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SCHEDULE OF COVER

М	PLATINUI	GOLD		SILVER			
Cover Excess	Limit	Limit Cover Excess		Cover Excess	Limit	Benefit	
€0	€ 6,000	€95 (Loss Of	€ 4,000	€150 (Loss Of	€ 1,000	Cancellation &	1
	,	Deposit €40)	<u> </u>	Deposit €60)	<u> </u>	Curtailment	_
€0	€10million	€ 95	€5million	€ 150	€2million	Medical*	2
	€ 450	€ 95	€ 450	€ 150	€ 200	Dental Treatment	
	€ 2,000	€ 95	€ 2,000	€ 150	€ 2,000	Burial Abroad	
	€25 for every 24 hr up to €200	€0	€20 for every 24 hr up to €150	€0	€15 for every 24 hr up to €150	Hospital Benefit	
€0	€ 3,000	€ 95	€ 2,000	€ 150	€ 1,000	Personal Luggage	
	€ 400		€ 300		€ 200	Valuables (in total)	
	€ 250		€ 200		€ 150	Single item / Set of Articles	
	€375	€0	€200	€0	€100	Delayed Luggage	
	(€75 per 24 hours)		(€50 per 24 hours)		(€50 per day)	, 55 5	
€0	€ 750	€ 95	€ 500	€ 150	€ 300	Personal Money and	3
	6 200		6.250		6450	Travel Documents	
	€ 300 € 100	N/A	€ 250 € 100	N/A	€ 150 € 75	Cash Cash Under 18	
	€ 100	N/A N/A	€ 100 € 250	N/A N/A	€ 75 € 250	Travel Documents	
	€ 350 € 250	N/A N/A	€ 250 € 250	N/A N/A	€ 250 € 250	Replacement Passport	
	€ 250	N/A	€ 250	N/A	€ 250 € 250	Emergency Passport	
	€30 for first 12 hr	19/75		NA		Lineigency rassport	
	period / €30 for		€20 for first 12 hr		€10 for first 12 hr		
€0	each subsequent	€0	period / €20 for each	€0	period / €10 for each	Delayed Departure	4
	12 hr period, up to		subsequent 12 hr		subsequent 12 hr	Zolu you Zopul tulo	
	€400		period, up to €200		period, up to €200		
€0	€ 6,000	€ 95	€ 4,000	€ 150	€ 1,000	Abandonment	
€0	€ 600	€ 95	€ 500	€ 150	€ 400	Missed Departure	
€0		€0		€0		Personal Accident*	
	C 40 000		C 20 000		C F 000	Permanent Total	
	€ 40,000		€ 20,000		€ 5,000	Disablement	_
	€ 10,000		€ 10,000		€ 3,000	Death	5
	€ 40,000		€ 20,000		€ 5,000	Loss of Limbs / Sight	
	€5,000 (all benefits)		€5,000 (all benefits)		€ 3,000	Under 16 / Over 66	
€0	€2million	€ 300	€2million	€ 300	€ 1,000,000	Personal Liability*	6
€0	€ 20,000	€ 200	€ 15,000	€ 200	€ 10,000	Legal Expenses	7
€0	€2,000 (€200 per day)	N/A	€1,000 (€100 per day)	N/A	€500 (€50 per day)	Hijack	8
€0	€ 1,000	€ 95	€ 750	€ 150	€ 500	Catastrophe Cover	9
€0	€ 500	€ 95	€ 300	N/A	Not Covered	Credit/Cash Card Fraud	
			IAL EXTRAS			•	
						Winter Sports	
€0	€500 (€75 per day)	€0	€500 (€50 per day)	€0	€ 400 (€ 40 per day)	Ski Hire	
€0	€400 (€75 per day)	€0	€300 (€50 per day)	€0	€ 200 (€ 40 per day)	Ski Pack	
€0	Up to €500	€ 95	Up to €400	€ 150	Up to € 300	Equipment Owned	11
€0	Up to €500	€ 95	Up to €400	€ 150	Up to € 300	Equipment Hired	
€0							
€0							
€0							
€0		€ 95		€ 150	'		
6.0		6.0		6.0			12
€0	€400 (€/5 per day)	€0	€200 (€50 per day)	ŧU	€ 150 (€ 30 per day)		-
€0	Up to €1,500	€ 95	Up to €1,000	€ 150	Up to € 750	0.	12
	£ 200		£ 250		£ 200		13
€0		£ 05		£ 150			1/
€0							
€0							
	Up to €500 Up to €500 €500 (€75 per day) Up to €750 Up to €1,500 € 200 €400 (€75 per day)	€ 95 € 95 € 0 € 95 € 95	Up to €400 Up to €400 €500 (€50 per day) Up to €500 Up to €1,000 € 150 €200 (€50 per day)	€ 150 € 0 € 150 € 150	Up to € 300 Up to € 300 € 400 (€ 40 per day) Up to € 300 Up to € 750 € 100 € 150 (€ 30 per day)		12 13 14 15

You are not covered under sections 2, 5, 6 and 11 for Winter Sports activities unless an additional premium has been paid and it is shown on the validation certificate. No cover is available for Winter Sports if you are aged over 65 years.

INTRODUCTION

Thank **you** for choosing **us**. Here is **your** new Travelsafe.ie travel insurance **policy** document. Travelsafe.ie is a trading name of Accident & General Insurance Services Limited. Accident & General Insurance Services Ltd is regulated by the Central Bank of Ireland for insurance mediation services, Reg No: C8954. **Our** company registration is 146193 at 6 Leopardstown Office Park, Burton Hall Avenue, Sandyford, D18.

Details of cover are laid out in this **policy**, and **we** recommend that **you** read it to satisfy **yourself** that this insurance meets **your** requirements. However, **we** would ask **you** to especially note the following:

We agree to pay for damages, liabilities, losses or costs as set out in this **policy** occurring during the **period of insurance** within the **geographical limits**.

Words and expressions, to which specified meanings have been given in any part of the contract of insurance, have such specific meanings wherever they may appear.

The law applicable to the contract

You and **we** can choose the law which applies to this **policy**. **We** propose that the law of the Republic of Ireland applies. Unless **we** and **you** agree otherwise before the insurance starts the law of the Republic of Ireland will apply to this **policy**.

All communication in respect of this insurance will be in English. This **policy** is a legal document and should be kept in a safe place.

Levels of Cover

This **policy** contains different levels of cover. The cover applying to **you** and for which **you** have paid is detailed on **your validation certificate**. Please read this **policy** wording carefully in conjunction with **your Schedule of Cover** and ensure that the insurance cover **you** have purchased reflects **your** requirements.

Insurance Act 1936 (or future amendments thereto)

All monies which become or may become payable by **us** under **your policy** will be in accordance with Section 93 of the Insurance Act 1936, be payable and paid in the Republic of Ireland.

Stamp Duties Consolidation Act 1999

The appropriate stamp duty has been or will be paid in accordance with the provisions of Section 5 of the Stamp Duties Consolidation Act 1999.

Residency

This **policy** is only available to **you** if **you** are currently in the Republic of Ireland and have been resident in the Republic of Ireland for the past 6 months prior to the date of issue.

Signed on behalf of the Company

Craig Senior

By Authority of the Board

SPECIAL NOTES

IMPORTANT

We draw your attention to the exclusions detailed in the General Exclusions section, in particular, exclusion 22 relating to Covid-19 or severe acute respiratory syndrome coronavirus (SARS-COV-2) or any mutation or variation of these. Please note, this exclusion does not apply to Section 1 (Cancellation subsection vii and viii & Curtailment subsection iii and iv), or Section 3 (Medical expenses).

COMPLAINTS PROCEDURE

We always aim to provide a first class service. However, if you have any cause for complaint, please address any complaints in relation to the sale of the policy to:

The Compliance Manager

Travelsafe.ie, 6 Leopardstown Office Park, Burton Hall Avenue, Sandyford, D18

Email: complaints@travelsafe.ie

For complaints about how a claim has been handled **you** should contact:

Customer Service Department

MAPFRE ASSISTANCE Agency Ireland, 22-26 Prospect Hill, Galway **Tel:** 091 501 610

If you are still dissatisfied, you may contact:

The Financial Services and Pensions Ombudsman Bureau, Third Floor, Lincoln House, Lincoln Place Dublin 2

LoCall: 1890 882090

Telephone: 01 662 0899 Fax: 01 662 0890 **Email:** info@fspo.ie Website: <u>www.fspo.ie</u>

Alternatively, if **you** have purchased **your policy** online, **you** can submit a complaint through the Online Dispute Resolution (ODR) platform at http://ec.europa.eu/odr

Policy Underwriters

MAPFRE ASSISTANCE Agency Ireland (which is a registered trading name in Ireland of MAPFRE ASISTENCIA Compania de Seguros y Reaseguros SA) will provide the services and benefits described in this **Policy**:

- · during the period of insurance;
- within the geographical limits;
- subject to the Limits of Cover, and all other terms, conditions, and exclusions contained in this policy

AND

• Subject to payment of the appropriate premium.

Benefits under this **policy** are underwritten under **Master Policy Number** 20MA/AMT/ST/TS by MAPFRE ASISTENCIA Compania de Seguros y Reaseguros SA.

MAPFRE ASISTENCIA Compania de Seguros y Reaseguros SA, trading as MAPFRE ASSISTANCE Agency Ireland and Insure and Go Ireland, is authorised by Direccion General de Seguros y Fondos de Pensiones del Ministerio de Economia y Hacienda in Spain and is regulated by the Central Bank of Ireland for conduct of business rules.

In the event of an emergency abroad **you** should contact the MAPFRE ASSISTANCE Agency Ireland 24-hour helpline number **+00353 91 501630**. Give **your** name, **policy number** and as much information as possible, together with a telephone or fax number where **you** can be contacted day or night.

Cancellation & cooling-off period

Taking any of these options will not prejudice **your** right to take legal action.

If after reading this **policy you** are not satisfied with it for any reason, **you** must notify **us** within 14 days of issue. **You** will receive a full refund of premium, provided that a claim has not occurred and travel has not commenced.

We shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by sending 14 days' notice to the Insured at the last known address. Provided the premium has been paid in full **you** shall be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

Dangerous activities

You may not be covered when **you** take part in certain sports, or activities where there is a high risk **you** will be injured. Please see Section 17 of this booklet for information about **hazardous activities** that are covered under this **policy**.

Independent travel on annual multi-trip policies

Everyone on an **annual multi-trip policy** is entitled to travel independently, but children under 18 who travel alone must be dropped off and picked up by a responsible adult aged over 21.

Reciprocal Health Agreement

If you intend travelling to a European Union country you should obtain and bring with you a European Health Insurance Card (EHIC) which will entitle you to certain free health arrangements in European Union countries. When travelling to Australia or New Zealand you must register under the National Medicare scheme of those countries in the event that you have to go to hospital.

If you are currently a VHI, Laya or AVIVA HEALTH member you must notify the relevant private medical insurance assistance company at the time of claiming as per contact details below.

