

BLUE INSURANCE

Pilgrimage Travel Insurance Cover Handbook



Please note the health conditions contained within this cover handbook apply to all Insureds.

Any person who has a **Medical Condition** must have the Medical Declaration Form located at the back of this cover handbook completed by their **General Practitioner** at the time of booking and it must accompany you on **Your Trip**.

Please do not Curtail any **Trip** or incur **In-patient** medical expenses without first contacting MAPFRE Assistance +353 91 501634.

Maximum age 94 years at time of travel (persons aged 80-94 years must advise their Pilgrimage Tour Operator of their age as an additional **Premium** is payable for them).

Voted Best Travel Insurance Provider 2011-2020 by Irish Travel Trade.

V:04/23

Schedule of Cover

Section / Description		Limit	Excess
		(per Insured)	(per Insured)
1. Curtailment		Up to €4,000	N/A
2. Travel Delay			
i. For each 24 hour delay		€20	
Maximum		€150	N/A
ii. Trip Abandonment		Nil	
3. Missed Departure		Up to €250	€75
4. Personal Accident*		Maximum Benefit	
Loss of Limbs or Sight (Aged under 66yrs)		€10,000	N/A
Permanent Total Disablement (Aged under 66yrs)		€10,000	N/A
Death benefit (Aged 18 to 65yrs)		€5,000	N/A
Death Benefit (Under 18yrs or over 65yrs)		€3,000	N/A
All Benefits (Aged 66yrs and over)		€3,000	N/A
5. Medical and Additional Expenses*		Up to €2,000,000	€95 (€150 – 86-94yrs)
Including Emergency Assistance Services			
Dental Expenses		Up to €250	€95 (€150 – 86-94yrs)
Funeral Expenses		Up to €7,000	€95 (€150 – 86-94yrs)
6. Personal Property		Up to €1,200	€95
Single Article Limit		€200	
Valuables Limit		€200	
Delayed Personal Property			
After 12 hours		€40	
For each 24 hours period thereafter		€40	
Maximum		€120	N/A
7. Money		Up to €300	€75
Cash limit (notes and coins – aged 18yrs or over)		Up to €200	€75
Cash limit (notes and coins – aged under 18yrs)		Up to €75	N/A
8. Passport, Licence and Travel Documents			
Travel Documents		Up to €150	€75
9. Hijack		€300 (€30 per day)	N/A
10. Personal Liability*		Up to €1,000,000	€300
11. Overseas Legal Expenses		Up to €5,000	€300

Insurer

MAPFRE ASISTENCIA Compañía de Seguros y Reaseguros, S.A. trading as MAPFRE ASSISTANCE Agency Ireland is authorised by Dirección General de Seguros y Fondos de Pensiones del Ministerio de Economía y Hacienda, in Spain, and is regulated by the Central Bank of Ireland for conduct of business rules.

The principal place of business of MAPFRE ASSISTANCE Agency Ireland is at Ireland AssistHouse, 22-26 Prospect Hill, Galway. MAPFRE ASSISTANCE Agency Ireland conducts business in Ireland in accordance with the Code of Conduct for Insurance Undertakings published by the Central Bank of Ireland. Registered in Republic of Ireland. Reg No 903874.

Arranged by

This exclusive travel insurance has been organised by Cover-More Blue Insurance Services Limited Limited. Plaza 255, Blanchardstown Corporate Park 2, Blanchardstown, Dublin 15. Cover-More Blue Insurance Services Limited is regulated by the Central Bank of Ireland.

Master Policy Document/Validity

This evidence of insurance cover is to confirm that those persons who have paid the appropriate premium are insured under the Master Policy Document MAPFRE/BL/PILGRIMAGE/2019 when it is issued in conjunction with a Valid Cover Schedule/Validation Certificate issued from 01.04.2021.

Territorial Limits

Europe Only

Pre-Requirements for Cover to Apply

Pre-requirements Note: These requirements operate in respect of each **Insured** on the commencement day of each **Trip** and at the time of booking each **Trip** or at the time this Cover was bought.

1. At the time of taking this Cover **You** must be fit to undertake and complete the booked holiday itinerary. **You** must also be aged 94 years or under.
2. It is a condition of this Cover that **You** will not be covered under Section 1 – Curtailment Charges, Section 5 – Medical and Additional Expenses and Section 4 – Personal **Accident** for any claims arising directly or indirectly from:
 - a) At the time of taking this Cover:
 - i) Any **Medical Condition** **You** have or have had if **Your General Practitioner** has not completed the medical declaration form. The medical declaration form must be completed by **Your General Practitioner** at the time of booking and must accompany **You** on **Your Trip**. In the **Event** of a medical or **Curtailment Claim** **You** will be asked to produce a copy of **Your** medical declaration form.
 - b) At any time:
 - i) Any **Medical Condition** for which **You** are traveling against the advice of a **General Practitioner** or would be traveling against the advice of a **General Practitioner** had **You** sought his/her advice.
 - ii) Any **Medical Condition** for which **You** are travelling with the intention of obtaining medical treatment (including surgery or investigation) or advice outside **Ireland**.
 - iii) Any **Medical Condition** for which **You** are not taking the recommended treatment or prescribed medication as directed by a **General Practitioner**
 - iv) **Your** travel against any health requirements stipulated by the carrier, their handling agents or any other **Public Conveyance** provider.
 - v) Any surgery, treatment or investigations arising from investigations or tests for which **You** were pending the results of prior to **Your** departure from **Ireland**.

You should also refer to the general exclusions.

3. All **Insured** persons should apply for an Europe Health Insurance Card (EHIC) with their local health board / post office and bring this when traveling.
4. The **Insured**, or any person acting on their behalf, must not be aware at the time of booking of any reason why any **Trip** might be cancelled or **Curtailed**.
5. The **Insured**, or any person acting on their behalf, must not be buying this Cover after the **Trip** has started.
6. The **Insured** has not been:
 - a) refused insurance, or had an insurer refuse to renew, or impose special terms on, insurance on the grounds of fraud, attempted fraud, or the provision of misleading or incomplete information with

intent to defraud.

b) convicted of, or have a prosecution pending for, any offence involving dishonesty of any kind.

7. **Children** aged under 18 will be insured only if they are travelling:

a) in the company of an adult (i.e. someone not defined as a **Child** under this Cover) known to their parent(s) (in addition they are covered on an organised school, college or university **Trip**); or

b) as an unaccompanied minor on a scheduled air service which operates an unaccompanied minor scheme, and then only if they are travelling with the intention of joining, or being subsequently joined by, another adult insured under this Cover.

c) **Children** aged 18 or over but under 23 and in **Full Time Education** are covered to travel alone.

Introduction

The **Insured** should take time to read all parts of this Cover Handbook to make sure they meet their needs and that they understand the terms, conditions and exclusions. If the **Insured** wishes to change anything or if there is anything they do not understand, they should contact the issuing agent.

This insurance policy is not designed to cover known or publicly announced events. Cover for **COVID**, which is subject to the General Exclusions on page 10, is detailed in Part III Section 1 (Curtalement) and Section 5 (Medical and additional expenses)" with any appropriate changes to the sections referenced in each wording.

Insurance Agreement

The **Insured** and MAPFRE ASSISTANCE agree that:

The **Insured** will pay the **Premium**.

MAPFRE will subject to the terms, conditions and exclusions of this Cover, provide the Insurance in the manner and to the extent set out in this Cover. All information supplied to **MAPFRE** by the **Insured** shall be incorporated into and be the basis of this Cover.

This Cover Handbook Cover Schedule/Validation Certificate, Schedule of Cover and endorsements, if any, shall be read together as one contract and any word or expression to which specific meaning has been attached shall unless the context otherwise requires bear such meaning wherever it may appear.

Important Contact Details

MAPFRE Assistance Emergency Assistance Service

Telephone: +353 91 501634

Other Claims Except Legal Expenses

Telephone: 091 501622

E-mail: traveldept@mapfre.com

Legal Expense Claims

Legal Expense Claims

Arc Legal Assistance Ltd.

Telephone: 0344 770 9000

Financial Services and Pensions Ombudsman's

Financial Services and Pensions Ombudsman,
 Lincoln House, Lincoln Place,
 Dublin 2, D02 VH29
 Phone: +353 1 567 7000
 Email: info@fspo.ie
 Website: www.fspo.ie

Cover-More Blue Insurance Services Limited

Plaza 255, Blanchardstown Corporate Park 2, Blanchardstown, Dublin 15.
 Telephone: 0818 484 484
 E-mail: info@blueinsurance.ie

Please keep this Cover Handbook in a safe place.
 It may be needed for reference if a claim is made.

Additional Services

The **Insured** may also choose to consider the following services which are totally independent of and are not part of this Cover:

Travel Advice Unit of the Department of Foreign Affairs

The Travel Advice Unit of the Department of Foreign Affairs (DFA) and the World Health Organisation (WHO) periodically issue guidelines about locations around the world and whether it is advisable to travel to, or within, such locations. The **Insured** is strongly advised to contact the DFA before travelling. Their contact details are: Department of Foreign Affairs, 80 St. Stephens Green, Dublin 2. Telephone: 01 4780822. Website: www.dfa.ie/home

European Health Insurance Card (EHIC)

If the **Insured** intends to travel within the European Economic Area (all EU countries plus Iceland, Liechtenstein, and Norway) **We** advise the **Insured** must obtain a European Health **Insurance** Card (EHIC) to take with the **Insured** when the **Insured** travels.

For more information on the European Health Insurance Card, the **Insured** should contact their local Post Office or the Department of Health and Children, Hawkins House, Hawkins Street, Dublin 2. Telephone 01 6354001. Website: www.dohc.ie.

Cover Definitions

The following words and phrases will always have the same special meaning wherever they appear in this handbook in **bold** type and starting with a capital letter. Additional Definitions appear in specific sections of Part III.

€
 means Euro

Abroad
 means outside **Ireland**

Accident & Accidental

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

Accommodation

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

Any One Claim

means arising from or consequent upon the same original cause, **Event** or circumstance.

