



MAPFRE | ASISTENCIA

Agency Ireland

Annual Multi-Trip Travel Insurance Policy Wording

V: January 2008

Special notes

This Policy is evidence of the contract between You and Us. 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. The Policy and Schedule should be read as one document. Words and expressions, to which specified meanings have been given in any part of the contract, have such specific meanings wherever they may appear.

Insurance Act 1936

All monies which become or may become payable by Us under Your Policy will in accordance with Section 93 of the Insurance Act 1936, be payable and paid in the Republic of Ireland.

Finance Act 1990

The appropriate stamp duty has been or will be paid in accordance with the provisions of Section 113 of the Finance Act, 1990.

Data Protection

The information you provide about yourself and about third parties will remain confidential and may be used for the provision and administration of insurance products and related services. Such information may be disclosed in confidence for these purposes to agents or service providers appointed by Mapfre, regulatory bodies, other insurance companies (directly or via a central register) and other Mapfre Group companies. This information will be processed and held on our computers and manual records.

A person may request, in writing, a copy of details about himself/herself held by Mapfre by sending a written request to the Data Protection Compliance Officer, MAPFRE ASISTENCIA Agency Ireland, Ireland Assist House, Prospect Hill, Galway together with the payment of the applicable fee (currently €5.00). There is also a right to correct any inaccuracies identified in the personal data we hold.

Signed on behalf of the Company



M. Magliocco
By Authority of the Board

Complaints Procedure

If You have any complaint about the insurance contract, You should contact Your Broker / Agent who issued the Policy.

If Your complaint is not resolved to Your satisfaction please write to:

General Manager
MAPFRE ASISTENCIA Agency Ireland
22-26 Prospect Hill
Galway

If You are still dissatisfied, You may contact:

- (a) The Insurance Federation's Insurance Information Service,
39 Molesworth Street
Dublin 2
Telephone: 01 676 1914
Fax: 01 676 1943
Email: fed@iif.ie
Website: www.iif.ie

The Service can advise You on how to proceed further, and may be able to help in resolving the problem;

- (b) The Financial Services Ombudsman's Bureau
Third Floor Lincoln House, Lincoln Place
Dublin 2

LoCall: 1890 882090
Telephone: 01 662 0899
Fax: 01 662 0890
Email: enquiries@financialombudsman.ie
Website: www.financialombudsman.ie

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 return the Schedule and Policy document to 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.

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Introduction

Your Policy and Schedule

Here is Your new MAPFRE ASISTENCIA Agency Ireland Annual Multi-Trip Travel Insurance Policy document. The Schedule for this Policy, which is separately enclosed, contains full details of the protection provided by this Policy and they should be read as one document. Please ensure that both documents are kept together and carried with You on Your Trip.

The Third EU Non-Life Directive requires us to provide you with the following information:

The law applicable to the contract

This Policy shall be governed by and construed in accordance with the Law of the Republic of Ireland unless the Policy holder's habitual residence (in the case of an individual) or central administration and/or place of establishment is located in Northern Ireland, in which case the law of Northern Ireland shall apply.

Policy Underwriters

MAPFRE ASISTENCIA Agency Ireland provides 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 08MA/AMTG by MAPFRE ASISTENCIA Compania de Seguros y Reaseguros SA trading as MAPFRE ASISTENCIA Agency Ireland, regulated by the Direccion General de Seguros y Fondos de Pensiones del Ministerio de Economia y Hacienda, Spain and is subject to the Irish Regulator's conduct of business rules. The principal place of business of MAPFRE ASISTENCIA Agency Ireland is at Ireland Assist House, 22-26 Prospect Hill, Galway. MAPFRE ASISTENCIA Agency Ireland conducts business in Ireland in accordance with the Code of Conduct for Insurance Undertakings published by the Financial Regulator.

Important Information

Details of cover are laid out in this Policy, which should be read in conjunction with your Schedule of Cover, and We recommend that You read it to satisfy Yourself that this insurance meets Your requirements. However, We would ask You to specially note the following:

All material facts must be disclosed to Us before You travel. Failure to do so could result in the rejection of a claim and Your cover may be cancelled. Material facts are those which can be reasonably regarded as likely to influence the assessment of Your cover. If You have any doubt about whether certain facts are material these should be disclosed to Us anyway.

Cancellation:

We hope You are happy with the cover this Policy provides. However, if after reading this Policy, this Insurance does not meet with Your requirements, please return it to Your agent within 14 fourteen days of issue We will refund Your premium.

The Insurer 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 his last known address. Provided the premium has been paid in full the Insured shall be entitled to a proportionate rebate of premium in respect of the un-expired period showing on the Insurance.

Reciprocal Health Agreement:

If You intend travelling to European Union countries We would advise You to obtain a European Health Insurance Card (previously known as form E111), which will entitle You to certain free health arrangements in European Union countries.

When travelling to Australia or New Zealand We advise You to register under the National Medicare scheme of those countries if You have to go to hospital.

Levels of Cover

This Schedule of Cover/Policy contains different levels of cover. The cover applying to You and for which You have paid is detailed on Your Schedule of Cover/Policy. Please read this Policy wording carefully in conjunction with your Schedule of Cover and ensure the cover You have purchased reflects Your requirements.