VHI Assistance:	+353 1 44 82 444
VHI Assistance USA:	1800 364 90 22
Laya Assistance:	+353 21 202 2000
Irish Life Health Assistance:	+353 148 178 40

Strict medical health requirements

This insurance operates on the following basis:

- To be covered under this policy, you must be healthy, fit to travel and fit to undertake your planned trip.
- The insurance will NOT cover you when you are travelling against medical advice of a qualified medical practitioner or with the intention of obtaining medical treatment abroad.
- No claim arising directly or indirectly from any preexisting medical condition affecting you will be covered unless that condition has been declared to and accepted by us in writing. Please note the definition of insured person(s) under definitions.
- Medical Declarations are valid only during the Period of Insurance in which they are made. On renewal of the schedule of cover/policy, pre-existing medical conditions must be re-declared to us. Any preexisting medical condition not declared to us during the current period of insurance will not be covered under your schedule of cover/policy.
- No claim shall be paid where at the time of taking out this insurance (and in the case of annual multi-trip at the time of booking each trip), the person whose condition gives rise to a claim:
 - (i) is receiving, or is on a waiting list for treatment or investigations in a hospital or nursing home; or
 - (ii) has received a terminal prognosis; or
 - (iii) is travelling against the medical advice of a qualified practitioner or for the purpose of obtaining treatment abroad; or

- (iv) Any medical condition in respect of which you or your close relative or travelling companion have not received a diagnosis.
- (v) Any circumstances you are aware of that could reasonably be expected to give rise to a claim on this policy

If you have a medical condition which needs to be declared to insurers please contact the MAPFRE ASSISTANCE Agency Ireland helpline on +00353 91 501630.

What to do in the event of an emergency

We will help you immediately if you are ill or injured outside the home you live in (or the final country of your journey if you are on a one-way trip). You should first check that the circumstances are covered by referring to the relevant section of your schedule of cover.

We provide a 24-hour emergency service 365 days a year, and you can contact us on +00353 91 501630.

In the case of a serious medical emergency, involving anyone covered by this **policy**, please notify **us** as quickly as possible.

To comply with the terms and conditions of this insurance you must obtain the prior consent of MAPFRE ASSISTANCE Agency Ireland before incurring any expenses over €500, curtailing or extending your trip due to your bodily injury or illness. In the case of an emergency where you are physically prevented from contacting us immediately, you or someone designated by you must contact us within 48 hours, otherwise we may not pay your claim.

Repatriation of patients

If, in the opinion of **our** senior medical officer, it would be safe and preferable to repatriate a patient to **Ireland**, **we** will organise the repatriation. If **you** do not comply with this decision **we** reserve the right to withdraw cover with immediate effect.

The decision on the method of repatriation will be at the discretion of **our** senior medical officer subject to consultation with the doctor in attendance.

Remember that in the case of patients requiring repatriation, the attending doctor must provide a

certificate confirming that the patient is fit to travel, since without this the airline company operators reserve the right to refuse to carry any sick or injured person.

Confirmation of payment

Hospitals or doctors abroad will be contacted and their appropriate fees guaranteed, thus eliminating the necessity for **you** to make payments out of **your** holiday funds.

Expenses incurred in providing the above facilities will be met up to the limits specified in this **policy**. The operation and availability of the service will be governed by the same general terms, conditions and exclusions that appear in this **policy**.

Claims relating to minor illnesses or accidents with costs below \$500 should be paid by **you** and reclaimed from **us** within 30 days of returning from **your trip**.

DEFINITIONS

Wherever the following words and phrases appear in your policy or schedule of cover (inside front cover), they will always have these same meanings. For your convenience, these words and their meanings are shown in alphabetical order below:

Bodily Injury

Injury resulting directly from an accident caused by external violent and visible means.

Business Equipment

Computer equipment, communication devices (including mobile phones) and other business related equipment which you need for your business and which is not insured elsewhere.

Cash

Coins and notes that are legal tender in any country.

Close Business Associate

Any person who works at **your** place of business and who, if **you** were both away from work at the same time, would stop the business from running properly as a viable commercial entity.

Close Relative

Mother, father, sister, brother, wife, husband, daughter, son, grandparent, grandchild, parent-in-law, son-in- law, daughter-in-law, sister-in-law, brother-in-law, aunt, uncle, niece, nephew,

step parent, step child, step-sister, step-brother, foster child, legal guardian, next of kin, or fiancé/fiancée or common law partner (any couple, including same-sex, in a common law relationship or who have co-habited for at least 6 consecutive months).

Complications of Pregnancy or Childbirth

In this **policy** 'complications of pregnancy or **childbirth**' will only include the following:

- Toxaemia (toxins in the blood)
- Gestational diabetes (diabetes arising as a result of pregnancy)
- Gestational hypertension (high blood pressure arising as a result of pregnancy)
- Pre-eclampsia (where you develop high blood pressure, carry abnormal fluid and have protein in your urine during the second half of pregnancy)
- Ectopic pregnancy (a pregnancy that develops outside of the uterus)
- Molar pregnancy or hydatidiform mole (a pregnancy in which a tumour develops from the placental tissue)
- Post-partum haemorrhage (excessive bleeding following childbirth)
- Retained placenta membrane (part or all of the placenta is left behind in the uterus after delivery)
- Placental abruption (part or all of the placenta separates from the wall of the uterus)
- Hyperemesis gravidarum (excessive vomiting as a result of pregnancy)
- Placenta praevia (when the placenta is in the lower part of the uterus and covers part or all of the cervix
- Stillbirth
- Miscarriage
- Emergency Caesarean section
- A termination needed for medical reasons
- Premature birth more than 8 Weeks (or 16 Weeks if you know you are having more than one baby) before the expected delivery date

Couple

2 adults in a relationship, living at the same address.

Curtailment/Cutting Short Your Trip

Your early return to **Ireland** before the scheduled return date.

Excess

The amount **you** must pay towards certain claims. This amount is per person and per section. This amount will be shown in the **schedule of cover** (inside front cover).

Family

The principal **insured person**, his/her spouse or common law partner, and their dependent child/children aged 17 years and younger.

Geographical Limits

Please see **your validation certificate** for **your** chosen area. Areas are defined as follows:

AREA 1	The United Kingdom (including the Channel Islands and the Isle of Man)					
AREA 2	The Continent of Europe west of the Ural Mountains, Madeira, Canary Islands, Iceland, the Azores, Mediterranean Islands, and non-European countries bordering the Mediterranean (except Algeria, Israel, Jordan, Libya, Lebanon and Syria)					
AREA 3	Worldwide excluding the United States of America, Canada, Alaska, Hawaii and the Caribbean					
AREA 4	Worldwide including the United States of America, Canada, Alaska, Hawaii and the Caribbean					

Hazardous Activities

Those activities which are more particularly set out in section 17 of this **policy**.

Hijack

Means the unlawful seizure or wrongful exercise of control of an aircraft or conveyance that **you** are travelling in as a passenger.

Home

Your usual, permanent place of residence in Ireland.

Illness

An unhealthy condition of a body or mind necessitating treatment from a **medical practitioner**.

Ireland

The Republic of Ireland.

Limits of Cover

Unless stated to the contrary, our maximum liability

per person is limited to the amount stated on your schedule of cover (inside front cover) unless otherwise stated in your policy.

Loss of One or More Limbs

Total loss by physical separation at or above the wrist or ankle or the permanent total loss of use of an entire hand, arm, foot or leg.

Loss of Sight

Means the complete and irrecoverable loss of sight.

Manual Work

Means work that is physical, including, but not limited to construction, installation, assembly and building work. This does not include work carried out by bar and restaurant staff, musicians and singers and fruit pickers (who do not use machinery).

Medical Condition

Any disease, illness, injury or symptom.

Medical Practitioner

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

Money and Travel Documents

Cash, travel tickets, travellers' cheques and hotel vouchers, Green Cards, passports, and driving licences.

Natural Disaster

An extraordinary natural phenomenon such as tsunamis, earthquakes, landslides, volcanic eruptions (including volcanic ash clouds), atypical cyclonic storms, falling objects from space (including meteorites), and in general any extraordinary atmospheric, meteorological, seismic or geological phenomenon.

One-way Trip

A single outward holiday or journey beginning in **Ireland**. **Cover** ends 24 hours after **you** leave immigration control in the final country **you** go to or at the end of the period shown on **your validation certificate**, whichever is earlier.

Pair or Set

Items of **personal luggage** associated as being similar, complementary or used together.

Period Of Insurance

If Annual Multi Trip cover is selected: the period for which we have accepted the premium as stated in the validation certificate. During this period any trip not exceeding 31 days (Silver policies), 45 days (for Gold policies) and 60 days (for Platinum policies) or 31 days if you are aged 66 or over (whichever is stated on the validation certificate) is covered. The total time spent outside Ireland should not exceed 183 days in total. Under these policies Section 1 – Cancellation & Curtailment cover shall be operative from the date that this insurance is effected by you or at the time of booking any trip (whichever is the later) and terminates on commencement of any trip.

If Single Trip cover is selected: the period of the trip and terminating upon its completion, but not in any case exceeding the period shown in the validation certificate. Under these policies Section 1 – Cancellation & Curtailment cover shall be operative from the time you pay the premium and evidence of insurance is issued and will cease when you depart for the trip or in the event of a cancellation cover will cease for the planned trip. A single return holiday or journey of up to 365 days if you are aged 65 or under, beginning and ending in Ireland. We will only cover you for up to 31 days for each trip if you are aged 66 and over.

The **period of insurance** is automatically extended for the period of the delay in the event that **your** return to **Ireland** is unavoidably delayed due to an event insured by this **policy**.

If the reason **you** cannot finish **your trip** is linked to coronavirus disease (COVID-19) or severe acute respiratory syndrome coronavirus (SARS-COV-2) or any mutation or variation of these, **we** will still extend **your** cover for up to 30 days at no extra charge. However, **we** will only cover claims that are not related to COVID-19 and SARSCOV-2, apart from Section 4 (Medical Expenses) provided that **you** are not traveling to a country or specific area or event to which the Travel Advice Unit of the Department of Foreign Affairs (DFA) www.dfa.ie/travel/travel-advice or the World Health Organisation (WHO) or similar body has advised against all or all but essential travel.

PLEASE NOTE: Any **trip** that had already begun when **you** purchased this insurance will not be covered, except where **you** renew an existing **annual multi trip policy** which fell due for renewal during the **trip**.

NOTE: If **you** travel for more than the number of days for which **you** have paid for cover, **you** will not be covered after the last day for which **you** have paid.

Permanent Total Disablement

Disablement which entirely prevents the **insured person** from attending to business or occupation of any and every kind for at least 12 months, and at the end of that time being beyond the hope of improvement.

Personal Luggage

Items that **you** own which are usually carried or worn by travellers for their individual use during a **trip**, including **your valuables** (as defined below).

Policy: The terms and conditions of **your** insurance as outlined in this document.

Pre-existing Medical Condition

- Any medical or psychological sickness, disease, condition, injury or symptom of which you are aware, or that has affected you, which has required treatment, medical consultation (s) or investigation (s), or prescribed medication at any time during the last 2 years prior to the commencement of cover under this policy/schedule of cover (inside front cover) and/or prior to each and every trip.
- And/Or any cardiac, cardiovascular, hypertensive, or cerebrovascular illness, disease, condition or symptom of which you are aware, that has occurred at any time prior to the commencement of cover under this policy/schedule of cover and/ or prior to any trip.

If your health changes between the date the policy was incepted and the date of departure, you must tell us.

Public Transport

Means any publicly licensed aircraft, sea vessel, train or coach on which **you** are booked to travel.

Schedule of Cover / Validation Certificate

This forms part of **your policy** and contains details of the persons insured and the effective dates of cover.

Scheduled Airline

An airline that publishes a timetable and operates its services to a distinct **schedule** and sells to the public at large.

