **POLICY LIMITS**

**Your** policy has limits on the amount **We** will pay under each sub-section.

## **REASONABLE CARE**

You must exercise reasonable care to prevent loss as if uninsured.

# YOUR RIGHT TO CANCEL

If **Your** cover does not meet **Your** requirements, please notify **Us** within 14 days of receiving **Your** policy and return all **Your** documents for a refund of **Your** premium. If during this 14 day period **You** have travelled, made a claim or intend to make a claim, **We** are entitled to recover all costs **We** have incurred for **Your** use of those services. Please note that **Your** cancellation rights are no longer valid after this initial 14 day period and there is no provision for refund.

### RESIDENCY

This policy is only available to **You** if **You** are permanently resident in Ireland.

# **GOVERNING LAW**

This policy shall be governed by and construed in accordance with the Law of Ireland.

### **COMPLAINTS PROCEDURE**

If You have any cause for complaint regarding this insurance, please refer to the Complaints Procedure on page 4.

# **IMPORTANT CONTACT NUMBERS**

FOR POLICY ENQUIRIES - Call the Customer Helpline on: Telephone Number 003 531 4404367

FOR CLAIMS - Call the Claims Helpline on: (01) 1992 454253

# **MAKING A CLAIM**

Any incident or loss which gives rise, or may give rise, to a claim under Your Natural Catastrophe Cover should be advised immediately to:

Claims Department. ONE Travel Claims Tel: +44(0) 1992 454253; Fax: +44(0) 1992 450717 On contacting the Claims Team, please state **Your** insurance is provided by Just Cover

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You will then be sent a claim form, which You should arrange to complete as fully as possible, and return with the necessary supporting documents. If You have to make a claim, You must notify Us as above as soon as practicable after the incident giving rise to the claim, and in any event no later than 31 days after Your return Home. We reserve the right to decline liability for any claim notified after this date.

We will, subject to the terms of the policy and confirmation of proof of payment of the appropriate insurance premium, pay the benefit described in respect of events occurring during the period of insurance. This policy gives full details of the cover, limits and exclusions applicable to the insurance. It should be read in conjunction with the Certificate / Schedule that states the persons covered and the basis of cover. Together these documents form a contract of insurance.

## **TABLE OF COVER**

	Cover Section	Maximum Limits of Cover	Excess per
			person
1	Natural Catastrophe		
	a) Cancellation	Up to €1,750	€60
	b) Additional expenses	Up to €175 per day subject to a maximum of €1,750	€60
	c) Replacement accommodation	Up to €175 per day subject to a maximum of €1,750	€60
	d) Travel Delay	€30 per 12 hours subject to a maximum of €300	Nil

#### **POLICY DEFINITIONS**

Wherever the following words or phrases appear within this policy they will always have the same meaning. Under certain sections cover will be limited, please refer to individual sections for full terms and conditions.

### Certificate / Schedule

Means the **Certificate / Schedule** is proof of insurance and is part of the policy. This document describes **You** and the insured person(s) who are covered under this policy, the period of insurance and the cover **You** have chosen.

### Excess

Means the first amount of the claim for each person, each section and each incident which is payable by **You**. The **Excess** amounts are shown in the Table of Cover.

# **Holiday Services**

Means pre-booked, pre-paid elements of the trip for car hire, airport parking, and excursion tickets.

### Home

Means Your usual place of residence in Ireland.

### **Maximum Period of Cover**

Cover is provided for up to 31 days from when the **Natural Catastrophe** occurs or up to the first available date to get **You** to **Your** destination or **Home** (whichever is sooner).

### **Natural Catastrophe**

Means an event caused by the following forces of nature that has a catastrophic consequence: fire, flood, earthquake, explosion, tsunami, volcanic eruption, landslide, avalanche, hurricane, cyclone or storm which is unforeseen and unknown at the time **You** purchased this insurance.

# **Policy**

Your Certificate/Schedule, this wording and any endorsements.

# **Public Transport**

Means any airline or ferry services operating to a published timetable or Tour Operator's own transport or taxi, to join **your** booked travel itinerary.

## Us, We, Our

Means Professional Travel Insurance Company Limited.