Compensation Scheme:

MAPFRE ASISTENCIA Agency Ireland is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 100% of the first £2,000 and 90% of the remainder of the claim. You can get more information about compensation scheme arrangements from the FSCS.

Strict Medical Health Requirements:

This insurance operates on the following basis:

- To be covered, You must be healthy and fit to travel and undertake Your planned Trip. The Insurance will NOT cover You when You are travelling against medical advice or with the intention of obtaining medical treatment abroad.
- No claim arising directly or indirectly from any Pre-Existing Medical Condition affecting You, a Close Relative, Travelling Companion or person with whom You intend to stay whilst on Your Trip, will be covered unless that condition has been declared to and accepted by Us in writing. Please note the definition of Insured Person(s) in the Meaning of Words.
- **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 Pre-Existing Medical Condition not declared 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:
 - is receiving, or is on a waiting list for treatment in a hospital or
 - nursing home; or
 - has received a terminal prognosis; or
 - is travelling against medical advice or for the purpose of obtaining treatment; or
 - is expected to give birth before or within fourteen weeks of the date of arrival home.

Note: The above exclusions apply not only to You, but also to Close Relatives or other non-travellers on whom the Trip depends.

What to do in the Event of an Emergency

You should first check that the circumstances are covered by referring to the relevant section of Your Policy/Schedule of Cover. Having done this, please contact the 24-hour helpline number listed on Your Schedule of Cover. 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.

In case of a serious medical emergency, involving anyone covered by the Policy, notify Us as quickly as possible.

To comply with the terms and conditions of this insurance You must obtain the prior consent of MAPFRE ASISTENCIA Agency Ireland before incurring any expenses over €500. 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.

The emergency service can be contacted twenty-four hours a day. The telephone number to call is listed on Your Schedule of Cover. Your call will be answered by an experienced assistance co-ordinator to whom You should give all relevant information. Please ensure You have details of Your Policy before You telephone.

Repatriation of patients

If, in the opinion of Our Medical Adviser, it would be 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 the Policy.

Claims relating to minor illnesses or accidents should be paid by You and reclaimed from Us within 30 days of returning from Your holiday.

Definitions

Wherever the following words and phrases appear in Your Policy or Schedule of 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.

Cash:

Coins and notes that are legal tender in any country.

Close Relative:

Your Spouse or Common-Law Partner, parents, daughter, son (including legally adopted daughter/son), grandparents, brother, sister, parents-in-law, sons/daughters-in-law, brothers/sisters-in-law, or fiancé(e).

Common-Law Partner:

Any couple (including same sex) in a common-law relationship or who have cohabited for at least 6 months prior to the commencement of the Trip.

Curtailment/Cutting Short Your Trip:

Your early return to Ireland before the scheduled return date.

Excess:

The amount You must pay as part of certain claims. This amount is per person and per section. This amount will be shown in the Policy Schedule.

Geographical Limits:

Worldwide Trips outside Ireland. Cover extends to include Trips within Ireland involving paid overnight accommodation but only in respect of Cancellation or Curtailment.

Hazardous Activities:

Any wilful exposure to risk or any other activity where it is recognized that there is an increased risk of injury, such as, but not exclusively, abseiling; American Football; aviation other than as a fare paying passenger on a scheduled flight, baseball; boxing; bungee jumping; canoeing; canyoning, cave diving; caving, cricket; fell running; gliding, gorge-walking, hang gliding; high-diving, hockey; horse jumping; hot air ballooning; ice hockey, lacrosse; marathon; martial arts; micro-lighting; mountaineering; motor rallies; parachuting; paragliding; piloting an aircraft; polo; pot holing; professional sports; potholing; off-road mountain biking, organised team sports; rock climbing; rock-scrambling, rugby; scuba diving (unless You are qualified under C.M.A.S. and/or P.A.D.I. certification or diving with a qualified instructor and accompanied and within 25 metres of sea-level); white water canoeing/rafting above level 3; snowboarding, mountain boarding, big foot skiing, heli skiing; high altitude skiing; mono skiing, ski stunting; luge; off piste skiing, ski jumping or ski racing; bobsleighting or the use of skeletons, steeplechasing; paraskiing; water skiing, para-sailing, yachting outside territorial waters; fighting except in self-defence; any race, speed or duration test or marathon or practising for such events; motorcycling as a rider or passenger on any motorcycle or moped or any other similar hazardous pursuits or activity.

Home:

Your usual, permanent place of residence in Ireland.

Illness:

An unhealthy condition of a body or mind necessitating the attendance of a medical practitioner.

Ireland:

The Republic of Ireland. Where the insured is resident in the United Kingdom/Northern Ireland, the term "Ireland" shall be deemed to read "United Kingdom and/or Northern Ireland".

Limits of Cover:

Unless stated to the contrary, Our maximum liability in any one Period of Insurance, being the amount stated on Your Schedule of Cover, per Insured Person unless otherwise stated in your Policy.

Manual Work:

Work involving the following or similar occupations: hands-on involvement with the installation, assembly, maintenance or repair of electrical, mechanical or hydraulic plant or the undertaking of any trade of plumber, electrician, lighting or sound technician, carpenter, painter/decorator or builder, or manual labour of any kind, work in the armed forces, navy or air corps of any country, or An Garda Siochana.