Single Item

Any one article, pair, set or collection.

Ski Equipment

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

Strike or Industrial Action

Any form of industrial action, whether organised by a trade union, which is carried on with the intention of preventing, restricting or otherwise interfering with the production of goods or the provision of services.

Travelling Companion

A person accompanying **you** without whom the **trip** cannot commence or continue.

Trip

Means any holiday, business or pleasure **trip** or journey made by **you** within the area of travel shown on the **validation certificate** which begins and ends in **Ireland** during the **period of insurance** unless the **trip** is a **one way trip** or journey as defined under the **period of insurance**. Any **trip** solely within **Ireland** is only covered in respect of cancellation / **curtailment** and where **you** have pre-booked at least 2 nights' accommodation rented for a fee.

If annual multi trip cover is selected, any such trip over 31, 45 or 60 days (whichever is stated on the validation certificate) is not insured.

Unattended

Means when **you** are not in full view of and not in a position to prevent unauthorized interference with **your personal luggage** or vehicle.

Valuables

Cameras, photographic equipment, video, audio and electronic equipment, telescopes and binoculars, jewellery, sunglasses, watches, furs, precious and semi-precious metals or stones and articles made of or containing gold, silver or other precious metals.

We/Us/Our

MAPFRE ASISTENCIA Compania de Seguros y Reaseguros SA trading as MAPFRE ASSISTANCE Agency IRELAND, 22-26 Prospect Hill, Galway.

Winter Sports

Skiing and snowboarding, off-piste skiing and snowboarding except in areas considered to be unsafe by resort management, recreational ski and snowboard racing, monoskiing, cross-country skiing, snowmobiling, tobogganing, cat skiing and ice skating.

You/Your/Insured Person(s)

The Person(s) Insured named in the validation certificate.

GENERAL CONDITIONS

IMPORTANT NOTE:

Certain sections of this policy have particular conditions attaching to them, but the conditions set out below apply to all sections:

- 1. Before **we** consider a claim, it is a condition that:
 - (a) the answers in any proposal and declaration for this insurance are true and complete to the best of your knowledge and belief and such proposal and declaration form the basis of this policy.
 - (b) you or any person, on whose behalf payment is claimed, observe the terms and conditions of this policy.
 - (c) any facts known to you and any changes affecting the risk since inception of this policy or last renewal date must be disclosed to us. Failure to disclose such facts or changes may mean that your policy will not provide you with the cover you require or may invalidate this policy in its entirety.
 - (d) you take all reasonable steps to prevent accident, injury, Illness, disease, loss or damage.
- Maximum age limit: Up to and including 86 years. For insured persons aged 66 years and over the maximum trip duration is limited to 31 days.
- 3. Any medical information supplied to us in a medical declaration will be treated in the strictest of confidence and will be used solely for our own internal purposes for the assessment of the risk, and will not be disclosed to any third party or authority without the specific approval of the person whose details are given in the medical declaration. We shall not refuse cover unless, in our opinion, the risk associated with the particular person is substantially greater than that represented by the average healthy traveller.
- 4. During each period of insurance, and before you depart on each trip, you must declare to us any change in your health or medical status. We must accept this change in writing before cover will be continued. If in doubt as to whether this is material, you should tell us.
- 5. You must declare to us all material facts, which are likely to affect this insurance. Failure to do so may prejudice your entitlement to claim. If you are uncertain as to whether a fact is material, you should declare it to us.

- We will not refund any premium paid after 14
 days from the issue date of this policy unless as
 a result of cancellation by us.
- 7. You must comply in full with the terms and conditions of this policy before a claim will be paid. Please read this policy carefully, and if unsure as to what is covered or excluded, contact the policy helpline on the number listed to the front of this document.
- 8. In case of an emergency or of any occurrence, which may give rise to a claim for costs in excess of €500 under this insurance, you must contact us as soon as practicable. You must make no admission, offer, promise or payment without our prior consent and prior to contacting us.
- 9. We are entitled to take over your rights in the defence or settlement of a claim or to take proceedings in your name for our own benefit against another party and we shall have full discretion in such matters.
- 10. We may, at any time, pay to you our full liability under this policy after which no further liability shall attach to us in any respect or as a consequence of such action.
- 11. You must take all practicable steps to recover any article that is insured under this policy which has been lost or stolen and to identify and ensure the prosecution of the guilty person(s). We may at any time at our own expense take such action as we deem fit for the recovery of any property lost or stated to be lost.
- 12. In the event of a valid claim, you shall allow us the use of any relevant travel tickets you are not able to use because of the claim. All receipts submitted as part of a valid claim shall be retained by us.
- 13. You must give us written notice of any event that you are aware of, which may lead to a claim, within 30 days of your return home.
- 14. As often as we require, upon the giving of reasonable notice to you, you shall submit to medical examination by a qualified medical practitioner at our expense. In case of the death of an insured person, we shall be entitled to have a post mortem examination carried out at our expense. You must supply us with a written statement substantiating your claim, together with (at your own expense) all certificates, information, evidence and receipts relating to the claim that we require.

- 15. If **you** cancel this **trip** due to anxiety, depression, stress, or any other psychological disorder that **you** are suffering from **you** must provide a medical certificate from a consultant specialising in the relevant field.
- 16. All differences arising out of this policy shall be referred to the decision of an arbitrator to be appointed in writing by the parties in difference, or if they cannot agree upon a single arbitrator to the decision of two arbitrators, one to be appointed in writing by each of the parties within one calendar month after having been required in writing to do so by either of the parties or in the case of disagreement between the arbitrators, to the decision of an umpire appointed in writing by the arbitrators before entering on the reference. The umpire shall sit with the arbitrators and preside at their meeting and the making of an award shall be a condition precedent to any right of action against us. If we shall disclaim liability for any claim and such claim shall not within 12 calendar months from the date of such disclaimer have been referred to arbitration under the provisions herein contained, then the claim shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable hereunder.
- 17. You will be required to reimburse to us, within one month of our request to you, any costs or expenses we have paid out on your behalf which are not covered under the terms of this policy.
- 18. You must pay the appropriate premium for the full number of days comprising your planned trip. If your trip is planned to exceed the number of days for which you have purchased insurance then no cover at all shall apply in respect of that trip and you will need to make alternative insurance arrangements.
- 19. You must have been permanently resident in the Republic Of Ireland for the last 6 months prior to purchasing the policy.
- You must be in the Republic of Ireland at the time of purchasing this policy and before starting your trip.
- 21. This contract has been entered into in the Republic of Ireland and is subject to Irish Law except in so far as it is necessary to comply with the Jurisdiction of Courts Enforcement of Judgements (European Communities) Act

- 1988 to 1993 and is subject to the exclusive iurisdiction of the Irish Courts.
- 22. No provision or condition of this policy may be waived or modified except by an endorsement signed by an authorised official on behalf of the insurers.
- 23. The European Communities (Unfair Terms in Consumer Contracts) Regulations 1995 (SI. 27/1995) (the "Regulations") transpose Council Directive No. 93/13/EEC of 5 April 1993 on unfair terms in consumer contracts (the "Directive") into Irish law and are intended to protect consumers against unfair terms in contracts conclude by consumers with sellers of goods and suppliers of services. If any of the policy conditions are considered unfair or ambiguous under the Regulations or the Directive, MAPFRE ASSISTANCE Agency Ireland reserves the right to change the wording of the relevant condition to correct the problem. The revised text will operate as closely as possible to the way the replaced text was intended. If the operation of a condition of the policy is challenged or questioned, MAPFRE ASSISTANCE Agency Ireland will take independent legal advice and will try to follow the operation of the **policy** as the appointed actuary of MAPFRE ASSISTANCE Agency Ireland intended. If any change is made to the **policy** in accordance with this condition:
 - (i) it will be made so as not to disadvantage **you**, and
 - (ii) written notification of such change will be given to **you**.

Fraud

If any claim under this **policy** is fraudulent in any respect or if any fraudulent means or devices (including inflation or exaggeration of the claim or submission of forged or falsified documents) are used by **you** or anyone acting on **your** behalf to claim under this **policy**, this **policy** shall become void and the premium paid shall be forfeited. Any benefits claimed and received must be repaid to **us**.

Non-Assignment

No assignee shall be entitled to any payment under this **policy**.

GENERAL EXCLUSIONS

IMPORTANT NOTE:

Certain sections of this policy have particular exceptions attaching to them and some apply to all sections:

No section of this **policy** shall apply in respect of:

- Claims arising from circumstances known to you at the time of :
 - applying for this insurance or
 - at any time prior to the commencement of the period of insurance or
 - · booking your trip or
 - the commencement of any trip, or claims arising as a result of a material fact or facts, which have not been disclosed to us prior to the latter or
 - the commencement of the period of insurance or
 - · booking your trip or
 - the commencement of any trip.
- 2. Loss, damage or expense which at the time of happening is insured by, or would, but for the existence of this policy, be insured by any other existing certificate, policy or any motoring organisation's service. If you have any other certificate in force, which may cover the event for which you are claiming, you must tell us. This exclusion shall not apply to Section 5 Personal Accident.
- 3. Costs which would have been payable if the event being the subject of a claim had not occurred (for example, the cost of meals which you would have paid for in any case).
- Consequential losses of any nature, including, but not exclusively, phone calls, taxi fares and car hire, other than as specifically provided within the terms of this policy.
- 5. Any deliberately careless or deliberately negligent act or omission by **you**.
- Any claim arising directly or indirectly from drug addiction or solvent abuse by you or by reason of you being under the influence of alcohol or drug(s).
- Any claim caused by flying (other than as a farepaying passenger on a regular scheduled airline or licensed charter aircraft).
- 8. Any claim arising from sexually transmitted diseases suffered by **you**.
- Any claim arising from you engaging in manual work (as defined) in conjunction with any profession, business or trade.
- 10. Any claim that comes from pregnancy or childbirth, unless a qualified medical practitioner confirms that the claim comes from the complications of pregnancy or childbirth (see

definitions on page 6)

- 11. Your engaging in work in your capacity as a member of the Armed Forces, Navy or Air Corps, Police Force of any country or a member of An Garda Síochána. (This exclusion will not apply to claims for holiday cancellation in connection with a sudden and unforeseen posting or duty).
- 12. Any costs, medical or otherwise, incurred by the insured person when engaging in hazardous activities unless it is listed as a covered activity within these terms and conditions.
- 13. War, invasion, act of foreign enemy, hostilities (whether war is declared or not) civil war, civil commotion, rebellion, revolution, insurrection, military force, coup d'état, terrorism, weapons of mass destruction.
- 14. Any claim which is directly or indirectly caused by, results from or is in connection with a natural disaster.
- 15. Loss or destruction or damage or any expense whatsoever resulting from: Ionising radiations or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel, or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
- 16. Any claim when **you** have not paid the appropriate premium for the cover required.
- 17. Consequential loss of any kind arising from the provision of, or any delay in providing, the services to which this policy relates, unless negligence on our part can be demonstrated.
- 18. Your pursuit of winter sports unless Section 11 is shown as operative in your validation certificate and appropriate premium paid.
- 19. Loss of enjoyment.
- 20. Your travel to a country or specific area or event to which the Travel Advice Section of the Department of Foreign Affairs or World Health Organisation have advised the public not to travel.
- 21. Any claim caused directly or indirectly from the bankruptcy/liquidation of any tour operator, travel agent or transportation company.
- 22. Any claims caused by or relating to Coronavirus disease (COVID-19) or severe acute respiratory syndrome coronavirus (SARS-COV-2) or any mutation or variation of these. Nor will we cover any claims relating to any fear or threat concerning these viruses. This general exclusion applies to all sections of cover apart from Section 1 (Cancellation subsection vii and viii & Curtailment subsection iii and iv), or Section 3 (Medical expenses), provided that you are not travelling to a country or specific area or event to which the Travel Advice Unit of the Department of Foreign Affairs (DFA) www.dfa.ie/travel/traveladvice or the World Health Organisation (WHO) or similar body has advised against all or all but essential travel.

