



Business Travel Insurance **Policy**

| Retirement | Investments | Insurance | Health |



Useful telephone numbers

Customer Services

1800 940 515 or
+353 (0)1 440 1797

Call this number if your circumstances change and you need to update your policy or if you have a question.

Chubb Assistance

+353 (0)1 440 1790

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Aviva Business Travel Insurance Policy

PLEASE NOTE: Terms in bold have meanings given to them in the Definitions Sections which appear in Parts I and III of the Policy.

This is **Your** Business Travel Insurance Policy which together with **Your** Policy **Schedule** and the declarations affirmed by **You** is a contract between **You** and **Us**.

In return for payment of the **Premium, We** agree to insure **You** during the **Period of Insurance** in the manner and to the extent provided, and subject to the Policy Terms, Conditions and Exclusions.

The Policy **Schedule** shows the cover **You** have chosen.

Signed for and on behalf of **Us**



James Duncan
Authorised Official
For Chubb European Group Limited

Your right to cancel this Policy

If **You** are not satisfied with this Policy **We** will cancel it and refund any premiums you have paid. **We** will do this providing **You** ask **Us** to cancel the Policy within 14 days of purchase and have not begun the business trip (for which this insurance was intended). Cancelling the policy will mean that no cover under the Policy ever existed.

Reciprocal Health Declaration

If **You** intend travelling to countries within the European Economic Area (all EU countries plus Iceland, Liechtenstein, and Norway) **We** advise **You** to obtain an E111 form to take with **You** when **You** travel. For more information about the E111 form, contact the Department of Health

Department of Health and Children
Hawkins House
Hawkins Street
Dublin 2
Ireland

Tel: 01 - 635 4001
www.doh.ie

If **You** are travelling to a country outside the European Economic Area, **You** may be able to claim back some or all of the costs of any medical treatment you require – contact the Department of Health (details above) to find out more.

The information you provide

We fully accept **Our** responsibility to protect the privacy of customers and the confidentiality and security of information entrusted to them.

The information **You** provided when **You** took out **Your** policy, together with other information **You** provide at any later date, will be used by **Us** and **Our** group companies to help **Us** meet **Your** needs including supplying **You** with products and services **You** have requested, initially or at renewal, supplying **You** with information about additional products and services and improving **Our** products and services, and the operations of the Web Site. **We** may disclose **Your** information to **Our** service providers and agents for these purposes as well as any agents **You** have appointed to act on **Your** behalf.

It may also be used for the purpose of fraud prevention including passing details to other insurers and regulatory bodies.

Where **You** have provided information about another person in connection with the purchase and performance of this insurance policy **You** confirm that they have appointed **You** to act for them, that they have consented to the processing of their personal data, including sensitive personal data and they have consented to the transfer of their information abroad. **You** also agree to receive on their behalf any data protection notices from **Us**.

We may:

1. If **You** have given **Us** permission, contact **You** by mail, telephone or e-mail to let **You** know about any goods services or promotions that may be of interest to **You** and/or share **Your** information with organisations that are **Our** business partners.

You have the right to withdraw **Your** consent at any time and have **Your** details removed from future marketing programmes. It will help **Us** if **You** provide **Your** full name, postal address, and insurance policy. Please allow 40 days if **You** wish to have **Your** name removed from marketing programmes for **Your** request to become effective.

Please phone us on 1800 940 515
email: aviva.travelinsurance@chubb.com
or write to:

The Customer Service Manager
Chubb European Group Limited
5 Georges Dock
I.F.S.C. Dublin 1

2. Monitor and/or record **Your** communication with **Us** either ourselves or by reputable organisations selected by us, to ensure consistent servicing levels and account operation.

We will keep information about **You** only for so long as it is appropriate.

In accordance with **Your** Subject Access rights, if **You** ask **Us**, we will tell **You** what information we hold about **You** and provide it to **You** in accordance with applicable law. Any information which is found to be incorrect will be corrected promptly.

Claims Procedure

In the event of a **Claim** **You** can contact **Us** at anytime on 1800 940 515. If at all possible have **Your** policy number to hand.

Our dedicated team of claims handlers are available to take full details of **Your** loss and provide advice and assistance whatever the circumstances of **Your Claim**.

Complaints Procedure

If **You** are not satisfied with **Our** service, **You** can write to:

The Customer Service Manager
Aviva Travel Insurance
OSG
Merrion Hall
Strand Road
Dublin 4
Telephone: 01 440 1700
Fax: 01 440 1701
email: aviva.travelinsurance@chubb.com

We will need **Your** name, address and policy number.

