



Health+ Travel Insurance **Policy**

| Retirement | Investments | Insurance | Health |



Welcome

Aviva Health+ Travel Insurance

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

Aviva Travel Insurance is underwritten by Chubb European Group SE. This **Holiday** Plus Travel Insurance Policy is only available if **You** already have **Private Medical Insurance** in force covering all **Persons Insured** under this Policy at the time of purchasing cover and continuously throughout the duration of any **Holiday**.

If **You** have any questions please call Aviva Travel Insurance on 1800 940 515 from within **Ireland** or +353 (0)1 440 1797 from outside **Ireland** or e-mail: aviva.travelinsurance@chubb.com

This is **Your Holiday** Plus Travel Insurance Policy which, together with **Your** Policy Schedule and the information supplied in **Your** application, is a contract between **You** and **Us**.

In return for payment of the premium, **We** agrees to insure **You** and, if **You** have asked **Us** to, **Your Partner** and/or **Children** 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 and the Policy shows the most **We** will pay for each benefit.



James Duncan
Authorised Official
For Chubb European Group SE

Contents

Useful telephone numbers	4
Advice for Travellers	5
The information you provide	6
<hr/>	
PART I	
1.1 Definitions	7
1.2 Holidays Covered	9
1.3 Holidays Not Covered	10
1.4 Persons Insured	10
1.5 When cover operates for a Holiday	10
1.6 Claims Conditions	11
1.7 Making a Claim	11
1.8 Health Declaration	12
<hr/>	
PART II	
Chubb Assistance	13
<hr/>	
PART III	
Section 1. Medical and Additional Expenses	15
Section 2. Hospital Benefit	16
Section 3. Cancellation and Curtailment	16
Section 4. Travel Delay	18
Section 5. Missed Departure	18
Section 6. Personal Accident	19
Section 7. Personal Property	19
Section 8. Money and Credit Cards	22
Section 9. Loss of Passport/ Driving Licence Expenses	23
Section 10. Hijack	23
Section 11. Personal Liability	23
Section 12. Overseas Legal Advice & Expenses	25
Section 13. Pet Care	28
Section 14. Winter Sports	28
Section 15. Car Hire Excess Cover	29
<hr/>	
PART IV	
4.1 General Exclusions	32
4.2 General Conditions	34
4.3 Claims Provisions	34
4.4 Ending or changing Your cover	36
4.5 Automatic ending of cover	37
<hr/>	
Complaints Procedures	38
European Online Dispute Resolution Platform	38
<hr/>	

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

Advice for Travellers

Reciprocal Health Agreements

EEA

If **You** intend travelling to countries within the European Economic Area (all EU countries plus Iceland, Liechtenstein, and Norway)

We advise **You** to obtain a European Health Insurance Card (EHIC) to take with **You** when **You** travel. For more information about the EHIC, contact **Your** local Post Office or the Department of Health:

Department of Health and Children
50-58, Miesian Plaza
Baggot St. Lower
Dublin
D02 XW14
health.gov.ie

Please visit website below for further information website: <https://www2.hse.ie/services/ehic/ehic.html>

Australia

If **You** intend travelling to Australia and **You** are an **Irish** passport holder or otherwise eligible, **You** MUST register with Medicare if **You** require medical treatment there. (**You** can do this on arrival or after **You** have had treatment. Some treatment charges may be partially refunded by the Medicare scheme and **You** should try to make **Your Claim** while **You** are still in the country). If **You** do not, **We** may reject **Your** claim or reduce the amount **We** pay **You**.

Rest of the World

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

Travel Advice Unit of the Department of Foreign Affairs

The Travel Advice Unit of the Department of Foreign Affairs 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 **Person Insured** is strongly advised to contact the DFA's before travelling.

This Policy does not cover any **Holidays** involving travel to areas where the Department of Foreign Affairs allocates a security status of 'Avoid non-essential travel' or 'Do not travel'. If **You** are not sure whether there is a travel warning for **Your** destination, please check their visit www.dfa.ie

The information you provide

We use personal information which **You** supply to **Us** in order to write and administer this Policy, including any claims arising from it.

This information will include basic contact details such as **Your** name, address, and policy number, but may also include more detailed information about **You** (for example, **Your** age, health, details of assets, claims history) where this is relevant to the risk **We** are insuring, services **We** are providing or to a claim **You** are reporting.

We are part of a global group, and **Your** personal information may be shared with **Our** group companies in other countries as required to provide coverage under **Your** policy or to store **Your** information. **We** also use a number of trusted service providers, who will also have access to **Your** personal information subject to **Our** instructions and control.

You have a number of rights in relation to **Your** personal information, including rights of access and, in certain circumstances, erasure.

This section represents a condensed explanation of how **We** use **Your** personal information. For more information, **We** strongly recommend **You** read **Our** user-friendly Master Privacy Policy, available here: <https://www.chubb.com/ie-en/footer/privacy-policy.aspx>. **You** can ask **Us** for a paper copy of the Privacy Policy at any time, by contacting **Us** at <mailto:dataprotectionoffice.europe@chubb.com>.

PART I

1.1 Definitions

The following words and phrases will always have the same special meaning wherever they appear in the Policy in bold type and starting with a capital letter. Additional Definitions appear in Sections 6, 7, 8 and 12.

€
Euro(s).

Abroad
Outside Ireland.

Accident
A sudden identifiable violent external event that happens by chance and which could not be expected; or unavoidable exposure to severe weather conditions.

Cancellation Costs
Costs for unused travel and/or accommodation (including ski hire, ski school and ski lift passes if **Winter Sports** are shown as covered on the Policy Schedule) which a **Person Insured** has paid or is contracted to pay and which cannot be recovered from any other source.

Child, Children
Your offspring and the offspring of **Your Partner**, extending to include a step child or children and a legally adopted child or children, each of whom must be:

- Under 18 years old (or under 23 years old if still in full-time education) on the date **You** purchase cover; and
- Dependent on **You** or **Your Partner** even if he or she does not live with either of **You**; and
- Unmarried or living with a **Partner**.

Chubb Assistance

- The telephone advice, information and counselling services; and or
- The travel assistance and emergency medical and repatriation services, arranged by **Us**.

Claim(s)
Single loss or a series of losses **Due To** one cause covered by this Policy.

Communicable Disease
Means an illness or disease that may be transmitted directly or indirectly by one person to another due to a virus, bacteria or other microorganism.

Curtail, Curtailed, Curtailment
Cut short/cutting short **Your Holiday**

Doctor
A doctor or specialist, registered or licenced to practise medicine under the laws of the country in which they practise who is neither:

- A **Person Insured**; or
- A relative of a **Person Insured** unless approved by **Us**.

Due To
Directly or indirectly caused by, arising or resulting from, in connection with.

Europe
Andorra, Austria, Belarus, Belgium, Bosnia-Herzegovina, Bulgaria, Canary Islands, Croatia, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, **Ireland** (annual cover only) Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Madeira, Mediterranean Islands (including Majorca, Menorca, Ibiza; Corsica, Sardinia, Sicily, Malta, Gozo, Crete, Rhodes and other Greek Islands, Republic of 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.

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

Excess

The first €90 of any **Claim** which each **Person Insured** must pay except for

- a) A loss of deposit only **Claim** when the Excess is the first €10 of any **Claim**; or
- b) A **Claim** for medical and additional expenses in European Union countries where a reduction is obtained using a European Health Insurance Card, no excess will apply.

Hijack

The unlawful seizure or taking control of an aircraft or other means of transport in which a **Person Insured** is travelling as a passenger.

Hijackers

The perpetrators of a **Hijack**.

Holiday, Holidays

Trip(s) devoted entirely to pleasure, rest, or relaxation, where travel begins and ends in **Ireland**.

Immediate Family

Your Partner or fiancé(e) or the grandchild, **Child** (including fostered and adopted children), brother, sister, parent, grandparent, grandchild, step-brother, step-sister, step-parent, parent-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, aunt, uncle, nephew, niece of **You** or **Your Partner**, or anyone noted as next of kin on any legal document.

Ireland, Irish

The island of Ireland and its islands except Northern Ireland; of or pertaining to Ireland.

Parent or Legal Guardian

A person with parental responsibility, or a legal guardian, both being in accordance with **Irish** law.

Partner

- a. **Your** spouse; or
- b. Someone of either sex with whom **You** have been living with for 3 months as

though they were **Your** spouse or civil partner.