SECTION 1 – CANCELLATION AND CURTAILMENT CHARGES

We will cover you up to the amount shown on your schedule of cover per insured person in total under this policy for financial loss suffered by you during the period of insurance, being non- refundable deposits and amounts you have paid (or have contracted to pay), for travel to/from your holiday destination and accommodation you do not use because of your inability to commence travel or you curtail the trip as a result of any of the following events occurring after payment of the policy premium (and at the time of booking your trip in respect of an annual policy) and occurring within the period of insurance.

Your cancellation or curtailment must be necessary and unavoidable in order for you to claim.

You are covered for:

Cancellation

- (i) The death, bodily injury, or Illness of you, your travelling companion, any person with whom you have arranged to reside temporarily during your trip, your close relative, or your close business associate.
- (ii) You, your travelling companion or any person you have arranged to stay with during your trip receiving a diagnosis of Coronavirus Disease (COVID-19) within 14 days of the start of the trip or in the case of being admitted to hospital with a Coronavirus Disease (COVID-19) diagnosis within 28 days of the start of the trip.
- (iii) Your immediate relative or close business associate being admitted to hospital with a Coronavirus Disease (COVID-19) diagnosis at the time of the trip.
- (iv) If you become pregnant after we have sold you this policy, and you will be more than 32 weeks pregnant (or 24 weeks if you know you are having more than one baby) at the start of, or during, your trip. Or, your doctor advises that you are not fit to travel because you are suffering from complications of pregnancy or childbirth.
- (v) Compulsory quarantine, jury service attendance or being called as a witness at a Court of Law of you or your travelling companion.
- (vi) Redundancy (which qualifies for payment under the current Irish redundancy payment legislation and at the time of booking the trip there was no reason to believe anyone would be made redundant) of you or your travelling companion.
- (vii) You or any person with whom you are travelling or have arranged to travel with are a member of the Armed Forces, Garda, Police, Fire, Nursing or Ambulance Services or employees of a government department and have your/ their authorised leave cancelled or are called up for operational reasons, provided that such cancellation or curtailment could not reasonably have been expected at the time

when you purchased this insurance or at the time of booking any trip.

(viii)In the event of burglary at your home within 48 hours of **vour** departure or the police requesting you to return to your home due to serious damage to your home caused by fire, aircraft, explosion, storm, flood, subsidence, malicious persons or theft.

Curtailment

Unused accommodation and additional travel expenses which are not recoverable from any other source, because of unexpected curtailment of your holiday or trip after commencement, due to one of the following reasons:

- (i) Unforeseen **bodily injury**, **illness** or death of you, your close relative, travelling companion, any person with whom **you** were going to stay during the trip.
- (ii) You, your travelling companion or any person you have arranged to stay with during your trip receiving a diagnosis of Coronavirus Disease (COVID-19) within 14 days of the start of the trip or in the case of being admitted to hospital with a Coronavirus Disease (COVID-19) diagnosis within 28 days of the start of the trip.
- (iii) Your immediate relative or close business associate being admitted to hospital with a Coronavirus Disease (COVID-19) diagnosis.
- (iv) The death, imminent demise or hospitalisation due to a serious accident or illness of a close relative.

Cancellation or Curtailment

 Please note no cover is provided for any event relating to COVID-19 or SARS-COV-2 or any mutation or variation of these. This applies to all sections of Cancellation and Curtailment cover apart from Section A Cancellation, sub-sections 2) & 3); and Section A Curtailment, subsections 2) & 3).

Conditions applicable to cancellation charges:

(See also General Conditions)

- You must advise your travel agent/tour operator or provider of transport / accommodation, as soon as **you** become aware of the need to cancel **your** trip. We will only be responsible for the cost of cancellation that applied at the time **you** became aware of the reason for cancellation.
- · All claims relating to cancellation due to a medical reason must be supported by relevant documentation confirming that medical advice was sought and that advice was given by a medical practitioner (in the case of stress, anxiety, depression or any other mental or nervous disorder a consultant specialising in the relevant field) to cancel a **trip** prior to the cancellation of that **trip**.
- Under Section A Cancellation, subsections ii) or iii) above, you will not be covered for any claims arising within 7 days of the date you purchased this insurance or at the time of booking any trip. whichever is the later, except where the insurance is bought with 48 hours of booking the trip.

Conditions applicable to Curtailment:

(See also General Conditions)

- Prior to curtailment of your trip, due to medical reasons, a doctor's certificate must be obtained from the attending doctor abroad, confirming the necessity to return home.
- If you will be more than 32 weeks pregnant (or 24 weeks if **you** know **you** are having more than one baby) at the start of, or during, your trip and you still choose to travel, you may not claim for cutting short your trip unless as a result of the complications of pregnancy or childbirth.
- Under Section A Curtailment, subsections ii) or iii) above, you will not be covered for any claims arising within 7 days of the date you purchased this insurance or at the time of booking any trip, whichever is the later, except where the insurance is bought with 48 hours of booking the trip.

Our medical emergency service must be contacted prior to any arrangements being made to curtail the trip and return home.

Section 1 - Exclusions Cancellation or Curtailment

In addition to the General Exclusions you are not covered for:

- The Excess referred to in the schedule of cover.
- · The cost of airport charges and levies.
- Any circumstances known to vou which are likely to cause cancellation or curtailment, prior to booking **your trip** and/or insurance.
- Your disinclination to travel for any reason.
- Default, financial or otherwise, of any transport or accommodation provider, or any person or company operating as your agent.
- Failure by the provider of any part of the booked **trip** to actually supply the service or transport (whether as the result of error, insolvency, omission, default or otherwise).
- Any known pre-existing medical condition affecting you that would cause you to cancel or curtail your trip, unless you have declared the condition to us and we have written to you accepting it.
- Any claim that comes from pregnancy or childbirth, unless a qualified medical practitioner confirms that the claim comes from the complications of pregnancy or childbirth.
- Any expenses payable by the tour operator, hotel or airline or recoverable from any other source.
- · Withdrawal from service of the aircraft or sea vessel on which you are booked to travel, by order or recommendation of the regulatory authority in any country. You should direct any claim in this case to the transport operator involved.
- · Claims arising from actual or planned strike or industrial action.
- · Loss arising directly or indirectly from adverse weather conditions.

- The cost of tours, excursions or rental vehicles.
- Prohibitive regulations by the government of any country to which are you are travelling, or delay or amendment of the booked trip due to government action.
- Any cancellation or curtailment caused by work commitments or amendment of your holiday entitlement by your employer.
- Any claim resulting from your failure to hold or obtain a valid passport and/or any required visa in advance of your trip.
- Additional costs for which you become responsible for as a result of not cancelling a trip immediately there is reason for a trip to be cancelled.
- Any claim for irrecoverable payments for unused flight tickets to return home where a claim is also made under Section 1 or 2 for additional return travel expenses.
- The cost of this policy.

SECTION 2 – MEDICAL AND OTHER EXPENSES INCURRED ABROAD

You are covered for:

We will cover you under this policy up to the amount shown on your schedule of cover per insured person who suffers a sudden and unforeseen bodily injury or illness or dies during a trip. We will cover the following costs necessarily and reasonably incurred abroad as a result of you becoming ill, sustaining injury or dying outside Ireland during the trip:

- Reasonable medical expenses for the immediate needs of a medical emergency. Included are doctor's fees, hospital expenses, inpatient and outpatient medical treatment and charges for medical transportation to the nearest suitable hospital abroad, where deemed necessary by a recognised medical practitioner.
- Expenses incurred up to the amount shown on your schedule of cover for burial or cremation of a deceased insured person abroad or repatriation to Ireland of the deceased insured person's body or ashes.
- Additional travelling costs to repatriate you home
 where recommended by our Senior medical
 officer. We will pay the additional travelling and
 accommodation costs for one person to remain
 with you if it is medically necessary for you to
 stay beyond your scheduled return date. If
 you are travelling alone, we will cover the cost
 of one person to travel to stay with you if it is
 medically necessary for you to be accompanied
 as recommended by our senior medical officer.

- Reasonable additional accommodation costs up to the amount shown on your schedule of cover in total necessitated by the medical emergency per trip.
- Costs of providing emergency dental treatment for the immediate relief of pain and/or emergency repairs to dentures or artificial teeth carried out solely to alleviate distress in eating up to the amount shown on your schedule of cover.

2A - Additional Hospitalisation Benefit

If, during your trip you are admitted as an inpatient to hospital for more than 24 hours, on the recommendation of a medical practitioner, we will pay a benefit of the amount shown on your schedule of cover per day up to a maximum of the amount shown on your schedule of cover.

CONDITIONS APPLICABLE TO SECTION 2

(See also General Conditions)

- On your admission to hospital abroad, our medical emergency service must be contacted immediately if hospitalisation is likely to last for more than 24 hours or in the event that you incur expenses over €500.
- We reserve the right to repatriate you to Ireland when, in the opinion of the doctor in attendance and our senior medical officer, the insured person is fit to travel. If you do not comply with this decision we reserve the right to withdraw cover with immediate effect.
- The decision on the method of repatriation will be at the discretion of our senior medical officer subject to consultation with the doctor in attendance.
- In the event of your bodily injury or Illness, we reserve the right to relocate you from one hospital to another and arrange for your repatriation to Ireland at any time during the trip. We will do this if in the opinion of the medical practitioner in attendance or MAPFRE ASSISTANCE Agency Ireland you can be moved safely and/or travel safely to Ireland to continue treatment.
- If you hold a valid policy of private health insurance then you must first claim against your private health insurer for any inpatient medical expenses abroad.

<u>Section 2 - Exclusions In addition to the</u> General Exclusions

You are not covered for:

- The excess referred to in the schedule of cover.
- Any person:
 - i) Who receives medical treatment, which, in the opinion of the attendant physician and/or our Senior medical officer, could reasonably be deferred until that person returns to Ireland.
 - ii) Any treatment after the **insured person** has returned to **Ireland**.
- Pre-existing medical conditions unless you have declared these to us and we have informed you that we have accepted them for insurance cover.
- Any claim that comes from pregnancy or childbirth, unless a qualified medical practitioner confirms that the claim comes from complications of pregnancy or childbirth.
- Expenses incurred as a result of your decision not to be repatriated after the date when in the opinion of MAPFRE ASSISTANCE Agency Ireland, it is safe to do so.
- The cost incurred in obtaining or replacing medication, which, at the time of departure is known by you to be required or to be continued outside Ireland.
- Costs of telephone calls made when abroad, other than calls to MAPFRE ASSISTANCE Agency Ireland notifying them of the problem for which you are able to provide a receipt or other evidence to show the cost of the call and the number telephoned.
- Any illness, for which inoculations should have been obtained, prior to the trip.
- Any claims arising from a medical condition, where you travel against the advice of a qualified medical practitioner or would be travelling against the advice of a qualified medical practitioner, had you obtained advice.
- Cost of treatment, not directly related to your bodily injury/illness.
- Any costs related to the transportation **home** has not been arranged by **us**.
- Any amount recoverable under any national or private health insurance scheme, reciprocal health arrangement (such as European Health Insurance Card – previously E111) or any other source.