If **You** are still not satisfied, **You** can ask the Financial Service Ombudsman Bureau of **Ireland** to investigate **Your** case. The address and phone number are given below:-

The Financial Service Ombudsman Bureau
3rd Floor
Lincoln House
Lincoln Place
Dublin 2

Lo Call: 1890 882090
Tel: 01 662 0899
Fax: 01 662 0890
Email: enquiries@financialombudsman.ie
Website: www.financialombudsman.ie

General Conditions

General Conditions to which this Policy is subject

This Policy, the **Schedule** and the declarations affirmed to **Us** at the time of application, 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.

If **You** are the victim of a **Hijack** the insurance provided by this Policy shall continue for a period not exceeding twelve months from the date of the **Hijack** to enable **You** to complete the original journey or to return to the **Ireland**.

You and **Us** agree that this Policy shall be governed and construed in accordance with the Law of **Ireland** alone shall have jurisdiction in any dispute.

PLEASE NOTE that **Specific Conditions** relevant to the individual Sections of this Policy are located and contained in the appropriate Section.

Claims Provisions

On the happening of any occurrence likely to give rise to a **Claim** under this Policy notice shall be given to the Claims Service Team, Aviva Claims Department, OSG, Merrion Hall, Strand Road, Sandymount, Dublin 4, 60 days or as soon as possible after the date of the occurrence.

You shall at **Your** own expense furnish to **Us** such certificates, information and evidence as **We** may from time to time reasonably require in the form prescribed by **Us**. **We** shall be allowed at its own expense, upon reasonable notice to **You**, to request a medical examination as appropriate. In the event of **Your** death, **We** will be entitled to have a post-mortem examination at its own expense where this is not prohibited by law.

No sum payable under this Policy shall carry interest 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 only from the date of final receipt of such certificates, information or evidence.

Where **You** or **Your** personal representatives do not comply with any obligation to act in a certain way specified in this policy **We** reserve the right not to pay a **Claim**.

If any **Claim** under this Policy shall be in any respect fraudulent or if any fraudulent means or devices shall be used by **You** or anyone acting on **Your** behalf or **Your** legal representatives to obtain benefit under this Policy **We** shall be under no liability in respect of such **Claim**.

Claims involving foreign currency will be converted into Euro at the selling rate of exchange published in the Financial Times on the day nearest to the date of the loss.

General Definitions

The following General Definitions are applicable to the Policy as a whole

Accident

shall mean a sudden unforeseen and fortuitous identifiable event and the word Accidental shall be construed accordingly.

Bodily Injury

shall mean injury which is caused solely by Accidental means and which independently of illness or any other cause within twenty-four calendar months from the date of the **Accident** results directly in **Your Death, Loss of Sight, Loss of Limb or Permanent Total Disablement** or in the incurring of **Medical Expenses**.

Chubb Assistance

shall mean the travel assistance and emergency medical and repatriation services organised by **Us**.

Claim(s)

shall mean a Single Loss or a series of losses **Due To** one cause within the terms of the policy.

Due To

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

Europe

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

Albania, although in Europe, is excluded from **Our** definition. If **You** wish to visit Albania or are likely to travel outside the countries specified **You** need **Our** Worldwide cover.

Hijack

shall mean unlawful seizure or control of an aircraft or conveyance in which **You** are travelling as a passenger.

Hospital

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

Immediate Family Member

shall mean **Your Partner**, or the grandchild, child, brother, sister, parent, or grandparent of **You** or **Your Partner**, or anyone noted as next of kin on any legal document, all of whom must be resident in the **Ireland**

In-patient

shall mean **You** must have gone through the full admission procedure to a **Hospital**, a clinical case record must have been opened for **You** and **Your** admission was necessary for the medical care and treatment of an injury or illness and not merely for any form of nursing, convalescence, rehabilitation, rest or extended care.

Ireland

shall mean the island of **Ireland** and its islands except Northern Ireland; of or pertaining to **Ireland**.

Journey

shall mean the single trip as described in the **Schedule** of Benefits undertaken by **You**. The **Journey** must be primarily for business purposes, but may incorporate up to a maximum of 5 days of incidental leisure travel devoted entirely to pleasure, rest, or relaxation.

Where a **Journey** continues beyond the expiry of the **Period of Insurance**, cover ceases on the last date of cover indicated on the Policy **Schedule**.

Partner

1. **Your** spouse.
2. **Your** civil partner registered pursuant to the Civil Partnership and Certain Rights and Obligations of Cohabitants Act 2010; or
3. **Your** 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 **You** 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 you have been living for at least three months as though they were your spouse or civil partner.