Bodily Injury

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

Child/Children

means the **Insured** who is the **Lead Insured's** and / or their **Partner's** children, stepchildren, legally adopted children, foster children and children for whom the **Lead Insured** or the **Partner** is the **Parent** or **Legal Guardian**. To be covered by this Insurance Cover, the Child/Children must:

1. be unmarried; and
2. depend on the **Lead Insured** or the **Partner**; and
3. be over 3 months and under 18 years old; or be under 23 years old at the Issue Date, if still in **Full-time Education**.

Claim(s)

single loss or a series of losses **Due To** one cause covered by this Cover.

Close Relative

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

Complications of Pregnancy and Childbirth:

- 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 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

COVID

means COVID-19, coronavirus disease, severe acute respiratory syndrome coronavirus (SARSCOV-2) or any mutation or variation of these.

Curtailment/Curtail

means either:

- a) abandoning or cutting short the **Trip** by immediate direct early return to **Ireland** in which case claims will be calculated from the day **You** returned to **Ireland** and based on the number of complete days of **Your Trip You** have not used, or
- b) by attending a **Hospital Abroad** as an **In-patient** or being confined to **Your Accommodation Abroad** on the orders of a **Qualified Medical Practitioner**, in either case for a period in excess of 48 hours. **Claim(s)** will be calculated from the day **You** were admitted to **Hospital** or confined to **Your Accommodation** and based on the number of complete days for which **You** were hospitalised, or confined to **Your Accommodation**.

Curtailment Costs

means costs for unused **Accommodation** (including ski hire, ski school and ski lift passes) and additional travel costs which the **Insured** has paid or is contracted to pay and which are **Irrecoverable** from any other source.

Death

means **Death** caused by **Bodily Injury**.

Due To

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

Europe

means Andorra, Austria, Belarus, Belgium, Bosnia-Herzegovina, Bulgaria, Canary Islands, Croatia, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Madeira, Mediterranean Islands (including Majorca, Menorca, Ibiza; Corsica; Sardinia; Sicily; Malta, Gozo; Crete, Rhodes and other Greek Islands; Holyland; Northern and Southern Cyprus), Moldova, Monaco, Morocco, Netherlands, Norway, Poland, Portugal, Romania, Russian Federation (West of Urals), Serbia and Montenegro, Slovakia, Slovenia, Spain, Sweden, Switzerland, Tunisia, Turkey, Ukraine, and United Kingdom, Isle of Man, the Channel Islands.

(Note: Albania, although in **Europe**, is excluded from **Our** definition. If an **Insured Person** wishes to visit Albania or is likely to travel outside the countries specified they need Worldwide cover.)

Event

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

Excess

This means that **You** will be responsible for paying the first part of each **Claim**, per section, for each separate incident, payable for each **Insured** Person.

Full Time Education

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

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

General Practitioner

means a medical practitioner who provides primary care and specializes in family medicine.

Hijack

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

Hijackers

means the perpetrators of a **Hijack**.

Hospital

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

Hospital Confinement

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

Illness

means any **Illness**, disease, medical complaint or **Medical Condition** which is not **Accidental Bodily Injury**.

Incidental

means happening on a casual or occasional basis.

In-patient

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

Insured

The person or persons named in the Cover Schedule.

Ireland; Irish

a) means the island of **Ireland** and its islands except Northern Ireland; of or pertaining to **Ireland**.

b) where the **Insured** is not resident or domiciled in **Ireland** and where the context permits the term **Ireland** shall be construed as meaning the **Insured's** country of domicile in Northern Ireland, England, Scotland, Wales, Isle of Man or Channel Islands.

Irrecoverable

means that **We** will only cover costs that **You** have not already recovered, for which reasonable remedy was not offered or provided by another source and which **You** are not entitled to recover or regain from another source.

Lead Insured

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

Legal Expenses

means:

1. fees, expenses, costs/expenses of expert witnesses and other disbursements reasonably incurred by the **Legal Representatives** in pursuing a **Claim** or legal proceedings for damages and/or compensation against a third party who has caused **Accidental Bodily Injury** to or **illness** of an **Insured** or in appealing or resisting an appeal against the judgement of a court, tribunal or arbitrator; and/or
2. costs for which an **Insured** is legally liable following an award of costs by any court or tribunal or an out of court settlement made in connection with any **Claim** or legal proceedings.

Legal Representatives

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

Loss of Limb

means in respect of:

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

Loss of Sight

means total and irrecoverable loss of sight which shall be considered as having occurred:

- a) in both eyes if the **Insured's** name is added to the NCBI register of Blind Persons on the authority of a fully qualified ophthalmic specialist and
- b) in one eye if the degree of sight remaining after correction is 3/60 (which means that the Insured can only see at three feet that which they should normally be able to see at sixty feet and **We** are satisfied that the condition is permanent and without expectation of recovery) or less on the Snellen scale.

Maximum Limit

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

Medical Condition

means any disease, **Illness**, symptom or injury.

Natural Disaster

means 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.

Nuclear, Chemical or Biological Weapons or Agents

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

Period of Cover

means;

1. All sections of this Cover shall be operative when the **Insured** leaves their home in **Ireland** (whichever is the later) to commence the **Trip** and terminates at the time of the **Insured's** return to their home in **Ireland** on completion of the **Trip**. In the **Event** of a **Curtailed claim** all remaining cover will cease and this Cover will become void.
2. Any **Trip** that had already begun when the **Insured** purchased this insurance Cover will not be covered.
3. The **Period of Cover** is automatically extended for the period of the delay in the **Event** that the **Insured's** return to **Ireland** is unavoidably delayed **Due To** an **Event** insured by this Cover. If the reason **You** cannot finish **Your Trip** is related to **COVID**, **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** apart from Section 5 – Emergency Medical and other 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/travel-advice or the World Health Organisation (WHO) or similar body has advised against all or all but essential travel. All other general exclusions will continue to apply.

Period(s) of Insurance

means the period of cover between and inclusive of the **Start Date** and the Return Date as shown in the Cover Schedule commencing at 00.01 or any later time the Cover Schedule is issued on the earlier date shown and finishing at 24.00 on the later date shown.

Dates refer to Local Standard Time at the **Insured's** address as shown in the Cover Schedule.

Permanently Resident

means resident in the first instance for at least three months and thereafter for forty weeks each year.

Permanent Total Disablement

means disablement which:

1. has lasted for at least 12 months; and
2. which in **Our** opinion is beyond hope of recovery; and
3. will in all probability continue for the remainder of the **Insured's** life; and
4. which prevents the **Insured** from carrying out any gainful occupation.

Premium

means the amount specified or referred to in the Cover Schedule in respect of the specified **Period of Insurance** which is payable by the **Lead Insured** to **Us**; any additional **Premium** payable for additional or extended cover.

Public Conveyance

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

Qualified Medical Practitioner

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

1. an **Insured**; or
2. a relative of such **Insured** unless approved by **Us**.

Start Date

means the date shown in the Cover Schedule from which cover commences.

Terrorism

means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or ethnic purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public, in fear.

Transport

an air, land or water vehicle operated under licence for the transport of fare-paying passengers.

Travelling Companion

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

Trip

means a **Trip Abroad** devoted to participation in a pilgrimage, leisure, rest and relaxation, where travel begins and ends in **Ireland** during the **Period of Insurance**. 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.

Unattended

means when the **Insured** is not in full view of and not in a position to prevent unauthorised interference with their property or vehicle.

Usual Occupation

means the tasks, duties and other functions, which the **Insured** normally performs in connection with their occupation.

War

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

We/Us/Our

means MAPFRE ASISTENCIA Compania de Seguros y Reaseguros SA, trading as MAPFRE ASSISTANCE Agency 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. The principal place of business of MAPFRE ASSISTANCE Agency Ireland is at Ireland Assist House, 22-26 Prospect Hill, Galway.

Registered in Republic of Ireland. Reg No 903874.

You/Your

means each **Insured Person** whose name appears in the Cover schedule.

Out-patient

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

Parent or Legal Guardian

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

Partner

means an **Insured** who is:

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

Part I

1.1 Persons Insured

There is no insurance under this Cover unless all of the following conditions are met:

- A. the **Insured** must be
 - i) **Permanently Resident** in **Ireland**; and
 - ii) aged under 95 years on the date the **Insured** purchased

1.2 When Cover Operates For a Trip

- A. Insurance Cover operates for a **Trip** that takes place during the **Period of Insurance** and includes travel directly to and from the home of each **Insured** provided the return home is completed within 24 hours of return to **Ireland**.
- B. If the return of the **Insured** from a **Trip** is unavoidably delayed **Due To** a **Claim**, he or she will continue to be insured without any additional **Premium** for the period of the delay.
- C. If there is a change to this Cover it will begin on the **Start Date** shown on the subsequent Cover Schedule that is issued to record the change in cover.
- D. Dates refer to Local Standard Time at the **Insured's** address as shown in the Cover Schedule.

1.3 medical Requirements

Pre-existing Medical Conditions

We have the right to refuse to pay any **Claim** if at the time the **Insured** applied for this Cover, one or more of the 'Pre-requirements for cover to apply' were not met unless a Medical Declaration Form was completed and accepted by **Us**.

1.4 Making A Claim

Type of Claim

- A. Medical Emergency Only **+353 91 501634**
Please use the Medical Emergency Service (part of the cover provided under **Part III Section 5 MEDICAL AND ADDITIONAL EXPENSES**).
- B. Other Claims Except Legal Expenses MAPFRE Assistance Travel Claims
Ireland Assist House, 22-26 Prospect Hill, Galway Tel: 091 501622
- C. Legal Expenses Claims Arc Legal Assistance Ltd
The Gatehouse, Lodge Park, Lodge Lane, Colchester, CO4 5NE Tel: 0344 770 9000

To make a **Claim** please phone or write to **Us** within thirty days of the incident, or as soon as possible afterwards and provide **the Insured's** name, address and Cover number.