SECTION 3 – PERSONAL LUGGAGE, CASH AND PASSPORT

You are covered for up to the amount shown in your schedule of cover if, in the course of a trip, your personal luggage or passport is damaged, stolen, destroyed or lost (and not recovered). We have the option either to pay you for the loss, or replace, reinstate or repair the items covered. Payment will be on the basis of indemnity, after a deduction for normal wear and tear and bearing in mind the age of the items.

Loss or damage to your:

- i) Personal luggage
- ii) Valuables up to the limit shown on your schedule of cover.
- iiii) Passport up to the limit shown on your schedule of cover in respect of expenses incurred in obtaining an emergency passport whilst abroad only.
- iv) Reasonable additional transport costs up to the limit shown on your schedule of cover if you are unable to make your pre-booked return flight home following the loss or theft of your passport within 48 hours of your pre booked return flight home.
- v) Travel documents (including driving licence).
- vi) Personal money & cash.

Temporary loss of luggage:

Up to the amount shown in your schedule of cover for essential replacement items in the event of temporary loss, delay or misplacement, while in transit on your outward trip, of your personal luggage for more than 12 hours. Any amount paid will be deducted from the final claims settlement should the items prove to be lost permanently.

CONDITIONS APPLICABLE TO SECTION 3

(See also General Conditions)

3(a) Duty to take care:

You must take proper and due care of your property including examination of your personal luggage on arrival at your destination. In the event of loss or damage, you must take all reasonable steps to safeguard and recover your property. You must not leave your property unsecured or outside your reach or unattended at any time in a place to which the public have access or in the custody of a person who is not a travelling companion.

Any loss or damage, which occurred in transit, must be reported to the carriers, and any loss or theft to the police, within 24 hours of discovery of such loss or theft. In both instances a written report must be obtained.

Temporary loss of **personal luggage** is subject to a written report from the carrier and payment of the relevant benefit is subject to original receipts for emergency items being submitted.

If you are claiming for stolen or lost goods you must produce a receipt for the purchase of the original goods, which will simplify our assessment of the claim and speed up payment.

If you are claiming for damaged or destroyed goods you must produce an estimate for or repair from a reputable dealer confirming the estimated cost of repair.

In the event of a claim in respect of a **pair or set** of articles **we** shall only be responsible for the value of that part of the **pair or set** which is lost, stolen or damaged.

If it is not possible to report the loss or damage in transit to the carrier immediately — **you** must advise them in writing within 7 days of the incident and obtain the aforementioned written report from the carrier.

<u>Section 3 - Exclusions In addition to the</u> General Exclusions

You are not covered for:

- The excess referred to in the schedule of cover (does not apply to loss of passport or temporary loss of personal luggage).
- More than the amount shown on your schedule of cover for any single item / set of articles.
- Valuables or personal money and travel documents unless in your possession or attended by you or deposited in a safe or safety deposit box at all times.
- Loss, theft of or damage to personal luggage left unattended at any time or contained in or stolen from an unattended vehicle:
 - (a) at any time between 9pm and 8 am (local time) or
 - (b) at any time between 8am and 9pm (local

time) unless it is in the locked boot which is separate from the passenger compartment for those vehicles with a boot, or for those vehicles without a separate boot locked in the vehicle and covered from view and evidence of forcible and violent entry to the vehicle confirmed by a police report.

- Any valuables or personal money and travel documents in unattended vehicles regardless of the location of the property in the vehicle. (Losses from a roof or boot luggage rack of camping equipment remains covered under this section).
- Loss or damage caused by wear and tear, deterioration, depreciation, moths, vermin, atmospheric or climatic conditions or any process of cleaning, dyeing, repair or restoration.
- Confiscation or detention by Customs or other lawful officials and authorities.
- Electrical or mechanical breakdown or derangement of any article.
- Contact or corneal lenses, spectacles, dentures, bonds, securities, stamps or document of any kind, musical instruments, typewriters, personal computers or lap top computers and/or their accessories or similar items, glass, china, antiques, pictures, pedal cycles, hearing aids, coupons, personal organisers, computerised games and/or their accessories, mobile or portable telephones, telecommunication equipment, televisions, CDs, CD, MP3 or DAT players or similar items, vehicles and/or their accessories, boats and/or ancillary equipment, samples or merchandise or business goods or specialised equipment relating to a trade or profession.
- Breakage of, or damage to, any fragile or brittle articles, and any consequence thereof, unless caused by fire or accident to the conveyance in which your personal luggage is being carried.
- Breakage of or damage to sports equipment while in use.
- Any property more specifically insured.
- Any item loaned, hired or entrusted to you.
- Items carried as freight or under a bill of lading.
- Loss of passport, if the loss has not been reported to the relevant consular authority within 24 hours of discovery of such loss.
- Cover for temporary or permanent loss of personal luggage for which you have received full compensation from someone else.

SECTION 4 – DELAYED DEPARTURE MISSED DEPARTURE / ABANDONMENT

You are covered for:

4(A) DELAYED DEPARTURE

Where strike or industrial action, adverse weather or mechanical breakdown of, or accident to, aircraft or sea vessel on which you are booked as a passenger for your outward or return journey from or to Ireland, and forming part of a booked trip, and specified on your travel ticket, is delayed for a minimum of 12 hours beyond the intended departure time, we will cover amount shown on your schedule of cover in respect of every completed 12-hour period of delay in your scheduled departure time, up to a maximum of the amount shown on your schedule of cover per insured person.

4(B) MISSED DEPARTURE OR CONNECTIONWhere

Scheduled public transport services on which you are booked as a passenger fail, or are disrupted or the vehicle in which you are travelling is involved in an accident or breaks down and this stops you from getting to the airport, port or station in time to commence or continue your pre-booked trip, we will reimburse you in respect of reasonable additional accommodation and travelling expenses, necessarily incurred – up to the maximum amount of the limit shown on your schedule of cover in order to reach your booked destination.

Internal flights which are part of **your trip** and which are pre-booked and paid for in **Ireland** prior to departing on **your trip** are covered under this section.

4(C) ABANDONMENT

Where **strike or industrial action**, adverse weather or mechanical breakdown of, or accident to, aircraft or sea vessel on which **you** are booked as a passenger for **your** outward journey from **Ireland**, and forming part of a booked **trip**, and specified on **your** ticket, result in abandonment of **your** outward **trip**, **we** will pay for loss of accommodation and travel charges up to the limit shown on **your schedule of cover**, paid or contracted to be paid by **you**, and which are not recoverable from any other source. Subject to a minimum delay of 24 hours from the scheduled departure time.

CONDITIONS APPLICABLE TO SECTION 4

(See also General Conditions)

- You must have checked in according to the itinerary given to you by the tour operator or carrier, and obtained written confirmation from them or their handling agents of the cause of the delay from the scheduled departure time and the actual period of the delay.
- For cover in respect of missed connection journey as part of your trip you must allow a sufficient amount of time between your scheduled arrival at the point of departure for your connecting flight and the scheduled time of departure of same.
- A repairer's report obtained at the time of the incident will be required for vehicle breakdown or accident claims.

<u>Section 4 - Exclusions In addition to the</u> General Exclusions

You are not covered for:

- The Excess referred to in the schedule of cover (applies only to abandonment and missed departure or connection).
- Any claim resulting from strike, industrial action or adverse weather which commenced (or for which an officially stated intent had been given) on or prior to the date of booking your trip and/or insurance.
- Failure to check in, in accordance with the terms of the itinerary supplied unless such failure was itself due to an event insured.
- Withdrawal from service of the aircraft or sea vessel on which you are booked to travel, by order or recommendation of the regulatory authority in any country. You should direct any claim to the transport operator involved.
- Claims where you have not obtained written confirmation from the carrier or handling agent stating the period and reason for delay.
- Delays as a result of **your** failure to check in at **your** departure point in time.
- Claims for missed connecting flights where insufficient time has been allowed for transfer times.
- Additional costs where the scheduled public transport operator has offered reasonable alternative arrangements.
- Compensation under more than one of "delayed departure", "missed departure or connection" and "abandonment".

- Any money that can be claimed from someone or somebody else.
- Any claim caused by traffic congestion.

SECTION 5 - PERSONAL ACCIDENT

If you suffer accidental bodily injury during the trip, which within 12 months is the sole and direct cause of death or disablement, we will pay you or your legal personal representatives the amount shown on your schedule of cover due to:

- Death OR
- Loss of one or more limbs, or total and irrecoverable loss of sight in one or both eyes OR
- 3) Permanent total disablement

<u>Section 5 - Exclusions In addition to the</u> General Exclusions

You are not covered for:

- Compensation under more than one of the above.
- Injury not caused solely by outward, violent and visible means.
- Your disablement caused by mental or psychological trauma not related to your bodily injury.
- Disease or any physical defect, infirmity or illness which existed prior to the commencement of the trip.
- Any payment in excess of the amount shown on your schedule of cover per insured person.
- Any payment in excess of €3,000 arising from the death of insured persons under 16 years of age or over 66 years of age.

SECTION 6 - PERSONAL LIABILITY

If in the course of a **trip**, **you** become legally liable for accidental **bodily injury** to, or the death of, any person and / or accidental loss of or damage to their property, then: on condition that there is no other insurance in force covering the loss, **we** will indemnify **you** (or in the event of **your** death, **your** legal personal representatives) against:

 All sums which you shall become legally liable to pay as compensation; and All law costs awarded to any claimant or incurred in the defence of any claim that is contested by us or with our consent.

We will pay up to the maximum of the amount shown on your schedule of cover under this policy (including costs). This limit applies to any and all claimants in any one period of insurance affected by any and all occurrences with any one original cause.

<u>Section 6 - Exclusions In addition to the</u> General Exclusions

You are not covered for:

- Injury to, or the death of, any member of your family or household, or any person in your service.
- Loss of or damage to property belonging to, or held in trust by you or your family, household or servant.
- Loss of or damage to property which is the legal responsibility of you or your family, household or servant. This exclusion shall not apply to temporary accommodation, which you occupy and for which you assume contractual responsibility during your trip.
- Any liability, which attaches by virtue of a contractual agreement, but which would not attach in law in the absence of such an agreement.
- Claims for injury, loss or damage arising directly or indirectly from: ownership or use of: aircraft; horse-drawn, motorised, mechanically-propelled or towed vehicles; vessels (other than row boats, punts or canoes); animals (other than domestic dogs or cats); firearms (other than sporting guns).
- The pursuit or exercise of any trade, profession or gainful occupation, the participation in any hazardous activity (as defined), or the supply of goods and services by you.
- The occupation or ownership of any land or building.
- Wilful or malicious acts of the **insured person**.
- Liability or material damage for which indemnity is provided under any other insurance.
- Accidental injury or loss not caused through your negligence in respect of property damage caused to temporary holiday accommodation.

SECTION 7 – LEGAL EXPENSES

You are covered for:

We will provide telephone advice, guidance and assistance on any legal issue(s) that arises in connection with a **trip** or in connection with **your** home. This service is available when **you** start **your trip** until 7 days after **you** return home.