Period of Insurance

For annual multi-trip cover:

The period of cover between and inclusive of the dates shown as Effective From: and To: on the Policy Schedule commencing at 00.01 or any later time the Policy Schedule is issued on the earlier date shown and finishing at 24.00 on the later date shown.

For single trip cover:

The period of cover commencing at 00.01 or any later time the Policy Schedule is issued and ending either when **You** arrive at **Your** return destination in **Ireland**, or at the end of the trip duration shown on **Your** Policy Schedule, whichever is sooner. Dates refer to Local Standard Time at **Your** address as shown in the Policy Schedule.

Person(s) Insured

You, **Your Partner** and **Children** if they are shown as insured on the Policy Schedule.

Private Medical Insurance

A health insurance contract as defined in the Irish Health Insurance Acts, underwritten by either the Voluntary Health Insurance Board, Aviva Health, Laya Healthcare or Glo Health, which incorporates cover for medical expenses **Abroad** and is shown in the Policy Schedule.

Public Transport

An air land or water vehicle operated under licence for the transportation of fare-paying passengers.

Sedgwick

Sedgwick Travel Claims, Merrion Hall, Strand Road, Sandymount, Dublin 4.

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.

Total Underlying Limit

The maximum policy limit in respect of medical expenses **Abroad** under a **Person Insured's Private Medical Insurance**.

Travelling Companions

Friends, associates or companions accompanying **You** on a **Holiday**.

War

Armed conflict between nations, invasion, act of foreign enemy, civil war, military or usurped power.

We, Us, Our

Chubb European Group SE; of or pertaining to Chubb European Group SE.

Winter Sports

Skiing (including skiing outside the area of the normal compacted snow or ski slope, i.e. off-piste), tobogganing, snow boarding and ice skating (other than on an indoor rink) but excluding 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).

You, Your

The Policyholder shown in the Policy Schedule; of or pertaining to the Policyholder shown in the Policy Schedule.

1.2 Holidays Covered

The type of Policy **You** have chosen, single trip or annual multi-trip, is shown on the Policy Schedule.

- A. Single trip Policy
A single trip Policy covers a **Holiday Abroad**, during the **Period of Insurance**.

Winter Sports cover is included if shown as covered on the Policy Schedule.

- B. Annual multi-trip Policy
An annual multi-trip Policy covers all **Holidays** during the **Period of Insurance** provided they meet the following conditions:
- i. No individual **Holiday Abroad** continues for more than 30 consecutive days; and
 - ii. No more than 90 days in total are spent on **Holidays Abroad** in any **Period of Insurance**; and
 - iii. Each **Holiday in Ireland** includes at least 2 nights spent in accommodation that is booked before the **Holiday** begins.
- Up to 21 days **Winter Sports** cover is included in any **Period of Insurance**, if shown as covered on the Policy Schedule.

1.3 Holidays not Covered

We will not cover any **Holiday**

- a) which involves **You** travelling specifically to obtain medical, dental or cosmetic treatment;
- b) when **You** have been advised not to travel by **Your Doctor** or you have received a terminal prognosis;
- c) where, on the date it is booked (or commencement of the **Period of Insurance** if later), **You** or **Your Travelling Companions** are aware of any reason why it might be cancelled or Curtailed, or any other circumstance that could reasonably be expected to result in a **Claim** under this Policy;
- d) involving travel to areas where the allocates a security status of 'Avoid non-essential travel' or 'Do not travel'. If **You** are not sure whether there is a travel warning for **Your** destination, please check their website www.dfa.ie

1.4 Persons Insured

There is no cover under the Policy unless all of the following conditions are met:

- a) Each **Person Insured** must be
 - i. A resident of **Ireland**
Resident in **Ireland** for a minimum of 180 days per calendar year
 - ii. A member of **Private Medical Insurance**
Insured under current **Private Medical Insurance** at the time this Policy was applied for and which remains continuously in force throughout the duration of any **Holiday**.
- b) **Children** travelling without **You** or **Your Partner** will only be insured under a family annual multi-trip Policy, and then only if they are travelling:
 - i. in the company of an adult (i.e. someone not defined as a **Child** under this policy) **You** or **Your Partner** know, or on an organised school, college or university trip;
 - ii. 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 Policy.

1.5 When cover operates for a Holiday

Insurance cover under Part III Section 3 begins:

- a) When a **Holiday** is booked, or from the commencement date and time stated in the Policy Schedule, whichever is later. It ends when **You** leave **Your** home in Ireland to commence **Your Holiday**.
- b) Insurance under all other Sections operates for a **Holiday** that takes place during the **Period of Insurance** and includes travel directly to and from the home of each **Person Insured** provided the return home is completed within 24 hours of:

- i) return to **Ireland**; or
 - ii) departure from pre-booked accommodation following a **Holiday** within **Ireland** which is covered under an annual multi-trip Policy.
- c) If the return of a **Person Insured** from a **Holiday** 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.
 - d) If there is a change to this Policy it will begin on the Effective From date shown on the subsequent Policy Schedule that is issued to record the change in cover.

1.6 Claims Conditions

We have the right to refuse to pay any **Claim** if:

- a) **You** make a fraudulent misrepresentation when answering **Our** questions. **You** have a duty to answer honestly and with reasonable care all questions posed by **Us**; or
- b) the **Claim** is Due to any reason specified as not being covered in **Your** Policy Schedule under the Section entitled "Your declaration to us".

1.7 Making a Claim

Type of **Claim**

- a) Medical Expenses only
Please make sure that **You** and each **Person Insured** ALWAYS take the contact details of the MEDICAL EMERGENCY SERVICE provided by the **Private Medical Insurance** provider.

Should a **Person Insured** incur medical expenses, be admitted to hospital **Abroad** or be repatriated to **Ireland** on medical grounds, he or she must in the first instance follow the procedures appropriate to their **Private Medical Insurance**.

If **You** or any other **Person Insured** thinks

the **Total Underlying Limit** may be exceeded please give the **Private Medical Insurance** provider details of this Policy, in order that they may pass details to **Us** and **Our** agents or affiliates, so that **We** can take over the **Claim**.

In the event that a **Person Insured** incurs medical expenses exceeding 50% of the **Total Underlying Limit**; the **Person Insured, Travelling Companions** or the service provider (hospital) must contact Aviva Travel Insurance Claims as follows:

9.00 a.m. to 5.00 p.m. Monday to Friday inclusive:

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

Fax: +353(0) 1 661 5249

e-mail: aviva.travelinsurance@chubb.com

Aviva Travel Insurance Claims
Sedgwick, Merrion Hall
Strand Road, Sandymount
Dublin 4

b) **Other Claims**

Tel: 1890 719 425 or +353 (0)1 440 2784

Fax +353(0) 1 661 5249

e-mail: aviva.travelinsurance@chubb.com

To make a **Claim** please phone or write to Aviva travel claims within thirty days of the incident, or as soon as possible afterwards and provide **Your** name, address and Policy number.

We do not recommend you send financial or personal sensitive details via email as it may not be secure whilst in the public domain.

CLAIM FORMS: **You** can print off and use a claim form from Aviva's Web Site at <https://aviva.chubbinsured.com/ie/travel/info/make-a-claim>

Reporting Lost or Stolen Property
Type of lost or stolen property

a) **Money, Valuables** or **Personal Property**

You must notify the local Police within 24 hours of discovery and provide **Us** with a copy of their written report.

b) Travellers' cheques

You must notify the local branch or agent of the issuing company.

c) Any property lost or stolen from a hotel

You must notify the hotel management (in addition to the local Police).

1.8 Health Declaration

Please read the following carefully as it may affect the cover **We** provide and **Your** ability to **Claim** under **Your** Policy.

No person to be insured

- is receiving or on a waiting list for treatment in a hospital or nursing home;
- is waiting for investigation or referral, or the results of any investigation, medical treatment or surgical procedure, for any condition, whether diagnosed or undiagnosed
- is choosing not to take prescribed medication, or the correct dose of prescribed medicine;
- is travelling against the advice of a medically qualified **Doctor**;
- is travelling to obtain medical, dental or cosmetic treatment;
- is travelling with a terminal condition;
- is due to give birth within 12 weeks of the date the trip ends.

At the time **You** applied for this Policy, **You** confirmed the above statements **We** asked **You** to confirm, and which appear in **Your** Policy Schedule under the section entitled "Your Declaration to Us".

We also told **You** that **You** need to be able to provide this confirmation before **You** book any **Holiday**, and that if **You** can't, **You** must contact **Us**.

PART II

Chubb Assistance

- i. **Medical Emergency, Referral and**
- ii. **Personal Assistance Services**

Phone: +353 (0)1 440 1790

This policy provides cover only in excess of **Your** private medical insurance.