Reporting Lost or Stolen Property

Type of lost or stolen property:

- A. *Personal Property, Valuables or Money*,
The **Insured** must notify the local Police within 24 hours of discovery and provide **Us** with the original written report
- B. travellers' cheques:
The **Insured** must notify the local branch or agent of the issuing company

C. any property lost or stolen from a hotel:

The **Insured** must notify the hotel management (in addition to the local Police)

1.5 Sports And Activities

Sports and Activities - Grade 1 No additional charge.

The **Insured** is covered under the Personal **Accident** and Medical Expenses Sections for the following activities automatically, provided that the activity is on an **Incidental** basis. The **Insured** does not need to contact the **Insured's** issuing agent.

- Archery
- Badminton
- Baseball
- Basketball
- Beach Games
- Bungee Jump (1)
- Camel/Elephant Riding+
- Canoeing (Grade 1 – 3) – Life jacket and helmet must be worn
- Clay Pigeon Shooting+
- Cricket
- Cycling (excluding Mountain Biking) – helmet recommended
- Dinghy Sailing+
- Fell Walking
- Fencing
- Fishing
- Flying as a fare paying passenger in
- a fully licensed passenger carrying aircraft
- Football
- GAA Football
- Golf
- Hiking (under 2,000 metres altitude)
- Hockey
- Horse Riding (up to 7 days, no Polo, Hunting, Jumping) – wearing a helmet and using tack equipment
- Sailing within territorial waters + Scuba Diving* down to 30 metres if qualified and not diving alone or accompanied by a qualified instructor (see notes below)
- Skate Boarding
- Snorkelling
- Squash
- Surfing (under 14 days)
- Tennis
- Tour Operator Safari
- Track Events
- Ice Skating (Rink)
- Jet Boating +
- Jet Skiing+
- Jogging
- Kayaking (Grades 1 to 3) – Life jacket and helmet must be worn
- Marathon Running
- Motorcycling up to 125cc (with the appropriate Irish motorcycle licence, wearing a crash helmet, no racing) +
- Netball
- Orienteering
- Paintballing +
- Parascending/Parasailing (over water)
- Pony Trekking – wearing a helmet
- Quad biking up to 50cc (wearing a crash helmet, no racing)+
- Racquetball
- Rambling
- River Canoeing (Up to Grade 3) – Life jacket and helmet must be worn
- Roller Skating
- Roller Blading
- Rounders
- Rowing
- Running – sprint/long distance
- Safari (IRL/UK organized)
- Sail Boarding
- Trekking (under 2,000 metres altitude)
- Volleyball
- War Games + (with eye protection)
- Water Polo
- Water Skiing
- White Water Rafting (Grades 1 to 3)
- Windsurfing
- Yachting (racing/crewing inside territorial waters)+

* Scuba diving – scuba diving to the following depths. Provided the **Insured** is diving under the direction of an accredited dive marshal, instructor or guide. Alternatively, if qualified, within the guidelines of the relevant diving or training agency or organisation and not diving alone:

- PADI Open Water – 18 metres
- PADI Advanced Open Water – 30 metres*
- BSAC Ocean Diver – 20 metres

- BSAC Sports Diver – 30 metres*
- BSAC Dive Leader – 30 metres*

We must agree with any equivalent qualification. If the **Insured** does not hold a qualification, **We** will only cover the **Insured** to dive to a depth of 18 metres.

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

* For the purposes of diving under Sports and Activities: Grade 1.

+ Cover under Section 10 - Personal Liability for those sports and activities marked with a + is excluded.

1.6 What To Do

We will help **You** immediately if **You** are ill or injured outside **Ireland** (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** Cover Handbook.

We provide a 24-hour emergency service 365 days a year, and **You** can contact **Us** on **+353 91 501634**.

In the **Event** of **Your Bodily Injury** or **Illness** which may lead to **In-patient Hospital** treatment or incur expenses over €500 or before any arrangements are made to extend **Your Trip** or any arrangements are made for **Your** repatriation or in the **Event** of **Curtailement** necessitating **Your** early return to **Your** home area **You** must contact the Emergency Assistance Service. 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 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

We reserve the right to relocate **You** from one **Hospital** to another. **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 Schedule of Cover. The operation and availability of the service will be governed by the same general terms, conditions and exclusions that appear in this Cover Handbook.

Claim(s) relating to minor illnesses or accidents should be paid by **You** and reclaimed from **Us** within 30 days of returning from **Your Trip**.

Part II

MAPFRE Assistance

1. Medical Emergency and Referral and 2. Personal Assistance Services Phone: **+353 91 501634**

The services under this Section are provided by **MAPFRE Assistance** are only available during a **Trip Abroad**.

1. Medical Emergency and Referral Services

IMPORTANT: THIS IS NOT PRIVATE MEDICAL INSURANCE. IF THE **INSURED REQUIRES MEDICAL TREATMENT THE **INSURED** MUST CONTACT THE EMERGENCY ASSISTANCE SERVICE IMMEDIATELY. IF THE **INSURED** DOES NOT DO THIS, WE MAY REJECT A **CLAIM** OR REDUCE ITS PAYMENT.**

We will provide the **Insured** with the following services, in an emergency, when he or she is on **Trip Abroad**.

If this Cover covers a service or item under any of the Sections in Part III (e.g. medical expenses if the **Insured** has to consult a **Qualified Medical Practitioner**) the **Insured** will be able to recover the payment.

The **Insured** must contact the Emergency Assistance Service before incurring any costs covered under this Section.

A. Medical Referral

Provision of the names and addresses of local **Qualified Medical Practitioners**, hospitals, clinics and dentists when consultation or treatment is required, arrangements for a **Qualified Medical Practitioner** to call, and, if necessary, for the **Insured** to be admitted to **Hospital**.

B. Repatriation

If the **Qualified Medical Practitioner** appointed by **Us** believes treatment in **Ireland** is preferable, transfer will be arranged by regular scheduled transport services, or by air or road ambulance services if more urgent treatment and/or specialist care is required during the journey.

C. Payment of Bills

If the **Insured** is admitted to **Hospital Abroad**, the **Hospital** or attending **Qualified Medical Practitioner** will be contacted and payment of their fees up to the limit specified in the Schedule of Cover will be guaranteed so that the **Insured** does not have to make the payment from their own funds.

D. Drug Replacement

Assistance with the following:

- i) replacement of lost drugs or other essential medication; or
- ii) lost or broken prescription glasses or contact lenses, which are unobtainable **Abroad**

E. Transmission of Urgent Messages

To relatives or business associates

F. Unsupervised Children

Organisation of an accompanying **Child's** return home, with a suitable escort when necessary, if the **Child** is left unsupervised because the **Insured** or the **Insured's Partner** (if shown as insured on the Cover Schedule) are hospitalised or incapacitated.

2. Non-insured Facilitation Services

We will provide the **Insured** with the following services, in an emergency, when he or she is on **Trip Abroad**.

The **Insured** will be responsible for paying fees and charges for non-insured facilitation services provided but not for e.g. the **Insured** will be responsible for paying a translator for his or her services but the **Insured** will not be charged by **Us** for locating the translation service.

A. Transfer of Emergency Funds

Transfer of emergency funds up to €250 per **Trip** if access to normal financial/ banking arrangements is not available locally.

In order to reimburse **Us** the **Insured** must authorise **Us** to debit his or her credit or charge card with the amount of the transfer, or make alternative arrangements to deposit the funds in **Our** account in the UK. If the emergency transfer is necessitated by theft or loss of personal money, a **Claim** may be made under this Cover.

B. Message Relay

Transmission of urgent messages to relatives or business associates if medical or travel problems

disrupt a **Trip** travel schedule.

C. Tracing Personal Property

Tracing and re-delivery of *Personal Property* that has been lost or misdirected in transit if the Carrier has failed to resolve the problem.

(Please note: the **Insured** must have their *Personal Property* tag number available.)

D. Replacement Travel Documents

Assistance with the replacement of lost or stolen tickets and travel documents, and referral to suitable travel offices. **We** will not pay for any item.

E. Lost Credit Cards

Giving advice on how to contact the appropriate Card Issuers if credit or charge cards are lost or stolen. Data Protection legislation prevents **Us** from contacting the Card Issuers directly.

F. Emergency Translation Facility

Translation service if the local provider of an assistance service does not speak English.

CONDITION

Prompt Advice and Assistance

Whilst **We** will make every effort to ensure advice or assistance is provided promptly and in good faith it cannot accept liability for loss or damage of any kind that may arise or result from the use, or intended use, of the **Emergency Assistance** /Medical Referral/Personal Assistance services.

Part III

Section 1: CURTAILMENT

Cover

We will pay:

Your Curtailment Costs up to the amount shown in the Schedule of Cover if it becomes necessary to **Curtail a Trip Due To** one of the following events occurring after payment of the **Premium** relating to **Your** cover :

- i) the **Death**, serious injury, sudden **Illness**, or **Complications of Pregnancy and Childbirth** of the **Insured**, a **Close Relative**, **Travelling Companions** or any person with whom **You** have arranged to reside temporarily
- ii) **You, Your Travelling Companion** or any person with whom **You** have arranged to stay with during **Your Trip** receiving a **COVID** diagnosis within 14 days of the start of the **Trip** or in the case of being admitted to hospital with a **COVID** diagnosis within 28 days of the start of the **Trip**.
- iii) **Your Close Relative** or **Close Business Associate** being admitted to hospital with a **COVID** diagnosis at the time of the **Trip** and/or the death of **Your Close Relative** or **Close Business Associate** due to **COVID** at the time of the **Trip**.
- iv) jury service or subpoena of the **Insured** or **Hijack** of the conveyance in which he or she is travelling;
- v) serious damage making the **Insured's** home uninhabitable; or
- vi) the presence of the **Insured** being required by the Police following a burglary or attempted burglary at his or her home.

Exclusions (General Exclusions Apply As Well)

We will not pay:

- i) Under point ii) or iii) of 'Cover' above, **You** will not be covered for any claim event occurring within 28 days of the date **You** purchased this insurance except where the insurance is purchased within 48 hours of booking the **Trip**.
- ii) There will be no cover for **Curtailment of Your Trip Due To**: (a) restrictions implemented by any government or administration; or (b) actions taken by a transport or **Accommodation** provider; if those restrictions or

actions relate to a pandemic illness (as declared by the World Health Organisation), including **COVID**.