Period of Insurance

shall mean:

- i) In respect of Cancellation Cover - the period beginning l) when a business trip is booked if this policy is in force at the time of booking, or ii) on the date when **You** purchased this policy shown as 'Effective from:' in the Policy **Schedule** - and ending when the business trip begins.
- ii) In respect of all other covers - the period beginning when **You** leave your home or place of business whichever is last and ending a) on return to **Your** home or place of business whichever is first or b) at 24.00 on the last day of the trip duration shown in the Policy **Schedule** whichever is sooner.

Premium

shall mean the amount shown on the Policy **Schedule** in respect of the specified **Period of Insurance**.

Qualified Medical Practitioner

shall mean a doctor or specialist who is registered or licensed to practice medicine under the laws of the country in which they practice.

Schedule

shall mean the document showing **Your** personal details, the details of the policy, the cover **You** have chosen and the **Period of Insurance**.

Specially Designated List

means names of a person, entities, groups, corporate specified on a list who are subject to as trade or economic sanctions or other such similar laws or regulations of the United States of America, United Nations, European Union or United Kingdom.

Specific Conditions, Specific Exclusions and Specific Definitions

shall mean those conditions, exclusions and definitions more particularly stated in the sections to which they specifically apply.

War

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

We, Our, Us

Chubb European Group Limited, of or pertaining to Chubb European Group Limited.

You; Your

shall mean the Policyholder shown in the Policy **Schedule** who must be resident in the **Ireland**; of or pertaining to the Policyholder shown in the Policy **Schedule**.

PLEASE NOTE that **Specific Definitions** relevant to the individual Sections of this Policy are located and contained in the appropriate Section.

General Exclusions

The following General Exclusions are applicable to the Policy as a whole

We shall not be liable for any **Bodily Injury**, loss or expense where:

- at the time this Policy was applied for or at any later date on which a **Journey** is booked **You** were aware of any reason why the **Journey** might be cancelled or curtailed.
- at the time this Policy was applied for either **You** or **Your Immediate Family** is receiving or is on a waiting list for in-patient treatment at a **Hospital** or nursing home or have been given a terminal prognosis.
- **You** work in any of the following trades:
 - Construction (e.g. jobbing builders, maintenance companies, groundwork contractors, bricklayers, roofers, road layers, motorway maintenance and tunnel/pipe/cable layers)
 - Foundry/Steelworks (i.e. involved in the manufacture of raw materials)
 - Window Cleaners (Domestic or General)
 - Forestry/Sawmill
 - Mining (both opencast and quarrying)
 - Police/Fire/Ambulance Services
 - Professional Sportspeople and Entertainers (where your livelihood depends on your being able to participate in sports, athletics or entertainment.)
 - Abattoirs and Slaughterhouses
 - Aircrew
 - Agricultural and Horticultural work
 - Farming and Fish Farming
 - Trawler Men/Women
 - Media Groups

We shall not be liable for any **Bodily Injury**, loss or expense resulting from:

- **You** participating in aerial pursuits or sports including but not limited to: ballooning, bungee-jumping, gliding, hang-gliding, microlighting, parachuting, paragliding or parascending

- **You** engaging in aviation as a pilot or crewmember of a fixed wing or rotary propelled aircraft.
- **You** participating in or training for: mountaineering requiring the use of ropes or guides; potholing; any organised sporting holiday or trip; travelling on a motorcycle over 125cc; competitive winter sports including, but not limited to ski or ski bob racing, mono skiing, ski jumping, ski boarding, ice hockey, or the use of bobsleighs or skeletons; racing of any kind (except for racing on foot); scuba diving to depths in excess of 30 metres; and speed or endurance tests
- **You** committing or attempting to commit suicide or intentionally inflicting self- injury.
- **You** being a full time member of the armed forces of any nation or international authority or a member of any Reserve Forces called out for Permanent Service.
- **War** or any act of **War**, whether **War** is declared or not,
- **You** travelling to a country which is or whose armed forces are engaged in **War** within its own borders where that part of a **Journey** commences after the outbreak of such **War**.

Any claims arising directly or indirectly from, caused by, a consequence of, arising in connection with or contributed to by any of the following:

- any loss or expenses with respect to Cuba or a specially designated person, entity, group or company on the **Specialty Designated List** or which if reimbursed or paid by the Company would result in the Company being in breach of trade or economic sanctions or other such similar laws or regulations.
- arising out of or relating to any travel to, from or in Cuba or any travel which starts, ends or has a scheduled stop in Cuba;
- arising out of or relating to any **Person Insured** whose main residence is in Cuba; and/or
- Misuse of alcohol/drugs

Medical

- a) **You** drinking too much alcohol, alcohol abuse or alcohol dependency. **We** do not expect **You** to avoid alcohol on **Your Journey**, but **We** will not cover any claims arising because **You** have drunk so much alcohol that **Your** judgement is seriously affected and **You** need to make a claim as a result (for example, any medical claim where in the opinion of the treating doctor, excessive alcohol consumption has caused the bodily injury);
 - b) Drugs ingested by **You** except for drugs which are properly prescribed; and
 - c) **You** driving a vehicle of any kind whilst the alcohol level in **Your** blood exceeds the legal limit of the country where **You** are driving.
- which would result in the Company being in breach of United Nations resolutions or trade or economic sanctions or other laws of the European Union, United Kingdom, **Ireland** or United States of America.