Money and Travel Documents:

Cash, travel tickets, travellers' cheques and hotel vouchers, Green Card, passports.

Pair or Set:

Items of Personal Baggage associated as being similar, complementary or used together.

Period Of Insurance:

The Operative Dates shown in Your Schedule of Cover and any further period for which You have paid or agreed to pay and We have accepted Your premium.

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 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 Illness:

- Any medical or psychological sickness, disease, condition, injury or symptom of which You are aware, or that has affected You or any Close Relative, Travelling Companion or person with whom You intend to stay whilst on Your Trip, which has required treatment, medical consultation (s) or investigation (s), or prescribed medication at any time during the last 3 years prior to the commencement of cover under this Policy/Schedule of 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.

Should illnesses occur between the date the Policy was incepted and the date of departure, We should be advised.

Schedule of Cover:

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.

Strike or Industrial Action:

Any form of industrial action, whether organised by a trade union or not, 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:

A journey within the Period of Insurance within the countries of the Geographical Limits and beginning and ending in Ireland. The maximum duration of any Trip should not exceed 31 days and the total time spent outside Ireland should not exceed 90 days in total.

If the duration of the Trip exceeds (or was intended to exceed) 31 days, then the entire period of travel, including the first 30 days of the Trip, will not be covered unless You have paid the appropriate additional premium to cover the entire intended Trip.

We will extend the duration of a covered Trip (see above) day by day up to a maximum of 30 days at no extra cost of You have to stay on Your Trip longer because of events over which You have no control and of which You had no knowledge at the time of purchasing Your insurance. Such extensions of Your Trip must be agreed by Us prior to commencement of Your extended stay.

Valuables:

Jewellery, watches, furs, gold, silver articles, binoculars, telescopes, spectacles, sunglasses, leather articles, perfumes, precious stones, audio, video, photographic, computer, electronic and telecommunications equipment.

We/Us/Our:

MAPFRE ASISTENCIA Agency Ireland, 22-26 Prospect Hill, Galway.

You/Your/Insured Person(s):

The Person(s) Insured named in the Schedule. Please note, a medical questionnaire must be completed for each Period of Insurance by any Insured Person who:

- Has submitted a medical or medically-related travel insurance claim within the last 3 years before applying for this insurance

OR

- Suffers from a Pre-Existing Medical Condition

OR

- Is aged 70 years or older at the inception of cover under this Policy/Schedule of Cover

General Conditions

IMPORTANT NOTE: Certain sections of the Policy have particular conditions attaching to them, but these 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 contract.
 - (b) You or any person, on whose behalf payment is claimed, observe the terms and conditions of the Policy.
 - (c) any facts known to You and any changes affecting the risk since inception of the 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 the Policy altogether.
 - (d) You take all reasonable steps to prevent accident, injury, illness, disease, loss or damage.
 - (e) You produce the Schedule of Cover as evidence when making a claim.
2. Each person who has reached the age of 70 before the commencement of the Period of Insurance cover must make a medical declaration to Us. No cover will commence or continue in force for a person aged 70 years or older at the time this Policy is purchased, unless that person has completed a Medical Declaration and We have formally accepted that person in writing.
3. Any medical information supplied to Us in a Medical Declaration will be treated in the strictest confidence and will be used solely for Our own internal purposes for the assessment of the risk, and will not be disclosed to any outside person 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, or changes in the health or medical status of any Close Relative on whom travel plans depend. 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 facts, which are likely to affect this insurance. Failure to do so may prejudice entitlement to claim. If You are uncertain as to whether a fact is material, You should declare it to Us.
6. 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 exercise reasonable care for the supervision and safety of Your property and of Your person. You must take all reasonable steps to avoid or minimise any claim. You must act as if You are not insured.
8. You must avoid needless self-exposure to peril unless You are attempting to save human life.

9. We will make every effort to apply the full range of services in all circumstances dictated by the terms and conditions. Remote geographical locations or unforeseeable adverse local conditions may preclude the normal standard of service being provided. In all cases where such difficulties exist, the full monetary benefits of the insurance cover will apply.
10. You must comply in full with the terms and conditions of this Policy before a claim will be paid. Please read this Policy carefully in conjunction with Your Schedule of Cover, and if unsure as to what is covered or excluded, contact the Policy Helpline on the number listed on Your Schedule of Cover.
11. 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. Telephone Us first.
12. 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.
13. 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.
14. You must take all practicable steps to recover any article lost or stolen and to identify and ensure the prosecution of the guilty person(s). We may at any time at our expense take such action as We deem fit for the recovery of the property lost or stated to be lost.
15. 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.
16. You must give us written notice of any event, which may lead to a claim, within 28 days of Your return Home to the country of departure.
17. As often as We require You shall submit to medical examination 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 that We require.
18. 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.

19. 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 the Insurance.
20. 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.
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 and (subject to General Condition - Arbitration) is subject to the exclusive jurisdiction 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.

Fraud

23. 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 so claimed and received must be repaid to Us.