If you suffer death, illness or personal injury during your trip then in the event that you or your personal representatives decide to take out legal proceedings in pursuit of compensation, and we consider that you are likely to obtain a reasonable settlement and that the costs of pursuing legal proceedings are likely to be proportionate to the settlement amount;

We will advance on your behalf

- Up the amount shown on the schedule of cover in total under this policy per insured person (and in total for all insured persons in connection with any one event giving rise to a claim) for legal costs and expenses directly incurred in the pursuit of these proceedings.
- Additional travel expenses in the event that a court outside Ireland requires you to attend in connection with an event giving rise to an action under this section, up to a maximum amount of €300 per insured person.

Where we have instituted proceedings on your behalf and you receive no compensation, or only limited compensation, we will indemnify you against claims for fees, costs and expenses arising out of these proceedings, to the extent that these fees, costs and expenses exceed the amount of any compensation you have received, with a limit of the amount shown in the schedule of cover in total under this policy per insured person (and in total for all insured persons in connection with any one event giving rise to a claim). This benefit will be offset against the advance described above.

We shall have complete control over the legal proceedings and the appointment and control of a lawyer. We shall, with your agreement, appoint a lawyer on your behalf with the expertise and qualifications necessary to pursue your claim. If you are unable to agree with us on a suitable lawyer, we will ask the ruling body for lawyers in the country where the event giving rise to the claim occurred to nominate another lawyer. In the meantime, we may appoint a lawyer to protect your interests.

If an award of compensation is made and **you**, or a lawyer instructed on **your** behalf, receive payment, then all sums advanced or paid by **us** or due from **us** shall be repaid out of the compensation received.

We can opt to conduct legal proceedings instituted in the United States of America or Canada under the contingency fee system operating in North America.

We will not institute legal proceedings in more than one country in respect of the same occurrence.

You must notify **us** as soon as possible of any incident which may give rise to a claim and at the latest, within 90 days.

<u>Section 7 - Exclusions In addition to the</u> <u>General Exclusions</u>

You are not covered for:

- Costs or expenses incurred without prior authorisation by us.
- The pursuit of a claim against us, our agent or an insurer underwriting any section of this policy or a travel agent, tour operator, carrier or any supplier under a package holiday arrangement.
- Actions between insured persons or travelling companions or actions pursued in order to obtain satisfaction of a judgement of legally binding decision.

SECTION 8 – HIJACK

What is covered:

We will pay you up to the amount shown in the policy schedule of cover, for every completed period of 24 hours in the event of hijack of the transport on which you are travelling.

<u>Section 8 - Exclusions In addition to the</u> <u>General Exclusions</u>

You are not covered for:

 Claims not substantiated by a written police report confirming the length and exact nature of the incident.

SECTION 9 – CATASTROPHE

What is covered

We will pay you, up to the amount shown in the policy schedule of cover, in the event that the tour company is unable to assist and you are forced to move from your pre-booked accommodation as a result of fire, lightning, explosion, storm, flood, medical epidemic, or local government directive which is confirmed in writing by local or national authority, for irrecoverable travel or accommodation costs necessarily incurred to continue with your trip, or, if your trip cannot be continued for your return home.

<u>Section 9 - Exclusions In addition to the</u> General Exclusions

You are not covered for:

- The excess as shown in the policy schedule of cover.
- Claims where a report from local or national authority is not obtained stating that it was not acceptable for you to remain in your booked accommodation.
- Claims where the tour company is responsible.
- Claims where the tour company has made alternative arrangements.

SECTION 10 - CREDIT AND CASH CARD FRAUD

You are covered for:

We will pay you up to the amount shown in the policy schedule of cover for loss suffered solely as a result of any credit or cash card for which you are responsible, being lost or stolen and/or fraudulently used outside Ireland, by any person other than you or a close relative or your travelling companion.

<u>Section 10 – Exclusions In addition to the</u> General Exclusions

You are not covered for:

- The excess as shown in the policy schedule of cover.
- Claims where you can or could have recovered your losses from any other source.
- Claims where the credit or cash card loss has not been reported to the police.

- Any costs incurred in the replacement or return of the lost or stolen card.
- Claims occurring outside of 31 days from the date of return to your normal country of residence.

SECTION 11 – WINTER SPORTS

(Only operative if a winter sports product has been purchased)

You are covered for:

11(A) INABILITY TO SKI

The cover includes financial loss **you** suffer concerning deposits or payments **you** have made (or have contracted to pay) for **your** ski pack that **you** cannot recover if **you** have to register a claim under **Section 1 - Cancellation and Curtailment**.

OR

SKI HIRE

If you are certified by a qualified medical practitioner at a ski resort as being unable to ski as a direct result of injury or sudden and unforeseen illness occurring during the trip, a proportionate refund in respect of charges for your unused ski-pack up to the limit shown on your schedule of cover is provided under inability to ski cover.

11(B) SKIS, SKI EQUIPMENT & SKI PASS

The cover under Section 3.1(a) is extended to apply to damage to, and loss or theft of, skis (including bindings) and **ski equipment** belonging or hired to **you**, up to the amount shown on **your schedule of cover** per **insured person**. Skis and **ski equipment** are covered against damage or loss whilst in use. Skis are covered when locked to a roof rack, which is itself locked to the roof of a vehicle. **Cover** under Section 3.1(f) is extended to include **your** ski pass.

CONDITIONS APPLICABLE TO SECTION 11(B)

Our liability for **ski equipment** owned or hired by **you** shall be further limited as follows:

The maximum payment for any **single item**:

AGE OF ITEM	AMOUNT PAYABLE
Up to 1 year old	90% of purchase price
Up to 2 years old	70% of purchase price
Up to 3 years old	50% of purchase price
Up to 4 years old	30% of purchase price
Up to 5 years old	20% of purchase price
Over 5 years old	No payment

Our liability for **ski equipment** hired by **you** shall be further limited to the **insured persons** liability for such loss or damage.

11(C) PISTE CLOSURE

If, due to lack of snow in the pre-booked resort, there is a total closure of the lift system and it is not possible to ski for a period in excess of 12 hours, we will either pay you an amount not exceeding the amount shown on your schedule of cover per day to enable you to travel to another resort, or a benefit of the amount shown on your schedule of cover per day where no alternative resort is available. A written report must be obtained from the resort officials to confirm these events.

11(D) AVALANCHE OR LANDSLIDE

We will pay up to the amount shown on your schedule of cover per insured person per day, in order to reimburse you for reasonable extra accommodation and travel expenses you have to pay if scheduled public transport services are cancelled or curtailed following avalanches or landslides.

CONDITIONS APPLICABLE TO WINTER SPORTS (See also General Conditions)

 For claims in respect of unused ski pack/ski hire due to illness/bodily injury a certificate from the attending doctor must be obtained.

Off-Piste

- For your protection, and to ensure continuity of the insurance cover, we have drawn up the following guidelines:
 - (i) You must observe the rules of the resort or area. If in doubt, you should follow the advice of the local guides or instructors.
 - (ii) Where off-piste is only allowed in the company of a guide, the guide's advice should be strictly followed.
 - (iii) If **you** are inexperienced, **you** should not go offpiste except under the supervision of a guide.
 - (iv) You must exercise common sense and follow sensible local practices.
 - (v) This policy is only valid in respect of winter sports, for trips taken outside Ireland during the published ski season for your resort.

Section 11 - Exclusions In addition to the General Exclusions

You are not covered for:

 Claims arising from closure of the winter sports lift system due to avalanches or dangerously high winds.

SECTION 12 – GOLF COVER

Cover only operates:

Under single trip cover and annual multi trip cover if the appropriate golf cover extension has been chosen and the appropriate additional premium has been paid and is shown on the validation certificate.

Golf equipment

(Only operative if indicated in the **validation certificate** and additional premium paid).

You are covered for:

We will pay you up to the amount as shown in the schedule of cover. for loss, theft, or damage to your golf equipment. The amount payable will be at today's prices less a deduction for wear tear and depreciation (calculated from the table below), or we may at our option replace, reinstate or repair the lost or damaged golf equipment. The maximum we will pay for any single item is shown in the Schedule of Cover.

AGE OF ITEM	AMOUNT PAYABLE	
Up to 1 year old	90% of purchase price	
Up to 2 years old	70% of purchase price	
Up to 3 years old	50% of purchase price	
Up to 4 years old	30% of purchase price	
Up to 5 years old	20% of purchase price	
Over 5 years old	No payment	

Conditions applicable to golf equipment Hire (See also General Conditions)

- You must report to the police in the country where the incident occurred within 24 hours of discovery or as soon as possible after that and obtain a written report of the loss or theft of all golf equipment. A holiday representative's report is not sufficient.
- If golf equipment is lost, stolen or damaged while in the care of a carrier, transport company, authority or hotel you must report to them, in

writing, details of the loss, theft or damage and obtain written confirmation. If **golf equipment** is lost, stolen or damaged whilst in the care of an airline **you** must:

- (i) obtain a property irregularity report from the airline.
- (ii) give formal written notice of the claim to the airline within the time limit contained in their conditions of carriage (please retain a copy).
- (iii) retain all travel tickets and tags for submission if a claim is to be made under this **Cover**.
- Receipts for items lost, stolen or damaged or proof of ownership should be retained as these will help you to substantiate your claim.

Section 12 - Exclusions In addition to the General Exclusions

You are not covered for:

- Loss, theft or damage to golf equipment left unattended at any time or contained in or stolen from an unattended vehicle:
 - (i) anytime between 9pm and 8am (local time) or
 - (ii) at any time between 8am and 9pm (local time) unless it is in the locked boot which is separate from the passenger compartment for those vehicles with a boot, or for those vehicles without a separate boot locked in the vehicle and covered from view and evidence of forcible and violent entry to the vehicle confirmed by a police report.
- Loss or damage due to delay, confiscation or detention by customs or other authority.
- Loss or damage caused by wear and tear, depreciation, deterioration, atmospheric or climatic conditions, moth, vermin, any process of cleaning repairing or restoring, mechanical or electrical breakdown.
- Claims arising from damage caused by leakage of powder or liquid carried within personal effects or baggage.

Golf equipment hire

(Only operative if indicated in the **validation certificate** and additional premium paid).

You are covered for:

(See also General Conditions)

We will pay you up to the amount as shown in the

schedule of cover for each 24 hour period, for the cost of necessary hire of golf equipment following:

- (i) accidental loss of, theft of or damage to **your golf equipment**; or
- (ii) the temporary loss in transit during the outward journey for at least 24 hours of your golf equipment.

CONDITIONS APPLICABLE TO GOLF EQUIPMENT HIRE (See also General Conditions)

- You must report to the police in the country where the incident occurred within 24 hours of discovery or as soon as possible after that and obtain a written report of the loss, theft or attempted theft of all golf equipment.
- For items damaged whilst on your trip you must obtain an official report from an appropriate retailer confirming the item is damaged and beyond repair.
- If your golf equipment is temporarily lost in transit you must obtain written confirmation from the carrier as to the exact nature and length of time temporarily lost.
- If your golf equipment is lost, stolen or damaged while in the care of a carrier, transport company, authority or hotel you must report to them, in writing, details of the loss, theft or damage and obtain written confirmation. If your golf equipment is lost, stolen or damaged whilst in the care of an airline you must:
 - obtain a property irregularity report from the airline.
 - (ii) give formal written notice of the claim to the airline within the time limit contained in their conditions of carriage (please retain a copy).
 - (iii) retain all travel tickets and tags for submission if a claim is to be made under this cover.
- Receipts for items lost, stolen or damaged or proof of ownership should be retained as these will help you to substantiate your claim.