- iii) **Curtailment Costs** where such **Curtailment** is **Due To** injury, **Illness** where the **Curtailment** has not been confirmed as medically necessary by a **Qualified Medical Practitioner Abroad** and has not been authorised by the Medical Emergency Assistance Service.
- iv) 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**.
- v) **Curtailment Costs** where such **Curtailment** results from a **Medical Condition** affecting a **Close Relative** or **Travelling Companions**, or any person with whom **You** have arranged to reside temporarily if
 - a) the condition was diagnosed before this Cover was bought; and
 - b) at the time this Cover was bought, the diagnosed condition could reasonably have been expected to result in
 - i) **Death**, serious injury or sudden **Illness**; or
 - ii) a sudden deterioration in health.
- vi) if an aircraft, sea vessel or train is withdrawn from service on the orders of the recognised regulatory authority in any country;
- vii) if the **Insured** is called as an expert witness or if his or her occupation would normally require a Court attendance;
- viii) if the **Insured** was unemployed or knew they might become unemployed at the time a booking was made;
- ix) if any other adverse financial situation necessitates **Curtailment** of a **Trip**;
- x) any loss, charge or expense **Due To**:
 - a) a delay in notifying the tour operator, travel agent, or transport or **Accommodation** provider that it is necessary to **Curtail** a booking;
 - b) disinclination to continue with a **Trip**; or
 - c) prohibitive regulations by the government of any country;
- xi) a charge or expense paid for or to be discharged with any kind of promotional voucher, Timeshare, Holiday Property Bonds, Frequent Flyer points, Air Miles or other points scheme.;
- xii) if the **Insured**, or any others **Insured**, were aware of any reason, either at the time a **Trip** was booked or at the time the **Insured** purchased this Cover, why that **Trip** might have to be **Curtailed**;
- xiii) failure to obtain the required Visa or Passport.
- xiv) if a **Trip** is **Curtailed** as the result of regulations made by any government or public authority.
- xv) any **Claim** for **Irrecoverable** payments for unused flight tickets to return home where a **Claim** is also made under section 1 or 5 for the additional return travel expenses.
- xvi) insolvency of the travel or **Accommodation** provider.

Section 2: TRAVEL DELAY

Cover under this Section does not apply to a **Trip** in **Ireland**

Cover

If the **Insured** is delayed for at least 24 hours on the outbound or return journey because the scheduled departure of a **Public Conveyance** is affected by a strike, industrial action, adverse weather, mechanical breakdown/derangement, or grounding of an aircraft due to mechanical or structural defect, **We** will pay up to the amount shown in the Schedule of Cover for the first full 24 hours delay and for each subsequent full 24 hours delay up to the **Maximum Limit** amount shown in the Schedule of Cover.

Exclusions (General Exclusions Apply As Well)

We will not pay

- i) if the **Insured** does not:
 - a) check-in before the scheduled departure time shown on his or her travel itinerary; or
 - b) provide **Us** with written details from the airline, shipping company, coach or train operators describing the length of, and reason for, the delay;
- ii) if an aircraft, sea vessel, coach or train is taken out of service on the instructions of a Civil Aviation Authority, Port Authority or similar authority;
- iii) Strike, Industrial Action, adverse weather, mechanical breakdown/derangement, or grounding of an

aircraft existing or being publicly announced by the date **You** purchased this insurance or at the time of booking any **Trip**;

- iv) a charge or expense paid for or to be discharged with any kind of promotional voucher.
- v) if a **Claim** is also made under section 3 for the same **Event**. The **Insured** may **Claim** under either section 2 or 3 for the same **Event**, not both.

Section 5: MEDICAL AND ADDITIONAL EXPENSES

Cover under this Section does not apply to a **Trip** in **Ireland**.

Cover

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

We will pay up to the amount shown in the Schedule of Cover for necessary and reasonable **Accommodation** and travel expenses to enable the **Insured Person** to reach their final scheduled destination in **Europe**.

Exclusions (General Exclusions Apply As Well)

We will not pay:

- i) **Accommodation** and travel expenses where the means of transport and/or **Accommodation** used is of a standard superior to that of the booked journey or **Trip**;
- ii) if the **Insured** does not provide original written:
 - a) evidence from a motoring organisation or garage that the car used for travel is roadworthy and properly maintained; or
 - b) details from the operators of **Public Conveyance** used for travel of the length of, and reason for, the delay;
 - c) **Accident**/Repairers report if the vehicle in which the **Insured** is travelling is involved in an **Accident** or breakdown which results in a **Claim** being made under this section;
- iii) the **Excess** as shown in the Schedule of Cover;
- iv) if the **Insured** has not allowed sufficient time for the journey;
- v) for a missed departure caused by strike or industrial action, adverse weather or air traffic control delay existing or publicly announced by the date this insurance was bought or at the time of booking any **Trip**.
- vi) additional expenses where the **Public Conveyance** operator has offered reasonable alternative travel arrangements.
- vii) if a **Claim** is also made under section 2 for the same **Event**. The **Insured** may **Claim** under either section 2 or 3 for the same **Event**, not both.

Section 4: PERSONAL ACCIDENT

Cover

We will pay up to the amount shown in the Schedule of Cover if the **Insured** receives a **Bodily Injury** during a **Trip**, which shall solely and independently of any other cause, result in within 2 years in the insureds:

- i) **Death**; or
- ii) **Loss of Sight** in one or both eyes; or **Loss of Limb(s)** one or more); or
- iii) **Permanent Total Disablement**

Provision

If the **Insured** was already disabled before the **Accident** or already had a condition which is gradually getting worse, **We** may reduce its payment. Any reduced payment will be based on **Our** medical assessment of the difference between:

- a) the disability after the **Accident**; and
- b) the extent to which the disability is affected by the disability or condition before the **Accident**.

Our Medical Practitioner may examine the **Insured** as often as they deem necessary in the **Event** of a **Claim**.

Exclusions

We will not pay:

- i) more than one benefit for the same **Bodily Injury**;
- ii) any **Claim** for **Permanent Total Disablement** where the **Insured** is retired from gainful employment and receiving a pension of any kind.
- iii) the **Insured's** disablement caused by mental or psychological trauma not involving the **Insured's** Bodily Injury.

Section 5: MEDICAL AND ADDITIONAL EXPENSES

See Part II for a range of Medical Emergency and Non-Insurance Facilitation Services provided by **Us** which are relevant to this Section.

Reciprocal Health Declaration

If the **Insured** intend travelling to countries within the European Economic Area (all EU countries plus Iceland, Liechtenstein, and Norway) **We** advise the **Insured** must obtain a European Health Insurance Card (EHIC) to take with the **Insured** when the **Insured** travels. For more information about the EHIC, contact the **Insured's** local Health Centre or the Department of Health and Children:

Department of Health and Children
Hawkins House, Hawkins Street, Dublin 2, Ireland Tel: 01 6354000 www.dohc.ie

Further information can be obtained on the government information website www.citizensinformation.ie under the section "Moving Country".

Cover under this Section does not apply to a **Trip** in **Ireland**.

The **Insured** must contact the Emergency Assistance service before incurring any costs covered under this Section.

IMPORTANT: THIS IS NOT PRIVATE MEDICAL INSURANCE. IF THE INSURED REQUIRES MEDICAL TREATMENT THE INSURED MUST CONTACT THE EMERGENCY ASSISTANCE SERVICE IMMEDIATELY. IF THE INSURED DOES NOT DO THIS, WE MAY REJECT A CLAIM OR REDUCE ITS PAYMENT.

Cover

We will cover **You** up to the amount shown on your Schedule of Cover for the following costs necessarily and reasonably incurred outside of **Ireland** as a result of **You** becoming suddenly ill, sustaining **Bodily Injury** or dying during the **Trip** and during the **Period Of Insurance**:

- i) Emergency medical, surgical, hospital, ambulance and nursing fees and charges
- ii) Emergency dental treatment of the immediate relief of pain (to natural teeth only) up to the limit of €250.
- iii) In the event of **Your Death**:
 - a. outside **Ireland** or the United Kingdom the reasonable additional cost of funeral expenses abroad up to a maximum of €7,000 plus the reasonable cost of conveying **Your** ashes to **Your** Home, or the additional costs of returning **Your** remains to **Your** Home.
- iv) Reasonable additional transport (economy class) or **Accommodation** expenses incurred, up to the standard of **Your** original booking, if it is medically necessary for **You** to stay beyond **Your** scheduled return date. This includes, with the prior authorisation of the Emergency Assistance Service, reasonable additional transport or **Accommodation** expenses for a friend, **Travelling Companion** or **Close Relative** to remain with **You** or travel to **You** from **Ireland** or the United Kingdom or escort **You** and additional travel expenses to return **You** to **Your** Home if **You** are unable to use the return ticket
- v) In the **Event** of a positive diagnosis of **COVID** abroad, the policy will cover reasonable additional transport (economy class) or **Accommodation** expenses incurred, up to the standard of **Your** original booking if **You** must extend **Your** stay up to the amounts of €2,000.