Non-Assignment

24. No assignee shall be entitled to any payment under this Policy.

General Exclusions

IMPORTANT NOTE: Certain sections of the Policy have particular exceptions attaching to them and some apply to all sections:

We will not pay for:

No Section of this Policy shall apply in respect of:

- a) Any person who has reached the age of 70 years at the commencement of the Period of Insurance unless
 - a Medical Declaration has been made by the applicant; and
 - the applicant has declared this fact to Us; and
 - We have accepted the applicant for cover; and
 - any additional premium quoted has been paid prior to the commencement of cover.
- b) Claims arising from circumstances known to You at the latter 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 of

 - the commencement of the Period of Insurance or
 - booking Your Trip or
 - the commencement of any Trip.
- c) 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.
- d) 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).
- e) Consequential losses of any nature, including, but not exclusively, phone calls and taxi fares, other than as specifically provided within the terms of this Policy.
- f) Any claim arising from pregnancy where the estimated date of delivery is within 14 weeks of the dates of travel on a Trip.
- g) Any deliberately careless or deliberately negligent act or omission by You.
- h) Needless self-exposure to peril except in an endeavour to save human life.
- i) Any claim arising directly or indirectly from drug addiction or solvent abuse or You being under the influence of alcohol or drug(s).
- j) Any claim arising or resulting directly or indirectly from any psychiatric or mental/psychological disorder including anxiety, depressive illness of any type, suicide, attempted suicide, or intentional self-injury.

- k) Flying (other than as a fare-paying passenger on a regular Scheduled Airline or licensed charter aircraft).
- l) Sexually transmitted diseases.
- m) Any injury, illness, death, loss, expense or other liability attributable to HIV (Human Immunodeficiency Virus) and/or any HIV related illness including AIDS and/or any mutant derivatives or variations thereof however caused.
- n) Your engaging in Manual Work (as defined) in conjunction with any profession, business or trade.
- o) 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 Siochana. (This exclusion will not apply to claims for holiday cancellation in connection with a sudden and unforeseen posting or duty).
- p) Any costs, medical or otherwise, incurred by the Insured Person when engaging in Hazardous Activities.
- q) Notwithstanding any provision to the contrary within this insurance, or any endorsement thereto, it is agreed that this insurance excludes any loss or expense of whatsoever nature directly or indirectly caused by, resulting from, or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss: War, hostilities or warlike operations (whether war be declared or not); invasion; act of an enemy foreign to the nationality of the Insured Person or the country in, or over, which the act occurs; civil war; riot; rebellion; insurrection; revolution; overthrow of the legally constituted government; civil commotion assuming the proportions of, or amounting to, an uprising; military or usurped power; explosions of war weapons; release of weapons of mass destruction that do not involve an explosive sequence; murder or assault subsequently proved beyond reasonable doubt to have been the act of agents of a state foreign to the nationality of the Insured Person whether war be declared with that state or not; terrorist activity. For the purpose of this exclusion terrorist activity means an act, or acts, of any person, or group(s) of persons, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public, in fear. Terrorist activity can include, but not be limited to, the use of force or violence and/or the threat thereof. Furthermore, the perpetrators of terrorist activity can either be acting alone, or on behalf of, or in connection with any organisation(s) or government(s). Also excluded hereon is any loss or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, or suppressing any, or all, of the above incidents. In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
- r) 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.
- s) Delay, loss, damage, injury or consequential loss, directly or indirectly caused by the actual or potential inability of any computer, data processing equipment or media, microchip, integrated circuit or similar device or any computer software or stored program to correctly recognise any date as its true calendar date or to continue to function correctly in respect of or beyond that date.

- t) Any claim when You have not paid the appropriate premium for the cover required.
- u) 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.

Section 1 – Cancellation and Curtailment Charges

We will cover up to the amount shown on your Schedule of Cover per Insured Person in total under this Policy for financial loss You suffer 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 complete the Trip. **Your Cancellation or Curtailment must be necessary and unavoidable in order for You to claim.**

You are covered for:

Cancellation

- 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.
- The death, imminent demise or hospitalisation due to a serious accident or Illness of a Close Relative.
- You or Your Travelling Companion being called up as for jury service or being subpoenaed as a witness in a Court of Law (other than in a professional capacity)

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:
 - 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.
 - The death, imminent demise or hospitalisation due to a serious accident or Illness of a Close Relative.

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.
- Our maximum liability under this section shall not exceed the amount paid by You, less any refund recoverable from Your Travel Agent/Tour Operator.
- All claims relating to Cancellation due to a medical reason must be supported by documentation confirming that medical advice was sought and that advice was given by a medical practitioner to cancel a Trip prior to cancellation of that Trip.

Conditions applicable to Curtailment:

(See also General Conditions)

- Prior to curtailment of the holiday, due to medical reasons, a doctor's certificate must be obtained from the attending doctor abroad, confirming the necessity to return Home.