You should contact **Our** Customer Services Team on 1800 940 515 for clarification of Policy cover for travel to countries which may be subject to United Nations resolutions or trade or economic sanctions or other laws of the European Union, United Kingdom, **Ireland** or United States of America

PLEASE NOTE that **Specific Exclusions** relating to the individual Sections of this Policy are located and contained in the appropriate Section.

Medical Expenses

If during **Your Journey** **You** become ill or sustain injury **We** will indemnify **You** in respect of **Medical Expenses** up to €5,000,000.

Specific Definition applicable to this Section **Medical Expenses** shall mean all reasonable costs necessarily incurred within 12 months outside **Ireland**, and country of domicile for **Hospital**, nursing home, ambulance, surgical or other diagnostic or remedial treatment given or prescribed by a **Qualified Medical Practitioner**.

Supplementary Travel and Accommodation Expenses

If during **Your Journey** **You** become ill or sustain injury **We** will indemnify **You** in respect of **Supplementary Travel and Accommodation Expenses** up to a maximum of €15,000.

Specific Definition applicable to this Section **Supplementary Travel and Accommodation Expenses** shall mean reasonable additional costs necessarily incurred:

- for travel and accommodation incurred in returning to the **Ireland**.
- for travel and accommodation of up to two relatives, friends or close business associates who on medical advice from a **Qualified Medical Practitioner** are advised to travel to or remain with **You**.
- for funeral expenses incurred in **Your** burial or cremation outside of the **Ireland**, or country of domicile and costs of transportation of **Your Personal Belongings** (as defined in the **Personal Belongings** Section) back to the **Ireland**, or country of domicile.
- in transporting **Your** body or ashes and **Personal Belongings** (as defined in the **Personal Belongings** Section) back to the **Ireland**, or country of domicile (excluding funeral and interment costs.)

Emergency Repatriation Expenses

If during **Your Journey**, **You** become ill or sustain injury **We** will indemnify **You** in respect of **Emergency Repatriation Expenses**.

Specific Definition applicable to this Section **Emergency Repatriation Expenses** shall mean all reasonable costs necessarily incurred in repatriating **You** to the most suitable **Hospital** or to the **Your** home address in the **Ireland**, or country of domicile provided that such repatriation is:

- medically necessary and organised by **Chubb Assistance** and subject to:
 - **Chubb Assistance** being informed immediately or as soon as reasonably possible of any emergency that may potentially give rise to a **Claim**.
 - **You** or others on **Your** behalf not making or attempting to make arrangements without the involvement and/or agreement of **Chubb Assistance**.
 - any repatriation being organised by **Chubb Assistance** by the most appropriate method including, if necessary, the use of air services and arranging for qualified medical staff to accompany **You** if required.
 - full reimbursement to **Us** by **You** of all costs incurred in the event of repatriation services being provided by **Chubb Assistance** in good faith where cover may not have been operative for whatever reason.

If in the 12 months immediately following emergency repatriation to the **Ireland**, **You** require ongoing medical treatment as an **In-patient**, **We** will indemnify **You** for up to €5,000 in respect of reasonable and necessary medical expenses as required and arranged by **Chubb Assistance**.

In-patient Benefit

If during **Your Journey** and within the **Period of Insurance** **You** become ill or sustain injury

and are confined as an **In-patient** to a **Hospital** outside of the **Ireland**, or country of domicile **We** will pay **You** €50 for each complete 24- hour period of confinement up to a maximum of €2,000.

Specific Exclusions applicable to this Section **We** shall not be liable for:

- any expenses incurred where a **Journey** is undertaken against the advice of a **Qualified Medical Practitioner** or where the purpose of the **Journey** is to receive medical treatment or advice.
- any expenses which are recovered from any other insurance policy or national insurance programme which is applicable to **You**.
- any expenses incurred after twelve months:
- immediately following emergency repatriation to the **Ireland**, in respect of on-going medical treatment as an **In-patient**
- from the date of the incurring of the first expense in respect of other expenses.
- any expenses incurred as a result of pregnancy or childbirth within three months of the expected date of delivery.
- any expenses incurred after the expiry of the **Period of Insurance** during which **You** attain the age of sixty-five years.
- dental or optical other than those incurred in providing the minimum treatment necessary to relieve pain and discomfort for the duration of the **Journey**.
- the first €40 of each and every **Claim** except for those relating to **In-patient** Benefit.
- treatment which in any way arises from or is attributable to any Human Immunodeficiency Virus infection or related syndrome.
- any expenses incurred as the result of treatment to a child under the age of six months who has been born outside of the **Ireland**, the or country of domicile during a **Journey**.