If a **Person Insured** requires medical attention or incurs medical expenses **Abroad**, the **Person Insured** must first follow the claims procedures specified by his or her **Private Medical Insurance** provider.

He or she should also notify the **Private Medical Insurance** provider of the existence of this policy.

The following assistance services will be available insofar as they are not provided by the **Private Medical Insurance** provider.

- i. **Medical Emergency and Referral Services**
Chubb Assistance will provide a **Person Insured** with the following services, in an emergency, when he or she is on **Holiday Abroad**.

- a) **Medical Referral**
Provision of the names and addresses of local Doctors, hospitals, clinics and dentists when consultation or treatment is required, arrangements for a **Doctor** to call, and, if necessary, for a **Person Insured** to be admitted to hospital.
- b) **Repatriation**
If the **Doctor** appointed by **Chubb Assistance** 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 **Holiday**.

- c) **Payment of Bills**
If a **Person Insured** is admitted to hospital **Abroad**, the hospital or attending **Doctor** will be contacted and payment of their fees up to the policy limit will be guaranteed so that the **Person 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**
 - iii. Sourcing and delivery of compatible blood supplies.
- e) **Transmission of urgent Messages**
To relatives or business associates.
- f) **Unsupervised Children**
 - I. Organisation of an accompanying **Child's** return home, with a suitable escort when necessary, if the **Child** is left unsupervised because **You** or **Your Partner** (if shown as insured on the Policy Schedule) are hospitalised or incapacitated
 - II. Medical advice and monitoring, until **You** or **Your Partner** return home, if a **Child** who has been left in **Ireland** becomes ill or suffers injury.

- ii. **Personal Assistance Services**
Chubb Assistance will provide a **Person Insured** with the following services, in an emergency, when he or she is on **Holiday Abroad**.

The **Person Insured** will be responsible for paying fees and charges for non-insured facilitation services provided e.g. the **Person Insured** will be responsible for paying a translator for his or her services but they will not be charged by **Chubb Assistance** 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 **Chubb Assistance** the **Person Insured** must authorise **Chubb Assistance** to debit his or her credit or charge card with the amount of the transfer, or make alternative arrangements to deposit the funds in **Chubb Assistance's** account in the United Kingdom. If the emergency transfer is necessitated by theft or loss of personal money, a **Claim** may be made under the Policy.

- b) Message Relay
Transmission of urgent messages to relatives or business associates if medical or travel problems disrupt a **Holiday** 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 **Person 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. **Chubb Assistance** 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 **Chubb Assistance** from contacting the Card Issuers directly.
- f) Emergency Translation Facility
Translation service if the local provider of an assistance service does not speak English.
- g) Legal Help
Referral to a local English-speaking Lawyer, Embassy or Consulate if legal advice is needed, and arrangement of payment of reasonable emergency legal expenses or bail, against a guarantee of repayment.

PART III

SECTION 1. Medical and Additional Expenses

(Maximum amount payable per **Person Insured** - €5,000,000)

Cover under this Section applies only to **Holidays Abroad**.

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

NB:

- iii. If a **Person Insured** requires medical attention or incurs medical expenses **Abroad**, the **Person Insured** must follow the claims procedures specified by his or her **Private Medical Insurance** provider. He or she should also notify the **Private Medical Insurance** provider about this Policy.
- iv. Should a **Person Insured** incur medical expenses exceeding 50% of the **Total Underlying Limit** of his or her **Private Medical Insurance**, he or she must notify **Sedgwick**.
- v. If a **Person Insured** is medically fit to be repatriated, cover under this Section will cease 3 days after the date the **Person Insured** becomes fit to be repatriated.

A **Person Insured** must contact **Chubb Assistance** before incurring any costs covered under this Section.

Important

This is not Private Medical Insurance. Please refer to the details provided under the heading 'Reciprocal Health Agreements' on page 5 of this Policy.

If **You** require medical treatment **You** must contact **Chubb Assistance** immediately and before incurring any costs – or as soon as is feasible if you or a family member is involved

in a medical emergency such as an accident or cardiac situation. If you do not do this, **We** may reject **Your** claim or reduce its payment.

A. Cover

If a **Person Insured** is injured or becomes ill (including becoming ill **Due To** complications in pregnancy (as diagnosed by a doctor or specialist in obstetrics) provided that if travelling within 12 weeks of the expected date of delivery they provide a medical certificate issued by a doctor or midwife confirming the number of weeks of pregnancy and that they are fit to travel to their **Holiday Abroad**. The certificate must be dated no earlier than 5 days before the outbound travel date) during a **Holiday Abroad**.

We will pay:

- i. All reasonable costs that it is medically necessary to incur outside of Ireland for hospital, ambulance, surgical or other diagnostic or remedial treatment, given or prescribed by a **Doctor**, and including charges for staying in a hospital;
- ii. Emergency Dental Treatment
All medically necessary and reasonable cost to provide emergency dental treatment for the relief of pain only up to €300, outside of **Ireland**.
- iii. Emergency Repatriation Expenses
All reasonable costs that it is medically necessary for **Chubb Assistance** to incur to return **You** to **Your** home in **Ireland**; or to move **You** to the most suitable hospital in **Ireland** if it is medically necessary to do so.
- iv. Accompanying Traveller Expenses
All necessary and reasonable accommodation (room only) and travel expenses incurred with the consent of **Chubb Assistance**, by any one other

person if required on medical advice to accompany **You** or to escort a **Child** home to **Ireland**.

- v. Cremation, burial or transportation charges
If **You** die **Abroad** **We** will pay up to €7,000 for;
 - A. cremation or burial charges in the country in which **You** die; or
 - B. transportation charges for returning **Your** body or ashes back to **Ireland**.

B. Exclusions

(General Exclusions apply as well)

We will not pay:

- i. Any amount recovered under a reciprocal health agreement with any country
- ii. For any treatment not confirmed as medically necessary
- iii. Any expenses incurred in the **Person Insured's** country of residence
- iv. Any additional travelling expenses not authorised by **Chubb Assistance** if a **Person Insured** has to return home earlier than planned or be repatriated from a **Holiday**
- v. For medical treatment that a **Person Insured** travelled **Abroad** to obtain
- vi. For medication a **Person Insured** is taking before and which he or she will have to continue taking during a **Holiday**
- vii. For surgery, medical, dental or preventative treatment which can be delayed in the opinion of **Chubb Assistance** until he or she returns to **Ireland**
- viii. Any expenses incurred following the **Person Insured's** decision not to move hospital or return to **Ireland** after the date when, in the opinion of **Chubb Assistance**, **You** should do so
- ix. For dental expenses other than for the relief of pain only
- x. Any additional costs for single or private room accommodation
- xi. Any expenses incurred due to a tropical

disease where the **Person Insured** has not had the vaccinations or taken the medication appropriate and customary for the country being visited, unless they have written confirmation from a **Doctor** that they should not be vaccinated or take the medicine on medical grounds

- xii. Additional travel and hotel expenses incurred which have not been authorized in advance by **Chubb Assistance**
- xiii. Cremation or burial Costs in **Ireland**
- xiv. The **Excess**, except where the **Person Insured** has obtained a reduction in the cost of medical expenses in European Union countries by using a European Health Insurance Card.

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

SECTION 2. Hospital Benefit

(Maximum benefit €400 per **Person Insured**)

A. Cover

If a **Person Insured** is a hospital in-patient during a **Holiday** and has a **Claim** under his or her **Private Medical Insurance** or Part III Section 1 MEDICAL AND ADDITIONAL EXPENSES, **We** will pay a benefit of €20 for each full 24 hours he or she spends in hospital up to a maximum of €400 for each **Holiday**.

B. Exclusions

(General Exclusions apply as well)

We will not pay for any time spent in an institution not recognised as a hospital in the country of treatment.