Green fees

(Only operative if indicated in the **validation certificate** and additional premium paid).

You are covered for:

• We will pay you up to the amount shown in the

schedule of cover, for the proportionate value of any nonrefundable, pre-paid green fees, **golf equipment** hire or tuition fee necessarily unused due to the following:

- (i) Your bodily injury or illness, or
- (ii) The loss or theft of your pre-booked and prepaid documentation which prevents your participation in the pre- paid golfing activity.
- (iii) The closure due to adverse weather conditions of the golf course.

CONDITIONS APPLICABLE TO GREEN FEES (See also General Conditions)

- You must report to the police within 24 hours of discovery or as soon as possible after that and obtain a written report of the loss, theft or theft or attempted theft of your documentation.
- For claims as a result of your bodily injury or illness you must obtain its report substantiating your medical condition, its occurrence and your inability to play golf from the treating doctor.
- You must obtain written confirmation from the golf club of the time(s) and date(s) of the golf course closure due to adverse weather conditions.

SECTION 13 - WEDDING / CIVIL PARTNERSHIP

(Only operative if indicated in the **validation certificate** and additional premium paid).

SPECIAL DEFINITIONS

(which are shown in italics)

You/Your/Insured Person/Insured Couple

Means the couple travelling abroad to be married/ entered into civil partnership whose names appear in the **validation certificate**.

Wedding/Civil Partnership attire

Means dress, suits, shoes and other accessories bought specially for the wedding/civil partnership and make-up, hair styling and flowers paid for or purchased for the wedding/civil partnership forming part of **your baggage**.

You are covered for:

 We will pay up to the amounts shown in the schedule of cover for the accidental loss of, theft of or damage to the items shown below forming part of your baggage:

- (a) for each wedding/civil partnership ring taken or purchased on the trip for each insured person.
- (b) for wedding/civil partnership gifts taken or purchased on the **trip** for the **insured couple**.
- (c) for your wedding/civil partnership attire which is specifically to be worn by you on your wedding/civil partnership day.
- The maximum payment for any single item is shown in the schedule of cover.
- The amount payable will be the value at today's prices less a deduction for wear tear and depreciation, (or we may at our option replace, reinstate or repair the lost or damaged baggage).
- We will pay the insured couple up to €300 for the reasonable additional costs incurred to reprint/ make a copy of or retake the photographs/video recordings either at a later date during the trip or at a venue in Ireland or the United Kingdom if:
 - (a) the professional photographer who was booked to take the photographs/video recordings on your wedding/civil partnership day is unable to fulfil such obligations due to bodily injury, illness or unavoidable and unforeseen transport problems, or
 - (b) the photographs / video recordings of the wedding day taken by a professional photographer are lost, stolen or damaged within 14 days after the wedding/civil partnership day and whilst you are still at the holiday/honeymoon location.
- You may claim only under one of either section 13 – Wedding/Civil Partnership Cover or section 3 – Personal Luggage, Cash and Passport for the same event, not both.

CONDITIONS APPLICABLE TO WEDDING/CIVIL PARTNERSHIP

(See also General Conditions)

- You must report to the local police within 24 hours of discovery or as soon as possible after that and obtain a written report of the loss, theft or attempted theft of all baggage.
- If baggage is lost, stolen or damaged while in the care of a carrier, transport company, authority or hotel you must report to them, in writing, details of the loss, theft or damage and obtain written confirmation. If baggage is lost, stolen or damaged whilst in the care of an airline you must:

- (i) obtain a property irregularity report from the airline.
- (ii) give formal written notice of the claim to the airline within the time limit contained in their conditions of carriage (please retain a copy).
- (iii) retain all travel tickets and tags for submission if a claim is to be made under this cover.
- (iv) receipts for items lost, stolen or damaged or proof of ownership should be retained as these will help you to substantiate your claim.

Section 13 - Exclusions In addition to the General Exclusions

You are not covered for:

- The excess as shown in the schedule of cover.
- Loss, theft of or damage to valuables left unattended at any time (including in a vehicle or in the custody of carriers) unless deposited in a hotel safe or safety deposit box.
- Loss, theft of or damage to baggage left unattended at any time or contained in an unattended vehicle:
 - (i) anytime between 9pm and 8am (local time) or at any time between 8am and 9pm (local time) unless it is in the locked boot which is separate from the passenger compartment for those vehicles with a boot, or for those vehicles without a separate boot locked in the vehicle and covered from view and evidence of forcible and violent entry to the vehicle confirmed by a police report.
- Loss or damage due to delay, confiscation or detention by customs or other authority.
- Loss, theft of or damage to unset precious stones, contact or corneal lenses, hearing aids, dental or medical fittings, antiques, musical instruments, mobile telephones or telecommunications equipment of any kind, deeds, manuscripts, securities, perishable goods, surfboards/ sailboards bicycles, marine equipment or craft or any related equipment or fittings of any kind, ski equipment and damage to suitcases (unless the suitcases are entirely unusable as a result of one single incidence of damage).
- Loss or damage due to cracking, scratching, breakage of or damage to china, glass (other than glass in watch faces, cameras, binoculars or telescopes), porcelain or other brittle or fragile articles unless caused by fire, theft, or accident to the aircraft, sea vessel, train or vehicle in which they are being carried.
- Loss or damage due to breakage of sports equipment

- or damage to sports clothing whilst in use.
- Loss, theft of or damage to business goods, samples, tools of trade, motor accessories and other items used in connection with your employment or occupation.
- Loss or damage caused by wear and tear, depreciation, deterioration, atmospheric or climatic conditions, moth, vermin, any process of cleaning repairing or restoring, mechanical or electrical breakdown or liquid damage.

SECTION 14 - BUSINESS COVER

(Only operative if indicated in the validation certificate and additional premium paid)

You are covered for:

- In addition to the cover provided under section 3 Personal Luggage, Cash and Passport we will pay you up to the amount shown in the schedule of cover for the accidental loss of, theft of or damage to business equipment occurring during the period of insurance. The amount payable will be the current market value, which takes into account a deduction for wear tear and depreciation, (or we may at our option replace, reinstate or repair the lost or damaged business equipment).
- We will also pay reasonable additional accommodation and travelling expenses incurred in arranging for a colleague or business associate to take your place on a pre-arranged business trip in the event that:
 - (a) You die.
 - (b) You are unable to make the business trip due to you being hospitalised or totally disabled as confirmed in writing by a medical practitioner.
 - (c) Your close relative or close business associate in Ireland or the United Kingdom dies, is seriously injured or falls seriously ill.

CONDITIONS APPLICABLE TO BUSINESS COVER (See also General Conditions)

- You must report to the local police in the country where the incident occurred within 24 hours of discovery or as soon as possible after that and obtain a written report of the loss, theft or attempted theft of all business equipment.
- Receipts for items lost, stolen or damaged or proof of ownership should be retained as these will help you to substantiate your claim.

<u>Section 14 - Exclusions In addition to the</u> General Exclusions

You are not covered for:

In respect of Cover 1 above:

(The **excess** as shown in the **schedule of cover**)

Loss, theft or damage to **business equipment** left **unattended** at any time or contained in or stolen from an **unattended** vehicle:

- (a) Anytime between 9pm and 8am (local time) or
- (b) At any time between 8am and 9pm (local time) unless it is in the locked boot which is separate from the passenger compartment for those vehicles with a boot, or for those vehicles without a separate boot locked in the vehicle and covered from view and evidence of forcible and violent entry to the vehicle is confirmed by a police report.
- (c) Loss or damage due to delay, confiscation or detention by customs or other authority.
- (d) Wear and tear, depreciation, deterioration or loss or damage by atmospheric or climatic conditions by moth vermin by any process of cleaning, repairing or restoring mechanical or electrical breakdown.
- (e) Loss of, theft of or damage to films, tapes, cassettes, cartridges or discs other than for their value as unused materials unless purchased pre-recorded when we will pay up to the makers latest list price.

In respect of Cover 2 above

- (a) Additional costs under 2. b) above if you were totally disabled, hospitalised or you were on a waiting list to go into hospital at the time of arranging the business trip.
- (b) Additional costs under 2. b) and c) above if you were aware of circumstances at the time of arranging the business trip which could reasonable have been expected to give rise to cancellation of the business trip.

In respect of Cover 1 and 2 above

- (a) Any loss or damage arising out of **you** engaging in **manual work**.
- (b) Any financial loss or costs incurred arising from the Interruption of **your** business.

SECTION 15 - FLIGHT CANCELLATION

(Only operative if indicated in the **validation certificate** and additional premium paid)

You are covered for:

We will pay you, up to the amount shown in the schedule of cover for reasonable additional accommodation (room only) and travel expenses necessarily incurred in reaching your overseas destination and/or in returning to Ireland or the United Kingdom as a result of the flight on which you were booked to travel being cancelled or delayed for more than 24 hours and vou choose to make other travel arrangements for your trip because the alternative transport offered by the airline was not within 24 hours of your original scheduled departure time. The amount payable will be calculated after deduction of the amount of the refund on vour ticket(s) together with any compensation from the airline. You may claim only under section 15 flight cancellation or Section 4 Delayed Departure / Missed Departure / Abandonment once for each event. You cannot claim under both sections of the policy for the same event.

Conditions applicable to Flight Cancellation (See also General Conditions)

- You must check in according to the itinerary supplied to you.
- You must get written confirmation from the airline (or their handling agents) of the cancellation or number of hours delay and the reason for these together with details of any alternative transport offered.
- You must comply with the terms of contract of the airline and seek financial compensation, assistance or a refund of your ticket(s)from them in accordance with such terms and/or (where applicable) your rights under EU Air Passenger Rights legislation in the event of cancellation or long delay of flights. Details of your rights can be downloaded from: https://europa.eu/ youreurope/citizens/travel/passenger- rights/air/ index_en.htm

Section 15 - Exclusions In addition to the General Exclusions

You are not covered for:

The excess as shown in the schedule of cover.

- The cost of recoverable airport charges and levies.
- · Claims arising directly or indirectly from:
 - (i) Strike or industrial action, adverse weather, cancellation of public transport or a directive prohibiting all travel or all but essential travel, to the country or specific area or event to which you were travelling, existing or being publicly announced by the date you purchased this insurance or at the time of booking any trip.
 - (ii) An aircraft being withdrawn from service (temporary or otherwise) on the recommendation of the Irish Aviation Authority or any similar body in any country.
- Any costs incurred by you which are recoverable from the airline or for which you receive or are expected to receive compensation, damages, refund of tickets, meals, refreshments, accommodation, transfers, communication facilities or other assistance.
- Any accommodation costs, charges and expenses where the airline has offered alternative travel arrangements within 24 hours of your original scheduled departure time.
- Any costs which you would have expected to pay during your trip.

SECTION 16 - CRUISE CONNECTION

(Only operative if indicated in the **validation certificate** and additional premium paid)

You are covered for:

We will pay you up to the amount shown in the schedule of cover for reasonable additional onward travel expenses and accommodation (room only) necessarily incurred in reaching the next available embarkation point of your cruise itinerary if you fail to arrive at the original embarkation point in time to board your cruise ship on which you are booked to travel, or your failure to disembark at the original disembarkation place and time to reach your international flight departure point, as a direct result of:

- (i) the failure of any scheduled **public transport**
- (ii) the failure of **your** booked **cruise** ship
- (iii) Strike or industrial action or adverse weather conditions.