- vi) With the prior authorisation of the Emergency Assistance Service, the additional costs incurred in the use of air transport or other suitable means, including qualified attendants, to repatriate **You** to **Your** Home if it is medically necessary. Repatriation expenses will be in respect only of the identical class of travel utilised on the outward journey unless the Emergency Assistance Service agree otherwise

Special Conditions Relating to Claims

- i) **You** must give notice immediately to the Emergency Assistance Service of any **Bodily Injury** or **Illness** which necessitates **Your** admittance to **Hospital** as an **in-patient**. **You** must obtain prior authorisation from the Emergency Assistance Service before any arrangements are made for **Your** repatriation or before any arrangements are made to extend **Your Trip Due to Your Bodily Injury** or **Illness**.
- ii) 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 or the United Kingdom at any time during the **Trip**. **We** will do this if in the opinion of the **Qualified Medical Practitioner** in attendance or the Emergency Assistance Service **You** can be moved safely and/or travel safely to **Ireland** or the United Kingdom to continue treatment.
- iii) **You** must claim against **Your** private health insurer first for any inpatient medical expenses abroad up to the limit specified in **Your** Cover.
- iv) 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.
- v) **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

Exclusions (General Exclusions Apply as well)

We will not pay:

- i) any amount recovered under a National Health Service reciprocal agreement;
- ii) 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**;
- iii) for any treatment not confirmed as medically necessary;
- iv) any expenses incurred in the **Insured's** country of residence;
- v) any **Claim** for any **Illness**, for which inoculations should have been obtained, prior to the **Trip**;
- vi) any additional travelling expenses not authorised by the Emergency Assistance service if the **Insured** has to return home earlier than planned or be repatriated from a **Trip**;
- vii) for medical treatment that the **Insured** travelled **Abroad** to obtain;
- viii) for medication the **Insured** is taking before and which he or she will have to continue taking during a **Trip**;
- ix) for private medical treatment unless pre-authorised by **Us**;
- x) for surgery, medical, dental or preventative treatment which can be delayed in the opinion of the **Qualified Medical Practitioner** treating the **Insured** until he or she returns to **Ireland**;
- xi) for dental expenses other than for the relief of pain only;
- xii) Expenses incurred as a result of the **Insureds** decision not to be repatriated after the date when in the opinion of MAPFRE Assistance Agency Ireland, it is safe to do so;
- xiii) any additional costs for single or private room **Accommodation**;
- xiv) additional travel and hotel expenses incurred which have not been authorised in advance by the Emergency Assistance service;
- xv) cremation or burial costs in **Ireland**;
- xvi) the **Excess** as shown in the Schedule of Cover except where the **Insured** has obtained a reduction in the cost of medical expenses in European Union countries by using a European Health Insurance Card;
- xvii) Cost of treatment, not directly related to **Insured Bodily Injury/Illness**. xviii) Costs of telephone calls other than:
 - a. Calls to the Emergency Assistance Service notifying and dealing with the problem for which **You** are able to provide receipts or other reasonable evidence to show the cost of the calls and the numbers **You** telephoned
 - b. Any costs incurred by **You** when **You** receive calls on **Your** mobile telephone from the Emergency

Assistance Service for which **You** are able to provide receipts or other reasonable evidence to show the cost of the calls.

- xix) The cost of taxi fares, other than those for travel to or from **Hospital** relating to **Your** admission, discharge, attendance for outpatient treatment or appointments or for collection of medication prescribed by the **Hospital**

Notes: All original receipts must be kept and provided to support a Claim.

Section 6: PERSONAL PROPERTY

See Part II for services provided by **Us** which are relevant to this Section

Definitions

The following words and phrases will have the same special meaning in this Section wherever they appear in bold italic type and commence with a capital letter. Additional Definitions appear in specific Sections and General Definitions, as detailed in Part I apply as well.

Mobility Aid/Mobility Aids

Any crutch, walking stick, walking frame, wheeled walking frame, walking trolley, evacuation chair, wheelchair, powered wheelchair or mobility scooter constructed specifically to aid persons suffering from restricted mobility but excluding any golf buggy or golf trolley or any item covered under *Personal Property*.

Personal Property

any suitcase, trunk or container of a similar kind and its contents, and any article worn or carried by the **Insured** for the **Insured's** individual use that is not a *Mobility Aid* and which is not excluded under B. Exclusions.

Repair and Replacement Costs

the cost of repairing partially damaged property, or, if property is totally lost or destroyed or uneconomical to repair, the cost of replacing property as new less a deduction for wear, tear or depreciation. (Note: **We** will pay a reasonable proportion of the total value of a set or pair to repair or replace an item that is part of a set or pair.)

Valuables

cameras and other photographic equipment, telescopes and binoculars, Audio/Video equipment, (including radios, cassette/compact disc players, Ipods, mp3 and mp4 players, camcorders, DVD, video, televisions and other similar music and video players, mobile phones, satellite navigation equipment, computers and computer equipment, (including PDA's, personal organizers, laptops, Ipads, notebooks, netbooks and the like, computer games equipment (including consoles, games and peripherals), jewellery, watches, furs, precious and semi- precious stones and articles made of or containing gold, silver or other precious metals.

Cover

- i) If *Personal Property* is lost, damaged or stolen during a **Trip**, **We** will pay *Repair and Replacement Costs* up to the amount shown in the Schedule of Cover.
- ii) If any *Mobility Aid* owned by the **Insured** or for which they are responsible, necessarily taken by the **Insured** on **Trip** or hired by or loaned to the **Insured** whilst on **Trip**, is lost, damaged or stolen during such **Trip**, **We** will pay *Repair and Replacement Costs* up to the amount shown in the Schedule of Cover.
- iii) **We** will also reimburse, up to the amounts shown in the Schedule of Cover:
 - a) the cost of essential items of clothing and toiletries that the **Insured** has to purchase because *Personal Property* is lost or misplaced in transit on outward journey only for at least 12 hours by an airline or other Carrier –
 - i) after the first 12 hour delay period;
 - ii) for each 24 hour delay period thereafter;

- iii) up to the maximum benefit amount.

Payment is subject to original receipts for emergency essential items being submitted. Written confirmation from the airline must be obtained and submitted to **Us** confirming the number of hours the **Personal Property** was delayed. If the loss is permanent, the amount paid will be deducted from the final amount to be paid under this section.

- b) reasonable and necessary costs incurred by the **Insured** during a **Trip**, in hiring **Mobility Aids**.

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**.

Exclusions (General Exclusions Apply As Well)

We will not pay

- a) the **Excess** as shown in the Schedule of Cover;
- b) more than the limit as Schedule of Cover for a single item, pair or set, or part of a pair or set;
- c) more than the limit as Schedule of Cover for golf clubs, bags and accessories;
- d) more than the limit as Schedule of Cover for **Valuables** in total and will only pay if the **Valuables** are attended by the **Insured** or are in a safety deposit box at the time they are lost, damaged or stolen;
- e) for any items 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 they were in the locked boot of the vehicle or in the luggage space at the rear of a locked estate car or hatchback under a top cover and out of view, and there is evidence of forced entry;
- f) unless a loss or theft is reported to the Police (and the hotel management if the loss or theft occurs in a hotel) within 24 hours of discovery and **We** are provided with the original written Police report and report to the hotel management as applicable;
- g) for loss, theft or damage to:
 - i) **Personal Property** more specifically insured or recoverable under any other insurance Cover;
 - ii) **Personal Property** left **Unattended** in a public place
 - iii) **Personal Property** in the custody of an airline or other Carrier unless the loss or damage is reported in writing to the airline or other Carrier within 24 hours of discovery and **We** are provided with the original written airline or Carrier report; **Personal Property Due To** leaking powder or fluid carried within the **Insured's** luggage
 - iv) household goods, contact or corneal lenses, sunglasses, dentures, hearing aids, prescription glasses, contact or corneal lenses samples or merchandise, bonds, securities or documents of any kind; or
 - v) antiques, musical instruments, pictures, typewriters, televisions, sports equipment whilst being used (except for **Winter Sports** equipment if **Winter Sports** cover is shown as covered on the Cover Schedule), vehicles or their accessories, watercraft and ancillary equipment, glass, china or similar fragile items and pedal cycles;
 - vi) any mobility scooter caused by theft or attempted theft or malicious persons, whilst left unattended unless, it has been locked in a secure room or, any key required to operate the mobility scooter has been removed and any
 - vii) manufacturers security devices employed or, it is otherwise secured from unauthorised removal.
 - viii) Mobility scooter tyres and/or accessories unless the Mobility scooter is damaged at the same time.
 - ix) Hired **Mobility Aids** unless their condition has been inspected prior to hire and any defects noted.
- h) for depreciation in value, normal wear and tear, denting or scratching, (other than denting or scratching of hired **Mobility Aids** for which the **Insured** is legally responsible), damage by moth or vermin, electrical, electronic or mechanical derangement, or damage due to atmospheric or climatic conditions;
- i) for delay, detention, seizure or confiscation by customs or other officials.

- j) for temporary or permanent loss of baggage for which **You** have received full compensation from someone else. Any partial compensation from another source will be deducted from the final amount payable under this section.

We will not pay any **Claim** where:

- a) **Personal Property, Mobility Aids** or essential medication have been lost or misplaced by an airline or other Carrier unless **We** are provided with original written confirmation from such airline or other carrier or the tour representative that were delayed for at least 12 hours after the **Insured** arrived at his or her destination;
- b) **Mobility Aids** have been lost or damaged unless such loss or damage is insured under Cover ii of this section and the **Insured** has complied fully with the relevant terms and conditions of cover;
- c) **Personal Property, Mobility Aids** or essential medication have been lost or misplaced on a journey returning the **Insured** to Ireland.

Conditions Applying to this Section

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 (salvage to be retained until **Claim** completed).

Section 7: MONEY

See Part II for services provided by **Us** which are relevant to this Section.

Definition

The following word will have the same special meaning in this Section wherever it appears in bold italic type and commences with a capital letter. Additional Definitions appear in specific Sections and General Definitions, as detailed in Part I, apply as well.

Money

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

Cover

We will pay

up to the amount shown in the Schedule of Cover if **Money** held by the **Insured** for their own personal use is lost or stolen during a **Trip** whilst:

- a) being carried by the **Insured**; or
- b) left in a safe or safety deposit box.

Special Conditions Applying to this Section

- i) Loss or theft of **Money** MUST be reported to the police (and the hotel management if the loss or theft occurs in a hotel) within 24 hours of discovery and **We** MUST be provided with the original written police report and report to the hotel management as applicable.
- ii) the terms and conditions under which travellers cheques have been issued must have been fully complied with.