SECTION 3. Cancellation and Curtailment

(Maximum payable €3,000 per **Person Insured**)

A. Cover

1. Cancellation

- A. **We** will refund the **Person Insured's** portion of unused travel and/or accommodation costs which the **Person Insured** has paid or is contracted to pay for and which cannot be recovered from other sources; or
- B. **We** will pay for the **Person Insured's** portion of change fees incurred to change the date of their entire **Holiday** and which cannot be recovered from other sources; up to €3,000, if it becomes necessary to cancel or rearrange a **Holiday** before leaving Ireland **Due To:**
- The death, serious injury, sudden illness, complications in pregnancy (as diagnosed by a doctor or specialist in obstetrics) of **You** or or **Your Immediate Family**
 - The compulsory quarantine, on the orders of a treating **Doctor** or the Health Services Executive (HSE), of **Persons Insured** or **Travelling Companions** provided that such cancellation is confirmed as medically necessary by a Doctor;
 - The **Person Insured** or a **Travelling Companion** testing positive for Covid-19, which has been certified in writing as specifically relating to **You** or **Your Travelling Companion(s)** by a test that is recognised by the Republic of Ireland Government, including such a test that is carried out by a licensed pharmacy, a licensed laboratory or the treating **Doctor**;
 - Public Transport** being cancelled because of adverse weather, industrial action, or mechanical breakdown or derangement
 - jury service or subpoena of a **Person Insured** or hijacking of the conveyance in which he or she is travelling
 - Unemployment of a **Person Insured** which qualifies for payment under any applicable statute
 - Serious damage making a **Person Insured's** home uninhabitable; or
 - The presence of a **Person Insured** being

required by the Police following a burglary or attempted burglary at their home.

2. Curtailment

We will pay:

- A. The **Person Insured's** portion of unused accommodation costs which the **Person Insured** has paid or is contracted to pay for and which cannot be recovered from any other source; and
- B. reasonable additional travel and accommodation (room only) costs necessarily incurred in the **Person Insured** returning to their home in Ireland; up to €3,000, if it becomes necessary to, **Curtail a Holiday Due To:**
- the death, serious injury, sudden illness or complications in pregnancy (as diagnosed by a **Doctor** who specialises in obstetrics) of the **Person Insured**, his or her **Immediate Family**, **Travelling Companions** or any person on whom the **Holiday** depends;
 - the compulsory quarantine on the order of a treating **Doctor** of the **Person Insured** or a **Travelling Companion** provided that such **Curtailment** is confirmed as medically necessary by the treating **Doctor**;
 - serious damage making a **Person Insured's** home uninhabitable;
 - the presence of a **Person Insured** being required by the Police following a burglary or attempted burglary at their home.

3. Quarantine Due To a Communicable Disease (COVID 19)

We will pay:

- A. Reasonable additional accommodation (room only) costs and transport costs (if the **Person Insured** couldn't re-schedule their pre-booked transport) if the **Person Insured** has to stay longer at their destination or are unable to use their original booked accommodation because the **Person Insured** specifically has been ordered to quarantine by a treating **Doctor** whilst at their destination. **We** will

deduct any amounts from the **Person Insured's** overall claim which they are entitled to recover from their existing accommodation or travel provider for unused accommodation or travel.

B. Exclusions

(General Exclusions apply as well)

We will not pay:

- i. Cancellation or **Curtailement** costs in relation to A. Cover 1 i-ii. , 2 i-ii. , and 3 where such cancellation or **Curtailement** has not been confirmed as medically necessary by the treating **Doctor**;
- ii. Cancellation or **Curtailement** where such results from a medical condition affecting **You** or **Your Immediate Family** if:
 - a. The condition was diagnosed before **Your Holiday** was booked (or commencement of the **Period of Insurance**, if later); and
 - b. At the time **Your Holiday** was booked (or commencement of the **Period of Insurance**, if later), the diagnosed condition could reasonably have been expected to result in
 - i) Death, serious injury or sudden illness
 - ii) Or a sudden deterioration in health.

NOTE: This exclusion applies to immediate family even if they are not insured on the policy.
- iii. If a strike or industrial action is public knowledge at the time **Your Holiday** was booked (or commencement of the **Period of Insurance**, if later)
- iv. If an aircraft, sea vessel or train is withdrawn from service on the orders of the recognised regulatory authority in any country
- v. If a **Person Insured** is called as an expert witness or if his or her occupation would normally require a Court attendance
- vi. redundancy where **You** or **Your Travelling Companion**:
 - a. were unemployed or knew that **You** or they may become unemployed, at the time the **Holiday** was booked;
 - b. are voluntarily made redundant or made redundant as a result of misconduct or following resignation;
 - c. are self-employed or a contract worker;
- vii. If any other adverse financial situation necessitates cancellation of a **Holiday**
- viii. The **Excess**
- ix. 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 cancel a booking
 - b) Disinclination to go on a **Holiday**; or
 - c) prohibitive regulations by the government of any country.
- x. A charge or expense paid for or to be discharged with any kind of promotional voucher
- xi. If **You**, or any other **Person Insured**, were aware of any reason, either at the time a **Holiday** was booked or at the time **You** purchased this Policy, why that **Holiday** might have to be cancelled
- xii. Any costs of excursions, tours and activities.
- xiii. if **You** have claimed on this policy for change fees incurred for changing the date of **Your Holiday** and You then also **Claim** for cancellation resulting from the same cause or event, the amount paid to You for rearranging **Your Holiday** will be deducted from the final settlement.
- xiv. for **Your** unused **Holiday** costs such as accommodation and transport costs, for any period **You** had to quarantine at **Your** destination
- xv. If **You** book **Your Holiday** after the Department of Foreign Affairs allocates a security status of 'Avoid non-essential travel' or 'Do not travel' to your destination.
- xvi. Any expenses incurred as a result of the imposition of any law, regulation

or order made by any public authority or government which impacts **Your Holiday** (including, without limitation, any restrictions as a result of an outbreak of a **Communicable Disease** (including COVID 19), the closure of borders or airspace, lockdowns and other restrictions on the movement of people).

- xvii. Cancellation and **Curtailement** where **You** or **Your Travelling Companions** Covid-19 'positive' test is not carried out and certified in writing as specifically relating to **You** or **Your Travelling Companions** by a test that is recognised by the Republic of Ireland Government, including such a test that is carried out by a licensed pharmacy, a licensed laboratory or the treating **Doctor**.

SECTION 4. Travel Delay

(Maximum payable €150/€3,000 per **Person Insured**)

Cover under this Section applies only to **Holidays Abroad**.

A. Cover

If a **Person Insured** is delayed for at least 12 hours on the outbound or return journey because the scheduled departure of **Public Transport** 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:

- i. A €20 benefit for the first full 12 hours delay and a €10 benefit for each subsequent full 12 hours delay up to a maximum benefit of €150; or
- ii. Up to €3,000 for cancellation if a **Holiday** is abandoned after a delay of at least 24 hours of the scheduled departure from **Ireland**.

B. Exclusions

(General Exclusions apply as well)

We will not pay:

- i. The **Excess** if a **Holiday** is abandoned;
- ii. If a **Person 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
- iii. 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
- iv. If a strike or industrial action could be reasonably expected when a **Holiday** is booked
- v. A charge or expense paid for or to be discharged with any kind of promotional voucher
- vi. Any costs of excursions, tours and activities.

SECTION 5. Missed Departure

(Maximum payable €500 per **Person Insured**)

Cover under this Section applies only to **Holidays Abroad**.

A. Cover

We will pay up to €500 for necessary and reasonable accommodation and travel expenses to enable a **Person Insured** to reach his or her scheduled destination if he or she arrives too late at the airport, sea port, coach or train station to commence a booked journey from or to **Ireland Due To**:

- i. The car he or she is using for travel breaking down or being involved in an **Accident**; or
- ii. The **Public Transport** he or she is using for travel failing to arrive on schedule.

B. 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 **Holiday**
- ii. If the **Person 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 transport used for travel of the length of, and reason for, the delay.

SECTION 6. Personal Accident

(Maximum payable €30,000 per **Person Insured**)

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 apply as well.

Bodily Injury

Physical injury that is caused by an **Accident** and within 24 months directly results in death, **Loss of Sight**, **Loss of Limb** or **Permanent Total Disability**.

Loss of Limb

Amputation or total and permanent loss of use of one or more hands at or above the wrist or of one or more feet above the ankle (talo-tibial joint).

Loss of Sight

- i) In both eyes when the **Person Insured's**

name has been added to the NCBI register of Blind Persons on the authority of a qualified ophthalmic specialist.

- ii) In one eye when the degree of sight remaining after correction is 3/60 or less on the Snellen Scale (which means the **Person Insured** is 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).

Permanent Total Disability

A disability which has lasted for at least 12 months from which **We** believe the **Person Insured** will never recover and which stops the **Person Insured** from carrying out gainful employment for which that **Person Insured** is fitted by way of training, education or experience.

A. Cover

If a **Person Insured** receives a **Bodily Injury** during a **Holiday We** will pay up to:

- i. €30,000 for death; or
- ii. €30,000 for **Loss of Sight** or **Loss of Limb**; or
- iii. €30,000 for **Permanent Total Disability**.