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

(See also General Exclusions)

You are not covered for:

- The Excess referred to in the Schedule of Cover.
- Any circumstances known to You likely to cause cancellation or curtailment, prior to booking.
- 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 or any person whose illness or death 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 for insurance.
- 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 which was common knowledge at the time You made travel arrangements for the Trip.
- Loss arising directly or indirectly from adverse weather conditions.
- Pregnancy, unless there is a medical condition or complication as a result of the pregnancy which has been confirmed in writing by a Medical Practitioner and arises more than 12 weeks prior to the expected delivery date.
- The cost of tours, excursions or rental vehicles.
- Prohibitive regulations by the Government of any country, 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 any required visa in time for the booked 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.
- The cost of this Policy

Section 2 – Medical and Other Expenses incurred abroad

You are covered for:

We will cover 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 Period Of Insurance:

- 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, when deemed necessary by a recognised medical practitioner.
- Expenses up to the amount shown on Your Schedule of Cover for burial or cremation of a deceased Insured Person abroad or repatriation of the deceased Insured Person's body or ashes.
- Additional travelling costs to repatriate You Home when 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.

Additional Hospitalisation Benefit

If, during Your trip You are admitted as an in-patient 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.
- We reserve the right to repatriate You to the Ireland when, in the opinion of the doctor in attendance and Our Senior Medical Advisor, 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.

Section 2 Exclusions

You are **not** covered for:

(See also General Exclusions)

- The Excess referred to in the Schedule of Cover.
- Any person:
 1. Who receives medical treatment, which, in the opinion of the attendant physician, could reasonably be deferred until that person returns to Ireland.
 2. Any treatment after the insured person has returned to the Republic of Ireland.
- Pre-Existing Medical Conditions unless you have declared these to Us and We have written to You accepting them for insurance.
- Medication, which, at the time of departure is known by You to be required or to be continued outside Ireland.
- Pregnancy, unless there is a medical condition or complication as a result of the pregnancy which has been confirmed in writing by a Medical Practitioner and arising more than 12 weeks prior to the expected delivery date.
- 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 the injury/illness.
- Any costs where 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, Cash or Passport is damaged, stolen, destroyed or lost (and not recovered). We have the option to either 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.

1. Loss or damage by accident or misfortune to Your:
 - Personal Luggage (excluding Valuables).
 - Valuables up to the limit shown on Your Schedule of Cover.
 - Cash up to the limit shown on Your Schedule of Cover.
 - Passport up to the limit shown on Your Schedule of Cover in respect of expenses incurred in obtaining an emergency passport whilst abroad only.

Temporary loss of luggage:

2. 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 Journey, 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)

Duty to take care:

You must take proper and due care of Your property including examination of Your 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. In both instances a written report must be obtained.

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

If You are claiming for stolen or lost goods You must produce a receipt for the purchase or the original goods wherever possible, which will simplify Our assessment of the claim and speed up payment. If You are claiming for damaged or destroyed goods You must produce a estimate or repair from a reputable dealer confirming the estimated cost of repair.

In respect of 1(a) and (b):

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.

Section 3 Exclusions

You are **not** covered for:

(See also General Exclusions)

- The Excess referred to in the Schedule of Cover (does not apply to loss of passport or temporary loss of luggage). A separate Excess is deductible in respect of claims against each of 1(a) and (c) above.
- More than the amount shown on Your Schedule of Cover for any single article of any kind.
- Valuables or Money unless in Your possession or attended by You or deposited in a safe or safety deposit box at all times.
- Any property 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).
- Money loss due to depreciation, errors or omissions.
- 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, 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, televisions, CDs, CD. MP3 or DAT players or similar items, tobacco or tobacco products, alcohol or alcohol products, 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 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.
- More than the €65 in respect of money for children under 16 years of age.
- Loss of passport, if the loss has not been reported to the relevant Consular Authority within 24 hours of discovery.
- Cover for temporary loss of baggage for which You have received full compensation from someone else.

Section 4 – Outward Delay / Missed Departure or Connection / Abandonment.

You are covered for:

Delayed Departure

Where strike, 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 ticket, is cancelled or delayed for a minimum of 12 hours beyond the intended Departure time, We will the cover amount shown on Your Schedule of Cover in respect of every completed 12-hour period of the delay in Your scheduled departure time, up to a maximum of the amount shown on Your Schedule of Cover per Insured Person.

Missed Departure or Connection

Where

- Scheduled public transport services on which You are booked as a passenger fail, or are disrupted

OR

- The car 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 on 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.

Internal flights which are part of Your Trip and which are pre-booked and paid for in Ireland prior to departure are covered under this section.

Abandonment

Where strike or industrial action result in abandonment of Your outward Journey, 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 You must allow a sufficient amount of time (a minimum of 4 hours plus transfer time to a different airport, if applicable) between Your scheduled arrival at the point of departure for Your connecting flight and the Scheduled time of departure of same.
- A repairers report obtained at the time of the incident will be required for vehicle breakdown claims.

Section 4 Exclusions

You are not covered for:

(See also General Exclusions)

- The Excess referred to in the Schedule of Cover (applies only to Abandonment).
- Any claim resulting from strike or industrial action, which commenced (or for which an officially stated intent had been given) on or prior to the date of booking Your Trip.
- 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 (a minimum of 4 hours plus transfer time to a different airport, if applicable) 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:

1. Death
2. Loss of one or more limbs, or total and irrecoverable loss of all sight in one or both eyes
3. Permanent Total Disablement

Section 5 Exclusions

You are not covered for:

(See also General Exclusions)

- Injury not caused solely by outward, violent and visible means.
- Your disablement caused by mental or psychological trauma not involving 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 €1,250/£1,000 arising from the death of Insured Persons under 16 years of age or over 69 years of age.