Exclusions (General Exclusions Apply As Well)

We will not pay:

- i) the **Excess** as shown in the Schedule of Cover;
- ii) for delay, detention, seizure or confiscation by customs or other officials;
- iii) unless a loss or theft is reported to the Police (and the hotel management if the loss or theft occurs in a hotel) within 24 hours of discovery and **We** are provided with the original written Police report and report to the hotel management as applicable;
- iv) for traveller's cheques:
 - a) unless the loss or theft is reported immediately to the local branch or agent of the issuing company; or

- b) if the issuing company provides a replacement service;
- v) for depreciation in value or shortage due to any error or omission.
- vi) for more than the limit specified in the Schedule of Cover in total in for any one **Claim** in respect of loss of or damage to **Money** or fraudulent misuse of lost or stolen credit, charge or bankers cards.
- vii) loss, theft of or damage to **Money** 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.

Section 8: LOSS OF PASSPORT/DRIVING LICENCE/TRAVEL DOCUMENTS EXPENSES

Cover under this Section does not apply to a **Trip** in **Ireland**.

See Part II for services provided by **Us** which are relevant to this Section.

Cover

We will pay

Up to the amount shown in the Schedule of Cover to cover replacement and additional travel and **Accommodation** costs by the **Insured** to obtain a new passport, driving licence or other travel documents following the loss or theft of his or her original documents during a **Trip**.

Exclusions (General Exclusions Apply As Well)

- i) for delay, detention, seizure or confiscation by customs or other officials;
- ii) unless a loss or theft is reported to the Police (and the hotel management if the loss or theft occurs in a hotel) within 24 hours of discovery and **We** are provided with the original written Police report and report to the hotel management as applicable;
- iii) for a passport/driving licence/travel documents left unattended at any time (including in a vehicle) unless deposited in a hotel safe or safety deposit box.

Section 9: HIJACK

Cover under this Section does not apply to a **Trip** in **Ireland**.

Cover

If the **Insured** is held hostage by **Hijackers** whilst travelling to or from a **Trip**, **We** will pay up to the amount shown in the Schedule of Cover for each full 24 hours he or she is held hostage up to the maximum benefit shown in the Schedule of Cover for each **Trip**.

Exclusions (General Exclusions Apply As Well)

We will not pay:

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

Section 10: PERSONAL LIABILITY

See Part II for services provided by **Us** which are relevant to this Section.

Cover

We will indemnify the **Insured** against all sums (after deduction of the **Excess**) which he or she is legally liable to pay as damages in respect of:

- i) **Accidental Bodily Injury** (including **Death**, **Illness** or disease) to any person;
- ii) **Accidental** loss of or damage to material property;

which occurs during the **Period of Insurance** arising out of the **Trip**.

The maximum that **We** will pay under this Section for all damages as a result of any one occurrence or series of occurrences arising directly or indirectly from one source or original cause shall be the amount shown in the

Schedule of Cover (hereafter called the Limit of Liability).

We will in addition pay Costs and Expenses. Costs and Expenses shall mean:

- i) all costs and expenses recoverable by a claimant from the **Insured**;
- ii) all costs and expenses incurred with the written consent of **Us**;
- iii) solicitors' fees for representation at any coroner's inquest or fatal **Accident** inquiry or in any Court of Summary Jurisdiction;

in respect of any occurrence to which this Section applies - except that in respect of occurrences happening in or **Claims** or legal proceedings brought or originating in the United States of America and Canada or any other territory within the jurisdiction of either such country, Costs and Expenses described in i., ii. and iii. above are deemed to be included in the Limit of Liability.

Exclusions (General Exclusions Apply As Well)

We will not provide indemnity:

- i) the **Excess** as shown in the Schedule of Cover
- ii) liability in respect of **Bodily Injury** to any person who is:
 - a) under a contract of service with the **Insured** when such injury arises out of and in the course of their employment by the **Insured**;
 - b) A member of the **Insured's** family.
- iii) liability in respect of loss of or damage to property in the care custody or control of the **Insured**. However this Exclusion shall not apply in respect of loss of or damage to buildings and their contents not belonging to but temporarily occupied by the **Insured** in the course of the **Trip**.
- iv) liability in respect of **Bodily Injury** loss or damage caused directly or indirectly in connection with ownership, possession of or use by the **Insured** of:
 - a) mechanically propelled vehicles (other than golf buggies used on golf course and not on public roads); or
 - b) aircraft, hovercraft or watercraft (other than manually propelled watercraft less than 30 feet in length used on inland waters);
 - c) firearms (other than sporting guns);
- v) liability in respect of **Bodily Injury** loss or damage caused directly or indirectly in connection with:
 - a) the ownership, possession or use of land or building other than any building temporarily occupied by the **Insured** in the course of a **Trip**; or
 - b) any wilful or malicious act; or
 - c) the carrying on of any trade business or profession;
 - d) activities or volunteer work organised by, or under the auspices of, a charitable, voluntary, not for profit, social or similar organisation when liability for such activities or work should reasonably be included within the organisation's own Public Liability Cover.
- vi) any liability assumed by the **Insured** under any contract or agreement unless such liability would have attached in the absence of such contract or agreement;
- vii) punitive or exemplary damages;
- viii) **War**

Conditions Applying to this Section

- i) no admission, offer, promise or indemnity shall be made without the consent of **Us** which shall be entitled to take over and conduct in the **Insured's** name the defence or settlement of any **Claim** or to prosecute in the **Insured's** name for its own benefit any **Claim** for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any **Claim** and the **Insured** shall give all information and assistance as **We** may require. Every letter, **Claim**, writ, summons and process shall be forwarded to **Us** on receipt. Written notice shall be given to **Us** immediately the **Insured** shall have notice of any prosecution or inquest in connection with any circumstances which may give rise to liability under this Section.
- ii) **We** may at any time pay to the **Insured** in connection with any **Claim** or series of **Claims** the Limit of Liability for this Section (after deduction of any sum(s) already paid as compensation) or any lesser amount for which such **Claim(s)** can be settled and upon such payment being made **We** shall relinquish the conduct and

- control of and be under no further liability in connection with such **Claim(s)** except for the payment of costs and expenses recoverable or incurred prior to the date of such payment.
- iii) the **Insured** shall as though they were the **Insured** observe, fulfil and be subject to the terms, Exclusions and Provisions of this Section.

Section 11: OVERSEAS LEGAL ADVICE & EXPENSES

Cover under this Section does not apply to a **Trip** in **Ireland**.

See Part II for services provided by **Us** which are relevant to this Section.

Definitions

The following words and phrases will have the same special meaning in this Section wherever they appear in bold italic type and commence with a capital letter. Additional Definitions appear in specific Sections and General Definitions, as detailed in Part I, apply as well.

Legal Expenses

- a) fees, expenses, costs/expenses of expert witnesses and other disbursements reasonably incurred by the **Legal Representatives** in pursuing a **Claim** or legal proceedings for damages and/or compensation against a third party who has caused **Accidental Bodily Injury** to or **Illness** of the **Insured** or in appealing or resisting an appeal against the judgment of a court, tribunal or arbitrator.
- b) costs for which the **Insured** is legally liable following an award of costs by any Court or tribunal or an out of Court settlement made in connection with any **Claim** or legal proceedings.

Legal Representatives

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

Any One Claim

All **Claims** or legal proceedings including any appeal against judgment consequent upon the same original cause, event or circumstance.

Cover

If during a **Trip** the **Insured** sustains **Bodily Injury** or **Illness** which is caused by a third party **We** will pay up to the amount shown in the Schedule of Cover to cover **Legal Expenses** arising out of **Any One Claim**.

Exclusions (General Exclusions Apply As Well)

In respect of each **Claim** under this insurance **We** will not pay for:

- i) any **Claim** reported to **Us** more than 24 months after the beginning of the incident which led to the **Claim**;
- ii) any **Claim** where it is **Our** opinion that the prospects for success in achieving a reasonable settlement are insufficient and/or where the laws, practices and/or financial regulations of the country in which the incident occurred would preclude the obtaining of a satisfactory settlement or the costs of doing so would be disproportionate to the value of the **Claim**;
- iii) **Legal Expenses** incurred before receiving **Our** prior authorisation in writing unless such costs would have been incurred subsequent to **Our** authorisation;
- iv) **Legal Expenses** incurred in connection with any criminal or wilful act;
- v) **Legal Expenses** incurred in the defence against any civil **Claim** or legal proceedings made or brought against the **Insured** unless as a counter **Claim**;
- vi) Fines, penalties compensation or damages imposed by a court or other authority;
- vii) **Legal Expenses** incurred for any **Claim** or legal proceedings brought against:
 - a) a tour operator, travel agent, carrier, insurer or their agents where the subject matter of the **Claim** or legal proceedings is eligible for consideration under an Arbitration Scheme or Complaint Procedure;

- b) **Us** or **Our** agents; or
- c) the **Insured's** employer.
- viii) Actions between the **Insured** or pursued in order to obtain satisfaction of a judgement or legally binding decision;
- ix) **Legal Expenses** incurred in pursuing any **Claim** for compensation (either individually or as a member of a group or class action) against the manufacturer, distributor or supplier of any drug, medication or medicine;
- x) **Legal Expenses** chargeable by the **Legal Representatives** under contingency fee arrangements;
- xi) **Legal Expenses** incurred where the **Insured** has:
 - a) failed to co-operate fully with and ensure that **We** are fully informed at all times in connection with any **Claim** or legal proceedings for damages and or compensation from a third party; or
 - b) settled or withdrawn a **Claim** in connection with any **Claim** or legal proceedings for damages and or compensation from a third party without **Our** agreement. In such circumstances **We** shall be entitled to withdraw cover immediately and to recover any fees or expenses paid;
- xii) **Legal Expenses** incurred after the **Insured** has not:
 - a) accepted an offer from a third party to settle a **Claim** or legal proceedings where the offer is considered reasonable by **Us**; or
 - b) accepted an offer from **Us** to settle a **Claim**;
- xiii) the **Excess** as shown in the Schedule of Cover.
- xiv) **Legal Expenses** which **We** consider unreasonable or excessive or unreasonably incurred.