B. Exclusions

(General Exclusions apply as well)

We will not pay:

- i. More than €2,500 if the **Person Insured** is under 16 years of age at the time of the **Bodily Injury**
- ii. More than one benefit for the same **Bodily Injury**
- iii. Any benefit for Permanent Total Disablement if the **Person Insured** is retired from gainful employment and receiving a pension of any kind
- iv. If death, loss or disability is **Due To** disease or any physical defect, injury or illness which existed before the **Holiday**.

SECTION 7. Personal Property

(Maximum payable per **Person Insured - Personal Property** €1,500; **Mobility Aids** €500, Essential purchases €200, **Mobility Aid** hire €500, Essential medication courier costs €300).

See Part II for services provided by **Chubb Assistance** 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 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 a **Person Insured** which is not a **Mobility Aid** 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.

- A. Cover
 - i. If **Personal Property** is lost, damaged or stolen during a **Holiday**, **We** will pay **Repair and Replacement Costs** up to €1,500 and /or
 - ii. If any **Mobility Aid** owned by the **Person Insured** or for which they are responsible, necessarily taken by the **Person Insured** on **Holiday** or hired by or loaned to the **Person Insured** whilst on **Holiday**, is lost, damaged or stolen during such **Holiday** **We** will pay up to €500
 - iii. **We** will also reimburse:
 - a) The cost of essential items of clothing and toiletries up to €200 that a **Person Insured** has to purchase because **Personal Property** is lost or misplaced for at least 12 hours by an airline or other Carrier
 - b) Reasonable and necessary costs up to €500, incurred by:
 - i) A **Person Insured** during a **Holiday**, in hiring, **Mobility Aids**; and/or
 - ii) **Chubb Assistance** in couriering **Mobility Aids** to the **Person Insured** to replace those taken by them on **Holiday** and which have been:
 - Misplaced for at least 12 hours

- by an airline or other Carrier
 - Suffered loss or damage insured under Cover ii. of this Section
- c) Reasonable and necessary costs up to €300, incurred by **Chubb Assistance** to courier essential medication, dentures, hearing aids, prescription glasses, contact or corneal lenses to the **Person Insured**
 - i) To replace those taken by the **Person Insured** on **Holiday** and which have:
 - Been misplaced for at least 12 hours by an airline or other Carrier
 - Otherwise lost or damaged during the **Holiday**
 - ii. Following discovery by the **Person Insured** that they accidentally omitted to take them on **Holiday**.

B. Exclusions

(General Exclusions apply as well)

- i. **We** will not pay
 - a) The **Excess**;
 - b) More than €250 for a single item, pair or set, or part of a pair or set
 - c) More than €250 for golf clubs, bags and accessories
 - d) More than €250 for **Valuables** in total and will only pay if the **Valuables** are attended by a **Person 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 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 a copy of the original written Police report and report
- g) For loss, theft or damage to:
 - i) **Personal Property** more specifically insured or recoverable under any other insurance policy
 - ii) **Personal Property** left unattended in a public place
 - iii) **Personal Property** stolen from an unattended vehicle 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
 - iv) **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 a copy of the original written airline or Carrier report
 - v) **Personal Property Due To** leaking powder or fluid carried within the **Person Insured's** luggage
 - vi) Household goods, samples or merchandise, bonds, securities or documents of any kind; or
 - vii) Dentures, hearing aids, prescription glasses, sunglasses, prescription sunglasses contact or corneal lenses (except as described in A iii c)
 - viii) Antiques, musical instruments, pictures, typewriters, portable telephones, any computer equipment not defined under **Valuables** (including but not limited to PDAs, personal organisers, laptops and electronic navigation equipment), televisions, sports equipment whilst being used (except for **Winter Sports** equipment if **Winter Sports** cover is shown as covered on the Policy Schedule), vehicles or their accessories, watercraft and ancillary

equipment, glass, china or similar fragile items and pedal cycles

- ix) 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 manufacturers security devices employed or, it is otherwise secured from unauthorised removal
- x) Mobility scooter tyres and/or accessories unless the Mobility scooter is damaged at the same time
- xi) 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, 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.
- ii. **We** will not pay any **Claim** where
 - a) **Personal Property, Mobility Aids** essential medication, dentures, hearing aids, prescription glasses, contact or corneal lenses 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 **Person 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 **Person Insured** has complied

fully with the relevant terms and conditions of cover

- c) **Personal Property, Mobility Aids**, essential medication, dentures, hearing aids, prescription glasses, contact or corneal lenses, have been lost or misplaced on a journey returning a **Person Insured** to Ireland.

SECTION 8. Money and Credit Cards

(Maximum payable €500 per **Person Insured**)
See Part II for services provided by **Chubb Assistance** which are relevant to this Section.

Definitions

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 apply as well.

Money

Coins, banknotes, traveller's cheques, postal or money orders, travel tickets, pre-paid vouchers and non-refundable pre paid entry tickets.

Credit Card

Credit, charge, cheque, bankers or cash dispenser card.

A. Cover

We will pay

- i. Up to €500 if **Money** which is held by a **Person Insured** for his or her personal use is lost or stolen during a **Holiday** whilst
 - a) Being carried by a **Person Insured**; or
 - b) Left in a safety deposit box or
- ii. Up to €500 if a **Person Insured** sustains financial loss directly as a result of a **Credit Card**, being lost or stolen during a **Holiday** and subsequently being used fraudulently by any person other than:
 - a) A member of the **Person Insured's**

- family; or
- b) The **Person Insured's** employer where the card is issued on the **Person Insured's** behalf.

B. Exclusions

(General Exclusions apply as well)

We will not pay:

- i. The **Excess**
- ii. More than €50 if the carrier is under 16 years old
- iii. For delay, detention, seizure or confiscation by customs or other officials
- iv. 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 a copy of the original written Police report and report to the hotel management as applicable
- v. 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
- vi. For depreciation in value or shortage due to any error or omission
- vii. For loss of a **Credit Card** unless the **Person Insured** complies with the conditions of the issuing company.

SECTION 9. Loss of Passport/ Driving Licence Expenses

(Maximum benefit €500 per **Person Insured**)

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

A. Cover

We will pay

up to €500 to cover:

- i. The cost of obtaining any temporary replacement travel documents required

to enable a **Person Insured** to return to **Ireland**, including any additional travel and accommodation costs incurred by or on behalf of the **Person Insured** during a **Holiday**; and

- ii. The replacement passport or driving licence fee payable

following the loss or theft of his or her original documents during a **Holiday**.

B. Exclusions

(General Exclusions apply as well)

We will not pay:

- 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 a copy of the original written Police report and report to the hotel management as applicable
- iii. For a passport or driving licence stolen from an unattended vehicle unless it was 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.

SECTION 10. Hijack

(Maximum benefit €500 per **Person Insured**)

Cover under this Section applies only to **Holidays Abroad**

A. Cover

If a **Person Insured** is held hostage by **Hijackers** during a **Holiday**, **We** will pay a benefit of €50 for each full 24 hours he or she is held hostage up to a maximum benefit of €500 for each **Holiday**.

B. Exclusions

(See General Exclusions)

SECTION 11. Personal Liability

(Limit of Liability €2,500,000 per **Person Insured**)

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

A. Cover

We will indemnify a **Person Insured** against all sums 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 **Holiday**.

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 €2,500,000 (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 a **Person Insured**
- ii. All costs and expenses incurred with **Our** written consent
- 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.

B. Exclusions

(General Exclusions apply as well)

We will not provide indemnity for any liability:

- i. In respect of bodily injury to any person who is:
 - a. Under a contract of service with a **Person Insured** when such injury arises out of and in the course of their employment by the **Person Insured**
 - b. A member of the **Person Insured's** family
- ii. In respect of loss of or damage to property in the care custody or control of a **Person 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 a **Person Insured** in the course of the **Holiday**
- iii. Liability in respect of bodily injury loss or damage caused directly or indirectly in connection with ownership, possession of or use by the **Person 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)
- iv. 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 a **Person Insured** in the course of a **Holiday**; 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 policy
- v. Any liability assumed by the **Person Insured** under any contract or agreement unless such liability would have attached in the absence of such contract or agreement
 - vi. Punitive or exemplary damages.

C. Conditions applying to this Section

- i. No admission, offer, promise or indemnity shall be made without **Our** consent which shall be entitled to take over and conduct in the **Person Insured's** name the defence or settlement of any claim or to prosecute in the **Person 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 **Person 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 **Person 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 **Person 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 **Person Insured** shall as though they were the Insured observe, fulfil and be subject to the terms, Exclusions and Provisions of this Section.