CONDITIONS APPLICABLE TO CRUISE CONNECTION

You must allow sufficient time for the scheduled

public transport, **cruise** ship or other transport to arrive on **schedule** and to deliver **you** to **your** embarkation point or international departure point.

Section 16 - Exclusions In addition to the General Exclusions

You are not covered for:

- The excess as shown in the schedule of cover.
- Claims arising directly or indirectly from:
 - (i) Strike or industrial action or air traffic control delay existing or publicly announced by the date you purchased this insurance or at the time of booking any trip whichever is the later.
 - (ii) Withdrawal from service (temporary or otherwise) of an aircraft or sea vessel on the recommendation of the Irish Aviation authority or a port authority or any similar body in any country.
 - (v) Additional expenses where the scheduled public transport operator has offered reasonable alternative travel arrangements.
 - (vi) Any delay caused by quarantine on the **cruise** ship due to contagious disease.

SECTION 17 - HAZARDOUS ACTIVITIES

We will not cover any activity considered to be dangerous unless it is included in the list below.

We also will not cover any sport undertaken professionally.

The activities which are covered in full as standard:

- Amateur Athletics
- · Archaeological digging
- Archery
- Badminton
- Baseball
- Basketball
- Bridge Walking
- Bungee jumps (max 3 jumps)

- Canoeing
- · Cat skiing (see Note 1 below)
- Cave tubing
- Cricket
- Cross country skiing (see Note 1 below)
- Cycling
- Glacier walking or trekking under 2000 metres altitude (see Note 1 below)
- Golf
- · Hiking (under 2000 metres)
- · Husky sledge driving
- Ice skating (see Note 1 below)
- Inline skating
- Jogging
- Kayaking (not sea kayaking) (Grade 1-4)
- Marathons
- Mountain biking (not including downhill racing and extreme ground conditions; on tarmac roads only)
- Mono skiing (see Note 1 below)
- Netball
- Off Piste skiing/snowboarding (see Note 1 below)
- Orienteering
- Parasailing
- Parascending (over water)
- Rambling
- Recreational ski or snowboard racing (see Note 1 below)
- Refereeing (amateur basis)
- River tubing
- Roller blading
- Running (both sprinting and long distance)

- Safari
- Sand boarding
- Scuba diving (qualified, max 30 metres) under 14 days
- Skate boarding
- Skiing (see Note 1 below)
- Sleigh rides (as part of a Christmas Trip to Northern Europe)
- Snorkelling
- Snowboarding (see Note 1 below)
- Squash
- Surfing
- Swimming
- Tennis
- Tobogganing (see Note 1 below)
- Trekking (under 2000 metres)
- Triathlons
- Volleyball
- Wake boarding
- Water polo
- Water skiing
- White/Black water rafting (Grades 1 to 4)
- Windsurfing and Yachting (both racing and crewing) inside territorial waters

NOTE

This is a winter sports activity. Cover will only apply if you have paid the appropriate winter sports premium and this is shown on your validation certificate. If you have arranged an annual multi-trip policy we will cover the activity for a maximum of 17 days on a Silver policy and 24 days on a Gold or Platinum policy.

The table below includes activities where a restriction on the cover is in place. Please see the individual activity for full details.

Where the medical excess says 'standard', please see the amount in the schedule of cover.

Activity	Included in policy?	Am I covered for personal accident / personal liability?	Medical excess
Abseiling	Yes	No	Standard
Boxing training (no contact)	Yes	No	Standard
Camel riding or trekking	Yes	No	Standard
Canopy walking	Yes	No	Standard
Clay-pigeon shooting	Yes	No	Standard
Conservation or charity work (educational and environmental - working with hand tools only)	Yes	No	Standard
Dragon boating	Yes	No	Standard
Dune bashing	Yes	No	Standard
Elephant riding or trekking	Yes	No	Standard
Falconry	Yes	No	Standard
Football	Yes	No	Standard
Go-karting	Yes	No	Standard
Hockey	Yes	No	Standard
Horse riding (not polo, hunting or jumping)	Yes	No	Standard
Hot-air ballooning	Yes	No	Standard
Jet boating	Yes	No	Standard
Jet skiing	Yes	No	Standard
Kayaking Grade 1-4	Yes	No	Standard
Kite surfing (over water)	Yes	No	Standard
Motorcycling (under 125cc - not racing)	Yes	No	Standard
Mud buggying	Yes	No	Standard
Paintballing (wearing eye protection)	Yes	No	Standard
Passenger (in private or small aircraft or helicopter)	Yes	No	Standard
Rowing	Yes	No	Standard
Snowmobiling	Yes	No	Standard
Target rifle shooting	Yes	No	Standard
Tree top walking	Yes	No	Standard
Wadi bashing	Yes	No	Standard
Zip lining	Yes	No	Standard

DATA PROTECTION

We will need to obtain personal information from you to provide you with the policy of insurance.

This means any information obtained from **you** in connection with this **policy** provided to **you** by **us** (or **our** subsidiaries) must be collected lawfully and in accordance with **data protection** legislation.

We use your personal data in the following ways:

- to provide you with policy cover, including underwriting and claims handling. This may include disclosing information to other insurers, regulatory authorities, or to our agents who provide services on your behalf under the policy;
- to confirm, maintain, update and improve our customer records;
- to identify and market products and services that may be of interest to you, (subject to your prior consent);
- to analyse and develop our relationship with you;
- to help in processing any applications you may make;
- · to carry out studies of statistics and claim rates;
- for the analysis and the prevention of fraud;
- for the analysis and the prevention of payment defaults;
- for statistical studies by us and/or any sectorial organisation in Europe.

Where **you** have given **your** consent, **we** may share some of **your** personal information with **our** partner companies or companies within **our** group so that they can provide **you** with information about other products, services and promotions that may be of interest to **you** by letter, telephone, SMS or e-mail.

We will only disclose **your** personal information to third parties if:

- it is necessary for the performance of your policy of insurance with us;
- you have given your consent, including marketing consent; or
- such disclosure is required or permitted by law.

You can change **your** mind about **your** marketing consent at any time by contacting: Data Protection Officer, Travelsafe.ie, 6 Leopardstown Office Park, Burton Hall Avenue, Sandyford, D18.

We disclose your personal information to third parties where:

- it is necessary for the performance of your insurance policy;
- if you have given your consent; or
- if such disclosure is required or permitted by law.

We deal with third parties that we trust to treat our customers' personal information with the same stringent controls that we apply ourselves.

Some of the personal information required from you is sensitive information such as details of any current or past medical conditions for you and your fellow travellers on the policy. This is a 'special category of information' under data protection legislation. We will not use sensitive information about you except for the specific purpose for which you provide it including enabling us to quote for your policy cover, to confirm policy cover and to provide the services described in the policy. You must ensure that you only provide sensitive information about other people identified on the insurance policy where you have their consent or the legal right to disclose their personal information, including their sensitive personal information.

To assist with fraud prevention and detection we may:

- share information about you across our group, with other insurers and, where we are entitled to do so under the Data Protection legislation, the police and other law enforcement agencies
- pass your details to a central insurance application and claims checking system, whereby it may be checked against information held by that central insurance application and claims checking system and shared with other insurers
- check your details with fraud prevention agencies and, if you give us false or inaccurate information and we suspect fraud, we will record this with the fraud prevention agency and other organisations may also use and search these records to:
- help make decisions about credit and credit related services for you and members of your household;
- (ii) help make decisions on motor, household, credit, life and other insurance proposals and

claims for you and members of your household;

- (iii) trace debtors, recover debt, prevent fraud and to manage your insurance policies;
- (iv) check your identity to prevent money laundering;
- (v) undertake credit searches and additional fraud searches.

You are entitled on request to receive a copy of the personal information we hold about you. This will be information that you have given us during your policy. We do not hold any information relating to your credit status. If you would like a copy of your information, please contact the Data Protection Officer, Travelsafe.ie, 6 Leopardstown Office Park, Burton Hall Avenue, Sandyford, D18.

We are hereby released from any liability for any claim if **you** refuse disclosure of the data to a third party, which in turn prevents **us** from providing cover under this **policy**.

You agree we will store the personal data according to data protection legislation.

You agree that if you travel outside the European Economic Area ("EEA"), it may be necessary for us to transfer vour data outside of the EEA in order to fulfil our obligations to you in the provision of the services under the terms of this policy. The fulfilment of our obligations may include sharing your data with our service providers whom we may engage to ensure the provision of those services to you. We undertake not to transfer your data outside of the EEA or share your data with our service providers for any other reason than the fulfilment of our obligations under the terms of this policy. You have provided your consent for such transfer and sharing of data. Further details of how data is shared outside the EEA can be found in our Privacy policy on our website.

We keep records of any transactions you enter with us or our partner companies for up to six years. This is to enable a response to all claims under the policy, validation of policy cover, any enquiries, complaints or disputes that arise in that period and to comply with our legal and regulatory requirements.

We may keep other personal information about you if it is necessary for us to do so to comply with the law.

CLAIMS PROCEDURE

First, check the section of this **policy** to make sure that what **you** are claiming for is covered.

Then telephone **our claims helpline** on **+00353 91 501630** to obtain a **claim form**, giving **your** name and insurance reference number, and brief details of **your** claim.

All claims must be submitted within 30 days of your return home from your trip on an original claim form, accompanied by original invoices, receipts, reports, etc. Please refer to the relevant section of this policy for specific conditions and details of the supporting evidence that we require when making a claim.

Please remember that it is always advisable to retain copies of all documents when submitting your claim form.

To obtain a claim form please contact:

MAPFRE ASSISTANCE Agency Ireland 22-26 Prospect Hill Galway Ireland Telephone: +00353 91 501630

To obtain a claim form in respect of claims made

under Section 9 of this Policy please contact:

Arc Legal Assistance

Lodge House
Lodge Lane
Langham
Colchester
CO4 5NE
England

The telephone number to call is +44 (0)344 770 9000.

PLEASE NOTE

As the circumstances of different claims are not the same it may be necessary for us to request additional information / documentation in respect of a claim along with the details given below.

Depending on the type of claim, please complete (in full) the relevant **claim form** and forward it together with all accompanying documentation required on **your claim** to MAPFRE ASSISTANCE Agency Ireland. For **your** convenience, some of the additional information/documentation that may be required are outlined below:

Personal Luggage

Forward full particulars of property lost or damaged, including bills/invoices to support values or paid invoices for the cost of repairs. For loss or theft claims, a police report / airline property irregularity report must also be forwarded.

Money

Forward full details together with the **police report** and substantiation of the ownership of the money.

Medical

Forward details of **illness or bodily injury** together with original receipts and medical reports confirming the condition for which treatment was sought expenses incurred abroad.

Cancellation

Provide the reason for cancellation supported by the booking invoice (from the tour operator) cancellation invoice (from the tour operator) and medical certificate / death certificate where appropriate.

Curtailment

Provide original booking invoice from the tour operator, original flight tickets and/or new flight tickets, confirmation of the necessity to curtail the **trip** from the treating doctor or relevant medical certificate in respect of the person giving rise to the claim and receipts for the additional expenses incurred.

Personal Accident

Forward full details of accident or bodily injury.

Public Liability

See conditions under the relevant sections contained in this **policy**.

Delay/Missed Departure/Abandonment

Forward written confirmation of the cancellation or the duration of the delay along with the cause of the delay from the relevant carrier.

Legal Expenses

Forward full details of accident or **bodily injury**.