Special Conditions Applying to this Section

- i) **Legal Representatives** must be qualified to practise in the Courts of the country where the **Event** giving rise to the **Claim** occurred or where the proposed defendant under this Section is resident.
- ii) The **Insured** has the right to select and appoint a **Legal Representative** of the **Insured's** choice to represent the **Insured** in any legal inquiry or legal proceedings (provided any appointment of a **Legal Representative** is not on a contingency fee basis, where the **Legal Representative** charges a proportion of the amount recovered as a fee). The **Insured** shall provide **Us** with details of the selected **Legal Representative's** name and address. **We** may provide information about **Legal Representatives** in the **Insured's** local area if the **Insured** asks **Us**.
- iii) The **Legal Representatives** and the **Insured** must co-operate fully with and ensure that **We** are fully informed at all times in connection with any **Claim** or legal proceedings for damages and or compensation from a third party. **We** are entitled to obtain from the **Legal Representatives** any information, document or advice relating to a **Claim** or legal proceedings under this insurance. On request the **Insured** will give to the **Legal Representatives** any instructions necessary to ensure such access.
- iv) **Our** authorisation to incur **Legal Expenses** will be given if the **Insured** can satisfy **Us** that:
 - a) there are reasonable grounds for pursuing or defending the **Claim** or legal proceedings and the **Legal Expenses** will be proportionate to the value of the **Claim** or legal proceedings; and
 - b) it is reasonable for **Legal Expenses** to be provided in a particular case. The decision to grant authorisation will take into account the opinion of the **Legal Representatives** as well as that of **Our** own advisers. If there is a dispute, **We** may request, at the **Insured's** expense, an opinion of a barrister as to the merits of the **Claim** or legal proceedings. If the **Claim** is admitted, the **Insured's** costs in obtaining this opinion will be covered by this Insurance.
- v) Any dispute between the **Insured** and **Us** (about **Our** liability over a **Claim** or the amount to be paid, where the amount of the **Claim** is €5,000 or more) must be referred (within 12 months of the dispute arising) to an arbitrator appointed jointly by the **Insured** and **Us**. If the **Insured** and **Us** cannot agree on an arbitrator, the President of the Law Society of Ireland will decide on the arbitrator and the decision of that arbitrator will be final. **We** may not refer the dispute to arbitration without the **Insured's** consent where the amount of the **Claim** is less than €5,000. If the **Insured** does not refer such a dispute to arbitration (in the case of a **Claim** for €5,000 or more) or to the courts of the Republic of Ireland (in the case of a **Claim** for less than €5,000 or where the **Insured** has agreed with **Us**, after the dispute between **Us** has arisen, that the **Claim** will be dealt with by arbitration), within 12 months, **We** will treat the **Claim** as abandoned.
- vi) **We** may at its discretion assume control at any time of any **Claim** or legal proceedings in the name of the **Insured** for damages and or compensation from a third party.

- vii) All **Claims** within this section must be submitted to **Us** in writing within 90 days.
- viii) Any **Legal Expenses** incurred without the written agreement of **Us** shall entitle **Us** to withdraw cover immediately and to recover any fees or expenses paid to the **Insured**.
- ix) **We** may at its discretion require the **Insured** to obtain at the expense of the **Insured** an opinion of a barrister agreed by the **Insured** and **Us** as to whether or not there are reasonable grounds for continuing to pursue or defend any **Claim** or legal proceedings. **We** will pay such expense if the opinion indicates that there are reasonable grounds for pursuing or defending the **Claim** or legal proceedings.
- x) **We** may at **Our** discretion offer to settle a counter-**Claim** against the **Insured** which it considers to be reasonable instead of continuing any **Claim** or legal proceedings for damages and/or compensation by a third party.
- xi) The **Insured** shall be responsible for the repayment to **Us** of all sums paid by **Us** in respect of the **Legal Expenses** where:
 - a) an award of costs is made in favour of the **Insured** in the **Claim** or legal proceedings; or
 - b) costs are agreed to be paid to the **Insured** as part of any settlement of the **Claim** or legal proceedings.
- xii) If a conflict of interest arises, where **We** are also the insurer of the third party or proposed defendant to the **Claim** or legal proceedings, the **Insured** has the right to select and appoint other **Legal Representatives** in accordance with Special Condition 2 of this Section.
- xiii) If the **Legal Representatives** refuse to continue acting for the **Insured** with good reason or if the **Insured** dismisses the **Legal Representatives** without good reason the cover **We** provide will end at once, unless **We** agrees to appoint other **Legal Representatives**.

Part IV

4.1 General Exclusions (Exclusions Applicable to All Sections of the Cover under this Cover)

We will not be liable to make any payment under this Cover where any event that would otherwise be insured is **Due To**

A. Air Travel

air travel, unless the **Insured** is travelling as a fare-paying passenger in a fixed wing aircraft which is provided by a licensed airline or air charter company.

B. Currency

currency exchange.

C. Illegal Acts

any illegal act of the **Insured** or any criminal proceedings against **You**.

D. Work

work of any nature.

E. Misuse of Alcohol/Drugs

Any **Claim** arising directly or indirectly from drug addiction, alcohol or solvent abuse by **You** or by reason of **You** being under the influence of alcohol (where a person in authority such as an officer of the law, or a **Qualified Medical Practitioner** or **Our** Senior Medical Officer confirms that **Your** intoxication was significant to the **Claim** occurring) or drug(s) (other than drugs taken in accordance with treatment prescribed and directed by a **Qualified Medical Practitioner**, but not for the treatment of drug addiction).

F. Radiation

- i) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste resulting from the combustion of nuclear fuel; or
- ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.

G. Sonic Waves

pressure waves from aircraft and other airborne devices travelling at sonic or supersonic speeds.

H. Sports and Activities

Sports and Activities except where permitted by Part 1.5.

I. Specified diseases

- i) infection with Human Immune Deficiency Virus (HIV) or other forms of the virus, Acquired Immune Deficiency Syndrome (AIDS) and AIDS-Related Complex (ARC); or
- ii) sexually transmitted disease.

J. Suicide/self-injury

- i) suicide, attempted suicide or deliberate self-inflicted injury by the **Insured** regardless of the state of their mental health; or
- ii) needless self-exposure to danger except in an attempt to save human life.

K. War or any act of **War** whether **War** is declared or not**L. Loss of enjoyment****M. 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).**N. Consequential losses** of any nature, including, but not exclusively, phone calls and taxi fares, other than as specifically provided within the terms of this Cover.**O. Travel** to a country or specific area or event to which the Travel Advice Unit of the Department of Foreign Affairs or the World Health Organisation (WHO) or similar body has advised against all or all but essential travel unless this advice relates only to **COVID**. In this instance, only claims relating to **COVID** will not be considered..**P. Any Claim** which is directly or indirectly caused by, results from or is in connection with a Natural Disaster.**Q. We** will not cover any claims caused by or relating to **COVID**. Nor will **We** cover any claims relating to any fear or threat of **COVID**. This general exclusion applies to all sections of cover apart from; subsection ii) and iii) of Section 1 - Curtailment and Section 5 – Emergency Medical and other Expenses, provided that **You** meet the conditions outlined in these sections and that **You** have not travelled to a country or specific area or event for which the Travel Advice Unit of the Department of Foreign Affairs (DFA) <https://www.dfa.ie/travel/travel-advice/> or the World Health Organisation (WHO) or similar body has advised against all or all but essential travel.**4.1 General Exclusions (Exclusions Applicable to All Sections of the Cover under this Cover)****A. Contract**

This Cover, Cover Schedule/Validation Certificate and the Schedule of Cover and any information provided to the issuing agent will be read together as one contract.

B. Legal Interpretation and Language

Current legislation allows the parties to this contract to choose which law is used to interpret this Cover. The **Insured** and **We** agree that:

- i) this Cover will be governed and interpreted in accordance with the Law of **Ireland** and only the **Irish** Courts will have jurisdiction in any dispute; and
- ii) communication of and in connection with this Cover shall be in the English language.

C. Observing Cover Terms & Conditions

We will not be liable to make any payment under this Cover if the **Insured** or his or her personal representative(s) do not observe and fulfil its Terms, Exclusions and Conditions.

D. The Insured's duty to avoid or minimise a Claim

The **Insured** must take ordinary and reasonable care to safeguard against loss, damage, **Accident**, injury or **Illness** as though the **Insured** was not insured. If **We** believe the **Insured** has not taken reasonable care of property, the **Claim** may not be paid. The items insured under this Cover must be maintained in good condition and kept in good repair.

E. Interest

We will not pay interest on any benefit payable under this Cover unless payment has been unreasonably delayed by **Us** following receipt of all the required certificates, information and evidence necessary to support the **Claim**.

Where interest becomes payable by **Us**, it will be calculated:

1. from the date of final receipt of such certificates, information or evidence; and

2. at the base rate established by the European Central Bank on such date.

F. Other Taxes

We are required to notify the **Insured** that other taxes or costs may exist which are not imposed by **Us**.

G. Stamp Duty

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

H. Moneys payable in Ireland

All moneys which become due and payable by **Us** under this Cover shall be in accordance with Section 93 of the Insurance Act 1936, payable and paid in **Ireland**.

I. Our right to change the Cover

We reserve the right to make changes, add to the Cover terms and/or to change the total amount payable for this insurance:

- i) for legal, regulatory or taxation reasons;
- ii) to reflect new industry guidelines and codes of practice.

4.5 Claim Provisions

A. Cancellation within 14 days

The **Insured** may cancel this Cover within 14 days of receipt of the Cover documents (new business) by writing to the issuing agent at the address shown on the Cover Schedule/ Validation Certificate. Any **Premium** already paid will be refunded to the **Insured** providing they have not travelled and no **Claim** has been made or is intended to be made and no incident likely to give rise to a **Claim** has occurred. The Cover will be cancelled with effect from its date of issue.

B. Cancellation after 14 days

The **Insured** may cancel this Cover at any time after 14 days of receipt of the Cover by writing to the issuing agent at the address shown on the Cover Schedule/ Validation Certificate. If the **Insured** cancels after 14 days no **Premium** refund will be made.

C. Cancellation by Us

If **We** no longer wishes to offer this Cover and needs to cancel this Cover **We** will write to the **Insured** at the latest address **We** have for the **Insured**. **We** will then cancel the Cover 30 days after the date of its letter. If **We** cancel the Cover **We** will refund any **Premium** the **Insured** paid for the cancelled period provided they have not made a **Claim** under this Cover during the current **Period of Insurance**.