SECTION 12. Overseas Legal Advice & Expenses

(Maximum payable €30,000 per **Person Insured**)

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

Cover under this Section applies only to **Holidays Abroad**.

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 apply as well.

Legal Expenses

- i. 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 a **Person Insured** or in appealing or resisting an appeal against the judgment of a court, tribunal or arbitrator
- ii. costs for which a **Person 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 to act on behalf of the **Person Insured**.

Any One Claim

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

A. Cover

If during a **Holiday** a **Person Insured** sustains bodily injury or illness which is caused by a third party **We** will pay up to €30,000 to cover **Legal Expenses** arising out of **Any One Claim**.

B. 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 **Person 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 **Person Insured's** employer
- viii. Actions between **Persons 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 a **Person 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 a **Person 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. **Legal Expenses** which **We** consider unreasonable or excessive or unreasonably incurred.

C. Special Conditions applicable 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 **Person Insured** has the right to select

and appoint a **Legal Representative** of their choice to represent them 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 **Person Insured** shall provide **Us** with details of the selected **Legal Representative's** name and address. **We** may provide information about **Legal Representatives** in their local area if the **Person Insured** asks **Us** to do so

- iii. The **Legal Representatives** and the **Person 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 **Person 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 a **Person 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 **Person Insured's** expense, an opinion of a barrister as to the merits of the claim or legal proceedings.

If the **Claim** is admitted, a **Person Insured's** costs in obtaining this opinion will be covered by this Insurance

- v. Any dispute between the **Person 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 **Person Insured** and **Us**. If the **Person 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 **Person Insured's** consent where the amount of the claim is less than €5,000. If the **Person Insured** does not refer such a dispute to arbitration (in the case of a claim for €5,000 or more) or to the **Irish** courts (in the case of a claim for less than €5,000 or where **You** have agreed with **Us**, after the dispute between the **Person Insured** and **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 **Our** discretion assume control at any time of any claim or legal proceedings in the name of the **Person 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 **Our** written agreement shall entitle **Us** to withdraw cover immediately and to recover any fees or expenses paid to the **Person Insured**
- ix. **We** may at its discretion require the **Person Insured** to obtain at the expense of the **Person Insured** an opinion of a barrister agreed by the **Person 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 **Person 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 **Person 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 **Person Insured** in the claim or legal proceedings; or
 - b. Costs are agreed to be paid to the **Person Insured** as part of any settlement of the claim or legal proceedings
- xii. If a conflict of interest arises, where **We** are also the insurers of the third party or proposed defendant to the claim or legal proceedings, the **Person Insured** has the right to select and appoint other **Legal Representatives** in accordance with Provision 2 of this Section
- xiii. If the **Legal Representatives** refuse to continue acting for a **Person Insured** with good reason or if a **Person Insured** dismisses the **Legal Representatives** without good reason the cover **We** provide will end at once, unless **We** agree to appoint other **Legal Representatives**.

SECTION 13. Pet Care

(Maximum payable €150 per **Person Insured**)

Cover under this Section applies only to **Holidays Abroad**.

A. Cover

If a **Person Insured** is injured or becomes ill

during a **Holiday Abroad**, and is;

- i. Delayed from returning to **Ireland** as a direct result of their being a hospital in-patient during a **Holiday**
- ii. Is repatriated to **Ireland** and directly admitted to hospital as an in-patient and has a valid **Claim** under Part III Section 1 MEDICAL AND ADDITIONAL EXPENSES, for such Medical or Repatriation costs, **We** will reimburse the **Person Insured** for pet care fees incurred up to a maximum of €150 for each **Holiday**.

B. Exclusions

(General Exclusions apply as well)

We will not pay pet care fees for time spent by a **Person Insured** in an institution not recognised as a hospital in the country of treatment.

SECTION 14. Winter Sports

This Section is optional. It applies only if it is shown as insured on the Policy Schedule and the additional premium has been paid. (See General Exclusions - Winter Sports).

A. Cover

We will pay:

- i. Up to €20 for each full 24 hour period, limited to €200 where it is necessary for a **Person Insured** to hire **Winter Sports** equipment for **Winter Sports** equipment that is:
 - a) Lost or broken in an **Accident**; or
 - b) Lost or misplaced by an airline or other Carrier on the outward journey from **Ireland** and delayed for at least 12 hours after the arrival of the **Person Insured** at his or her destination
- ii. Up to €75 for each full week, or a proportionate amount for shorter or longer periods, limited to €300 to cover the value of an unused ski pass belonging to a **Person Insured**, and hire or tuition

- fees which a **Person Insured** cannot recover following:
- a) An **Accident** or illness
 - b) Loss or theft of his or her ski pass
- iii. €20 for each full 24 hour period, limited to €200 if a **Person Insured** is unable to ski because there is a lack of snow in the pre-booked resort and no alternative skiing available
 - iv. Up to €100 for additional and necessary travel and accommodation costs if a **Person Insured's** outward or return journey is delayed by an avalanche for more than 12 hours from the scheduled departure time on his or her travel ticket.

B. Exclusions

(General Exclusions apply as well)

- i. For delay, detention, seizure or confiscation by customs or other officials of Winter Sports equipment
- 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 a copy of the original written Police report and report to the hotel management as applicable
- iii. If a **Claim** is paid under Part III Sections 3 or 4
- iv. If a **Claim** is **Due To** participation in 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.

SECTION 15. Car Hire Excess Cover

This Section is optional. It applies only if it is shown as insured on the Policy Schedule and the additional premium has been paid.

To Qualify for Cover

To apply for this Car Hire Excess Insurance the **Person Insured** must be the person shown:

- as the named driver on the **Rental Agreement** for a **Rental Vehicle**
- **You** can include up to five additional **Insured Drivers** for each **Trip** as long as each additional **Insured Driver** is named as a driver on the **Rental Agreement**.
- **You** and all other **Insured Drivers** must be aged between 21 and 75 years of age on the date of purchase of this insurance and must have a full valid driving license, or hold a full internationally recognised license to drive the **Rental Vehicle**.
- **You** must be a permanent resident in **Ireland**.

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 apply as well.

Application

means any written or oral declaration together with any additional information you may have supplied to us in support of your application for this policy.

Car Rental Company or Agency

means a company, which must be fully licensed with the regulatory authority of the Country, State or Local Authority from which it operates, which rents automobiles for a fee

Damage

means damage to the **Rental Vehicle** caused by fire, vandalism, accident and theft and it will include loss of use of the **Rental Vehicle**

Excess

means the amount as stated in the **Rental Agreement** that you are responsible for in the event of **Damage**.

Insured Drivers

means you and other drivers covered by this policy as long as they are named on the **Rental Agreement** and qualify for cover as specified in Clause 2 above

Membership Card/Keys

means keys, key fobs, membership cards used to open and lock the **Rental Vehicle**

Rental Agreement

means the contract signed by the lead named **Insured Driver** and the **Car Rental Company or Agency** for the hire of a **Rental Vehicle**

Rental Vehicle

means any single automobile hired under a short term contract from a **Car Rental Company or Agency**, UNLESS it is:

1. More than 10 years old
2. Valued at more than €70,000
3. A motor home, camper van, trailer or caravan, commercial vehicle or truck, motorcycle, moped, motorbike, off-road vehicle, recreational vehicle, high performance vehicle, prestige or exotic vehicle, passenger van or other vehicle with more than 9 seats.

Trip(s)

means the period of a single **Rental Agreement** in respect of a single **Rental Vehicle** which is collected and rented from a **Car Rental Company or Agency** for the period stated on the **Rental Agreement**.

When and Where Cover Applies

Valid rental agreements

This policy must have been purchased and have commenced, either prior to, or to coincide with, the start of a **Rental Agreement** for which you wish cover to apply.

Maximum rental period

This insurance covers you only for single **Rental Agreements** that are for a period of up to 31 days. For annual cover this insurance covers you only for **Rental Agreements** that are for a period of up to 31 days.

Territory covered

You are covered only when you use the **Rental Vehicle** in the territory specified in your policy schedule.

A. Cover

We will reimburse you up to the policy limit stated below for the amount of **Excess** you have to pay under the terms of the **Rental Agreement** if your **Rental Vehicle** is involved in an incident whilst being used for business or pleasure and it results in:

- damage to the **Rental Vehicle** including damage to the windows, tyres and wheels, headlights, the undercarriage and the roof
- loss of use of the **Rental Vehicle**
- towing costs relating to damage or mechanical breakdown

Provided that you are held responsible as declared in the **Rental Agreement** for the **Excess**.