Personal Property and Business Equipment

Personal Belongings

If during **Your Journey You** sustain loss of or damage to **Personal Belongings** during **Your Journey We** will indemnify **You** in respect of such loss or damage up to €2,500.

Specific Definition applicable to this Section

Personal Belongings shall mean personal articles which are **Your** property or for which **You** are responsible but excluding Business Equipment and are taken on or acquired during the **Journey**.

Personal Belongings Delay

If during **Your Journey** all or part of **Your Personal Belongings** are lost or temporarily mislaid or delayed for more than four hours during a **Journey We** shall reimburse up to €500 for the purchase of essential items of replacement clothing or toilet requisites.

Any amounts paid under **Personal Belongings** Delay will be deducted from any subsequent amounts payable under **Personal Belongings** in respect of the same loss.

Business Equipment

If during **Your Journey You** sustain loss of or damage to Business Equipment during a **Journey We** will indemnify **You** in respect of such loss or damage up to €1,000.

Specific Definition applicable to this Section

Business Equipment shall mean any articles which are the property of the **You** or **Your** employer and for which **You** are responsible which are taken on or acquired during **Your Journey**.

Specific Exclusions applicable to this Section

We shall not be liable for:

- more than €500 for any one article, pair or set in respect of **Personal Belongings** or Business Equipment.
- vehicles or their accessories. loss or damage **Due To**:

- moth, vermin, wear and tear, atmospheric or climatic conditions or gradual deterioration.
- inherent mechanical or electrical failure, breakdown or derangement.
- any process of cleaning, restoring, repairing or alteration.
- more than a reasonable proportion of the total value of a pair or set where the lost or damaged article is part of a pair or set.
- loss not reported to the police within twenty-four hours of discovery and a report obtained.
- loss or damage occurring in the custody of an airline or other transport carrier unless reported immediately upon discovery and in the case of an airline a Property Irregularity Report obtained.
- loss **Due To** confiscation or detention by customs or any other authority. any items of household furniture, appliances or equipment.
- any article more specifically insured or recoverable under any other insurance.
- the first €40 of each and every **Claim** for **Personal Belongings**.
- the first €100 in respect of each and every **Claim** for Business Equipment.

Specific Conditions applicable to this Section

- **You** shall take all reasonable precautions for the safety of any insured article.
- On the happening of any loss or damage **We** shall be entitled to take and keep possession of any article and to deal with salvage in a reasonable manner.
- at its own option to repair or replace any article for which it is liable.
- In the event of total loss or destruction of any article:
 - of **Personal Belongings** not more than two years old at the date of loss the basis of settlement shall be the cost of replacing the article as new provided that the replacement article is substantially the same but not better

- than the original article when new.
of Business Equipment regardless of the date of purchase and of **Personal Belongings** purchased/acquired two years or more prior to the date of loss or any article the age of which cannot be proven by **You** the basis of settlement shall be the cost of the original article when new less a consideration for wear, tear and depreciation.

Money

Money

If during **Your Journey**, or in the seventy-two hours immediately prior to commencement or subsequent to completion of **Your Journey**, **You** sustain loss of or damage to **Money We** will indemnify **You** in respect of such loss up to €500.

Specific Definition applicable to this Section

Money shall mean coins, bank notes, postal or money orders, signed travellers cheques and other cheques, letters of credit, travel tickets, petrol coupons or other prepaid coupons or other prepaid coupons which belong to **You** or are in **Your** custody or control and are intended for travel, meals, accommodation and personal expenditure only.

Credit Card Misuse

If during **Your Journey** **You** sustain financial loss as a direct result of a credit, charge or bankers card being lost or stolen during **Your Journey** and it is subsequently used fraudulently by any person other than **You** or a member of **Your** family, **We** will indemnify **You** for such loss up to a maximum of €1,000.

Provided that the **You** have fully complied with all terms and conditions under which such card has been issued.

Emergency Passport Replacement

If during **Your Journey** **You** sustain loss of or damage to **Your** passport **We** will indemnify **You** in respect of fees charged by the appropriate Consular, Visa and/or Passport Office and any additional travel or accommodation expenses incurred in obtaining any official temporary travel documents or replacement passport and/or visa whilst outside of the **Ireland**, or country of domicile up to a maximum of €500.