## You, Your(s), insured

Means all person(s), the names of whom are on the **Certificate** at the time of premium payment and are shown on the **Certificate / Schedule**. All persons must be resident in Ireland.

#### **Natural Catastrophe Cover**

#### What You are covered for:

If any part of **Your** outward, onward or return journeys are delayed, cancelled, cut short or extended as a result of a natural catastrophe, **We** will provide cover up to the amount shown below as follows:

- a) Cancellation costs-up to the amount shown in the Table of Cover for any non-refundable unused travel, accommodation and **Holiday Services** which You have paid or are contracted to pay if the public transport on which **You** are booked to travel is cancelled and **You** are unable to use **Your** travel, accommodation or **Holiday Services**.
- b) Additional expenses-up to the amounts shown in the Table of Cover for any reasonable additional accommodation (room only) costs and transport expenses necessarily incurred, up to the standard of **Your** original booking, in reaching **Your** booked destination at any stage of **Your** trip, including **Your** return **Home**, if
- (i) the public transport on which **You** are booked to travel is delayed for more than 24 hours and no reasonable alternative is offered by the transport company to allow **You** to reach **Your** destination; or
- (ii) the public transport on which **You** are booked to travel is cancelled and an alternative is not provided to **You** within 24 hours or, in the case of connecting transport, not provided within a timeframe that allows **You** to continue with **Your** original itinerary.
- c) Replacement accommodation-up to the amounts shown in the Table of Cover for reimbursement of additional accommodation (room only) costs due to circumstances outside of **Your** control.
- d) Travel Delay up to the amounts shown in the Table of Cover if the **public transport** on which **You** are booked to travel is delayed or cancelled at any international departure point from or to Ireland, provided **You** have checked in at the airport or, if **You** have checked in online, **You** have already travelled to the airport, and eventually continue with the trip. This benefit is provided to assist with miscellaneous expenses that **You** incur when delayed at the airport such as food, drink and telephone expenses.

PLEASE NOTE THAT IF YOU RECOVER YOUR COSTS FOR ANY PRE-BOOKED ELEMENTS OF YOUR ORIGINAL ITINERARY, WE WILL THEN ONLY CONSIDER COVER FOR THE DIFFERENCE IN VALUE OF ANY ADDITIONAL COSTS THAT YOU INCUR DURING THOSE ORIGINAL TRIP DATES. This condition does not apply to costs that You incur after Your original trip end date where You have to extend Your trip for any of the covered reasons identified under sub-sections a) to d) above.

# Special note regarding claims arising from volcanic ash clouds:

**We** will consider claims arising from volcanic ash clouds produced by volcanic eruptions that would usually be excluded under point 4 below, subject to those claims occurring more than 28 days after the start date of this insurance or of **You** booking the trip, whichever is later.

### What You are not covered for

- 1. The first €60 of each and every claim per incident per person (except claims under sub-section 1d).
- 2. Travel tickets paid for using any airline mileage reward scheme or other reward point's scheme.
- 3. Accommodation costs paid for using any Timeshare, Holiday Property Bond or other reward points scheme.
- 4. Any circumstance existing or being publicly announced on or before the date You purchased this insurance or at the time of booking any trip, whichever is later, or, if You are cutting short Your trip under sections b (i) and b (ii), before You had started Your trip.
- 5. Any costs incurred by **You** which are recoverable from a tour operator, public transport operator, accommodation provider, **Holiday Services** provider or any other source, or for which **You** receive or are expected to receive compensation or other assistance.
- 6. Any accommodation costs, charges and other expenses where the public transport operator has offered reasonable alternative travel arrangements or accommodation.
- 7. Any costs for normal day to day living such as food and drink.