Section 6 – Public 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, the material damage or Your liability, 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.

Section 6 Exclusions

You are not covered for:

(See also General Exclusions)

- 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 problem 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 the Trip or if Your Home suffers damage during the 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 to 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 per Insured Person of €350/£300.

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 the 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.

Section 7 Exclusions

You are not covered for:

(See also General Exclusions)

- 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 – Optional Cover

The optional cover is only applicable where the relevant premium(s) has been paid and the Schedule is noted accordingly.

8A. Winter Sports

You are covered for:

8.A.1 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

If You are certified by a medical practitioner at the 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 of up to the amount shown on your Schedule of Cover is provided under Inability to Ski cover.

8.A.2 Skis, Ski Equipment & Ski Pass

The cover under Section 3 (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 (c) is extended to include Your ski pass.

8.A.3 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 in confirmation of these events.

8.A.4 Avalanche or Landslide

We will pay up to the amount shown on your Schedule of Cover in all 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:

- You must observe the rules of the resort or area. If in doubt, You should follow the advice of the local guides or instructors.
- Where off-piste is only allowed in the company of a guide, the guide's advice should be strictly followed.
- If You are inexperienced, You should not go off-piste except under the supervision of a guide.
- You must exercise common sense and follow sensible local practices

Section 8.A Exclusions

You are not covered for:

(See also General Exclusions)

- Claims arising from closure of the Winter Sports lift system due to avalanches or dangerously high winds
- Trips in the Northern Hemisphere outside the period commencing 1st November and ending 31st March
- Trips in the Southern Hemisphere outside the period commencing 1st May and ending 30th September

8B. European Motoring Cover

The following definitions apply to Sections 8.B.1 to 8.B.9 only

The following Sections 8.B.1 to 8.B.9, apply to the Insured Person, only when an Annual Multi Trip Policy has been purchased, when travelling with their own motor vehicle (as defined in this section), in the European Area (as defined in this section).

European Area: The following countries: Andorra, Austria, Balearics, Belgium, Bulgaria, Canary Isles, Channel Islands, Corsica, Cyprus, Czech Republic, Denmark, Finland, France, Germany, Gibraltar, Great Britain, Greece, Hungary, Isle of Man, Italy, Liechtenstein, Luxembourg, Malta, Monaco, Netherlands, Northern Ireland, Norway, Poland, Portugal, Romania, San Marino, Sardinia, Sicily, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey in Europe.

Insured Vehicle: being a car, motorised caravan, light van, estate car or 4 X 4 sport utility vehicle, registered in Ireland, together with a towed caravan or trailer of proprietary make. Each vehicle to be covered must be less than 10 years old at the inception date of this Policy, must not be used for hire or reward during the Trip as a taxi or minicab or for the carriage of commercial goods, and must not exceed the following gross weight and dimensions, which apply inclusive of any load carried: 3,500 kg; length 7m; height 3m; width 2.25m. You must not carry more than the number of persons recommended by the vehicle manufacturer, each person must be provided with a seat and seat belt, and the most who can be insured is 8 persons including the driver.

You are covered for:

8.B.1 Cover Prior To Departure

You are covered for:

If the insured vehicle is lost, immobilised or made unroadworthy as a result of breakdown, accident, fire or theft occurring in the 7 days immediately before Your arranged departure date, We will pay up to the amount shown on Your Schedule of Cover in total under this Policy towards:

- I. Hire of a replacement vehicle, where available, to enable You to carry out Your original Trip if:
 - The insured vehicle, if stolen, is not recovered before Your arranged departure date.
- OR**
- The insured vehicle cannot be repaired within 24 hours following the booked time of departure for the Trip.
 - We will pay for the rental charge, collision damage waiver and any necessary drop-off charge.
 - The additional cost of rebooking any sea crossing missed as a result of the incident giving rise to a claim (or, where Your original route is unavailable, the nearest suitable alternative sea crossing), if the insured vehicle is repaired within 24 hours after the original time You had planned to depart on the Trip.

Conditions applicable to Cover Prior to Departure

- Any claim involving the hire of a replacement vehicle must have Our prior approval. You must contact Us as soon as You know Your vehicle may be unavailable for the planned Trip.
- The type of replacement vehicle supplied will be at Our discretion.
- Your claim must be supported by a letter from a garage confirming:
 - the regular maintenance and servicing of Your vehicle to manufacturer's requirements;
 - precise details of the breakdown or damage;
 - breakdown, when occurring, was sudden and unforeseen;
 - repairs cannot be effected before the date planned for You to begin Your Trip.
- If no suitable replacement vehicle is available for You to take out of Ireland then We will arrange and pay for You to reach Your port of departure by the most appropriate means, and will arrange for a replacement vehicle, where and when available, at the port where You arrive abroad, within the overall maximum of the amount shown on your Schedule of Cover.

Section 8.B.1 Exclusions

You are not covered for:
(See also General Exclusions)

- Any claim resulting from breakdown if You have purchased this insurance less than seven days before Your planned date of departure.
- Any claim when actual or imminent breakdown of Your vehicle is discovered or diagnosed in the course of a service carried out less than 7 days prior to Your planned date of departure.
- Loss of use of a vehicle hired to You.
- The cost of fuel and oil used in any replacement vehicle.
- The cost of any optional Personal Accident insurance or other benefit not specifically covered under this Section.