Specific Exclusions applicable to this Section

We shall not be liable for:

- loss not reported to the police and/or appropriate authorities within twenty-four hours of discovery.

Disruption

- loss **Due To** confiscation or detention by customs or any other authority.
- loss **Due To** devaluation of currency or shortages **Due To** errors or omission during monetary transactions.
- more than €500 in respect of coins and/or bank notes.
- promotional vouchers or awards or any goods or services obtained through the conversion of such vouchers or awards.
- the first €40 of each and every **Claim for Money**

Specific Conditions applicable to this Section

The Insured Person shall take all reasonable precautions for the safety of any **Money**, credit, charge or bankers cards and passport.

Cancellation

If **You** are forced to cancel any part of **Your Journey** prior to the commencement of that **Journey** as the direct and necessary result of any cause outside of **Your** control **We** will indemnify **You** in respect of **Cancellation expenses** incurred up to €5,000.

Specific Definition applicable to this Section

Cancellation expenses shall mean loss of deposits, or charges for advance payments for travel or accommodation or other charges which have not or will not be used, but which become forfeit or payable under contract.

Curtailed and Alteration to Itinerary

If **You** are forced to curtail or alter the itinerary of any part of **Your** planned **Journey** during the course of that **Journey** **We** will indemnify **You** in respect of **Curtailed and Alteration to Itinerary expenses** incurred up to €5,000.

Specific Definition applicable to this Section

Curtailed and Alteration to Itinerary expenses shall mean:

- loss of deposits, or charges for advance payments for travel or accommodation or other charges which have not been and will not be used, but which become forfeit or payable under contract.
- additional travel and accommodation expenses resulting from:
- **You** becoming ill or sustaining injury.
- the death, injury or illness of a member of **Your Immediate Family** or close business colleague.
- **You** being compulsorily quarantined, subpoenaed or Hijacked or being called to jury service.
- cancellation or curtailment of scheduled public transport services consequent upon strike, riot or civil commotion.
- **You** deciding to return to the **Ireland**, the Channel Islands or the Isle of Man as a result of death, injury or illness necessitating the return of a close business associate, with whom **You** have made the **Journey**, to the **Ireland**.

- **You** home or place of business becoming uninhabitable following fire, storm, flood, theft, subsidence or malicious damage.

Rearrangement

If **Your Journey** is curtailed as a result of:

- **You** becoming ill or sustaining injury
- the death, injury, or illness of a member of **Your Immediate Family** or close business colleague
- **You** being compulsorily quarantined, subpoenaed or Hijacked or being called to jury service,
- cancellation or curtailment of scheduled public transport services consequent upon strike, riot or civil commotion
- **Your** home or place of business becoming uninhabitable following fire, storm, flood, theft, subsidence or malicious damage

We will indemnify **You** in respect of **Rearrangement expenses** up to €5,000.

Specific Definition applicable to this Section

Rearrangement expenses shall mean all reasonable costs incurred in transporting **You** to complete the **Journey** provided that such costs shall be limited to economy fare travel and other essential expenses in transporting **You** to the point at which **Your** original **Journey** was curtailed. The **Journey** must be continued within six months of the original curtailment.

Specific Exclusions applicable to this Section

We shall not be liable for:

- any expenses where a **Journey** is undertaken against the advice of a **Qualified Medical Practitioner**.
- any expenses incurred as a result of pregnancy or childbirth within one month of the expected date of delivery.
- any expenses incurred after **You** attain the age of sixty-five years.
- any costs or charges paid or discharged by the use of promotional vouchers or awards of any description.
- any expenses incurred as a result of the default of any transport or

accommodation provider or their agent or of any person acting as **Your** agent or organiser.

Replacement

If during a **Journey You** become ill or sustain injury which in the opinion of a **Qualified Medical Practitioner** causes or is likely to cause total disablement from continuing the **Journey** for a period in excess of seven days **We** will indemnify **You** in respect of **Replacement expenses** up to €3,000.

Specific Definition applicable to this Section

Replacement expenses shall mean all reasonable costs necessarily incurred in sending a substitute employee to complete **Your Journey** provided that such costs shall be limited to economy fare travel and other essential expenses incurred in the transportation of the substitute employee.

Specific Exclusions applicable to this Section

We shall not be liable for:

- any expenses where **Your Journey** is undertaken against the advice of a **Qualified Medical Practitioner**.
- any expenses incurred as a result of pregnancy or childbirth within one month of the expected date of delivery.
- any expenses incurred after **You** attains the age of sixty-five years.
- any costs or charges paid or discharged by the use of promotional vouchers or awards of any kind.