- 8. Anything covered under the main Travel Insurance policy being purchased with this cover.
- 9. Any travel or accommodation expenses **You** would normally incur.
- 10. Any costs if You have made Your own arrangements as a result of which less than a 24 hour delay has been incurred.
- 11. Any costs if **You** do not take the first available means of transport to get to **Your** destination or **Home** or any unreasonable or unnecessary costs to get **You** to **Your** destination or **Home**.
- 12. Any claims arising from the losses directly arising from the insolvency or financial failure of a tour operator, public transport provider or **Holiday Services** provider.
- 13. Any claims 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:

  a) act of terrorism; or
  - b) nuclear detonation, reaction, nuclear radiation or contamination, howsoever such nuclear detonation, reaction, nuclear radiation or radioactive contamination may have been caused; or
  - c) 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 d) seizure or illegal occupation; or
  - e) 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
  - f) discharge of pollutants or contaminants, (other than from Natural Catastrophes as defined under the policy definitions above) which pollutants and contaminants shall include but 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
  - g) chemical or biological release or exposure of any kind (other than from **Natural Catastrophes** as defined under the policy definitions above); or
  - h) threat or hoax, in the absence of physical damage due to an act of terrorism; or
  - i) any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism; or
  - j) prohibitive regulations by the government of any country.
- 14. Any claims arising directly or indirectly from You travelling against Foreign Office advice.

# **Special conditions relating to claims**

- 1. It is a condition that all material facts have been disclosed to **Us**. Failure to do so may affect **Your** rights under this insurance. Following a change in material fact disclosed to **Us** by **You** during the period of insurance, **We** reserve the right to amend or cancel **Your** insurance, providing **You** with a pro-rata refund of premium. If **You** are in any doubt as to whether a fact is 'material', then for **Your** own protection it should be disclosed to **Us**.
- 2. If **You** fail to notify the travel agent, tour operator or provider of transport or accommodation as soon as **You** find out it is necessary to cancel the trip, the amount **We** will pay will be limited to the cancellation charges that would have otherwise applied.
- 3. You must obtain (at Your own expense) written confirmation from the provider of the accommodation (or their administrators), the local police or other relevant authority that You could not use Your pre-booked accommodation and the reason for this.
- 4. You must give notice as soon as possible to Us of any circumstances making it necessary for You to return Home and before any arrangements are made for Your repatriation.
- 5. **You** must obtain (at **Your** own expense) written confirmation from the public transport operator (or their handling agents) of the cancellation, number of hours of delay or denied boarding and the reason for these together with details of any alternative transport offered.
- 6. You must comply with the terms of contract of the public transport operator and seek financial compensation, assistance or a refund of Your ticket and any other expenses from them in accordance with such terms and/or (where applicable) Your rights under EU Air Passengers Rights legislation in the event of denied boarding, cancellation or long delay of flights. Details of Your rights can be downloaded from: <a href="http://europa.eu.int/comm/transport/air/">http://europa.eu.int/comm/transport/air/</a> rights/index\_en.htm.

## **COMPLAINTS PROCEDURE**

It is the intention to give **You** the best possible service but if **You** do have any questions or concerns about this insurance or the handling of a claim **You** should in the first instance contact:

# Complaints regarding the SALE OF THE POLICY:

Company Name: JustCover.ie Limited, 5 Castleknock Woods, Dublin 15

## Complaints regarding a **CLAIM**:

The Managing Director, One Holdings Limited, 1-4, Limes Court, conduit Lane, Hoddesdon, Herts EN11 8EP

Tel: +44 (0) 1992 708700; Fax: +44 (0) 1992450718

In all correspondence please state Your insurance is provided by (insert agent details) and quote scheme reference NCC2011.

In the event You remain dissatisfied about any matter and wish to make a complaint, You can do so by contacting the following:

The Complaints Officer
Professional Travel Insurance Company Limited's Representative
Insurance House,
Prisma Park,
Berrington Way,
Basingstoke,
RG24 8GT

If You remain dissatisfied, You may write to:

The Financial Ombudsman Service South Quay Plaza 183 Marsh Wall LONDON E14 9SR

Please note that the Financial Ombudsman Service will not consider **Your** complaint until **You** have received a final decision from Professional Travel Insurance Company Limited.

The existence of these internal arrangements does not affect **Your** right to take immediate legal action against Professional Travel Insurance Company Limited.

## **COMPENSATION SCHEME**

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the FSCS if We cannot meet Our obligations. Insurance advising and arranging is covered at 90% of the claim, without any upper limit.

## **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 providing such information to third parties. **We** may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area.