8.B.2 Roadside Assistance

You are covered for:

Where the insured vehicle is immobilised:

- We will arrange, and pay up to the amount shown on your Schedule of Cover, for roadside assistance and towing to the nearest suitable repairer.

Any garage or specialist undertaking repair work (other than at the roadside) will be acting as Your agent for such repair work.

Section 8.B.2 Exclusions

You are not covered for:

(See also General Exclusions)

- The cost of replacement parts or other materials.

8.B.3 Replacement Parts

The cost of sourcing and transporting replacement parts when not available locally. The costs of PARTS are not covered.

You are covered for:

If the insured vehicle needs replacement parts during the Trip, but these are not available locally, then on receipt of Your instructions We will undertake to obtain them elsewhere, and will pay all freight charges involved in dispatching them to the location of the insured vehicle.

We will endeavour to source the replacement parts required but We can give no guarantee that they will be available, especially in the case of older vehicles where parts may be impossible to locate.

We will bear the cost of location and transportation of the replacement parts. The actual cost of the parts and any Customs Duty must be paid to Us by You, by a debit to Your credit or charge card or by a prior deposit of funds in the country of departure.

When You are invoiced for a surcharge subject to the return of the old unit or part, You must return the defective part at Your own expense to the supplier.

If You place a firm order for replacement parts and these are not subsequently required, or You do not await their arrival, You will be responsible for the cost of such parts, including all forwarding charges arising from their return.

8.B.4 Vehicle Out Of Use

You are covered for:

If the insured vehicle is lost, immobilised or made unroadworthy during a Trip as a result of fire, theft, accidental damage or breakdown, and repairs cannot be completed within 24 hours, We will pay:

- Up to the amount shown on your Schedule of Cover in total under this Policy for the additional cost of transporting You, with Your Luggage, to Your destination by public transport OR for the immediate hire of a replacement vehicle, where and when obtainable whilst the insured vehicle remains unserviceable. We will pay for the rental charge, collision damage waiver and any necessary drop-off charge.

OR ALTERNATIVELY

- The cost of local overnight hotel accommodation while You wait for repairs to be completed. We will pay Bed & Breakfast only costs up to a maximum of €130/£100 per Insured Person with an overall limit of €635/£500 under this Schedule of Cover/Policy, on condition that this cost is additional to, or in excess of, any accommodation costs You had planned to pay had the loss of use of the insured vehicle not occurred.

▪

Conditions applicable to Vehicle Out Of Use

- Any claim involving the hire of a replacement vehicle must have Our prior approval.
- The type of replacement vehicle supplied will be at Our discretion.
- Your claim must be supported by a letter from a garage confirming:
 - the regular maintenance and servicing of Your vehicle to manufacturer's requirements;

Section 8.B.4 Exclusions

You are not covered for:

(See also General Exclusions)

- The cost of fuel and oil used in any replacement vehicle.
- The cost of any optional Personal Accident insurance or other benefit not specifically covered under this Section.
- Costs arising as the result of an incident occurring during a Trip but which You incur after the Trip has ended.

8.B.5 Alternative Driver

You are covered for:

If the driver is declared medically unfit to drive the insured vehicle in the course of a Trip, or has to return Home early because of what We agree is a serious or urgent reason, and there is no other Insured Person qualified and competent to drive, We will pay all necessary additional costs incurred to repatriate the insured vehicle to Home. At our option We may elect to provide a qualified driver to drive back the insured vehicle and passengers.

8.B.6 Vehicle Repatriation

You are covered for:

If the insured vehicle is lost, immobilised or rendered unroadworthy during a Trip as a result of fire, theft, accidental damage or breakdown:

- We will pay the cost of transporting You, with Your hand luggage, back to Your Home address in Ireland if the insured vehicle cannot be and could not have been repaired (or, in the case of theft, has not been recovered in a roadworthy condition) by the intended time of Your return Home. The means of transport to be employed shall be at Our discretion.
- We will pay the cost of transporting the insured vehicle to Your Home address in Ireland if repairs cannot be carried out abroad (or the insured vehicle, if stolen, has been recovered but is no longer in a roadworthy condition), by the intended time of Your return Home. We will pay for necessary garage storage costs and costs of transportation and delivery, including any additional shipping costs. Unaccompanied baggage left by You in the insured vehicle being repatriated by Us will be covered up to a maximum of €250/£200 in total per Insured Person.

OR

- When agreed in advance by Us, We will pay the cost of one person to travel to the location of the insured vehicle by public transport to drive the repaired vehicle to Home in Ireland.
- The maximum We will pay under this Policy to repatriate the insured vehicle will be limited to the amount shown on the Schedule of Cover.
- Vehicle repatriation will only be carried out when it is apparent that repairs can be effected in Ireland, and when You confirm to Us that these repairs will be put in hand.

Section 8.B.6 Exclusions

You are not covered for:
(See also General Exclusions)

- If You and/or the insured vehicle are being transported by Us, any loss, theft of, or damage to the following when left in the insured vehicle any Valuables (as defined) and unaccompanied Personal Luggage in excess of €250/£200 in total under this Policy for all Insured Persons.