Personal Injury

If during the **Journey** and **Period of Insurance** an **Accident** occurs and causes **You Bodily Injury We** will pay €50,000 for:

- Accidental Death
- **Loss of Sight** in both eyes
- **Loss of Sight** in one eye
- Loss of two or more Limbs
- Loss of one Limb
- Loss of one Limb and Sight in one eye
- **Permanent Total Disablement**

The total benefit payable shall not exceed the maximum amount of €50,000 for **You** in respect of any one **Accident**.

Any contributory degenerative condition or disability known by **You** to be in existence at the time of sustaining **Bodily Injury** will be taken into account by **Us** in assessing whether benefits are payable.

Specific Definitions applicable to this Section **Loss of Sight** shall be deemed to have occurred:

- in both eyes when **Your** name has been added to the Register of Blind Persons on the authority of a qualified ophthalmic specialist.
- in one eye when the degree of sight remaining after correction is 3/60 or less on the Snellen Scale (which means **You** are only able to see at 3 feet that which they should normally be able to see at 60 feet) and **We** are satisfied that the condition is permanent and without expectation of recovery.

Loss of Limb shall mean: - in respect of:

- an arm - physical severance or total loss of use at or above the wrist joint; and
- a leg - physical severance or total loss of use above the level of the ankle (talo-tibial joint).

Permanent Total Disablement shall mean disablement which has lasted for at least twelve months and which in the opinion of **Us** is beyond hope of recovery and shall in all probability continue for the remainder of the **Your** life and result in **Your** inability to perform or give attention to **Your** usual occupation.

Disappearance

If **You** disappear and after a suitable period of time it is reasonable for the Police or registration authorities to believe that **You** have died as a result of **Bodily Injury**, the Death Benefit shall become payable subject to a signed undertaking given by **Your** legal beneficiary or that if the belief is subsequently found to be wrong such Death Benefit shall be refunded to **Us**.

Exposure

If **You** suffer **Bodily Injury** as a result of unavoidable exposure to the elements **We** will consider it as having been caused by an **Accident**.

Specific Exclusions applicable to this Section

We shall not be liable if **Bodily Injury**:

- results from **You** suffering from sickness or disease not directly resulting from **Bodily Injury**.
- is suffered after **You** attain the age of sixty-five years.

We shall not be liable for disabilities arising from:

- Repetitive Stress (Strain) Injury or Syndrome or any gradually operating cause.
- Post Traumatic Stress Disorder or any psychological or psychiatric condition.

Personal Liability

If **You** become legally liable to pay damages in respect of:

- accidental bodily injury (which shall include death illness and disease) to any person
- accidental loss of or damage to material property

occurring during the **Period of Insurance** and arising out of the **Journey**, **We** will indemnify **You** for all such damages payable in respect of each occurrence or a series of occurrences arising directly or indirectly from one source or original cause up to €2,000,000.

We will also pay:

- all costs and expenses recoverable by a claimant from **You**.
- all costs and expenses incurred with the **Our** written consent.
- solicitors' fees for representation at any coroner's inquest or fatal accident enquiry or in any Court of Summary Jurisdiction.

Provided 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 above are deemed to be included in the Limit of Indemnity.

Specific Exclusions applicable to this Section

This Section does not apply to liability in respect of:

- bodily injury to any person who is under a contract of service or apprenticeship with **You** when such injury arises out of and in the course of their employment by **You**.
- loss of or damage to property belonging to or held in trust for **You**.
- bodily injury loss or damage caused directly or indirectly in connection with the ownership, possession or use by **You**, **Your** servants or agents of:
 - mechanically propelled vehicles
 - aircraft, hovercraft, watercraft (other than non mechanically powered

watercraft less than 30 feet in length used on inland waters).

- firearms (other than sporting guns).
- bodily injury loss or damage arising directly or indirectly in connection with:
 - the ownership, possession or occupation of land or buildings, immobile property or caravans, but this Exclusion will not apply to any hotel bedroom occupied by **You** in the course of the **Journey**.
 - any wilful or malicious act.
 - the carrying on of any trade, business or profession.
- any liability assumed by **You** under any contract or agreement unless such liability would have attached in the absence of such contract or agreement.
- any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
 - ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - the radioactive toxic explosive or other hazardous properties of any nuclear assembly or nuclear components thereof.
- any liability directly or indirectly occasioned by the happening through or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
- the cost of punitive or exemplary damages.