We will reimburse you for the **Excess** up to a maximum of €4,000 (or equivalent in local currency) for any single incident. **You** can claim more than once but in total **We** will only reimburse **You** up to a maximum of €5,000 (or equivalent in local currency) during any one annual period of insurance.

N.B. Where you were covered by any other Insurance for the same **Excess We** will only pay **Our** share of the claim.

Car Rental Key Cover

This policy also covers you for costs incurred up to a maximum of €500 (or equivalent in local currency), for each and every claim, subject to a maximum of €2,000 in any one period of insurance, for replacing a lost or stolen **Membership Card/Key** for a **Rental**

Vehicle, including replacement locks and locksmith charges.

Family Cover

This extends the cover provided by the policy to immediate family members named on the policy schedule, and enables them to rent vehicles independently without the lead named **Insured Driver** accompanying them.

B. Exclusions

We will not reimburse your **Excess** or any financial loss or expense in the following circumstances:

- If your country of residence is outside Ireland or if you or any other **Insured Driver** do not qualify for cover as set out in 'To Qualify For Cover;' above
- Where the **Rental Agreement** is for a period longer than 31 continuous days on an annual policy or 31 days on a single trip policy;
- Where damage is as a result of willfully self-inflicted injury or illness; alcoholism or the use of alcohol or drugs (other than drugs taken in accordance with treatment prescribed and directed by a registered medical practitioner, (but not for the treatment of drug addiction)); or exposure to unnecessary danger except in an attempt to save human life;
- If your losses in respect of any property or expenses are more specifically insured or any claim which but for the existence of this insurance should be recoverable under any other insurance;
- Where damage arises from operation of the rental vehicle in violation of the terms of the **Rental Agreement**, including transporting contraband or illegal trade:
- Where expenses are assumed, waived or paid by the **Car Rental Company or Agency** or its insurer;
- For damage to automobiles or other vehicles which are not rental vehicles;
- For damage caused by wear and tear, gradual deterioration, insect or vermin;
- For losses caused by accidental damage to the interior or contents of the rental vehicle;
- Where the rental vehicle is being driven by persons who are not named on the **Rental Agreement**;
- Where the expenses are reimbursed by the **Insured Driver's** employer's insurer;
- Where damage is the result of driving whilst on any un-made up road.

PART IV

4.1 General Exclusions

(Exclusions that apply to the whole Policy)

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

i. **Communicable Disease**

Any actual or suspected **Communicable Disease** which results in restrictions impacting **Your Journey** being introduced or made by any travel or accommodation provider or any government or governmental body. This Policy Exclusion does not apply to Claims for Medical Expenses and Repatriation Expenses.

ii. Recoverable Expenses

Any expenses which are recoverable (whether successful or not) by **You** from:

- a) any tour operator, travel provider, airline, hotel or other service provider under the terms of any contract or any relevant law or regulation; or
- b) any compensation scheme.

iii. Air travel/sports

- a) Participation in aerial pursuits or sports including but not limited to: ballooning, bungee-jumping, gliding, hang-gliding, microlighting, parachuting, paragliding or parasailing; and
- b) Air travel, unless the **Person Insured** is travelling as a fare-paying passenger in a fixed wing aircraft which is provided by a licensed airline or air charter company.

iv. Business

Business of any description that is undertaken on a **Holiday**.

v. Currency

Currency exchange, including but not

limited to any loss of value or currency conversion fees.

vi. Hazardous activities

Participation in or training for: mountaineering requiring the use of ropes or guides; potholing; any organised sporting holiday or trip; travelling on a motorcycle/trike 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.

vii. Illegal acts

Any illegal act of a **Person Insured**.

viii. Misuse of alcohol/drugs

- a) The **Person Insured** drinking too much alcohol, alcohol abuse or alcohol dependency. **We** do not expect the **Person Insured** to avoid alcohol on a **Holiday**, but **We** will not cover any claims arising because the **Person Insured** has drunk so much alcohol that their judgement is seriously affected and the **Person Insured** need to make a claim as a result (for example any medical report or evidence showing excessive alcohol consumption which in the opinion of a Qualified Medical Practitioner has caused or contributed to the bodily injury)
- b) Drugs ingested by a **Person Insured** except for drugs which are properly prescribed; and
- c) The **Person Insured** driving a vehicle of any kind whilst the alcohol level in his or her blood exceeds the legal limit of the country.

ix. Radiation

- a) Ionising radiation or contamination by

- radioactivity from any nuclear fuel or from any nuclear waste resulting from the combustion of nuclear fuel; or
- b) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.
- x. Sanction Country
This Policy does not cover, and **We** will not in any event be liable to pay 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 **Specially Designated List** or which if reimbursed or paid by **Us** would result in **Us** 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
 - Which would result in **Us** 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 or +353 (0)1 440 1797 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.
- xi. Sonic waves
Pressure waves from aircraft and other airborne devices travelling at sonic or supersonic speeds.
- xii. Specified diseases
- a) Infection with Human Immune Deficiency Virus (HIV) or other forms of the virus, Acquired Immune Deficiency Syndrome (AIDS) and AIDS-Related Complex (ARC); or
 - b) Sexually transmitted disease.
- xiii. Suicide/self-injury
- a) Suicide, attempted suicide or deliberate self-inflicted injury by the **Person Insured** regardless of the state of their mental health; or
 - b) Needless self-exposure to danger except in an attempt to save human life.
- xiv. **War**
War or any act of **War** whether **War** is declared or not.
- xv. **Winter Sports**
Winter Sports unless the WINTER SPORTS Section is shown as covered on the Policy Schedule; any 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.
- xvi. Car Hire Excess
Car Hire Excess unless the Car Hire Excess Section is shown as covered on the Policy Schedule.
- xvii. Holidays not covered
As described in "Holidays not covered" on page 9 of this Policy.

4.2 General Conditions

(Conditions that apply to the whole Policy)

- i. **Contract**
This Policy, the Policy Schedule and any information provided in **Your** application will be read together as one contract.
- ii. **Legal Interpretation and Language** Current legislation allows the parties to this contract to choose which law is used to interpret this Policy. **You** and **Us** agree that:
 - i. This Policy 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 Policy, shall be in the English language.
- iii. **Observing Policy Terms & Conditions**
We will not be liable to make any payment under this Policy if a **Person Insured** or his or her personal representative(s) do not observe and fulfil its Terms, Exclusions and Conditions.
- iv. **Maintaining Private Medical Insurance**
You and each **Person Insured** must continue to pay the membership subscriptions to keep in force **Private Medical Insurance** from the time of purchasing Travel Insurance cover and continuously throughout the duration of any **Holiday** covered hereunder.
- v. **Your duty to avoid or minimise a Claim**
You and each **Person Insured** must take ordinary and reasonable care to safeguard against loss, damage, **Accident**, injury or illness as though **You** were not insured. If **We** believe **You** or any **Person Insured** have not taken reasonable care of property, the **Claim** may not be paid.

The items insured under this Policy must be maintained in good condition and kept in good repair.

- vi. **Interest**
We will not pay interest on any benefit payable under this Policy unless payment has been unreasonably delayed by **Us** following receipt of all the required certificates, information and evidence necessary to support the **Claim**.
- vii. **Other taxes**
We are required to notify you that other taxes or costs may exist which are not imposed by us.
- viii. **Stamp Duty**
The appropriate Stamp Duty has been or will be paid to the Revenue Commissioners in accordance with the provisions of the Finance Act 1950 as amended.
- ix. **Moneys payable in Ireland**
All moneys which become due and payable by **Us** under this policy shall be in accordance with Section 93 of the Insurance Act 1936, payable and paid in **Ireland**.