8.B.7 Motoring Legal Protection

You are covered for:

- **Telephone Advice**
We will provide telephone advice, guidance and assistance on any legal problem which 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.
- **Bail Bond**
Following a debit to Your credit or charge card, or a prior deposit of funds in the country of departure, in our favour We will guarantee up to the amount shown on your Schedule of Cover to enable You to provide Bail or other security to any judicial authority to secure Your release and / or the release of the insured vehicle if detained in connection with a road traffic accident.
- **Defence**
We will pay up to the amount shown on your Schedule of Cover in respect of legal costs incurred in defending You in a Court outside the country of departure against an alleged motoring offence involving the insured vehicle during a Trip.

You must notify Us within 28 days of receiving a summons.

Section 8.B.7 Exclusions

You are not covered for:

(See also General Exclusions)

- Alleged offences involving breaking the speed limit only, when no other offence is involved.
- The defence of an alleged offence where there is no reasonable prospect of affecting the outcome of the prosecution.
- Costs or expenses incurred without prior authorisation by Us.
- Any claim not notified to Us within 28 days of Your receiving the summons.
- Your travelling and subsistence expenses.
- Fines awarded against You.

8.B.8 Customs Regulations

You are covered for:

- If as the result of fire, theft, accidental damage or breakdown occurring outside the country of departure during a Trip the insured vehicle is beyond economic repair, We may arrange for its disposal under Customs supervision in the country where it is situated. In this case We will deal with the necessary Customs formalities.
- If the insured vehicle is not taken permanently out of the foreign country within the limited time allowed after import, or You inadvertently fail to observe the import conditions which permit import for a limited time without payment of duty, then We will pay Your liability for any duty claimed from You. We will not pay the cost of any other import duties imposed by Customs.

8.C Scheduled Airline Failure

You are covered for:

If a Scheduled Airline on which You are booked to travel ceases to operate due to bankruptcy or liquidation, We will pay up to the amount shown on your Schedule of Cover per Insured Person in total in respect of:

- The deposits or charges paid in advance by You for the flights on the Scheduled Airline which are necessarily and unavoidably cancelled prior to Your departure from Ireland

OR

- If You are abroad on Your booked Trip, the costs of replacement air travel to return You to Ireland, by an equivalent class of travel as originally booked.

Section 8.C Exclusions

You are not covered for:

(See also General Exclusions)

- Claims arising directly or indirectly from publicly declared financial failure or collapse of a Scheduled Airline on or before the date the Trip is booked.
- Claims relating to airlines in Chapter 11.
- The applicable Policy Excess shown on your Schedule of Cover per Insured Person per claim, for each and every occurrence.
- The cost of any pre-booked tours, excursions or rental vehicles.
- Claims in respect of charter flights.
- A Scheduled Airline being taken over or forming part of a merger by another airline.

WHAT TO DO IF YOU NEED REPATRIATION FOLLOWING THE FINANCIAL FAILURE OF THE SCHEDULED AIRLINE:

Please call Mapfre Asistencia to arrange for repatriation.

Be prepared to give

- Your Insurance Reference Number
- The name and address of the agent or broker from whom it was purchased.

The telephone number to call is listed on Your Schedule of Cover

Claims Procedure

First, check the Section of Your Policy to make sure that what You are claiming for is covered.

Then telephone Our Claims Helpline on the number listed on Your Schedule of Cover 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 on an original Claim Form, accompanied by original invoices, receipts, reports, etc. Please refer to the relevant Section of Your Policy for specific conditions and details of the supporting evidence that We require.

Please remember that it is always advisable to retain copies of all documents when submitting Your Claim Form.

To obtain a Claim Form in respect of claims for Sections 1-6 and Section 8 please contact:

**MAPFRE ASISTENCIA Agency Ireland
22-26 Prospect Hill
Galway
Ireland**

To obtain a Claim Form in respect of claims for Section 7 please contact:

**Arc Legal Assistance
Lodge House
Lodge Lane
Langham
Colchester
CO4 5NE
England**

The telephone number to call is listed on Your Schedule of Cover.

Please note, to register a new claim or to query an existing claim, please call Monday-Friday 9am – 6pm.

Your Emergency Assistance Line is open 24 hours a day, 365 days a year.

For our joint protection, all telephone calls are recorded and/or monitored.

PLEASE NOTE

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

Depending on the type of claim, please complete (in full) the relevant Claim Form and forward it and the documents required on Your Claim MAPFRE ASISTENCIA Agency Ireland. For Your convenience, some of the extra details required are outlined below:

Luggage

Forward full particulars of property lost or damaged, including bills/invoices to support values or paid invoices for 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 injury together with original receipts and medical reports confirming the condition for which treatment was sought for expenses incurred abroad.

Cancellation

Give reason for cancellation supported by booking invoice (from the Tour Operator) receipt, cancellation invoice (from the Tour Operator) and medical certificate / death certificate where appropriate.

Curtailement

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 injury.

Public Liability

See conditions under the relevant Sections contained in this document.

Delay/Missed Departure/Abandonment

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

Legal Expenses

Forward full details of accident or injury.