Specific Conditions applicable to this Section

No admission, offer, promise or indemnity shall be made without **Our** consent which shall be entitled to take over and conduct in **Your** defence or settlement of any **Claim** or to prosecute in **Your** name for its own benefit any **Claim** for indemnity or damages or otherwise and shall have full discretion in the

Overseas Legal Expenses and Advice

conduct of any proceedings and in the settlement of any **Claim** and **You** 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 **You** shall have notice of any prosecution or inquest in connection with any circumstances which may give rise to liability under this Section.

We may at any time pay to **You** in connection with any **Claim** or series of claims the amount shown in the **Schedule** of Benefits (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 such payment.

You will be subject to the terms, **Specific Exclusions** and **Specific Conditions** of this Section. If at the time of the happening of any occurrence covered by this Section there is any other existing insurance whether effected by **You** or not covering the same liability **We** shall not be liable to indemnify **You** in respect of such liability except so far as concerns any excess beyond the amount which would have been payable under such other insurance had this Section not been effected.

If during the **Period of Insurance** an accident occurs during a **Journey** and causes death, illness or bodily injury to **You**, **We** will indemnify **You** up to €25,000 in respect of legal costs and expenses directly incurred for legal proceedings for compensation and/or damages.

In the event that a court abroad requires **You** to attend in connection with an event giving rise to an action under this Section, **We** will also indemnify the **You** in respect of additional travel expenses.

Specific Definition applicable to this Section **Legal Representatives** shall mean the solicitor, lawyer, advocate or other appropriately qualified consultant appointed to act on behalf of **You** and the Administrators.

Outside the European Community, the Administrators shall at all times have complete control over the legal proceedings and the selection, appointment and control of **Legal Representatives**. Within the European Community **You** do not have to accept the **Legal Representative** chosen by the Administrators. However, both the **Legal Representatives** and **You** must co-operate fully and keep the Administrators continually informed of all material developments.

The Administrators will also provide telephone advice, guidance and assistance on any legal problem which arises in connection with the **Journey**. This service is available from when the **Journey** commences until 7 days after completion of the **Journey**.

Chubb Assistance

Specific Exclusions for this Section

The Administrators will not pay:

- for legal costs or expenses which are also awarded to **You** by a court even if these are incorporated (explicitly or not) in a general award or an award for damages. When this happens and the Administrators have already paid part or all of the **Claim** for legal costs or expenses under this endorsement, **You** must reimburse the Administrators.
- for legal costs or expenses which **You** incur for any **Claim** brought against a tour operator, travel agent, carrier, **Us** or the Administrators.
- for legal costs or expenses which **You** incur before receiving written agreement unless such costs would have been incurred subsequent to the acceptance by the Administrators.
- for any **Claim** reported to the Administrators more than 90 days after the beginning of the incident which leads to the **Claim**.
- for any **Claim** where it is the opinion of the Administrators 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.
- for actions pursued in order to obtain satisfaction of a judgement or legally binding decision.

Travel Information

During a **Period of Insurance You** may call **Chubb Assistance** for pre-travel information on:

- Business and social customs.
- Political situations.
- Medical advice and medical facilities overseas.
- Health precautions, including vaccinations.
- Visa and entry permit requirements.
- Currency.
- Banking hours.
- Time zones.
- Climate.
- Driving restrictions.

Travel Assistance

If during **Your Journey You** require medical or personal assistance or advice during a **Journey You** may call **Chubb Assistance** in respect of:

- Medical
- Medical advice, referral or treatment.
- Emergency repatriation.
- Local payment of **Hospital** bills.
- Replacement of essential maintenance medication or drugs.
- Personal
- Replacement of lost or stolen passport, tickets, or other travel documents.
- Cancellation of lost or stolen credit, charge or bankers cards or travellers cheques.
- Advance of emergency funds up to €100.
- Forwarding essential business documents and urgent messages - all charges for which will be **Your** sole responsibility.
- The tracking of lost luggage
- Legal Advice.
- The provision of interpreters at business meetings or the translation of documents - all charges for which will be **Your** sole responsibility.

In addition to this policy document, **You** will have received a further electronic .pdf document bearing details of **Chubb Assistance** cards and the telephone number to contact for all of the Travel Information and Travel Assistance services available.

The Irish Insurance Federation

We are a member of the Irish Insurance Federation. The Federation, representing the insurance industry and working closely with the Central Bank of Ireland in seeking to promote a fair and open, consumer-driven market, has agreed a minimum set of standards for member companies' dealings with their customers resident in **Ireland**.

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International Financial Services Centre
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Customer Service and Claims Centre

Aviva Travel Insurance

OSG

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e-mail: aviva.travelinsurance@chubb.com

<http://aviva.chubbinsured.com/ie/travel/>

Aviva Travel Insurance is arranged by Aviva Direct Ireland Limited and underwritten by Chubb European Group Limited.

Underwriter

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