D. Cancellation for Non Payment of Premiums

We reserve the right to cancel this Cover immediately in the event of non payment of the **Premium** or in the event that the payment is made by fraudulent use of a credit/debit card or other payment method then this Cover automatically becomes null and void.

4.4 Dual Insurance

If at the time of any incident which results in a **Claim** under this Cover, there is another insurance covering the same loss, damage, expense or liability **We** will not pay more than its proportional share (not applicable to the Personal **Accident** Section). Under the Medical Expenses Section the **Insured's** private health insurer (if any) must pay the first amount as stated in their Cover and **We** will commence cover once that limit has been reached

4.5 Claim Provisions

A. The Insured must:

- i) contact Mapfre Assistance Travel Claims within 30 days of becoming aware of anything likely to result in a **Claim**. A personal representative can do this if the **Insured** cannot;
- ii) authorise **Us** and/or **Our** agents and affiliates to take over the handling of any medical **Claim**, including permitting and requiring **Us** and/or **Our** agents and affiliates to have access to all relevant medical

records, if a **Claim** is to be made under this Cover;

- iii) supply at his or her own expense any information, evidence and receipts **We** require including medical certificates signed by a **Qualified Medical Practitioner**, Police reports and other reports;
- iv) take all reasonable steps to protect any item or property from further loss or damage and to recover any lost or stolen article;
- v) send **Us** any original writ, summons, legal process or other correspondence received in connection with a **Claim** immediately it is received and without answering it.

B. The **Insured** must not do the following without **Our** written agreement:

- i) admit liability, or offer or promise to make any payment; or
- ii) sell or otherwise dispose of any item or property for which a **Claim** is being made, or abandon any item or property to **Us**.

C. Each **Insured** must recognise **Our** right to:

- i) choose either to pay the amount of a **Claim** (less any **Excess** and up to the limit specified in the Schedule of Cover) or repair, replace or reinstate any item or property that is damaged, lost or stolen;
- ii) inspect and take possession of any item or property for which a **Claim** is being made and handle any salvage in a reasonable manner;
- iii) take over and deal with the defence or settlement of any **Claim** in the **Insured's** name and keep any amount recovered;
- iv) settle all **Claims** in euro;
- v) be reimbursed within 30 days for any costs or expenses that are not insured under this Cover, which **We** pay to the **Insured**, or on his or her behalf;
- vi) be supplied at the expense of the **Insured** with appropriate original medical certificates before paying a **Claim** under Part III Sections 1, 4, 5 or 6;
- vii) request and carry out a medical examination and insist on a post-mortem examination, if the law allows **Us** to ask for one, at **Our** expense.
- viii) at **Our** sole discretion to repatriate the **Insured** provided there is no medical advice to the contrary.

D. **We** will not be liable to pay a **Claim** and may cancel the Cover immediately in either of the following circumstances:

- i) if a **Claim** is in any way dishonest; or
- ii) if the **Insured** or anyone acting on his or her behalf, uses fraudulent means to benefit under this Cover.

Paying Claims

Death

- If the **Insured** is 18 years or over, **We** will pay the **Claim** to the estate of the deceased **Insured** and the receipt given to **Us** by the Personal Representatives shall be a full discharge of all liability by **Us** in respect of the **Claim**.
- If the **Insured** is a minor, **We** will pay the **Claim** to the **Insured** if they are a **Partner**. If the minor is not a **Partner** **We** shall make the payment to their **Parent or Legal Guardian**. The **Partner, Parent or Legal Guardian's** receipt shall be a full discharge of all liability by **Us** in respect of the **Claim**.

All Other Claims

- If the **Insured** is 18 years or over, **We** will pay the **Claim** to the **Insured** and their receipt shall be a full discharge of all liability by **Us** in respect of the **Claim**.
- If the **Insured** is a minor **We** will pay the **Claim** to that minor if they are a **Partner**. If the minor is not a **Partner** **We** shall make the payment to their **Parent or Legal Guardian** for the benefit of that minor. The **Partner, Parent or Legal Guardian's** receipt shall be a full discharge of all liability by **Us** in respect of the **Claim**.

Complaints Procedure

Making Yourself Heard

If **You** have cause for complaint, it is important that **You** know that **We** are committed to providing **You** with an exceptional level of service and customer care. **We** realise that things can go wrong and there may be occasions when **You** feel that **We** have not provided the service **You** expected. When this happens, **We** want to hear about it so that **We** can try to put things right.

Who to Contact?

The most important factors in getting **Your** complaint dealt with as quickly and efficiently as possible are:

- to be sure **You** are talking to the right person, and;
- that **You** are giving them the right information.

When You Contact Us:

- Please give **Us Your** name and contact telephone number.
- Please quote **Your** Cover and/or claim number and the type of Cover **You** hold.
- Please explain clearly and concisely the reason for **Your** complaint.

So **We** begin by establishing **Your** first point of contact:

Step One – Initiating Your Complaint

Does **Your** complaint relate to:

- Your** Cover?
- A claim on **Your** Cover?

If **A**, **You** need to contact the agent who sold **You Your** Cover.

If **B**, **You** need to contact MAPFRE Assistance Travel Claims on 091 560 638 or from outside **Ireland** +353 91 560 638

We expect that the majority of complaints will be quickly and satisfactorily resolved at this stage, but if **You** are not satisfied, **You** can take the issue further:

Step Two – Beyond MAPFRE Assistance

If **We** have given **You Our** final response and **You** are still dissatisfied **You** may refer **Your** case to The Financial Services and Pensions Ombudsman (Ombudsman). The FSPO is an independent body that arbitrate on complaints about general insurance products. It will only consider complaints after **We** have provided **You** with written confirmation that **Our** internal complaints procedure has been exhausted:

The Ombudsman can be contacted at:

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

Phone: +353 1 567 7000

Email: info@fspo.ie

Website: www.fspo.ie

Referral to the FSPO will not affect **Your** right to take legal action against **Us**.

Our Promise to You

Calls are recorded and monitored.

We will provide **You** with the name of one or more individuals appointed by **Us** to be **Your** point of contact in

relation to **Your** complaint until the complaint is resolved or cannot be processed any further;

We will provide **You** with a regular written update on the progress of the investigation of **Your** complaint at intervals of not greater of 20 business days;

We will attempt to investigate and resolve **Your** complaint within 40 business days of having received **Your** complaint; where the 40 business days have elapsed and the complaint is not resolved, **We** will inform **You** of the anticipated time frame within which **We** hope to resolve **Your** complaint.

Within 5 business days of the completion of the investigation of **Your** complaint, **We** will advise **You** in writing of the outcome of the investigation and, where applicable, explain the terms of any offer or settlement being made. Step three above outlines **Your** right to contact The Financial Services and Pensions Ombudsman, should **You** be dissatisfied with the outcome of **Our** investigation.

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

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 our Data Protection Officer, Ireland Assist House 22-26 Prospect Hill, Galway.

Or email: DPO.IRELAND@mapfre.com

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:
 - a) help make decisions about credit and credit related services for you and members of your household;
 - b) help make decisions on motor, household, credit, life and other insurance proposals and claims for you and members of your household;
 - c) trace debtors, recover debt, prevent fraud and to manage your insurance policies;
 - d) check your identity to prevent money laundering;
 - e) 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 our Data Protection Officer, Ireland Assist House 22-26 Prospect Hill, Galway. Or email: DPO.IRELAND@mapfre.com

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 your 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.

Pilgrimage Travel Insurance Medical Declaration Form

This must be completed by your GP if you have a pre-existing medical condition at the time of purchasing your Cover, otherwise your condition will be excluded

PLEASE COMPLETE IN BLOCK CAPITALS AND SIGN BELOW. YOU MUST GIVE FULL AND TRUE ANSWERS TO ALL QUESTIONS. YOUR COVER COULD BE INVALID IF YOU PROVIDE US WITH INCORRECT OR INCOMPLETE INFORMATION.

Personal Details

INSURED'S TITLE	MR / MRS / MS	TELEPHONE	
INSURED'S NAME			
ADDRESS			
DATE OF BIRTH		OCCUPATION	
G.P.'S NAME		TELEPHONE	
ADDRESS			

Trip Details

DATES OF TRIP		TO	
DESTINATION		NUMBERS OF DAYS	

General Practitioner Use Only

GP's Note

Please do not sign this form if in your professional opinion, the insured may not be able to fully undertake the complete journey or if the insured is travelling with the intention of receiving pre-booked medical treatment.

- I confirm that the Insured is fit to travel and fully partake in the planned **Trip** and that the medical records of the insured have been noted accordingly.

SIGNATURE GENERAL MEDICAL PRACTITIONER	
DATE	

UNDER NO CIRCUMSTANCES SHOULD YOU BACK DATE THIS FORM

DECLARATION

- I declare that I am not travelling against the advice of a **Medical Practitioner** and that I have consulted my regular GP concerning the **Trip** that I am planning to undertake.
- I declare that my regular GP has declared that I am fit to travel and fully partake in the planned **Trip** and that my medical records have been noted accordingly.
- I declare that I am not travelling with the intention of having medical treatment abroad.
- I confirm that I will take adequate supplies of any medication that I am currently taking and that I will follow the usual medical regime required for my condition.

- I confirm that the above information is true and accurate and authorise the Underwriter/Insurer to approach my GP and obtain any information they may require from my medical records.
- I declare that I am not waiting for investigation or referral, or the results of any investigation, medical treatment or surgical procedure, for any condition, whether diagnosed or undiagnosed.
- I declare that I am not receiving or waiting for inpatient medical treatment at a hospital, clinic or nursing home.
- I declare that I am not travelling with a terminal condition.

SIGNATURE	PLEASE PRINT NAME HERE	
DATE		

This section only needs to be submitted to the claim adjusters in the event of a claim.

This document is strictly confidential and no content is permitted to be shown, copied, extracted or forwarded to any third party without the prior written consent of MAPFRE Assistance or Cover-More Blue Insurance Services Limited.