4.3 Claims Provisions

- i. A **Person Insured** must:
 - a) Notify Aviva travel claims immediately Email aviva.travelinsurance@chubb.com immediately or download a claim form from this website <http://aviva.chubbinsured.com/ie/travel/> and send it to Aviva travel claims as soon as possible and within 30 days of becoming aware of anything likely to result in a **Claim**. A personal representative can do this if the **Person Insured** cannot
 - b) Authorise **Us** to take over

- 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 Policy
- c) Supply details & documents
Supply at his or her own expense any information, evidence and receipts **We** require including medical certificates signed by a Doctor, Police reports and other reports
 - d) Protect property
Take all reasonable steps to protect any item or property from further loss or damage and to recover any lost or stolen article
 - e) Send **Us** summons, writs etc
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.
- ii. A **Person Insured** must not do the following without **Our** written agreement:
- a. Admit liability
Admit liability, or offer or promise to make any payment; or
 - b. Dispose of items
Sell or otherwise dispose of any item or property for which a **Claim** is being made, or abandon any item or property to **Us**.
- iii. Each **Person Insured** must recognise **Our** right to:
- a) Pay, repair or replace
Choose either to pay the amount of a **Claim** (less any **Excess** and up to any Policy limit) or repair, replace or
- reinstate any item or property that is damaged, lost or stolen
- b) Inspect & dispose of items
Inspect and take possession of any item or property for which a **Claim** is being made and handle any salvage in a reasonable manner
 - c) Handle a **Claim** in **Your** name
Take over and deal with the defence or settlement of any **Claim** in his or her name and keep any amount recovered
 - d) Pay in euro
Settle all **Claims** in euro
 - e) Be reimbursed promptly
Be reimbursed within 30 days for any costs or expenses that are not insured under this Policy, which **We** pay to a **Person Insured**, or on his or her behalf
 - f) Receive medical certificates
Be supplied at the expense of the **Person Insured** with appropriate original medical certificates before paying a **Claim** under the Medical Expenses, Hospital Benefit Cancellation and **Curtailment** and Personal **Accident** Sections in part III
 - g) Carry out medical examinations
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
 - h) Repatriate you when appropriate
At **Our** sole discretion to repatriate a **Person Insured** provided there is no medical advice to the contrary.
- iv. **We** will not be liable to pay a **Claim** and

may cancel the Policy immediately in either of the following circumstances:

- a) Fraudulent claims
if a **Claim** contains information that is false or misleading in any material respect and which the **Person Insured** or anyone acting on his or her behalf either knows to be false or misleading or consciously disregards whether it is false or misleading; or
- b) Fraud
If a **Person Insured** or anyone acting on his or her behalf, uses fraudulent means to benefit under this Policy.

Paying Claims

Death

- i) If the **Person Insured** is 18 years or over, **We** will pay the **Claim** to the estate of the deceased **Person 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**
- ii) If the **Person Insured** is a minor, **We** will pay the **Claim** to **You** 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

- i) If the **Person Insured** is 18 years or over, **We** will pay the **Claim** to the **Person Insured** and their receipt shall be a full discharge of all liability by **Us** in respect of the **Claim**
- ii) If the **Person 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**.

cover

- i. 14 day cancellation option
If **You** are not satisfied with this policy and have not taken a **Holiday** or made a claim on a **Holiday** protected by the cover provided, **You** may return it to **Us** within 14 days and **We** will cancel it. If this happens, the Policy will have provided no cover and **We** will refund any premiums **You** have paid.
- ii. Cancellation after 14 days, annual multi-trip Policies only
If **You** write and tell **Us** to cancel an annual multi-trip Policy, **We** will cancel it from the date **Your** letter is received or any later date **You** stipulate. **We** reserve the right to charge you a premium proportionate to the cover that has been in force up to the date of your cancellation, and a reasonable administration charge for any costs incurred.
- iii. Cancellation after 14 days, single trip Policies only
If **You** write and tell **Us** to cancel a single trip Policy, **We** will cancel it from the date **Your** letter is received. **We** will provide a pro-rata refund for any single trip policies cancelled prior to the commencement of the journey. **We** do not provide any return premiums for a journey that has commenced.
- iv. Changing **Your** Policy
You must e-mail or write to **Us** if either **Your** insurance needs or any of the information **You** have given **Us** changes. A change in circumstances may affect **Your** cover, even if **You** do not think a change is significant, and **We** may need to change this Policy. **We** will update the Policy and issue a new Policy Schedule each time a change is agreed.
- v. if **We** want to cancel or change **Your** Policy

4.4 Ending or changing Your

- a) **We** reserve the right to make changes or add to these policy terms; for legal regulatory or taxation reasons; and/or to reflect new industry guidance and codes of practice
- b) If **We** want to cancel **Your** policy or make any changes other than those above, **We** will write to **You** at the latest address **We** have for **You**. **We** will then cancel or change the policy 30 days after the date of the letter
- c) If **We** cancel the policy **We** will refund any premium **You** paid for the cancelled period provided **You** have not made a claim under the Policy during the current **Period of Insurance**.

which has been booked will not be covered after the expiry date of this Policy.

4.5 Automatic ending of cover

- A. Single trip Policies
Cover will end when the **Period of Insurance** ends unless a **Claim** unavoidably delays the return of a **Person Insured** from a **Holiday**, when cover will continue without any additional premium for the period of the delay.
- B. Annual multi-trip Policies
 - a) Automatic ending of cover:
Cover for **Children** will end on the first date premium is due after their 18th birthday (or 23rd birthday if still in full-time education) or earlier if:
 - **Your** cover ends beforehand; or
 - they get married; or
 - they start living with a **Partner**; or
 - they stop being dependent.
 - b) If a **Holiday** continues beyond the expiry of this Policy or a **Holiday** has been booked which begins after the expiry date of this Policy **You** must select a new Policy if **You** wish cover to continue. If **You** do not select a new Policy, the remaining period of the **Holiday** or any future **Holiday**

Complaints Procedures

We are dedicated to providing a high quality service and wants to maintain this at all times. If **You** are not satisfied with this service, please contact **Us** immediately, quoting **Your** Policy details, so that **Your** complaint can be dealt with as soon as possible.

The Customer Service Manager
Aviva Travel Insurance
Chubb European Group SE
5 George's Dock
International Financial Services Centre
Dublin 1
Tel: 1800 940 515 or +353 (0)1 440 1797
Fax: 01 – 440 1701
Email: aviva.travelinsurance@chubb.com

We do not recommend **You** send financial or personal sensitive details via email as it may not be secure whilst in the public domain.

You can approach the Financial Services and Pension Ombudsman for assistance if there is dissatisfaction with **Our** final response.

Their contact details are given below. A leaflet explaining the procedure is available on request.

Financial Services and Pensions Ombudsman
3rd Floor
Lincoln House
Lincoln Place
Dublin 2
D02 VH29
Tel: (01) 567 7000
Email: info@fspo.ie
www.fspo.ie

Insurance Ireland
5 Harbourmaster Place
IFSC
Dublin 1
Tel: 01 676 1914
Fax: 01 676 1943

Email: feedback@insuranceireland.eu
www.insuranceireland.eu

The existence of these complaint procedures does not reduce an **Insured Person's** Statutory Rights relating to this Policy. For further information about Statutory Rights, an **Insured Person** should contact the Competition and Consumer Protection Commission.

European Online Dispute Resolution Platform

If **You** arranged **Your** Policy with **Us** online or through other electronic means, and have been unable to contact **Us** either directly or through the Financial Services and Pensions Ombudsman, **You** may wish to register **Your** complaint through the European Online Dispute Resolution platform:
<http://ec.europa.eu/consumers/odr/>. **Your** complaint will then be re-directed to the Financial Services and Pensions Ombudsman and to **Us** to resolve. There may be a short delay before **We** receive it.

Customer Service and Claims Centre

Aviva Travel Insurance

Sedgwick

Merrion Hall

Strand Road

Sandymount

Dublin 4

Ireland

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

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 SE. Aviva Direct Ireland Limited is regulated by the Central Bank of Ireland.

Underwriter

Chubb European Group SE trading as Chubb, Chubb Bermuda International and Combined Insurance, is authorised by the Autorité de contrôle prudentiel et de résolution (ACPR) in France and is regulated by the Central Bank of Ireland for conduct of business rules. Registered in Ireland No. 904967 at 5 George's Dock, Dublin 1. Chubb European Group SE is an undertaking governed by the provisions of the French insurance code with registration number 450 327 374 RCS Nanterre and the following registered office: La Tour Carpe Diem, 31 Place des Corolles, Esplanade Nord, 92400 Courbevoie, France. Chubb European Group SE has fully paid share capital of €896,176,662.

Chubb European Group SE is a subsidiary of a US parent and Chubb Limited (a NYSE listed company) and part of the Chubb Group of companies. Consequently Chubb European Group SE is subject to certain US laws and regulations in addition to EU, UN and national sanctions restrictions which may prohibit it from providing cover or paying claims to certain individuals or entities, and from insuring certain types of activities in or connected with certain countries and territories such as, but not limited to, Iran, Syria, North Korea, North Sudan, Cuba and Crimea.